

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION
PERSCHON ACRES
14590 SOUTH 2200 WEST
Bluffdale, Utah 84065**

This declaration is made on the 15th day of March 1999 by GMFA, LLC, hereinafter referred to as "Declarant", covering all of Lots No. One (1) through and including Lot No. Twenty five (25), in PERSCHON ACRES SUBDIVISION, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, Utah, and reads as follows:

A. No building shall be erected, altered, placed or permitted to remain on any lot except for residential and agriculture purposes. Only one single family dwelling and a private garage for at least three (3) cars, may be built on each lot. Trailer homes and moved in homes (used) will not be permitted on any lot. Any additional detached building must be approved by the committee, and will only be approved after the Owner has demonstrated the reasonable need for such additional building, and that the additional building will not create a problem for any other Owner in the subdivision.

B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any change be made to the exterior by way of alteration, addition, repairing, remodeling or adding, unless prior to the commencement of any construction, excavation, or other work, three complete plans for each floor and basement and three site plans, (one set for each of the following: Bluffdale City, Architectural Control Committee and Owner) indicating and fixing the exact location of such structure, or such alteration, on the lot with reference to the street and such lines thereof along the sides of said lot, shall have first been submitted to the Committee in writing for approval, and approved in writing by the Committee as provided by the committee in paragraph "C".

C. The Architectural Control Committee is composed of Michael J Muir, Lee Wanless and Mark Statham. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services to this covenant. At any time, the then record Owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore it to its powers and duties. The Committee shall endorse the plans and specifications, ect., on all work performed, and shall return one set of approved plans and specifications to the Owner, and retain one set in a file for a permanent record. All fences, buildings or sheds must have the approval of the architectural control committee and meet all Bluffdale City Ordinances and Codes. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. The Home Owners Association shall be comprised of each respective owner of a lot in the Subdivision. Decisions by the Association shall be made by a vote of the majority of those Owners present at a duly called meeting of the Association. No vote shall be taken, however, without a quorum of the Owners present, comprised of a majority of the Owners of the lots in the subdivision. No dues shall be assessed to individual members of the Association, unless otherwise decided by the members of the association.

E. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco, with at least 50% being brick or rock. All stucco work must include some popout detail work on all sides of the dwelling. The colors of exterior material shall be approved by the architectural committee. Care and consideration should be given that each Residence complement those around it, and not detract in design, quality or appearance. The committee shall make all final decisions to the above. No dwelling shall be permitted on any lot unless the ground floor area of the main structure has at least 1,800 finished square feet. Dwellings may have full or part basements and upper levels. All front and side yards must be landscaped within eighteen months after the dwelling is occupied, and rear yard must be landscaped within two years of occupation. Any section that is used for pasture must be well maintained and not over grazed by livestock. All lots must be kept clean of noxious weeds.

F. All easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage and irrigation or which may change the direction of the flow of drainage channels in the easements, or which may obstruct the flow of water through drainage of irrigation channels in the easements.

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G. No large trucks, commercial vehicles, construction, or like equipment, of any kind or type, shall be parked or stored on or in front of the home of any residential lot in the subdivision except while engaged in transporting to or from a residence in the neighborhood. No curb-side parking of any kind will be allowed in the street during winter months, overnight or for any period of time longer than four (4) hours. No motor vehicles of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used (permission may be given for antique vehicles stored in a garage). Boats, trailers, campers and motor homes may not be stored in the front yard of any lot or in the street side yard of a corner lot in excess of twenty-four (24) hours, except that a vehicle owned by a guest of the resident may be parked in a required front yard or side street of the lot for up to seven (7) consecutive days per calendar quarter (other than winter months noted above), and may be occupied by the guest.

H. Only animals, livestock, or poultry raised, bred or kept on any lot will be those permitted by Bluffdale City Ordinances. Commercial raising of animals or pets will not be permitted, except with specific permission of the committee in writing. All animals, pets and other livestock must not be allowed to run at large, but must be kept on the lot with well maintained fences to insure containment of all animals. All such areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. In no case may any household pet or animal be allowed to create a nuisance for neighboring lot owners as to noise, or danger.

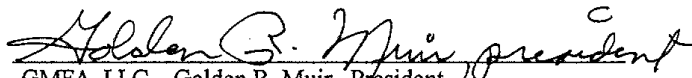
I. Property owners will be responsible for any and all water retention and run off from irrigation or other water sources, natural or man made, initiated at or pertaining to their property, that could affect or damage other property or properties. Owners will not be allowed to remove, or disassemble any drainage or irrigation system put in place by declarant unless found to be defective and replaced by equal or greater system. Under no circumstances will the water shares or the irrigation facilities that are attached to the real properties be sold or transferred separately by owners. They are considered part of the property and must remain with it, for the purpose of ensuring the above. The City of Bluffdale shall be a party to these Covenants, Conditions and Restrictions.

J. The Owners will form an association that will own and govern irrigation water shares, facilities and the allocated times for individual lot owners to utilize the irrigation system. Bluffdale City shall have the ultimate power to veto any decision to convey irrigation shares. The association will own the irrigation water shares and all facilities collectively and will govern and dictate laws regarding watering turns and irrigation facilities in by-laws to be established and recorded by the association. An annual fee, to be determined by the Association will be collected from each lot owner to pay for water share fees to the Utah Salt Lake Canal Co. and for miscellaneous repairs on irrigation lines. A three member committee will chosen by the owners and will oversee the operation of the association.

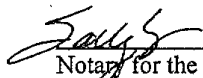
K. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Litigation costs arising from noncompliance of these restrictive covenants will be borne by the losing party. The covenants and restrictions of this declaration shall run with and bind the land, for a term of forty (40) years from the date this declaration is recorded, after which time they shall extend for successive periods of ten (10) years. This declaration may be amended or terminated by a vote of at least seventy five percent (75%) of the total votes of all owners, which vote shall be taken at a duly called meeting. Any and all amendment approval shall be in writing, signed and recorded against the lots.

L. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

STATE OF UTAH
COUNTY OF SALT LAKE


GMFA, LLC. Golden R. Muir President

SEE ACKNOWLEDGEMENT ATTACHED HERETO
On the 13 day of May A.D. 1999 personally appeared before me Golden R. Muir
Golden R. Muir the signer of the within instrument, who duly acknowledged to me he
executed the same. In witness whereof, I have hereunto set my hand and affixed my Notary seal the day and
year first above written.


Notary for the State of Utah

STATE OF UTAH, County of SALT LAKE) ss.

On this date, May 13, 1999, personally appeared before me GOLDEN R. MUIR, who being by me duly sworn did say that he is the Managing Member & President of GMFA, LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its by-laws (or by authority of a resolution of its board of managers/members) and said GOLDEN R. MUIR, acknowledged to me that said limited liability company executed same.

Sally Udy
Notary Public

My commission expires: June 22, 2000
Residing in: Salt Lake City, Utah



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06/01/99 3:12 PM 38.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GOLDEN MUIR
171 3RD AVE #101
SLC, UT 84103
REC BY: R JORDAN ,DEPUTY - WI

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