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| Entry No. 184060 | Book M.199 |
| RECORDED 9-29-81 | at 1:22 PM Page 520-30 |
| REQUEST of Airt Title | |
| FEE \$ 29.00 | WARDEN Y. SPRINGS, SUMMIT CO. RECORDER |
| INDEXED | By Nanda Springs |

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
KILBURN VACATION-HOMESHARES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made by the undersigned declarant corporation, which is hereinafter referred to as the "Company."

RECITALS:

1. The Company is the owner of that certain parcel of land with improvements thereon, the subject of this Declaration, located in Summit County, Utah and more particularly described as:

See Attached Exhibit

2. The Company desires and intends by recording this Declaration and the Bylaws to impose upon the real property subject of this Declaration mutually beneficial restrictions under a general plan of improvement and operation for the benefit of the Subject Properties and the Owners thereof.

3. The Company contemplates the sale and conveyance of undivided interests in the Subject Properties and desires to subject all of the Subject Properties to certain covenants, conditions, restrictions, servitudes and easements for the protection and benefit of any future owners of undivided interests in the Subject Properties.

DECLARATIONS:

The Company hereby certifies, declares and establishes the following general plan for the Subject Properties and hereby fixes the following covenants, conditions, restrictions, servitudes and easements, which shall run with the land as set forth herein, upon each and every undivided ownership interest in the Subject Properties under which restrictions, covenants, servitudes and easements each and every undivided interest in the Subject Properties shall be hereafter held, used, occupied, sold and/or conveyed. Each and all such restrictions, covenants, conditions, servitudes and easements shall inure to the benefit of, apply to and bind the Company and all future owners and their respective successors in title and interest.

Such restrictions, covenants, conditions, servitudes and easements are:

1. Definitions. As herein defined, both hereafter and heretofore:

(a) "Association" shall mean and refer to Homeshare Owners Association, a Utah non-profit corporation which has been or will be created by filing Articles of Incorporation therefor with the Utah Secretary of State. The said Association shall henceforth be the governing body of the Subject properties and shall operate in accordance with the "Bylaws of Homeshare Owners Association;

(b) "Bylaws" or "Bylaws of the Association" shall mean the Bylaws of Homeshare Owners Association;

(c) "Common Expenses" shall mean all sums expended on behalf of the Owners of the Subject Properties authorized by this Declaration and by the Trustees and the Bylaws of the Association in performance of the rights, powers and duties of the Association;

(d) "Member" shall mean members of the Association which membership is governed by this Declaration and by the articles of corpora-

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tion and Bylaws of the Association;

(e) "Mortgage" shall be any mortgage, deed of trust, contract of sale or for deed, or other security instrument by which any portion of the Subject Properties or the interest of any Owner is encumbered;

(f) "Mortgagee" shall mean (i) any person named as the mortgagee, beneficiary or vendor under any Mortgage by which the Subject Properties or the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage;

(g) "Owner" shall mean each person acquiring any interest in fee or by contract for purchase of the fee in the Subject Properties;

(h) "Subject Properties" shall mean that real property, and all improvements, fixtures, furniture, appointments and other personal property situated on the property described as Lot 72, Prospector Park, Phase II, in Summit County, Utah and commonly known as "Kilburn Vacation-Homeshare Number 7 and such other real and personal property as may from time to time be included or excluded by amendment to this Declaration.

(i) "Total votes of the Association" shall mean the vote of that portion of the total memberships present, personally or by proxy, at a meeting of the Members constituting a quorum as provided for in the Bylaws of the Association; and,

(j) "Trustees" shall mean the Board of Trustees of the Association.

