

SOLAMERE AMENDED CC&R'S

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AMENDED AND RESTATED
DECLARATION OF
PROTECTIVE COVENANTS FOR
SOLAMERE SUBDIVISION NOS. 1 & 2A

THIS AMENDED AND RESTATED DECLARATION is made this 6th day of February 1992, by the Solamere Homeowners Association, a Utah Non-profit corporation (Declarant).

WHEREAS, on the 27th day of August, 1980, Banberry and Associates, Ltd., a Utah partnership, executed the original Declaration of Protective Covenants For Solamere Subdivision Nos. 1 and 2A (the "Original Declaration"), which Original Declaration was recorded in September, 1980 as entry number 170243, in book M166, pages 190-212 in the office of the Summit County Recorder, and re-recorded November 4, 1980 as entry number 172533, in book M171, pages 169-193; and

WHEREAS, an Amendment to Declaration of Protective Covenants for Solamere Subdivision was executed the 30th day of July, 1985, by the Declarant, which Amendment was recorded as entry Number 245712, in book 372, pages 40-42; and

WHEREAS, Declarant now desires to Amend and Restate the Declaration of Protective Covenants for Solamere Subdivision Nos. 1 & 2A to incorporate certain changes which have been duly submitted to and approved by the members of the Solamere Homeowners Association.

WITNESSETH that the Declaration of Protective Covenants for Solamere Subdivision Nos. 1 & 2A is amended and restated to read as follows:

I. PURPOSE OF COVENANTS.

1.1 It is the intention of Declarant, expressed by its execution of this instrument, that the property within Solamere Subdivision Nos. 1 and 2A be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Solamere Subdivision Nos. 1 and 2A shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means the Solamere Homeowners Association, together with its successors and assigns.

2.2 Property: "Property" means that certain real property located in Park City, Summit County, Utah, described in Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of property shown as such on the recorded Subdivision plats.

2.5 Subdivision: "Subdivision" shall mean Solamere Subdivision Nos. 1 & 2A as recorded in the records of Summit County.

III. SOLAMERE HOMEOWNERS ASSOCIATION.

3.1 General Purposes and Powers: Solamere Homeowners Association ("Association") has been formed and incorporated as a Utah non-profit corporation constituted to perform, functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration and in the later declarations covering other phases of the Solamere Project. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration or the declarations for other phases of the Solamere Project. The Association shall have all powers necessary or desirable to effectuate the purposes. It shall not engage in commercial, profit making activity.

3.2 Membership in Solamere Homeowners Association: All persons who own any of the lands in the Subdivision and in other phases of the Solamere Project as set forth in later declarations (other than lands dedicated as public roads), by whatever means acquired, shall automatically become Members of the Association, in accordance with the Articles of Incorporation and By-Laws of said Association as presently in effect as the same may be duly amended from time to time and also filed or recorded in the Summit County records.

IV. ARCHITECTURAL COMMITTEE.

4.1 Architectural Committee: The Architectural Committee shall consist of three members to be appointed by the Board of Trustees. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in, this instrument. It is the intent of the Architectural Committee to uphold the Covenants and to protect the owners who have purchased land at Solamere from any construction, which might tend to damage the natural beauty or diminish the general character of the area.

4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennas, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. Additionally, special approval of the Architectural Committee shall be required to cut paved roads or curb and gutter for construction. The Architectural Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. The owner and left shall sign one complete copy of plans and specification for identification with the Architectural Committee. In the event the Architectural Committee fails to take any action within 30 days from the Architectural Committee acceptance date (first or third Monday of the month) and after the required fee has been paid and complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any plans, the person submitting such plans may appeal the matter at the next meeting of the Board of Trustees. No member of the Board of Trustees shall be disqualified from voting on the appeal as a result of his or her also being a member of the Architectural Committee. In the event the Board of Trustees shall disapprove the plans, the person submitting such plans may appeal the matter at the next annual or special meeting of the Members of the Association, where an affirmative vote of at least two-thirds of the membership shall be required to change the decision of the Board of Trustees or Architectural Committee.

4.3 Variations: Where circumstances, such as topography, hardship, location of property lines, location of streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variations as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require. A fee of \$100.00 shall be paid to the Architectural Committee to cover costs and expenses of any variance review.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation. All external construction materials used for external walls and chimneys and flues must be natural wood or natural stone or covered by natural wood. Log homes or split log homes shall not be allowed in the Subdivision. The use of aluminum, plywood, T-111 pressed board, or cinder block as an external finishing material shall be prohibited. Paint and stain colors on external surfaces must be earth tone. All bright or brilliant colors are prohibited. Roofing materials should be natural wood shake. Tar and gravel roofs are prohibited. Homes must be designed using energy efficient materials such as high rating

insulation, at least R-30 in ceilings and R-19 in walls, and double-pane or insulated windows. Energy-efficient heating systems are to be encouraged. The Deer Valley Design Guidelines should be consulted for additional information and requirements.

Unless a specific variance is obtained from, the Architectural Committee, brick or stucco may only be used if less than 25% of the external surface area per side of structure is covered. The Architectural Committee may, by variance, allow the use of brick or stucco on up to 50% of the external surface area per side of structure. The Architectural Committee shall also have the right to grant variances to allow the use of architectural asphalt shingles and other new materials which, in the judgment of the Architectural Committee, conform to the intent of this Declaration. All improvements must also comply with the Deer Valley Design Guidelines.

