

WHEN RECORDED MAIL TO:

David K. Broadbent, Esq.
PRINCE, YEATES & GELDZAHLER
City Centre I, Suite 900
175 East 400 South
Salt Lake City, Utah 84111

8050

5220982
24 MARCH 92 02:54 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PRINCE, YEATES AND GELDZAHLER
175 E 400 S STE 900 SLC, UT 84111
REC BY: DIANE KILPACK, DEPUTY

5220982

DECLARATION OF
COVENANTS AND ASSESSMENTS FOR
SNOW REMOVAL OPERATIONS
FOR
PINECREST

THIS DECLARATION is made this 17th day of March,
1992, by the undersigned, being all of the record owners of the
real property hereinafter described and affected hereby
(hereinafter called the "Declarants").

R E C I T A L S

A. Declarants are the fee owners of the real property
situated in Salt Lake County, State of Utah, more particularly
described in Exhibit "A" to this Declaration, which real property
shall be referred to as the "Covered Property" in this
Declaration.

B. Declarants have deemed it desirable to establish
covenants, conditions and restrictions upon the Covered Property
which will provide a mechanism for assessing the costs of snow
removal services for the Covered Property.

C. Declarants will hereafter hold and convey title to
their individual interests in the Covered Property subject to the
covenants, conditions and restrictions hereafter set forth.

D E C L A R A T I O N

NOW, THEREFORE, Declarants hereby covenant, agree and
declare that all of their interest as the same may from time to
time appear in the Covered Property shall be held and conveyed
subject to the following impositions which are hereby declared to
be for the benefit of said interests in the Covered Property, and
the owners of said interests, their successors and assigns.
These impositions shall run with said interests and shall be
binding upon all parties having or acquiring any right or title
in said interests or any part thereof, and shall inure to the
benefit of each owner thereof and are imposed upon said interests
and every part thereof as a servitude in favor of each and every
of said interests.

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ARTICLE I
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Section 1. "Approved Expenses" shall mean and refer to the actual and estimated costs of:

(a) the cost of snow removal operations of the Association;

(b) the costs of casualty, liability and other insurance obtained by the Association;

(c) reasonable reserves for equipment replacement and such other purposes as are as deemed appropriate by majority vote of the Members.

Section 2. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association, as the same may from time to time be duly amended.

Section 3. "Assessments" shall mean the amount which is to be paid by each Member to the Association for Approved Expenses.

Section 4. "Association" shall mean and refer to Pinecrest Service Association, a nonprofit corporation incorporated under the laws of the State of Utah, its successors and assigns.

Section 5. "Board" shall mean the Board of Trustees of the Association.

Section 6. "Covered Property" shall mean and refer to all the real property described on Exhibit A hereto, together with such additional property as may be added from time to time by supplemental declarations recorded in the office of the Salt Lake County Recorder.

Section 7. "Lot" shall mean and refer to a parcel of real property owned by a Member in the Covered Property upon which a dwelling is constructed.

Section 8. "Member" shall mean and refer to every person or entity who qualifies for membership pursuant to the Article of this Declaration entitled "Membership."

Section 9. "Mortgage" shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Lot.

Section 10. "Mortgagee" shall mean and refer to the mortgagee or beneficiary under any Mortgage.

Section 11. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot, including the vendee under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II
MEMBERSHIP

Section 1 - Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, and Bylaws. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership; provided, however, a Member's voting rights or privileges may be regulated or suspended as provided in this Declaration or the Bylaws. Not more than one membership shall exist based upon ownership of a single Lot.

Section 2 - Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in his name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3 - Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws.

Section 4 - Approval of Members. Any provision of this Declaration or the Bylaws which requires the vote or written assent of a specified majority of the voting power of the Association or any class or classes of membership shall be deemed satisfied by the vote of the specified majority at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members or a writing or writings signed by all of the Members entitled to vote with respect to the subject matter thereof.

In any matter requiring the consent of the Members, but not specifically provided for in this Declaration or the Articles, Bylaws, or any contract executed by the Association, a

simple majority of the voting power of Members entitled to vote on such matter and present at a meeting where a quorum is present shall suffice.

ARTICLE III
COVENANT FOR ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Members of the Association, for each Lot owned by them, respectively, hereby covenant and agree to pay, and each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association such Assessments as are established by the Association from time to time as hereinafter provided. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors.

Section 2 - Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of providing snow removal services for the Covered Property and for such other purposes which may be approved from time to time by one hundred percent of the Owners.

