

DECLARATION OF RESTRICTIONS ON REAL PROPERTY

WHEREAS, the undersigned represent the fee ownership in the following described real property:

Entry No. 109465	Book M 21
RECORDED 7-15-69 9:30 AM	Page 684-92
REQUEST of Park City Utah Corp.	
FEE \$ 11.50	WANDA Y. SPRIGGS, COUNTY RECORDER
	<i>Wanda Y. Spriggs</i>
	ABSTRACT

the following described tract of land in Summit County, follows:
State of Utah: (Being part of Section 31, Township 1 South, Range 4 East, Salt Lake
Base and Meridian, more particularly described as follows:)
Beginning at a point on the Westerly boundary of Utah State Highway
248, which point lies 1920.3 feet North and 1411.8 feet East more
or less from the Southwest corner of said Section 31; thence North
0°13' East 1077 feet along said State Highway Westerly boundary;
thence West 390 feet; thence South in a straight line to a point
which is 1920.3 feet North and 1021.8 feet East of the aforesaid
Southwest corner of such Section 31; thence East to the point of
beginning.

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Part of the Southwest Quarter of Section 31, T 1 S, R 4 E, Salt Lake Base Meridian, as follows: Beginning at the Southwest Corner of said Section 31; thence South 0° - 30' West 82.4 ft.; thence South 27° - 28' East 100.6 ft.; thence North 81° - 40' East 299.5 ft.; thence North 57° - 30' East 262.8 ft. to a point which intersects with the South line of said Section 31; thence North 88° - 33' East 779.23 ft.; thence North 3° - 34' West 644 ft.; thence South 89° - 50' East 1084.5 ft. to a point on the West right of way line of state highway No. 248; thence North 58° - 12' West 599.1 ft. along the said West right of way line of such highway No. 248, to a point which is also a point of curve in said right of way line; thence Northwesterly along the West right of way, aforesaid, following a curve to the right 388.2 ft. to a point on this curve; thence Northwesterly, continuing along said right of way and curve to the right 625.3 ft., more or less, to a point of tangency of said curve last mentioned; thence North 0° - 13' West 80.6 ft; thence West 1411.7 ft.; thence South 1920.3 ft. to the point of beginning hereof, first above mentioned.

Part of the Southeast Quarter of Section 36, T 1 S, R 3 E, Salt Lake Base Meridian, as follows: The West One-half of the Southwest One-quarter of the Southeast One-quarter, of said Section 36.

The Southeast One-quarter of the Southwest One-quarter, of Section 36, T 1 S, R 3 E, SLBM; EXCLUDING THEREFROM, the North 594.00 feet of such land in said Section 36. **BOOK 21 - 4686**

WHEREAS, it is the desire and the intention of the owners to sell or otherwise transfer property described above, or portions thereof, and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

NOW, THEREFORE, the undersigned hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, all of which are agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof. Further, the undersigned hereby declare and impose all said provisions upon the above lands, or any future subdivision thereof, which may be enforced not only by the undersigned but also by future owners; subject, however, to the right of an Architectural and Restriction Control Committee, hereinafter referred to as "Committee", to generally amend or modify said restrictions, conditions and covenants or any one or more of them, as to the subsequent use of such realty or portions thereof. The provisions hereof now made applicable to the real estate first above mentioned, are expressed as follows:

I

No lot shall be used except for commercial purposes such as stores, hotels, motels, restaurants, offices, multi-family apartments and similar enterprises. The Committee shall determine the acceptability of any business use not clearly encompassed by said categories. No building shall be erected, altered, placed or permitted to remain on any lot other than a structure: not exceeding two stories in height above the mean natural ground level; not less than 2,000 square feet of interior floor area in the main structure, with not more than 50% of the lot ground area occupied by said building and not less than 25% of lot ground area utilized for automobile parking. At least one parking space for every two hotel-motel units, having single rooms with bath, and not less than one parking space for every apartment unit, having more than one room and bath, shall be provided for dwelling unit structures, which shall include the aforesaid 25% minimum parking area. No more than one dwelling unit may be erected for every 400 square feet of site ground area. No wall, outside the main building structure, higher than 6 feet, shall be erected along any lot line; except, permanent walls are excluded entirely from all front yard set back areas and side or rear yard areas abutting any street. A main structure may be built across lot lines in cases where two or more lots are combined into a single site only on the condition that they are contiguous lots, under the same ownership and otherwise conform to this paragraph as well as the other paragraphs hereafter recited. Where the general subdivision scheme is not adversely affected, the Committee may issue modifications changing the standards, or any one of them, of this paragraph were warranted in single, individual cases; provided, that no suit to enjoin said changes has been filed by a third party (owning fee title in property within a 200 ft. radius of the proposed changes) during a 15 day period after the Committee posts written notice thereof on the site in question.