2. Homeshare Owner's Association. The Company will form or has formed a corporation known as "Homeshare Owners Association," a non-profit corporation which has the powers, rights and duties hereinafter set forth. There shall be numbered memberships in the Association; each of such memberships shall be appurtenant to and shall not be separated from each undivided interest in the Subject Properties. Each such membership shall be entitled to one (1) vote. If a membership should be owned jointly by two (2) or more persons, said persons must vote unanimously. If the owners thereof cannot reach unanimity, said membership shall not be entitled to vote. All such memberships shall automatically pass to the respective purchasers of such undivided interests at the time of execution of the instruments of conveyance, whether by contract for purchase or deed or otherwise, for each respective undivided interest. Each Member shall be obligated to promptly, fully, and faithfully comply with this Declaration and with the Articles of Incorporation, Bylaws, and the rules and regulations of the Association, and shall promptly pay all dues, fees or assessments levied by the Association.

3. Powers of the Association. The Association, in its sole and absolute discretion, as is more fully set forth in its Articles of Incorporation and Bylaws, shall have the following powers:

(a) Shall have the sole and exclusive right and duty to make, operate, control, repair, replace or restore all of the improvements, furnishings and other personal property, which shall include but is not limited to the building, furnishings, trees, shrubbery, plants and grass on or in the Subject Properties;

(b) Shall fix, levy and collect assessments from its Class A Members for their pro-rata portion of the Common Expenses or from Members for damages outlined in paragraph 7(r) hereof, without deduction of any off-sets or claims which the Member may have against the Association; assessments for Common Expenses shall be allocated so that each Class A membership shall be required to pay the same amount as every other Class A membership;

(c) May establish and maintain a reserve fund for these and other purposes;

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(d) Shall pay the taxes and assessments, if any, which may be levied by a governmental authority upon the Subject Properties or the Association;

(e) Shall enforce the terms of this Declaration, the Bylaws and the decisions and rulings of the Association which have been set forth for the mutual benefit of the Subject Properties and the Owners thereof, and shall pay all expenses incidental thereto;

(f) May expend the monies collected by the Association from assessments, or otherwise, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Association in carrying out any or all of the purposes for which the Association is formed, including but not limited to the cost and expenses of insurance, maintenance, gardening, snow removal, utilities, materials, taxes, supplies, or services for the benefit of the Subject Properties;

(g) May without limitation of its general powers, contract with others for the maintenance, operation, repair, or restoration of the Subject Properties; provided, however, that the Association shall not enter into any such contract which binds the Association or its Members for a period in excess of one (1) year;

(h) May do any and all lawful things which may be advisable or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be either necessary for or incidental to any of the foregoing powers, or for the peace, health, comfort, safety, or general welfare of its Members;

(i) Shall be entitled to receive all notices, claims and demands relative to taxes and assessments affecting the Subject Properties and by accepting title to an undivided interest in the Subject Properties, the purchaser thereof thereby waives his right to receive such notices, and designates the Association as his exclusive agent for receipt of such notices, claims or demands;

(j) To acquire by purchase or lease any and all furnishings, appointments and other personal property determined by the Association to be desirable to acquire. The cost of loan payments, interest or lease payments shall be paid for from the Common Expense fund; and,

(k) To allocate use of the Subject Properties by its Members in accordance with paragraph 6 hereof.

4. **Liability and Liens.** In each instance wherein an Owner of an undivided interest in the Subject Properties is made liable to the Association pursuant to these restrictions and the implementation thereof, such liability shall be a personal liability of such Owner or Owners, except in the case of assessments made to satisfy unpaid obligations to Mortgagees of the Owner. In the event such liability is not satisfied when due, it shall be and become delinquent and interest at the rate of one and a half percent (1.5%) per month and all costs of collection, including a reasonable attorney's fee, shall be added thereto. If such delinquency is not cured within ten (10) days after it becomes delinquent, the Association to which sum is owing:

(a) May file for record in the Office of the Summit County Recorder and mail to the record Owner at his registered address notice of intention to lien as to such undivided interest, which notice shall state all amounts which have become delinquent with respect to which the delinquent payment is owed, the dates for which owner is delinquent and the name of the record or reputed Owner of such interest. Such notice shall be signed in the name of the Association. In the event the delinquency is cured by full payment of all amounts due prior to the completion of sale held to foreclose the lien created thereby, the Association shall record a further notice, similarly executed, stating the satisfaction and releasing the lien;

