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DECLARATION OF ALAN SPRINGER
COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUMMIT COUNTY RECORDER
NORDIC VILLAGE REC'D BY 34 28.00
A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, is made and executed this 15th day of April, 1987, by Queen Esther Mining Company, hereinafter referred to as "Developer."

RECITALS:

A. Developer is the record owner of that certain tract of property more particularly described in Article II of this Declaration. Developer desires to create on said property a residential development with permanent open spaces, and other Common Areas.

B. Developer desires to provide for preservation of the values and amenities in said development and for the maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, Developer desires to subject the Property described in Article II of this Declaration to the covenants, restrictions, easements, charges and liens hereinafter set forth.

C. Developer deems it desirable, for the efficient preservation of the values and amenities in the development, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose, Developer has, in conjunction with recordation of this Declaration, caused to be organized under the laws of the State of Utah, as a nonprofit corporation, NORDIC VILLAGE HOMEOWNERS ASSOCIATION.

NOW, THEREFORE, for the foregoing purposes, Developer declares that the Property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

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1. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

2. Plat shall mean and refer to the plat of Nordic Village, a Planned Unit Development, executed and acknowledged by Developer, prepared and certified to by John Demkowicz (a duly registered Utah Land Surveyor, and filed for record in the office of the County Recorder of Summit County, Utah concurrently with the filing of this Declaration.

3. Property shall mean and refer to the entire tract Of real property covered by the plat, a description of which is set forth in Article 11 of this Declaration.

4. Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat.

5. Common Areas shall mean and refer to that part of the Property which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

6. Limited Common Areas shall mean and refer to that part of the Common Areas identified and described on the map as Limited Common Areas.

7. Living Unit shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located or to be located on the Lot concerned which are used in conjunction with such residence.

8. Owner shall mean and refer to the person who or entity which is the owner of record (in the office of the County Recorder of Summit County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term, "Owner," shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

9. Association shall mean and refer to the NORDIC VILLAGE HOMEOWNERS ASSOCIATION, a nonprofit corporation.

10. Member shall mean and refer to every person who or entity which holds membership in the Association.

11. Permissible Building Area: The portion of each Lot within setbacks as shown on Exhibit "B" is the Permissible Building Area. All construction of the Living Unit patios and required covered parking must be located wholly within this area.

II. PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property situated in Summit County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by reference.

EXCLUDING to the extent they do not interfere with the use and enjoyment of the Common Areas and Facilities, all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included within the above-described tract.

RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described tract and the Lots and any improvements now or hereafter constructed thereon as may be reasonably necessary (in a manner not inconsistent with the provisions of this Declaration) to improve the Common Areas with such facilities designed for the use and enjoyment of the Members as Developer may reasonably determine to be appropriate; and to further improve the Common Areas by constructing parking facilities, the use of which shall be limited as provided herein; and to install, repair and maintain utility lines. If, pursuant to this reservation, the above-described tract or any improvement, Lot or Living Unit thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist, including an easement to install, repair and maintain such

improvement or utility line. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire fifteen (15) years after the date on which this Declaration is filed for record in the office of the County Recorder of Summit County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all instruments of record which affect the above-described tracts or any portion thereof, all visible easements and rights-of-way; and all easements and rights-of-way of record.

III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots, but excluding the Developer until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals or exceeds the total number of votes held by the Class B Member.

(b) The expiration of five (5) years after the date on which this Declaration is filed for record in the office of the County Recorder of Summit County, Utah.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

IV. PROPERTY RIGHTS IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom nor shall any right of partition exist with regard thereto. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained within Nordic Village, a Planned Unit Development, as the same is identified in the Plat recorded on _____, 1987, as Entry No. _____ and in the "Declaration of Covenants, Conditions, and Restrictions of Nordic Village, a Planned Unit Development", recorded in Book _____ at Page _____ both in the Official Records of Summit County, State of Utah. TOGETHER WITH an undivided appurtenant right and easement of use and enjoyment in and to the Common Areas described on the Plat, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this

Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

3. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following'

(a) The right of the Association to suspend a Member's right to the use of any of the Common Areas for any period during which an assessment on such Member's Lot remains unpaid and, for a period not exceeding ninety (90) days, for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas:

(c) The right of Park City, Summit County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other emergency, governmental or municipal service;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or by Proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action Proposed shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date.

