

RESTRICTIVE COVENANT

In an effort to create and promote a rural, ranchette-type residential area, and to protect the value of the investment made by the undersigned property owners of the property described at Exhibit A, for themselves, or their successors for the benefit of surrounding property owners within Grassy Meadows Sky Ranch Community, the undersigned agree to abide by these covenants and restrictions:

1) Use of Lots. Any lot of less than 2 1/2 acres is to be improved with a single-family living unit similar to other homes in the area and is restricted to such use. Larger lots may be improved for single-family living units and/or agricultural use. Such agricultural use will be for growing and distribution of agricultural products and not for storage or processing of agricultural products. Greenhouses, growing of nursery stock, orchards, grain, alfalfa, and pasture grasses as well as the pasturing of an appropriate number of livestock, are the type of agricultural activities expected to blend in with the development of residential lots. No lot of less than 1 acre shall be used for residential purposes.

2) Building Setbacks. Buildings will be at least 25 feet from the property lines and at least 25 feet back from public roads serving the property.

3) Minimum Square Footage. The minimum square footage requirements for any living unit shall be 1,500 sq. ft. of finished



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NO LIABILITY OR RESPONSIBILITY
IN CONNECTION WITH THE RECORDING
OF THIS DOCUMENT.

interior on the ground level, exclusive of garages, patios, balconies, decks, or other semi-external space. In the case of split level homes, the "ground level" shall include all contiguous living areas not directly above another principal area of living space and vertically separated by not more than 6 feet.

4) Garages, Barns, Outbuildings. The construction of buildings including buildings for agricultural use and livestock shall be finished, utilizing southwestern styling otherwise maintained so as to complement the living residence. The various buildings on a lot will be constructed of similar construction materials and follow a similar architectural style.

5) Fences, Corrals. Fences and corrals will be constructed of cedar post and pine pole 3-rail fence, bolted 10' centers and be erected on all frontage roads set back 15' from property boundaries. Fences of barbed or woven wire with steel or wooden posts may be used to enclose pasture areas not fronting roads.

6) Non-Residential Use. No part of the property shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes except for the agricultural uses previously mentioned.

7) Animals. The property is intended to house animals primarily for the personal enjoyment of the owners. The breeding and care for horses will be encouraged, but all animals must be properly cared for and contained so as not to become a nuisance to other property owners. On lots of less than 5 acres, no feeding or raising of sheep, cattle, hogs or similar animals will be permitted

except for 1 or 2 of such animals for personal use or for youth programs such as 4-H or FFA. On parcels of 5 or more acres, the production and grazing of cattle and similar animals is permitted; however, the livestock shall be limited to a number that can be sustained by feed producible on the area actually devoted to raising said livestock. The operation of commercial scale feed lots and poultry farms is expressly prohibited.

8) Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective living unit.

9) Equipment, Motor Vehicles, Etc. No motor vehicles, trailers, campers, boats, or similar equipment or vehicle not in running condition and properly licensed will be parked upon any lot.

10) Weeds. Noxious plants and weeds must be controlled and the owner is responsible for removing them from his lot, after building on the property. Land is permitted to remain in a natural state under controlled circumstances.

11) Garbage Removal and Animal Wastes. All rubbish, trash, garbage and animal wastes shall be regularly removed from the property by the owner. This does not preclude the use of manure, whether produced on or off the property, as a soil amendment. However, owners must prudently manage the use or disposal of manure

so as to minimize offensive odors.

12) Utilities. All permanent utilities controlled by property owners covered by this agreement shall be installed underground.

13) Airport Protection Zone. A portion of the subject property lies within the pathway of the private airport known as the "Grassy Meadows Sky Ranch Airport." The owners hereof grant unto the owners and users of Grassy Meadows Airport, Inc. properties the right to cross the property through the air in an airplane. The owners of the property at Exhibit A expressly waive, for themselves and their assigns, all claims for damage due to noise, over flight or of the claims of nuisance due to the normal operation of the airport, including takeoff and landing of aircraft.

14) Enforcement. These covenants may be enforced by the owners of the property in the subdivision or property to which this covenant has been applied and surrounding property owners within the Grassy Meadows Sky Ranch community.

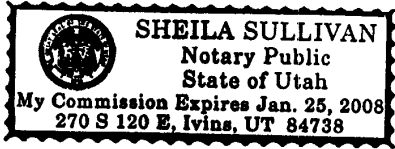
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Sylvia Lindquist Trust

Chris Lindquist Trustee
Chris Lindquist, Trustee

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29 day of December, 2004, by Chris Lindquist, Trustee.



Sheila Sullivan
NOTARY PUBLIC
My Commission Expires:
Residing at:

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EXHIBIT A

Parcel 1:

Beginning at the Southwest Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 33, Township 42 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0 degrees 09' 26.7" East along the 1/16 line 429.00 feet; thence South 89 degrees 51' 27" East 406.153 feet; thence South 0 degrees 09' 26" West 429.0 feet, more or less, to the Quarter Section Line; thence North 89 degrees 51' 27" West 406.153 feet, more or less, to the point of beginning.

Parcel 2:

Beginning at a point South 89°51'27" East 406.153 feet from the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 42 South, Range 13 West, Salt Lake Base and Meridian; running thence North 0°09'26" East 429.00 feet; thence South 89°51'27" East 557.257 feet to a point on the Westerly boundary line of a county road; thence Southerly along the said Westerly boundary line the next two courses, South 26°23'13" West 341.59 feet; thence South 9°49'53" 124.40 feet to a point on the 1/4 Section line; thence North 89°51'27" West along the 1/4 Section line of said Section 33, 385.387 feet to the Point of Beginning.