4.5 Required Plans and Submittals: Any party desiring to construct improvements on any lot must first submit the following to the Architectural Committee for approval:

A. Site Plan: This plan must show existing and finished elevation contours, roof plan, walks, driveways, fences, drainage, utility locations, significant trees and shrubs, any exterior lighting not attached to the structure, decks, hot tubs, swimming pools, stables, etc. (minimum scale 1" = 20'). It must also show all property lines, setback lines, and easements of record. The location of adjoining lots and structures must also be shown. Show location of existing and proposed drainage systems, including culverts and headwalls, all utility lines and location of utility meters, trash enclosure, including heights.

B. Landscape Plan: Landscape plans must show the location of all existing and proposed trees, shrubs, ground cover, flowers, grasses, and landscape elements at a minimum scale Of 11' = 201. A plant schedule listing all plant material by botanical and common name, the number to be used, their size, condition, and any special care necessary must be included. The plant material cost must exceed \$4,000.00.

C. Floor Plans: The use of each room must be clearly labeled (kitchen, bedroom, etc.) as well as the elevation of each floor, the square footage for each floor and the total square footage.

D. Exterior Elevations: A minimum of four elevation views are required. Show existing and finished grades. Show all exterior features including location of utility meters, type -of roofing materials, etc. Show location of subsurface and foundation drains. Height of the roof above the highest grade adjoining the structure must be shown.

E. Fees: A fee of \$250. 00 shall be paid to the Solamere Architectural Committee to cover costs and expenses of review of plans submitted for the construction of a home or other structure. A fee of \$100.00 shall be paid to the Architectural Committee for remodeling projects costing more than \$5,000.00 Improvements costing less than \$5,000.00 shall be submitted as directed to the Architectural Committee for approval, but no fee shall be required. All such fees shall be in addition to any other fees required under this Declaration. The Board of Trustees shall have the right to adjust fees on an annual basis.

F. Structural Drawings. Each drawing should have clearly stated: (a) the scale; (b) the orientation; (c) the subdivision and lot number; (d) the owner's name, current address, and telephone number; (e) the architect's name, telephone number; (f) the date.

4.6 Preliminary Approvals: Persons who anticipate constructing improvements of lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Architectural Committee to act intelligently to give an informed and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval.

Final submissions shall include at least two (2) sets of plans and shall essentially be finished working drawings including all of the requirements for preliminary submission plus:

A. Color Samples. Samples of all exterior and roof colors must be submitted, applied on an actual sample of the materials to be used.

B. Exterior Lighting. Catalog sheets showing the type of fixture and wattage must be submitted.

C. Landscaping Plan. Show proposed vegetation plan, cribbing detail, paving plans, grading plans, etc.

D. Cross-Section. At least one cross-section must be submitted showing all construction details.

4.7 Major Architectural Committee Considerations.

A. Site Plan

1. Grading: Excessive cutting or filling is discouraged when it can be avoided and will not be accepted without adequate justification. Grading not related to the building access justification or drainage will be discouraged. All dimensions and setbacks should be shown in order to locate the house on the site.

The home should be specifically designed to fit its site rather than adjusting the site to fit the house. All grading shall be accomplished in such a manner as to give the appearance of natural contours.

2. Driveways and Parking: While steep driveways are not prohibited, they are allowed only when no other solution is practical. Driveway grades should be kept under 8% for satisfactory year-round-use. If a driveway is constructed of concrete, the surface should be textured.

Adequate culverts must be provided where drives and walks cross ditches and drainage trenches. Every culvert is to have concrete headwalls on both ends with the curb flush with the finished driveway surface.

3. Siting: Homes and other Buildings must be sited to avoid straddling or penetrating a ridge line if at a possible Homes must also be sited to minimize disruption of view of adjoining property owners.

4. Trees: The site plan must indicate all significant existing trees and show all trees to be removed. Unwarranted tree and vegetation removal will not be allowed. All trees to be removed are to be physically marked in the staking procedure and approved during a site staking inspection.

5. Paved Areas: Paved areas should be held to the absolute minimum that is necessary.

B. Floor Plan

1. Living Area: The square footage must be stated on the floor plan. However, there must be a minimum living floor area, exclusive of garages, balconies, porches and patio of 2,000 square feet for a one-floor structure and minimum of 2,800 total square feet of living space for split entry and two-story homes.

2. Equipment and Structure Use: Equipment such as water heaters, kitchen appliances, wet bars, storage areas, garbage areas and meter locations, etc., must be shown on the floor plan (all 220 v. power outlets must also be indicated). This requirement is to eliminate the approval of an illegal duplex by the Architectural Committee.

3. Trash Enclosure: It is required that trash enclosures be located inside the building Properly enclosed. Location of trash containers or trash container enclosures shall be shown on the plans.

4. Meters: Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans and meters must be screened from view. Exposed piping should be painted to match exterior colors of the house. The area immediately around the meters should be cleared to allow for access. Electric meters, switches or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Codes.

C. Exterior Elevations:

1. General: Exterior materials should be kept to a maximum of three. Good design usually requires that few materials be used well. Large stucco facades are discouraged. Use of native rock is required as opposed to manufactured stone or other masonry

not generally used locally.

