

When Recorded, Return To:

Ronald L. Davis
540 S. Main Street
Heber City, Utah 84032

Ent 249824 BK 0582 Pg 0621-0623
ELIZABETH PARCELL, Recorder
WASATCH COUNTY CORPORATION
2002 OCT 18 10:33am Fee 19.00 MWC
FOR FOUNDERS TITLE COMPANY

SNOW REMOVAL AGREEMENT

1. The Undersigned is the owner of all of the real property located in Wasatch County, Utah, and more particularly described as follows (the "Property"):

BEGINNING AT THE NORTHWEST CORNER OF SECTION 10,
TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN;

THENCE NORTH 89°31'43" EAST 538.36 FEET;
THENCE SOUTH 00°28'17" EAST 412.50 FEET;
THENCE NORTH 89°31'43" EAST 1060.58 FEET;
THENCE SOUTH 01°23'09" EAST 398.78 FEET;
THENCE SOUTH 89°56'07" WEST 1595.43 FEET;
THENCE NORTH 304.80 FEET;
THENCE WEST 16.50 FEET;

THENCE NORTH 495.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.94 ACRES.

BASIS OF BEARING: N89°31'43"E BETWEEN THE COUNTY SURVEY
MONUMENT FOR NORTHWEST CORNER OF SECTION 10, TOWNSHIP 4
SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN AND THE
COUNTY SURVEYERS MONUMENT FOR THE NORTH QUARTER
CORNER OF SAID SECTION.

PARCEL NO. OWC-1224, OWC-1223, OCK-0001 *through* OCK-0004

2. This instrument constitutes a declaration of covenants, conditions and restrictions against the Property, for the purpose of protecting the value and desirability of the Property by providing for the removal of snow from Cascade Springs Road solely for the benefit of all lots within the Property. This instrument shall be construed as covenants in the nature of equitable servitudes, which shall run with title to the Property and be binding on all parties having or subsequently acquiring any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. For the limited purpose of providing for the removal of snow from Cascade Springs Road, the Undersigned hereby submits the Property, together with all improvements thereto, to the provisions of the Utah Condominium Ownership Act, as the same may be amended from time to time.

4. This instrument shall remain in full force and effect perpetually unless and until amended or terminated in whole or in part as provided for herein.

5. The record owners of the four (4) lots which make up the Property shall each pay one-fourth (1/4) of any and all costs incurred in removing snow from Cascade Springs Road to the extent necessary to provide clear access to the Property from Cascade Springs Road for the benefit of the owners of the lots. No less than two (2) bids shall be obtained each year with respect to the contract for such snow removal, and three (3) out of the four (4) lots must approve the contract after taking into consideration all relevant factors, including price, reliability, etc. If there is an impasse between the owners with respect to the award of the contract, one of the bids shall be randomly drawn by one (1) of the owners in the presence of or with the express written permission of the other owners, and the randomly drawn bid shall be awarded the contract.

6. If one (1) or more of the owners do not pay their proportionate share of any bill or invoice for snow removal in a timely manner, any one (1) or more of the other owners may pay such proportionate share on behalf of the non-paying owner, and then collect such amount from the non-paying owner together with interest thereon at the annual rate of twenty percent (20%) commencing upon the date that such amount is paid. If any court proceedings are instituted in connection with the collection of any amount so paid on behalf of a non-paying owner, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in connection therewith, together with interest thereon at the annual rate of twenty percent (20%) commencing upon the date that each such expense is incurred.

7. Any record owner of a lot within the Property shall, by acquiring or in any way becoming vested with an interest in such lot within the Property, be deemed to covenant and agree to pay the charges set forth above for the removal of snow from Cascade Springs Road, together with any costs of collection and interest thereon. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon each lot to the extent of one-fourth (1/4) of all such snow removal costs, together with the associated costs of collection and interest thereon; and (b) the personal obligation of the person or entity who is the record owner of each lot at the time the respective snow removal costs are incurred. No record owner shall exempt itself or a particular lot from liability for payment of such amounts by abandonment of the lot. In the event a lot is conveyed, the grantor (prior record owner) shall remain personally liable for all such unpaid amounts incurred prior to the time of conveyance.

8. So long as the Undersigned owns any one (1) of the four (4) lots within the Property, the Undersigned shall have the authority and ability to amend the instrument without the need for the consent of any other record owner of a lot within the Property. Upon and forever after the conveyance of all four (4) lots within the Property by the Undersigned, this instrument may be amended by the act of record owners of no less than three (3) of the four (4) lots within the Property. Any such amendment shall be in a written document, executed by the Undersigned or all record owners making such amendment, which document shall be recorded in the office of the Wasatch County Recorder.

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9. This instrument shall take effect in the event that a public entity or agency does not assume the responsibility for snow removal from Cascade Springs Road, and to the extent that this instrument does go into effect it shall automatically terminate if and when a public entity or agency subsequently assumes the responsibility for snow removal from Cascade Springs Road. This instrument is not intended to relieve any public entity or agency from any responsibility for such snow removal, but is merely intended as a back-up course of action to protect the interests of the owners of lots within the Property.

10. Notwithstanding any other term or provision of this instrument, nothing herein shall be construed to be for the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party, including, but not necessarily limited to, any public entity or agency or anyone using Cascade Springs Road other than the actual record owners of the lots within the Property.

11. If any provision of this instrument, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this instrument, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

12. This instrument has been executed within the State of Utah, and shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the Undersigned has executed this instrument effective as of the 23 day of September, 2002.

by Ronald L. Davis
Signature Manager

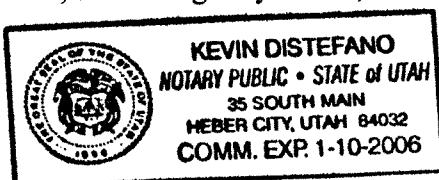
Ronald L. Davis manager
Printed Name and Title

Acknowledgment

State of Utah)
: ss.

County of Wasatch)

On this the 23 day of September, 2002, personally appeared before me, Ronald L. Davis, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, acknowledged that they did so of their own voluntary act.



Notary Public