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Rhonda Francis Summit County Recorder

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**FIRST AMENDMENT TO AND RESTATEMENT OF THE  
COMBINED, AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AND RESERVATION OF EASEMENTS  
FOR  
DEER CREST  
A PLANNED RECREATIONAL DEVELOPMENT  
Wasatch and Summit Counties, Utah**

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THIS FIRST AMENDMENT TO AND RESTATEMENT OF THE COMBINED, AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR DEER CREST (the "Master Declaration") is made on this 30th day of December, 2024, by DEER CREST MASTER ASSOCIATION ("Master Association") based on the affirmative vote of more than 67% of the Members of the Master Association. This instrument does not change the effective date of the Original Master Declaration or any Amendment or Supplement (all defined below). To the extent available, the laws in effect at the time of the Original Master Declaration shall govern this instrument.

**RECITALS:**

A. The original Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest was recorded November 3, 1997 in the official records of the Wasatch County Recorder as Entry No. 00198235 in Book 00363 at Pages 00542-00613 and in the official records of the Summit County Recorder as Entry No. 00492181 in Book 01093 at Pages 00139-00210 (the "Original Master Declaration"). All

capitalized terms used herein without further definition shall have the meaning ascribed in the Original Master Declaration or the Amendments.

B. The Original Master Declaration was amended to modify existing or add new provisions thereto as set forth in the following instruments, all of which provisions are incorporated herein (each, an "Amendment" or together, the "Amendments"):

1. First Amendment to the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Inherent Risks of Skiing)  
Dated October 5, 2005  
Recorded October 18, 2005 in Wasatch County  
Entry #290603 in Book 796 at Pages 76-97
2. Supplemental and Amended Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Rentals) (See also #4 and #6 below)  
Dated March 3, 2009  
Recorded July 28, 2009 in Wasatch County  
Entry #350749 in Book 996 at Pages 1476-1502  
Recorded July 28, 2009 in Summit County  
Entry #00878767 in Book 1994 at Page 1953
3. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Mortgagee Rights)  
Dated May 19, 2014  
Recorded August 4, 2014 in Wasatch County  
Entry #403160 in Book 1109 Pages 1452-1483  
Recorded August 4, 2014 in Summit County  
Entry #01000261 in Book 2251 at Page 808
4. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Rentals). (See also #2 above and #6 below)  
Dated May 19, 2014  
Recorded August 4, 2014 in Wasatch County  
Entry #403161 in Book 1109 at Pages 1484-1515  
Recorded August 4, 2014 in Summit County  
Entry #01000262 in Book 2251 at Page 840
5. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned

- Recreational Development, Wasatch and Summit Counties, Utah (Specific Assessments for Claims)  
Dated May 19, 2014  
Recorded August 4, 2014 in Wasatch County  
Entry #403162 in Book 1109 at Pages 1516-1548  
Recorded August 4, 2014 in Summit County  
Entry #01000263 in Book 2251 at Page 872
6. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Voting Requirements, Rental Policy Clarification, and Personal Guarantees) (See also #2 and #4 above regarding rentals)  
Dated December 28, 2015  
Recorded January 13, 2016 in Wasatch County  
Entry #420069 in Book 1148 at Pages 1652-1681  
Recorded January 13, 2016 in Summit County  
Entry #01036804 in Book 2333 at Page 1446
7. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Co-Ownership)  
Dated December 27, 2017  
Recorded January 5, 2018 in Wasatch County  
Entry #447159 in Book 1212 at Pages 163-192  
Recorded January 8, 2018 in Summit County  
Entry #01084657 in Book 2445 at Page 1318
8. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest. A Planned Recreational Development Wasatch and Summit Counties, Utah (Reinvestment Fees)  
Dated December 27, 2020  
Recorded January 5, 2021 in Wasatch County Recorder  
Entry #491649 in Book 1332 Pages 500 – 536  
Recorded January 5, 2021 in Summit County  
Entry #01152154 in Book 2631 page 0356
9. Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, A Planned Recreational Development, Wasatch and Summit Counties, Utah (Solar Moratorium)  
Dated December 26, 2021  
Recorded January 3, 2022 in Wasatch County  
Entry #513194 in Book 1392 Pages 999-1019

Recorded January 3, 2022 in Summit County  
Entry #01180729 in Book 2715 Page 1707