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(b) May collect all rents, issues, royalties and profits from the undivided interest to the extent of the delinquent amount, and shall hold harmless the payor from any claim of the Owner therefor;

(c) Immediately upon recordation of a notice of lien, the amounts delinquent, as set forth in such notice, shall be and become a lien upon the undivided interest with respect to which such notice was recorded, which lien shall also secure all future liabilities of the Owner therefor, which shall become due and payable with respect to such undivided interest following such recording. The lien shall continue until all amounts secured thereby are fully paid or satisfied. The lien shall be subordinate to the lien or charge of any bona fide Mortgage made in good faith and for value on the Subject Properties. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment;

(d) Each lien established pursuant to the foregoing may be foreclosed as and in the same manner as the foreclosure of a mortgage upon real property.

(e) No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale, or otherwise.

5. **Common Expenses.** All costs for insurance, taxes, maintenance, gardening, utilities, materials, supplies, and services, and other assessments and expenses on the Subject Properties shall be paid by and through the Association in accordance with the provisions hereof, and no individual Owner shall separately pay these expenses except by virtue of the assessments as provided herein. Nothing herein shall be construed to limit the liability and responsibility of each owner to pay all costs and expenses not common to the Subject Properties and incurred by that Owner or its designates.

6. **Occupancy of the Subject Properties.** Each membership in the Association shall carry with it the right to exclusive occupancy one of the Subject Properties for one day each year.

The Bylaws of the Association shall designate the usage assigned to each numbered membership. No Owner shall use or occupy the Subject Properties at any other time or times than assigned to the Owner in accordance with the Bylaws of the Association and the Owner's membership number.

7. **Condition of Occupancy.** The use of the Subject Properties shall be made upon the following covenants, conditions and restrictions:

(a) The Association is empowered to prepare rules for the checking in and out of the occupancy of the Subject Properties in accordance with the terms hereof; and payment of cleaning and other expenses;

(b) Without the prior written consent of the Association, no Owner shall occupy or use any portion of the Subject Properties or permit the same or any part thereof to be occupied or used for any purpose other than residential purposes;

(c) Except for portions of the Subject Properties expressly designated by the Association, no portion of the Subject Properties shall be used for storage of any personal property or items not otherwise a part of the Subject Properties;

(d) No building, fence, wall, doorway, or other structure shall be commenced, erected, altered or placed on any portion of the Subject Properties without the prior written approval of the Association;

- (e) No animals, birds, fish, dogs, cats, reptiles, livestock or poultry of any kind shall be permitted in or on the Subject Properties;
- (f) No noxious or offensive activity shall be carried on in the Subject Properties; nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners or to neighboring properties;
- (g) Without the prior written consent of the Association or its designate, no sign of any kind may be displayed on or in the Subject Properties;
- (h) The Association or its designate is authorized to adopt rules for the use of the Subject Properties not in conflict with the terms hereof, which rules shall be in writing and furnished to the owners;
- (i) Except in areas designated by the Association, no portion of the Subject Properties shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, nor shall any rubbish, trash, papers, junk or debris be burned on the Subject Properties. No person shall allow any unsightly, unsafe or dangerous condition to exist on or in the Subject Properties. Nothing herein shall be construed to limit the ability of any occupant of the Subject Properties from properly burning wood in the fireplaces;
- (j) No excavation for stone, gravel or earth shall be made on the Subject Properties without the prior written consent of the Association;
- (k) No radio or television aerial shall be installed by any owner or occupant unless he shall have the prior written consent of the Association;
- (l) No Owner or occupant shall install, or cause to be installed, any machinery, refrigerating or heating device or air conditioning apparatus, or use any illumination other than electric light or use or permit to be brought into the Subject Properties any inflammable oil or fluid or other explosive articles which are hazardous to life, limb or property without the prior written consent of the Association given in each specific instance;
- (m) No draperies, shades, awnings or window guards shall be used except as shall be put up or approved in writing by the Association;
- (n) No Owner or occupant shall interfere in any manner with any portion of either the heating or lighting apparatus located in the Subject Properties;
- (o) Nothing shall be thrown or emptied out of the windows or doors or down the stairways and the balconies, nor shall anything be hung from the balconies or from the outside of the windows or placed on the outside windowsills or elsewhere without the prior written consent of the Association in each specific instance;
- (p) No skis shall be brought into the house and all skis shall be stored only in the garage area of the Subject Properties;
- (q) The Association or designate shall retain a pass key to the Subject Properties. No Owner or occupant shall alter any lock or install a new lock on any door in the Subject Properties without the prior written consent of the Association. The person adding or changing such lock shall immediately deliver to the Association or its designate the keys to such lock; and,
- (r) The Owner having right to occupy the Subject Properties shall be responsible for the actions and damages, other than normal wear and tear, made by himself, his family, guests and/or tenants. Any damage

