

Entry No.	250432
REQUEST OF <u>UTAH TITLE & ABSTRACT</u>	
FEE	<u>14.00</u> ALAN SERVICES, SUMMIT CO. RECORDER
\$	<u>14.00</u> <i>St. Paul, Minnesota</i>
DECLARATION OF RESTRICTIVE COVENANTS 5-1-86 at 3:00 M	
ON REAL PROPERTY	

WHEREAS, the undersigned ("Owner" herein) represents the fee ownership in the real property described in Exhibit "A" attached hereto (the "Burdened Property").

WHEREAS, it is the desire and intention of Owner, to sell or otherwise transfer the property described above and to impose on it certain restrictions designed to benefit and preserve the value of other property owned by Owner (the "Benefited Property") which is described in Exhibit "B" attached hereto which is adjacent to the Burdened Property.

NOW, THEREFORE, Owner hereby declares that all of the Burdened Property is held and shall be held, conveyed, hypothecated or encumbered, lease, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants which are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Benefited Property. The provisions hereof now made applicable to the Burdened Property are expressed as follows:

1. AGAINST WHOM ENFORCEABLE.

It is intended that all of the limitations, restrictions, conditions, and covenants created hereby shall run with the land and be binding on all parties (hereinafter the "Purchaser" or "Purchasers") hereafter having or acquiring any right, title, or interest in the Burdened Property or any part thereof.

2. BY WHOM ENFORCEABLE.

It is intended that all provisions of this Declaration be enforceable by Owner and all assignees, successors in interest or other parties (any of the above hereinafter referred to as a "Party" or "Parties in Interest") having or acquiring any right, title or interest in the Benefited Property or any part thereof.

3. STRUCTURAL REQUIREMENTS.

3.1 No structures on the Burdened Property shall be used except for commercial recreational purposes such as hotels, motels, lodges, multi-family apartments or condominium units and similar enterprises, or for ancillary purposes such as roadways, parking, etc. The acceptability of any business use not clearly encompassed by the aforesaid categories shall be determined by Owner or any assignee to whom Owner specifically assigns such responsibilities. A favorable decision shall not be unreasonably

withheld.

3.2 No building shall be erected, altered, placed or permitted to remain on any lot without the approval (which shall not be unreasonably withheld) of the Owner or any assignee to whom Owner specifically assigns such responsibility if it exceeds three stories in height above the mean natural ground level.

3.3 No fence or wall outside the main building structures shall be erected.

3.4 All signs erected or placed upon any building after December 31, 1987, shall first be approved by Owner or any assignee to whom Owner specifically assigns such responsibility. Such approval shall not be unreasonably withheld.

4. MAINTENANCE REQUIREMENTS.

4.1 No rubbish, brush, weeds, undergrowth, debris, or structural condition of any character shall ever be placed or permitted upon any portion of the Burdened Property 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.

4.2 The Purchasers will care for, cultivate, prune and maintain in good condition any and all planting and structures on the portion of the Burdened Property which each owns, and should they fail to do so, or should they fail to keep said realty free of rubbish, brush, weeds, undergrowth, or debris of any character, any Party in Interest upon 15 days' written notice to any such Purchaser 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 may assess said Purchasers for the cost thereof. The Party in Interest shall notify these Purchasers in writing of the said costs, and in the event they fail to remit said charges to said Party in Interest, the same shall constitute a lien on the realty which lien may be enforced by the Party in Interest in the manner provided by law with respect to a mortgage or other lien on real property.

5. GRADING REQUIREMENTS.

Grading of any portion of the Burdened Property after completion of the 120 unit condominium project referred to in paragraph 8 below, is strictly prohibited unless a grading plan covering such work shall be first approved by owner or any assignee to whom Owner specifically assigns such responsibility. Such approval shall not be unreasonably withheld. No rock or soil shall be moved in or placed upon the Burdened Property, without similar approval. After any such grading has been

completed according to said approval, the resulting cut and filled slopes, or comparable slopes elsewhere on the Burdened Property 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, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope-control areas and all improvements in them shall be maintained continuously by the Purchaser, except for those improvements for which a public authority or utility company is responsible.

