

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

00437658

Bk00909 Pg00001-00023

SUNPEAK CENTER

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

1995 SEP 19 16:04 PM FEE \$59.00 BY DMG

SUMMIT COUNTY, UTAH

REQUEST: HIGH COUNTRY TITLE

This Declaration for SunPeak Center, located in Summit County, Utah is filed this 19th day of SEPTEMBER, 1995 by Summit Ranch, J.V., a California general partnership, referred to below as the "Declarant":

RECITALS:

A. Declarant and Mauka-Med I, L.C. are the owners of the real property located in Summit County, Utah, particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Declarant intends to develop the Property as an office park and sell each Development Parcel within the Property under a uniform plan of development, subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Development Parcels.

C. Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to these protective covenants, conditions, restrictions and equitable servitudes, all of which are created for the mutual benefit of the Owners of the Property, and the occupants of the Development Parcels. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a consistent pattern and quality of development, to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Property. The covenants, conditions and

restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property, and shall inure to the benefit of all other Property in SunPeak. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

ARTICLE I DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.01. "Architectural Design Guidelines" means that set of design standards and objectives as recorded in Book 668, pages 536 through 585, in the Summit County Recorder's office, as amended from time to time, which shall govern the architectural styles and materials of all Improvements within the SunPeak Community.

1.02. "Committee" shall mean the Architectural and Engineering Design Review Committee created under Article III of this Declaration.

1.03. "County" shall mean Summit County, Utah, and its appropriate Boards, Commissions, Officers and departments.

1.04. "Declarant" shall mean and refer to Summit Ranch J.V., a California general partnership, having its principal place of business in Rancho Cordova, California, and the signer of this Declaration, or its successor in interest, if such successor is designated as a successor Declarant by written instrument recorded in the County.

1.05. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of SunPeak Community, which are incorporated into this Declaration by reference.

1.06. "Development Parcel" or "Parcel" shall mean one of the numbered Parcels 1, 4, 5 and 6, shown on the SunPeak Phasing Plan for SunPeak Community. Each Development Parcel is subject to improvement as provided in Article V of this Declaration. For purposes of this Declaration, Parcels 2 and 3 and 7 through 22,

00437658 Bk00909 Pg00002

inclusive, are part of the overall SunPeak Community but are not part of the office park which is subject to this Declaration.

1.07. "Excavation" shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the Uniform Building Code as adopted and amended by the County.

1.08. "Fill" shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from off-site or resulting from the regrading of excavated material from on-site, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the Uniform Building Code, as adopted by the County.

1.09. "Improvement" shall mean all structures and appurtenances of every type and kind, including, for example, but not limited to, office buildings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, decks, sport courts, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior or any building, and also the construction of any roads, underground utilities, drainage works, driveways, parking lots and similar infrastructure constructed within any Development Parcel.

1.10. "Owner" shall mean the person or persons having title to any Development Parcel within the SunPeak Center Property. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

1.11. "Plat" shall mean the Phasing Plan of the SunPeak Community which divides the overall property into Open Space, Roadways and Development Parcels, as approved by the County and recorded in the office of the Summit County Recorder, and any amendments that may be made from time to time.

1.12. "Property" shall mean all of the land described on the attached Exhibit A.

00437658 Bk00909 Pg00003

ARTICLE II
DESIGN REVIEW GUIDELINES AND COMMITTEE

2.01. Introduction. It is the intention and purpose of this Declaration to impose Design Guidelines on SunPeak Center as a whole, and specific development constraints and requirements on each of the Development Parcels. The placement, massing, dimensions, materials, colors and public aspects of the Improvements will be guided, but still allow for diversity in style and vitality in design. To accomplish this goal, the Declarant hereby establishes a Design Review Committee, which is empowered to oversee and enforce the provisions of this Declaration and the Design Guidelines set forth in this Declaration. The Design Guidelines are deemed to be mandatory and not advisory, and each Owner shall comply with the Design Guidelines in the construction of his Improvements.

