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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
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REC BY: B GRAY DEPUTY - WI

DECLARATION OF RESTRICTIVE COVENANTS

GLACIO-CCB JOINT VENTURE

**DECLARATION OF RESTRICTIVE
COVENANTS, AGREEMENTS, AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS GLACIO PARK
#2 SUBDIVISION**

TO WHOM IT MAY CONCERN:

WHEREAS, GLACIO-CCB JOINT VENTURE (the "Developer") is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

GLACIO PARK #2 (the "Subdivision"), according to the official plat thereof as recorded in the office of the County Recorder of said county.

WHEREAS, GLACIO-CCB JOINT VENTURE is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

WHEREAS, Salt Lake County is a political subdivision of the State of Utah charged with the responsibility of enforcing all laws and regulations against water pollution as well as stream maintenance for flood control purposes within the flood control easement:

NOW, THEREFORE, GLACIO-CCB JOINT VENTURE declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns.

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.:** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract and the citizens of Salt Lake County.

2. **PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:** All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereof for a period from the date hereof to January 1, 2014, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of a majority of the then owners of said lots, it be agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction(s) amended or released and by filing said agreement with the office of the Salt Lake County Recorder. Provided, however any amendment or release regarding

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paragraph three shall require a unanimous vote. Notwithstanding the above-described provision for releasing restrictions from the property, the covenants and restrictions contained herein respecting environmental controls and identified as paragraph 4 of these covenants and restrictions shall not be amended or released at any time.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height and a private garage for not less than two (2) nor more than four (4) vehicles. Notwithstanding the foregoing, the height of any building, structure or appurtenance thereto shall not be higher than thirty-five (35) feet above the mean elevation of that portion of the lot bounded by the foundation line. The Architectural and Structural Control Committee shall have power to further limit the number of stories and the height of structures as to all lots in its sole and exclusive discretion. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 2,500 square feet for a single level residence, and 1,800 square feet for the main floor of a multi-level residence and a minimum of 700 square feet for all other levels of such multi-level residence. Garages shall be required rather than carports. All construction shall be of new materials except for approved "used brick". Such accessory buildings as are approved by the Architectural Control Committee may also be permitted.

4. ENVIRONMENTAL REGULATIONS: Glacio Park #2 Subdivision is located in an environmentally sensitive area. Little Cottonwood Creek, which runs through this Subdivision, has been designated a non-degradation stream by the State of Utah and Salt Lake County. As a result of such designation the following restrictions with respect to environmental controls shall apply:

A. Animals. No domestic, farm or other animals of any kind shall be permitted within the subdivision in compliance with Salt Lake County Ordinance 8.16.14 (see also Paragraph 9(B)).

B. Easements for Stream, Flood Control and Buffer Area. Any lot which backs Little Cottonwood Creek (hereinafter the "Creek") shall be deemed to have a rear yard property line located at the center point of the Creek. Commencing from the rear yard property line and extending toward the front yard property line of all lots backing the Creek, the following easements exist (all of which are identified and shown on the Subdivision Plat for Glacio Park #2):

- 1) Twenty Foot (20') stream easement;
- 2) Forty Foot (40') flood control easement.
- 3) Fifty Foot (50') open space, "buffer area" easement which shall extend from the center line of the Creek to the high center-line of the Berm (as described hereinafter). Within said buffer area, no structure of any kind shall be permitted and no environmentally destructive activities shall take place. The following are specifically prohibited: fertilizing, trimming of bushes or shrubs, discharge of any substances and fencing of any kind. It is the intent of this provision to maintain a natural state in the buffer area. With respect to lots backing on the Creek, the rear yard set back shall be Twenty Five Foot (25') from the center line of the Berm.

C. Berm. A Berm line shall be located by Glacio-CCB Joint Venture for all lots backing upon the Creek. Said Berm line shall run parallel to the Creek Fifty Feet (50') from the rear yard lot line. Grading permits are required before excavation or earth moving on the site. The grading permit application shall show the approved Berm line and height. Each owner shall cause his excavation contractor to establish a Berm on the Berm line and

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thereafter the owner shall cause same to be maintained on his lot in accordance with the requirements of the Salt Lake County Water Quality and Pollution Control Division. No debris, construction or encroachment of any kind shall be permitted on the Creek-side of the Berm. No vegetation may be removed from the Berm or Buffer during or after construction except as required by the Fire Marshal for prevention of fire hazard.