6. UTILITY EASEMENTS.

All electrical wires for telephone and electricity shall be installed underground and no poles or other overhead structures used to carry wires or other media for the transmission of electrical energy, telephone service or other utilities shall be placed or maintained on the Burdened Property.

7. RESTRICTED ACTIVITIES.

7.1 Without the prior written approval of Owner or any assignee to whom Owner specifically assigns such responsibility, no animals or poultry of any kind shall be allowed on the Burdened Property. Such approval shall not be unreasonably withheld.

7.2 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on the Burdened Property, nor shall oil wells, tanks, tunnels or mineral excavations and shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted thereon.

7.3 No portion of the Burdened Property shall be used for a manufacturing establishment or warehousing.

7.4 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.

7.5 No structure of a temporary character, unfinished basement, tent, shack, garage, barn or other out-building shall be placed upon the Burdened Property at any time either temporarily or permanently, unless approved in writing by Owner. Owner's approval shall not be unreasonably withheld.

7.6 No television antennae shall be permitted on the Burdened Property.

8. RESTRICTIONS ON USE.

The Burdened Property shall be improved only with 120 condominium units or apartments (both referred to hereinafter as "Units"). The common areas and the Units used or occupied by all occupants of the Units (the "Common Areas") shall, except as provided in Section 9 hereof, be used and occupied only as hereinafter set forth:

8.1 No Unit shall be occupied at any time as the primary or principal residence (as defined in Section 10) of any individual (Purchaser, guest or tenant) on either a temporary or permanent basis.

8.2 No dogs or large animals of any kind shall be allowed in any Unit or on any of the Burdened Property.

8.3 No business shall be operated on the Burdened Property nor in or from any Unit other than the rental of the Units.

8.4 No personal property of any kind shall be left on any sidewalk or landscaped area at any time, nor on the balance of the Burdened Property for more than 72 hours at a time. The Burdened Property shall be used only for the purposes set forth herein.

8.5 No sign of any kind shall be displayed to the public view on or from any Unit or any other part of the Burdened Property unless it is for the common benefit of all Unit owners.

8.6 Nothing shall be done or kept in any Unit or on the Burdened Property which will increase the rate of insurance on the buildings, or the contents thereof. No Unit owner shall permit anything to be done or kept in the Unit or elsewhere on the Burdened Property which is in violation of any law or regulation of any governmental authority. The common areas, porches, balconies and sidewalks, shall be kept free and clear of all rubbish, debris and other unsightly materials. Barbeque braziers, chairs, tables, etc., shall not be left on porches or balconies for more than 24 hours while the Unit is not occupied. However, a reasonable amount of firewood is acceptable.

8.7 No Unit owner shall cause or permit anything (including, without limitation, an awning, canopy, shutter, storm door or screen door) to hang, be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors.

8.8 No noxious or offensive activity shall be carried on in any Unit or elsewhere on the Burdened Property, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to other Unit owners or occupants or any Party of Interest.

8.9 Nothing shall be done in any Unit or in, on or to the Burdened Property which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

9. EXCEPTIONS TO RESTRICTIONS.

Any owner of a Unit constructed on the Burdened Property shall, in unusual circumstances, have the right to request exceptions to any of the restrictions set forth in subsection 8.2 through 8.9 above. If such request is approved by both owner and a majority of the members of the condominium owners' association, said owner shall be permitted to act in accordance with such request despite the prohibitions herein contained. Owner shall not unreasonably withhold approval of such a request.

