

Indian Ridge

240126

ENTRY NO. 240126  
RECORDED 5-11-78 AT 3:30 P. M. BOOK 196 PAGE 305-309  
REQUEST OF Aspen Engineering  
FEE PAID - JACKSON WANLASS, SANPETE COUNTY RECORDER  
27.50 BY [Signature] DEPUTY

19-12-4E-4  
17-12-4E-5  
18-12-4E-4  
20-12-4E-8  
13-12-3E-4  
14-12-3E-5  
23-12-3E-5  
24-12-3E-3

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
INDIAN RIDGE

GRANTOR'S [Signature]  
GRANTEES [Signature]

THIS DECLARATION, made this 31st day of January, 1978, by INDIAN RIDGE, INC., a non-profit corporation, incorporated under the laws of the State of Utah, hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, INDIAN RIDGE, INC., is the purchaser of that certain property more specifically referred to as Indian Ridge located in Sanpete County, State of Utah, more specifically described as follows:

COMMENCING North 1332.40 feet from the Southeast Corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence North 89° 48' West 5821.63 feet; thence North 1757.67 feet; thence South 89° 48'54" West 9278.99 feet; thence North 0° 00'08" East 1318.12 Feet; thence North 89° 44'53" East 1328.15 feet; thence North 0° 00'23" East 2636.20 feet; thence North 89° 45'22" East 2656.61 feet; thence North 0° 00'53" East 2626.00 feet; thence East 5293.20 feet; thence South 1697.90 feet; thence North 89° 53' 15" East 3181.62 feet; thence South 1320.00 feet; thence South 89° 47' West 1320.00 feet; thence South 2664.80 feet; thence North 89° 48' East 1320.00 feet; thence North 1320.00 feet; thence North 89° 41' East 1320.00; thence South 2664.80 feet thence North 89° 57' East 1320.00 feet; thence South 1332.40 feet to the point of beginning.

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, used, leased or otherwise conveyed subject to the following restrictions, covenants and conditions. The covenants, restrictions and conditions contended herein shall run with the real estate and shall be binding on all parties having or acquiring any interest, right, title or use of the property, and shall be binding upon all such persons, present or future.

improvement shall be constructed upon the properties, nor shall any approved structure, fence, cabin, or other permanent improvements be altered, modified, enlarged, or changed in any manner whatsoever, until plans and specifications for such construction shall have been submitted to the architectural committee of Indian Ridge, Inc., and until approval from such architectural committee has been received in writing by said committee. The architectural committee shall be composed of three members of the Board of Trustees of the Declarant.

The Board of Trustees shall appoint any three persons to serve on the architectural committee and such members shall serve without compensation for services performed pursuant to this covenant.

All proposed construction plans, whether for building or otherwise, shall, at a minimum, include the following:

1. Plot plan to scale of the entire site with buildings and other improvements located on such plot plan and dimensions given to lot or property lines.
2. Floor plans of every floor level to scale.
3. Elevations to scale of all sites of construction, showing elevation of floors above or below a designated point on roads or streets.
4. Outline specifications giving a description of all materials to be used on the exterior of the building.
5. Approval of the Utah State Board of Health as to satisfactory sanitation and water source.
6. All of the above are required in addition to obtain building permits from the appropriate local Government Authority.

Any applicant for authority to construct permanent

architectural committee may request audience with such committee to take necessary measures to obtain approval of his plans. All decisions of the architectural committee shall be final.

#### ARTICLE II

In the event a member of any parcel on the properties shall fail to maintain the premises and the improvements situated in a manner satisfactory to the Board of Trustees, the Association, after approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the parcel and the exterior of the buildings, and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment of which such parcel is subject. The cost of such exterior maintenance shall be assessed against such member and unless paid within the time specified by the architectural committee or the Board of Trustees, such member shall forfeit his right to use the facilities of the non-profit association, including but not limited to the real estate and real property owned by the non-profit corporation, and such forfeiture shall continue until all assessments are paid in full.

#### ARTICLE III

No cabin shall be located nearer than twenty (20) feet to an adjoining sideyard. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No

outbuilding shall be used on any parcel at any time as a permanent cabin or residence. No trash, ashes or any other refuse may be dumped or thrown on any parcel or common area of the properties. All garbage must be hauled from the premises. No signs, billboards, or advertising structures may be erected or displayed on any of the parcels hereinbefore described, or parts or portions thereof, except a single sign not more than 2 x 3 feet in size, advertising a specific unit for sale, may be displayed on the premises affected. Also, during the period of development, the owners shall be given the right to erect a sign or signs larger than herein specified on any or all parcels.

#### ARTICLE IV

Section 1. Enforcement. The Association or any member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration to either prevent violations, or to recover damages for such violations. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the member of any parcel subject to this Declaration, their

term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) years, action taken by meeting of owners; where fifty one (51) percent of ownership is Representative in person or by proxy, and a vote of two thirds (2/3) of the fifty one (51) present needed to carry the amendment. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 31st day of January, 1978.

*[Handwritten Signature]*

STATE OF UTAH )  
                  : ss.  
COUNTY OF Utah )

On this 31st day of January, 1978,  
personally appeared before me Donald S. Correll

who being by me duly sworn did say, each for theirselves, that they are present members of the Association above designated and that the foregoing instrument was signed in behalf of the Association that they represent.