(e) THE RIGHT OF THE DEVELOPER OR CITY, THE COUNTY OR STATE TO CONSTRUCT, ENLARGE AND IMPROVE WITHIN THE KEETLEY CORRIDOR AND THE RIGHT TO SURFACE KEETLEY ROAD AS A HIGH DENSITY ROADWAY OR HIGHWAY AND TO DEDICATE SUCH ROADWAY TO THE CITY, COUNTY, OR STATE WITH NO FURTHER RIGHT OF APPROVAL FROM OWNERS.

4. Transfer of Title. Developer agrees that it shall, at or prior to the time the Class B membership is converted to Class A membership, convey to the Association

title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessment described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents and of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas and their landscaping; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation or Bylaws.

3. Monthly Assessment. As of the date set under Section 7 of this Article, each Lot shall be subject to a monthly assessment. Written notice setting forth the purpose of any meeting of the Association to set the amount of monthly assessments shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Members of the Association may from time to time set the maximum amount of monthly assessment and give the Board of Directors of the Association the right to set the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 7 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or

in part; (i) any expense or expenses not reasonably capable of being fully Paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement or of personal property. Any such special assessment must be assented to by sixty percent (60%) of the votes of each class of membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum required for any action authorized by Section 3 or 4 above shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Sections 3 and 4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform and equal rate for all Lots.

7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall be due as to all Lots on the first day of the second month following conveyance of the sixteenth Lot to the sixteenth Purchaser and on the first day of every month thereafter. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in amount of the monthly assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. Notwithstanding the foregoing, monthly assessment on individual lots for insurance expense, taxes and other specifically attributable expenses shall commence as such expenses are incurred by the Association. The Association by vote of its Board of Directors shall have the power to waive the collection of the monthly assessment on a monthly basis and require its collection on a quarterly basis due (in the aggregate three month amount) on the first day of each calendar quarter. Notice of such election shall be provided to each Owner.

8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all Persons who in good faith rely thereon.

9. Effect of NonPayment - Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot from the due date thereof. The Association shall record the notice of lien in the public records of Summit County and if the items are not paid may proceed to foreclose the lien in the same manner allowed by the laws of the State of Utah for Trust Deeds. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs and each and every other expense incurred by the Association in enforcing its rights.

VI. OPERATION AND MAINTENANCE

1. Operation and Maintenance by Association and the Owners. The Association shall provide for such maintenance and operation of the Common Areas and their landscaping as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair. The Owner shall provide for maintenance and upkeep of the entire Lot prior to construction including without limitation weed control and debris removal and after construction shall provide upkeep of any portion of a Lot which lies between the extremities of the Living Unit situated thereon and the boundaries of the Lot. In addition, the Owner shall provide for maintenance and repair of the exterior of Living Units (including resurfacing of roofs and repainting, and including replacement of glass) as may be necessary or desirable to keep them attractive and in good condition and repair. In performing its obligations concerning maintenance of Living Unit exteriors, the Owner shall employ materials of the same

kind and quality, and colors the same, as those which were used in connection with original construction of the item concerned. The provisions of Section 2 of Article VIII ("Architectural Control") shall apply to any maintenance or repair of Living Unit exteriors which is accomplished by the Owner.

The failure of an Owner to perform his obligations of maintenance hereunder shall, after thirty days written notice of such failure and failure to cure, result in the performance of such obligations by the Association and a special assessment against the Owner and/or the Lot pursuant to Article V hereof in the amount of the total cost and fees to the Association.

2. Utilities. The Owner shall pay for all utility services furnished to each Lot including water, telephone, electricity, natural gas and any other services which are separately billed or metered to individual Lots by the utility or other party furnishing such service.