2. Windows: Wood or dark anodized alum aluminum frames are permitted. No bare aluminum on windows, storm doors, storm sash or screen frames is permitted. Smokey or dark bronze tinted glass is permitted, but not mirror glass.

3. Decorations: Fake facades, imitations, or Swiss or Tyrolean motifs will not be approved. Gingerbread ornamentation on houses is not permitted. Any detailing from "period" architecture is discouraged. Design and character should be compatible with the surroundings and harmonious with the intent of the neighborhood. Decorations on the garage doors will not be approved. Garage doors shall be kept subdued. Emphasis shall be placed on the house and entrance, not on the doors of a garage. All bare metal surfaces must be painted.

4. TV Antennas: Antennas shall not, be placed on the roof to interfere with the view of other homes. It is strongly recommended that all antennas be placed inside the attic area. Satellite/microwave dishes are not recommended for aesthetic reasons. If a satellite/microwave dish is proposed the permittee must show means to protect it from the view of others. It is recommended that all satellite/microwave dishes and antennas be removed when cable TV becomes available.

5. Roofs: Wood shingled roofs that blend in with the house's surroundings are preferred. Metal roofs will be considered, but they must be of a subdued or earth tone color and non-industrial in appearance. Garage and outbuilding roofs must have continuity of design with the house roof, and the same materials should be used. Roof pitch must be at least 4 1/2:12 and not greater than 8:12. Solar collectors, if used, must be integrated into the building design and constructed of materials that minimize their visual impact. Solar panels to be used must be approved by the Architectural Committee for aesthetic purposes only. Snow guards must be included in areas where snow sliding would be deemed as a possible hazard.

6. Drains: Roof, surface, and subsurface drains cannot be connected to sanitary sewers. Subsurface and roof drains should be directed to an adequate gravel sump, where soil permits, rather than permitted to daylight onto open ground. Generally foundation drains in these sites require gravel backfill to within one foot of the surface in order to be effective.

D. Cross-Section: A cross-section plan of the lot with all improvements thereon must be submitted to the Architectural Committee for review to enable the Committee to better judge the details of construction to insure it is in keeping with the standards for this area.

E. Colors: Samples for all colors must be submitted for the exact colors intended to be used on the house prior to application. All exterior color samples must be on a sample of the actual exterior material to which they will be applied (e.g., paper chips are not acceptable). For any future repainting or restraining color samples must be submitted to the Committee for approval prior to beginning the work if the color is not the same as originally approved. Colors acceptable to the Committee are earth tone hues relating to the surrounding area. Lightly pigmented, semi-transparent stains or clear sealers will be discouraged. Any

stucco surfaces which are allowed must be finished with an earth tone color. White will not be allowed.

F. Exterior Lighting: Exterior lighting must conform to Deer Valley Design Guidelines.

4.8 Other Considerations and Guidelines.

A. Detached Buildings: If permitted, all detached buildings such as stables, workrooms, garages, etc. shall have the same architectural and color treatment as the main house. They must be located within a reasonable compact area adjacent to the house and must be designed as a single visual element, connected or related visually with the house by fencing or other architectural features.

B. Dog Runs: Dog runs must be submitted to the Architectural Committee for approval. The runs should be designed and constructed in a way consistent with the architecture of the house and should be no more than approximately 100 square feet in size. The fencing material, colors, and height are critical to the design of a pen, and will be very carefully evaluated with respect to any approvals granted.

C. Prefabricated or Log Homes: Prefabricated or Log homes are prohibited. The Committee will review plans based on various precut systems, provided they are submitted through a licensed architect with the same documentation as otherwise required herein.

D. Signs and House Numbers: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law. A "Security Alarm" instruction sign is permitted provided such sign is no larger than one square foot in area and no higher than three feet. The Committee, in cooperation with the Fire District, the Homeowners Association, and Park City has adopted a standard design and placement for house numbers. House numbers should be lighted and of adequate size to be visible from the road. All submittals must indicate locations of the house number post.

E. Height Limits: No building shall be erected to a height greater than 28 feet, or less than 16 feet, to be measured as described below. The total height of the building shall be measured as the vertical distance from the natural grade to a point midway between the lowest part of the eaves or cornice and the ridge of a hip or gable roof. The ridge of a gable, hip, or similarly pitched roof may extend up to five feet above the specified maximum height limit.

F. Building Codes and Periodic Inspections: All designs must conform, to Park City building codes, and in addition, before construction can commence, a building permit

must be obtained from the Building Department.

G. Design and Construction: The Architectural Committee will attempt to advise the owner of any design problems in the submission, but assumes no responsibility for failure to do so.

4.9 Before Construction Can Begin: Before any construction or excavation begins, or before any vegetation is disturbed on the site, the following steps must be completed, in addition to any requirements of the local Building Department:

1. The Architectural Committee must affix the Stamp of Architectural Approval.

2. Corners of the building, building setback lines, driveway alignment, and parking spaces must be staked (Site Plan).

3. All shrubs and trees that are to be removed must be flagged.

4. The Architectural Committee must inspect the staking.

5. NO CHANGES CAN BE MADE AFTER APPROVAL OF FINAL PLANS without resubmitting the changes to the Architectural Committee.

6. Architectural Committee approval is only valid for six (6) months from the date of approval. If construction has not commenced within six (6) months of the date of approval, all plans must be resubmitted to the Architectural Committee. All resubmittals will be treated as original applications and shall require the payment of all fees and allow the same period of review as set forth above.