*[Handwritten Signature]*  
Notary Public  
Residing at: ocean, Utah

AMMENDMENT  
OF  
DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
INDIAN RIDGE

THIS AGREEMENT, made this 5th day of Feburary, 1980  
by INDIAN RIDGE, INC., a corporation, incorporated under the laws of the  
State of Utah.

ARTICLE IV

SECTION 1, b Enforcement. In addition to the enforcement  
provisions now contained in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
& RESTRICTONS, dated January 31, 1978 and recorded in Sanpete County, State of  
Utah, County Recorders Office Entry # 240126;

The foregoing is to be included and made part of said DECLARATION OF PROTECTIVE  
COVENANTS: As to the building permit and building requirements, Sanpete County  
has the authroity to enforce the same.

The existing one acre lots cannot be subdivided under the existing ordinances  
of Sanpete County and no attempt of subdivision shall be permitted unless and  
until so authorized by Sanpete County.

*Paul L. Frischknecht*  
SANPETE COUNTY ATTORNEY  
Approved by  
19-12-45-5

*Donald G. Cornell*  
INDIAN RIDGE INC. PRESIDENT

STAMP: STATIONERS & PRINTERS

ENTRY NO. 250390

STATE OF UTAH )  
                  : ss   RECORDED 2-20-80 AT 2 P M. BOOK 213 PAGE 848  
COUNTY OF SANPETE )   REQUEST OF Donald G. Cornell  
                          :   FEE PAID - JANET L. LUND, SANPETE COUNTY RECORDER  
                          :   \$ 4.00 BY Paul D. Hatch DEPUTY

On this 14 day of Feburary, 1980,  
personally appeared before me Donald G. Cornell and Paul Frischknecht

Who being by me dully sworn did say, each for theirself, that  
they are present members of the respective Associations above designated  
and that the foregoing instrument was signed in behalf of the Association that

Amendment to the Declaration, Conditions and Restrictions of  
Indian Ridge Ranch, Plat A, lots 1 thru 45 inclusive, as recorded on  
pages 305-309, book 196 in the Sappete county recorders office

Official notice is hereby given to all interested parties that the Indian Ridge Ranch Property Owners Association conducted a meeting to amend the present Declaration of Covenants, Conditions and Restrictions on the property known as Indian Ridge Ranch. The meeting was held July 27, 1985 at 3 PM in the clubhouse on the property in Sanpete County.

During the meeting, the Association voted unanimously to take the following actions.

1- Any amendment which differs from the proposal printed in the July Newsletter shall not become legally effective until written legal notice is given to the property owners.

2- The maintenance fees shall be a lien against the property, however, legal action may not be taken to collect them until the amount of the delinquent fees has been expended in further improvements to the property.

3- The maintenance fees shall be \$10 per month effective July 27, 1985.

4- The Association management is authorized to enter into a contract for the maintenance of the common areas including roads, completion of the clubhouse and appertenant facilities and for work on the water system.

5- The maintenance fees shall be an obligation against every platted lot irregardless of ownership or circumstances of acquisition.

6- As provided in the covenants, the management will install gates at the access to the property which shall be locked and all persons who have not paid their maintenance fees shall be refused entrance to the property.

7- The Property Owners Association endorses the formation of a Credit Association.


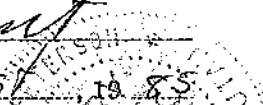
8- The Property Owners Association endorses Incorporation as a city and the formation of a municipal utility system.

This Newsletter shall constitute legal notice to all property owners as required by proposition 1 above. As soon as this Newsletter is mailed, these amendments shall be filed in the office of the County Recorder of Sanpete County in each of the platted subdivisions in the Indian Ridge Ranch Development.



STATE OF UTAH, }  
County of Wasatch } ss.

PAUL CLINT being first duly sworn, says that he has been authorized and instructed by the property owners of Indian Ridge Ranch to record these amendments to the covenants on the above described property.

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1985  
  


AMMENDMENT  
OF  
DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
INDIAN RIDGE

THIS AGREEMENT, made this 5th day of Feburary, 1980  
by INDIAN RIDGE, INC., a corporation, incorporated under the laws of the  
State of Utah.

ARTICLE IV

SECTION 1, b Enforcement. In addition to the enforcement  
provisions now contained in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
& RESTRICTONS, dated January 31, 1978 and recorded in Sanpete County, State of  
Utah, County Recorders Office Entry # 240126;

The foregoing is to be included and made part of said DECLARATION OF PROTECTIVE  
COVENANTS: As to the building permit and building requirements, Sanpete County  
has the authroity to enforce the same.

The existing one acre lots cannot be subdivided under the existing ordinances  
of Sanpete County and no attempt of subdivision shall be permitted unless and  
until so authorized by Sanpete County.

*Paul L. Frischknecht*  
SANPETE COUNTY ATTORNEY  
Approved by  
19-12-48-5

BRANTON'S  
GRANTEES

*Donald G. Cornell*  
INDIAN RIDGE INC. PRESIDENT

ENTRY NO. 250390  
RECORDED 2-20-80 AT 2 P M. BOOK 213 PAGE 848  
REQUEST OF Donald G. Cornell  
STATE OF UTAH )  
: ss FEE PAID - JANET J. LUND, SANPETE COUNTY RECORDER  
COUNTY OF SANPETE ) \$ 4.00 BY *Paul J. Hatch* DEPUTY

On this 14 day of Feburary, 1980,  
personally appeared before me Donald G. Cornell and Paul Frischknecht  
Who being by me dully sworn did say, each for theirsself, that  
they are present members of the respective Associations above designated  
and that the foregoing instrument was signed in behalf of the Association that



Amendment to the Declaration, Conditions and Restrictions of

Indian Ridge Ranch, Plat A, lots 1 thru 45 inclusive including the common area, as recorded on page 305-309, book 196 in the Sanpete County Recorders office.