II

No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet. No building shall be located on any lot nearer to the street front lot line than 20 feet, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no interior side yard shall be required for structures enclosing automobiles only, located 50 feet or more from the minimum building front set back line and complying with the Uniform Building Code 4 hour fire-wall requirements for any walls in said side yard location. No structure shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and landings shall not be considered as a part of the building provided, however, that this shall not be construed to permit any such portion of a building on a lot, to encroach upon another lot or more than 2 feet into any set back area herein described. Under the same qualifications set forth above in paragraph "I", the Committee may also issue modifications as to matters contained in this paragraph.

III

Every building site containing a finished structure, completed pursuant hereto, shall reserve a landscaped planting strip not less than 4 feet deep extending not less than one-half the entire street frontage distance and abutting those lot lines which are contiguous to the street. Evergreen planting, including not less than one evergreen tree over 8 feet in height for every 40 feet of strip length, shall be established and maintained throughout the entire planting area by the owners of any such lot at their own expense. Said planting strip may be separated into different abutting street locations to permit intervening, vehicular traffic into the site area; provided, the total combined lineal distance thereof equals the aforesaid one-half ratio. Failure to provide the strip initially, or to subsequently maintain it, shall confer upon the Committee a duty to

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emplace, care for and cultivate such planting in accordance with the assessment procedure outlined below under this paragraph. No rubbish, brush, weeds, undergrowth, debris or structural condition of any character shall ever be placed or permitted upon said lots or any of them or any portion thereof so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity or to the occupants thereof. The owners, their successors and assigns agree to care for, cultivate, prune and maintain in good condition any and all planting and structures on said realty, and should they fail to do so, or should they fail to keep said realty free of rubbish, brush, weeds, and undergrowth, or debris of any character, the Committee upon 15 days written notice to any such owner of its intention so to do, may enter upon said realty and care for, repair, cultivate, prune and trim any or all of the same, or clean and remove any rubbish, weeds, undergrowth or debris of any character from said realty, and shall assess said owners, their successors or assigns for the cost thereof. The Committee shall notify these owners in writing of the said costs, and in the event they fail to remit said charges to the Committee, the same shall constitute a lien on the realty which lien may be enforced by the Committee in the manner provided by law with respect to a mortgage or other lien on real property.

IV

The grading of any land in the tract is strictly prohibited unless a grading plan covering such work shall be first approved by the Committee. No rock or soil shall be moved in or placed on said land, without similar approval. After grading has been completed according to said Committee approval, the resulting cut and fill slopes, or comparable slopes elsewhere in the tract, shall be deemed slope-control areas which shall be planted in suitable ground cover planting to prevent erosion and land subsidence. Within these slope-control areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope-control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

V

Easements for installation and maintenance of utilities, sewers, and drainage facilities are reserved as may be shown on any recorded plat, and over the rear 7 feet of each lot. 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, or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Wherever the electrical wires for telephone and electricity have been installed underground, no poles or other overhead structure used to carry wires or other media for the transmission of electric energy, telephone service or other utilities, shall be placed or maintained on said lots or any of them; and no such wires or other media shall be placed or maintained on said lots or any of them elsewhere than in underground pipes, conduits or enclosed within buildings.

VI

Any and all signs are prohibited in the front, side and rear yard set back areas facing streets or the daylodge parking area and highways; except however, the Committee may allow signs in said set back areas which identify membership of the business enterprise in an association seeking to maintain, inter alia, the objectives of these covenants, conditions and restrictions. As to said excepted association signs, the Committee shall establish an attractive, uniform sign design and location for each site encompassed herein. Prior to the installation of commercial signs upon any building, or

outside the set back areas, competent plans therefor shall be submitted to the Committee for approval, which approval shall not be unreasonably withheld as long as the contemplated sign conforms particularly to the architectural scheme of the building represented thereby and to the adjoining neighborhood generally. Nothing in this paragraph shall be construed to bar temporary signs placed by the tract developers for the sale or rent of their properties, nor shall any permanent sign that will be installed by said developers at tract entrances, exits or similar sites be subject to the provisions herein recited as long as the general character thereof does not defeat the basic purpose of these restrictions.

