

Recorded SEP 11 1974 at 10:45 A m.
Request of Richard S. Evans, Jr.
JERADEAN MARTIN, Recorder
Salt Lake County, Utah
\$ 26.00 By K. S. Stone Deputy
REF. _____

2650345

DECLARATION

900 Kearns Bldg.

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the Breitling Alliance, a partnership, whose principal place of business is in Salt Lake County, State of Utah, hereinafter referred to as "Developer," and by Richards-Woodbury Mortgage Corp., a Utah corporation hereinafter referred to as "Declarant."

WHEREAS Breitling Brothers Construction Inc., a Utah corporation, and Developers Alliance Ltd., a Utah corporation, formed a partnership known as The Breitling Alliance (the Developer herein) for the purpose of developing certain lands, including the following property located in Salt Lake County, State of Utah:

A part of the SW 1/4 of Section 4, Township 2 S., Range 1 W., Salt Lake Base and Meridian, described as follows: Beginning at a point which lies N 0°08'10" W 1275.27 ft. from the SW corner of said Section 4 and running thence N 0°08'10" W 101.93 ft., thence N 89°51'38" E 140.00 ft., thence N 0°08'10" W 111.82 ft., thence N 89°51'44" E 93.91 ft., thence N 89°51'51" E 162.17 ft., thence N 0°08'10" W 85.97 ft., thence N 89°51'51" E 131.92 ft., thence N 0°08'10" W 217.00 ft., thence East 120.00 ft., thence South 35.00 ft., thence East 600.00 ft., thence South 195.00 ft., thence East 40.86 ft., thence South 291.84 ft., thence S 68°45'30" W 150.00 ft., thence West 685.00 ft., thence N 54°45'00" W 102.50 ft., thence S 89°51'30" W 379.15 ft. to the point of beginning.

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WHEREAS Breitling Brothers Construction, Inc. held legal title to said property for the benefit of Developer;

WHEREAS Developer has obtained development financing from Richards-Woodbury Mortgage Corp. (Declarant herein) and has caused Breitling Brothers Construction, Inc. to convey the said property to Declarant as security for said financing;

WHEREAS Declarant reconveyed a portion of said property to Developer; and

WHEREAS Declarant and Developer now own, collectively, all the real property described above;

NOW THEREFORE, Declarant and Developer hereby declare that all of the properties as defined in Article I, Section 3 below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Westcove Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Provided, however, for the purposes of this instrument Declarant and Developer shall be deemed to be common "owners" of any lot owned of record temporarily by Declarant for the purpose of securing performance by Developer of the financing agreement entered into between Developer and Declarant.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is the property described on page 1 of this Declaration, excepting therefrom Lots 1 through 51 in Westcove, Phase I, according to the official plat thereof on file in the Salt Lake County Recorder's Office.

It is understood that the actual location of certain homes and other improvements constructed or to be constructed on the lots might inadvertently deviate slightly from the

location indicated by the official plat of the properties. The above described common area shall therefore be subject to minor encroachments of such homes and other improvements which extend slightly beyond the boundaries of their respective lots but are in substantial compliance with the official plat. Each owner shall therefore be deemed to have an easement on the common area to the extent of any such minor encroachment from his lot.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the properties, the said numbered plots being separate from the common area.

Section 6. "Developer", in addition to referring to The Breitling Alliance, shall also mean and refer to any of its successors or assigns who acquires more than one undeveloped lot from The Breitling Alliance for the purpose of development.

Section 7. "Declarant", in addition to referring to Richards-Woodbury Mortgage Corp., shall also mean and refer to any of its successors or assigns who acquires legal title to any of the lots for the purpose of securing the repayment of any development loan obtained by Developer.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every

owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area and to enact reasonable rules and regulations governing use of the common area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations (it being understood that such suspension of rights shall not terminate the continuing obligation of such owner for past and future assessments against his lot).

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument

signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. In accordance with the By-Laws or Regulations adopted by the Board of Directors of the Association, any owner may delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the exclusive use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Except

as provided below in Section 2 of this Article with respect to Class B members, membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and the Declarant. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Developer and the Declarant and shall be entitled to four votes for each lot owned; provided, however, that for each lot owned of record temporarily by Declarant for the purpose set forth in Article I, Section 2 above, the four votes shall be split, Declarant to have three votes and Developer to have one vote. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) three years and six months after this instrument is filed of record in the Salt Lake County Recorders office.

Provided, however, if the Class B membership terminates for the reason set forth in subparagraph (a) of this Section and if Developer thereafter causes one or more additional parcels of land to be annexed as provided in Article VII, Section 6 below and if, after any such annexations, the total number of lots in which either Developer or Declarant is record owner of a fee simple title constitutes more than 20% of the total number of lots in the resulting properties, which include the annexed lands, then the Class B membership shall be reinstated and shall continue until the happening of the first to occur of the two events set forth in subparagraphs (a) and (b) of this Section.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. For each lot owned by Developer or temporarily owned by Declarant for the purpose set forth in Article I, Section 2 above, the Developer hereby covenants, and each

other owner of any lot (except Declarant with respect to any lots it owns temporarily for the purpose set forth in Article I, Section 2 above), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area. The association may also pay water and sewer charges for all lots.