Official notice is hereby given to all interested parties that the Indian Ridge Ranch Property Owners Association conducted a meeting to amend the present Declaration of Covenants, Conditions and Restrictions on the property known as Indian Ridge Ranch. The meeting was held July 27, 1985 at 3 PM in the clubhouse on the property in Sanpete County.

During the meeting, the Association voted unanimously to take the following actions.

1- Any amendment which differs from the proposal printed in the July Newsletter shall not become legally effective until written legal notice is given to the property owners.

2- The maintenance fees shall be a lien against the property, however, legal action may not be taken to collect them until the amount of the delinquent fees has been expended in further improvements to the property.

3- The maintenance fees shall be \$10 per month effective July 27, 1985.

4- The Association management is authorized to enter into a contract for the maintenance of the common areas including roads, completion of the clubhouse and appertenant facilities and for work on the water system.

5- The maintenance fees shall be an obligation against every platted lot irregardless of ownership or circumstances of acquisition.

6- As provided in the covenants, the management will install gates at the access to the property which shall be locked and all persons who have not paid their maintenance fees shall be refused entrance to the property.

7- The Property Owners Association endorses the formation of a Credit Association.

8- The Property Owners Association endorses Incorporation as a city and the formation of a municipal utility system.

This Newsletter shall constitute legal notice to all property owners as required by proposition 1 above. As soon as this Newsletter is mailed, these amendments shall be filed in the office of the County Recorder of Sanpete County in each of the platted subdivisions in the Indian Ridge Ranch Development.

*Paul Clint*

Paul Clint, Authorized agent of the declarant.

STATE OF UTAH, }  
County of Utah } ss.

PAUL CLINT being first duly sworn, says that he has been authorized and instructed by the property owners of Indian Ridge Ranch to record these amendments to the covenants on the above described property.

*Paul Clint*

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1985

residential dwelling unit within the property.

1.7 "The Property" shall mean and refer to a parcel of land more particularly described as follows;

COMMENCING NORTH 1332.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89 DEGREES 48 MINUTES WEST 5821.63 FEET; THENCE NORTH 1757.6 FEET; THENCE 89 DEGREES 48 MINUTES 54 SECONDS WEST 9278.99 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 8 SECONDS EAST 1318.12 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 53 SECONDS EAST 1328.15 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 23 SECONDS EAST 2636.20 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 22 SECONDS EAST 2656.61 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 53 SECONDS EAST 2626.00 FEET; THENCE EAST 5293.20 FEET; THENCE SOUTH 1697.90 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 15 SECONDS EAST 3181.62 FEET; THENCE SOUTH 1320.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES WEST 1320.00 FEET; THENCE SOUTH 2664.80 FEET; THENCE NORTH 89 DEGREES 48 MINUTES EAST 1320.00 FEET; THENCE NORTH 1320.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1320.00 FEET; THENCE SOUTH 2664.80 FEET; THENCE NORTH 89 DEGREES 57 MINUTES EAST 1320.00 FEET; THENCE SOUTH 1332.40 FEET TO THE POINT OF BEGINNING.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any lot or other portion of the Assessable Property, including resort memberships which is subject to assessment excluding Mortgages or others having such interest merely as security for the performance of an obligation unless and until said Mortgage or other security interest holder has acquired title to any lot or portion of the Assessable Property pursuant to a foreclosure or any proceeding equivalent to or in lieu of a foreclosure.

1.9 "Referendum" shall mean and refer to a matter to be voted upon by the membership at other than a meeting of the members.

1.10 "Tenant" shall mean and refer to any person occupying any lot within the property, which person is other than the owner of that lot.

1.11 "Developer" shall mean and refer to that private company with whom this Declaration will authorize the Property Owners Association to negotiate a contract for completion of the amenities.

1.12 "Resort Membership" shall mean and refer to the sale of a right of access to the common areas and amenities by the developer or any successor in interest, to any person or entity not owning a lot or other portion of the assessable property.

## Article 2 - Association

2.1 Purpose. The purpose of the Crystal Mountain Property Owners Association, hereinafter referred to as the "Association", shall be to own and manage the common areas and to perform other functions in behalf of the owners and Tenants of the Property and for the general welfare of the community as specified in the Declaration.

2.2 Board of Directors. The Association shall be governed by a Board of Directors, hereinafter referred to as the "Board", initially consisting of the committee elected by the owners to create this Declaration. Within one year after the establishment of this Declaration, the Board shall hold an election of the owners and elect three owners to the board to replace the committee. Thereafter, one replacement member of the board will be elected at each annual meeting of the Association.

2.3 Membership. Every owner of a lot, Resort Membership or other portion of the Property subject to assessment by the association under the terms of this Declaration shall automatically be a member of the Association; provided that any Mortgagee or others having such interest merely as security for performance of an obligation shall not be a member of the Association unless and until said Mortgagee or other security interest holder has acquired title to any lot or portion of the assessable property pursuant to a foreclosure or any proceeding equivalent to or in lieu of a foreclosure. Membership shall be appurtenant to, shall be an incident of, and shall not be separated from ownership of any such lot, Resort Membership or other portion of the assessable Property, and such ownership shall be the sole qualification for membership. Also, every tenant, as defined herein shall automatically be a member of the Association, provided such Tenant furnishes satisfactory evidence of tenancy to the Association, as prescribed in the Association By-Laws.