C. The Original Master Declaration has been supplemented numerous times as follows to add Additional Property and/or to impose additional provisions on the land subject to such supplements (each, a “Supplement” or together, the “Supplements”):

1. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Crest Estates UPCMC 8 Lot Subdivision Wasatch County, Utah  
Dated October 15, 1998  
Recorded October 27, 1998 in Wasatch County  
Entry #00207963 in Book 400 Pages 524-530
2. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Roosevelt Gap Master Parcel Plat, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209777 in Book 408 at Pages 418-424
3. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Hollow Village (now Founders Place) Subdivision, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #209778 in Book 408 at Pages 425-429
4. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Snowtop Subdivision, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209779 in Book 408 at Pages 430-434
5. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Crest Estates Subdivision – Phase 2, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209780 in Book 408 at Pages 435-439
6. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Hollow Master Parcel Plat, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209781 in Book 408 Pages 440-446

7. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Jordanelle Village Master Parcel Plat, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209783 in Book 408 at Pages 456-462
8. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Crest Estates UPCMC 4 Lot Subdivision, Wasatch County, Utah  
Dated January 30, 2000  
Recorded July 5, 2000 in Wasatch County  
Entry #00225374 in Book 467 Pages 354-360
9. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Hidden Hollow Subdivision, Summit County, Utah  
Dated November 14, 2005  
Recorded November 17, 2005 in Summit County  
Entry # 00758958 Book 1752 Pages 421-428
10. Supplemental Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Deer Crest, Deer Pointe Unit Neighborhood Association, Wasatch County, Utah  
Dated January 1, 2008  
Recorded January 15, 2008 in Wasatch County  
Entry # 330797 in Book 958 Pages 649-655

D. The Revised Deer Crest Master Plan dated August 28, 1997 (the "Master Plan") was recorded as an exhibit to the Original Master Declaration and is attached hereto as Exhibit A-2.

E. At the time the Original Master Declaration was recorded, Deer Crest Associates I, L.C. was the Declarant and the owner or lessee of all of the land governed by the Original Master Declaration (the "Initial Property"). Certain lands immediately adjacent to the Initial Property were then owned by Declarant or third parties and were referred to in the Original Master Declaration as the "Additional Properties". The Supplements have added all of such Additional Property to Deer Crest except the Additional Property referred to as the Weilenmann Property. Hence, Deer Crest now includes the Initial Property and all of the Additional Properties except the Weilenmann Property, all of which (other than the Weilenmann Property) is referred to herein as the "Deer Crest Property". The Deer Crest Property is situated in Summit and Wasatch Counties within the State of Utah and is more particularly described in Exhibit A-1 attached hereto. The Weilenmann Property is more particularly described in Exhibit B attached hereto.

F. The Master Association and the Members and Owners (including the Declarant) together are now the owners or lessees of the Deer Crest Property. The Deer Crest Property has been developed into a planned recreational development situated in Wasatch and Summit Counties, Utah and referred to herein as the “Deer Crest Project”. The Deer Crest Project contains neighborhood areas and a mixture of single family, multifamily, commercial and recreational uses. The Deer Crest Project also contains private roadways, open space, ski runs, ski ways, trails, and other amenities that constitute Common Elements of the Deer Crest Project, some of which may be used and enjoyed by the general public when expressly indicated herein.

G. Deer Crest Associates I, L.C. has or will deed ownership of the Common Elements to the Master Association and has also delegated and assigned the powers of owning, maintaining and administering the Common Elements to the Master Association. Deer Crest Associates I, L.C. has also delegated to the Master Association the duties of administering and enforcing the Master Declaration, including the duties of establishing, collecting and disbursing the assessments and charges as hereinafter provided, and duties related to the operation, maintenance, repair and replacement of the Common Elements.

H. The Deer Crest Project includes separate Unit Neighborhood Associations covering the multifamily and commercial portions of the Deer Crest Project. Each Unit Neighborhood Association maintains the neighborhood common area within its boundaries, provides for the management and operation of such Unit Neighborhood Association, administers and enforces the terms of its respective Neighborhood Declaration, and levies and collects assessments within its boundaries, including assessments allocated to the Unit Neighborhood Association by the Master Association pursuant to this Master Declaration.