2.02. Architectural Design Guidelines. The Architectural Design Guidelines identified in Section 1.01 above have been prepared and adopted by the Declarant to govern the architectural features of the development. All development within the Property is subject to these design guidelines, and shall conform with them. The Design Guidelines may be amended from time to time by the Design Review Committee, provided that any amendment shall require a two-thirds affirmative vote of the members of the Committee. The Committee shall take reasonable steps to publish amendments and make Owners aware of them. However, it is the responsibility of each Owner who plans any construction or change of existing improvements on his Parcel to be certain that he/she has a complete and current copy of the applicable guidelines. All site work, utility construction and sub-grade work must comply with the standards adopted by Summit County, Snyderville Basin Sewer Improvement District, Silver Springs Water Company, and the applicable public utilities.

2.03. Design Committee Created. The Committee will consist of three (3) persons. The initial Committee will consist of three (3) people appointed by the Declarant, who do not need to be Owners. The initial address of the Committee for any correspondence or submission is: SunPeak Center Design Committee, c/o Jack Johnson Company, 1910 Prospector Avenue, Park City, Utah 94060. At the time fifty percent (50%) of the Development Parcels are sold to persons other than the Declarant, one member of the Committee will be elected from the Owners, other than Declarant, to replace an appointee of the Declarant. At the time that one hundred percent (100%) of the Development Parcels are sold to persons other than

00437658 Br00909 Pg00004

the Declarant, or following the seventh (7th) anniversary of the recording of the Plat (whichever occurs first) all three (3) members of the Committee will be elected by the Owners, and the Declarant's rights will terminate, except that any rights the Declarant is entitled to in its capacity as an Owner will survive.

At all times at least two (2) members of the Committee shall have a professional degree or other background in design, land planning, engineering, architecture, law or some other field which is related to the functions to be performed by the Committee. If the preceding sentence is not complied with for any reason, then the Committee shall establish a client relationship with a licensed architect for the purpose of rendering advice with respect to plan submittals and other review matters before the Committee.

2.04. Approval by Committee. Except with respect to land divisions or Improvements done by Declarant, no Subdivision Plat, Road Dedication Plat may be recorded, and no Excavation, Fill or other Improvement to any Development Parcel may be constructed, installed, maintained or allowed to stand in SunPeak Center without the prior written approval of the Committee. Any such proposed Subdivision Plat, Dedication, Excavation, Fill or Improvement plan submitted for approval by the County must first have been approved by the Committee, and must contain a signature block for the Committee's approval to be indicated on the face thereof. The prior approval and review fee provisions of this Section shall not apply to Declarant. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation or construction of Improvements of any kind shall be made on any Development Parcel without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Site plans for the proposed building or other Improvements on any Development Parcel must be submitted to the Committee for review. If a Subdivision Plat will be recorded on that Development Parcel, the proposed Subdivision Plat must also be submitted for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Development Parcel of all roads, easements, drainage and utility facilities and the buildings, parking and other circulation areas.

(b) Address for Notices. Any matter submitted to the Committee for review and approval must be accompanied by a statement of the Parcel to which

00437658 Bk00909 Pg00005

it pertains, the Owner thereof, the Owner's authorized representative and the address and phone number of such representative.

(c) Review. Within thirty (30) days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration and Design Guidelines. If they do not, the plans will be rejected by written notice, which notice shall indicate the basis for rejection or, if applicable, aspects which would need to be changed in order to meet with Committee approval. If they are in compliance, the Committee will approve the plans in writing. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. The Committee will sign another copy of the plans or otherwise give written confirmation to the Owner that the proposal has been approved, so that Owner may demonstrate that approval to the County. Any construction that is not in strict compliance with the approved plans is prohibited.

(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five (5) years.

(e) Failure to Act. If the Committee has not approved, rejected or asked for additional information or revision of any submission within forty-five (45) days after submission of complete plans, the submission is deemed to have been approved.

2.05. Variations. Variations to the Design Guidelines contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Development Parcel or would not comply with the overall intent of the Design Guidelines. Variations may be granted by the Committee, which shall keep a written record of the variance and the reasons why it was considered necessary to grant it.