3. Insurance. The Owner shall secure and at all times maintain the following insurance coverages:

(i) A Policy or policies of fire and casualty insurance with extended coverage endorsement, for one hundred percent (100%) of the insurable value (based on current replacement cost) of the Living Unit and improvements existing on the Lot.

(ii) A policy or policies insuring the Owner, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Lot which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for Property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(a) Certificates evidencing said insurance shall be issued to Owners and Mortgagees who make request therefor.

(b) In addition to the insurance described above, the Association shall secure and at all times maintain

insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(c) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(d) Each policy of insurance obtained by the Association shall provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without prior written demand that the defect be cured; that it cannot be cancelled, suspended or invalidated without ten (10) days advance written notice to all who have been issued certificates of insurance under the policy.

(e) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

VII. USE RESTRICTIONS

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas. Each Member shall be liable to the Association for any damage to or destruction of any part of the Common Areas caused, directly or indirectly, by the negligent, willful, or malicious act or omission of such Member or of any of Member's family, guests, lessees, servants or others who use the Common Areas with such Member's permission, whether express or implied. The Developer may grant rights to use and enjoyment in the Common Areas to neighboring landowners.

2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No time-share use of any Living Unit or Lot shall be permitted. However, rentals of Living Units by their Owners shall be permissible, subject to such rules and regulations as the City and the Association may promulgate from time to time. No Lot or Living Unit shall be used, occupied, or altered so as to create a nuisance or interfere with the

rights of any Owner, or in a way which would result in an increase in the cost of any insurance required hereunder. Ownership of any Lot may not be shared by more than ten (10) persons, including corporations, partnerships or other entities.

3. Recreational Vehicles. No boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the visible areas of the Lots or upon the Common Areas, except in such portions of the Common Areas as the Association may specify, and subject to such rules and regulations as the Association may from time to time promulgate.

4. Pets. No animals other than small household pets shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Living Unit, it shall be either on a leash or in a cage.

5. Parking. Each Lot shall have constructed on it two covered parking spaces at the time the Living Unit is constructed.

6. Keetley Road. THE PLAT SHOWS PROPERTY LABELED KEETLEY ROAD AND KEETLEY ROAD CORRIDOR. THERE PRESENTLY EXISTS THEREON KEETLEY ROAD A NON-SURFACED ROADWAY. THE DEVELOPER RESERVES THE RIGHT TO CONSTRUCT THEREON OR HAVE CONSTRUCTED THEREON A SURFACED HIGH TRAFFIC HIGHWAY AS ACCESS TO OTHER PROPERTIES, AND ALSO RESERVES THE RIGHT TO DEDICATE SUCH HIGHWAY TO GOVERNMENTAL AUTHORITIES BY DOCUMENT REQUIRING NO OTHER SIGNATURE THAN DEVELOPER'S.

7. Exception for Developer. Notwithstanding the restrictions contained in this Article VII, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Summit County, Utah, Developer shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by Developer.

VIII. ARCHITECTURAL AND STRUCTURAL CONTROL

1. Architectural Control Committee. The Board of Directors of the Association shall appoint a three-member Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with

existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

2. Submission to Committee. No Living Unit, accessory or addition to a Living Unit which is visible from the Common Areas, or other improvement of a Lot which is visible from the Common Areas shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit shall be performed by individual Owners or by the Association unless complete plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee.

3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures. Architectural Guidelines published by the committee shall be available upon request by prospective purchasers.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. In the event Living Units or the Common Areas are damaged by causes covered by insurance, all insurance proceeds to the extent required shall be used for rebuilding. All construction must be located within the Permissible Building Area of the Lot. Total building footprints are limited to the schedule set forth opposite the Lot Number on Exhibit "B" hereto. Living Unit interiors are limited to a minimum of 1,500 square feet and a maximum of 5,000 square feet. Certain lots, identified on Exhibit "B", are prohibited from the construction of basements.

6. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

7. Exception for Developer. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any Lot or on any part of the Common Areas and which occurs at any time during the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Summit County, Utah.