LOT OWNERS ARE RESPONSIBLE FOR ANY DIRT SPILLAGE ON ROADS AND IN DITCHES. NO LUGGED VEHICLES ARE PERMITTED ON SOLAMERE ROADS. BUILDING AREA MUST BE KEPT AS CLEAN AS POSSIBLE DURING, CONSTRUCTION PHASE.

Existing vegetation to remain must be adequately protected during excavation and construction.

4.10 Timely Completion: The Stamp of Architectural Approval is automatically revoked if all the improvements have not been completed in accordance with the approved plans and specifications within one (1) year after the Architectural Approval has been granted. In the event the Stamp is revoked, the owner may be required to restore the property to its original condition and remove all improvements. If delays are encountered that will extend the completion time beyond one year, an extension of time from the Architectural committee must be obtained. The request must be made in writing.

4.11 Additions, Changes, Etc.: Any exterior changes must be approved by the Committee before any change is implemented.

4.12 Disapproval of Plans: The Architectural committee shall disapprove any plans submitted to it which the Architectural Committee considers, in its sole discretion, are not sufficient for it to exercise the judgment required of it by these covenants.

4.13 Architectural Committee Not Liable: The Architectural Committee, and any and all architects, engineers, attorneys and other agents hired by the Architectural Committee, shall not be liable in damages to any person submitting any plans for approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents. Any person violating the terms of this paragraph 4.13 shall reimburse the Architectural Committee for all legal and other professional fees incurred by the Architectural Committee in resolving such violation.

4.14 Written Records: The Architectural Co Committee shall use its best efforts to keep and safeguard reasonable written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning and Other Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time or to the Covenants, Conditions and Restrictions set forth herein.

5.2 No Mining Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved and residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent any owner or his duly authorized agent from renting or leasing said owner's residential Building for residential uses on a rental basis of not less than a seven (7) consecutive day duration for each rental period, subject to all of the provisions of this Declaration.

5.4 Restriction on Animals: No animals other than ordinary household pets shall be kept or allowed to remain on any of the Property unless and until written authorization is obtained from the Board of Trustees of the Association. The Board of Trustees, in its sole

discretion, shall have the right at any time, to revoke any authorization given and shall additionally have the power to require any owner, lessee or person in possession of lands in the Subdivision to remove any animal or pet which is kept in violation of this restriction or any animal or household pet which is not disciplined or which constitutes an undue annoyance, such as animal noises, to other owners or lessees of land in the Subdivision.

5.5 No Resubdivision: No Lot shall be resubdivided and no Building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

5.6 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

5.7 Service Yards: Equipment, service yards or storage piles on any Lot in the Property shall be kept screened by approved planting so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

5.8 Maintenance of Property: Landscaping, approved by the Architectural Committee, shall be installed by the first July 15th calendar date following the occupancy of the dwelling house erected on the Lot. All landscaping, all property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive, thriving and slightly condition and in good repair.

5.9 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. All construction sites shall be fenced during any construction period.

5.10 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property. Any other type of sewage disposal system shall be installed only after approval by the Architectural Committee and all governmental health authorities having jurisdiction.

5.11 Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property; and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.12 No Unsightliness: No unsightliness shall be permitted upon the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be appropriately screened from view; (b) no trailer, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain unenclosed upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept,

stored or allowed to accumulate on the Property; (e) refuse, garbage and trash shall be placed and kept within an enclosed structure; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted.

5.13 No annoying Lights, Sounds or odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells, animal noises, or other sound devices; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others. Security systems with internal alarms and automatic dialers are encouraged.

5.14 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provision of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

VI. RESTRICTION ON LOTS.

6.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than one single family dwelling house, and one garage together with related non-residential structures and improvements of the types described in Section 4.2 hereof. Each Lot must be improved with an enclosed garage with at least a two car capacity at the time of construction of the dwelling house on the Lot.

The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

6.2 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Architectural Committee. Subject to the provisions of Section 4.10, all construction and alteration work shall proceed diligently, and each Building, structure, or improvement which is commenced on any Lot shall be entirely completed and granted a certificate of occupancy from Park City within 18 months after commencement of construction.

6.3 Setbacks: All Buildings and structures on all Lots shall be set back at least 15 feet from the side lot lines, 20 feet from the rear lot line and a minimum of 30 feet from the front lot line. The "Front Lot Line" is defined to mean that Lot Line of a Lot abutting on a dedicated road. In the event a Lot abuts on more than one of such roads, the owner or owners of such Lot shall be required to set back a minimum of 25 feet from each dedicated road.

6.4 Towers and Antennas: Except as otherwise set forth herein, no towers, and no exposed or outside radio, television or other electronic antennas, shall be allowed or permitted to remain on the Lot.

6.5 Used or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer, mobile home, camper or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot. Exceptions during construction will be granted on an individual basis by request to the Architectural Committee.