2.06. Review Costs. In reviewing any proposal for initial development on a Development Parcel, the Committee will likely require the services of professionals in the development industry to assist in the review process. The Owner making application is expected to pay the reasonable costs of the Committee,

00437658 Bk00909 Pg00006

provided, however, that no architect or engineer will be hired without advance notice to the Owner making application of the intention to hire a review architect or engineer. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the Owner making application, for himself and his successors and assigns, waives any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

2.07. Levels of Design Review. The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the Design Guidelines of this Declaration. These Design Guidelines are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive and well-designed community. For each Development Parcel, the Committee shall have complete design review of the site plan and the architectural designs of the proposed buildings. The Committee shall also review utility and street extensions as needed to extend services to adjoining Development Parcels, so that there is adequate capacity provided, and also so that the location of extended utilities complies with the regulations of the utility companies and meets the reasonably foreseeable needs of the adjoining parcel in terms of location and capacity, so that expensive duplications or relocations of utility facilities can be avoided.

2.08. Declarant and Committee not Liable. The Declarant and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners within the Property for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner, and may seek independent redress if he believes the Committee has acted improperly.

2.09. Limitations on Review. The Committee shall have no authority over the enforcement of building codes (including structural, mechanical or fire), zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or

00437658 Bk00909 Pg00007

changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to construction.

2.10. Building Permit Application. No Owner will apply for a building permit, including grading permits for site work, without first having obtained the written approval of the Committee for the work proposed. Any work commenced without Committee approval may be enjoined by the Association at the expense of the person on whose behalf the work was commenced.

2.11. Approval to Proceed. The Committee shall issue a written Certificate of Approval to the Owner once the plans have been approved and the pre-construction conference required in Article V has been held, and all other conditions of construction set forth in Article V have been satisfied. Such issuance shall be within ten (10) days after the satisfaction of the last remaining condition. The certificate will include reference to the dated plans approved by the Committee.

ARTICLE III RESTRICTIONS ON ALL PROPERTY

The following Restrictions on use apply to all Property within the SunPeak Center:

3.01. Governing Regulations. The lawfully enacted zoning regulations of Summit County, Snyderville Basin Sewer Improvement District, Park City Fire Service District, and any building, fire and health codes are in full force and effect in the SunPeak Community, and no Development Parcel may be occupied, developed or improved in a manner that is in violation of any such statute, law or ordinance. If the Covenants, Conditions and Restrictions in this Declaration are more stringent than applicable zoning, it is the intent that the provisions of this Declaration control. This Declaration shall not authorize any uses, improvements or activities that are prohibited by any local, state or federal law or regulation.

3.02. No Mining Uses. The Property shall not be used for mining, drilling or quarrying activity at any time.

3.03. Limitations on Business or Commercial Uses. No portion of the Property may be used for any retail sales uses. The Development Parcels are intended for professional and business offices, and not as retail establishments.

00437658 Bk00909 Pg00008

3.04. Signage.

(a) All signs shall be reviewed by the SunPeak Center Design Review Committee and shall require approval prior to installation. Signs requiring approval include, but are not limited to, office identification signs; street signs; directional signs; and regulatory signs.

(b) Except as specifically provided, no signs will be permitted on any Development Parcel or within the Property except for traffic control signs for roadways and parking areas.

(c) Within each Development Parcel, signs indicating that a building or building unit is for sale may be used for up to six (6) months, provided that no such sign may exceed three (3) square feet. Signs advertising offices for rent may be displayed only after the Design Review Committee has approved the same, including location as well as design. Such sign shall be removed as soon as ninety percent (90%) of the space within that Development Parcel has been rented.

3.05. Buildings Type and Materials.

(a) Mobile Homes/Used Buildings. No mobile homes, trailer houses, manufactured housing, or used buildings or buildings moved from other locations may be placed on any Development Parcel except for temporary construction offices as provided in Article V.

(b) Office Structures.