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in or to the Subject Properties shall be repaired by the Association and the costs thereof charged to the responsible Owner by the assessment provisions herein.

8. **Breach.** The result of every act or omission whereby any of the covenants herein are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy in addition to those provided herein, allowed by law or equity against a nuisance, either public or private, shall be applicable against such result and may be exercised by any Owner, the Company or its successors in interest or by the Trustees.

9. **Violation of Rules.** The Association may provide in its rules and regulations for suspension of rights or privileges or for charges or assessments for violation of such rules including, without limitation, the cost of correcting any violation hereof.

10. **Insurance.** The Association shall, at the expense of the Owners, obtain and keep in full force and effect fire and casualty insurance and liability and property damage insurance to protect the interests of the Owners and Mortgagees in the Subject Properties:

(a) By accepting instruments of conveyance for interest in the Subject Properties, the purchaser thereof, for himself and his successors in interest, hereby makes, constitutes and appoints the Association his true and lawful attorney-in-fact for and in his name, place and stead, and for his use and benefit, to effect any sale of all or any portion of the Subject Properties, and to do all acts and execute and deliver any certificate, deed, contract, document or instrument necessary, appropriate or convenient to effect the transfer of title to all or any portion of the Subject Properties, or otherwise to carry out the purposes and intent of this paragraph 10 for the purposes of dealing with the Subject Properties upon their damage or destruction as hereinafter provided;

(b) Repair and reconstruction of the improvements as used herein means restoring a Subject Property to substantially the same condition in which it existed prior to the damage or destruction, with each portion of the Subject Properties having substantially the same vertical and horizontal boundaries as before;

(c) In the event any part of the Subject Property is damaged or destroyed, the Association shall proceed as follows:

(i) As soon as practicable, after an event causing damage to or destruction of any part of the Subject Properties, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Subject Properties damaged or destroyed;

(ii) If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Subject Properties, such repair and reconstruction shall be carried out;

(iii) If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed portion of the Subject Properties and if less than seventy-five percent (75%) of the building is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy an assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction; and,

(iv) If the proceeds of the insurance maintained by the

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Association are less than the estimated costs to repair and reconstruct the damaged or destroyed portion of the Subject Properties and if seventy-five percent (75%) or more of the building is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in this paragraph if, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the total votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote of a least seventy-five percent (75%) of the total votes of the Association to carry out such repair and reconstruction, the Association shall record in the Official Records of Summit County, Utah, a certificate stating that the terms hereof have been complied with and that it is authorized and directed to execute and deliver any and all deeds, contracts, documents and instruments necessary, appropriate or convenient to effect the sale of all or a portion of the Subject Properties. Recordation of such certificate shall constitute conclusive evidence that the Association is empowered to do the same. Upon the recording of such notice, the Subject Properties shall be sold by the Association and the net proceeds of any sale, together with the net proceeds of the insurance on the Subject Properties, if any, shall be considered as one fund and shall be divided among all owners in a percentage of undivided interest owned by each respective Owner in the Subject Property destroyed, after first paying out of the respective share of each Owner, to the extent sufficient for the purpose, all liens on the undivided interest in the Subject Property destroyed by such Owner;

(d) If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of Ownership in the Subject Properties.