I. The Master Association and the Members combined the Original Master Declaration and all Amendments into a single document, updated the legal description of the Deer Crest Property to include the Additional Property that was added through the Supplemental Declarations, replaced the legal description of land that was previously described by metes and bounds with platted legal descriptions, updated other provisions of the Declaration including those relating to Undeveloped Density Units, assessments, voting and rentals, and amended the Master Declarations to accomplish the foregoing by recording the Combined and Restated Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in the official records of Wasatch County January 11, 2023 as Entry #528542 in Book 1432 beginning at Page 386 and recorded in the official records of Summit County January 11, 2023 as Entry # 01199599 in Book 2768 beginning at Page 1800. The Supplements include provisions relating specifically to the subdivisions governed thereby and such provisions were not combined or consolidated into the combined declaration or this instrument. Each Supplement continues to affect only the land described therein.

J. Upon recordation of this First Amendment to and Restatement of the Combined and Restated Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements in the official records of the Wasatch and Summit County Recorders, the Master Declaration is hereby amended and all references to the Master

Declaration shall mean this instrument, together with the additional terms added by the Supplements and any future amendments hereto, and all of the Deer Crest Property shall be subject to the Master Declaration and the provisions hereof.

## ARTICLE 1

1.1 General Purposes. This Master Declaration is intended to set forth a general plan of development of the Deer Crest Project and subject the Deer Crest Property to certain covenants, conditions and restrictions, all as set forth in this Master Declaration and the Supplements, and all of which are deemed to be covenants running with the land, mutually burdening and benefiting the land subject thereto. This Master Declaration establishes and provides for the continued maintenance of the Deer Crest Project as an attractive and desirable resort community containing neighborhood areas and a mixture of single-family, multifamily, commercial, and recreational uses, as well as open space, ski runs, ski ways, trails, private roadways, and other amenities.

1.2 Densities and Entitlements. The densities and entitlements for the Deer Crest Project are generally defined in the Amended Density Determination and the Settlement Agreement, each as defined below. The Supplements added additional residential units on the Additional Property added to the Deer Crest Project. On account of the foregoing and due to the filing of additional or amended plats, the Deer Crest Project now consists generally of the following:

(a) One Hundred Sixty-Two Single Family Residential Lots.

(i) Phase I of the Deer Crest Estates Neighborhood consists of one hundred twenty-five (125) single family Residential Lots and a Commercial Lot within the Initial Property.

(ii) Phase II of the Deer Crest Estates Neighborhood consists of twelve (12) single family Residential Lots on the United Park City Mines property, which was an Additional Property added by the Supplemental Declarations referred to in Recital C, items #1 and #8 above.

(iii) The Snowtop Neighborhood consists of fifteen (15) single family Residential Lots within the Initial Property.

(iv) Hidden Hollow includes five (5) single family Residential Lots in the Hidden Hollow area added as an Additional Property by the Supplemental Declaration referred to in Recital C, item #9 above.

(v) The Founders Place Neighborhood (formerly Deer Hollow Village) includes five (5) single family Residential Lots, which are included in the Founders Place Neighborhood solely for purposes of the geographic reference but shall not be included in the Founders Place Condominium Owners Association. The Founders Place Neighborhood is within the Initial Property.

(b) Founders Place Neighborhood. The Founders Place Neighborhood includes the five (5) single family Residential Lots noted above, seventy-five (75) multifamily Units and six (6) deed restricted EHU (Employee Housing Units). The Founders Place Neighborhood is comprised of all of the foregoing; provided, however that the single family Residential Lots are included only for geographic reference and are not included in the Founders Place Neighborhood or Founders Place Condominium Association. Although 83 Units were planned for the Founders Place Neighborhood, only 75 units will be platted (excluding the EHU Units). The assessments and voting under this Master Declaration are nevertheless based on 83 total Units;

(c) Roosevelt Gap Neighborhood. The Roosevelt Gap Neighborhood consists of ninety-three (93) residential Units (two of which were subsequently combined, resulting in ninety-two residential Units) and 67 hotel condominium Units within the St. Regis Hotel. Although 105 Units were planned for the Roosevelt Gap Neighborhood, only 93 units were built due to the increased average size of the Units from the originally planned 2,000 square feet. The assessments and voting under this Master Declaration are nevertheless based on 105 total Units;

(d) Deer Crest Village Neighborhood. The Deer Crest Village Neighborhood (formerly Jordanelle Village) consists of nine (9) multifamily Units and may include additional multifamily Units, certain Commercial Space (which may take the form of condominium units), and certain affordable/employee housing Units to be approved in connection with future platting of Deer Crest Village. The assessments and voting under this Master Declaration are nevertheless based on 166 total Units;

(e) Snow Park. Snow Park consists of nine (9) residences in Phase 1 and twelve (12) residences in Phase 2 for a total of 21 Units in all phases. Although 25 units were planned for Snow Park, only 21 Units were built due to the increased average size. The assessments and voting under this Master Declaration are nevertheless based on 25 total Units; and

(f) Deer Pointe. Deer Pointe consists of twelve (12) multifamily Units and is situated on land included as an Additional Property (referred to as the Land der berg Property in the Original Master Declaration) and added by the Supplemental Declaration referred to in Recital C, item # 10 above.

1.3 Additional Property. The Master Association reserves the right to subject the remaining Additional Property, the Weilenmann Property (see definition of Additional Property below in Article 2), to this Master Declaration by the recordation of a supplemental declaration. No amendment to this Master Declaration will be required to do so. The Master Association shall identify in such supplemental declaration the subject Additional Property to be added, specify the number of additional Lots or Units to be added to the Deer Crest Project on account of such addition and the number of votes and Assessment Units to be allocated to the subject Additional Property. Upon recordation of the supplemental declaration, the subject Additional Property shall be deemed added to the Deer Crest Property and the number of Lots, Units, Assessment Units and votes shall be automatically increased to include those within the



Additional Property for purposes of this Master Declaration. The supplemental declaration may modify any of the covenants, conditions and restrictions otherwise applicable to such land in the supplemental declaration where such changes are deemed necessary in the discretion of the Master Association to address a unique condition affecting or relating to the Additional Property or to more fairly allocate the benefits and obligations of membership within the Master Association. In the event that the Master Association and owner of the Additional Property fail to reach agreement on the terms of inclusion within the Deer Crest Project, the Additional Property will still have rights of access and be subject to such limitations as are summarized in Exhibit B or contained in previous agreements with the owners of the original Additional Property.

1.4 Master Association and Neighborhood Associations. Declarant created the Deer Crest Master Association as a Utah non-profit corporation and caused to be created a Unit Neighborhood Association for each separate area consisting of Units or Commercial Units. A Voluntary Neighborhood Association of Lot Owners may also be created within each such Unit Neighborhood Association. No Neighborhood Association shall have any authority to contradict or amend the terms of this Master Declaration. The Members of the Master Association are comprised of the owners of Lots, the Unit Neighborhood Associations and Declarant. Declarant has delegated and assigned the powers of owning, maintaining and administering the Common Elements and the duties of administering and enforcing this Master Declaration and of collecting and disbursing the assessments and charges hereinafter created to the Master Association.

1.5 Dedication. In order to further the general purposes stated above and to enhance and maintain the property values and enhance the aesthetic values of the Deer Crest Project, the Master Association and the Members hereby affirm the prior dedication of the Deer Crest Property to the Master Declaration, and the Deer Crest Property (and the Weilenmann Property if made subject to this Master Declaration) shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this Master Declaration and to the covenants, conditions, restrictions, equitable servitudes, reservations, easements assessments, charges, and liens provided, referred to or incorporated herein, all of which shall run with such land and all of which shall burden, benefit, and be binding upon the Owners, Members, the Master Association, Declarant, all other persons or entities having any right, title or interest in such land, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives. The Master Association and the Members and Owners acknowledge that the Original Master Declaration is hereby superseded in its entirety by this Master Declaration and the Supplements, all of which are binding on all Owners, Members, the Master Association and Declarant. To the extent such property has not been previously dedicated, the Master Association and the Members hereby dedicate the Deer Crest Property to the Master Declaration.

1.6 Right to Develop. The foregoing notwithstanding, no provision of this Master Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop the undeveloped portions of the Deer Crest Project and to exercise the rights reserved by Declarant as hereinafter provided.

**ARTICLE 2**  
**Definitions**

2.1 Unless otherwise expressly provided, the following words and phrases when used in this Master Declaration shall have the meanings hereinafter specified:

“Additional Properties” was defined in the Original Master Declaration to mean “the parcels of real property situated in Wasatch and Summit Counties, Utah described on Exhibit B attached hereto.” The original Additional Properties adjoined the Initial Property and were known as Hidden Hollow, United Park City Mines, Weilenmann and Land der Berg Properties. Because all of the Additional Properties except the Weilenmann Property have been added to the Deer Crest Property, references herein to “Additional Property” will refer only to the Weilenmann Property currently owned by persons other than Declarant; provided, however, that if the context of such use would require the term to refer to the Additional Properties as defined in the Original Master Declaration, that definition will apply.