VII

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may remain provided they are not kept, bred, or maintained for any commercial purpose, nor which produce an odor or noises operating to disturb the reasonable comfort of any occupant in the vicinity. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels or mineral excavations and shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No lot shall be used for a manufacturing establishment or warehousing, except on a temporary basis incident to a single specific construction project in progress. The construction of any building or structure shall be prosecuted to completion with all due diligence, and in any event, shall be completed within a reasonable maximum time period mutually agreed upon in writing between any owner submitting plans for approval and the Committee prior to the commencement of such construction. No building shall be moved from an outside, original building site located elsewhere, onto any of the realty hereinabove described. No structure of a temporary character, trailer, unfinished basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless consented to in writing by the Committee and in that case only upon a temporary basis for the duration of a specific construction project. Without the written approval of the Committee, there shall not be removed, destroyed, or impaired in any way, those trees from the described property having a trunk diameter of 6 inches or more or a height of 10 feet or more, except where essential to obtain an adequate site for a contemplated structure; in which latter case the owner shall replace tree for tree, elsewhere on the completed construction site, one equal or greater in size than the tree removed or destroyed. No television antennae exceeding a height of 8 feet shall be permitted, unless evidence can be produced disclosing faulty reception in a given location and the Committee approves such nonconforming height based thereon.

VIII

No building shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade evaluation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and the related covenants shall be deemed to have been fully complied with by the applicant. The undersigned hereby declare that the Architectural and Restriction Control Committee shall be composed of three individuals. Within 60 days hereof, Ensign Company, a limited partnership, and Park City Utah Corporation, A Utah Corporation, or their successors, shall each be entitled to choose a

respective representative, including their replacements in the future, as permanent Committee members and those two individuals shall choose a third member annually from among persons owning an interest in any portion of the realty hereinbefore described. Where these two permanent members cannot agree upon a third member, on any annual date set aside therefor, such choice shall vest solely in the attorney representing the aforesaid corporation, who shall consider the main objectives hereof in making his choice. The following rules and concepts shall govern the actions of said Committee, with respect to the authority conferred under these covenants, conditions and restrictions:

1. Any and all recitals, statements and inferences reasonably drawn which are set forth in the preamble and paragraphs I through IX herein, appropriate for consideration by the Committee, whether expressly stated or implicitly adduced therefrom, shall come within the scope of authority of said Committee. Those matters requiring Committee administrative and/or amendatory decisions shall be determined in all cases by a plurality of the number of votes entitled to be cast by the three individual Committee members, at any regular Committee meeting which shall be held at least once per calendar year quarter. After 20 days written notice of any such meeting has been sent by certified mail or personally delivered to each member, failure of a member to attend and vote shall not in any way invalidate a decision as long as one member of the Committee, having at least a one vote entitlement, is present at the appointed time and place specified in said written notice. Only matters listed in said notice which are encompassed by the agenda contained therein may be voted upon in this manner. The Committee shall elect a chairman annually, pursuant to the voting basis herein, who shall provide meeting dates agendas and notices in accordance herewith.

Committee members may vote by proxy where prior, written evidence thereof is delivered to an authorized agent who personally appears therewith in place of an absent Committee member. In the event of a Committee vote resulting in a tie, there being no simple acreage vote plurality to decide a question hereunder, the deciding vote shall vest in the attorney representing Ski Park City West, Inc., or its successor, who shall determine that issue only, and no others, on a basis which said party believes is best suited to attain the main objectives set forth in the preamble hereof.

2. Each of the Committee members shall be entitled to cast votes on the basis of one vote for every full one acre covered within the entire land description hereinbefore set forth, whether or not said property has been subdivided. Authority to so vote land acreage shall be in writing containing: (a) the legal description thereof; (b) an abstract of title from a responsible title insurer disclosing the fee ownership on the "Control Date" (hereinafter defined); (c) a surveyor's certificate attesting to the total acreage in the said abstract of title; (d) a statement by the aforesaid fee ownership vestee granting irrevocable power to one of the three Committee members, or successor, to vote the realty in accordance herewith, which statement shall be signed by said vestee and acknowledged by a duly empowered Utah Notary Public. The first Control Date determination of said acreage voting rights shall take place no later than 90 days from the filing date hereof; the second Control Date determination shall be held 3 years subsequent thereto and succeeding Control Date determinations shall occur every 7 years thereafter. Failure of a Committee member to obtain said vote entitlement shall not affect the authority of the Committee to function hereunder. Notwithstanding voting acreage ownership changes between Control Dates, said vote entitlement determination shall irrevocably prevail after each date until the next prescribed date. Any one of the Committee members, or successors, may demand compliance with this

Control Date provision should the Committee fail to promptly abide thereby according to the dates contemplated above; thereupon, only votes of those fully complying members shall be valid as to any and all decisions herein required, subsequent to such Control Date demand. At any time after the 5th successive Control Date, 90% of the then fee owners of the subject land first above described herein may substitute any or all members of the then existing Committee, from among land owning candidates receiving the highest number of votes, in order, pursuant to the acreage vote ratio hereinabove established.

3. A written record of every action taken by the Committee shall be filed within 30 days after Committee meetings, with an attorney representing said Committee who shall produce such record upon the demand of any party owning land covered hereby. The Committee may establish reasonable fees for services rendered in connection with the performance of their duties. Provided, a fee schedule shall be published in advance covering only reasonable contemplated out-of-pocket expenses and per diem allowances, encompassing the periods between Control Dates. Said fees shall apply uniformly among applicants seeking approvals hereunder and shall be fixed at the rates shown on the schedule during each of said periods, until modified on the next following Control Date.

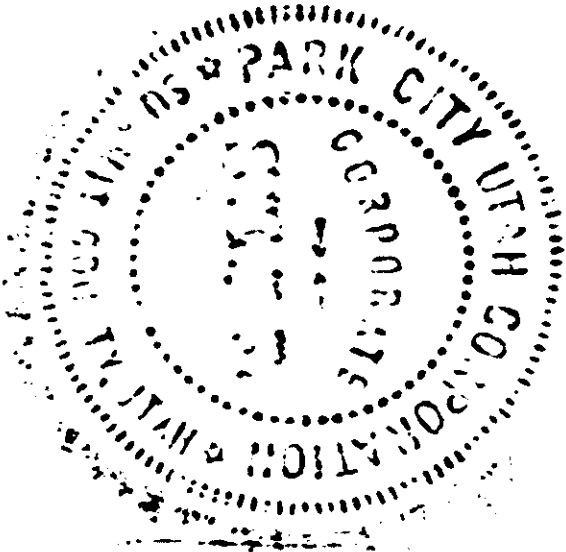
IX

A breach of the foregoing conditions, provisions and restrictions or any of them upon, or in respect to, said lands or appropriate portions thereof shall cause the same to revert to the undersigned, their beneficiaries or successors in interest, who shall have the right of re-entry upon said realty in that event; and as to the owners of any other portions of the property the foregoing conditions, provisions and restrictions shall operate as covenants running with the land and the violation of the same or the continuance of any such breach may be enjoined, abated or remedied by the undersigned, or successors, or by any such owners, their heirs, devisees, successors or assigns, but by no other entity. However, failure to enforce any one or all of these conditions, provisions, restrictions, rights, reservations, limitations, and agreements hereinabove contained, shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach and the said parties in interest herein shall at all times have the right to enforce the same. Moreover, each and every provision aforesaid shall be a condition which induces the undersigned to sell or otherwise transfer the realty, or portions thereof, encompassed hereby, and those purchasers or transferees thus acquiring said realty and/or their successors in interest agree to strictly abide thereby. A violation of such provisions hereinbefore recited or any re-entry by reason of a violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, as to said realty or any part thereof, but said provisions, and all of them, shall be binding upon and effective against every subsequent owner claiming title under or through a sale or foreclosure of any such lien. Invalidity of any one or more of these covenants, conditions, provisions and restrictions by court order shall in no wise affect any of the others, which shall remain in full force and effect. In any case, attorney fees and costs shall be reimbursed to those parties who prevail in any subsequent legal action hereunder, from the party against whom said action has been maintained; which prerogative shall also include appeals taken from such litigation.

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IN WITNESS WHEREOF, the undersigned, duly authorized by their board of directors or partners where applicable, hereunto affix their signatures and seals, on this New South day of June 1969.

AFFIX SEALS:



Robert W. Ensign
For Ensign Company
William S. Roberts

STATE OF UTAH,)
(ss.
County of Salt Lake)

On the 19 day of June A.D. one thousand nine hundred and sixty nine personally appeared before me William S. Roberts as the signer of the foregoing instrument, who duly acknowledge me that he executed the same.

My Commission expires:

January 7, 1971

William S. Roberts
Notary Public

Address 2401 South 200 West Salt Lake City Utah

STATE OF UTAH)
(ss.
County of Salt Lake)

On the 19th day of JUNE 1969, personally appeared before me, ROBERT W. ENSIGN, who being by me duly sworn did say, that he is a partner in ENSIGN COMPANY partnership, and said ROBERT W. ENSIGN duly acknowledged to me that said instrument was signed in behalf of ENSIGN COMPANY.

My Commission expires:

JUNE 24, 1970

Heidi A. Whitcomb
Notary Public

Residing at: _____

STATE OF UTAH,)
(ss.
County of Salt Lake)

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On the _____ day of _____, A.D. personally appeared before me _____ and _____ who being by me duly sworn did say, each for himself, that he, the said _____ is the _____ president, and he, the said _____ is the secretary of _____, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said _____ and _____ each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public

My commission expires _____ My residence is _____