11. **Obsolescence.** The Subject Properties shall be considered obsolete upon a vote of seventy-five percent (75%) or more of the total votes of the Association and a written plan for the renewal and reconstruction of the Subject Properties shall be adopted. Written notice of adoption of such a plan, together with a copy of the plan, shall be given to all Owners. The expense of renewal and reconstruction shall be payable by all of the Owners as assessments.

12. **Condemnation.** If at any time or times, all or any part of the Subject Properties shall be taken or condemned by any public authority under power of eminent domain, the provisions of this paragraph shall apply. A voluntary sale or conveyance of all or any part of the Subject Properties in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

(a) All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Association as herein provided.

(b) The condemnation award shall be allocated among and distributed to the Owners in proportion to their respective ownership in the condemned Subject Properties. Such distribution shall be made by check payable jointly to each Owner and the respective Mortgagees, as appropriate.

13. **Power of Sale.** The Association shall, upon the vote of seventy-five percent (75%) of the total votes of the Association, have the right and

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power to sell and convey all or any portion of the Subject Properties. Upon such a vote, the Association shall execute and record in the Official Records of Summit County, Utah, a certificate stating that the terms hereof have been complied with and that it is authorized and directed to execute and deliver any and all deeds, contracts, documents and instruments necessary, appropriate or convenient to effect the sale of all or a portion of the Subject Properties. Recordation of such certificate shall constitute conclusive evidence that the Association is empowered to do the same.

By accepting instruments of conveyance for interest in the Subject Properties, the purchaser thereof, for himself and his successors in interest, hereby makes, constitutes and appoints the Association his true and lawful attorney in fact for and in his name, place and stead, and for his use and benefit, to effect any sale of all or any portion of the Subject Properties, and to do all acts and execute and deliver any certificate, deed, contract, document or instrument necessary, appropriate or convenient to effect the transfer of title to all or any portion of the Subject Properties, or otherwise to carry out the purposes and intent hereof.

14. **Right of Entry.** The Association shall have the right to enter upon any portion of the Subject Properties to the extent such entry is necessary or convenient to carry out the duties of the Association. Such right of entry shall be exercised in such manner as to interfere as little as is reasonably possible with the possession and the enjoyment of the Owners.

15. **Registration of Mailing Address.** Each Owner shall register from time to time with the Association or its designate his current mailing address. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address or, if no address has been registered, to the Subject Properties.

All notices or demands intended to be served upon the Association may be sent by first class U.S. mail, postage prepaid, addressed to the Association at its registered office or to such other address as the Association may hereafter furnish to the Owners in writing.

All notices or demands mailed in the foregoing manner shall be deemed to have been served two (2) days after such mailing.

16. **Agreement To Be Bound.** Each grantee of an undivided interest, purchaser of an undivided interest under a contract or agreement of sale, or Mortgagee, by accepting a deed, contract of sale or agreement of purchase, or Mortgage, accepts the same subject to all of the covenants, restrictions, easements, and agreements set forth in this Declaration, and agrees to be bound by the same.

17. **Waiver of Right of Partition.** There shall be no right of partition in the Subject Properties. By accepting title to an undivided interest in the Subject Properties, the purchaser thereof, for himself and his successors in interest, waives his right to any partition provisions in law or in equity in the State of Utah.

18. **Protection of Owners.** The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the Subject Properties and the Owners thereof, and failure by the Company or Association or any other person or persons entitled to do so to enforce any measure or provision, upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do by any other Owners.

