

WHEN RECORDED MAIL TO

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07/29/97 3:02 PM 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GLEEZOS LLC
PO BOX 711544
SLC UT 84171
SITO
DEPUTY - WI

COVENANTS CONDITIONS AND RESTRICTIONS

OF

BRIDGEPARK ESTATES PHASES 1,2 AND 3

TGC Enterprises, Inc., a Utah Corporation hereinafter referred to as "Declarant" with its principal place of business in Salt Lake City, State of Utah, the developer and the owner of the following described real property, hereinafter referred to as BRIDGEPARK ESTATES PHASES 1,2 AND 3, situated Salt Lake County, State of Utah to wit:

Beginning at a point South 89°48'40" East along the section line 1130.25 feet from the northwest corner of Section 31, T3S, R1E, SLB & M, and running thence North 555.073 feet; thence South 89°48'40" East 650.625 feet to the northwest corner of Stonebridge Estates Phase 2 Subdivision as recorded with the office of the Salt Lake County Recorder; thence along the west line of said Stonebridge Estates Phase 2 Subdivision the following six (6) courses:
South 0°06'36" West 434.934 feet; thence South 77°40'03" West 375.259 feet; thence South 190.380 feet; thence East 409.859 feet; thence South 17°23'54" East 35.747 feet; thence South 0°06'36" West 570.106 feet to the southwest corner of said Stonebridge Estates Phase 2 Subdivision; thence North 89°50'15" West 308.408 feet; thence South 28°54'40" East 68.647 feet; thence North 89°50'15" West 236.900 feet; thence North 0°06'36" East 343.886 feet; thence North 54.980 feet; thence North 89°48'40" West 191.188 feet; thence North 415.800 feet to the point of beginning.

Contains 17.154 Acres.

Does hereby place the hereinafter designated Covenants Conditions and Restrictions upon all of the lots of BRIDGEPARK ESTATES PHASES 1,2 AND 3.

I
COMMITTEE

A committee composed of TGC Enterprises, Inc., and other members selected by them or by a representative designated by the members of said committee has been created for the purpose of the enforcement of the covenants and conditions herein specified.

A majority of the committee may designate a representative to act for it.

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In the event of death or resignation of any members of said committee, the remaining members, or members, shall fill the vacancies.

The committee shall be comprised of as many members as designated by not less than Sixty Percent (60%) of lot owners ("Owner" being recorded title owners) to serve as a member or as members of said committee.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

II IMPROVEMENTS

No building other than one (1) single family dwelling house shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house, except the Committee can allow to be located in the area churches, schools and playgrounds.

The ground floor area of the main structure, (rambler/split entry) one story not including open porches and garages, shall not be less than 1,100 square feet, excepting that a two story home shall not have less than a minimum of 900 square feet on the ground floor area. Three (3) and four (4) levels homes must have not less than 1,300 square feet finished. A two (2) car garage either attached or detached with not less than 450 square feet is required. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building.

No structure shall exceed two (2) stories above the ground level or be more than thirty four (34) feet in height.

No structure shall be erected upon any residential site so that any part thereof, including eaves and overhangs shall be:

- a. closer than twenty five (25) feet from the front street right of way.
- b. closer than three (3) feet to any side boundary line.
- c. closer than twenty (20) feet to any rear boundary line.

No log houses shall be constructed.

No lots shall be resubdivided.

All building shall conform with Draper building and zoning requirements.

III
FENCES

No fence shall be erected, placed or altered on any lot nearer to any street in the minimum building setback line, except on corner lots, no walls or fences will be permitted within twenty five (25) feet of the property line as measured to either street, except for required retaining walls, unless prior approval is given by the committee.

IV
LANDSCAPING

Landscaping of front yard and all other portions of the lot facing any street including parkways will be completed within one year after occupancy. This will include sod, automatic sprinkling system, at least six (6) shrubs and two (2) Red Leaf Maple trees in the parkway.

