

WHEN RECORDED RETURN TO:

James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109
(p) (801) 485-1555
(f) (801) 493-0111

ENTRY NO. 00905263

08/20/2010 11:58:38 AM B: 2044 P: 1319

Declaration PAGE 1/24

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 201.00 BY U S TITLE OF UTAH



**AMENDMENT TO AMENDED CONDOMINIUM DECLARATION
FOR PARK WEST CONDOMINIUMS¹**

This Amendment to Amended Condominium Declaration for Park West Condominiums (“Amendment”) is made and executed by the Hidden Creek Homeowners Association, Inc., a Utah nonprofit corporation, of P.O. Box 980845, Park City, Utah 84060 (the “Association”).

RECITALS

A. A Condominium Declaration for Park West Condominiums was recorded as Entry No. 136575 in Book M90 at Page 843 of the Official Records of the County Recorder of Summit County, Utah (“Official Records”), which thereafter was amended and replaced by an Amended Condominium Declaration for Park West Condominiums, recorded on June 18, 1981 as Entry No. 180651 in Book M190 at Page 142 of the Official Records, which was amended pursuant to the Amendment to Declaration of Condominium for Park West Condominiums, recorded on October 19, 1994 as Entry No. 417267 in Book 844 at Page 462 of the Official Records (collectively, the “Declaration”). A Record of Survey Map was recorded concurrently with the Condominium Declaration for Park West Condominiums identified as Entry No. 136575 above (the “Condominium Plat”).

B. This document affects the real property located in Summit County, Utah, described with particularity on **Exhibit A**, attached hereto and incorporated herein by this reference.

C. On November 11, 1994, the Association entered into an Exchange Agreement with the Park West Land Co. (“PWL”), a copy of which is attached as **Exhibit B**.

D. Pursuant to the Exchange Agreement, on November 11, 1994, the Association entered into a Mutual Grant of Easements Agreement with PWL, recorded December 19, 1994 as Entry No. 421228 in Book 857 at Page 335 of the Official Records, a copy of which is attached as **Exhibit C**.

E. Pursuant to the Exchange Agreement, on November 11, 1994, the Association entered into an Open Space Agreement with PWL, recorded December 19, 1994 as Entry No.

¹ Now known as the “Hidden Creek Condominiums.”

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

421227 in Book 857 at Page 332 of the Official Records, a copy of which is attached as **Exhibit D**.

F. Pursuant to the Exchange Agreement, on November 11, 1994, Harold E. Babcock granted the Association a Restrictive Covenant, recorded December 19, 1994 as Entry No. 421225 in Book 857 at Page 329 of the Official Records, a copy of which is attached as **Exhibit E**.

G. Pursuant to the Exchange Agreement, on November 11, 1994, the Association executed and delivered to PWL a Warranty Deed, recorded December 19, 1994 as Entry No. 421226 in Book 857 at Page 331 of the Official Records, a copy of which is attached as **Exhibit F**.

H. Pursuant to the Exchange Agreement, on November 11, 1994, PWL executed and delivered to the Association a Warranty Deed, recorded December 19, 1994 as Entry No. 421224 in Book 857 at Page 328 of the Official Records, a copy of which is attached as **Exhibit G**.

I. The Association desires to amend the Condominium Plat and Declaration to reflect the Exchange Agreement and corresponding change of boundaries and property description.

J. All of the voting requirements of the Declaration have been satisfied.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment for and in behalf of all of the Unit Owners.

1. Article V, entitled, Description of Property, Section (a) entitled, Description of Land, is deleted in its entirety and the following language is substituted in lieu thereof:

a) Description of Land. The land is that tract or parcel located in Summit County, Utah and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"). The Land is hereby made subject to, and shall be governed by the Utah Condominium Ownership Act, U.C.A., Sections 57-8-1 et seq. (1963), as amended and supplemented; the covenants, conditions and restrictions set for herein; and the described easements and rights of way; together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property. ALL OF THE FOREGOING IS ALSO SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any

EXHIBIT A

LEGAL DESCRIPTION

The land described in the foregoing document is located in Summit County, Utah and is described more particularly as follows:

CLUSTER PORTION

A parcel lying within the Southwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows;

Beginning at a point South 89°59'29" East a distance of 43.68 feet and North 00°00'31" East a distance of 1970.97 feet from the Southwest corner of said Section 31 (Basis of Bearing being North 00°00'31" East from said Southwest corner to the West Quarter corner of said Section 31); thence leaving said Point Of Beginning North 69°24'00" East a distance of 60.00 feet; thence South 20°36'00" East a distance of 30.00 feet; thence North 69°24'00" East a distance of 60.00 feet; thence North 50°15'13" West a distance of 88.95 feet; thence North 40°00'00" East a distance of 168.00 feet; thence EAST a distance of 215.50 feet; thence NORTH a distance of 70.00 feet; thence North 45°00'00" East a distance of 98.99 feet; thence EAST a distance of 255.08 feet; thence SOUTH a distance of 153.12 feet; thence South 23°05'00" West a distance of 189.00 feet; thence South 21°09'30" East a distance of 85.86 feet to a point on the northerly right-of-way line of Canyons Resort Drive (Park West Drive), said point being on a 972.00 foot radius non-tangent curve to the left, center bears South 13°05'50" East; thence along said arc and said right-of-way, through a central angle of 28°24'10", a distance of 481.84 feet to a point on a 15.00 foot radius curve to the right; thence along said arc and leaving said right-of-way, through a central angle of 90°00'00", a distance of 23.56 feet; thence North 41°30'00" West a distance of 114.95 feet to a point on a 290.00 foot radius curve to the left; thence along said arc, through a central angle of 8°27'00", a distance of 42.77 feet to a point on a 15.27 foot radius non-tangent curve to the left, center bears North 40°03'00" East; thence along said arc, through a central angle of 84°33'00", a distance of 22.53 feet; thence North 45°30'00" East a distance of 51.85 feet; thence North 02°29'00" West a distance of 36.10 feet; thence South 69°24'00" West a distance of 60.00 feet; thence North 20°36'00" West a distance of 30.00 feet; thence South 69°24'00" West a distance of 60.00 feet; thence North 20°36'00" West a distance of 117.30 feet to said point of beginning.

Containing 256,913 square feet, 5.90 acres, more or less.

PT-1-A through PT-24-C
PT-25-A through PT-38-D

GEORGETOWN PORTION

A parcel lying within the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows;

Beginning at a point North 89°59'29" West a distance of 46.57 feet and North 00°00'31" East a distance of 1713.90 feet from the Southeast corner of said Section 36 (Basis of Bearing being North 00°00'31" East from said Southeast corner to the East Quarter corner of said Section 36); thence leaving said Point Of Beginning South 43°10'17" West a distance of 45.00 feet; thence South 12°30'55" West a distance of 124.72 feet; thence South 49°25'14" West a distance of 87.48 feet; thence South 14°18'58" East a distance of 17.39 feet; thence South 15°45'01" East a distance of 27.04 feet; thence South 18°22'45" East a distance of 69.41 feet to a point on the northerly right-of-way line of Canyons Resort Drive (Park West Drive), said point being on a 320.00 foot radius non-tangent curve to the right, center bears North 06°21'23" West; thence along said arc and said right-of-way, through a central angle of 18°21'23", a distance of 102.52 feet; thence continuing along said right-of-way North 78°03'30" West a distance of 155.47 feet; thence leaving said right-of-way North 40°00'00" West a distance of 225.30 feet; thence South 64°08'00" West a distance of 212.10 feet; thence South 20°28'28" East a distance of 125.00 feet; thence South 71°30'00" West a distance of 104.58 feet; thence North 37°14'50" West a distance of 224.88 feet; thence North 18°38'39" West a distance of 89.02 feet; thence North 50°00'00" East a distance of 278.50 feet; thence EAST a distance of 102.03 feet; thence North 50°00'00" East a distance of 247.14 feet; thence South 40°00'00" East a distance of 100.70 feet; thence North 49°59'52" East a distance of 93.97 feet; thence North 57°00'00" East a distance of 113.34 feet; thence South 40°00'00" East a distance of 24.37 feet; thence South 57°00'00" West a distance of 101.48 feet; thence South 46°49'43" East a distance of 320.13 feet; to said point of beginning.

Containing 307,247 square feet, 7.05 acres, more or less.

TOGETHER WITH:

An easement for purpose of ingress and egress over that certain property described as follows:

Beginning at a point on the Westerly right of way line of Utah Highway 224, said point located North 1959.01 feet and East 1411.57 feet from the Southwest corner of Section 31; T1S, R4E, Salt Lake Base and Meridian, and running thence 80°13'E 119.30 feet along said Westerly right of way to a point on a 1058.68 foot radius curve to the left; thence Southerly along the arc of said curve 12.35 feet to a point on a reverse curve to the left, the radius point of which bears S89°06'54"W 30.00 feet; thence Northwesterly along the arc of said reverse curve 46.66 feet to a point of tangency; thence West 457.95 feet to a point on a 900.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 651.88 feet to a

point of tangency; thence S48°38'W 321.19 feet to a point on a 392.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 366.02 feet to a point of tangency, thence N78°00'W 182.52 feet to a point on a 339.50 foot radius curve to the left; thence Westerly along the arc of said curve 201.46 feet to a point of reverse curvature; thence Westerly 125.87 feet along the arc of said 1260.00 foot radius curve to the right the long chord of which bears S70°51'42"W 125.83 feet; thence N32°00'W 62.46 feet to a point on a curve; thence Northeasterly 136.81 feet along the arc of said 1200.00 foot radius curve to the left the long chord of which bears N71°51'58"E 136.75 feet; thence Easterly 278.73 feet along the arc of a 469.70 foot radius curve to the right chord of which bears N85°00'E 274.65 feet; thence S78°00'E 143.27 feet to a point on a 320.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 298.79 feet to a point of tangency; thence N48°30'E 255.19 feet to a point on a 15.00 foot radius curve to the left; thence Northerly along the arc of said curve 23.56 feet to a point of tangency; thence N41°30'W 114.95 feet to a point on a 254.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 117.48 feet to a point of tangency; thence N68°00'W 76.72 feet to a point on a 416.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 203.29 feet to a point of tangency; thence N40°00'W 57.53 feet; thence N50°00'E 36.00 feet; thence S40°00'E 57.53 feet to a point on a 380.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 185.70 feet to a point of tangency, thence S68°00'E 76.72 feet to a point on a 290.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 134.13 feet to a point of tangency; thence S41°30'E 114.95 feet to a point on a 15.00 foot radius curve to the left; thence Easterly along the arc of said curve 23.56 feet to a point of reverse curvature on a 972.00 foot radius curve to the right; thence Easterly along the arc of said curve 704.02 feet to a point of tangency; thence East 457.38 feet to a point on a 30.00 foot radius curve to the left; thence Northerly along the arc of said curve 47.24 feet to the point of beginning.

**EXHIBIT B
EXCHANGE AGREEMENT**

EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the date and year set forth on the signature page hereof by and between THE PARK WEST CONDOMINIUM OWNERS' ASSOCIATION ("PWOA" herein), a Utah non-profit association, and PARK WEST LAND CO. ("PWL" herein), a Utah Limited Partnership.

RECITALS:

A. There is attached as Exhibit "A" hereto a form of Warranty Deed conveying the property described therein from PWOA to PWL.

B. There is attached as Exhibit "B" hereto a form of Warranty Deed conveying the property described therein from PWL to PWOA.

C. There is attached as Exhibit "C" hereto a form of "Open Space" Easement in favor of PWOA placing certain restrictions on the property described therein.

D. There is attached as Exhibit "D" hereto a form of Mutual Grant of Easements on the property described therein in favor of PWL and PWOA.

E. There is attached as Exhibit "E" hereto a form of Restrictive Covenant on the property described therein in favor of PWOA, which has been prepared for execution by Harold E. Babcock ("Babcock" herein).

AGREEMENT:

In consideration for the mutual promises set forth herein, the parties hereto do hereby agree as follows:

1. Within ten business days following execution hereof, PWL shall cause Exhibits "B," "C," and "D" to be duly executed on its behalf by its General Partner.
2. Within ten business days following execution hereof, PWL shall cause Exhibit "E" to be duly executed by Babcock.
3. Within ten business days following execution hereof, PWOA shall cause Exhibits "A," "D," and "E" to be duly executed on its behalf by its President and Secretary.
4. The parties hereto do hereby appoint Mountain View Title & Escrow Co. ("Escrow Holder" herein) as the escrow holder for the transactions contemplated hereby. Within five business days following execution of the aforementioned exhibits, fully executed copies of each shall be deposited with Escrow Holder. Escrow Holder is hereby instructed to record said exhibits simultaneously (in alphabetical order) as soon as it is able to issue its title insurance policies to each of the parties hereto insuring that the fee title to each of the properties mentioned in said exhibits will, upon the recordation thereof, vest as indicated therein free and clear of all exceptions to clear title except those set forth in the preliminary title report issued by Escrow Holder, a copy of which is attached hereto as Exhibit "F".
5. For purposes of the title insurance policies referred to in Section 4 hereof, the agreed fair market value of the properties and rights hereby transferred from PWL to PWOA and those transferred from PWOA to PWL shall each be in the amount of \$100,000. Each of the parties shall bear one-half of the escrow, recording and insurance fees.

6. PWOA shall execute a disclaimer in Civil No. 11148 in the Third Judicial District in and for Summit County, Utah, waiving any objection to the granting of the relief requested therein.

7. Upon execution and delivery of each of the foregoing exhibits, each party hereto does hereby release and forever discharge the other party from any and all claims, demands, damages, actions or causes of action of every name and nature which such party now has or may have against the other party arising from any act of such party occurring on or prior to the date of execution hereof. It is expressly understood and agreed by the parties hereto that this release shall be binding upon the heirs, successors and assigns of both parties and extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and each party hereby waives all rights under any statute of the State of Utah which limits or which might limit the generality of the foregoing.

8. The individuals who have executed this Agreement on behalf of the parties hereto do hereby personally and individually warrant and guaranty that they have been duly and legally authorized by the respective parties which they represent to execute this Agreement of behalf of such parties, and that this Agreement has therefore been legally executed by such parties and therefore represents an agreement and contract between such parties.

9. This agreement is expressly conditioned upon the approval of each party hereto of the respective preliminary title reports mentioned in Section 4 hereof. The Escrow Holder is directed to record the attached exhibits only when it has received such approvals from the parties.

DATED this 11 day of November, 1994.

PARK WEST CONDOMINIUM OWNERS' ASSOCIATION

PARK WEST LAND CO.

By 
President

By 
General Partner

EXHIBIT C
MUTUAL GRANT OF EASEMENTS AGREEMENT

Mail recorded document to PWL at:
150 N. Virginia, SLC, UT 84103

MUTUAL GRANT OF EASEMENTS

THIS AGREEMENT, effective as of the date of execution appearing on the signature page hereof, is made by and between THE PARK WEST CONDOMINIUM OWNERS' ASSOCIATION, a Utah non-profit association, referred to herein as "PWOA", and PARK WEST LAND CO., a Utah limited partnership referred to herein as "PWL".

RECITALS:

A. PWOA is composed of the owners of the condominium units comprising the Park West Condominium according to the plat thereof on file in the office of the Summit County Recorder, and is charged with the responsibility of administering the common area (the "Condominium" herein) of said condominium.

B. A portion of the Condominium (the "PWOA Parcel" herein) is and will be used by PWOA and its members primarily for access. The PWOA Parcel is defined as follows:

Commencing at a point which is North 1988.35 feet and West 194.81 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 57° 00' West 101.48 feet; thence South 46° 49' 43" East 320.13 feet; thence South 43° 17' 10" West 20.00 feet; thence North 46° 49' 43" West 350 feet, more or less, to a point on the Northwesterly boundary line of the Condominium (Georgetown Portion); thence North 57° 00' East along said boundary line 120 feet, more or less to a point on the Southwest boundary line of Summit Drive which point is North 2010.09 feet and West 206.52 feet from the Southeast corner of the aforesaid Section 36; thence South 40° 00' East 24.18 feet, more or less, along said line of Summit Drive to the point of commencement.

C. PWL is the owner of a parcel of land (the "PWL Parcel" herein) which is contiguous to the Park West Condominium and which is described as follows:

Commencing at a point which is North 1988.35 feet and West 194.81 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 57° 00' West 101.48 feet; thence South 46° 49' 43" East 320.13 feet; thence South 43° 17' 10" West 45.00 feet; thence South 12° 30' 55" West 124.72 feet; thence South 49° 23' 05" West 85.63 feet; thence South 14° 18' 58" East 17.39 feet; thence South 18° 22' 45" East 69.41 feet to a point on the North line of Park West Drive and on a 320.0 foot radius curve; thence Northeasterly along said North line and the arc of said curve 196.12 feet, more or less, to a point of tangency; thence continuing along said North line North 48° 30' 00" 255.190 feet; thence following the Westerly line of the intersection between Park West Drive and Summit Drive along the arc of a 15.00 foot radius curve to the left 23.562 feet through a central angle of 90° 00' (chord bears North 3° 30' East 21.213 feet); thence following the Southwest line of Summit Drive North 41° 30' West 114.95 feet; thence continuing on said Southwest line of Summit Drive along the arc of a 254 foot radius curve to the left 117.478 feet through a central angle of 26° 30' 00" (chord bears North 54° 45' 00" West 116.434 feet); thence continuing on said Southwest

00421228 860857 P60335-00337
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 DEC 19 09:59 AM FEE \$15.00 BY DMG
REQUEST: PARK WEST LAND COMPANY

line of Summit Drive North 68° 00' West 76.72 feet; thence continuing on said line of Summit Drive and following the arc of a 380° 00' radius curve to the right 185.70 feet through a central angle of 28° 00'; thence North 40° 00' West 24.18 feet to the point of commencement.

D. The transaction contemplated hereby and the execution of this Agreement by the officers of PWOA has been authorized by the written consents of the owners of 75% of the undivided ownership interest in PWOA as evidenced by forms on file in the principal office of PWOA.

E. It would be beneficial to each of the parties to have ingress and egress rights across the land of the other party.

AGREEMENT:

In consideration of the foregoing recitals and the mutual covenants, agreements and grants herein contained, the parties hereto do respectively agree and grant as follows:

1. PWOA does hereby convey, grant and warrant against any claiming by, through or under PWOA, to PWL and its successors and assigns as the owners from time to time of all or any part of the PWL Parcel, a perpetual non-exclusive easement and right of way over, across and under the PWOA Parcel for purposes of ingress, egress, and access by foot, or by vehicle, and for constructing, installing, improving, repairing, replacing and maintaining improvements to said parcel for such purposes. The aforesaid easement shall be appurtenant to and constitute a portion of the PWL Parcel and shall run with the PWL Parcel and shall inure to the benefit of all successors and assigns of the PWL Parcel. Said easement shall also be binding upon all successors and assigns of the PWOA Parcel.

2. PWL does hereby convey, grant and warrant against any claiming by, through or under PWL, to PWOA and its successors and assigns as the owners from time to time of all or any part of the Condominium, a perpetual non-exclusive easement and right of way over, across and under a portion of the PWL Parcel (the "Easement" herein as defined in Section 3 hereof) for purposes of ingress, egress, and access by foot, or by vehicle, and for constructing, installing, improving, repairing, replacing and maintaining improvements to said parcel for such purposes. The aforesaid easement shall be appurtenant to and constitute a portion of the Condominium and shall inure to the benefit of all successors and assigns of the Condominium. Said easement shall also be binding upon all successors and assigns of the PWL Parcel.

3. The Easement shall be not less than twelve feet in width and shall run from the Southerly portion of the PWOA Parcel to Summit Drive. The exact location of the Easement shall be designated by PWL and may be changed by PWL or its successors from time to time. Until PWL shall notify PWOA of an exact location, PWOA may use any portion of the PWL Parcel for ingress and egress between the PWOA Parcel and Summit Drive.

4. Neither party hereto shall have any obligation to maintain any improvements to either easement. Each party shall, however, be obligated to keep its property which is subject to the easement granted hereby free and clear of liens, encumbrances and obstructions of any nature which will interfere with the rights herein granted.

5. From and after the date this Agreement is recorded, neither of the parties nor their successors or assigns shall have any power, right or authority to grant any mortgage, trust deed or other lien or encumbrance which encumbers the easement, rights or interests of the other party hereto to the easement to which such party is entitled pursuant to this Agreement. All mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting any interest in the property subject to an easement hereunder shall hereafter be subordinate and junior in priority to this Agreement, and shall not be deemed or be interpreted to encumber the easements, rights or interests of the parties as set forth herein.

00421228 Bk00857 Ps00336

6. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah whether such remedy is pursued by filing suit or otherwise. All remedies herein specifically set forth are cumulative and shall be deemed to be in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants or conditions of this Agreement and by decree to compel specific performance of any of such terms, covenants or conditions, it being agreed that the remedy at law for any breach of such term, covenant or condition may not be adequate.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of this 11 day of November, 1994.

PARK WEST CONDOMINIUM OWNERS' ASSOCIATION,
on behalf of and as attorney in fact for all of the condominium
unit owners at the PARK WEST CONDOMINIUM,

PARK WEST LAND COMPANY

By Donna Van Buren
Donna Van Buren President

By J. E. Roberts
General Partner

ACKNOWLEDGMENTS

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 11 day of November, 1994, personally appeared before me Donna Van Buren, the signer of the foregoing instrument, who duly acknowledged to me that she is the president of the Park West Condominium Owners' Association, and that she executed the same on behalf of said association and its owners, and that she had authority on behalf of and as attorney in fact for all the unit owners at the Park West Condominium to do so.

NOTARY PUBLIC residing in Salt Lake County
Notary Public
JAMES R. BLAKESLEY
2102 East 3300 South
Salt Lake City, Utah 84109
My Commission Expires
April 15, 1997
State of Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 21st day of November, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared J. E. Roberts, signer of the attached instrument, who duly acknowledged to me that he is a general partner of Park West Land Co., the partnership that executed the within instrument, and that such partnership executed the same.

00421228 Bx00857 Pg00337

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
November 27, 1996
R. TODD PARKER
130 South Main
Salt Lake City, Utah 84101

R. Todd Parker
Notary Public residing in Salt Lake County

**EXHIBIT D
OPEN SPACE EASEMENT AGREEMENT**

Mail recorded document to Grantor
at: 150 N. Virginia, SLC, UT 84103

00421227

ALAN SPRINGS, SUMMIT COUNTY RECORDER
1994 DEC 19 09:57 AM FEE \$19.00 BY DNG
REQUEST: PARK WEST LAND COMPANY

"OPEN SPACE" EASEMENT

THIS "OPEN SPACE" EASEMENT is made this 21st day of November, 1994, by Park West Land Co. ("Grantor"), a Utah Limited Partnership, in favor of the Park West Condominium Owners' Association ("Grantee" herein), a Utah non-profit association.

RECITALS:

A. Grantor is the owner of certain real estate (the "Burdened Parcels" herein) located in Summit County, Utah, described more particularly as follows:

Parcel "A": Commencing at an angle point in the western boundary line of the Park West Condominium (Cluster Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement also being identified as North 2041.97 feet and East 98.47 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence along said Westerly condominium boundary line South 58° 17' East 89.83 feet; thence South 69° 24' West; thence 20° 36' West 30.00 feet; thence South 68° 26' West 60.00 feet; thence 37° 26' 52" East 89.47 feet to the point of commencement.

Parcel "B": Commencing at an angle point in the Westerly boundary line of the Park West Condominium (Cluster Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement being North 2041.97 feet, East 98.47 feet and South 37° 26' 52" West 89.47 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian, said point also being identified as North 1970.95 feet and East 43.99 feet from the Southwest corner of said Section 31; and running thence along said Westerly condominium boundary line South 20° 36' East 30.00 feet; thence North 69° 24' East 60.00 feet; thence South 02° 29' East 36.10 feet; thence South 45° 30' West 52.09 feet; thence Westerly 22.15 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 84° 35' 51" (chord bears South 87° 47' 56" West 28.19 feet) to a point on the Easement Line of Summit Drive; thence Northwesterly 91.60 feet along said street line and the arc of a 298.00 foot radius curve to the left through a central angle of 18° 05' 51" (chord bears North 58° 57' 06" West 91.22 feet); thence along said street line North 68° 00' West 73.72 feet; thence North 22° 00' East 101.76 feet to the point of commencement.

Parcel "C": Commencing at a point which is North 1428.62 feet and West 389.17 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, and running thence North 40° 00' West 228.35 feet; thence South 64° 05' West 212.19 feet; thence South 28° 28' 28" East 125.88 feet; thence easterly along the North line of Park West Drive which is also along the arc of a 469.70 foot radius curve to the right 278.726 feet through a central angle of 34° 00' (chord bears North 85° 00' 00" East 274.654 feet) to the point of commencement.

Parcel "D": Commencing at an angle point in the western boundary line of the Park West Condominium (Cluster Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement also being identified as North 2041.97 feet, East 98.47 feet and North 40° 00' East 168.00 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence East 215.50 feet; thence North 70 feet; thence South 45° 00' West 77.76 feet, more or less, to a point which is North 15 feet from the existing boundary of the Park West Condominium (Cluster Portion); thence West 148 feet, more or less, to a point which is North 40° 00' East of the point of commencement; thence South 40° 00' West 19 feet, more or less to the point of commencement.

Parcel "E": Commencing at a point due West 60.08 feet from the Northeastern corner of the Park West Condominium (Cluster Portion) according to the plat thereof on file in the office of the Summit County Recorder; and running thence North 10.00 feet; thence West 185.00 feet; thence South 45° 00' West 14.142 feet to a point on the Northern boundary of the aforesaid condominium; thence East 175 feet, more or less, to the point of commencement.

Parcel "F": Commencing at an angle point on the northern boundary of the Park West Condominium (Georgetown Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement also being identified as North 1988.35 feet and West 194.81 feet from the Southwest corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 57° 00' West 113.34 feet along the Northern boundary of said Condominium; thence South 50° 00' West 94.00 feet along said boundary; thence North 40° 00' West along said boundary 100.70 feet to the true point of commencement; thence continuing North 40° 00' West 66.00 feet; thence South 50° 00' West

335 feet, more or less, to a point on the aforesaid boundary; thence East along said boundary 102 feet, more or less, to an angle point on said boundary; thence North 30° 00' East along said boundary 247.14 feet to the true point of commencement.

B. Grantor wishes to maintain the Parcels as perpetual "open spaces" for the benefit of Grantee, Grantor, and other owners of surrounding property.

GRANT:

NOW THEREFORE, in consideration of the covenants contained herein and other valuable consideration, Grantor makes the following grants, agreements, covenants and restrictions:

1. **Easement.** Grantor hereby Grants to Grantee a perpetual non-exclusive easement to use the Burdened Parcel as "open space" (as that term is defined in Section 2 hereof) for the benefit of Grantee, its successors and assigns as the owners from time to time of all or any part of the Park West Condominium (the "Benefitted Parcel") according to the official plat thereof on file with the office of the Summit County Recorder which will be benefited by the easement herein granted (which persons or entities are sometimes collectively called the "Owners").

2. **Definition of "Open Space."** In the event that Summit County shall adopt an ordinance which contains a definition of the term "open space" and which makes such definition applicable to the Burdened Parcel, that definition shall be incorporated into this easement by reference. In the absence of such a definition, the term "open space" shall mean land on which improvements and activities shall be permitted and prohibited as designated in subsections 2.1 and 2.2, respectively.

2.1. **Permitted.** The following improvements and activities shall be permitted: landscaping, ponds, swimming pools, hot tubs, pedestrian, bicycle, skate board and roller skate paths (whether paved or not), and outdoor recreational facilities including but not limited to tennis, badminton, volleyball, soccer, rugby, baseball, softball, archery, fishing, barbecuing, and picnicking.

2.2. **Prohibited.** The following improvements and activities shall be prohibited: temporary or permanent buildings or building-type structures of any kind, impermanent structures other than those used only for activities permitted by Subsection 2.1 hereof, operation, parking or storage of motorized vehicles of any kind except those used for landscaping maintenance, machinery which is affixed to the property and which can be seen or heard from adjacent property, noxious or offensive activities of any kind, any activity which is or which may become a nuisance, allowing any animal other than a wild animal to be present on the Parcel, and dumping or storage of refuse, garbage or other waste.

3. **Unimpeded Access.** Grantee agrees that neither it nor the Owners will do anything to prohibit or discourage free and uninterrupted pedestrian travel throughout the Burdened Parcel.

4. **Easements Appurtenant.** Each and all of the easements and rights granted or created herein are appurtenances to the Benefitted Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Benefitted Parcel. The Benefitted Parcel shall constitute the dominant estate, and the Burdened Parcel shall constitute the servient estate. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement create equitable servitudes upon, and constitute covenants running with, the land. The easements shall bind every person or entity having any fee, leasehold or other interest in any portion of the Burdened Parcel at any time or from time to time.

5. **Transfer of Title.** The acceptance of any transfer or conveyance of title from any of the Owners or their respective heirs, representatives, successors or assigns of all or any part of their interest in the Burdened Parcel, or any part thereof, shall be deemed to constitute the agreement of the prospective grantee to agree not to use, occupy or allow any lessee or occupant to use or occupy the Parcel, or any part thereof, in any manner which would constitute a violation or breach of any of the easements and covenants contained herein.

6. **Duration.** The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

7. **Amendment.** This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated or amended only by the recording of the appropriate document in the Office of the County Recorder of Summit County, Utah, which document must be executed by Grantee and all of the Owners as of the date of such document.

00421227 8:0857 P00333

8. **Indemnification.** By acceptance of this easement, Grantee agrees to indemnify and hold harmless Grantor (and its successors and assigns which may hold legal title to the Burdened Parcel) from and against all liabilities, claims, judgments, attorneys' fees, etc., which may arise solely by virtue of their ownership of legal title to the Parcel.

9. **Attorney's Fees.** In the event any action is instituted by a party to enforce any of the provisions contained herein, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and expenses.

10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements or understandings with regard to the subject matter hereof are canceled in their entirety and are of no force and effect.

11. **Captions.** The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

12. **Waiver.** The waiver by any party to this agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.

13. **No Partnership.** Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the parties hereto.

DATED as of the day and year first above written.

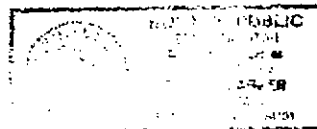
PARK WEST LAND CO.

By J. E. Roberts
General Partner

STATE OF UTAH
COUNTY OF SALT LAKE)

On this 21st day of November, 1994, personally appeared before me I. E. Roberts, the signer of the foregoing instrument, who duly acknowledged to me that he is a General Partner of Park West Land Co. and that he executed the same on behalf of said partnership, and that he had authority on behalf of said partnership to do so.

R. David Darden
NOTARY PUBLIC residing in Salt Lake County



0042 1227 Bx00857 Pe00334

EXHIBIT E
RESTRICTIVE COVENANT

Mail recorded document to Commissioner
at 2272 N. 1060 East, Lehi, Utah 84043

13

RESTRICTIVE COVENANT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HAROLD E. BABCOCK ("Covenantor" herein) hereby enters into this RESTRICTIVE COVENANT in favor of the PARK WEST CONDOMINIUM OWNERS' ASSOCIATION ("Covenantee"), a Utah non-profit association, on the terms and conditions set forth herein.

RECITALS:

A. Covenantor is the owner of two parcels of land (the "Burdened Parcels") located in Summit County, Utah, and in Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, which are more particularly described as follows:

Parcel G: Commencing at the Southeastern corner of the Park West Condominium (Cluster Portion) according to the plat thereof on file in the office of the Summit County Recorder, and which is on the North line of Park West Drive, and running thence North 78° 09' 30" East 20 feet; thence North 78° 09' 30" West 105 feet, more or less, to a point on the Eastern boundary line of said condominium; thence along said Eastern boundary line South 23° 05' West 77 feet, more or less, to an angle point in said Eastern boundary line; thence South 21° 09' 30" East 85.86 feet to the point of commencement.

Parcel H: Commencing at the Northeastern corner of the Park West Condominium (Cluster Portion) according to the plat thereof on file in the office of the Summit County Recorder; and running thence East 10.00 feet; thence South 100.00 feet; thence South 60° 00' West 30 feet, more or less to a point on the Eastern boundary line of the aforesaid condominium; thence along said condominium boundary line North 23° 05' East 45 feet, more or less, to an angle point in said condominium boundary line; thence North 153.12 feet to the point of commencement.

B. Covenantee is the duly constituted organization representing all of the owners of condominium units in the aforesaid Condominium (the "Benefited Land") and is acting on behalf of all of said owners.

C. In order to provide open space adjacent to the Benefited Land, Covenantor is willing to make the covenants set forth herein.

00421225 8:0857 P#0329-05330

COVENANT:

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 DEC 19 09:53 AM FEE \$13.00 BY DMG
REQUEST: PARK WEST LAND COMPANY

1. Covenantor hereby covenants for himself and for all his successors and assigns that no buildings of any kind will ever be constructed on the Burdened Parcels without the prior written consent of Covenantee.

2. The aforesaid covenant shall run with the land and shall perpetually be a burden on the Burdened Parcels and a benefit to the Benefited Land.

3. By acceptance of this Covenant, Covenantee agrees, for its members and their successors and assigns that it accepts this Covenant as full satisfaction of any and all obligations Covenantor may have

had to Covenantee and all owners of any portion of the Park West Condominium regarding the Burdened Parcels and the balance of Covenantor's adjacent property, and further agrees for itself and all of the abovesaid parties that they recognize that Covenantor or his successor and assigns shall be permitted to build on the balance of his property provided that all structures built on said property shall conform with all applicable laws and ordinances and particularly with the Sayderville Basin Development Code.

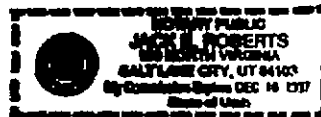
DATED this 11 day of November, 199 4

Harold E. Babcock
Harold E. Babcock

Accepted as of the above date:
Park West Condominium Owners' Association

By Dus
President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.



On the 14th day of December, 199 4, personally appeared before me Harold E. Babcock, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Jack E. Roberts
NOTARY PUBLIC residing in Salt Lake County

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

00421225 BK00857 P#00330

On this 11 day of November, 199 4, personally appeared before me Donna V. Huxer, the signer of the foregoing instrument, who duly acknowledged to me that she is the 1st vice-president of the Park West Condominium Owners' Association, and that she executed the same on behalf of said association, and that she had authority on behalf of said association to do so.

Donna V. Huxer
NOTARY PUBLIC
JAMES R. BLANKLEY
2102 East 8800 South
Salt Lake City, Utah 84120
My Commission Expires
April 16, 1997
State of Utah

EXHIBIT F
WARRANTY DEED (Special/PWL)

Mail To 150 N. Virginia
SLC, UT 84103

WARRANTY DEED
(Special)

THE PARK WEST CONDOMINIUM OWNERS' ASSOCIATION as attorney in fact for the unit owners of the Park West Condominium ("Grantor" herein), a Utah non-profit association with its principal office at Park West, Summit County, Utah, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to PARK WEST LAND CO. ("Grantee" herein), a Utah Limited Partnership, with its principal office in Salt Lake City, Salt Lake County, Utah, the following described tracts of land in Summit County, Utah:

Parcel C: Commencing at a point on the Easterly boundary line of the Park West Condominium (Georgetown Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement being North 1988.35 feet and West 194.81 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence along said Easterly condominium boundary line South 40° 00' East 133.14 feet; thence South 50° 00' West 83.30 feet to a point 45.00 feet perpendicularly distant Northeastly from the Easterly edge of a railroad to the retaining wall; thence parallel with said retaining wall North 46° 49' 43" West 146.55 feet; thence North 57° 00' East 101.48 feet to the point of commencement.

Parcel E: Commencing at a point in the Easterly boundary line of the Park West Condominium (Georgetown Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement being North 1558.39 feet and West 105.54 feet from the Southwest corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence along said Easterly condominium boundary line South 7° 31' West 164.63 feet to a point on the Northerly line of Park West Drive; thence Westerly 10.02 feet along said street line and the arc of a 320.00 foot radius curve to the right through a central angle of 1° 47' 39" (chord bears South 82° 43' 07" West 10.02 feet); thence North 18° 22' 45" West 69.41 feet; thence North 15° 45' 01" West 27.04 feet; thence North 14° 18' 58" West 17.39 feet; thence parallel to the Southeastly side of Building 23 of the aforesaid Condominium North 49° 23' 05" East 85.63 feet to the point of commencement.

Parcel J: Commencing at an angle point in the western boundary line of the Park West Condominium (Cluster Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of commencement also being identified as North 2041.97 feet, East 98.47 feet and North 40° 00' 168.00 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence East along said boundary line 215.50 feet; thence North 70 feet along said boundary line to the true point of beginning; thence North along said boundary line 70 feet; thence East along said boundary line 70 feet; thence South 45° 00' West 99 feet, more or less, to the true point of beginning.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto affixed by its duly authorized president and secretary this 11 day of November, 1994.

PARK WEST CONDOMINIUM OWNERS' ASSOCIATION, on behalf of, and as attorney in fact for, all of the condominium unit owners at the PARK WEST CONDOMINIUMS

By Donna Van Buren
President, Donna Van Buren

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

00421226 Bx00857 Po00331-00331

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 DEC 19 09:57 AM FEE \$12.00 BY DMG
REQUEST: PARK WEST LAND COMPANY

On this 11 day of Nov., 1994, personally appeared before me Donna Van Buren, the signer of the foregoing instrument, who duly acknowledged to me that she is the president of the Park West Condominium Owners' Association, and that she executed the same on behalf of said association, and that she had authority on behalf of said association to do so.

NOTARY PUBLIC
JAMES R. BRACKLEY
2102 East 3300 South
Salt Lake City, Utah 84100
My Commission Expires
12/31/95

EXHIBIT G
WARRANTY DEED (Special/HOA)

... deed to Grantee c/o
... 2082 E. 3300 S. SLC, UT 84189

WARRANTY DEED
(Special)

PARK WEST LAND CO. ("Grantor" herein), a Utah Limited Partnership, herein with its principal office in Salt Lake City, Salt Lake County, Utah, for good and valuable consideration the receipt and sufficiency of which is acknowledged, hereby **CONVEYS AND WARRANTS** against all claiming by, through or under it to all of the unit owners of the **PARK WEST CONDOMINIUMS** according to their undivided percentage of ownership interest in the common areas, the following described tract of land in Summit County, Utah:

Parcel D: Commencing at an angle point on the Easterly boundary line of the Park West Condominium (Georgetown Portion) according to the official plat thereof on file with the office of the Summit County Recorder, said point of Commencement being shown on said plat to be North 1538.39 feet and West 1025.54 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence along said Easterly condominium boundary line North 7° 31' East 1.92 feet; thence West 4° 50' West 163.00; thence North 54° 51' W 123.18 feet; thence North 50° 00' East 60.97 feet to a point which is 45.00 feet perpendicularly distant Northeastly from the Easterly edge of a railroad tie retaining wall; thence parallel with said retaining wall South 46° 49' 43" East 173.58 feet; thence South 43° 18' 17" West 45.00 to the end of said retaining wall; thence South 12° 30' 55" West 124.72 feet to a sprinkler fixture; thence South 49° 23' 05" 1.69 feet to the point of commencement.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto affixed by its duly authorized general partner this 21st day of November, 1994.

PARK WEST LAND CO.

By J. E. Roberts
J. E. Roberts, General Partner

00421224 Bc00857 Pw00328-00328
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 DEC 19 09:55 AM FEE \$10.00 BY DWG
REQUEST: PARK WEST LAND COMPANY

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 21st day of November, 1994, personally appeared before me J. E. Roberts, the signer of the foregoing instrument, who duly acknowledged to me that he is the general partner of Park West Land Co., and that he executed the same on behalf of said partnership, and that he had authority on behalf of said partnership to do so.

R. Todd Parker
NOTARY PUBLIC, Summit County
STATE OF UTAH
My Commission Expires
10/31/95
R. TODD PARKER
NOTARY PUBLIC
SALT LAKE CITY, UTAH 84101