10. DEFINITION OF PRIMARY RESIDENCE.

The terms "primary residence" or "principal residence" as used in this Declaration are used interchangeably and shall be deemed to include, in addition to any other definitions, any and all of the following situations:

10.1 Occupancy by an individual or individuals as their only place of residence.

10.2 Any occupancy by the same individual or individuals which exceeds thirty days in duration unless such occupancy is between May 1 and November 1 in any calendar year. For purposes of determining the length of an "occupancy", two or more successive occupancies shall be treated as a single occupancy unless they are separated by a period of non-occupancy by such individual(s) of at least thirty days. Use by any individual or individuals for purposes of storing clothes, food or similar personal possessions while they are gone, unless such possessions are all kept in one small locked closet during such period, shall be deemed to be "occupancy" for purposes of this Declaration.

11. REMEDIES.

It is intended that the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing

herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party in Interest aggrieved by a breach or threatened breach of any provision hereof, it being also intended that the respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

12. WAIVER.

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 Parties in Interest herein shall at all times have the right to enforce the same.

13. SEVERABILITY.

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way effect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

14. ATTORNEY'S FEES.

In any case, attorney fees and costs shall be reimbursed to those parties who prevail in any legal action hereunder, from the party against whom said action has been maintained; which prerogative shall also include appeals taken from such litigation.

15. INTERPRETATION.

15.1 Titles and Captions. All Article and Section titles and captions in this Declaration are for convenience or reference only, and shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

15.2 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

16. APPLICABLE LAW.

This Declaration shall be construed in accordance with and shall be governed by the laws of the State of Utah.

17. DURATION.

It is intended that the provisions and restrictions contained in this Declaration should run with and bind the Burdened Property perpetually.

DATED: This 16 day of April, 1986.

SNYDERVILLE LAND CO., a Utah
Limited Partnership

By: J.E. Roberts
Its: General Partner

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 16th day of April, 1986, personally appeared before me J.E. Roberts, who, being by me duly sworn, did say that he is a General Partner of SNYDERVILLE LAND CO., a Utah limited partnership, and acknowledged to me that the foregoing instrument was signed on behalf of said entity by him.

Leon B. Foreberg
8-22-87
Notary Public



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Exhibit "A"

THE BURDENED PROPERTY

The real property referred to as the "Burdened Property" in the Declaration to which this is attached as an exhibit consists of two parcels which are more particularly described as follows:

Parcel A: Beginning at a point which is North along a section line 575.96 feet and West 2309.82 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on the center line of the Green Horn ski lift and running thence South 41 degrees 13 minutes East 81 feet; thence South 3 degrees 47 minutes West 95 feet; thence South 48 degrees 47 minutes West 178 feet; thence South 3 degrees 47 minutes West 36 feet; thence South 48 degrees 47 minutes West 233 feet; thence North 86 degrees 13 minutes West 98.10 feet; thence North 41 degrees 13 minutes West 84.26 feet; thence North 48 degrees 47 minutes East 97 feet; thence South 86 degrees 13 minutes East 26.72 feet; thence North 48 degrees 47 minutes East 92.22 feet; thence North 3 degrees 47 minutes East 55 feet to the center line of the Green Horn ski lift; thence North 48 degrees 47 minutes West along said center line 326 feet to the point of beginning.

Parcel B: Beginning at a point which is North 70.78 feet and West 2227.47 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and running thence South 84 degrees 15 minutes West 102 feet; thence North 5 degrees 45 minutes West 207 feet; thence North 84 degrees 15 minutes East 102 feet; thence South 5 degrees 45 minutes East 207 feet to the point of beginning.

Exhibit "B"

THE BENEFITED PROPERTY

The real property referred to as the "Benefited Property" in the document to which this is attached as an exhibit is more particularly described as follows:

The South half of Section 36, T. 1 S., R. 3 E., S.L.B.M.;

The West half of the Southwest quarter of Section 31, T. 1 S., R. 4 E., S.L.B.M.; and

The North half of the North half of Section 1, t. 2 S., R. 3 E., S.L.B.M.

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Exhibit "B"