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**Declaration of Covenants, Conditions
and Restrictions for
Fairway Hills Estates Subdivision
Park City, Utah**

July, 1991

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Park City, Utah**

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TABLE OF CONTENTS

DEFINITIONS	6
HOMEOWNERS ASSOCIATION	8
Enforcement Powers.	8
Maintenance of Reserved Open Space.	9
Assessments.	9
Snow Removal.	9
Assessments Constitute Lien, Mortgagee Protection.	10
Statement of Account.	10
Indemnity of Association Trustees and Officers.	10
Election.	10
Notice of Election, Notice of Meeting.	11
Special Meeting.	11
Number of Trustees, Term of Office.	11
ARCHITECTURAL COMMITTEE	12
Architectural Committee Created.	12
Approval by Committee Required.	12
Plans submitted.	13
Review Fee.	13
Review.	13
Written Record.	14
Failure to Act.	14
Variances.	14
Extraordinary Costs.	14
General Design Review.	14
Declarant, Trustees and Committee not Liable.	15
Limitations on Review.	15
RESTRICTIONS ON ALL LOTS	15
Zoning Regulations.	15
No Mining Uses.	15
No Business or Commercial Uses.	15
Restrictions on Signs.	16
Completion Required Before Occupancy.	16
Dwelling to be Constructed First.	16
Animals.	16
Underground Utilities.	16
Service Yards.	16
Maintenance of Property.	17
No Noxious or Offensive Activity.	17
No Hazardous Activity.	17
No Unsightliness.	17
No Annoying Lights.	17

No Annoying Sounds.	17
Sewer Connection Required.	18
No Fuel Storage.	18
Drainage.	18
Vehicles Restricted to Roadways.	18
Kennels.	18
No Transient Lodging Uses.	18
No Re-Subdivision.	18
Combination of Lots.	19
Dwelling Size, Placement.	19
Combination Deemed Permanent.	19
ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS	19
Number of Dwellings.	19
Dwelling Size.	19
Dwelling Setback and Placement.	20
Dwelling Height.	20
Roof Design.	20
Siding Materials.	20
Windows.	21
Chimneys, Vents.	21
Antennas.	21
No Used or Temporary Structures.	21
Balconies and Decks.	21
Fire Sprinklers.	22
CONSTRUCTION COVENANTS	22
Pre-Construction Conference.	22
Portable Office or Trailer.	22
Construction Debris Removal.	23
Construction Area Appearance.	23
Sanitary Facilities.	23
Construction Parking and Vehicles.	23
Construction Sign.	23
Hours of Work.	23
Soil Conservation, Dust.	23
Removal of Mud.	24
Duration of Construction.	24
LANDSCAPE STANDARDS	24
Landscaping Required.	24
Drought Tolerant Plants Recommended.	25
Placement of Trees.	25
Sprinkler Systems.	25
Fences.	25
Driveway Access.	25
TRAIL SYSTEM	25
Open Corridor, No Cross Fencing.	26
No Motorized Uses.	26

Other Improvements.	26
OWNERS' MAINTENANCE OBLIGATIONS	26
Duty to Maintain.	26
Repair by Association.	26
Alterations of Exterior Appearance.	27
Repair Following Damage.	27
GENERAL PROVISIONS	27
Violation Deemed a Nuisance.	27
Remedies.	27
Severability.	28
Limited Liability.	28
Term of Covenants, Renewal.	28
Amendment.	28
Constructive Notice.	29
Reservation of Easements.	29
Notices.	29
Liberal Interpretation.	29
EXPANSION OF PROJECT	30
Expansion of Architectural Committee.	30
No Obligation to Expand.	30
Expansion in Phases.	30
Owners Obligation to Accept Reserved Open Space.	30

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
FAIRWAY HILLS ESTATES SUBDIVISION
PARK CITY, UTAH

THIS DECLARATION, IS MADE THIS ____ of _____,
1991, by Park Associates a Utah general partnership, referred
to below as "Declarant:"

RECITALS:

A. Declarant is the owner of the following
described real property located in Park City, Summit County,
Utah:

See the attached Exhibit A

B. Declarant intends to develop a residential
subdivision on the property. Declarant will develop and
convey all of the Lots within the Subdivision subject to a
general plan of development, and subject to certain
protective covenants, conditions and restrictions all as set
forth in this Declaration, and which are deemed to be
covenants running with the land mutually burdening and
benefiting each of the Lots.

C. Declarant hereby declares that all of the Lots
shall be held, sold, conveyed, encumbered, leased, used,
occupied and improved subject to the protective covenants,
conditions, restrictions and equitable servitudes, all of
which are created for the mutual benefit of the Lots. It is
the intention of the Declarant in imposing these covenants,
conditions and restrictions to create a generally uniform
pattern of development, to protect and enhance the property
values and aesthetic values of the Lots by eliminating
inconsistent uses or improvements, all for the mutual
protection and benefit of the owners of the Lots. 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 successors, assigns, heirs, lien holders,
and any other person holding any interest in the Lots, and
shall inure to the benefit of all other Lots in the
Subdivision. 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.

D. The property included in the Fairway Hills Estates Subdivision could have been added to and made a part of the Master Declaration of Covenants, Conditions and Restrictions for Selected Park Ridge Properties recorded April 16, 1980 in Book M156, beginning at Page 21 of the official records of the Summit County Recorder. In recording this Declaration, the Declarant expressly intends to create an independent and separate set of Covenants, Conditions, and Declarations, separate homeowners Association, and separate Architectural Committee. This Declaration is not to be construed as a Supplemental Declaration, and the right to add the land included in this Subdivision to that previously recorded Master Declaration is expressly waived and terminated by the filing of this Declaration.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from the completion of the Subdivision Improvements, or from using any Lot owned by the Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs incidental to sales or construction which are in compliance with applicable City ordinances.

ARTICLE I

DEFINITIONS

1. 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:

"Additional Land" shall mean the land described on the attached Exhibit "C" which may be subdivided and added to the Fairway Hills Estates Subdivision and this Declaration as provided below.

"Architectural Committee" shall mean the committee created under Article IV of this Declaration.

"Association" shall mean the Fairway Hills Estates Subdivision Homeowners Association, whether incorporated or not, and as the context requires, the officers and directors of that Association.

"City" shall mean the City of Park City, Utah, and its appropriate departments, officials, and boards.

"Declarant" shall mean and refer to Park Associates, a Utah general partnership having its principal place of business in Park City, Utah.

"Declaration" shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions. The Subdivision Plat for Fairway Hills Estates, and the easements and other matters shown on that Plat, are also incorporated into this Declaration by reference.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

"Improvement" shall mean all structures and appurtenances of every type and kinds, including but not limited to buildings, Dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

"Lot" shall mean any numbered building Lot shown on the official plat of the Fairway Hills Estates Subdivision.

"Owner" shall mean the person or persons having title to any Lot. 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.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the official ownership plat of the Fairway Hills Estates Subdivision as approved by the City of Park City and recorded in the office of the Summit County Recorder, as it may be amended from time to time. "Plat" shall also include any subsequently recorded Plats covering all or part of the Additional Land.