(1) Permitted Unit Types and Massing. Office structures may be from one (1) to three (3) stories.

(2) Exterior Materials and Colors. Unless specifically approved by the Committee, only the following exterior wall surface materials shall be allowed: cedar siding, redwood siding, stone, wood shingles, wood shakes, and stucco without "Tudor" wood breaks. Specifically excluded are logs, reflective glass, aluminum and vinyl siding or similar materials. Logs may, however, be used as decks or minimal decoration. There shall be allowed no more than three (3) different exterior wall materials on any exterior structure.

Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone, whether in natural patina or the weathered color of the wall surface itself or the color of the stain or other coating. Bright or dramatic colors can be used for accent of exterior wall areas hidden from general view. Fascia and trim shall be a monochromatic scheme with the siding color.

00437658 Bk00909 Pg00009

(3) Roofs.

(A) View Restrictions. All roof heights and designs shall minimize view blockage to the extent possible from adjacent properties and properties on the opposite side of the street.

(B) Slopes, Types and Overhangs. Roof slopes for any buildings constructed in SunPeak Center shall be from 4/12 to 8/12 pitch and shall be in as simple a form as practicable. Steeper pitches may be considered by the Design Review Committee. The following roof shapes are specifically not permitted: mansard, fake mansard, gambrel, joined shed roof, or domed. All roofs shall have a minimum overhang of two feet (2'). Special attention shall be taken with regard to overhangs on the south and west elevations to provide adequate sun control for the buildings.

(C) Materials. Only the following roofing materials will be allowed: wood shingles, shake shingles, copper or metal roofs in earth colors. Specifically excluded are asphalt shingles. All roof metal, flashings, gutters, vents and chimney caps will be made of anodized aluminum or painted galvanized, in either case with a painted surface of earth tone.

(D) Chimneys and Vents. Chimneys must be enclosed in an approved siding material. No exposed metal flues are permitted. All chimney tops on any one structure must be of identical design. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street. All chimneys and vents must be painted or anodized to an earth tone color.

(E) Antennas. Any satellite dishes must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from any adjoining property. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

(4) Windows. Window frames must be either wood, bronze-tone aluminum clad wood, vinyl clad earth tones, bronze-tone aluminum or dark metal. All windows must be at least double glazed. Any trapezoidal windows must follow the shape of the walls or roofs surrounding them, with the top parallel to the above roof, and a bottom horizontal or parallel to a roof structure below it.

00437658 Bk00909 Pg00010

(5) Wall Dimensions. No wall surface may run more than fifty feet (50') in length without a break or jog in the roof and/or wall of at least ten feet (10') or more.

3.06. Completion Required Before Occupancy. No office may be occupied prior to its completion and the issuance of a certificate of occupancy by the County.

3.07. Wood-Burning Fireplaces. No coal-fired fireplaces, stoves, furnaces or devices will be permitted anywhere in the Property. Fireplaces shall have a catalytic element to reduce particulates.

3.08. Animals. Horses and other animals are specifically prohibited.

3.09. Underground Utilities. All gas, electrical, telephone, television and any other utility lines installed to serve any Development Parcel are to be underground, including lines within any Development Parcel which service Improvements entirely within that Parcel. There are existing overhead electric lines that are part of the general utility grid which will remain overhead.

3.10. No Oil or L. P. Gas Tanks. The primary heat sources for all Improvements shall be solar, natural gas delivered by pipeline or electric heat. No heating oil, propane, butane or other bulk fuel storage tank may be installed on the Property.

3.11. Maintenance of Property. All Development Parcels, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Development Parcel or the Improvements on it to fall into disrepair.

3.12. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Development Parcel, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Development Parcels.

3.13. No Hazardous Activity. No activity may be conducted on any Development Parcel that is, or would be considered by a reasonable person to be dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials, the discharge of firearms or fireworks, and setting open fires. No bulk fuel such as gasoline, diesel or propane will be stored on the Property for any purpose. The use of pesticides will be in strict compliance with applicable regulations. No Development Parcel, building or office unit will be occupied, used or developed in a manner that is in violation of applicable federal, state or local environmental laws or regulations.