6.6 Fences: In order to retain the open-space character of our neighborhood, fences will not be permitted, except for turned log fences not to exceed four (4) feet above the natural grade nor to extend beyond the permanent house structure in front of the house. A suitable wire, approved by the Architectural Committee, may be used in conjunction with and attached to the interior of the turned log fence to contain animals. The wire may not exceed the midpoint of the top horizontal rail. For privacy, the use of landscaping and vegetation is encouraged. Fences in place at the time of approval of these covenants shall not be effected by this Section.

6.7 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

6.8 Erosion Control: Each owner of a Lot in the Subdivision shall be responsible to insure that no erosion or water drainage shall take place on his lot which may adversely affect neighboring properties and/or roads.

6.9 Disturbance of Hillides: Any disturbance of hillides shall be controlled by the Association. Grading plans, retaining walls, revegetation, etc., shall be approved by Park City and the Association through its Architectural Committee.

VII. ENFORCEMENT.

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by Declarant through the action of the Board of Trustees or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees, subject to the limitations set forth in paragraphs 4.13 and 10.13 hereof.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such

mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental or Amended Declaration except only that non-continuing violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

7.3 Limited Liability: Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Committee nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

7.4 Creation of the Lien and Personal obligation of Assessments: Each owner, by acceptance of a real estate contract or deed for a Lot, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided and (3) other expenses incurred by the Association. The regular and special assessments and expenses together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or charge fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them and approved by the Association. No membership may be transferred to a subsequent lot owner until all due charges, assessments, interest and penalty charges have been paid in full.

7.5 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for -the purpose of promoting the recreation, health, safety, security and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the owners, including specifically, the care and maintenance of open spaces and common areas, provisions for security personnel and gatekeepers, if utilized.

7.6 Regular Assessments: The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and ByLaws of said Association after giving due consideration to the current costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

7.7 Spec Special Assessments for Capital Improvements: In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which

shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

7.8 Uniform Rate of Assessment: Both regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

7.9 Date of Commencement of Regular Assessments and Fixing Thereof: The regular assessments provided herein shall, if required, commence as to all Lots on the first day of the month following the purchase of each Lot to an individual owner. Monthly, quarterly or annual assessments will be payable at times determined by the Board of Trustees of the Association.

7.10 Certificate of Payment: The Association shall, upon demand, furnish to any owner liable for said assessments, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.11 Exempt Property: The following property subject to this Master Declaration shall be exempt from the assessments created herein:

- A. All properties dedicated to and accepted by a local public authority.
- B. Any common areas.

VIII. NON-PAYMENT OF ASSESSMENTS OR CHARGES.

8.1 Delinquency: Any assessment or charge provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment or charge not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$20.00 for each delinquent assessment or charge. If any such assessment or charge is not paid within thirty (30) days after the delinquency date, the assessment or charge shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 8.2 hereof, to foreclose the lien (provided for in Section 7.4 hereof) against the Lot, and there shall be added to the amount of such assessment or charge the late charge and the costs of preparing and filing the notices and complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions to law or lien foreclosure against such owner or other owners for the collection of such delinquent assessment or charge.

8.2 Notice of Lien: No action shall be brought to foreclose said assessment or charge lien or to proceed under the power of sale herein provided less than thirty (30) days after the date

a notice of claim of lien is deposited in the United States mail, certified or registered, addressed to the owner of said Lot and such notice recorded in the Summit County property records.

8.3 Foreclosure Sale: Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, or deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

8.4 Curing of Default: Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee to be determined by the Association to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

8.5 Cumulative Remedies: The assessment or charge lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments and charges as above provided.

8.6 Subordination of Assessment and Charge Liens: If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a first mortgage or first deed of trust; (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such first deed of trust; and (2) the foreclosure of the lien of a first deed of trust or the acceptance of a deed in lieu of foreclosure of the first deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have occurred up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the first deed of trust, with the foreclosure-purchaser or deed-in-lieu-guarantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

IX. DUTIES AND POWERS OF THE ASSOCIATION.

9.1 Duties and Powers: In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

A. Own, and/or maintain and otherwise manage or provide for the maintenance of all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, and all other property acquired by the Association.

B. Pay any real and personal property taxes and other charges assessed against any common areas.

C. Have the authority to obtain, for the benefit of any common areas, any water, gas and electric services and refuse collection.

D. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the Lots.

E. Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

F. Have the authority to employ if required a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent during the period of Declarant's control of the Association shall provide for the right of the Association to terminate the same by two-thirds majority vote at an annual meeting of the members of the Association.

G. Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

H. Have a duty to maintain any private streets, guard house and parking within the common area.

X. GENERAL PROVISION:

10.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of fifty (50) years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2029, A.D., provided, however, that unless at least one (1) year prior to said time of expiration, there is recorded and instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten (10) years and thereafter for successive periods of ten (10) years unless, at least one (1) year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

10.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, which shall be certified by the President of the Solamere Homeowners Association as having been supported by the verified affirmative vote of the

owners of not less than two-thirds of the Lots then subject to this Declaration. The vote thereon may be taken by written or verbal ballot, including by means of proxy, in accordance with the provisions of this Declaration, the By-Laws or any Supplement to or Amendment of this Declaration or the By-Laws of the Solamere Homeowners Association. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to the recording of the instrument specifying the amendment or separate written instrument, duly acknowledged by the holder and referring to the amendment or repeal, which other separate written instrument shall be recorded in the appropriate records of the Summit County Recorder's Office.