"Reserved Open Space" shall mean those areas within the Subdivision that are not part of any Lot and not dedicated as public streets, and which are designated as Reserved Open Space on the Plat. Title to the Reserved Open Space may be vested in the Association, the Declarant, the City, or others.

"Subdivision" shall mean the Fairway Hills Estates subdivision, and all Lots, Reserved Open Space, and other property within the Subdivision as shown on the Plat. Initially the term Subdivision shall apply to Lots 1 through 35 depicted on the first Plat. If any Additional Land is added by recording additional Plats, the term Subdivision shall include all of the Lots depicted on all Plats, including those on any subsequently filed Plat covering all or part of the Additional Land.

"Trustees" shall mean the duly elected and acting Board of Trustees of the Fairway Hills Estates Homeowners Association, whether in incorporated or not.

ARTICLE II

HOMEOWNERS ASSOCIATION

2. To effectively enforce these Covenants, the Declarant has created, or will create, a Utah Non-Profit corporation called Fairway Hills Estates Homeowners Association. The Association shall be comprised of the Owners of Lots within the Fairway Hills Estates Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferrable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

2.1. Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Trustees of the Association shall have the exclusive right to

initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Lot Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

2.2. Maintenance of Reserved Open Space. The Association will be responsible for the maintenance of the Reserved Open Space within the Subdivision, and shall maintain that area in its natural condition. No Improvements of any kind may be constructed or maintained in the Reserved Open Space except for underground public utility facilities and trails within the City Trails system. The Association shall have the authority to assess its members for the cost of maintaining the Reserved Open Space, restoring any damage to vegetation, removing of any debris or trash that might be deposited there, and paying property taxes assessed against the Reserved Open Space if owned by the Association. The Association is also responsible for the maintenance of the trails shown on the Plat.

2.3. Assessments. The Association has the power to levy assessments against each Lot as necessary to carry out these functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs of Open Space maintenance, liability insurance, any water for irrigation or Open Space or other areas within the control of the Association, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, and enforcement of these covenants. Notice of the Assessment and the proposed amount of the annual Assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of the Owners in a meeting called for that purpose.

2.4. Snow Removal. The ordinances of Park City will probably require the Association to provide snow removal service within the Subdivision until 50% of the Lots in each phase have been improved by the construction of a Dwelling. Until such time as the snow removal service has been assumed by the City, the Association shall be responsible for snow removal, and shall have the power to make assessments against the Owners, including the Owners of unimproved Lots, for

purposes of providing this service. Each phase of the Subdivision will be treated independently for purposes of this provision, and for the limited extent of this provision, unequal assessments may be levied in the event that one phase of the Subdivision is receiving public snow removal service and others are still the responsibility of the Association.

2.5. Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied, but if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Summit County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot in the event of a sale. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts in deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed.

2.6. Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

2.7. Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

2.8. Election. Unless otherwise provided in the By-Laws of the Association, in elections for members of the Board of Trustees, or any other matter which is presented to the Association, each Owner, including the Declarant, shall

be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless they other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

2.9. Notice of Election, Notice of Meeting. Unless otherwise provided in the By-Laws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 30 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if the Owners of 51% of the Lots are present in person or by written proxy. If fewer than 51% are present, and notice was properly given, those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

2.10. Special Meeting. When circumstances warrant, a special meeting of the Owners may be called by giving notice by telephone or mail. No business may be conducted at a special meeting without a full quorum of the Owners of 51% of the Lots being present in person or by written proxy.

2.11. Number of Trustees, Term of Office. Unless otherwise provided in the By-Laws of the Association, there shall be five members of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Members, the Trustees will draw lots to divide themselves into terms of one, two and three years, with there being one term of one year, two terms of two years, and two terms of three years. Members of the Board of Trustees may serve consecutive terms.

ARTICLE III

ARCHITECTURAL COMMITTEE

3. It is the intention and purpose of these covenants, conditions and restrictions to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors, and general appearance, while at the same time allowing for diversity in style and design appropriate for the mountain setting. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

3.1. Architectural Committee Created. The Architectural Committee will consist of three members, at least two of whom shall be members of the Board of Trustees of the Homeowners Association. The initial committee will consist of three people appointed by the Declarant, who do not need to be Owners. At the time 50% of the Lots are sold to persons other than the Declarant, one member of the Committee will be elected from the Board of Trustees, other than a representative of the Declarant. At the time that 75% of the Lots are sold to persons other than the Declarant, two members of the Committee will be elected by the Owners from the Board of Trustees. At the time that 90% of the Lots are sold to persons other than the Declarant, all of the members of the Architectural Committee will be elected by the Owners. In the event that Additional Land is added before 90% of the Lots in the prior phase(s) have been sold, the percentages of Lots sold, for purposes of membership on the Committee, shall be based on the total number of Lots in all Plats. If more than 90% of the Lots in prior phase(s) have been sold, so the Declarant has lost its right to appoint a member of the Committee, the Committee shall be expanded as provided below. In any event, regardless of the number of Lots sold, all members of the Committee will be elected from and by the Owners following the fifth anniversary of the initial recording of this Declaration with the Summit County Recorder.

3.2. Approval by Committee Required. No Improvements of any kind, including without limitation the construction of any Dwelling, garage, out-building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, outdoor hot tubs or spas, fences, walls, curbs, poles, trampolines, satellite dishes or antenna, solar panels, or

any other permanent structure may be constructed, erected, or installed in the Subdivision without the prior consent of the Architectural Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the advance written consent of the Architectural Committee. Approval of the Committee will be sought in the following manner:

a. Plans submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing if it feels they are unnecessary to its review of the remodel or addition.

b. Review Fee. The applicant will pay a review fee to the Committee of \$100 for each new Dwelling, \$50 for each addition or remodel, or, in the case of Improvements which cost less than \$1,000, or which make no structural changes, the applicant will pay a fee of \$10. The primary purpose of the fee is to document the date of submission, but the Committee may also use the proceeds to pay for its expenses in reviewing the plans and giving notice of meetings. No fee will be accepted until the President of the Architectural Committee considers the submission complete.

c. Review. Within 15 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. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. 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. No construction that is not in strict compliance with the plans approved will be permitted.

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 years. The Committee will also provide evidence of its approval for the City, if requested by the Owner.

e. Failure to Act. If the Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

3.3. Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No variance may be granted without the consent of at least 50% of the Owners in the Subdivision at a meeting called for that purpose. The Architectural Committee, or the Owners as a whole, cannot grant any variance that has the effect of modifying applicable City zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant, including the costs of notice.

3.4. Extraordinary Costs. Whenever it deems appropriate, and with the consent of the Board of Trustees, the Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed improvements. All costs of such additional review will be paid by the Applicant, provided however that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer, and the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, 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.

3.5. General Design Review. The Committee will use its best efforts to provide a consistent pattern of

development, and consistent application of the standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee should apply them in a manner that results in a high quality, attractive, and well designed community.