Section 3. Maximum Annual Assessment. Until January 1

of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$900.00 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased from time to time by the Board of Directors, without a vote of the membership, in accordance with and to the extent of the change as reflected in the Consumer Price Index (together with any index that may revise or replace the Consumer Price Index) from the date of this Declaration to the date the maximum annual assessment is increased by the Board of Directors. The phrase "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All items, 1957-59 = 100, compiled by the Bureau of Labor Statistics, United States Department of Labor. If the Consumer Price Index is superseded, the index to be used for the purpose of this section in lieu of or together with the Consumer Price Index, as may be appropriate, shall be the one represented by the Bureau of Labor Statistics (or such other government agency which may prepare such index in lieu of the Bureau of Labor Statistics) as reflecting most accurately changes in the purchasing power of the dollar for consumers.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the maximum increase permitted under subparagraph (a) of this Section, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first

such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, a second meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The second meeting shall not be held more than 60 days following the preceding meeting. If the required quorum is not present at the second meeting, a third meeting may be called subject to the same notice requirement, and those members actually present or represented by proxy at such meeting shall constitute a quorum. Such third meeting shall not be held more than 60 days following the second meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment

period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to a lending institution to secure a loan for the purchase of a lot or construction thereon. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage, as described above, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not

relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed three stories in height on any lot on which a townhouse has been or is to be constructed and not to exceed two stories in height on any of the other lots. Provided, however, Developer may maintain a sales office and model homes until all lots in the properties have been sold, and the Board of Directors of the Association may permit part of the properties to be used for school or church purposes.

Section 2. Use of Other Structures as Residence. No trailer, basement, tent, shack, garage, barn or other out-building or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

Section 3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made nor shall any such structure be painted other than its original color until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design, size and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The members of the architectural committee, who shall serve until their resignation, removal, or replacement, shall be Keith B. McMullin, whose business address is 4539 South 3200 West, Salt Lake City, Utah 84119, Gary M. Unker, whose business address is 115 East South Temple Street, Salt Lake City, Utah 84111 and Francis M. Kirton, whose business address is 115 East South Temple Street, Salt Lake City Utah 84111. In order to obtain review by the architectural committee or the Board of Directors, the plans and specifications referred to above must be submitted by personally delivering

them to one of the members of the architectural committee or, if such committee is not then in existence, by personally delivering them to the President, Vice President or Secretary of the Association.

Section 4. Failure to Maintain. All yard areas within each lot shall be landscaped by the owner thereof (unless already landscaped by a previous owner) within six months from the date owner acquires title to said lot. Each lot, including all improvements thereon, shall be maintained by the owner in an attractive condition. In the event an owner of any lot in the properties shall fail to perform such landscaping or to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to landscape, repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such landscaping and exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities may be reserved by being shown on the recorded plat of the properties. Within any such 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 drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any 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.

Section 6. Drainage. No structure or other obstacle shall be erected, placed, or permitted to remain on any lot in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land, or, in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer or a builder to advertise the property during the construction and sales period.

Section 8. Livestock, Poultry, and Pets. 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 be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the properties upon 10 days written notice from the Board of Directors of the Association.

No dog shall be permitted to run at large.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Garbage and Refuse Disposal. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each lot shall be kept free of weeds and other unsightly objects and conditions.

Section 11. Excavations and Completing Improvements. No excavation shall be made on any lot except in connection with the erection, alteration or repair, of a dwelling or other improvement thereon. When excavation or the erection, alteration or repair of a structure or other improvement has once begun, the work must be prosecuted diligently and completed within a reasonable time.

Section 12. Boats, Trailers and Campers. No boat, trailer or camper unit shall be kept on any road or vehicular right-of-way within the properties nor on any lot.

Section 13. Personal Property. Items of personal property shall not be stored or kept by any lot owner on any part of the common area except in storage facilities designated by the Association for that purpose.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the

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townhouse living units upon the properties and placed on the dividing line between the townhouse lots shall constitute a party wall, and, to the extent not inconsistent with Section 1 through 6 of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

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Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Walls or Fences Between Yards. The provisions of Sections 1, 2, 3, 5 and 6 of this Article shall also apply to any wall or fence which, though not forming a part of a townhouse living unit itself, is constructed by the Developer on the boundary line between any of the lots, whether said lots contain townhouses or detached homes; provided, however, that if such a wall or fence is destroyed or damaged as provided in Section 3 above, each of the adjoining owners shall have a duty to restore it and shall pay one-half the cost of restoration of that part of the wall or fence that runs along the boundary of his lot, without prejudice, however, to the right of any such owner to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Utility Refunds. Notwithstanding the ownership of the common area by the Association, it is understood that Developer shall be entitled to receive all payments and refunds that may be made by any utility company, special improvement district, or other entity or governmental agency on account of the cost borne by Developer toward the installation on the properties of water lines, sewer lines and other

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utility systems.