10.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in Whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

10.4 Captions: The captions and headings in this instruments are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

10.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition.

10.6 Nuisance: The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

10.7 Landscaping control: Each owner shall maintain his Lot in an attractive and safe manner so as not to detract from the community unity. Natural vegetation shall not be disturbed until commencement of construction and then only as required for construction and landscaping.

10.8 Building and Landscaping Time Restrictions: Subject to the provisions of Section 4.10, the construction of all structures shall proceed diligently upon commencement and shall be completed and receive a certificate of occupancy from Park City, if applicable, within a period of eighteen (18) months following commencement of construction. Each Lot shall be landscaped within the period allowed by Section 5.8 hereof following completion or occupancy of the dwelling. The Architectural Committee, in its discretion, may consider areas covered with natural foliage as landscaped so long as unsightly weeds are controlled. Any owners possessing vacant Lots shall be responsible for keeping such Lots clean in appearance and free from all refuse and potential fire hazards. No vacant Lot shall be used for storage of any kind except during the construction.

10.9 Failure to Remove Rubbish or Comply: Upon failure or neglect of any owner to

remove rubbish, trash, weeds or unsightly debris from his Lot or to other-wise comply with these covenants within (ten) 10 days after written notice to remove such or to comply has been mailed to him by the Association, the Association may cause the same to be removed or the Property to be brought into compliance and the Lot owner shall be responsible for the reasonable expenses, which shall result in a special charge against the Lot owner's account and may result in a lien against said Lot as outlined in Articles VII and VIII of these Covenants.

10.10 Variation of Setback Requirements: Since the establishment by Section 6.3 of standard building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with possible detrimental effects on privacy, view of the mountains, preservation of important trees, etc., permitted locations of houses can be staggered by the Architectural Committee so that the maximum amount of view and privacy will be available from each house; taking into consideration height limitations, the location of large trees and similar considerations.

10.11 Open Areas: The recordation of this Declaration of Covenants constitutes the conveyance of the spaces denominated "open areas" on the plat of the subdivision to the Association to be held by the Association as common areas for the use and benefit of its members. Notwithstanding anything to the contrary contained in this Declaration, the open areas are not subject to the Declaration except to this paragraph. The open areas are restricted to: exercise station and equipment and connecting paths, paved or unpaved, trails, natural vegetation, pasture or landscaping. There may exist in the open areas equestrian trails (over which the owners of Lot A, their invitees, customers, tenants, and guests are granted a perpetual easement for use), jogging trails, cross-country ski trails and other related and similar uses. No motorized vehicles of any nature are allowed at any time in or on the open areas. Nothing shall be done to disturb the vegetation, pasture or landscaping contained within the open areas without the specific written approval of the Association.

10.12 Lots A and B of Solamere Subdivision No. 1: Declarant hereby restricts Lots A and B of Solamere Subdivision No. 1 in the manner hereinafter set forth in this paragraph. Notwithstanding anything to the contrary contained in this Declaration, no portion of this Declaration applies to Lots A and B of Solamere Subdivision No. 1, except this paragraph wherein Declarant restricts said lots as follows:

A. Lot A shall be utilized only for the purposes of commercial, private or semi-private equestrian facility including, without limitation, stables, training rings, barns, pastures, paddocks, equestrian trails, concessions and related facilities. Except for the portion of Lot A improved consistent with this paragraph, all of Lot A is restricted to use of pastures, open area and equestrian trails and constitutes, in effect, a "green belt" adjacent to the subdivision. Development of the equestrian facility can include condominium horse stalls and barns, and can include a commercial riding school, riding academy and/or commercial stable with horses for hire.

B. Lot B shall be utilized only for the development operation, construction and maintenance of a public, private or semi-private recreation area with facilities open to the residents and owners of Solamere Subdivision Nos. 1 and 2, their invitees and guest, at a cost no

greater than that required of other members or users, consisting of a recreational area including, without limitation and without obligation so to construct, a swimming facility, clubhouse, tennis facility, park and playground facilities and other recreational amenities. Except for these amenities, said lots will remain as basically a "green belt" adjacent to the Solamere Subdivision No. 1.

10.13 Board of Trustees and Solamere Homeowners Association Not Liable: The Board of Trustees and Solamere Homeowners Association shall not be liable in damages to any person for any act by the Board of Trustees, any individual trustee, the Solamere Homeowners Association, their agents or employees. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Board of Trustees and Solamere Homeowners Association for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Board of Trustees and Solamere Homeowners Association, its members as individuals, or its advisors, employees or agents. Any person violating the terms of this paragraph 10.13 shall reimburse the Board of Trustees and Solamere Homeowners Association for all legal and other professional fees incurred by the Board of Trustees and Solamere Homeowners Association in resolving such violation.

IN WITNESS WHEREOF, the Solamere Homeowners Association has executed this Declaration the day and year first above written.