00437658 Bk00909 Pg00011

3.14. No Unsightliness. No unsightliness is permitted on any Development Parcel. This shall include, without limitation, the open storage of any building materials (except during the construction of any Improvements); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; refuse or garbage except as stored in tight containers in an enclosure designed for such storage; and the storage or accumulation of any other material, vehicle or equipment on the Development Parcel in a manner that is visible from the public view.

3.15. Lighting.

(a) Lighting Restrictions. Any outdoor lighting shall be subject to review and approval by the Architectural Committee.

(b) Lighting Direction. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the area on which it is installed. This shall not apply to street lighting maintained by the County.

3.16. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Development Parcel which create noise that might reasonably be expected to be unreasonably or annoyingly loud, except for security or fire alarms.

3.17. Sewer Connection Required. All buildings shall be served by sanitary sewer service, and no cesspools, septic tanks or other types of waste disposal systems are permitted on any Development Parcel. All individual office or common restroom facilities must be connected to the sanitary sewer system in accordance with the rules and regulations of the Snyderville Basin Sewer Improvement District.

3.18. Drainage.

(a) Detention. Storm water control and detention shall be the responsibility of each Development Parcel Owner. However, individual Parcel Owners may work together to establish a master storm water control and detention system that will serve all Development Parcels.

(b) Natural Drainage Patterns. An Owner shall not alter the natural drainage pattern of his Development Parcel except in accordance with any grading, water diversion or fill plans approved by the Design Review Committee.

00437658 Bk00909 Pg00012

3.19. Protection of Springs and Streams. Although well-drained alluvial soils predominate the Property, streams and springs are present. Construction should not alter or impede the natural flow of groundwater. An Owner planning to construct a building on a Parcel proximate to streams or springs shall seek the advice of an experienced design professional, particularly if the building is to include basement space or subterranean parking and shall provide such written review to the Design Review Committee.

3.20. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on improved roadways and driveways. No snowmobiles or unregistered motorcycles will be operated on the Property except while loading the equipment for lawful transport on public streets.

3.21. No Hunting. The hunting, trapping and harassment of wildlife, by firearms or any other means, is expressly prohibited within the Property. The discharge of firearms of every kind and description is expressly prohibited within the SunPeak Community, including the Open Space parcels.

3.22. Lodging Uses. No office building, Improvement or other portion of the Property may be used for transient or other lodging uses.

3.23. No Manufacturing. No manufacturing uses may be made of any portion of the Property.

3.24. Landscaping. Landscaping shall be the responsibility of the Owner. Landscaping should represent a minimum of five percent (5%) of the construction costs.

3.25. Licensing. All design work provided on the property within SunPeak Center shall be performed by licensed architects, engineers and landscape architects.

3.26. Resubdivision. No Development Parcel may be resubdivided without the consent of the Committee and the County. No resubdivision of any Development Parcel may result in the construction of excess footage or non-office structures within the SunPeak Center.

ARTICLE IV

PERMITTED USES ON DEVELOPMENT PARCELS

4.01. Permitted Uses. It is intended that most Development Parcels will be developed in a manner that is consistent with this Declaration. The land uses and the development program for each Parcel is set forth below. Any use not permitted

00437658 Bk00909 Pg00013

by this Declaration is prohibited. All uses must comply with the Design Guidelines which are a part of this Declaration.

4.02. Conditions of Development. Within each Development Parcel, there are specific conditions of development that are necessary for the overall preservation of the purposes of this Declaration, including providing road and utility stubs to adjoining Parcels, providing adequate capacities, and payment of proportionate shares of the costs of the basic utility and road extensions to the Development Parcel.

4.03. Type and Density of Development, Allocation of Votes and Assessments. Each Development Parcel shall be subject to all applicable building and zoning requirements, and any specific covenants imposed by Declarant in its deed of property to an Owner. Generally, each Development Parcel shall be developed and used for business and professional offices with a maximum of 15,000 square feet of net leasable floor area.