Section 3 - Amount of Assessments. The amount and time of payment of Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. At least once during each fiscal year of the Association, the Board shall estimate the total Approved Expenses to be incurred for the fiscal year. The Board shall then determine the amount of the Assessment to be paid by each Member. Written notice of the annual Assessments shall be sent to every Member. Each Member shall thereafter pay to the Association his Assessment in installments as established by the Board. Until changed by the Board, assessments for annual operating expenses shall be due on November 15th of each year and shall be considered delinquent after the following February 1st. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Approved Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy

and issue a supplemental estimate of the Approved Expenses and determine the revised amount of Assessment against each Member, and the date or dates when due.

Section 4 - Uniform Rate of Assessment. Assessments shall be fixed at an equal amount for each Lot and may be collected at intervals selected by the Board.

Section 5 - Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6 - Date of Commencement of Assessments. The Assessments shall commence as of the effective date of this Declaration. Provided, however, that in the event the amount budgeted to meet Approved Expenses for the current year proves to be excessive in light of the actual Approved Expenses, the Board in its discretion may either reduce the amount of the Assessment or may abate collection of Assessments as it deems appropriate.

Section 7 - No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

ARTICLE IV NONPAYMENT OF ASSESSMENTS

Section 1 - Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within Fifteen (15) days after the delinquency date, a late charge of Thirty Dollars (\$30.00) shall be levied and the Assessment shall bear interest from the delinquency date, at the rate of eighteen percent (18%) per annum. The Association may, at its option, and without waiving the right to foreclose its lien against the Lot, cease providing snow removal services for the Lot of the Member whose Assessments are in default and may bring an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section 2 of this Article, to foreclose the lien against the Lot. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of preparing and filing the complaint in such action, and

attorneys' fees incurred in connection with the commencement of such action and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, together with the costs of action. Each Member vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments.

Section 2 - Notice of Lien. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in Salt Lake County; said notice of claim of lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment at the rate of eighteen percent (18%) per annum, a late charge pursuant to this Declaration, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3 - Foreclosure Sale. Said Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized to make the sale after failure of the Owner to make the payments specified in the notice of claim of lien within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of the statutes of the State of Utah as said statutes may from time to time be amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law.

Section 4 - Curing of Default. Upon the timely payment, or other satisfaction, of (i) all delinquent Assessments specified in the notice of claim of lien, (ii) all other Assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded and (iii) interest, late charges and attorneys' fees pursuant to this Declaration and the notice of claim of lien which have accrued, officers of the Association or any other persons designated by the Board are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

Section 5 - Cumulative Remedies. The Assessment Lien and the rights to foreclosure and sale thereunder shall be in addition to

and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

Section 1 - General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) provide snow removal service for the benefit of the Owners and their Lots;
- (b) enforce the provisions of this Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder;
- (c) acquire, maintain and otherwise manage personal property acquired by the Association;
- (d) contract for and maintain such policy or policies of insurance as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;
- (e) contract with independent contractors or others to perform all or any part of the duties and responsibilities of the Association; and
- (f) establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

ARTICLE VI
INSURANCE

Section 1 - Coverage. The Association, to the extent available, shall obtain and continue in effect in its own name casualty insurance coverage for property of the Association and a comprehensive policy of public liability insurance for claims for personal injury and/or property damage. The limits of liability under such insurance shall not be less than \$300,000 for all claims for personal injury and/or property damage arising out of a single occurrence.

Section 2 - Premiums and Proceeds. Insurance premiums for any such insurance coverage obtained by the Association shall be an Approved Expense to be included in the Assessments levied by the Association. Insurance proceeds shall be used by the Association

for the repair or replacement of the property for which the insurance was carried.

ARTICLE VII
RIGHTS OF LENDERS

Section 1 - Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Lot within the Covered Property. Such notice need not state which Lot or Lots are encumbered by such Mortgage. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

Section 2 - Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot, except as otherwise provided in this Article.

Section 3 - Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protection afforded to other Mortgagees.

Section 4 - Relationship With Assessments Liens.

(a) The lien provided for herein for the payment of Assessments shall be subordinate to the lien of any Mortgage which was recorded prior to the date any such Assessment becomes due.

(b) If any Lot subject to a lien created by any provision hereof shall be subject to the lien of a Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (2) the foreclosure of the lien of said Mortgage, the acceptance of a deed in lieu of foreclosure of the Mortgage or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(c) Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to the Lot.