19. **No Waiver.** A waiver of a breach of any of the foregoing conditions or restrictions shall not be construed as a waiver of any succeeding breach or violation, and no such waiver shall result in or impose any liability on the Company or the Association or their successors in interest.

20. **Delay or Omission in Enforcing This Declaration.** No delay or

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ommission on the part of the Company or the Association or their successors in interest or on the part of the Owner or Owners in exercising any right, power or remedy herein provided, in the event of any breach of said conditions herein contained, shall be considered as a waiver thereof, or acquiescence herein.

21. Amendments. Subject to compliance with the real estate laws of the State of Utah, these restrictions and covenants may be amended at any time and from time to time by an instrument in writing signed by the Trustees and approved by a majority of the total Class A votes together with a majority of the total Class B votes of the Association, which instrument shall become effective upon recordation thereof in the Official Records of Summit County, Utah.

22. Severability. Should any covenant, restriction, condition, paragraph, sentence or word contained herein be void or become unenforceable in law or equity, the remaining portions hereof shall remain in full force and effect.

23. Term. These covenants, restrictions, conditions and agreements shall run with the land and shall continue in full force and effect until January 1, 2000, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a duly executed and recorded statement, the then Owners of a majority or more of the undivided interests in the Subject Property elect to terminate said restrictions in whole or in part. In addition, if one hundred percent (100%) of the fee title to the Subject Properties shall be owned by one person, said person shall be entitled to elect to terminate the Declaration in whole or in part and may do so by duly executing and recording a statement setting forth that the conditions hereof have been met and that the election herein is being taken.

24. Default. If any person defaults in any of the restrictions, covenants, conditions or agreements herein contained, the defaulting persons shall pay all costs and expenses, including reasonable attorney's fees, incurred by other persons in enforcing their right arising under this Declaration, whether incurred through legal action or otherwise.

25. Superseding Instruments. Notwithstanding any provision herein to the contrary, all Mortgages now of record and all future mortgages and Restrictive Covenants of record senior to this Declaration shall supersede any of the provisions of this Declaration, if any such conflicts are in existence. In the event that any Mortgage of record now, or in the future is foreclosed either judicially or by power of private sale, this Declaration shall be considered subordinate to such Mortgage or Mortgages, and the restrictions, covenants, conditions, and/or agreements shall be considered extinguished.

26. Paragraph Numbers and Headings. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Declaration.

EXECUTED this 20th day of SEPTEMBER 1981.

COMPANY/DECLARANT:

KILBURN VACATION-HOMESHARE, INC.

By: James M. Clark
Agent

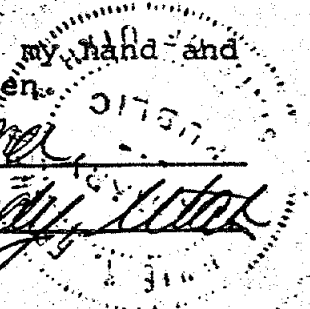
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State of Utah)
 : ss.
County of Salt Lake)

On the 20th day of SEPTEMBER, 1981, before me, a Notary Public in and for said State, personally appeared, JAMES M. CLARK, known to me to be the Agent of the Declarant corporation, who represented to me that such execution was authorized by the Bylaws of said corporation and who executed the instrument on behalf of said corporation pursuant to a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove written.

James M. Clark
NOTARY PUBLIC
Residing at: *Sandy, Utah*



My Commission Expires:
11/30/85

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EXHIBIT

All of Lots 122, 123, 124, 125, 126, 127, 128, 129, 130, 132, 133, 134, 108, 65, 48, 54, 83 Jeremy Ranch #1; 1027, 1030, 1024, 1023, 1022, 1036, 1035, 1033, 1032, 1031 Jeremy Ranch Plat B; 77, 87, 95, 147 Prospector Park Subdivision, Phase **II**, according to the official plats thereof.