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**DECLARATION OF RESTRICTIVE COVENANTS  
SWEETWATER PARK SUBDIVISION NO. 10  
A SUBDIVISION IN RICH COUNTY, UTAH**

Sweetwater Park  
555 East 2nd South  
Salt Lake City, Utah  
84102

Sweetwater Resorts, Inc.  
Garden City, Utah  
84028

NOW, THEREFORE, the following covenants, restrictions and requirements are hereby imposed and to be covenants running with the land above-described, and the undersigned Sweetwater Park, owner of said land, does hereby declare that the above-described land is to be sold and conveyed under This Declaration of Restrictive Covenants made this 24th day of JANUARY, 1974, by SWEETWATER PARK, a Utah corporation.

**WITNESSETH:**

WHEREAS, Sweetwater Park, a Utah corporation (hereinafter sometimes referred to as the "Corporation") is the owner of the following-described real property situated in Rich County, State of Utah:

All of Sweetwater Park Subdivision No. 10 according to the official plat thereof on file in the office of the County Recorder of Rich County, State of Utah.

WHEREAS, Sweetwater Park is the successor to Sweetwater Incorporated which was the surviving corporation of a merger between Bridgerland Beaches Incorporated and Bridgerland Incorporated, and between Sweetwater Incorporated and Bridgerland Ranches, Inc.; and

WHEREAS, Sweetwater Park Subdivision No. 10 is a part of a larger recreational development known as Sweetwater Park at Bear Lake, situated in Rich County, State of Utah (hereinafter sometimes referred to as the "Development") which it is contemplated will ultimately include several subdivisions, a marina and other resort and recreational facilities; and

WHEREAS, the Corporation has subdivided the land described above into lots, streets and common areas as designated in said

Recorded March 20, 1974 Filing No. F14, 276  
At 10:35 AM In Book K2 Page 27  
Fee \$13.00 Zarea B. Jessop, Rich County Recorder  
Z.B.J.

3. All dwellings shall be set in accordance with the plat of Sweetwater Park Subdivision No. 10 and desires to place certain covenants and restrictions on said land as part of a plan for the improvement and benefit of Sweetwater Park Subdivision No. 10 (hereinafter sometimes referred to as the "Subdivision") and the Development, and for the protection and benefit of the Corporation and any and all future owners of interests in said real property, thirty (30) feet from any street line and not less than twelve (12) feet from any side line.

NOW, THEREFORE, the following covenants, restrictions, reservations and requirements are hereby created and declared to be covenants running with the land above-described, and the undersigned Sweetwater Park, owner of said land, does hereby declare that the above-described land is to be held and conveyed subject to the covenants, restrictions, reservations and requirements hereinafter provided, shall be occupied until plumbing and electrical work are substantially completed, including private inside bathroom facilities.

I.

D. The Planning Commission LOTS.

A. Each and every lot in the Subdivision is hereby designated as a residential lot and no structures shall be placed, erected, altered, constructed or permitted on any such lot and no use shall be made of any such lot or any structures thereon except as provided herein. An excess of five hundred dollars (\$500.00) (fair market value)

B. The lots within the Subdivision will range from approximately one (1) acre to approximately two (2) acres in size. Lots may not be further subdivided by the Corporation or by the owners thereof and no owner shall have the right to sell or convey less than a full-size lot, as recorded, composed of four persons, one of whom shall be an architect.

C. The following requirements shall apply to all dwellings placed, erected or constructed on any lot in the Subdivision: an engineer licensed in the State of Utah and appointed by the Corporation, one of whom shall be an architect.  
1. Minimum ground floor square footage for dwellings shall be six hundred seventy-two (672) square feet for a single level dwelling and five hundred fifty (550) square feet for a multiple level dwelling. Persons desiring to place, erect or construct a building or structure on any lot in the Subdivision shall be completed on the exterior within sixteen (16) months from the start of construction including the application of paint, stain or varnish.

3. All dwellings shall be set on permanent foundations or, if necessary, on piers.

4. No dwelling shall be higher than two (2) stories from any one elevation.

5. All structures must be set back not less than thirty (30) feet from any street line and not less than twelve (12) feet from any side line.

6. No structure shall be erected, placed, altered or permitted to remain on any residential lot other than one (1) single family dwelling, private garage, boathouse and stable.

7. No dwelling shall be occupied until plumbing and electrical work are substantially completed, including private inside bathroom facilities.

D. The Planning Committee.

1. No building or other structure shall be placed, erected or constructed on any lot in the Subdivision without the prior written approval of the Planning Committee. No modifications, alterations or additions in excess of five hundred dollars (\$500.00) (fair market value) may be made to any lot in the Subdivision without the prior written approval of the Planning Committee.

