

DECLARATION OF PROTECTIVE COVENANTS
FOR THE IRON CANYON SUBDIVISION

THIS DECLARATION is made this 11th day of OCTOBER,
1983, by THE BOYER COMPANY, a Utah general partnership.

I. PURPOSE OF COVENANTS

1.1 It is the intention of The Boyer Company, expressed by its execution of this instrument, that the property within the Iron Canyon Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, views and surroundings of the Iron Canyon Subdivision shall always be protected and preserved for the residents thereof, insofar as is possible, in connection with the uses and structures permitted by this Declaration. The Boyer Company hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, used, encumbered, occupied and improved, and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein, and are further declared to be for the benefit of the Property and every part thereof, and for the benefit of each owner thereof. All provisions herein contained shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS

2.1 Declarant: "Declarant" means The Boyer Company, together with its successors and assigns.

2.2 Property: "Property" means that certain real property located in the Iron Canyon Subdivision in Park City, Summit County, Utah, according to the official recorded plat thereof.

2.3 Building: "Building" means any structure or building to be erected or constructed upon the Property.

2.4 Lot: A "Lot" shall mean any parcel of developable property as shown on the recorded Subdivision Plat.

2.5 Subdivision: "Subdivision" shall mean the Iron Canyon Subdivision as recorded in the records of Park City, Utah.

2.6 Building Pad: "Building Pad" means that portion of the lot that may have a building constructed upon it.

III. ARCHITECTURAL COMMITTEE

3.1 Architectural Committee: The Architectural Committee, hereinafter referred to as the "Committee", shall be composed of four (4) members in total. Initially, the Committee shall consist of H. Roger Boyer, Donald A. Mackey, Abe Guss, and Dan C. Gardner. At such time as ninety percent (90%) of the Lots

ENTRY NO. 212521
REQUEST OF
FEE \$1400
RECORDED
By *North L. Williams*
ALAN SPENCER, SUMMIT CO. RECORDER
4:10
OCT 28 1983

are sold, the then record owners of ninety percent (90%) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee. Said Committee shall have and exercise all of the powers, duties and responsibilities set out in this Declaration. A 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.

3.2 Approval by Committee: No improvements of any kind, including but not limited to dwelling houses, dwelling "Building Pad", swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, antennae, flag poles, curbs and walks shall ever be altered, constructed or permitted to remain upon any lands within the Subdivision, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping of any kind be done upon any lands within the Subdivision unless the complete plans and specifications, including site plan, therefore, are approved by the Committee prior to the commencement of such work. The Committee shall consider the materials to be used on the external features of any improvements, including exterior colors, harmony of the external design with existing structures within the Subdivision, location with respect to topography and finished grade elevations, harmony of the landscape with the natural setting and surroundings and the effect of any such improvements upon the other Lots within the Subdivision, and the Committee shall ascertain whether the architecture conforms to the architectural guidelines. The complete architectural plans and specifications must be submitted in duplicate to the Committee and must include at least four (4) different elevation views. One complete copy of the plans and specifications shall be signed and dated for identification by the owner and left with the Committee for permanent file and record. In the event the Committee fails to take any action within forty five (45) days after said plans are submitted to the Committee, then all of such submitted plans shall be deemed to be approved. It shall be the goal of the Committee to expedite all requests.

3.3 Variances: The Committee shall have the authority to deviate from the requirements contained herein in extenuating circumstances when following these covenants would create an unreasonable hardship or burden for a property owner. Any variance in Building Pad locations from those shown on the recorded Subdivision Plat must be approved by the Committee. An affirmative vote of a majority of the members of the Committee must be gained for a variance to be granted. The Committee does not, however, have authority to allow deviation beyond the guidelines of the Park City Land Management Code.

3.4 General Requirements: The Committee shall exercise its best judgement to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to the external design, materials, colors, location, height, topography, grade and finished grade elevation in keeping with the architectural guidelines.