IX. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed postage prepaid to the person who appears as a Member or Owner, at the address for tax Notices in the Summit County Property Records. Notices to Mortgagees shall be mailed to the address of such Mortgagee as shown in the Mortgage or to the principal place of business (if known) of such Mortgagee.

2. Rules and Regulations. In the manner provided in the Articles or Bylaws, the Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners.

3. Amendment. Subject to Section 5 of this Article X, any amendment to this Declaration shall require: (i) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and, so long as the Class B membership exists, (ii) the written consent of Developer. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished

through the recordation of an instrument executed by the Association, and if the Class B membership then exists, executed by the Developer. In such instrument an officer or director of the Association shall certify that the vote required by this Section for amendment has occurred.

4. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 4:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 4 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective except to determine if a quorum exists.

5. Mortgagee Protection. As used in this Section 5, the term "Mortgage" shall mean and include both a first mortgage on any Lot and a first deed of trust on any Lot and the term "Mortgagee" shall mean and include both a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.

The Association shall notify First Mortgagees of record in writing in the event that the Owner of the Lot encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his

part to perform any of his obligations under this Declaration, provided that such Mortgagee has requested such notice in writing.

The lien on a Lot for unpaid assessments provided for under Article V shall be subordinate to the Mortgage affecting such Lot, and the Mortgagee or persons claiming thereunder which come into possession of the Lot shall take the same free of such lien for unpaid assessments, but only to the extent of assessments which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments resulting from a pro rata reallocation thereof to all Lots including the Lot in which the Mortgagee is interested).

Unless all of the Mortgagees of the individual Lots have given their prior written approval, neither the Association nor any other party shall be entitled, by act, omission or otherwise:

(a) To alter the provisions of Section 6 of Article V hereof pertaining to uniform rate of assessments;

(b) To abandon, partition, subdivide, sell, dedicate, or transfer all or any part of the Common Areas (except for the transfer of title from Developer to the Association contemplated by Section 4 of Article IV hereof and the transfer or dedication of Keetley Road and except for the granting of rights in the Common Areas or conveyance of certain Open Space Areas and the granting of easements for utilities and purposes consistent with the intended use of the Common Areas);

(c) To seek to abandon or materially alter the arrangement which is established by this Declaration;

(d) To change, waive, abandon, or cease enforcement of the arrangement created under this Declaration concerning architectural control, or maintenance of the exteriors of Living Units and of the Common Areas;

(e) To fail to maintain the fire, casualty, and extended coverage insurance provided for in Section 3 (i) of Article VI hereof;

(f) To use proceeds of such insurance for purposes other than the repair, replacement or reconstruction of improvements as permitted or required herein;

(g) To amend the provisions of this Section 5; or

(h) To materially alter or amend the Plat.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association.

6. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

7. Tax Assessments. Each Lot and its equal appurtenant interest in the Common Area shall be assessed as a separate tax parcel by the Summit County Assessor for the value of the Lot and improvements, the Living Unit and for its proportioned share of the value of the land and improvements constituting the Common Areas of the Development.

8. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Developer, all parties who hereafter acquire any interest in a Lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration, the Articles and Bylaws, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration, the Articles and Bylaws, and any such rules, regulations, agreements, instruments and determinations.

9. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the Office of the County Recorder of Summit County, Utah.

EXECUTED the day and year first above written.

DEVELOPER:

QUEEN ESTHER MINING COMPANY,

By *H. McKay Edwards*
H. McKay Edwards, President

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

On this 1st day of June, 1987, personally appeared before me H. McKay Edwards, who being by me duly sworn, did say that he is President of Queen Esther Mining Company, and that the foregoing Declaration of Covenants, Conditions, and Restrictions of Nordic Village, a Planned Unit Development, was signed with authority and on behalf of said corporation by authority of its bylaws.



Karen M. Jordan
NOTARY PUBLIC
Residing at: Salt Lake City

3831B
021287

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

NORDIC VILLAGE P.U.D.