2. The Planning Committee shall be composed of four persons, one of whom shall be an architect licensed in the State of Utah and appointed by the Corporation, one of whom shall be an engineer licensed in the State of Utah and appointed by the Corporation, one of whom shall be an officer or designee of the Corporation and one of whom shall be a representative of the Sweetwater Park Homeowners' Association, Inc.

3. All persons desiring to place, erect or construct a building or structure on any lot in the Subdivision or desiring to alter, amend or add to any existing building or structure within

the Subdivision shall submit a written application for approval of such improvement to the Planning Committee and in connection therewith shall submit complete plans and specifications for the proposed improvement or improvements showing the following:

a. An overall view of the proposed improvement or improvements.

b. The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvements on said lot.

c. Floor plans of each floor level.

d. The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.

e. Elevations.

f. Provision for temporary and permanent parking of vehicles in connection with use of the facility.

g. Design and layout of proposed sewage disposal facilities.

h. Proposed time schedule for construction to completion.

4. The Planning Committee shall not give its consent to the proposed improvement unless, in the opinion of the Planning Committee, the improvement is properly designed and the design, contour, materials, shapes, colors and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms and vegetation cover.

C. 5. The Planning Committee shall have the right to disapprove any application in the eventing of the said application and the plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony and all with neighboring improvements and the generally approved from the surroundings, or if the design and the plans for the construction do not include sufficient safeguards in the Subdivision for preservation of the environment or for any other reason the Planning Committee may deem in the best interests of the Subdivision. The decision of the Planning Committee shall be final, binding and conclusive on all of the parties affected, subject to appeal to the Board of Appeals in accordance with the provisions of the Subdivision Ordinance.

E. Mobile homes, trailers, temporary houses, tents and similar structures and vehicles may not be placed on or erected upon any lot except temporary structures may be placed on a lot for use in connection with the construction of permanent structures on said lot during the period of construction only.

F. The Corporation reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state and/or federal regulations controlling this Subdivision, unless by vote of a majority of the then owners of said lots, voting as hereinafter provided, it is agreed to change said covenants and restrictions in whole or in part.

## II.

### USE OF LOTS

Lots shall be used for residential purposes and purposes normally incident to residential occupancy and any other use including, but not limited to the following, shall be prohibited:

A. Commercial trade or business may be conducted on any lot in the Subdivision constructed in accordance with requirements of the Utah State Department of Health and other appropriate agencies.

B. Advertising signs or structures may be placed on any lots, the lot owner. Such sewage disposal system shall consist of a vapor tight holding tank for disposal by a scavenger service unless special permission is obtained from the Health Department.

C. No obnoxious or offensive or illegal activities or conduct shall be carried on upon any lot nor shall anything be done thereon which shall constitute an unreasonable annoyance or nuisance to occupants of other lots.

D. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in an orderly manner and all rubbish, trash, debris or garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. No unregistered vehicle, unless garaged, shall be allowed in the Subdivision.

E. Any dwelling, garage, stable or other structure which is destroyed or damaged in whole or part by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness.

III. COVENANTS TO RUN WITH LAND

The covenants and restrictions herein set forth shall run with the land described above and be binding on all persons claiming any interest in the lots or any part thereof for a period of fifteen (15) years from the date hereof, at which time said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years unless by vote of a majority of the then owners of said lots, voting as hereinafter provided, it is agreed to change said covenants and restrictions in whole or in part.

IV. SEWAGE, WATER AND UTILITIES

A. Sewage. Unless and until a sanitary sewage system shall have been constructed to serve the Subdivision, an individual sewage disposal system constructed in accordance with requirements of the Utah State Department of Health and other appropriate health authorities shall be installed to serve each dwelling by the lot owner. Such sewage disposal system shall consist of a water-tight holding tank for disposal by a scavenger service unless special permission is obtained from the Planning

Committee for use in approved areas of a septic tank and drainage field. When special permission is obtained for use of a septic tank and drainage field, County approval must be obtained by the lot owner prior to construction. The effluent from septic tanks shall not be permitted to discharge into any streams, storm sewers, open ditches or drains. No outside privie, toilet or outhouse, temporary or permanent, shall be permitted on any lot. No sewage device shall be installed until plans for such devices are reviewed and approved by the Bear River Health Department.

B. Water. Culinary water shall be supplied by the Corporation to a point adjacent to each lot on the road or on easement lines indicated on the Subdivision Plat, and the owner of each lot shall be required, at said owner's expense, to install pipelines connecting the dwelling on the owner's lot to such a point. Culinary water shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by December 31, 1975, or within 30 days after an approved building permit issued by Rich County, Utah, is supplied to the Corporation by said lot owner, whichever is the last to occur. Water shall be accepted and used by said owner in conformity with all rules and regulations as may be adopted by the Corporation or any other proper authority. Outside use will be prohibited except for emergency use in starting trees and shrubs; the Subdivision or Development are private and shall be for the use and benefit of the owners of lots in Subdivision No. 230 C. Electricity. Electricity shall be supplied by the Corporation to certain points within the Subdivision, as shown by the easement lines on the Subdivision Plat, and the owner of each lot shall be required to install, at the owner's expense, such lines as are necessary to connect the dwelling on the owner's lot to such a point. Electricity shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by December 31, 1975, or within 30 days after an approved building permit issued by Rich County, Utah, is supplied to the Corporation by said lot owner, whichever is the last to occur. All electricity lines must be installed underground, including the lines from the connection point, as shown by the easement lines on the Subdivision Plat, to the owner's dwelling. Division shall be to the Corporation; provided, however, at such time as the Corporation shall have installed. Other Public Utilities. All public utilities, including electric power, telephone communication and natural gas (if any), shall be used by the individual owners under the rules and regulations prescribed by the company furnishing the public utility when and as said public utility is made available to each lot owner.

V. ... and the right to the use and enjoyment of the ... and other ... and ... facilities ... in accordance with such rules and regulations ... established from time to time by the Corporation.

EASEMENTS

A. Easements for the installation of transmission lines, pipe lines and certain rights-of-way are shown on the Subdivision Plat.

B. The Corporation reserves for itself and its successors and assigns the right to enter upon any lot to construct and maintain public utilities and improvements, pipes, poles, wires, etc., whether underground or above ground, so long as such construction and maintenance does not hinder or prevent the construction of buildings on any lots.

VI. ... a Utah non-profit corporation (hereinafter sometimes referred to as the "Association") and shall be entitled to one (1) share of stock in said Association for each lot for which legal or equitable title was acquired; provided, that ... shall be entitled to ... the Association.

OWNERSHIP USE AND ENJOYMENT OF PARKS AND RECREATIONAL AMENITIES AND COMMON AREAS

A. All parks, recreational facilities and other amenities within the Subdivision or Development are private and shall be for the use and benefit of the owners of lots in Sweetwater Park Subdivision No. 10 and for the owners of lots in other subdivisions within the Development and other classes of persons as determined by such rules and regulations as may be established from time to time by the Corporation. Nothing contained herein or in the Subdivision Plat shall be deemed to create a public right to use any such facilities or amenities or to constitute a dedication of such facilities or amenities to the public. The Corporation shall have the right to adopt reasonable rules and regulations, not inconsistent with the covenants contained herein, and to amend the same from time to time, relating to the use of the common areas and the recreational and other facilities.

B. The ownership of all recreational facilities and common areas in the Subdivision shall be in the Corporation; provided, however, at such time as the Corporation shall have sold ninety per cent (90%) of the lots within the Subdivision, the Corporation shall convey any and all of the facilities designated as common areas on the plat to the Sweetwater Park Homeowners' Association, Inc., which shall accept such conveyance.



shall have access to and the right to use and enjoyment of the marina and other resort and recreational facilities owned by the Corporation, in accordance with such rules and regulations as may be established from time to time by the Corporation and upon paying such dues or charges, if any, as may be required by the Corporation.

C. Lot owners shall have access to and the right to the use and enjoyment of the marina and other resort and recreational facilities owned by the Corporation, in accordance with such rules and regulations as may be established from time to time by the Corporation and upon paying such dues or charges, if any, as may be required by the Corporation.

It shall be solely responsible for the operation, maintenance, repairs and repair of all such common areas, water system and streets. The costs of such activities will be met by assessments levied by the Association upon the stockholders thereof. Each such assessment shall be based upon the number of shares owned and regulations established by the Association.

SWEETWATER PARK HOMEOWNERS' ASSOCIATION

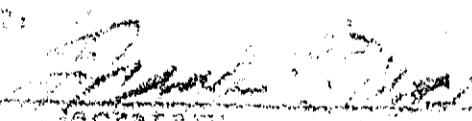
A. Every person acquiring legal or equitable title to any lot in the Subdivision shall become a member of the Sweetwater Park Homeowners' Association, Inc., a Utah non-profit corporation (hereinafter sometimes referred to as the "Association") and shall be entitled to one (1) share of stock in said Association for each lot for which legal or equitable title was acquired; provided, however, upon the completion of a dwelling upon a lot in the Subdivision, the owner of said lot shall be entitled to an additional two (2) shares of stock in the Association. Each lot owner covenants to be and continue to be a shareholder of the Association and to promptly, fully and faithfully comply with and conform to the By-Laws of the Association and the rules and regulations from time to time prescribed thereunder by the Governing Board of said Association or its officers and to promptly pay in full all dues, fees or assessments levied by said Association on lot owners. Transfer of title to a lot shall automatically transfer the shares of stock in the Association appurtenant to such lot to the transferee or transferees. The Corporation shall be regarded as the owner of all unsold lots in an approved and filed subdivision in the Sweetwater Development and shall be entitled to shares of stock in the Association based on said lots and shall have the full right to vote said shares. Sweetwater Park Homeowners' Association, Inc., shall include all subdivisions of the Sweetwater Development. The Corporation, the Association or other persons to whom the benefit of these covenants may be assigned may prosecute