(d) Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to this Declaration.

ARTICLE VII
GENERAL PROVISIONS

Section 1 - Enforcement. The Association shall have the right to enforce by proceedings at law or in equity, all liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto. Failure by the Association or by any Member to enforce any provision hereof or of the Articles and the Bylaws, in any certain instance or on any particular occasion shall not be deemed a waiver of such right.

Section 2 - Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representatives, heirs, successors and assigns, for a term of five years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for a successive period of five (5) years, unless an instrument, signed by a majority of the then Members has been recorded, at least ninety (90) days prior to the end of any such period agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4 - Construction. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5 - Amendments. This Declaration may be amended only by the affirmative written assent or vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Members. No amendment shall be adopted which shall impair the priorities of the liens of any Mortgagee without the written consent of such Mortgagee.

Section 6 - Additional Covered Property. Additional real property may be submitted to the provisions of this Declaration by instrument recorded in the office of the Salt Lake County Recorder, duly executed by the owner or owners of such additional real property and by the president, co-chairperson or secretary of the Association.

Section 7 - Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8 - Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit.

Section 9 - Notices. Any notice to be given to an Owner or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

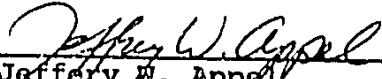
(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the street address of such Owner's Lot. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on

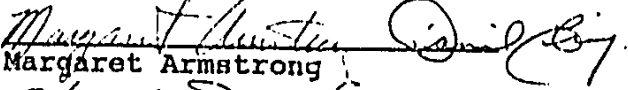
behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

(b) Notice to a Mortgagee shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Salt Lake County, Utah, or, if no such office is located in said County, to any office of such Mortgagee.


Section 10 - Nonliability of Officers. To the fullest extent permitted by law, neither the Board or any member of the Board or shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like made in good faith within which such Board or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, this Declaration has been executed the day and year first herein above written.



Jeffery W. Appel


Margaret Armstrong

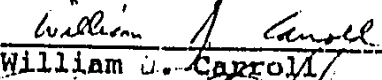

Kurt A. Bishop



Michael G. Bogart

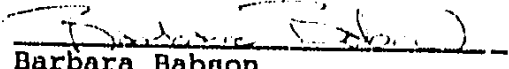

Anne C. Winter


Mario R. Capecchi


Laurie Ann Fraser


William U. Carroll


Benson H. Dobbin


Barbara Babson

David C. Elliott

David C. Elliott

Sandra W. Elliott

Sandra W. Elliott

Nathan A. Gaylord

Nathan A. Gaylord

David Gibson

David Gibson

Nancy C. Brown

Nancy Brown

Steve Harrison

Steve Harrison

Claudia Bach

Claudia Bach

Thomas Johnson

Thomas Johnson

Kelly E. Larsen

Kelly E. Larsen

Pamela A. Larsen

Pamela A. Larsen

David B. Miklas

David B. Miklas

Margaret Kobler

Margaret Kobler

Steven Nelson

Steven Nelson

Lisa Marie Neuhof

Lisa Marie Neuhof

Gregory M. Wolfer

Gregory M. Wolfer

Elizabeth E. Wolfer

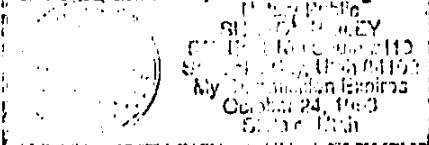
Elizabeth E. Wolfer

John Wolfer

John Wolfer

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

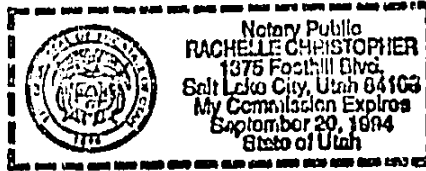
On this 3rd day of January, 1992, personally appeared before me Jeffery W. Appel, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Jeffery W. Appel
NOTARY PUBLIC
Residing at: 1111 N. 1000 E.