PARCEL A LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH LINE OF SOLAMERE SUBDIVISION NO. 1 AND ALSO ON THE EAST RIGHT-OF-WAY LINE OF QUEEN ESTHER DRIVE, SAID POINT BEING NORTH 1386.24 FEET AND EAST 4950.97 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG THE SOUTH LINE OF SOLAMERE SUBDIVISION NO. 1 S 66°45'00" E 152.87 FEET; THENCE S 31°00'00" W 32.14 FEET; THENCE S 68°19'00" E 218.56 FEET; THENCE LEAVING THE SOUTH LINE OF SOLAMERE SUBDIVISION NO. 1 S 17°00'00" E 360.40 FEET; THENCE S 4°00'00" W 303.94 FEET; THENCE N 80°00'00" W 315.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF QUEEN ESTHER DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE N 4°40'00" W 336.66 FEET TO A POINT ON A 300.00 FOOT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 85°20'00" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 143.12 FEET THRU A CENTRAL ANGLE OF 27°20'00" TO A POINT ON A 225.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS N 58°00'00" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 149.23 FEET THRU A CENTRAL ANGLE OF 38°00'00"; THENCE N 6°00'00" E 90.84 FEET TO A POINT ON A 150.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS N 84°00'07" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 52.36 FEET THRU A CENTRAL ANGLE OF 20°00'00"; THENCE N 14°00'00" W 6.77 FEET TO THE POINT OF BEGINNING. CONTAINS 5.35 ACRES.

Reserving unto the Developer all rights to oil, gas and minerals under the above described property but with no right of surface entry thereof.

EXHIBIT A CONTINUED
LEGAL DESCRIPTION OF PROPERTY

NORDIC VILLAGE P.U.D.

PARCEL B LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH LINE OF QUEEN ESTHER VILLAGE NO. 1 AND ON THE EAST LINE OF QUEEN ESTHER DRIVE, SAID POINT BEING ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS S 31°52'07" E, SAID POINT ALSO BEING EAST 4749.27 FEET AND NORTH 221.63 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG THE EAST RIGHT-OF-WAY OF QUEEN ESTHER DRIVE 15.36 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 5°52'07"; THENCE N 64°00'00" E 155.91 FEET TO A POINT ON A 275.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS N 26°00'00" W; THENCE 274.66 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 57°13'29", THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF QUEEN ESTHER DRIVE S 80°00'00" E 97.00 FEET; THENCE S 8°00'00" E 55.58 FEET; THENCE S 23°00'00" W 189.00 FEET; THENCE S 29°36'17" W 266.20 FEET TO THE NORTHEAST CORNER OF QUEEN ESTHER VILLAGE NO. 1; THENCE ALONG THE NORTH LINE OF QUEEN ESTHER VILLAGE NO. 1 N 84°40'00" W 106.15 FEET TO A POINT ON A 112.50 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS N 70°59'48" W; THENCE NORTHERLY 55.96 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 28°30'07"; THENCE N 9°30'00" W 11.92 FEET TO A POINT ON A 77.50 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS N 80°30'03" E; THENCE NORTHERLY 51.70 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°13'22"; THENCE N 61°16'38" W 124.78 FEET TO THE POINT OF BEGINNING. CONTAINS 1.78 ACRES.

Reserving unto the Developer all rights to oil, gas and minerals under the above described property but with no right of surface entry thereof.

EXHIBIT B
PERMISSIBLE BUILDING AREA AND BUILDING FOOTPRINT

SETBACKS IN FEET AS SHOWN

NUMBERS IN LOTS:

1. MAXIMUM BUILDING FOOTPRINT IN SQUARE FEET
2. MAXIMUM DRIVEWAY AND PATIO IN SQUARE FEET

LOT NUMBERS 1 - 23:



134-268

EXHIBIT B CONTINUED:
PERMISSIBLE BUILDING AREA AND BUILDING FOOTPRINT

SETBACKS IN FEET AS SHOWN
NUMBERS IN LOTS:

1. MAXIMUM BUILDING FOOTPRINT IN SQUARE FEET
2. MAXIMUM DRIVEWAY AND PATIO IN SQUARE FEET

LOT NUMBERS 24 - 29:

