

DECLARATION OF  
PROTECTIVE COVENANTS FOR  
BLOCK 65 PARK CITY SURVEY

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by the undersigned.

I. PURPOSE OF COVENANTS.

1.1 It is the intention of the undersigned, expressed by its execution of this instrument, that the property within Block 65 Park City Survey be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Block 65 Park City Survey shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. The undersigned hereby declares that the Property and every part thereof is held, and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors

INDEXED: \_\_\_\_\_  
GRANTOR: \_\_\_\_\_  
GRANTEE: \_\_\_\_\_  
RELEASED: \_\_\_\_\_  
ABSTRACTED: \_\_\_\_\_  
STAMPED: \_\_\_\_\_

Entry No. <b>154415</b>	Book <b>M.130</b>
RECORDED <b>3-28-79</b> at <b>12:00 M</b>	Page <b>199-214</b>
REQUEST of <b>WESTERN STATES TITLE</b>	
FEE \$ <b>19.00</b>	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
INDEXED _____	ASSTRACT _____

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*Amendment to Declaration  
# 228382 Bk. 324 P. 120*

and assigns, and to all parties hereafter owning any interest in the Property.

## II. DEFINITIONS.

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

2.2 Building: "Building" means any building constructed on the property.

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

2.4 Subdivision: "Subdivision" shall mean Block 65 Park City Survey as recorded in the records of Summit County.

## III. DEER VALLEY HISTORICAL ANNEX HOMEOWNERS ASSOCIATION.

3.1 General Purposes and Powers: Deer Valley Historical Annex Association is to further the common interest of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit making activity.

3.2 Membership in Deer Valley Historical Annex Block 65 Homeowners Association: All persons who own any of the lands in the Subdivision (other than lands dedicated as public roads), by whatever means acquired, shall automatically become Members of the Association, in accordance with the Articles of Incorporation

and By-Laws of said Association as presently in effect and as the same may be duly amended from time to time and also filed or recorded in the Summit County records.

#### IV. ARCHITECTURAL COMMITTEE

4.1 Architectural Committee: The Architectural Committee shall consist of three members. The Committee shall consist of two members selected by the Declarant with the one remaining membership being selected by the Deer Valley Historical Annex Homeowners Association. At such time as 90% of the lots are sold or in 5 years, whichever comes first, Declarant's memberships shall pass to the Homeowners Association. Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.

4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the completed plans and specifications therefore are approved by the Architectural Committee prior to the commencement of such work. A fee of \$50 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements costing less than \$500 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50 shall not be required. The Architectural

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Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography, finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 45 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any plans, the person submitting such plans may appeal the matter at the next annual or special meeting of the Members of the Association, where an affirmative vote of at least two-thirds of the membership shall be required to change the decision of the Architectural Committee.

4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within

the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation.

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

4.6 Plans: The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4.7 Architectural Committee Not Liable.: The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to the Association or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing

shall be deemed to have agreed and covenanted that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

4.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

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

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in the Paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or his

duly authorized agent from renting or leasing said owner's residential Building for residential uses from time to time, subject to all of the provisions of this Declaration.

5.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

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

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

5.7 Service Yards: All equipment, service yards or storage piles on any Lot in the Property shall be kept screened by approved planting or fencing so as to conceal

them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

5.8 Maintenance of Property: All Property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

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

5.10 No Unsightliness: No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than auotmobiles, objects and conditions shall be enclosed within an approved Building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, tractors, truck cmapers or trucks orther than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property; (d) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed



structure or appropriately screened from view.

5.11 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare.

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

#### VI. RESTRICTIONS ON LOTS.

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

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

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6.2 Dwelling House to be Constructed: All construction and alteration work shall be prosecuted diligently, and each Building, structure, or improvements which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

6.3 Towers and Antennae: No Towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any lot.

6.4 Used or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer, mobile home, camper or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy by the City of Park City. This is not to exclude moving in historical houses.

6.5 Fences: It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "Perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a building or structure. All perimeter fencing shall be of a type specified by the Architectural Committee. No fence shall be allowed to be constructed or remain across a stream on the Property. Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.

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

VII. ARCHITECTURAL RESTRICTIONS AND EXAMPLES OF WHAT IS ENCOURAGED.

7.1 Suggested examples for building: Style of architecture to fit with Park City newly built.

Suggested: -Steve Morgan's house (new)  
-Peter Henderson; 156 Daly  
-Mine Camp's

7.2 Old house that shows good taste: The Herley House, 755 Norfolk Ave; John Price's restoration, 325 Park Ave.; Kearns Mansion, Lot 2, Holiday Ranch; Calico Cottage, 627 Woodside Ave.

7.3 Many Characteristics of Victoria Architecture:

- a. over hanging eave
- b. spindals and turn posts on porches
- c. wood stairs
- d. bay windows
- e. dormers
- f. multi bule gables
- g. casement vertical windows, wood look
- h. steep pitched roof
- i. stained glass
- j. see Steve Morgan for more suggestions

7.4 Example of things that will be prohibited: Architecture will conform to traditional Park City architecture which include the suggested buildings listed. Restrictions specifically include: (a) no aluminum looking windows, all windows must look like wood windows; (b) no concrete exterior walls; (c) no log houses; (d) no Spanish architecture; (e) no asphalt windows; (f) no cedar shake siding; (g) avoid pile on or sonna tube construction; (h) no swiss look.

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VII. ENFORCEMENT.

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

8.2 Protection of Encumbrancer: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time or recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental or Amended Declaration except only that non-continuing

violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

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

#### IX. GENERAL PROVISIONS.

9.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2026, A.D., provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of tne years unless, at least one

year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

9.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

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

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

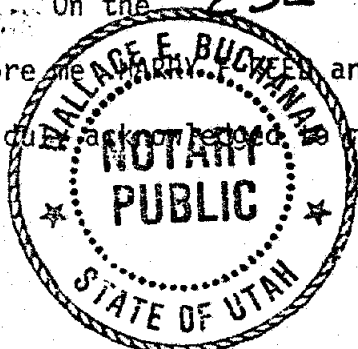
9.5 No Waiver: Failure to enforce any provision, restriction, covenant, or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

I acknowledge that I have read and will abide by the regulations provisions outlined in this document.

<i>Harry A. Reed</i>	9/25/78
<i>Stephen M. Schirf</i>	9/25/78
<i>David Constable</i>	9-26-78
<i>Pamela C. Constable</i>	
<i>David A. Tomph</i>	9/26/78
<i>Ally</i>	9/25/78
<i>Carol Morgan</i>	10/7/78
<i>Jay C. Linn</i>	10/24/78
<i>James F. Freeman</i>	11/8/78
<i>Christie Freeman</i>	11/8/78
<i>Sydney D. Reed</i>	12/20/78
<i>Mary A. McKinley</i>	1/2/79
<i>John A. [unclear]</i>	1/9/79
<i>Rae Redding</i>	1/11/79
<i>Carl M. Redlin</i>	1/16/79
<i>Todd R. Wagner</i>	3/9/79
<i>Jan V. T. Williams</i>	3/10/79
<i>John K. [unclear]</i>	3/14/79

STATE OF UTAH }  
COUNTY OF SUMMIT } ss.

On the 25<sup>th</sup> day of Sept, A.D. 1978 personally appeared before me WALLACE E. BUCKENAN and STEPHEN M SCHIRF, the signers of the within instrument, who due to my knowledge of me that they executed the same.



*Wallace E. Buckenan*  
Notary Public

My commission expires July 13, 1981

Residing in Park City

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EXHIBIT A  
TO DECLARATION OF PROTECTIVE COVENANTS  
FOR DEER VALLEY HISTORICAL ANNEX

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

Block 65 Park City Survey  
Contains 33 Park City Lots

Also known as Block No. 65 according to  
the official plat thereof. Said sub-  
division was recorded in Summit County, Utah.