Boundary planting along any lot lines, except trees with single trunks shall not be permitted to grow higher than four (4) feet.

All owners shall likewise maintain their hedges, plants, shrubbery, trees and lawns in a neat and trim condition at all times.

V
TEMPORARY STRUCTURES

No trailer, camper, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

VI
ANIMALS

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

Except lots 301,302,303,304,305,306,307,308,309 and 310 which have approval for one horse.

VII
UTILITIES

All electric, television, cable, radio and telephone lines installments and connections shall be placed underground.

VIII
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale, rent, or signs used by builders to advertise the property during construction and sales period.

IX
RUBBISH

No lot, improved or unimproved, shall be use or maintained as a dumping ground for rubbish, trash, garbage, weeds, automobiles, campers, trailers, boats or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding thirty (30) days. Trash, garbage or other waste shall be kept in sanitary containers, concealed from view of neighboring lots and streets, and kept in a clean and sanitary condition.

No unsightly materials or other objects are to be stored on any lot in view of the general public.

X
OIL AND MINING

Oil drilling, oil development operations; refining mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the development described herein, nor shall oil wells, tanks, tunnels, mining excavations of shafts be permitted upon or in any of the building sites covered by these covenants.

XI
ANTENNAS

Radio aerials or ham radio broadcast or receiving apparatus, shall not be erected, maintained, or placed on any building site covered by these covenants.

XII
PARKING

Campers, boats, boat trailers, house trailers, automobiles, trucks, motorhomes, trailers, or horse trailers shall not be stored in excess of one (1) day in driveways, on streets, or other areas in open view within this subdivision.

XIII
MAIL BOXES

All mail box types and locations so specified shall be such as to meet all requirements of the Post Office Department.

XIV
EASEMENTS

Easements are reserved as shown on the final recorded plat for utility installation, pipelines, ditches, drainage and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements to make necessary repairs and conduct necessary maintenance along such easements.

XV
NUISANCES

No noxious or offensive trade or activity shall be carried on upon any building site nor shall any be done thereon which may be or become an annoyance or nuisance to the neighborhood.

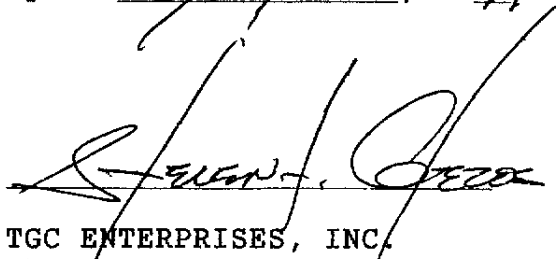
XVI
TERM OF RESTRICTION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the property owners covered by these covenants it is agreed to change said covenants in whole or part.

XVII
BREACH OR VIOLATION

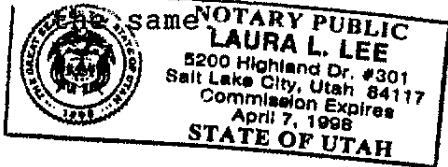
If the parties hereto, any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development, to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

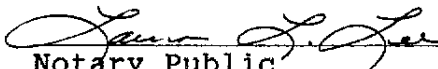
IN WITNESS WHEREOF, the undersigned herein has hereunto set its hand this 29 day of July, 1997


TGC ENTERPRISES, INC.
STEVEN T GLEZOS
CHAIRMAN OF THE BOARD

STATE OF UTAH)
)SS.
COUNTY OF SALT LAKE)

On this 29th day of July, 1997, before me personally appeared STEVEN T GLEZOS who being by me duly sworn, did say that he is the Chairman of the Board of TGC ENTERPRISES, INC., a corporation, and the said instrument was signed in behalf of said corporation by a resolution of its board of directors and said STEVEN T GLEZOS acknowledged to me that said corporation executed




Notary Public

My Commission Expires : 4/7/98

Residing at: Salt Lake City, Utah