SOLAMERE HOMEOWNERS ASSOCIATION,
a Utah Non-profit Corporation

By: _____
Its: _____

EXHIBIT "A"

SOLAMERE SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

SOLAMERE SUBDIVISION NO. 2A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

EXHIBIT "A"

TO DECLARATION OF PROTECTIVE COVENANTS

FOR SOLAMERE SUBDIVISION NO. 2A

The land referred to in the Declaration is situated in the County of Summit, State of Utah, and is described as follows:

Beginning at a point due East 3286.59 feet and due North 2110.98 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the Southeast corner of the Edison No. 8 Mining Claim, Survey No. 6992; and running thence North $60^{\circ} 51' 00''$ West along the Southerly boundary line of said Edison No. 8 Mining Claim 599.40 feet to the Southeast corner of the Edison No. 7 Mining Claim, Survey No. 6992; thence North $51^{\circ} 00' 00''$ West along the Southerly boundary line of said Edison No. 7 Mining Claim 403.20 feet to a point on the Southerly boundary line of the Emma Mining Claim, Survey No. 3262; thence South $77^{\circ} 35' 00''$ East along the Southerly boundary line of said Emma Mining Claim 190.90 feet to the southeast corner of said Emma Mining Claim; thence North $12^{\circ} 25' 00''$ East along the Easterly boundary line of said Emma Mining Claim 39.76 feet; thence due East 381.81 feet; thence North $69^{\circ} 00' 00''$ East 109.00 feet; thence North $34^{\circ} 30' 00''$ East 221.00 feet; thence North $15^{\circ} 20' 00''$ East 143.22 feet; thence due North 280.53 thence North $75^{\circ} 00' 00''$ East 71.78 feet; thence North $15^{\circ} 00' 00''$ West 1.36 feet to the point of a 198.50 foot radius curve to the left (center bears South $75^{\circ} 00' 00''$ West 198.50 feet of which the central angle is $35^{\circ} 15' 03''$); thence Northwesterly along the arc of said curve 122.13 feet to the point of a 25.00 foot radius compound curve to the left (center bears South $39^{\circ} 44' 57''$ West 25.00 feet of which the central angle is $(106^{\circ} 44' 57'')$); thence Westerly along the arc of said curve 46.58 feet; thence North $67^{\circ} 00' 00''$ West 25.00 feet; thence North $23^{\circ} 00' 00''$ East 7.36 feet; thence North $67^{\circ} 00' 00''$ West 25.00 feet to the point of a 25.00 foot radius curve to the left (center bears North $67^{\circ} 00' 00''$ West 25.00 feet of which the central angle is $90^{\circ} 00' 00''$); thence Northwesterly along the arc of said curve 39.27 feet; thence North $23^{\circ} 00' 00''$ East 66.00 feet to the point of a 25.00 foot radius curve to the left (center bears North $23^{\circ} 00' 00''$ East 25.00 feet of which the central angle is $90^{\circ} 00' 00''$); thence Northeasterly along the arc of said curve 39.27 feet; thence North $23^{\circ} 00' 00''$ East 193.38 feet to the point of a 104.91 foot radius curve to the right (center bears South $67^{\circ} 00' 00''$ East 104.91 feet of which the central angle is $26^{\circ} 00' 00''$); thence Northeasterly along the arc of said curve 47.61 feet; thence South $41^{\circ} 00' 00''$ East 66.44 feet; thence North $81^{\circ} 30' 00''$ East 309.65 feet; thence South $52^{\circ} 00' 00''$ East 540.81 feet; thence South $73^{\circ} 30' 00''$ East 852.53 feet; thence South $32^{\circ} 00' 00''$ East 420.20 feet to a Northerly corner of Solamere Subdivision No. 1, as dedicated; thence along said Subdivision boundary the next twenty-one courses: 1) South $55^{\circ} 30' 00''$ West 386.096 feet to a point on a 1405.067 foot radius curve to the right (center bears North $51^{\circ} 23' 20''$ East 1405.067 feet of which the central angle is $4^{\circ} 36' 40''$); thence 2) Northwesterly along the arc of said curve

113.079 feet to a point of tangency; thence 3) North 34° 00' 00" West 42.00 feet to the point of a 305.635 foot radius curve to the left (center bears South 56° 00' 00" West 305.835 feet of which the central angle is 41° 00' 00"); thence 4) Northwesterly along the arc of said curve is 218.851 feet to a point of tangency; thence 5) North 75° 00' 00" West 269.183 feet to the point of a 25.000 foot radius curve to the right (center bears North 35° 00' 00" East 25.000 feet of which the central angle is 55° 00' 00"); thence 6) Northwesterly along the arc of said curve 37.089 feet; thence 7) North 80° 00' 00" West 25.000 feet ; thence 8) North 10° 00' 00" East 9.644 feet; thence 9) North 80° 00' 00" West 25.000 feet to a point on a 25.000 foot radius curve to the right (center bears North 80° 00' 00" West 25.000 feet of which the central angle is 97° 03' 36"); thence 10) Southwesterly along the arc of said curve 42.35 feet to the point of a 1406.085 foot radius compound curve to the right (center bears North 17° 03' 36" East 1406.085 feet of which the central angle is 3° 56' 24"); thence 11) Northwesterly along the arc of said curve 96.692 feet to the point of a 146.669 foot radius reverse curve to the left (center bears South 21° 00' 00" West 146.669 feet of which the central angle is 100° 00' 00"); thence 12) Southwesterly along the arc of said curve 255.986 feet to a point of tangency; thence 13) South 11° 00' 00" West 78.006 feet to the point of a 25.000 foot radius curve to the right (center bears North 79° 00' 00" West 25.000 feet of which the central angle is 90° 00' 00"); thence 14) Southwesterly along the arc of said curve is 39.27 feet; thence 15) South 11° 00' 00" West 50.000 feet; thence 16) South 79° 00' 00" East 84.221 feet to the point of 114.393 foot radius curve to the right (center bears south 11° 00' 00" West 114.393 feet of which the central angle is 50° 00' 00"); thence 17) Southeasterly along the arc of said curve 99.827 feet to a point of tangency; thence 18) South 29° 00' 00" East 95.000 feet; thence 19) South 61° 00' 00" West 244.573 feet; thence 20) South 29° 30' 00" West 218.038 feet; thence 21) South 73° 10' 00" West 517.000 feet to the point of beginning. Contains 41.214 acres.