3.5 Preliminary Reviews: Persons who anticipate constructing improvements on the lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Committee for informal consideration and preliminary approval or disapproval. All such sketches shall be concerned with maintaining the then existing natural surroundings and vegetation as much as possible. All preliminary sketches shall be submitted in duplicate

and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Committee to act intelligently on giving an informal preliminary approval or disapproval.

3.6 Plans: The Committee shall disapprove any plans submitted which are not sufficient for it to exercise the judgment required of it by these covenants.

3.7 Committee Not Liable: The Committee shall not be liable in damages to any person submitting any plans for approval, or to any owner or owners of lands within the Subdivision, by reason or any action, failure to act, approval, disapproval or failure to approve with regard to such plans. Any person or group acquiring title to any lands within the Subdivision or any person submitting plans to the Committee for approval shall, by doing so, be deemed to have agreed and covenanted that he, she or they will not bring any action or suit to recover damages against the Committee, its members as individuals or its advisors, employees or agents.

3.8 Written Records: The Committee shall keep and safeguard complete written records of all applications for approval submitted to it, including one set of all preliminary sketches and all architectural plans so submitted, and of all actions of approval or disapproval and all other actions taken by it under the provisions of this Declaration. Such records shall be maintained for a minimum of five (5) years after approval or disapproval.

IV. GENERAL RESTRICTIONS ON ALL PROPERTY

4.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

4.2 No Mining, Drilling or Quarrying: No mining, drilling, quarrying, tunneling or excavating for any substance within the earth, including oil, gases, minerals, gravel, sand, rock or earth shall ever be permitted on the surface or below the surface of the property.

4.3 No Business Use: The Lots within the Subdivision shall be exclusively used for residential living purposes, such purposes to be confined to approved residential Buildings within the Subdivision. No Lots or Buildings within the Subdivision shall ever be occupied or used for any commercial or business purpose.

4.4 Restrictions of Signs: With the exception of a sign no larger than six (6) square feet, identifying the architect, and a sign of similar dimension identifying the prime contractor, to be displayed only during the course of construction; and, a sign no larger than six (6) square feet for the owner to advertise his home or lot for sale, no sign or advertising devices, including but without limitation to commercial, political, informational or directional signs or devices shall be erected or maintained on any of the lands within the Subdivision, except signs approved in writing by the Committee for purposes of identifying ownership, addresses, rules and regulations, to caution or warn of danger and as may be required by law. The Committee shall also approve or disapprove of the size, materials, color and location of said signs.

4.5 Restrictions on Animals: No animals other than ordinary household pets may be kept or allowed to remain on any lands within the Subdivision. Such ordinary household pets shall be kept within the confines of the owner's Lot and shall not create an annoyance to other owners of the lands within the Subdivision. The Architectural Control Committee, in its sole discretion, shall have the right to revoke an owner's privilege of having an ordinary household pet on the Property and shall have the power to require any owner to remove any animal belonging to it which is not disciplined or which constitutes an undue annoyance to other owners of land within the Subdivision.

4.6 No Resubdivision: No Lot shall be resubdivided and no Building shall be constructed or allowed to remain on any parcel of land within the Subdivision that is not designated as a "Building Pad" upon the Lot as shown on the recorded Subdivision Plat or that has not been approved by the Committee.

4.7 Underground Utility Lines: All water, gas, telephone, electrical, cable television and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

4.8 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot within the Subdivision shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, access roads and areas surrounding the Property.

4.9 Maintenance of Property: All property and all improvements on any Lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair.

4.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on or permitted upon any lands within the Subdivision, nor shall anything be done or placed upon any of the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

4.11 No Hazardous Activities: No activities shall be conducted on any Property and no improvements shall be constructed on any of the lands within the Subdivision which are, or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the Property and no open fires shall be lighted or permitted on any Property except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well designated fireplace as approved by the Committee.

4.12 No Unsightliness: No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles used in the normal course of ingress and egress, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for construction, maintenance and repair. Specifically, there shall be no trailers, mobile homes, tractors, truck campers or trucks other than pick-up trucks used in the normal course of ingress and egress shall be kept or permitted to remain upon the Property and no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property, except in service yards meeting the requirements of Section 4.8. Refuse,

garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view. Hanging, drying or airing of clothing or household fabrics shall not be permitted within Buildings or on Lots if visible from Buildings, Lots or areas surrounding the Property.