2.4 Voting Rights. The Association shall have five (5) classes of voting membership:

(A) Class A-1 Members shall be all owners of Class A lots and which owners also occupy said lots. Class A-1 Members shall be entitled to four (4) votes for each Class A lot which they own and occupy. When more than one person holds such interest or interests in any such lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than four (4) votes be cast with respect to any such lot held by such Class A-1 members.

(B) Class A-2 Members shall be all owners of Class A lots and which owners do not occupy said lots. Class A-2 Members shall be entitled to two (2) votes for each Class A lot which they own and do not occupy. When more than one person holds such interest or interests in any such lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any such lot held by such Class A-2 members.

(C) Class A-3 Members shall be all Tenants of Class A lots. Class A-3 Members shall be entitled to two (2) votes for each Class A lot which they occupy. When more than one person is a Tenant of any such Class A lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any such lot held by such Class A-3 members.

(D) Class B members shall be the owners of Class B lots and shall be entitled to two (2) votes for each lot in which they hold an interest required for membership herein. When more than one person holds such interest or interests in any such lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any such lot held by such Class B members.

(E) Class C members shall be the owners of resort memberships and shall be entitled to one (1) vote.

2.5 Suspension of voting rights. Any member who is in violation of this Declaration or of the Associations By-Laws, Rules or Regulations, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any member who fails or refuses to pay any dues, Assessments, or other charges prescribed herein, in the By-Laws or by the Board shall not be entitled to vote during any period in which such dues, Assessments or other charges remain unpaid.

2.6 Proxy and Absentee Voting. Except as specifically authorized herein, no member shall be entitled to assign his or its right to vote, by power of attorney, by proxy, or otherwise, and no vote or votes shall be valid unless cast in person by the member; provided, however:

(A) That in the case of a joint or common ownership, any one such member shall be entitled to cast the vote or votes with respect to any such lot held in joint

or common ownership.

(B) That in the case of a corporate or other business entity membership, the vote or votes may be cast by an authorized officer of such corporation or business entity.

(C) That in the case of members absent from meetings the filing of a proxy may be allowed by the Board and in accordance with these Covenants.

(D) That in the case of a member absent from a referendum, the filing of an absentee ballot may be allowed by the Board and in conformance with the By-Laws.

2.7. Membership List. The Board shall adopt a method by which it will be apprised of the names, addresses and phone numbers of all members and of the number of votes to which each is entitled under the provisions herein.

### Article 3 - Property Rights and Restrictions

3.1 Common Areas. In the subdivision plats on file in the office of the Sanpete County Recorder, there are areas dedicated as Common Property which shall be used as parkland, recreational areas and for other community purposes. Said tracts, together with such other tracts or parcels of Association Property as the Board may, in its absolute discretion, from time to time by resolution designate for the common use and enjoyment of the members, is hereafter collectively referred to as "Common Area".

3.2 Easements. Every member of the Association shall, by reason of such membership, have a right and easement of enjoyment in and to all common areas, and such easement shall be appurtenant to and shall pass with every lot or other portion of the assessable property upon transfer thereof. A member's right of enjoyment in the common areas shall automatically extend to all members of his or her household and all tenants residing on any part of the property. The member's rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area or for any service performed by the association.

(B) The right of the Association to suspend the voting rights and the right to use the Common Areas and any facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations as determined by the Board after process.

(C) The right of the Association to dedicate, sell or transfer all or part of the Common Area free and clear of all rights, easements, privileges and liens, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that any such action shall have the assenting vote of fifty-one percent (51%) of the votes cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present; or, provided that any such action shall have the assenting vote of two-thirds (2/3rds) of the votes cast at a referendum as defined herein for which proper notice as prescribed herein is sent.

(D) The right of the Association to reasonably limit the number of guests of a member.

(E) The right of the Association to contract with a private company to complete the amenities and sell resort memberships to the public as compensation. Said contract to include the exclusive right of the private company to annex additional tracts to the development.

(F) The right of the Association, in accordance with its By-Laws and these covenants, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said common area, provided that any such action shall have the approval of fifty-one percent (51%) of the members cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present. In the event of a default upon any such mortgage, the lender's

rights hereunder shall be limited to a right, after taking possession of such common area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Area shall be returned to the Association and all rights of the members hereunder shall be fully restored; or in the alternative and at the discretion of the Board, such mortgage may be secured by an assignment of the maintenance fees.

(G) The right of the Association to take steps as are reasonably necessary to protect the Common Areas from foreclosure;

(H) The right of the Association to grant easements or rights-of way for public utility purposes.

(I) The right of the Association to adopt and promulgate reasonable rules and regulations, not inconsistent with this Declaration, or the Association's By-Laws, pertaining to the use, enjoyment, and preservation of the Common Areas, or to the safety and convenience of the users thereof. In establishing admissions and other fees, and in adopting and promulgating rules and regulations, the Association Board may, in its discretion, establish reasonable classifications of users and may establish different fees, rules, and regulations for each such class.

(J) The right of the Association to participate in mergers and consolidations with other non-profit corporations for the same purpose provided that any such action shall have the assenting vote of fifty-one percent(51%) of the votes cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present; or , provided that any such action shall have the assenting vote of two-thirds (2/3rds) of the votes cast at a referendum as defined herein for which proper notice as prescribed herein is sent.

