

15. Trustees of the Association shall be elected each year on a calendar year basis to serve for the next succeeding calendar year. Prior to December 1st of each year, a membership meeting shall be held for the purpose of electing four of the five trustees for the next calendar year. Said trustees shall be elected on the basis of cumulative voting of one vote per trustee for each membership owned. Voting may be by proxy. Owner shall designate the fifth trustee of Association. In the event owner fails to so designate, then said trustee may be designated by the trustee named by owner for the preceding year. In the event said person also fails to designate such trustee, then said fifth trustee shall also be elected by the membership. Owners right to designate such trustee shall pass to its lawful assigns or successor organization upon its dissolution.

16. The Trustees shall select from among their number a chairman, treasurer, and a secretary who shall perform such functions as shall be designated from time to time by the Trustees. In all events, the secretary shall keep a record of all memberships, and shall send a notice to all members, notifying them of the annual meeting, which notice shall be sent to the members at their last known address at least fifteen (15) days prior to said annual meeting. The treasurer shall collect all membership dues, shall account for all funds of the Association, and shall make the disbursement of all of said funds.

17. The Association may retain an employee who will devote such time to the Association affairs as deemed necessary by the Trustees, which person will have to be knowledgeable about the Evergreen Park area, but need not be a member of the Board of Trustees of the Association.

18. The Association has permission to use owners sales office and lot upon which the Association office shall be located until further facilities are purchased or leased by the Trustees. In order that the members may immediately begin enjoying the recreational facilities to be furnished by the Association, the Association has been granted the use of a corral which the Association shall be entitled to use without charge until June 30, 1967.

19. Trustees shall have the power to purchase and/or lease additional real estate; to construct recreational facilities; to purchase recreational equipment, including horses; to expend money for maintaining the roads and other facilities owned and/or operated by the Association for the benefit of all members; to provide informational services for members and prospective owners of the property, and to provide such additional services to the members as they in their sole discretion may determine to be advisable.

20. The membership dues for each calendar year shall be due and payable and shall be paid to the treasurer of Association on or before the 1st day of January of each year. If the membership fee as to any parcel shall not be fully paid on said date, the amount thereof together with interest at the maximum rate permitted by law from such date on the unpaid amount, and costs of collection shall become and be a lien and enforceable by the Association against all the real property owned by the member within the parcel at that time. For all unpaid membership dues, the Association may, within sixty (60) days after the due date, file in the office of the County Recorder, of Weber County, State of Utah, a claim of lien describing the parcel to which said lien is attached. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as liens are foreclosed in the foreclosure of mechanic's liens. A lien against such parcel in the amount herein provided shall arise upon the filing of such claim of lien. If no such claim of lien shall have been filed within the time above specified, or if the claim of lien shall have been filed within the time specified, but no action to enforce such lien shall have been commenced within six (6) months after such recording, then the Association's claim and/or any lien shall be null and void.

21. The membership dues for each year on each parcel shall be prior and superior to any and all liens or encumbrances upon or against such parcel except for

- (a) liens for taxes and assessments levied or assessed by public authorities levied on such real property, and
(b) the lien of any unpaid mortgage or deed or trust of record upon which such parcel at the time such claim of lien hereunder is filed, and given in good faith and for value shall be prior to the membership fee lien.

22. Any person purchasing any parcel of the property under an agreement of sale and purchase of real estate or a land purchase contract shall be deemed the owner of said parcel for the purposes of this agreement and shall be the member of Association in regard to said parcel.

23. This Declaration, and each and every part hereof, is and shall be construed as a covenant running with the land. All conveyances and contracts of sale of all or any part of the property hereinafter executed by any of the owners are hereby made subject to the condition and covenant that the grantee or vendee therein by the acceptance of such conveyance or contract of sale covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Association shall have the right, power and authority to do and/or perform and/or enforce any and all of the functions provided for in this Declaration.

24. Notwithstanding anything above to the contrary, this Declaration of Establishment of Conditions, Covenants and Reservations Affecting Real Property may be revoked and terminated by a vote of not less than 75% of the members of the Association voting at a duly called meeting for which all members have been given not less than fifteen (15) days' written notice.

ENFORCEMENT

25. If the owner of any such lots or parts thereof, or the heirs, successors or assigns of any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the said subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant and either prevent him from so doing or recover damages for such violation.

SEVERABILITY

26. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BREACH OF RESTRICTIONS

27. The breach of the foregoing conditions and restrictions or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of trust on said premises made in good faith, but in the case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

All of the covenants, restrictions, limitations and conditions hereinbefore set forth, all and singular, shall run with the land and shall be considered as embodied in all deed, conveyances, encumbrances and written instruments, hereafter made or executed by said owners or their heirs, successors and assigns and shall have the same force and effect as if embodied therein and made a part thereof.

DATED this 14th day of January, 1964

Form EP C-C-R No. 1

EVERGREEN PARK INVESTMENTS, a Co-Partnership

SECURITY TITLE COMPANY, a Utah Corporation, TRUSTEE

[Signature of Trustee]

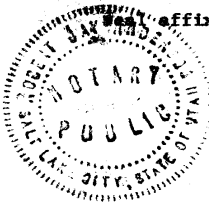
John W. Cunningham

[Signature of John W. Cunningham]

William F. Lindsey

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 14th day of January, A. D., 1964, personally appeared before me
ROBERT C. McAULIFFE who being by me duly sworn did say that he,
the said *ROBERT C. McAULIFFE* is the *VICE-PRESIDENT*
of SECURITY TITLE COMPANY, a Utah Corporation, and that the within and fore-
going instrument was signed in behalf of said Corporation by authority of a
resolution of its Board of Directors, and said *ROBERT C. McAULIFFE*
duly acknowledged to me that said Corporation executed the same and that the
affixed is the seal of said Corporation.



Robert C. McAuliffe
Notary Public
Residing at Salt Lake City, Utah
My Commission expires: *MARCH 9 1966*

STATE OF UTAH)
) ss
COUNTY OF WEBER)

On the 14th day of January, A.D. 1964 personally appeared before
me JOHN W. CUNNINGHAM and WILLIAM F. LINDSEY who being by me duly sworn
did say that they are the general partners of the firm of EVERGREEN PARK
INVESTMENTS, a co-partnership and that the foregoing instrument was signed
in behalf of said co-partnership by authority of the Articles of said
co-partnership and said JOHN W. CUNNINGHAM and WILLIAM F. LINDSEY acknowledged
to me that said co-partnership executed the same.

John W. Cunningham
Notary Public

My Commission Expires: 11/28/66 Residing at: Ogden, Utah