4.13 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot or Property which is noxious or offensive to others.

4.14 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be constructed upon any Property. Any other type of sewage disposal system shall be installed only after approval by the Committee and all governmental health authorities having jurisdiction.

4.15 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

4.16 Drainage: No owner shall have the right to alter or obstruct the then normal flow of runoff water or storm drainage into, from or across any of the Lots.

4.17 Landscaping and Preservation of Existing Site Vegetation: All Buildings should be located to preserve and utilize existing tree masses within the Building Pad. Trees with a caliper measurement of three inches or more, measured at a point on the tree trunk four feet above natural grade may not be removed, cut, destroyed or in any way harmed without approval in writing from the Architectural Committee. With respect to those trees, shrubs, bushes, and other vegetation required to be removed for the purposes of construction, access, utility runs and related matters, all vegetation to be cut or removed must be identified clearly with red surveyor's flagging, inspected and approved by the Architectural Committee in writing prior to removal.

V. RESTRICTION ON LOTS

5.1 Number and Location of Buildings: No Building or structure shall be placed, erected or permitted to remain on any Lot other than one single family dwelling and one garage together with related non-residential structures and improvements of the types described in Section 3.2 hereof. At the time of construction of the single family dwelling on any Lot, said Lot must also be improved with a garage of at least two car capacity.

5.2 Residence Floor Area: The single family dwelling which must be constructed on the defined Building Pad, on a Lot within the Subdivision shall have a minimum floor area, exclusive of garages, balconies, porches and patios of at least one thousand five hundred (1,500) square feet on the main floor. In split entry or bi-level homes, the main floor shall be defined as only one level and not both levels combined.

5.3 Single Family Dwelling to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the single family dwelling on

the same Lot except as otherwise specifically permitted by the Committee. All construction and alteration work shall be prosecuted diligently, and each Building, structure or improvement which is commenced on any Lot shall be entirely completed within eighteen months after commencement of construction.

5.4 Height Limitations: No portion of a Building to be constructed on the Property shall be erected to a height greater than twenty-eight feet, measured from the natural or unmodified grade at that point on the Building site. This measurement applies to all elevations of the Building, the intent being that Buildings will conform and reflect the natural contour of the land.

5.5 Tower, Antennae and Satellite Dishes: No towers, and no exposed or outside radio or other electronic antennae, with the exception of one television receiving antennae per single family dwelling, with a height as approved by the Committee, shall be allowed or permitted to remain on any Lot. Any T. V. satellite dishes must be approved by the Committee and appropriately screened from view. It is recommended that lightning rods be installed on all structures.

5.6 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and approval in accordance with Section III hereof.

5.7 Fences: It is the general intention that the beauty of the Property be disturbed as little as possible. No fences shall be permitted on or near the Lot boundaries and only interior fences (those on or directly adjacent to the Building Pad) will be considered for approval by the Committee and such fences shall be of a type specified by the Committee.

5.8 Flashings and Roof Gutters: Flashing or roof gutter or other metal fittings on the exterior of the Buildings shall be painted to match adjacent materials on Buildings.

5.9 Automatic Fire Sprinkler Systems. All buildings must contain an automatic fire sprinkler system or such other approved in writing automatic fire extinguishing system which complies with all applicable laws, ordinances and regulations in force at the time of initial occupancy of the dwelling.

5.10 Building Masses, Form and Roof Lines: In all cases building masses, forms and roof lines shall conform to and with existing contours of the land. At no point shall a maximum height of any structure on any of the Lots within the Subdivision exceed in elevation two stories above the existing land contour at said point (see Section 5.4 above).

VI. ENFORCEMENT

6.1 Enforcement and Remedies: The obligation, provisions, covenants, restrictions and conditions contained within this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained within this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its cost and expenses in connection therewith, including reasonable attorney fees.