D. **Portable Field Sanitation Units. ("Units").** During the period of any construction on a lot, the owner thereof shall maintain one (1) Unit upon the lot in accordance with plans and specifications set forth by the Salt Lake County Health and Environmental Sanitation and Safety Agency. Provided, however, upon written consent of the undersigned, the owners of immediately adjacent lots may maintain one (1) Unit for every 100 lineal feet of roadway, less the number of Units maintained by owners pursuant to this article. After completion of off-site improvements, the undersigned shall have no further obligation to furnish any Units.

E. **Construction and Excavation Debris.** All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" from construction or any other debris are permitted to loose on any adjoining lot, in any public right of way, or in the buffer area. Lot owners shall take whatever action is necessary to prevent spoils from looting beyond the center-line of the Berm. Lot owners agree that the undersigned or the Architectural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property or in the buffer area as a result of activities of a lot owner, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owner's property to secure the repayment of all sums expended by said Committee or the undersigned in cleaning up and removing said "spoils" and debris from adjoining public, private property, or buffer area if same is not voluntarily cleaned up and removed by owner within 24 hours of written notice from the undersigned or said Committee identifying the required clean up and removal work.

5. **MOVING OF STRUCTURES:** No structure of any kind shall be moved from any other place to the property without written approval of the Committee.

6. **DILIGENCE IN BUILDING:** When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within sixteen (16) months. No building shall remain incomplete for any reason for a period in excess of sixteen (16) months from the date that site excavation commenced.

7. **COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY:** All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of the Salt Lake County Zoning Ordinance relating to Zone A-1, or as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.

8. **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

9. **NUISANCES AND RELATED MATTERS.**

A. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or potential pollution source to Little Cottonwood Creek.

B. **Pets.** No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, livestock, or companion

household pets, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision. No animals of any kind will be allowed within the subdivision in compliance with Salt Lake County Ordinance 8.16.140.

C. **Storage.** No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

D. **Signs.** Except for signs displayed by the declarant during the construction and lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot.

E. **Drilling and Mining.** There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. **Rubbish.** No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. **Transmitting and Receiving Equipment.** All television and radio antennas, satellite dishes, citizens band, or other electronic reception devices shall be completely erected, constructed and placed within the enclosed area of the residence or garage on the lot. None will be allowed upon any roof or shall be visible from the front or side of the structure, unless they are properly located and screened so as to not be visible from the street or any adjacent lot. Exceptions must first be expressly approved in writing by the Architectural control committee.

H. **Air Conditioning.** No swamp coolers will be permitted. Air conditioning shall be provided only by a central air conditioning system.

10. **EASEMENTS:** Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewers and other things for convenience to the owners of lots in said tract, as may be shown on the subdivision plat. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, its successors or assigns.

11. **SET BACKS:** No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in the recorded subdivision plat, contracts, or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said building, or other structure, and said line; the "set back" of any building, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street. Technical terms such as "set back" and all other such terms as used in this Declaration shall be defined, where possible, and shall have the meaning assigned by the Salt Lake County Zoning Ordinance, Salt Lake County Subdivision Ordinance or Salt Lake County Uniform Building Code.

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12. **MANNER OF VOTING:** In voting, pursuant to the provisions of paragraphs two and thirteen hereof, each lot owner of record other than the Developer shall be entitled to one vote for each lot owned by him, provided, however, where there is more than one record owner of a lot, all of such owners must act unanimously in order to cast a vote for that lot. As long as the Developer owns lots in the Subdivision, the Developer shall be entitled to thirteen (13) votes for each lot owned by the Developer. The action resulting from such vote of lot owners is to be evidenced by a written instrument signed and acknowledged by such owners. Any vote resulting in the amendment or repeal of the Declaration shall be recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.