ARTICLE V CONSTRUCTION COVENANTS

5.01. Introduction. In order to ensure that the initial construction on any Development Parcel causes the minimum inconvenience and annoyance to the Owners of other Parcels particularly those Parcels which have already been developed, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner of a Development Parcel and the Contractor constructing the Improvements on that Parcel. The Owner shall be bound by these regulations, and violations committed by the Contractor or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

5.02. Pre-Construction Conference. Prior to the commencement of construction, the Owner and Contractor will meet with the Design Review Committee to review these regulations and coordinate the construction activities within the Property. At the conference, or prior to the Committee granting its approval, the Owner must supply a construction site plan showing the location of material storage areas, the portable toilet, any construction office or trailer, and the trash dumpster. This plan must be approved by the Committee prior to the commencement of construction.

00437658 Bk00909 Pg00014

5.03. Portable Office or Trailer. Any Contractor who desires to bring a portable office or trailer on to a Development Parcel shall first apply for and receive written approval from the Committee. The Committee will work closely with the Contractor and Owner to determine the best possible location for the portable office. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Substantial Completion of the Improvements, (ii) the termination, expiration or cancellation of the Building Permit, or (iii) the suspension of construction activities for a period of sixty (60) days.

5.04. Construction Debris Removal. The Contractor must comply with County ordinances requiring the placement and maintenance of a trash container or dumpster on the Parcel. The Contractor shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps and other debris in a suitable container, protected from the wind and regularly serviced. No trash may be burned, buried or otherwise disposed of on the Property.

5.05. Construction Area Appearance. The Parcel must be maintained in a reasonably organized and neat condition at all times during the construction of Improvements.

5.06. Sanitary Facilities. The Contractor is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Parcel at a location approved by the Committee, and removed from the site as soon as construction of the Improvements has been completed.

5.07. Construction Parking and Vehicles. Construction crews must park their vehicles on the Development Parcel on which they are working, and shall not use or park on any other Parcel or any other Property.

5.08. Conservation of Landscape Materials. To the extent reasonably possible, native plant material removed from a Parcel during the construction process should be preserved for replanting on the Parcel. Topsoil, rock outcroppings, boulders, springs and seeps should be preserved. Tree removal is strongly discouraged, and only those trees which will unreasonably interfere with construction, or which are located within the building area or any driveway will be removed. To the extent possible, trees that are removed will be made available for transplanting to other locations on the Property. The Committee will take such considerations into account when it approves or requests changes in the improvement plans or location of improvements on any Parcel.

00437658 Bk00909 Pg00015

5.09. Blasting. Blasting should not be necessary in the SunPeak Center, but in the event that it is necessary to blast in conjunction with the construction of any Improvement, the Owner must notify the Committee in advance. In addition, the Contractor must comply with all ordinances and regulations of the County applicable to blasting. Notice to the Committee shall be at least thirty (30) days in advance to allow reasonable review of the governmental permits and opportunity to take any appropriate protective action or notice to neighboring areas. No blasting, impact digging or pile driving causing seismic vibrations may be undertaken without the consent of the Committee.

5.10. Hours of Work. Daily working hours on the site shall be limited to the period beginning one-half hour after sunrise and ending one-half hour before sunset, unless otherwise restricted by County ordinances. The Contractor is responsible for controlling noise emanating from the site.

5.11. Soil Conservation, Dust. At all times when the surface of the Development Parcel is disturbed by construction activity, and re-vegetation has not been completed, the Contractor shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines. Excavated material must be controlled in a manner that prevents erosion onto adjoining Parcels.

5.12. Removal of Mud or Debris. The Contractor is responsible for cleaning up and removing mud or any plant material or other debris from the construction site that is deposited on the roadways of the Property.

5.13. Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the County, Snyderville Basin Sewer Improvement District and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the Permit. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, construction of subdivision Improvements and utility infrastructure shall be substantially complete within a period of one (1) year from the date of commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the underground work.