EXHIBIT "A"

TO DECLARATION OF PROTECTIVE COVENANTS

FOR SOLAMERE SUBDIVISION NO. 1

Beginning at a point which is North 796.618 feet and East 3106.452 feet from the East quarter corner of Section 16. Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point also being on the West line of Moose No. 3 Mining Claim (Survey No. 6727); and running thence North 0° 20' 00" East along said West line 350.482 feet to the Northwest corner of said Moose No. 3 Mining Claim; thence South 89° 59' 00" East 1200.00 feet to the Northeast corner of Moose No. 2 Mining Claim (Survey No. 6727); thence North 0° 20' 00" East along the West line of Moose No. 5 Mining Claim (Survey No. 6727), a distance of 581.301 feet to a point of intersection with the Southerly line of Moose No. 6 Mining Claim (Survey No. 6727); thence North 57° 06' 00" West 466.40 feet along said Southerly line to a point of intersection with the Easterly line of Edison No. 9 Mining Claim (Survey No. 6992); thence South 34° 05' 00" West along said Easterly line 230.00 feet to the Southeast corner of Edison No. 9 Mining Claim; thence North 60° 51' 00" West 599.70 feet to the Southwest corner of Edison No. 9 Mining Claim; thence North 34° 06' 00" East 33.801 feet to the Southeast corner of Edison No. 8 Mining Claim (Survey No. 6992); thence leaving said Edison No. 9 Mining Claim and going North 73° 10' 00" East 517.00 feet; thence North 29° 30' 00" East 218.038 feet; thence North 61° 00' 00" East 244.573 feet; thence North 29° 00' 00" West 95.0 feet to a point of a 114.393 foot radius curve to the left, (center bears South 61° 00' 00" West 114.393 feet); thence Northwesterly along the arc of said curve 99.827 feet to a point of tangency; thence North 79° 00' 00" West 84.221 feet; thence North 11° 00' 00" East 50.00 feet to a point of a 25.00 foot radius curve to the left, (center bears North 11° 00' 00" East 25.00 feet); thence Northeasterly along the arc of said curve 39.270 feet to a point of tangency; thence North 11° 00' 00" East 78.006 feet to a point of a 146.669 foot radius curve to the right, (center bears South 79° 00' 00" East 146.669 feet); thence Northeasterly along the arc of said curve 255.986 feet to a point of a 1406.085 foot radius reverse curve to the left, (center bears North 21° 00' 00" East 1406.085 feet); thence Southeasterly along the arc of said curve 96.692 feet to a point of a 25.00 foot radius compound curve to the left, (center bears North 17° 03' 36" East 25.00 feet); thence Northeasterly along the arc of said curve 42.350 feet to a point of tangency; thence South 80° 00' 00" East 25.00 feet; thence South 10° 00' 00" West 9.644 feet; thence South 80° 00' 00" East 25.00 feet to a point of 25.00 foot radius curve to the left, (center bears South 80° 00' 00" East 25.00 feet); thence Southeasterly along the arc of the said curve 37.089 feet to a point of tangency; thence South 75° 00' 00" East 769.183 feet to a point of a 305.835 foot radius curve to the right, (center bears South 15° 00' 00" West 305.835 feet); thence Southeasterly along the arc of said curve 218.851 feet to a point of tangency; thence South 34° 00' 00" East 42.00 feet to a point of a 1405.067 foot radius curve to the left; (center bears North 56° 00' 00" East 1405.067 feet); thence Southeasterly along the arc of said curve 113.079 feet; thence leaving said curve

and going North 55° 30' 00" East 386.093 feet; thence South 32° 00' 00" East 780.529 feet; thence South 2° 33' 14" East 1085.001 feet; thence North 68° 19' 00" West 608.24 feet; thence North 31° 00' 00" East 32.142 feet; thence North 66° 45' 00" West 492.60 feet; thence South 18° 45' 00" West 1500.033 feet; thence North 85° 37' 20" West 303.015 feet; thence North 48° 00' 00" West 1006.629 feet to the point of ...

Executed this Declaration the day and year first above written.

BANBERRY AND ASSOCIATES, LTD.,
a Utah Partnership

Gregory P. Nelson, Managing Partner

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

_____ the twenty seventh day of August, 1980, personally appeared before me Gregory P. Nelson, who, being by me duly sworn did say that he is the Managing Partner of Banberry and Associates, Ltd., a Utah Partnership, and that the within and foregoing Declaration of _____ covenants for Solamere subdivision No. 1 was signed in behalf of said partnership.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:
