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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 OLIVER GUSHEE  
 48 W MARKET STREET  
 STE 300  
 SALT LAKE CITY UT 84101  
 BY: AMF, DEPUTY - 01 6 P.

**DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR FOREST GLEN SUBDIVISION  
 PLATS "B" AND "C"**

**BRIGHTON PARK, BIG COTTONWOOD CANYON,  
 SALT LAKE COUNTY, UTAH**

We, the undersigned owner(s) of the Forest Glen Subdivision, Plats B & C (as more specifically described and defined below, the "Property"), hereby declare that all of the Property shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to these covenants, conditions and restrictions ("CC&Rs") and other "Governing Documents" (as defined and described more fully below), all of which are created for the mutual benefit of the Owners of the Property, and the individual Lots within the Property. The CC&Rs shall in all cases run with the title of the land and are binding upon the Owners, their successors, assignees, heirs, lien holders, and any other person holding an interest in the Property and/or individual Lots.

**Article 1: Definitions**

1.1. "Owner" shall mean the person or persons having title to any Lot within the Property.

1.2 "Property" shall mean all of the land, including all individual Lots, common areas, and roadways, shown and described in the Forest Glen Plat "B" Subdivision Plat, excepting and excluding Lots 13, 14, 15, 22 and 23 in Plat "B" dated December 30, 1969, recorded January 14, 1971 in Book II, Page 55 and Forest Glen Plat "C" Subdivision Plat, excepting and excluding Lots 41, 42 43 and 44, dated January 5, 1970, recorded June 9, 1970 in Book HH, Page 790, of the records of Salt Lake County, Utah ("Subdivision Plats") to which reference is made for all purposes.

1.3 "Lots" shall mean all numbered individual lots shown on the "Subdivision Plats."

**Article 2: Governing Documents**

2.1 CC&Rs

The lawfully enacted Salt Lake County zoning regulations and building, fire and health codes are in full force and effect for the Property and no Lot may be occupied, developed, or improved in a manner that is in violation of any law, ordinance or regulation. If the

duly established CC&Rs are more stringent than applicable zoning or other regulations, it is the intent that the CC&Rs shall control. In no case is authority claimed or provided for any use, improvement, or activity that is in violation of any local, state, or federal law or regulation.

## 2.2 Forest Glen Plat "B" & "C" Homeowners Association

The Owners shall constitute the membership of the Forest Glen Plat "B" & "C" Homeowners Association, a Utah non-profit corporation ("Homeowners Association"), and thereby are subject to and shall abide by and comply with the Articles of Incorporation, Bylaws, Rules and Procedures duly established by the Homeowners Association which, together with the CC&Rs, constitute the Governing Documents. The Bylaws, Rules and Procedures shall include but are not limited to the following:

2.2.1 Only detached dwellings shall be created on any Lot. Dwellings shall have a setback from the centerline of the designated roadway of at least twenty-five (25) feet and from the side lot lines of at least ten (10) feet.

2.2.2 No dwelling shall be erected, placed or altered on any Lot until the building plans have been approved in writing by duly appointed representatives of the Homeowners Association as to conformity with the established Bylaws, Rules and Procedures of the Homeowners Association.

2.2.3 No noxious offensive trade or activity shall be carried out on any Lot or other area of the Property, including the creation of loud or offensive noises, odors, or lighting that creates an annoyance or nuisance to another Owner.

2.2.4 An easement is reserved along the designated roadways and within five (5) feet of every boundary line of each Lot for water system or utility installations and maintenance.

2.2.5 Roadways are designed for use by the Owners and their guests to gain access to individual Lots in accordance with and subject to the Bylaws, Rules and Procedures established by the Homeowners Association.

2.2.6. A single water line hookup to the established culinary water system is available to each individual Lot on the Property, the use of which shall be regulated by the Rules and Procedures of the Homeowners Associations. In no case is the supply of water guaranteed nor shall the Homeowners Association be liable for any loss associated with the access to or supply of water or the absence thereof. The Homeowners Association shall make all reasonable efforts to maintain the culinary water system, enlisting the aid, assistance, and cooperation of all Owners in the pursuit of such efforts.

2.2.7 All Lot Owners (i.e., Members of the Homeowners Association) are obligated to pay Common Expenses assessed to them by the Board of Directors on behalf of the Corporation who are authorized to take prompt action to collect any unpaid assessment in accordance with the Bylaws and applicable provisions of the Community Association Act (Sections 57-8a-101 et seq. of the Utah Code Annotated).

### Article 3: Private Roadways

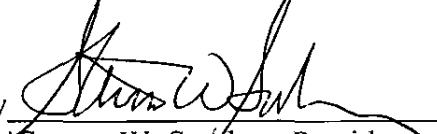
3.1 All roadways within the Forest Glen Plat "B" & "C" Property, together with the rights-of-way as recorded with the Salt Lake County Recorder's Office, are privately owned in common by the various Lot owners of Forest Glen Plat "B" & "C" and each Lot owner has a perpetual easement and right to travel the same. The roads may be gated at the intersection of Skyview Road and Guardsman Road.

3.1.1. Salt Lake County is not obligated to improve or maintain any roadway within the said Forest Glen Plat "B" & "C" Property and Salt Lake County has approved Forest Glen Plat "B" & "C" Subdivision with the understanding that no claim will be made upon it (Salt Lake County) for fire protection, snow removal, garbage collection or similar service, except as these services exist and are available to the Big Cottonwood Canyon area in general.

THIS DECLARATION shall be signed by an officer of the Homeowners Association as attorney-in-fact for one or more owners of lots within the Forest Glen Plat "B" & "C" Property who provide powers of attorney to such person and shall be binding upon the such owners' heirs, successors, representatives and assigns. To the extent any signatures are made by a person acting as attorney-in-fact, that undersigned hereby warrants and represents that the undersigned is the attorney-in-fact for the owners of the Lots in question and that he holds powers of attorney from each such lot owner.

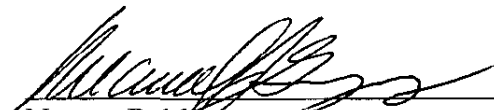
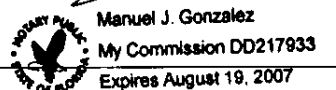
Date: April 14, 2005

FOREST GLEN PLAT "B&C"  
HOMEOWNERS ASSOCIATION

By   
Steven W. Sanders, President

STATE OF FLORIDA )  
 ) :ss  
 COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me on the 14 day of APRIL, 2006, by Steven W. Sanders, President of the Forest Glen Plat "B&C" Homeowners Association.

  
 Notary Public  
 Residing at \_\_\_\_\_  


This Declaration is hereby executed by the undersigned on behalf of the following Owners of Lots within Forest Glen Plat B&C Property:

<u>Name of Owners</u> <u>Plat &amp; Lot #s</u>	<u>Plat "B"</u>
Dino Pionzio Jr. & Wendy S. Pionzio	B-01
Curtis & Erika Thompson	B-02
Howard V. Marsell	B-03, 04
Alexander W. Wheeler	B-05
Ken H. & Jane B. Kelly	B-06
Tom Swallow & Pat Haussler	B-08
Armin P. & Ruth Langheinrich	B-09
George Mooney	B-10
Kenneth & Nancy Lund	B-11
Bert L. & Dorothy Dart	B-16
Wallace Boyack	B-17
Kayol Investment Company Family Limited Partnership	B-18
Ross Anderson	B-19
Warnecke Family Trust	B-20
Alan R. & Gwen S. Nelson	B-21
Wm. P. Vincent	B-24
James D. Schubach	B-25
Greg & Janice L. Bishop	B-26

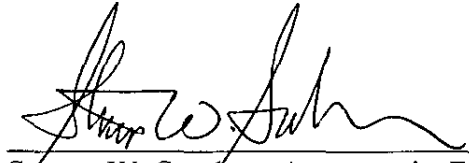
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Plat "C"

Francis R. & Sharon Hammond	C-01
Alfred Lenk	C-02
Earl S. & Arlene M. Harmer	C-03
Gregory Hatch	C-04
Mark & Nancy Barton	C-05, 06
Steve Gabbert	C-07
Ross Trivas	C-08
Carolyn Lee Keigley	C-09
David C. & Karen D. Richards	C-10
Gordon M. McClean	C-10A
Ross & Kathy McIntyre	C-10B
Stephen B. Maeger & Lori Belcher	C-11
Gerhard & Linda Fleischer	C-12
Marlin J. Steinfeldt	C-13
Jennifer & Kevin Prince	C-15, 16
Paul Nell	C-17
Donald C. & Lisa Gren	C-18
Stanley M. Jencks	C-19
Wayne Patterson	C-20
Paul H. & Gretchen Clark	C-21
Richard E. Swinyard	C-22, 23
Robert L. & Cora M. Skinner	C-24, 25
Kay Bernson	C-26
N. Keith Carroll	C-27
Karl Freeman	C-29
John Bridge	C-30
Steven & Jill D. Sanders	C-31
Bernd & Phyllis Panko	C-32
Fred & Linda Rowland	C-33
Thomas E. Hagerman & Don R. Remington	C-34
David Osborn	C-35
Don Pickard	C-36
Willy Stockman & Phil Triolo	C-37
Deborah L. Meyers & John Eric Railsback	C-38
Michael Allegra	C-39
David & Marjorie Feil	C-45
Lewis Kirkman	C-46
Scott & Krista M. Schonrock	C-47
Terri Pauls, Trustee	C-48
Kurfulkin Ltd.	C-49, 50
Troy A. Harvey & Travis A. Harvey	C-51

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Dated this 14<sup>th</sup> day of APRIL, 2006

  
Steven W. Sanders, Attorney-in-Fact

STATE OF FLORIDA )  
 ) :ss  
COUNTY OF BROWARD )

On the 14 day of April, 2006, Steven W. Sanders personally appeared before me, who being by me duly sworn, did say that he is the Attorney-in-Fact of owners of the above described Lots in the Forest Glen Plat "B&C" Homeowners Association and that by his authority, the foregoing instrument was signed on behalf of the said Forest Glen Plat "B&C" Homeowners Association owners, and, as Attorney-in-Fact, said Steven W. Sanders acknowledged before me that he executed the same and that the statements contained therein are true.

  
Notary Public  Manuel L. Gonzalez  
Residing at \_\_\_\_\_ My Commission DD217933  
Expires August 19, 2007

My Commission expires:

AUGUST 19, 2007