(K) The right of the Association to appoint an Architectural committee which shall have the power to promulgate rules governing the form and content of plans and specifications to be submitted for approval or requiring improvements to be made upon the property, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval, and may establish procedures for conducting the business of the committee.

#### Article 4 - Assessments

4.1 Covenants. The members of the Association, for themselves, and for their heirs, successors-in-interest and assigns shall be required for each lot or other portion of the assessable property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, with respect to each such lot or other portion of the assessable property owned by them, to pay to the Association the monthly and special assessments to be fixed, assessed and collected by the Board from time to time as provided herein. Each such monthly and special assessment, together with such interest and cost of collection as are hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the respective lots or other portions of the assessable property. Each such monthly and special assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successor-in-title unless expressly assumed by them, however, they shall continue as a lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the property, or any portion or by renting, leasing or otherwise permitting occupancy of his property to another party. However, in the event an owner fails to pay maintenance fee and sells his lot or transfers ownership by any means or in any manner, the new lot owner shall also be obligated and the delinquent fees shall remain a lien against the property until paid.

4.2 Endowment Fund. The board shall have the power to review the plan of a

proposed Endowment Fund and to accept the proceeds of the Endowment fund in lieu of the monthly assessments of the property owners who are the participants therein. Such acceptance by the Board shall be binding and shall require unanimous approval of all the members of the Association before it can be altered.

4.3 Purpose. The Board shall apply all funds received by the Association pursuant to the terms of the Declaration to the following purposes:

(A) To the payment of principal and interest on all loans, bonds, promissory notes, mortgages or other evidences of indebtedness of the Association.

(B) To the payment of all costs and expenses of the Association.

(C) To the establishment of reserve accounts, sinking funds, and security deposits to accomplish any of the foregoing purposes.

(D) To the acquisition of such insurance as may be necessary to protect the interest of the Association as they appear.

4.4 Monthly. The monthly assessment amount shall be determined by the Board, and may be changed by them as they deem it to be in the best interest of the Association.

4.5 Special for Capital Improvements. In addition to the monthly assessments authorized herein, the Board may levy in any assessment year or series of assessment years, a special assessment or series of assessments for the purpose of defraying, in whole or in part, the cost of acquiring, construction, reconstructing, altering, enlarging, laying, renewing, or replacing any of the facilities or amenities of the Association, including all necessary fixtures and personal property related thereto.

4.6 Uniform Rate. Both annual and special assessments shall be fixed at a uniform rate for all Class A and for all Class B lots, by the Board. This requirement shall in nowise affect the right of the Board to accept the payments of the Endowment fund in lieu of the assessments of the Endowment fund participants.

4.7 Date and Notice of Commencement. The assessments provided herein shall commence on the date fixed by the Board to be the date of Commencement, provided that said commencement shall be the first day of the calendar month. Notice of the monthly assessment shall be sent to each owner subject thereto at least thirty (30) days in advance of each monthly assessment.

4.8 Due Dates. The due dates shall be established by the Board, upon which dates the assessments for any month shall become due and payable. The due date or dates of any special assessment or assessments, authorized as herein provided, shall be fixed by the Board in the resolution authorizing such assessment or assessments, subject to the same notice and payment requirements pertaining to monthly assessments.

4.9 Roster of Properties. The Board shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the monthly assessment, which roster shall be kept by the Treasurer of the Association, and shall record payments of assessments, and shall be open to inspection any member of the Association at reasonable times.

4.10 Certification of Payment. The Board shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.11 Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date therefor, shall be delinquent and shall bear interest from and after the due date at a rate per annum until paid, which rate shall be established by

the Board not to exceed any interest rate prohibited by applicable usury laws.

4.12 Remedies for Non-Payment. The Board may bring an action at law in the name of the Association against the owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the property, and may also seek a deficiency decree, in accordance with the laws of the State of Utah applicable to the exercise of powers of sale or foreclosure in deeds of trusts or mortgages, or may seek redress in any other manner permitted by law or equity, and there shall be added to the amount of such delinquent assessment the costs and expenses of such action, sale or foreclosure, and reasonable attorney's fees.

4.13 Property Taxes. The Association shall have the right to pay the property taxes on the day that they are due for any member who fails to do so himself. In the event that the Association pays the taxes, they shall have a lien against any lot or other portion of the Property which lien shall accrue interest and penalty at the same rate that the delinquent taxes would have if they had not been paid. The Association shall have the right to foreclose the aforementioned lot or other portion of the property at such as the would have been sold to the public for delinquent taxes if they had not been paid by the Association.

Article 5 - General Conditions

5.1 Amendment. These covenants may be amended provided that any such action shall have the approval of the Developer and the assenting vote of fifty-one percent (51%) of the votes cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present; or, provided that any such action shall have the assenting vote of two-thirds (2/3rds) of the votes cast at a referendum as defined herein for which proper notice as prescribed herein is sent.

5.2 Interpretation. The Board shall have the right to construe and interpret the provisions of this Declaration in the absence of an adjudication by a court of competent jurisdiction to the contrary. Its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

5.3 Quorum. At the first meeting called for taking any action authorized herein, the presence at the meeting of members or proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a Quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth herein, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.4 Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the association at the time of such mailing, and which notice is deposited in the United States mail no less than ten (10) days and no more than sixty days (60) prior to any proposed action provided for herein, and which notice sets forth the proposed action and date, time and place it is to be acted upon.

5.5 All Grantees Bound. Each grantee, by accepting a deed, lease or any other instrument conveying any interest in any portion of the property or any lot, covenants and shall be conclusively deemed to have covenanted, for himself, his heirs, successors in interest, and assigns to observe, perform, and to be bound hereby, whether or not said deed, lease, or other instrument incorporates or refers to this Declaration.

5.6 Assignment of Powers. Any and all rights and powers of the Developer herein contained may be delegated, transferred, or assigned. Whenever the term Developer is used herein, it includes assigns or successors-in-interest of the Developer.

5.7 Developer's use Rights. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for the Developer to construct and maintain upon the Property such structures and facilities as in the sole opinion and discretion of the developer may be reasonably required, convenient or incidental to the Development and Marketing of the property or resort memberships.

5.8 Resubdivision Prohibited. No lot or other portion of the property shall be split, divided, or resubdivided by or for sale, resale, gift, or other transfer, except as may be deemed necessary to resolve boundary dispute by deeds of correction or authorized by a city government in the event that the property falls within the bounds of an incorporated city.

5.9 Change of Circumstance. No change of conditions or circumstance shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

5.10 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

5.11 Power of Contract. The Board shall be entitled to contract with any firm, corporation or other entity for the performance of the various obligations, duties, and discretionary services which the Association must or may perform pursuant to the terms of this Declaration, and the performance of any such entity shall be deemed performance by the Association hereunder.

5.12 Conflicts. This Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or other laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflicts, the most restrictive provisions of such laws, rules, regulations, deeds, leases or this Declaration shall be taken to govern and control.

5.13 Headings and Titles. All headings and titles of articles, sections and subsections are for convenience only, and shall not affect the meanings or interpretations of the contents thereof.

5.14 Creation of a Successor to the Association. If for any reason the Association shall cease to exist without first assigning its rights, powers, duties and obligations to a successor, the covenants, conditions restrictions, assessments, charges and liens imposed hereunder shall nevertheless continue and the Developer or any owner may petition a court of competent jurisdiction to have a Trustee appointed for the purpose of organizing a non-profit membership Association and assigning the rights, powers, duties and obligations of the newly organized Association, subject only to the provisions of this Declaration.

*We the committee hereby recommend these covenants to the association.*

*Ramona Tomask  
Charukellum  
Tom W. Pearson  
Kenneth V. Kendall*



EXHIBIT "A"

Any and all interest Zions Bankcorporation may have to all of the following:

- 54700 ✓ Plat A, Lots 1-45 & Common Area
- ✓ Plat B, Lots 1-41
- ✓ Plat C, Lots 1-36
- ✓ Plat D, Lots 1-31
- ✓ Plat E, Lots 1-39
- ✓ Plat F, Lots 1-37
- ✓ Plat G, Lots 1-48
- ✓ Plat H, Lots 1-41 & Common Area
- ✓ Plat I, Lots 1-46
- ✓ Plat J, Lots 1-43 & Common Area
- ✓ Plat K, Lots 1-39
- ✓ Plat L, Lots 1-26 & Common Area
- ✓ Plat M, Lots 1-56 & Common Area
- ✓ Plat N, Lots 1-48
- ✓ Plat O, Lots 1-51
- ✓ Plat P, Lots 1-16
- ✓ Plat Q, Lots 1-67
- ✓ Plat R, Lots 1-23 & Common Area

INDIAN RIDGE, a summer home subdivision, according to the official plat thereof, filed in the office of the County Recorder of Sanpete County.

Plat L, Lots 5LH, 14LH, and 17LH the Highlands according to the official plat thereof on file in the office of the Sanpete County Recorder, Sanpete County, Utah,

773

691

## AFFADAVIT

On behalf of the property owners Association of the old Indian Ridge Ranch/New Crystal Mountain Resort, I, Paul Clint, have prepared a membership roster of all the property owners and, under the direction of the Covenants Committee duly elected by the property owners, I have caused a vote to be taken at both a meeting of the property owners and by referendum.

I, further certify that the results of the aforementioned vote are shown on the Membership Roster hereto attached.

I further certify that I have personally verified both the ownership and the validity of the signatures thereto attached and that I have attempted to contact every member of the association either in person or by mail to allow them the opportunity to vote.

I now therefore declare the covenants amended and submit them to the Sanpete County recorder to be recorder against the properties upon which they shall be binding. (See Exhib. A)

Signed by my hand this 22 day of August, 1989.

8/22/89

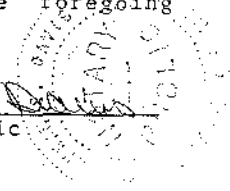
Paul Clint

Personally appeared before me this 22 day of August, 1989, Paul Clint who acknowledged that he executed the foregoing instrument.

Residing: Spanish Fork, UT

My Commission Expires: 4/3/93

Susan J. Davis  
Notary Public



RESOLUTION

In accordance with the demands of the Sanpete County Attorney, more fully described in the letter of September 22, 1989, attached hereto and by this reference made a part hereof, we the covenants committee, duly elected at a meeting of the property owners association hereby amend the Declaration of Covenants, Conditions and Restrictions of Crystal mountain as follows;


1- The words "subject to assessment by the association under the terms of this declaration" are hereby deleted from paragraph 2.3.