6.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title of interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

6.3 Limited Liability: Neither Declarant, the Committee or any member, agent or employee of any of the same shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VII. GENERAL PROVISIONS

7.1 Duration of Declarations: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for a period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until the 11th day of October 2033 provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than ninety percent of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than ninety percent of the Lots then subject to this Declaration as aforesaid.

7.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or repeal, executed by the owners of not less than ninety percent of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of another holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

7.3 Severability: In validity or unenforceability of any provisions of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

7.4 Captions: The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained within this Declaration.

7.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition within this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, covenant or condition or of any other provision, restriction, covenant or condition.

IN WITNESS WHEREOF, The Boyer Company has executed this Declaration on the day and year first written above.

THE BOYER COMPANY

By

H. Roger Boyer
H. Roger Boyer

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 11th day of October, 1983, personally appeared before me H. Roger Boyer, the signer of the foregoing Declaration of Protective Covenants, who duly acknowledged to me that he executed the same.

My Commission Expires:

4/28/85

DeNeise L. Balli

Notary Public

Residing at Salt Lake City, Utah

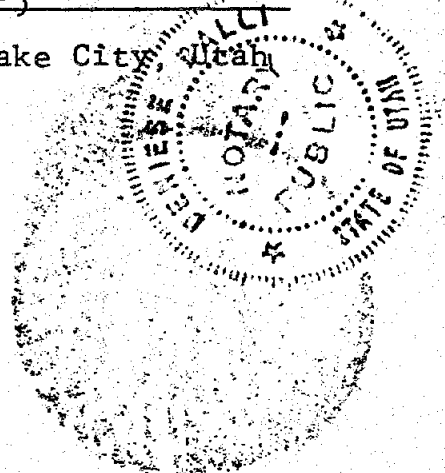


EXHIBIT A

Legal Description of the Iron Canyon Subdivion, according to the plat thereof recorded on the ____ day of October, 1983 in the official ownership records of Summit County, Utah as Entry Number _____:

A parcel of land located in the S.W. 1/4 of Section 5 and the N.W. 1/4 of Section 8, T2S, R4E, Salt Lake Base and Meridian being further described as follows:

Beginning at a point on the south line of the S.W. 1/4 of said Section 5, said point being South 89°21'00" West 246.55 feet from the South 1/4 corner of said Section 5 to the prolongation of an existing wood rail fence running northerly; thence along the prolongation of said fence South 0°04'12" West 11.37 feet to the northerly line of the Quitclaim deed exhibit "B" as stated in book M 58 page 60 of recorded document in the Summit County recorder's office; thence West 244.02 feet; thence North 44.00 feet to the Northeast corner parcel of land described in Book F page 389 as recorded in the Summit County recorder's office; thence West 840.00 feet to the N.W. corner of Thaynes Canyon subdivision No. 3 as shown on said subdivision plat; thence South 600.00 feet; thence West 1020.00 feet; thence North 543.50 feet to the South line of said Section 5; thence South 89°21'00" West 278.64 feet to the S.W. corner of said Section 5; thence North 0°12'32" West along said section line 842.84 feet, to a point on the boundary line agreement as stated in book M 230 page 626 and recorded in the Summit County recorder's office; thence North 88°50'23" East 376.77 feet; thence North 89°19'58" East 395.03 feet; thence South 88°50'22" East 1350.28 feet to a point that is defined in the boundary line agreement recorded in book M 230 page 626 in the Summit County recorder's office, the South 1/4 corner of said Section 5 as referenced in said boundary line agreement is located West 2639.77 feet from the S.E. corner of said Section 5; thence South 222.96 feet to the prolongation of an existing fence running easterly; thence along said fence and the prolongation of said fence North 89°34'50" East 264.75 feet to the prolongation of an existing rail fence running southerly; thence along said prolongation and said fence line South 0°04'12" West 579.66 feet to the point of beginning. Containing 56.21 acres more or less.

Basis of bearings being the south line of Section 4, T2S, R4E, Salt Lake Base and Meridian which has a bearing of South 89°49'21" West.

These covenants apply to lots 1 through 43, except lots 2 and 9 as shown on the subdivision plat, which contain structures which were built prior to the recording of the plat.