5.14. Repair of Damage. The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction. The

Committee may issue a notice of outstanding repair need to an Owner establishing a reasonable deadline for the repair to be effected. If the Owner fails to comply by the deadline established, the Committee may cause the needed work to be done and may bill the Owner for the cost thereof, which bill may be sued upon as an unsecured debt. In addition, the Committee, if necessary, shall initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Parcel. Repairs will be to County standards, unless a more stringent requirement is created by these Covenants, in which case the repair will comply with the more stringent standard.

ARTICLE VI
OWNERS' MAINTENANCE OBLIGATIONS

It is the obligation of each Owner to properly maintain his Development Parcel at all times in order to preserve and enhance the enjoyment of the Property:

6.01. Duty to Maintain. It is the obligation of the Owner of each Development Parcel improved with an office building to maintain his Parcel and the Improvements to the Parcel in a good state of repair and in an attractive, safe and healthy condition.

6.02. Repair by Committee. In the event that an Owner permits his Parcel or Improvements to fall into a state of disrepair that is dangerous, unsafe or unsanitary or that is unsightly or in violation of the Design Guidelines or this Declaration, the Committee may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within thirty (30) days. If the Owner fails to take corrective action, the Committee shall have the right, but not the obligation, to enter upon the offending Owner's Parcel and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to pay the reasonable costs of any work performed under this provision within fifteen (15) days of receipt of the bill therefor, and consents to the Association placing a lien on his Development Parcel for the reasonable cost of the repairs made. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law and may be collected by any lawful means.

6.03. Alterations of Exterior Appearance. Each Owner shall maintain his Development Parcel and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations,

00437658 Bk00909 P600017

improvements or remodeling, whether structural or cosmetic, will be made without the advance consent of the Committee.

6.04. Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however, that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Development for more than ninety (90) days without repairs commencing, and any damaged structure which does remain unrepaired after ninety (90) days following the occurrence of damage is deemed a nuisance which may be abated by the Committee.

ARTICLE VII GENERAL PROVISIONS

7.01. Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

7.02. Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Parcel), by any other Owner, or by the Committee. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

00437658 Bk00909 Pg00018

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

7.03. Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

7.04. Limited Liability. Neither the Declarant or the Committee or its individual members, nor any other Owner, shall have personal liability to any other Owner for any enforcement action or inaction taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

7.05. Covenants Reciprocal Among Development Parcels. The covenants, conditions and restrictions established by this Declaration are reciprocal among all Development Parcels within the Property. The Owner of any Development Parcel shall have standing to enforce these Covenants, Conditions and Restrictions against the Owners of any other Development Parcel within the Property.

7.06. Term of Covenants, Renewal. This Declaration shall expire fifty (50) years from the date it is first recorded with the Summit County Recorder, provided, however, that in the last year prior to expiration, the Owners of not less than four (4) of the Development Parcels may, by written notice which is recorded with the Summit County Recorder, agree to extend the covenants for a period of an additional twenty (20) years.

7.07. Amendment, Mortgage Not Bound. At any time while this Declaration is in effect, the Owners acting unanimously may amend the provisions of this Declaration. Any amendment must be in writing and be properly recorded with the County Recorder. No amendment which would have a financial impact on or impair the existing lien of the holder of any mortgage or trust deed on any Parcel will be binding upon such holder unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment. No amendment shall have the effect of increasing the overall density within the SunPeak Center beyond that permitted by this Declaration and the Class II permit granted by Summit County.

00437658 Bx00909 Pg00019

7.08. Limitation of Restrictions on Declarant. Declarant is undertaking the work of planning, developing and selling the Property. The completion of that work and the sale or other disposal of the Development Parcels is essential to the establishment and welfare of the Property. In order that such work may be completed as rapidly as possible, nothing in this Declaration shall be understood and construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on the Properties or any part thereof whatever is reasonably necessary or advisable in connection with the completion of such work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part of the Properties such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said Property as an office development and disposing of the Properties in Parcels by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the Properties its business of completing said work; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Properties as may be necessary for the sale, lease or disposition thereof.