2- The sentence " The association shall maintain all of the common property, roads and easements within the recorded plats." is hereby added to paragraph 2.1.

  
\_\_\_\_\_  
Tom Vernon

  
\_\_\_\_\_  
Ramona Tomsik

  
\_\_\_\_\_  
Charles Cummins

  
\_\_\_\_\_  
Kenneth Kendall

776  
OFFICE OF THE  
SANPETE COUNTY ATTORNEY

Sanpete County Courthouse

Manti, Utah 84642

Ross C. Blackham  
Sanpete County Attorney

September 22, 1989

Boyd Fullmer  
Attorney at Law  
2188 Highland Drive #201  
Salt Lake City, Utah 84106 .

Dear Boyd:

Pursuant to my meeting with you and Paul concerning the renaming of Indian Ridge Subdivision and the filing of amended covenants I made the following two suggestions to you. That in paragraph 2.3 discussing membership that it be made to require that every lot owner be required to be a member of the association. I suggested doing that by eliminating the words in that (subject to assessment by the association under the terms of this declaration). This is pursuant to the requirements of our zoning code.

My other comment to you was that the Sanpete County Zoning Code requires that the association shall be responsible for maintaining all common property and that I did not see any such requirement in your covenants. That needs to be added.

Sincerely,



ROSS C. BLACKHAM  
Sanpete County Attorney

RCB/lp

GRANTOR'S I  
GRANTEES H

ENTRY NO. BK. 272 PG 430-34

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS 1956 AUG 7 PM 12:48

DEDICATION OF COMMON AREAS REQUEST OF Paul Clint  
JANEY J. LUND SANPETE CO. RECORDER

Whereas, Indian Ridge Inc., a Utah Corporation undertook development of certain real property located in Sanpete County, State of Utah, commonly referred to as Indian Ridge and more particularly defined as the property owned by the members of the Indian Ridge Ranch Property Owners Association (said real property hereinafter referred to as "Indian Ridge") and;

Whereas, Indian Ridge Inc. sold lots in Indian Ridge with the intent to provide all of the members of the Indian Ridge Ranch Property Owners Association hereinafter referred to as "Members", with the use and enjoyment of all the common areas and facilities presently located on property adjacent to Indian Ridge which they anticipated would be annexed to Indian Ridge, and

Whereas, Indian Ridge Inc. failed to grant to the Indian Ridge Ranch Property Owners Association, title to the common areas as such common areas are designated on the official plats of Indian Ridge of record with the Sanpete County Recorders office, and further failed to dedicate as common areas certain real property which was intended to be set aside as common areas for the common use and enjoyment of all of the members and;

Whereas, the undersigned as interest holders in Indian Ridge have determined that the status of the common areas should be resolved and clarified;

NOW, THEREFORE, the undersigned hereby dedicates as common areas of Indian Ridge, the real property located in Sanpete County, State of Utah, more particularly described in Exhibit "B" attached hereto and made a part hereof by reference.

Furthermore, the undersigned hereby grants in favor of each and every member as easement and perpetual right of use as to the common areas more particularly described in Exhibit "B" and in Exhibit "C" attached hereto and made part hereof by reference. This easement shall be subject to and restricted by the provisions of the rules and by-laws of the Indian Ridge Ranch Property Owners Association they presently or as they hereinafter may be amended or enacted.

This dedication of common areas and grant of easement shall be binding upon the undersigned, their heirs, executors, administrators and assigns.

Dated: August 7, 1986.

Indian Ridge, Inc.

By: Paul Clint  
Its: President

State of Utah )  
                  : ss.  
County of Utah )

On the 7th day of August, 1986, personally appeared before me Paul Clint, who being by me duly sworn did say that he is the President of Indian Ridge Inc., the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Paul Clint acknowledged to me that said corporation executed the same.

Christine Robertson  
NOTARY PUBLIC  
Residing at:  
Springville, Utah

My Commission Expires:  
4-14-90



Dated: August 7, 1986.

Indian City, Inc.

By: Paul Clint  
Its: President

State of Utah            )  
                              ):    ss.  
County of Utah         )

On the 7th day of August, 1986, personally appeared before me Paul Clint, who being by me duly sworn did say that he is the President of Indian City Inc., the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Paul Clint acknowledged to me that said corporation executed the same.

Christine Robertson  
NOTARY PUBLIC  
Residing at:  
Springville, ut

My Commission Expires:  
4-14-90



EXHIBIT "B"

/ Those areas designated and dimensioned as common areas on the official plat thereof for section A, Indian Ridge recorded in the office of the recorder, Sanpete County Utah.

/ Also, those areas designated and dimensioned as common areas on the official plat thereof for section H, Indian Ridge Ranch recorded in the office of the recorder, Sanpete County Utah.

/ Also, those areas designated and dimensioned as common areas on the official plat thereof for section J, Indian Ridge Ranch recorded in the office of the recorder, Sanpete County, Utah.

/ Also, those areas designated and dimensioned as common areas on the official plat thereof for section L, Indian Ridge recorded in the office of the recorder, Sanpete County, Utah.

/ Also, those areas designated and dimensioned as common areas on the official plat thereof for section M, Indian Ridge recorded in the office of the recorder, Sanpete County, Utah.

/ Also, those areas designated and dimensioned as common areas on the official plat thereof for section R, Indian Ridge Ranch recorded in the office of the recorder, Sanpete County, Utah.