3.6. Declarant, Trustees and Committee not Liable.

The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of and Lots within the Subdivision 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 these covenants against every other owner, and may seek independent redress if it believes the Committee has acted improperly.

3.7. Limitations on Review. The Committee's

review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE IV

RESTRICTIONS ON ALL LOTS

4. The following restrictions on use apply to all Lots within the Subdivision:

4.1. Zoning Regulations. The lawfully enacted zoning regulations of Park City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

4.2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

4.3. No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business

use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 75% of the Lots are sold, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

4.4. Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling Unit while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed six square feet. The Declarant may erect a sign of not more than thirty-two square feet at the entrance to the Subdivision for a period of no more than one year announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of the Lot may be installed without the advance consent of the Architectural Committee.

4.5. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City of Park City.

4.6. Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on the Lot.

4.7. Animals. No animals other than ordinary household pets may be kept on any Lot. This specifically excludes keeping horses on any Lot.

4.8. Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

4.9. Service Yards. All clothes lines, service yards, storage yards, and exterior mechanical equipment must

be screened in a manner approved by the Architectural Committee so that they are not visible from adjoining Lots.

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

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

4.12. No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained barbecues).

4.13. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling Unit or addition); 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; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

4.14. No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and 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 Lot on which it is installed. This shall not apply to street lighting maintained by the City. Lighted tennis courts are prohibited.

4.15. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot

which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

4.16. Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings Units must be connected to the sanitary sewer system.

4.17. No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

4.18. Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

4.19. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets. The operation of any vehicle on the Reserved Open Space is strictly prohibited, even during periods of construction, provided that the Association may use vehicles and equipment in its authorized maintenance activities on the Open Space.

4.20. Kennels. No kennel or dog run may be placed closer than 50 feet to any Dwelling other than that of the Owner of the Kennel.

4.21. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot shall be for a period of less than 30 days. No Lot shall be subjected to time interval ownership.

4.22. No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

4.23. Combination of Lots. (a) Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision.

(b) Dwelling Size, Placement. The maximum Dwelling Size for the Dwelling on the combined Lots shall not exceed 75% of the sum of the maximum allowable dwelling sizes stated in Exhibit "B" for the two Lots if developed independently. The resulting building mass should be concentrated at the center of the combined Lots, and may not be placed entirely, or predominately on one of the Lots.

(d) Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lot. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Summit County Recorder upon the commencement of construction of the Dwelling on the combined Lots.

ARTICLE V

ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

5. All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

5.1. Number of Dwellings. Only one Dwelling may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars. No other storage building, outbuilding or habitable structure may be permitted on any Lot.

5.2. Dwelling Size. The maximum and minimum allowable Dwelling size for each Lot in the Subdivision is stated on Exhibit B. These sizes refer to allowable Floor Area, which includes all horizontal floor areas on all levels of the Dwelling that are under roof, including porches, balconies and decks that are enclosed by walls on three or more sides. The minimum Floor Area on the main level of any Dwelling shall be at least 2,000 square feet. Garages are

not counted in the Floor Area, unless they exceed 600 square feet, in which case the area in excess of 600 square feet is counted. Basements are not counted as Floor Area, provided however that walk-out basements, or similar areas that are less than 80% below finished grade will be counted as Floor Area, whether finished or not.

5.3. Dwelling Setback and Placement. The Dwelling must be placed on the Lot in compliance with applicable zoning requirements for set back and side yards. The minimum set back shall be 25 feet from the front Lot line. The minimum side yard shall be 12 feet, and the minimum rear yard shall be 15 feet. On corner Lots, the Dwelling must maintain a set back of 25 feet from the Lot line on the street at the front of the Lot, and 20 feet from the Lot line on the side street. All portions of the Dwelling Unit are to be within the Building Pad designated for each Lot as shown on the Plat, which will dictate the minimum front, rear and side yard setbacks.

5.4. Dwelling Height. No structure on and Lot may exceed 28 feet in height as measured at the natural grade on the Lot prior to construction to a point half way between the eaves and the ridge line of the roof. The maximum ridge line height will be 33 feet above natural grade, with the intention being to have the building mass follow the natural, existing contour of the land. No garage may exceed one story.

5.5. Roof Design. Roof pitches must be within a range of a 5/12 to a 7/12 slope. No more than one roof pitch may be used on any structure. Eaves and roofs must overhang by at least twenty-four inches. Shingles will be medium shake shingles. No metal roofing or asphalt shingles are permitted. Mansard, fake mansard, A-frame, gambrel, flat, curvilinear, and domed roof designs are prohibited. All fascia boards must be at least twelve inches in width. Special attention will be paid to the south facing roof overhang to allow for adequate sun protection. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

5.6. Siding Materials. Unless specifically approved by the Architectural Committee, only the following exterior wall surface materials are allowed: cedar siding, redwood siding, stone, wood shingles, and stucco without "tudor" wood breaks. Textured plywood, metal, vinyl, masonite or similar manufactured siding materials are prohibited. There shall be no more than two separate exterior wall materials on any wall surface, and no more than three on any Dwelling. Exterior wall colors must harmonize

with the site and surrounding buildings. The predominant tone should be earth tone, whether in the natural color or patina of 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 also remain in the earth tone spectrum.

5.7. Windows. Windows must be either wood, bronze-tone aluminum clad wood, bronze tone aluminum, or dark metal. All windows must be double glazed. Any trapezoidal windows must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, the legs vertical, and the bottom horizontal or parallel to a roof structure below it. No mirrored or reflective glass may be used.

5.8. Chimneys, Vents. Chimneys must be enclosed in an approved siding material. No exposed metal flues are permitted. All chimney tops on any Dwelling 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.

5.9. Antennas. All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened in a manner approved in advance by the Architectural Committee so that they are not directly visible from adjoining Lots. Solar panels will be permitted only with the consent of the Architectural 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.

5.10. No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

5.11. Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All railings must have three horizontal members of at least six and one half inches in vertical thickness. All posts or pillars supporting any deck must be between eight and sixteen inches in width, including vertical members in railings. The area under any deck must either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must

either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished and painted or stained to match the house.

5.12. Fire Sprinklers. All dwellings will be equipped with an automatic fire sprinkler system in accordance with the ordinances of Park City or, in the absence of an ordinance, a system which meets standard 13-D of the National Fire Protection Association for residential applications.

ARTICLE VI

CONSTRUCTION COVENANTS

6. Introduction. In order to minimize the inconvenience to adjoining Owners during periods of construction within the Subdivision, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, sub-contractors or others shall be deemed a violation by the Owner for which Owner is liable.

6.1. Pre-Construction Conference. Prior to the commencement of construction, the Owner and Builder will meet with the Committee to review these regulations and coordinate the construction activities within the Subdivision. At the conference, or prior to the Committee granting its approval, the Owner or Builder 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.

6.2. Portable Office or Trailer. Any Builder who desires to bring a portable office or trailer on to a Lot shall first apply for and receive written approval from the Committee. The Committee will work closely with the Builder and Owner to determine the best possible location for the portable office. The portable office will be located in a location approved by the Committee and within the Owner's Lot. 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 Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension of construction activities for a period of 60 days.