The exemption granted by this section shall automatically expire upon the conveyance to an owner of the last Development Parcel in the Property owned by Declarant.

7.09. Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Development Parcel in the Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Parcel, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in the Parcel.

7.10. Notices. All notices under this Declaration are deemed effective seventy-two (72) hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery. Each Owner shall give the Committee his/her current address for notice purposes whenever he/she submits any application to the Committee for review and thereafter whenever there is any change of address or authorized representative with respect to his/her Parcel.

00437658 Bx00909 Pg00020

7.11. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a harmonious plan for the development of the Property. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

7.12. Joinder of Non-Declarant Owner. Declarant has already conveyed title to Parcel 4 to Mauka-Med I, L.C. with prior notice of these Covenants, Conditions and Restrictions and Declarant's intention to record this Declaration. Declarant hereby acknowledges and confirms that the buildings and Improvements currently under construction on Parcel 4 have been approved by the Design Review Committee in accordance with the standards set forth herein and are not subject to further review. Mauka-Med I, L.C. is joining in the execution of this Declaration for the purpose of acknowledging all of the covenants, conditions and restrictions set forth herein and evidencing his agreement that Parcel 4 is and shall be subject to this Declaration as part of the SunPeak Center Property.

SUMMIT RANCH, J.V., a California general partnership

By: 
Its: General Partner

MAUKA-MEDI, L.C.

By: 
Eric D. Schifferli, President

00437658 Bk00909 Pg00021

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss

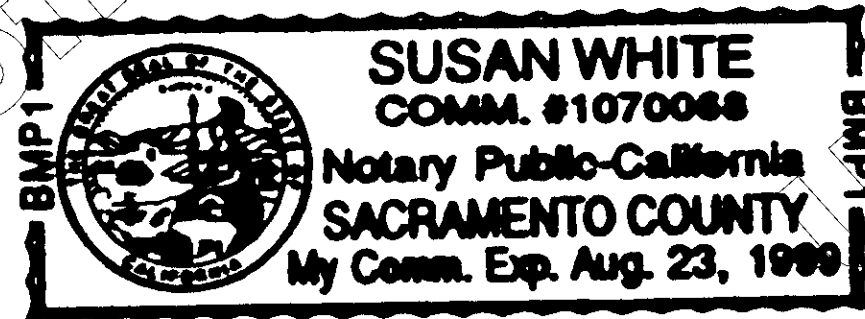
On 9-15-95, 1995, before me, the undersigned notary public,
personally appeared C. C. MYERS

() personally known to me, or
() proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that
by her signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Susan White



STATE OF Utah)
COUNTY OF Summit) ss

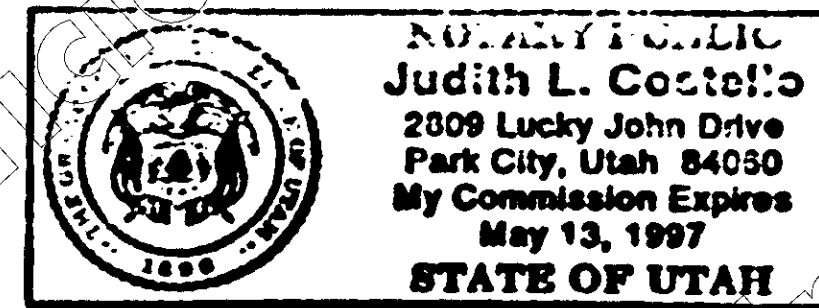
On September 19, 1995, before me, the undersigned notary public,
personally appeared ERIC D. SCHIFFERLI,

() personally known to me, or
() proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Judith L Costello



00437658 Bk00909 Pg00022

EXHIBIT LIST

A Legal Description of the Property

All of Lots 1,4,5, and 6, Sun Peak Drive Dedication and Parcel Subdivision Plat, Recorded November 22, 1994 as Entry No. 419725 of the Official Records in the Office of the Summit County Recorder.

00437658 Bx00909 Pg00023

CC&Rs/Center-7/Summit Ranch

26561/049