Section 2. Adjusting Common Area to Conform to Amended Plat. It is understood that it will be necessary to amend the official plat of the properties now on file with the Salt Lake County Recorder's Office in order to accomplish the following: (a) alter the location of a road; (b) add private yard areas to those Lots which, on the present, approved plat, have no private yard; (c) eliminate from the plat two parcels of land totaling no more than one and one-half acres; (d) divide the townhouse areas into lots for individual townhouse units, and (e) adjust slightly the location of certain lots. Notwithstanding any provision in this Declaration to the contrary, the Association shall have the right and the obligation, upon the final approval and recording of any amended plat of the properties, to enter into appropriate conveyances between the Association, on the one hand, and the Developer, the Declarant and any owner of a lot on the other hand, in order to cause the common area owned by the Association to conform to the common area as shown in such amended plat.

Section 3. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the

right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by the owner(s) of not less than seventy-five percent of the lots, and thereafter by an instrument signed by the owner(s) of not less than sixty percent of the lots. Any amendment must be recorded.

Section 6. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members, except that Developer, without the consent of any other member of the Association, may cause to be annexed to the properties within four years from the date of this instrument all or any part of the following described real property located in Salt Lake County, State of Utah.

Beginning at a point N 0°08'10" W 1574.99 ft. and N 89° 51'51" E 527.59 ft. from the SW corner of Section 4, T. 2 S., R. 1 W. S.L.B. and M. and running thence S 89°51'51" W 131.92 ft., thence N 0°06'25" W 165.00 ft.; thence N 89°51'51" E 131.92 ft.; thence S 0°06'25" E 165.00 ft. to the point of beginning.

Also part of the S 1/2 of Section 4, T. 2 S. R. 1 W., S.L.B. & M. described as follows. Beginning at a point which bears N 89°50'16" E. (by county Record) 1938.96 feet from the SW corner of said Section 4 (said point of beginning being on the South line of said Section 4) and running thence N 0°01'37" W 1270.35 ft.; thence S 89°51'35" W 623.82 ft.; thence S 0°03'44" E 262.75 ft.; thence S 89°51'17" W 968.16 ft.; thence N 0°07'01" W 267.01 ft.; thence S 89°51'32" W 349.16 ft. to the west line of Section 4 and centerline of 3200 West street; thence N 0°08'10" W along the section line 101.93 ft.; thence N 89°51'38" E 140.00 ft.; thence North 100.00 ft.; thence S 89°51'44" W 140.00 ft. to the West line of Section 4; thence N 0°08'10" W along the section line 97.80 ft.; thence N 89°51'51" E 527.59 ft.; thence N 0°06'25" W 569.93 ft.; thence S 89°52'24" W 39.63 ft.; thence N 0°06'33" W 164.98 ft.; thence N 89°52'34" E 830.95 ft.; thence N 0°01'25" W 340.71 ft.; thence N 89°52'50" E 659.19 ft.; thence S 0°01'27" E 1329.39 ft.; thence N 89°51'37" E 15.00 ft.; thence S 0°01'27" E 1320.00 ft.; to the South line of said Section 4; thence S 89°50'16" W along said section line 50.00 ft. to the point of beginning encompassing an area of 50.509 acres more or less excepting therefrom one-half of the street width (33 ft.) where the property boundary line runs along said street centerlines or 0.189 acres more or less for a net acreage of 50.32 acres.

Excepting therefrom the property described on page 1 of this Declaration, which is the property initially being developed under the plan set forth herein.

Provided, however, that if, at the time of annexation, the F.H.A. or the V.A. has already insured or guaranteed any financing of any of the lots or then holds itself out as willing to do so, then such annexation without the consent of two-thirds of each class of members shall take place only if the F.H.A. or V.A. determines that the annexation is in accord with the general plan heretofore approved by it.

The common area of any annexed property, including any recreational facilities constructed on said common area,

shall be fully available for the use and enjoyment of the owners of all lots on the properties to the same extent as the common area described in Article I, Section 4, above.

Section 7. FHA/VA Approval. Any act of annexing additional property, dedicating of the common area or amending of this instrument shall require the prior approval of the Federal Housing Administration or the Veterans Administration provided that both of the following conditions exist at the time of any such act: (1) there is still a Class B membership and (2) the F.H.A. or V.A. has insured or guaranteed any financing of any of the lots or then holds itself out as willing to do so.

Dated this 10th day of September, 1974.

DEVELOPER: THE BREITLING ALLIANCE

By Robert L. Breitling

By Keith B. McMullin

DECLARANT: RICHARDS-WOODBURY MORTGAGE CORP.

(Seal)

By Quin R. Woodbury

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

On this 10th day of September, 1974, personally appeared before me ROBERT L. BREITLING and KEITH B. McMULLIN who, being by me duly sworn, did say that they are the management representatives and attorneys in fact of The Breitling

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