13. **ARCHITECTURAL CONTROL COMMITTEE:** An Architectural Control Committee (hereinafter the "Committee"), consisting of three (3) members is hereby created. Committee members will elect a Chairman. The undersigned may fill vacancies in the Committee and remove members thereof at its pleasure, provided, however, that when 90% of the lots in the subdivision have been sold, (either deeded or sold under contract of sale) thereafter, upon designation of 85% of those who are owners (either by contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments, provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in the subdivision, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by the vote of any three (3) of its members. Any authorization, approval or power made by the Committee must be in writing and signed by the Chairman of the Committee.

14. **ARCHITECTURAL CONTROL COMMITTEE MEMBERS:** The Committee members shall be composed of:

Clay Blair
6909 Martway
Mission, KS 66202

Ed Gallacher
307 West 200 South
Salt Lake City, UT 84101

Richard Gallacher
2488 East Newcastle Drive
Sandy, UT 84093

15. **ARCHITECTURAL AND STRUCTURAL CONTROL:**

A. **Approval Required.** No building or structure, including a tennis court or swimming pool shall be erected, remodelled or placed on any lot without the written approval as to location, height, design, color and harmony with existing structures first having been obtained from the Committee. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved.

B. Structural Guidelines. Footings, foundations, walls, floor diaphragms and other earth retaining structures must be designed to resist all lateral forces.

C. Architectural Guidelines. The following architectural guidelines shall apply to all lots in Glacio Park #2 Subdivision affected hereby:

- 1) **Harmony in building:** The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either wood shingles, composition shingles, tile roofs, or approved metals in natural colors.
- 2) **Landscaping:** No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Committee. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30 of the following year if the house is ready for occupancy after October 15) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within nine months of the date the house is approved for occupancy. No landscaping plan will be approved unless the owner of said residential lot installs an underground automated sprinkling system. Said system shall extend to the grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot. See Paragraph 17.
- 3) **Color harmony:** Exterior colors must be approved by the Architectural Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces.
- 4) **Retaining walls:** All retaining walls must be approved by the Committee. The Committee will not be required to approve the use of unfaced concrete retaining walls. The Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes. See paragraph 15B, Structural Guidelines.
- 5) **Site Plan:** The direction which homes on corner lots shall face must be approved by the Committee. Lot owners must determine the depth and location of the sewer from the Cottonwood Sanitation District prior to designing their exterior house elevations or excavating and beginning construction.
- 6) **Garages:** All garages shall be side or rear entry unless the size, topography or physical features of the site make such entry impractical. Front-entry garages and other exceptions to this provision must be specifically approved by the Committee.
- 7) **Fences:** Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height of fences shall be in conformity with Salt Lake County ordinances. Under no circumstances will any "chain link", "precast concrete", "plastic", "PVC" or "vinyl" fencing of any type, brand or make be allowed to be constructed on any property within the described Glacio Park #2 Subdivision.
- 8) **Exterior lighting:** Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

9) **Scale lot layout:** No building or structure shall receive approval from the Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter inch scale.

10) **Samples:** Prior to the approval of any building or structure, appropriate building material samples must be provided to the Committee in order to determine if said materials comply with the terms of these conditions and restrictions. In addition, samples must be provided accurately reflecting the color scheme to be used on the improvements.

11) **Construction plans and drawings:** Prior to obtaining approval from the Committee, a set of final "to be constructed" plan and drawings must be submitted to the Committee. The Committee will not permit any redlining or oral modification of said final "to be constructed" plans or drawings, and all plans and drawings so submitted will be evaluated based solely on the submitted "to be constructed" plans. In addition, no plans shall be approved by the Committee until after the footing and foundation plans and all structural elements have been approved in writing by a licensed structural engineer. All such plans and drawings will be deemed to be approved at such time as they have been approved by the Committee and signed by the Chairman of the Committee.

12) **Prohibition against soil erosion and runoff:** It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm draining system. All construction shall comply with the provisions of Chapter 70 of the Uniform Building Code. Lot owners shall cause all construction to take place in a good and workman-like fashion so as not to impair the Berm line, the natural stream buffer zone, or the natural drainage. Once construction and final landscaping have been completed on all adjoining lots and agree to facilitate compliance with Chapter 70 of the Uniform Building Code by all adjacent lot owners.