My Commission Expires:
10/24/93

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

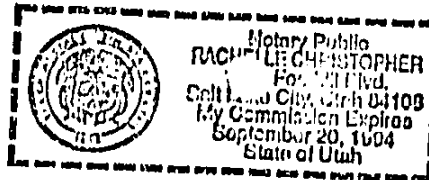


On this 20 day of Dec, 1991, personally appeared before me Margaret Armstrong, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

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



On this 11 day of Dec., 1991, personally appeared before me Kurt A. Bishop, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

BK6429Pg134

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

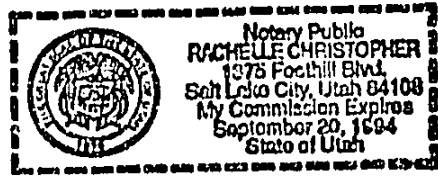


On this 17 day of Dec, 1991, personally appeared before me Michael G. Bogart, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

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

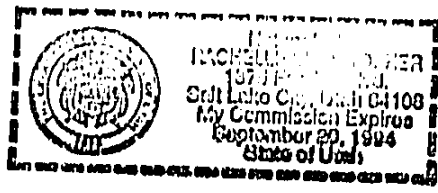


On this 16 day of Dec, 1991, personally appeared before me Anne C. Winter, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

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



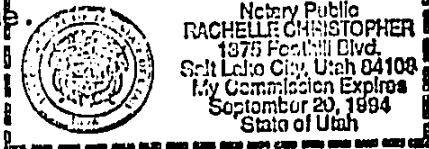
On this 17 day of Dec, 1991, personally appeared before me Mario R. Capecchi, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

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

On this 3 day of December, 1991, personally appeared before me Laurie Ann Fraser, the signer of the foregoing instrument, who ~~duly~~ acknowledged to me that she executed the same.

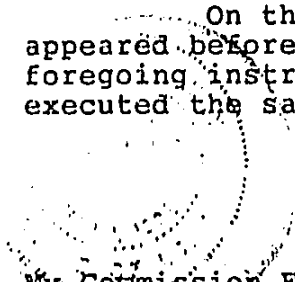


Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept. 20, 1994

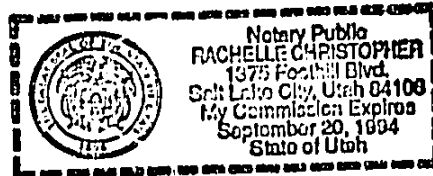
STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 6 day of Dec., 1991, personally appeared before me William J. Carroll, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Deanna Hendrick
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
Sept 20, 1992



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

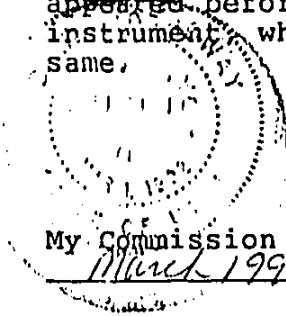
On this 19 day of Dec, 1991, personally appeared before me Benson H. Dobbin, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20, 1994

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

On this 4 day of Dec., 1991, personally appeared before me Barbara Babson, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



My Commission Expires:
March 1992

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



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

On this 4 day of Dec., 1991, personally appeared before me David C. Elliott, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:
Sept 20 1994

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City



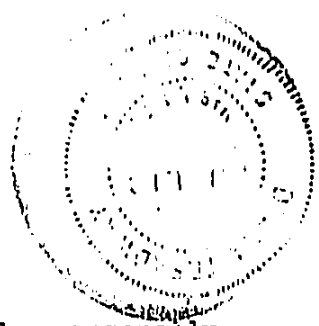
STATE OF UTAH)
 :
 COUNTY OF SALT LAKE) SS.

On this 4 day of Dec., 1991, personally appeared before me Sandra W. Elliott, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:
Sept 20 1994

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

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

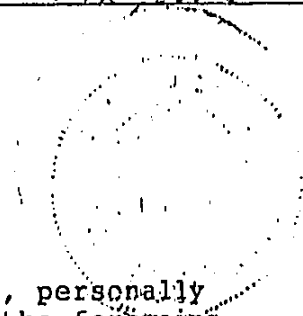


On this 17 day of Dec, 1991, personally appeared before me Nathan A. Gaylord, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Nanna Leadway
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
March 1992

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

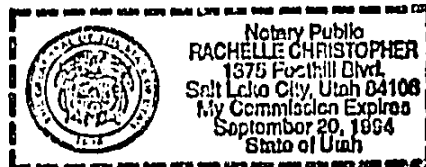


On this 13 day of Dec, 1991, personally appeared before me David Gibson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Nanna Leadway
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
March 1992

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



On this 5 day of Dec, 1991, personally appeared before me Nancy Brown, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

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



On this 6 day of Dec, 1991, personally appeared before me Steve Harrison, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