Also, commencing at a point located North 7704.61 feet and West 9631.58 feet from the Southeast corner of Section 19, Township 12 south, Range 4 East, Salt Lake Base and Meridian; thence North 61°56'38" West 495.40 feet; thence West 450.00 feet; thence North 15°30' East 270.00 feet; thence North 9° 53'35" West 348.10 feet; thence North 71°28' 59" West 350.00 feet; thence South 60°18'59" West 300.00 feet; thence North 0°00' 53" East 624.55 feet; thence East 849.86 feet; thence South 5°00' West 790.00 feet; thence South 55° 00' East 380.00 feet; thence East 450.00 feet; thence South 10°10' 40" West 425.00 feet to the point of beginning. Area=17.97 acres.

Also, commencing at a point located North 6,591.95 feet and West 11,877.84 feet from the Southeast corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence North 45°16'21" West 180.00 feet; thence North 73°22' 55" East 260.00 feet; thence South 13°46'07" East 130.00 feet; thence South 63°50'16" West 169.57 feet to the point of beginning. Area=0.72 acres.

Also, commencing at a point located North 9,372.71 feet and West 8,022.87 feet from the Southeast corner of Section 19, Township 12 south, Range 4 East, Salt Lake Base and Meridian; thence North 4°49'20" West 306.45 feet; thence East 864.74 feet; thence South 70°00' West 892.82 feet to the point of beginning. Area=3.03 acres.

Also commencing at a point located North 7,588.81 feet and West 4,821.67 feet from the Southeast corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence North 24°13'52" West 415.00 feet; thence North 89°53'15" East 1070.00 feet; thence South 67° 04' 23" West 976.84 feet to the beginning. Area=4.65 acres.

Also, commencing at a point located North 5,343.26 feet and West 13,312.94 feet from the Southeast corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence North 41° 00' West 700.00 feet; thence South 0°00'23" West 254.95 feet; thence South 59°14'24" East 534.46 feet to the point of beginning. Area=1.34 acres.

Also, commencing at a point located North 3,586.28 feet and West 11,582.55 feet from the Southeast corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence North 16°00' West 725.00 feet; thence North 20° 00' East 413.95 feet; thence South 2°30' East 357.53 feet; thence South 35°00' East 300.00 feet; thence South 15°00' West 500.00 feet to the point of beginning. Area=3.30 acres.

Also, commencing at a point located North 3,018.77 feet and West 12,721.68 feet from the Southeast corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence South 89° 23' 35" West 300.00 feet; thence North 34° 56' 51" West 662.53 feet; thence North 30° 00' West 170.00 feet; thence North 15°00' West 130.00 feet; thence North 5° 00' East 200.00 feet; thence North 20° 00' East 170.00 feet; thence North 45° 17' 51" East 152.13 feet; thence South 70° 33'11" East 447.06 feet; thence South 20°00' East 300.00 feet; thence South 8° 30' East 600.00 feet; thence South 0°21'30" East 254.52 feet to the point of beginning. Area=15.87 acres.

008102

24-12-3E-5  
18-12-4E-8  
19-12-4E-7  
20-12-4E-12  
13-12-3E-9  
14-12-3E-13  
23-12-3E-10

ENTRY NO.

DX 302 PG 765-794

1990 JAN 19 PM 12:13 \$413.50

REQUEST OF Paul Clint  
JANET J. LUND SANPETE CO. RECORDER

C I  
N

BY Paul Clint DEPUTY

Indian Ridge

AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned parties are the owners of lots in the Indian Ridge Ranch Subdivisions located in Sanpete County, Utah, against which there are on file three separate sets of covenants in the Sanpete County Recorders office which covenants are attached hereto as exhibits "A", "B" and "C"; and,

Whereas, the aforementioned parties are in agreement that all three sets of covenants should be amended to provide a single set of Covenants, Conditions and Restrictions governing the property; and,

Whereas, the owners have created a property owners association to administer the duties, and protect the rights described herein;

Now therefore, the undersigned parties, for themselves, their heirs, successors-in-interest, and assigns, hereby amend the covenants hereto attached as exhibits "A", "B" and "C" and establish these covenants as the sole operative and enforceable covenants regulating the properties known as "The Highlands", "The Indian Ridge Ranch Subdivisions" or "Crystal Mountain" which are now or may hereafter be made of record in Sanpete County, Utah, and declare that the property shall henceforth be known as CRYSTAL MOUNTAIN.

ARTICLE 1 - DEFINITIONS

1.1 "Assessable Property" shall mean and refer to the entire property except such parts thereof as may from time to time constitute "Exempt Property" as herein defined.

1.2 "Class A lots" shall mean and refer to any lot upon which a building has been completed and is habitable or usable as intended as determined by an architectural committee or an official of an applicable public agency.

1.3 "Class B lots" shall mean and refer to any vacant lot or lots, upon which a building has not been completed.

1.4 Declaration" shall mean and refer to this Declaration of Covenants Conditions and Restrictions as recorded in the office of the Sanpete County Recorder, Sanpete County, Utah.

1.5 "Exempt Property" shall mean and refer to the following;

(A) All real property owned and maintained by the United States, the State of Utah, or any agency or instrumentality of such an entity, for so long as such entity, agency, or instrumentality shall be the owner thereof;

(B) All real property owned and maintained by the Association for so long as the Association may be the owner thereof;

(C) All real property exempted from taxation by both the laws of the State of Utah and the laws of Sanpete County.