D. Building Permit Procedure. No lot owner will be eligible to obtain a building permit from Salt Lake County until such time as he has submitted to the Committee:

1) Construction plans and drawings as provided for herein, as well as a Design for Impervious runoff which is adequate, in the sole opinion of the Committee, to control drainage from the lot.

2) A refundable deposit in the sum of Five Hundred Dollars (\$500.00), (herein the "Deposit").

At such time as the Committee has approved the plans and drawings, as well as the Design for Impervious runoff, the Committee will so indicate its approval in writing to the Salt Lake County Water Quality and Pollution Control Division which must also review and approve the Design for Impervious runoff. Upon approving said Design for Impervious runoff, the Salt Lake County Water Quality and Pollution Control Division will notify the Undersigned and the Salt Lake County Building Department. The Undersigned will then notify the lot owner in writing of his authorization to apply for a building permit.

The deposit will be refunded to the lot owner in full upon completion of construction in accordance with the plans and drawings and upon completion of Landscaping in accordance with the requirements set forth herein and upon compliance with all other provisions of this declaration applicable to the lot.

16. **ARCHITECTURAL PROCEDURE:** The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of county ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the building or with architectural soundness thereof and the Committee shall have no responsibility for a determination of such adequacy or soundness.

17. **ADDITIONAL COVENANTS:**

A. **Grass.** Each lot owner shall plant and maintain grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot.

B. **Concrete Maintenance.** Each lot owner shall at all times keep the curb and gutter and sidewalk of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

C. **Enforcement.** The lot owners hereby agree that the Committee and/or Salt Lake County may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the County/Committee's attorney as such fees may be fixed by the court.

18. **VIOLATIONS OF RESTRICTIONS; PENALTIES:** Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the Committee, the undersigned, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

19. **ACCEPTANCE OF RESTRICTIONS:** All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

20. **EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE:** Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants,

conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

21. **RESERVATION OF EASEMENT:** All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have granted an easement to the undersigned so as to permit the Developer to develop each and every part or parcel of adjoining property owned or held by him.

22. **ARCHITECT-BUILDER-ENGINEER ACKNOWLEDGMENT:** All purchasers of property described above hereby agree to cause any architect, designer, builder or engineer whom purchaser desires to employ or enter into any contract with regarding the design or construction of a residence on the property to execute an Architect-Builder-Engineer Acknowledgment of Receipt of these Restrictive Covenants prior to commencement of any work on the property on behalf of purchaser. Purchaser further agrees to present a copy of all such fully executed Architect-Builder-Engineer Acknowledgments to the undersigned prior to filing of an application for a building permit.

23. **EXTENSION OF THE SUBDIVISION:** The Developer shall have, and expressly reserves the right, from time to time, to add to the existing Subdivision and to bring within the scheme of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; except that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration which are applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer in good faith.

24. **SEVERABILITY:** Invalidity of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first written above.

GLACIO-CCB JOINT VENTURE

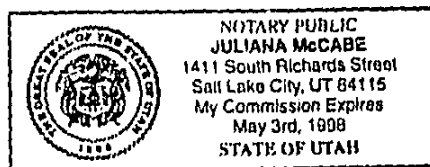
By: Clay C. Blair
Clay C. Blair, Managing Member
CCB Properties, L.L.C.

By: Edwin T. Gallacher
Edwin T. Gallacher, Operations Member
Glacio Park Development, L.L.C.

STATE OF UTAH)
 :SS.
County of Salt Lake)

On the 4th day of October, 1995, personally appeared before me, Edwin T. Gallacher, known to me to be the Managing Member of Glacio Park Development, L.C. and Clay C. Blair III known to me to be the Member of CCB, L.C. the Limited Liability Companies that executed the within instrument, said persons being known to me to be the persons who executed the within instrument on behalf of said Limited Liability Companies, said Limited Liability Companies being known to me to be the Joint Venture of The Glacio CCB Joint Venture, the Joint Venture that executed the within instrument and acknowledged to me that such Limited Liability Companies executed the same both Individually and as a Joint Venture of said Joint Venture and that such Joint Venture also executed the same.

Juliana McCabe
Notary Public
Residing in: Salt Lake City, Utah
Commission expires: 5/3/98



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