6.3. Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and depositing 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 within the Subdivision. No concrete trucks may be cleaned out on the Lot or elsewhere within the Subdivision.

6.4. Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, when ever practical and possible.

6.5. Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the Committee, and removed from the site at such time as the permanent plumbing system is operational.

6.6. Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot or Open Spaces within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

6.7. Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

6.8. Hours of Work. Daily working hours on the site shall be limited to the period beginning one half hour after sun rise and ending one half hour before sunset, unless otherwise restricted by Park City ordinances. The Builder is responsible for controlling noise emanating from the site.

6.9. Soil Conservation, Dust. At all times when the surface of the Lot is disturbed by construction activity, and re-vegetation has not been completed, the Builder shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

6.10. Removal of Mud. The Builder is responsible for cleaning up and removing mud from the construction site that is deposited on the roadways of the Subdivision.

6.11. Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the City of Park City, 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, all exterior surfaces of the building shall be substantially complete within a period of eight months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE VII

LANDSCAPE STANDARDS

7. Water is a precious resource in the alpine desert environment, and careful planning should be given to the water demands created by landscaping of Lots. Water needs will vary substantially for different kinds of plantings, and City fees for water connections are based in part on the anticipated water demand. It is the intent of this Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate drought tolerant plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

7.1. Landscaping Required. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, each Owner is required to fully landscape his or her Lot. All areas where the existing native vegetation is removed or damaged must be re-planted with an appropriate vegetation mix to control erosion and eliminate dust, and to create an attractive appearance around the Dwelling. The Owner may plant lawns and gardens, plant

shrubbery, trees or other ornamental plantings or replace natural species.

7.2. Drought Tolerant Plants Recommended. The use of extensive areas of lawn is discouraged because of the high water demand created. Lawn areas may be appropriate close to the Dwelling and in conjunction with decks and other landscape features. The use of drought tolerant species of grasses, shrubs, and trees is strongly recommended. The City has prepared an extensive list of drought tolerant species suitable for different exposures within the Park City area. The majority of the landscaped area of each Lot is to be planted with species from this City Drought Tolerant Plant List.

7.3. Placement of Trees. Planting of trees within Lots is encouraged, provided that the location of trees will be subject to review by the Architectural Committee so that view corridors from adjoining Lots are preserved.

7.4. Sprinkler Systems. Permanent underground sprinkler systems are required within any lawn area to provide irrigation during revegetation and beyond. Outside of any lawn areas, sprinkler systems may be used as necessary to establish healthy growth of plants which may not require long term irrigation.

7.5. Fences. Perimeter fencing shall not be permitted in the Subdivision except for such perimeter fencing as Declarant or the Association may install along Subdivision boundaries. Limited interior fencing is permitted subject to advance approval by the Architectural Committee and Park City, if the fence is of a type that falls within City regulations. No chain link or other wire fencing is permitted.

7.6. Driveway Access. Individual driveway accesses to each Lot must be approved by the Architectural Committee as part of the site plan of the Lot. Driveways should be located in a manner to minimize cuts and fills and the need for retaining walls. No driveway may exceed 12% slope. Driveways shall be wide enough to permit two cars to be parked side by side in front of the garage entrance. Cut and fill slopes must be re-vegetated.

ARTICLE VIII

TRAIL SYSTEM

8. The Declarant has dedicated to the public a trail corridor through the Subdivision as shown on the Plat. This

Trail is for the use and benefit the public at large, as well as the Owners. The use of the trail is subject to the following:

8.1. Open Corridor, No Cross Fencing. The trail system is to have free passage through the Subdivision, and no Owner shall block the trail with gates, cross fencing, or otherwise impede the use of the trail.

8.2. No Motorized Uses. The trail system is intended for pedestrian and bicycle use only. No motorized vehicles of any kind, including snowmobiles and motorcycles, shall be used or operated in the trail easement at any time. The only motorized vehicles permitted are authorized construction or maintenance vehicles or equipment engaged in the construction or maintenance of the trail itself.

8.3. Other Improvements. No structures of any kind are permitted within the trail corridor with the exception of directional signs approved by the Architectural Committee. The trail corridor parallels a public utility corridor, and within the trail, underground utility facilities may be constructed, operated, and maintained.

ARTICLE IX

OWNERS' MAINTENANCE OBLIGATIONS

9. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

9.1. Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

9.2. Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed

under this provision. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law.

9.3. Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or siding or trim materials will be made without the advance consent of the Committee.

9.4. 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 re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural 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 Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE X

GENERAL PROVISIONS

10. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

10.1. Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

10.2. 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 Lot), by any other Owner, or by the Association in its own name. 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.

(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.

10.3. 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.

10.4. Limited Liability. Neither the Declarant, the Trustees, or the Architectural Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions 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.

10.5. Term of Covenants, Renewal. This Declaration shall expire fifty 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 90% of the Lots may, by written notice which is recorded with the Summit County Recorder, agree to extend the covenants for a period of an additional twenty years.

10.6. Amendment. At any time while this Declaration is in effect, the Owners of 80% of the Lots may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 80% of the Owners at the time of the amendment. No such amendment will be binding

upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision shall be effective without the written consent of the Declarant or other owner of the Additional Land.

10.7. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision 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 Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

10.8. Reservation of Easements. For the mutual benefit and convenience of all of the Owners, each Lot is burdened by an easement five feet in width around the perimeter of the Lot for the installation and maintenance of utility services to the Subdivision. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Lot as needed to perform their functions.

10.9. Notices. All notices under this Declaration are deemed effective 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.

10.10. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. 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.

ARTICLE XI

EXPANSION OF PROJECT

11. The Declarant owns other land adjoining the Subdivision which is described on the attached Exhibit C. It is the intention of the Declarant to subdivide the additional land and to add it to the Fairway Hills Estates Subdivision and to these Covenants. Within a period of seven years from the date this Declaration is recorded, the additional land may be added to this Declaration and become a part of the Subdivision by the Declarant, or its successor in interest, recording one or more Subdivision Plats describing all or part of the additional land and the Lots created on it, and a Supplemental Declaration stating that it is the intention of the Declarant to add the additional land to the Subdivision, and to have that land be subject to these same covenants, conditions and restrictions.

11.1. Expansion of Architectural Committee. In the event that the Declarant is no longer able to appoint at least one member of the Architectural Committee at the time of any expansion of the project, the Architectural Committee will be increased by one member at the time of the expansion, and the Declarant will be able to appoint one member, provided that when 90% of the Lots in the Subdivision, as expanded, are sold to third parties, the right of the Declarant to appoint a member to the Committee will cease.

11.2. No Obligation to Expand. The Declarant reserves the right to add some or all of the additional land to the Subdivision, but is under no obligation to do so. The additional land, if not added to the Subdivision, may be developed in a manner that is different from that described in this Declaration.

11.3. Expansion in Phases. The Declarant may exercise its right to expand the project in one or more phases or stages, and the addition of some of the expansion area does not obligate the Declarant to add the balance of the land to the Subdivision.

11.4. Owners Obligation to Accept Reserved Open Space. In subsequent phases, there are areas of the property that may be added to the Subdivision as Reserved Open Space. The Owners Association shall be obligated to accept the grant of that Reserved Open Space, provided that it will be conveyed to the Association free of financial encumbrances other than current property taxes. The title to the Reserved Open Space may be subject to additional restrictions on its

EXHIBIT "A"

FAIRWAY HILLS ESTATES PHASE I SUBDIVISION, more particularly described as follows:

BEGINNING at the center of Section 3, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South $89^{\circ}34'38''$ West 1279.77 feet to a point on the Easterly most boundary of Park Meadows No. 6A; thence along said boundary North $21^{\circ}00'00''$ West 1229.00 feet to a point on the Southerly right of way line of Silver Cloud Drive; thence along said right of way North $69^{\circ}00'00''$ East 49.66 feet; thence crossing Silver Cloud Drive right of way North $21^{\circ}00'00''$ West 50.00 feet to the Northerly side of Silver Cloud right of way, thence along said right of way South $69^{\circ}00'00''$ West 68.42 feet to a point on the Easterly most boundary line of Park Meadows No. 6A; thence along said boundary the following two (2) calls: (1) North $10^{\circ}00'00''$ East 460.48 feet, (2) North $35^{\circ}00'00''$ West 275.00 feet to a point on the Southerly most right of way line of Sunny Slopes Drive; thence crossing said right of way North $35^{\circ}00'00''$ West 60.00 feet to the Northerly most right of way of Sunny Slopes Drive, said point also being on the Easterly most boundary line of West Ridge Subdivision; thence along said boundary line of West Ridge Subdivision the following two (2) calls: (1) North $35^{\circ}00'00''$ West 114.02 feet, (2) North 136.34 feet; thence North $73^{\circ}00'55''$ East 223.96 feet; thence North $14^{\circ}04'00''$ West 114.48 feet to a point on a 50.00 foot radius curve to the left, radius point bears $14^{\circ}04'00''$ West 50.00 feet, thence 42.20 feet along the arc of said curve thru a central angle of $48^{\circ}21'25''$ to a point on a 25.00 foot radius reverse curve to the right; thence 21.03 feet along the arc of said curve thru a central angle of $48^{\circ}11'23''$; thence North $75^{\circ}45'58''$ East 170.18 feet to a point on a 130.00 foot radius curve to the right; thence 241.72 feet along the arc of said curve thru a central angle of $106^{\circ}32'06''$ thence South $02^{\circ}18'03''$ West 35.00 feet; thence South $87^{\circ}41'57''$ East 50.00 feet to a point on a 25.00 foot radius curve to the left, radius point bears South $87^{\circ}41'57''$ East 25.00 feet; thence 39.27 feet along the arc of said curve thru a central angle of $90^{\circ}00'00''$; thence South $02^{\circ}18'03''$ West 50.00 feet; thence South $87^{\circ}41'57''$ East 194.91 feet; thence South $04^{\circ}58'44''$ West 257.55 feet; thence South $19^{\circ}18'36''$ West 203.19 feet; thence South $33^{\circ}51'50''$ East 502.56 feet; thence South $06^{\circ}47'44''$ East 196.70 feet to a point on a 625.00 foot radius curve to the right, the radius point of which bears North $18^{\circ}47'42''$ West; thence 28.35 feet along the arc of said curve thru a central angle of $02^{\circ}35'56''$; thence South $73^{\circ}48'15''$ West 33.77 feet to a point on a 451.61 foot radius curve to the right; thence 89.48 feet along the arc of said curve thru a central angle of $11^{\circ}21'10''$; thence South $04^{\circ}49'02''$ East 261.69 feet; thence North $86^{\circ}54'48''$ East 137.72 feet; thence South $42^{\circ}33'05''$ East 77.68 feet; thence South $64^{\circ}51'38''$ East 150.60 feet; thence South $75^{\circ}24'56''$ East 194.63 feet to a point on a 75.00 foot radius curve to the left, radius point bears North $46^{\circ}54'28''$ East 75.00 feet; thence 16.56 feet along the arc of said curve thru a central angle of $12^{\circ}38'59''$; thence South $55^{\circ}44'32''$ East 93.65 feet; thence South $75^{\circ}03'24''$ East 269.91 feet; thence South $89^{\circ}18'49''$ East 158.47 feet to a point on the East line of the Northwest quarter of Section 3, Township 2 South Range 4 East, Salt Lake Base and Meridian; thence South $00^{\circ}41'11''$ West 486.19 feet to the point of BEGINNING.

BOOK 618 PAGE 427

EXHIBIT B

FAIRWAY HILLS ESTATES

TABLE OF MAXIMUM AND MINIMUM FLOOR AREAS

Lot#	Minimum Floor Area	Maximum Floor Area
1	2,800	6,500
2	2,800	6,500
3	2,800	6,000
4	2,800	6,000
5	2,800	6,000
6	2,800	5,500
7	2,800	6,500
8	2,800	6,500
9	2,800	6,000
10	2,800	6,500
11	2,800	6,500
12	2,800	6,000
13	2,800	5,900
14	2,800	5,300
15	2,800	5,000
16	2,800	5,800
17	2,800	6,500
18	2,800	6,000
19	2,800	6,500
20	2,800	6,500
21	2,800	6,000
22	2,800	6,000
23	2,800	6,500
24	2,800	6,500
25	2,800	5,100

26	2,800	5,500
27	2,800	6,500
28	2,800	6,000
29	2,800	5,300
30	2,800	6,000
31	2,800	5,900
32	2,800	6,500
33	2,800	5,900
34	2,800	6,000

The maximum and minimum house sizes exclude the first 600 square feet of garage space as provided in Section 5.3 of the Declaration of Covenants, Conditions and Restrictions.

BOOK 618 PAGE 429

EXHIBIT "C"

ADDITIONAL LAND

BEGINNING at a point which lies North 0°41'11" East 486.19 feet from the center of Section 3, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence North 0°41'11" East 2129.02 feet to the North quarter corner of said Section 3; thence along the North line of said Section North 89°52'47" West 1964.52 feet to a point on the East line of West Ridge Phase 2 Subdivision as recorded; thence South 0°0'0" East 483.63 feet; thence North 73°00'55" East 223.96 feet; thence North 14°04'00" West 114.48 feet to a point on a 50.00 foot radius curve to the left, radius point bears North 14°04'00" West 50.00 feet, thence 42.20 feet along the arc of said curve thru a central angle of 48°21'25" to a point on a 25.00 foot radius reverse curve to the right; thence 21.03 feet along the arc of said curve thru a central angle of 48°11'23"; thence North 75°45'58" East 170.18 feet to a point on a 130.00 foot radius curve to the right; thence 241.72 feet along the arc of said curve thru a central angle of 106°32'06" thence South 02°18'03" West 35.00 feet; thence South 87°41'57" East 50.00 feet to a point on a 25.00 foot radius curve to the left, radius point bears South 87°41'57" East 25.00 feet; thence 39.27 feet along the arc of said curve thru a central angle of 90°00'00"; thence South 02°18'03" West 50.00 feet; thence South 87°41'57" East 194.91 feet; thence South 04°58'44" West 257.55 feet; thence South 19°18'36" West 203.19 feet; thence South 33°51'50" East 502.56 feet; thence South 06°47'44" East 196.70 feet to a point on a 625.00 foot radius curve to the right, the radius point of which bears North 18°47'42" West; thence 28.35 feet along the arc of said curve thru a central angle of 02°35'56"; thence South 73°48'15" West 33.77 feet to a point on a 451.61 foot radius curve to the right; thence 89.48 feet along the arc of said curve thru a central angle of 11°21'10"; thence South 04°49'02" East 261.69 feet; thence North 86°54'48" East 137.72 feet; thence South 42°33'05" East 77.68 feet; thence South 64°51'38" East 150.60 feet; thence South 75°24'56" East 194.63 feet to a point on a 75.00 foot radius curve to the left, radius point bears North 46°54'28" East 75.00 feet; thence 16.56 feet along the arc of said curve thru a central angle of 12°38'59"; thence South 55°44'32" East 93.65 feet; thence South 75°03'24" East 269.91 feet; thence South 89°18'49" East 158.47 feet to the point of BEGINNING.

When Recorded, Mail to:

Park Associates
P.O. Box 680843
Park City, Utah 84068

00386363 BK00749 Pg00029-00034
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1993 SEP 01 10:38 AM FEE \$76.00 BY DMC
REQUEST: HIGH COUNTRY TITLE

FIRST SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRWAY HILLS ESTATES SUBDIVISION, PHASE II,
PARK CITY, SUMMIT COUNTY, UTAH

Whereas on July 31, 1991, the Declarant, Park Associates, Inc., a Utah corporation, caused to be recorded under the applicable laws of the State of Utah and Ordinances of Park City a subdivision plat for the Fairway Hills Estates Subdivisions located in Park City, Utah; and

Whereas in conjunction with that subdivision plat the Declarant simultaneously caused to be recorded certain Declaration of Covenants, Conditions, and Restrictions on the use and development of those subdivision lots (referred to below as the "Original Declaration"), which Original Declaration appears of record as Entry Number 344740 in Book 618, beginning at Page 396 of the ownership records of the Summit County Recorder; and

Whereas Section XI of the Original Declaration for the Fairway Hills Estates Subdivision reserved the right to the Declarant to subdivide additional land, described in Exhibit C of the Original Declaration, and add that land to the West Ridge Subdivision subject to the same covenants, conditions, and restrictions as set forth in the Original Declaration, and to add the owners of the additional lots to the Homeowners Association; and

Whereas the Additional Land has now been approved by the City of Park City, Utah for a subdivision known as Fairway Hill Estates Subdivision, Phase II, and Declarant desires to bring that Additional Land under the Original Declaration as part of the Fairway Hills Estates subdivision;

NOW THEREFORE, Declarant, Park Associates, Inc., a Utah corporation, and owner of the land described below, creates the following Supplemental Declaration of Covenants,

Conditions and Restrictions on the property known as Fairway Hills Estates Subdivision, Phase II:

1. Property. The property affected by this Supplemental Declaration is all of that land described as the "Additional Land" in Exhibit C of the Original Declaration of the Fairway Hills Estates Subdivision, described as follows:

BEGINNING at a point on the center of Section line that is N 00°39'46" E 485.22 feet (DEED N 00°41'11" E 486.19 feet) from the center of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the boundary line of FAIRWAY HILLS ESTATES PHASE I according to the official plat thereof on file in the office of the Summit County Recorder; and running thence along said Fairway Hills Boundary Line thru the following 27 courses (1) N 89°18'49" W 158.88 feet; (2) thence N 75°03'24" W 269.90 feet; (3) thence N 55°44'32" W 93.65 feet to a point on a 75.00 foot radius curve to the right (center bears N 34°15'28" E 75.00 feet); (4) thence along the arc of said curve 16.56 feet thru a central angle of 12°38'59"; (5) thence N 75°24'56" W 194.63 feet; (6) thence N 64°51'38" W 150.60 feet; (7) thence N 42°33'05" W 77.68 feet; (8) thence S 86°54'48" W 137.72 feet; (9) thence N 04°49'02" W 261.69 feet to a point on a 451.60 foot radius curve to the left (center bears N 04°50'35" W 451.60 feet); (10) thence along the arc of said curve 89.48 feet thru a central angle of 11°21'10" to a point of tangency; (11) thence N 73°48'15" E 33.77 feet to a point on a 625.00 foot radius curve to the left (center bears N 16°11'45" W 625.00 feet); (12) thence along the arc of said curve 28.35 feet thru a central angle of 02°35'56"; (13) thence N 06°47'44" W 196.69 feet; (14) thence N 33°51'50" W 502.56 feet; (15) thence N 19°18'36" E 203.19 feet; (16) thence N 04°58'44" E 257.55 feet; (17) thence N 87°41'57" W 194.91 feet; (18) thence N 02°18'03" E 50.00 feet to a point on a 25.00 foot radius curve to the right (center bears N 02°18'03" E 25.00 feet); (19) thence along the arc of said curve 39.27 feet thru a central angle of 90°00'00"; (20) thence N 87°44'46" W 50.00 feet; (21) thence N 02°18'03" E 35.00 feet to a point on a 130.00 foot radius curve to the left (center bears N 87°41'57" W 130.00 feet); (22) thence along the arc of said curve 241.72 feet thru a central angle of 106°32' 06" to a point of tangency; (23) thence S 75°45'58" W 170.18 feet to a point on a 25.00 foot radius curve to the left (center bears S 14°14'02" E 25.00 feet); (24) thence along the arc of said curve 21.03 feet thru a central angle of 48° 11'23" to a point on a 50.00 foot radius reverse curve to the right (center bears N 62°25'25" W 50.00 feet); (25) thence along the arc of said curve 42.20 feet thru a central angle of 48°21'25"; (26) thence S 14°04'00" E 114.48 feet; (27) thence S 73°00'55" W 224.08 feet to a point on the east lines of WEST RIDGE SUBDIVISION PHASE I & II according to the official plats thereof on file in the office of the Summit County Recorder; thence along said east line N 00°02'17" W 483.49 feet (DEED North) to a point on the north line of Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence along said Section Line S 89°55'04" E 1964.49 feet (DEED S 89°52'47" E) to the North 1/4 corner of said Section 3; thence along the center of section line S 00°39'46" W 2130.13 feet (DEED S 00°41'11" E) to the point of beginning.

00384343 Rk00749 Pa00030

The Additional Property is referred to below as the "Phase II Lots."

2. Covenants Apply. The Phase II Lots shall be, and are from the date of recording this Supplemental Declaration forward, subject to and benefitted by the covenants, conditions, and restrictions contained in the Original Declaration of Covenants for the Fairway Hills Estates Subdivision, dated July 31, 1991, and recorded as Entry Number 3447440 in Book 618, beginning at Page 396 of the records of the Summit County Recorder. Those Covenants, Conditions, and Restrictions burden and benefit each of the Lots in Phase I and II in the Fairway Hills Estates Subdivision for the mutual benefit of each of the other Lots, to create a common pattern of development within all of the property included in the Fairway Hills Estates Subdivision, Phases I and II.

3. Reciprocity Between Phases. As between the two phases of the Fairway Hills Estates Subdivision, the Declarant intends to create a uniform set of covenants, conditions, and restrictions as set forth in the Original Declaration, and the owners of Lots in either phase shall be equally, mutually, and reciprocally subject to, and benefitted by the covenants, without regard to which phase the particular Lot in question is located.

4. Architectural Committee Expanded. Pursuant to the right reserved in Section XI of the Original Declaration, the Architectural Committee is hereby expanded by one member, to be appointed by the Declarant. The Declarant's right to appoint one member of the Architectural Committee shall cease when 75% of the Phase II Lots have been conveyed by Declarant to Owners other than the Declarant, as defined in the Original Declaration.

5. Homeowners Association. The Owners of the Phase II Lots shall automatically become members of the Homeowners Association of the Fairway Hills Estates Subdivision. The memberships shall all be of one class and on parity, provided that no special meeting or election of officers will be held as a result of the expansion of the subdivision.

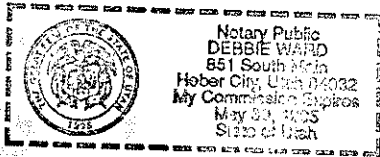
00384363 Bk00749 Pg00031

6. Building Size. The sizes of the Lots within the second phase are intentionally varied to be consistent with the development in the first phase. A range of maximum and minimum Floor Area for the dwelling on each Phase II Lot is attached as Exhibit A, pursuant to Section 5.3 of the Original Declaration.

7. Original Declaration Not Altered. Except as expressly provided in this Supplemental Declaration, no amendment, alternation, or waiver of any provision of the Original Declaration is made or intended. The Original Declaration shall remain in full force and effect.

8. No Further Expansion. This Supplemental Declaration has added the last of the Declarant's property to the Fairway Hills Estates Subdivision, and there shall be no right to add additional lands to the Subdivision, or to increase the membership in the Homeowners Association in the future without the consent of the Owners.

Executed on the 11 day of June, 1993.



PARK ASSOCIATES, INC., a Utah corporation

By: Kenneth B. Shoulders
Kenneth B. Shoulders,
Vice President

State of Utah)
 : ss
County of Summit)

On the 11 day of June, 1993, Kenneth B. Shoulders appeared before me and acknowledged that he is the Vice President of Park Associates, Inc., a Utah corporation, which is the Declarant in the above instrument, and that he executed the same on behalf of the corporation with proper authority.

Debbie Ward
Notary Public

Residing at: 851 S main Heber 84032

Commission Expires:

00386363 BR00749 P600032

EXHIBIT A

MAXIMUM HOUSE SIZES

FAIRWAY HILLS ESTATES SUBDIVISION

PHASE II LOTS

<u>MAXIMUM HOUSE SIZE</u>		<u>MAXIMUM HOUSE SIZE</u>	
LOT 35	6500 S.F.	LOT 62	5300 S.F.
LOT 36	5300 S.F.	LOT 63	5300 S.F.
LOT 37	6500 S.F.	LOT 64	6500 S.F.
LOT 38	5900 S.F.	LOT 65	6500 S.F.
LOT 39	5300 S.F.	LOT 66	5300 S.F.
LOT 40	5900 S.F.	LOT 67	5900 S.F.
LOT 41	6500 S.F.	LOT 68	5300 S.F.
LOT 42	5900 S.F.	LOT 69	5900 S.F.
LOT 43	5300 S.F.	LOT 70	6500 S.F.
LOT 44	6500 S.F.	LOT 71	5300 S.F.
LOT 45	5900 S.F.	LOT 72	5900 S.F.
LOT 46	5300 S.F.	LOT 73	6500 S.F.
LOT 47	6500 S.F.	LOT 74	5300 S.F.
LOT 48	6500 S.F.	LOT 75	5300 S.F.
LOT 49	6500 S.F.	LOT 76	5900 S.F.
LOT 50	5300 S.F.	LOT 77	6500 S.F.
LOT 51	6500 S.F.	LOT 78	6500 S.F.
LOT 52	5900 S.F.	LOT 79	5300 S.F.

00386363 Bk00749 P600033

LOT 53	5300 S.F.	LOT 80	5300 S.F.
LOT 54	5300 S.F.	LOT 81	5900 S.F.
LOT 55	6500 S.F.	LOT 82	5300 S.F.
LOT 56	6500 S.F.	LOT 83	5900 S.F.
LOT 57	5900 S.F.	LOT 84	6500 S.F.
LOT 58	5300 S.F.	LOT 85	5300 S.F.
LOT 59	5900 S.F.	LOT 86	5900 S.F.
LOT 60	6500 S.F.	LOT 87	6500 S.F.
LOT 61	6500 S.F.		

*Floor areas are expressed in square feet of habitable space as defined in Section 5.3 of the original Declaration of Covenants, Conditions and Restrictions for Fairway Hills Estates Subdivision. The first 600 square feet of garage area is excluded.

Garden/fairway.II

00386363 Bk00749 Pg00034

When recorded, return to:
FAIRWAY HILLS HOMEOWNERS ASSOCIATION
2542 SILVER CLOUD DRIVE
PARK CITY, UT 84060
ATTN: GAIL MILLIGAN

00442151 BK00923 Pg00274-0027

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 NOV 09 15:43 PM FEE \$16.00 BY D
REQUEST: HIGH COUNTRY TITLE

FIRST AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FAIRWAY HILLS ESTATES,
PARK CITY, UTAH

In meetings of the members of the Fairway Hills Estates Homeowners Association held February 22, 1993, and on April 3, 1995, with a quorum present at both meetings, the members considered amendments to the Declaration. The following amendments were approved by the Members by the requisite majority, and the Association now desires to document those actions. The initial Declaration of Covenants, Conditions and Restrictions was recorded as Entry No. 344740 on July 31, 1991 in Book 618 at Page 393, and a Supplemental Declaration adding the Phase II lots was recorded as Entry No. 386363 on September 1, 1993 in Book 749 at Page 29 in the official records of the Summit County Recorder (both referred to as the "Original Declaration"). This amendment affects the following described real property located in Summit County, Utah:

The Fairway Hills Estates Subdivision, Phases I and II as shown on the official plats thereof which are on record in the office of the Summit County Recorder.

The following provisions of the Original Declaration are amended to read as follows:

1. Architectural Committee. Section 3.1 of the Original Declaration is amended and replaced with the following:

3.1 Architectural Committee. The Architectural Committee will consist of at least three members, who will be members of the Board of Trustees. The Trustees may appoint additional members to the Committee who must

be members of the association, but are not required to be Trustees.

2. Roofing. Section 5.6 of the Original Declaration is amended, and replaced with the following:

5.5 Roof Design. Roof pitches must be within a range of 5/12 to 7/12 slope. Eaves and roofs must overhang by at least twenty four inches. Roofing material must be medium wood shake; premium quality, heavy gauge, non-reflective metal with concealed fasteners; or other premium quality roofing material approved on a case by case basis by the Architectural Committee and the Board of Trustees; provided, however, that asphalt shingles are not permitted. Mansard, fake mansard, A-frame, gambrel, flat, curvilinear, and domed roof designs are prohibited. All fascia must be at least 12 inches in width. Special attention will be paid to the south facing roof overhang to allow adequate sun protection. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the adjoining roof color, or in the case of an approved metal roof, flashings will be of same material and color as the metal roof.

3. Windows. Section 5.7 of the Original Declaration is amended, and replaced with the following:

5.7 Windows. Windows must be either wood, bronze-tone aluminum clad wood, vinyl clad wood, bronze tone aluminum, dark metal, or other earth tone colors on one of the foregoing window materials. All windows must be double glazed. Any trapezoidal windows must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the legs vertical, and the bottom horizontal or parallel to a roof structure below it. No mirrored or reflective glass may be used.

4. Siding Materials. Section 5.6 of the Original Declaration is amended and replaced with the following:

5.6 Siding and Trim Materials. Unless specifically approved by the Architectural Committee on a case by case basis, only the following exterior wall surface, soffit, and trim materials are allowed: cedar siding, redwood siding, stone, wood shingles, and stucco without "tudor" wood breaks. Textured plywood, metal, vinyl, masonite or similar manufactured siding or trim materials are prohibited. There shall be no more than two separate exterior wall materials on any wall surface, and no more than three on any Dwelling. Exterior wall colors must harmonize with the site and surrounding buildings. The

predominant tone should be earth tones as appear in the indigenous soil and rock in the area, whether in the natural color or patina of the weathered color of the wall surface itself, or in the color of the stain or other coating. Bright or dramatic colors can be used for accent on exterior wall areas hidden from general view. Facia and trim shall remain in the same earth tone spectrum.

5. Balconies and Decks. Section 5.11 of the Original Declaration is amended and replaced with the following:

5.11 Balconies and Decks. Any balcony or deck that is more than twenty four inches above the natural grade must be constructed in compliance with the following: All balconies or decks should be in harmony with the style of the home, should be constructed of wood, steel or a combination of the two, and must adhere to City codes for railing design, and be approved by the Architectural Committee. The area under any deck must either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony) finished and painted or stained to match the house.

6. Remainder Unchanged. Except as specifically stated in this First Amendment to the Declaration, the terms and provisions of the Original Declaration remain in full force and effect.

Effective this 9th of November, 1995.

FAIRWAY HILLS ESTATES HOMEOWNERS
ASSOCIATION

By: G. J. Milligan
Its: President

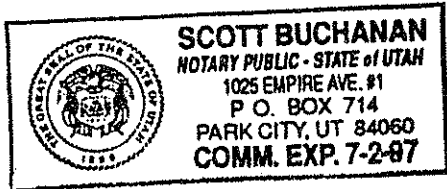
Attest:

Hurt Frankenburg
Secretary

00442151 Bk00923 Pg00276

STATE OF UTAH)
):SS
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 9TH day of NOVEMBER, 1995 by GAIL T. MILLIGAN and KURT FRANKENBURG who stated that they are the President and Secretary of Fairway Hills Estates Homeowners Association, a Utah corporation, who executed the foregoing on behalf of that corporation with proper authority.



Scott Buchanan
Notary Public

Residing at:
Park City, UT

Commission Expires:
7/2/97

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 SEP 15 16:32 PM FEE \$103.00 BY GB
REQUEST: COALITION TITLE AGENCY, INC.
Electronically Recorded by Simplifile

When recorded, return to:
Thomas N. Jacobson
3079 Fairway Hills Ct.
Park City, UT 84060

SECOND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FAIRWAY HILLS ESTATES,

PARK CITY, UTAH

In a meeting of the members of the Fairway Hills Estate Homeowners Association held September 11, 2005 with a quorum present, the members considered an amendment to the Declaration. The following amendment was approved by the Members by the requisite majority, and the Association now desires to document those actions. The initial Declaration of Covenants, Conditions and Restrictions was recorded as Entry No. 344740 on July 31, 1991 in Book 618 at Page 393, a Supplemental Declaration adding the Phase II lots was recorded as Entry No. 386363 on September 1, 1993 in Book 749 at Page 29, and a First Amended Declaration of Covenants, Conditions and Restrictions was recorded on Entry No. 00442151, Book 00923, Page 00274-027 on November 4, 1995, in the official records of the Summit County Recorder (referred to as the "Original Declaration"). This Amendment affects the following described as real property located in Summit County, Utah:

The Fairway Hills Estate Subdivision, Phases I and II as shown on the official plats thereof which are on record in the office of the Summit County Recorder.

The following provisions of the Original Declaration are amended to read as follows:

1. Roofing. Section 5.6 of the Original Declaration is amended, and replaced with the following:

5.5 Roof Design. Roof pitches must be within a range of 5/12 to 7/12 slope. Eaves and roofs must overhang by at least twenty four inches. Roofing materials must

be medium wood shake; premium quality, heavy gauge, non-reflective metal with concealed fasteners; or other premium quality roofing material approved on a case by case basis by the Architectural Committee and the Board of Trustees. In the case of asphalt shingles the application of asphalt shingles will be on a case by case basis, but must use materials of a 50 year life and best available quality. Metal roofs will be allowed, but must be of the highest quality material and aesthetically appropriate. Mansard, fake mansard, A-frame, gambrel, flat, curvilinear, and domed roof designs are prohibited. All fascia must be at least 12 inches in width. Special attention will be paid to the south facing roof overhang to allow adequate sun protection. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the adjoining roof color, or in the case of an approved metal roof, flashings will be of same material and color as the metal roof.

2. Remainder Unchanged. Except as specifically stated in this Second Amendment to the Declaration, the terms and provisions of the Original Declaration remain in full force and effect.

Executed this 14^B of September, 2005.

FAIRWAY HILLS ESTATE HOMEOWNERS
ASSOCIATION

By: *Laura F. Gordon*
Its: President

Attest:

Secretary

BK1734 PG0503

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)
 Salt Lake

The foregoing instrument was acknowledged before me this
14 day of September, 2005 by Thomas Jacobson and
Laura Asueerne who stated that they are the President and Secretary
of the Fairway Hills Estate Homeowners Association, a Utah
Corporation, who executed the foregoing on behalf of that
corporation with proper authority.



Kathryn D. Hunter
Notary Public

Residing at:

3145 So. Kenwood St.
Salt Lake City, UT 84106

Commission expires:

6-10-2006

BK1734 PC0504