B. The purpose of the Association shall be to promote the community welfare of the Subdivision and of the Development.

C. The Corporation will develop and construct a water system and streets for the Subdivision. Upon substantial completion of the water system and streets in the Subdivision, the

Corporation shall convey and transfer such water system and streets to the Sweetwater Park Homeowners' Association, Inc., which shall accept such conveyance. The Association shall be responsible for the establishment and enforcement of rules and regulations with respect to common areas within the Subdivision. After the Association has acquired title to the common areas, water system and streets, it shall be solely responsible for the operation, maintenance, upkeep and repair of all such common areas, water system and streets. The costs of such activities will be met by assessments levied by the Association upon the stockholders thereof. Each such assessment, when properly assessed according to rules and regulations to be established by the Association, shall be and remain a lien upon the real property of such stockholders in the Subdivision and upon the stock of such stockholders in the Association. Said lien shall continue until all assessments are fully paid or otherwise satisfied. The Association shall have such powers as set forth in its Articles of Incorporation and the laws of the State of Utah, including the power to assess and collect from each member of the Association a monthly charge in an amount to be determined by the Association. Such charges shall be determined and shall be levied and collected according to rules and regulations to be determined by the Association.

The lien for such assessments as may be made by the Association shall be subordinate to the lien of any mortgage or deed of trust placed upon any lot for the purpose of financing the acquisition thereof or the construction of improvements thereon.

SECRETARY  VIII.

PENALTY FOR VIOLATION

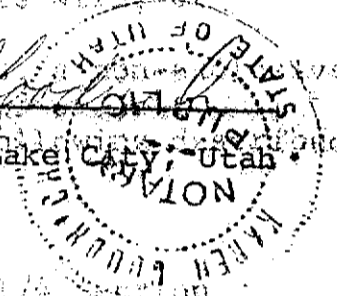
The Corporation, the Association or other persons to whose benefits these restrictive covenants enure may prosecute any proceedings at law or in equity against any persons violating or attempting to violate any of the provisions hereof and may prevent such persons from committing such violations and may recover damages or seek other relief for such violations. A waiver of a breach of any of the restrictive covenants contained herein shall not be construed as a waiver of any succeeding



... a corporation organized and existing  
under the laws of the State of Utah, with its principal office  
by me duly sworn, did say that they are the President and Secre-  
tary, respectively, of Sweetwater Park, a Utah corporation, and  
that the within and foregoing Declaration of Restrictive Covenants  
of Sweetwater Park Subdivision No. 10 was signed on behalf of said  
corporation by authority of a resolution of its Board of Directors  
and said BRIAN G. SWINTON and FRANK E. MOSS, JR. duly acknowledged  
to me that said corporation executed the same and that the seal  
affixed is the seal of said corporation.

Garden City, Rich County, State of Utah, this 1st day of June, 1967.

*Karen E. Brown*  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah



My Commission Expires: June 4, 1977, State of Utah:

6-4-77

... of way being a part of the NE 1/4 Section  
6, T. 13 N., R. 3 E., S. 11 E. & M., beginning at a  
point 8 00'04" N from Junction Circle Sweetwater  
Park Subdivision No. 3 (said point being on the  
exterior boundary line of the subdivision), more  
particularly described as lying South 2311.67 ft.  
and West 483.50 ft. from the SE Corner of said  
Section 6, extending 25.00 feet on each side of  
the following described centerline and running  
S 04°00'00" W 237.23 ft. to the North line of  
the East 1/2 SE 1/4 said Section 6.

This right-of-way is given for the sole purpose of Grantees  
moving their livestock and their private vehicles across said  
right-of-way and thereafter across the Sweetwater Park subdivision  
roads approved by Rich County, State of Utah, to the following  
described tracts of land owned by Grantees in Rich County,

State of Utah:

West one-half (1/2) of the Northwest one-quarter  
(1/4) of Section 6, Township 13 North, Range 3  
East, Salt Lake Base and Meridian.

East one-half (1/2) of the Southeast one-quarter  
(1/4) of Section 6, Township 13 North, Range 3  
East, Salt Lake Base and Meridian.

287  
...  
...