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

On this 7 day of Dec, 1991, personally appeared before me Claudia Bach, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
March 1992

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

On this 26 day of Dec, 1991, personally appeared before me Thomas Johnson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
March 1992

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



On this 4 day of Dec., 1991, personally appeared before me Kelly E. Larsen, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
Sept 20 1994

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

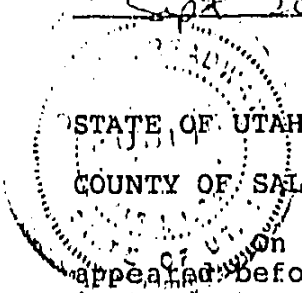


On this 6 day of Dec, 1991, personally appeared before me Pamela A. Larsen, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
Sept 20 1994

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



On this 4 day of Dec, 1991, personally appeared before me David B. Miklas, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

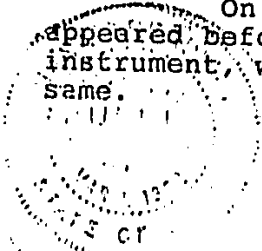
David B. Miklas
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
March 1992

BK6429pg1140

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

On this 4 day of Dec, 1991, personally appeared before me Margaret Kobler, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



My Commission Expires: March 1992

Margaret Kobler
NOTARY PUBLIC
Residing at: Salt Lake, Utah

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

On this ___ day of _____, 1991, personally appeared before me Steven Nelson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires: _____

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



On this 5 day of Dec, 1991, personally appeared before me Lisa Marie Neuhof the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Rachelle Christopher
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires: Sept 20 1994

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Orange } SS.

On this the 12th day of February 1992, before me,
Tiffany S. Martin,
the undersigned Notary Public, personally appeared

Steven C. Nelson



ki personally known to me
kl proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Tiffany S. Martin
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

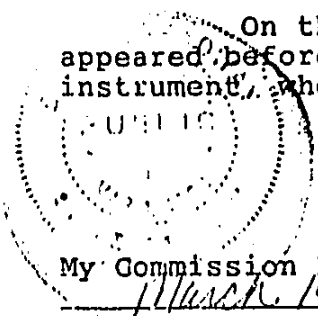
THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Declaration of Covenants and Assessments for Service Association Agreement / Snow Removal Operations for
Number of Pages 21 Date of Document February 12, 1992 Pinecrest
Signer(s) Other Than Named Above _____

BK 6429PG 1142

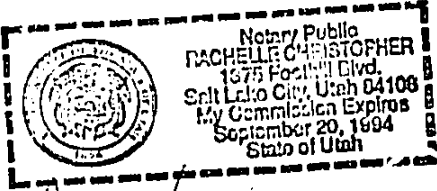
STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On this 31st day of Dec, 1991, personally appeared before me Gregory M. Wolfer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:
March 1992

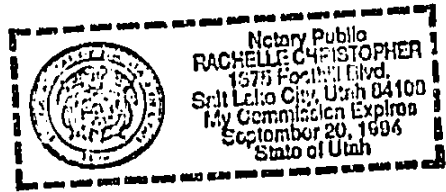


STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On this 2nd day of December, 1991, personally appeared before me Elizabeth E. Wolfer, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994



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

On this 2 day of Dec, 1991, personally appeared before me John Wolfer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Sept 20 1994

8878b

8K6429PG1143

EXHIBIT A

Legal Description of the Covered Property

That certain real property situated in Salt Lake County, Utah, more particularly described as follows:

LOTS 26, 27, 46, 47, and 48, BLOCK 2;

LOTS 1 THROUGH 13, 16 THROUGH 30, 31 THROUGH 47, and 49 THROUGH 61, BLOCK 3;

LOTS 4, 22, 24 THROUGH 27, 52 THROUGH 58, 76 THROUGH 86, and THE WEST 16.5 FEET OF LOT 14, BLOCK 4;

LOTS 1, 2, 5, 6, 10, 15, 16, and 17, BLOCK 5; and

LOTS 13 THROUGH 16, 30, 31, and 35, BLOCK 17,

THE GROVES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER,

AND

COMMENCING AT THE SOUTHWEST CORNER OF LOT 35, BLOCK 17, THE GROVE'S SUBDIVISION, THENCE SOUTH 38°50' EAST 96.6 FEET, THENCE NORTH 51°10' EAST 120 FEET; THENCE WEST 154.05 FEET TO THE POINT OF BEGINNING. BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN