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Recorded by Request of SECURITY TITLE COMPANY Fee Paid KATIE L. DIXON Recorder Salt Lake County Utah By Cheryl Warrington Not

DECLARATION OF RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS are made by Prowswood, Inc., a Utah corporation (hereinafter "Prowswood") on the 4th day of October, 1977.

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R E C I T A L S:

A. Prowswood is the owner of the following described real property situate in the County of Salt Lake, State of Utah, to-wit:

Begin at a point West 646.72 feet and South 225.40 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian (basis for bearing is monument line of 5600 South Street) and running thence South 60.00 feet, thence East 98.90 feet, thence North 60.00 feet, thence West 98.90 feet to the point of beginning. Contains 0.12 acre.

(hereinafter the "Property").

B. Prowswood is the developer of a condominium project known as Springtree Condominium Project (hereinafter "Springtree") which is, or will be, on the following described real property in Salt Lake County, State of Utah, to-wit:

Begin at a point on the Easterly line of Willows Condominium and the North line of 5600 South Street said point being South 1229.32 feet and West 880.31 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being North 87°57'40" West 23.84 feet and North 1°00' East 33.005 feet from a Salt Lake County Monument in the centerline of said 5600 South Street and running thence along said Easterly line of said Willows Condominium North 1°00' East 420.50 feet, thence North 6°41'30" East 108.62 feet, thence North 71°01'10" West 3.32 feet, thence North 11°30' West 55.01 feet, thence North 80°00'35" East 305.76 feet, thence North 0°12'25" West 111.15 feet, thence North 37°04'35" West 135.30 feet to a fence line, thence North 80°22'36" East

BOOK 4581 PAGE 214

9.65 feet, thence North 86.79 feet, thence East 98.90 feet, thence North 60.00 feet, thence East 28.00 feet, thence North 1°03'40" West 123.50 feet, thence East 153.33 feet to a point South 102.00 feet and West 367.82 feet from said Northeast corner of Section 18, thence South 278.00 feet, thence South 15°08'50" West 52.11 feet, thence South 13°02' East 85.50 feet, thence South 30°25'40" West 76.10 feet, thence South 2°20'10" West 119.40 feet, thence South 12°51'50" West 79.06 feet, thence North 79°00' West 23.53 feet, thence South 9°30' West 477.418 feet, to said North line of 5600 South Street, thence North 87°57'40" West 355.48 feet to the point of beginning. Contains 8.206 acres.

C. Prowswood desires to place certain restrictions and covenants on the Property for the convenience of unit owners of Springtree in having an area to park their recreational vehicles and boats for so long as Springtree shall exist as a condominium project.

NOW, THEREFORE, in pursuance of the foregoing, Prowswood hereby makes the following declarations as to limitations, restrictions and uses to which the Property may be put, that is to say:

1. Use Restrictions. The use of the Property shall be restricted to parking recreational vehicles and equipment by Unit Owners of Springtree and by others as Prowswood may determine, subject to the payment by them of such rental as may be satisfactory to Prowswood, and subject, also, to strict observance by such tenants of the terms conditions and provisions prescribed by Prowswood regarding such parking.

2. Duration. The restrictions and covenants herein contained shall exist on the Property for so long as Springtree shall exist as a condominium project. Upon the cessation of Springtree as a condominium project, the restrictions and covenants

BOOK 1534 PAGE 315

hereby imposed shall terminate by the unilateral filing of an Affidavit by Prowswood, its successors or assigns, certifying that (i) Springtree has terminated its status as a condominium project and, (ii) declaring that the restrictions and the covenants placed upon the Property by this instrument are thereby removed.

3. Covenants Running With Land. The declarations contained herein shall constitute covenants to run with the Property, and shall be binding on all parties and all persons claiming under Prowswood, and for the benefit of and limitations upon, all future owners in Springtree, subject to the right of Prowswood, its successor or assigns, to remove said restrictions and covenants as aforesaid.

The officer who signs this instrument hereby certifies that this instrument was duly authorized under a resolution duly adopted by the Board of Directors of Prowswood at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, Prowswood has caused its corporate name and seal to be hereunto affixed by its duly authorized officer this 4th day of October, 1977.

PROSWOOD, INC.
By *Robert W. Wood*
ROBERT W. WOOD
Its Executive Vice-President

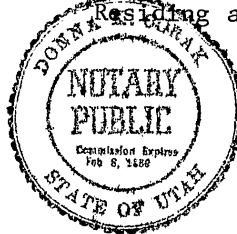
STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 4th day of October, 1977, personally appeared before me ROBERT W. WOOD, who being by me duly sworn, did say that he is the Executive Vice-President of Prowswood, Inc., and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and he duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Donna K. Carak

NOTARY PUBLIC

Residing at Salt Lake City, Utah



My Commission Expires:

February 8, 1980