“Amenity Project” shall have the meaning set forth in Section 3.17(d)(i).

“Articles” shall mean the Articles of Incorporation of the Deer Crest Master Association, as such Articles may hereafter be amended.

“Assessment Unit” and “Association Assessment Unit” shall have the meanings set forth in Section 3.24.

“Board” shall mean the Board of Directors of the Master Association, elected in accordance with the Articles and Bylaws of the Master Association, as such governing documents may hereafter be amended.

“Bylaws” shall mean the Amended and Restated Bylaws of the Deer Crest Master Association adopted December 27, 2018, as such bylaws may be amended from time to time.

“Capital Improvement Assessment” shall mean the charge against each Owner and the Owner’s Lot and, if applicable, against each Unit Neighborhood Association and each Super Pad Parcel, representing the portion of the costs to be paid to the Master Association for the installation, construction or reconstruction of any capital improvement on any portion of the Common Elements which the Master Association may from time to time authorize.

“Change in Control Date” shall mean date on which the Class C Membership terminates.

“Claim” shall have the meaning set forth in Section 3.17(b)(iv).

“Commercial Lot” shall mean any Lot which is designated for the purpose of conducting a commercial business.

“Commercial Space” shall mean the Commercial Lot and any Unit or other area which may be used, leased, or rented for the purpose of conducting commercial business.

Commercial Space includes, without limitation, areas used for restaurants, clubs, gift shops, barber and beauty shops, ski and bicycle shops, fitness facilities, childcare facilities, ski academy, ski school, culinary school, warehouse facilities, real estate sales facilities and recreational activity sales offices. Commercial Space may take the form of condominium units but does not include hotel or lodge condominium units or other Residential Units used, leased, or rented for overnight or longer residential accommodations.

“Commercial Unit” shall mean a Unit to be used as Commercial Space, rather than for residential purposes.

“Common Assessment” shall mean the charge against each Owner and the Owner’s Lot, and, if applicable, against each Super Pad Parcel and each Unit Neighborhood Association, representing the portion of the Common Expenses which is to be paid by such Owner or other obligor to the Master Association.

“Common Elements” shall mean all the real property, improvements, facilities and equipment owned and/or managed by the Master Association, or owned by another Person subject to a lease, license, easement or other arrangement in favor of the Master Association. The Common Elements shall exclude the common areas of any Neighborhood and all Lots and Units except to the extent covered by an easement in favor of the Master Association. The Common Elements include, to the extent of the Master Association’s interest therein, and without limitation, roads, road shoulders and appurtenances, walkways, paths, hiking and bicycle trails, Ski Facilities, street lights, signs, the west and east access gates, recreational areas, open space areas, landscaping and landscaping improvements, basins, bridges, ski bridges, ski tunnels, retaining walls, snow storage areas, drainage devices, swales, stormwater conveyance facilities, and detention basins. The Common Elements are within the Deer Crest Property and will be specified on Plats and in supplemental declarations or Neighborhood Declarations covering each portion of the Deer Crest Property or in other separately recorded documents identifying Common Elements or specifying an interest of the Master Association with respect to a portion of the Deer Crest Property. Common Elements shall also include any CATV or other communications systems or any security system operated by the Master Association or a third party for the benefit of Owners.

“Common Expenses” shall mean the expenses (including allocations for Reserves) incurred or assessed by the Master Association in fulfilling its duties.

“Declarant” shall mean Deer Crest Associates I, L.C., a Utah limited liability company, and its successors and assigns to whom Deer Crest Associates I, L.C., assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment. Declarant may convey all or a portion of a Neighborhood for purposes of development with or without assigning its rights as Declarant under this Declaration. Each Neighborhood Association may have a separate Declarant for the purposes of the Neighborhood Declaration without affecting Declarant’s rights hereunder.

“Declarant Control Period” shall mean the period commencing on the date on which the Master Association is formed and ending on the Change of Control Date.

“Deer Crest Estates Neighborhood” shall mean the Neighborhood generally identified as such on the Master Plan and more specifically identified on the recorded Plat or Plats of the Neighborhood.

“Deer Crest Project” shall have the meaning set forth in Recital F above.

“Deer Crest Property” shall have the meaning set forth in Recital E above.

“Deer Crest Village” shall mean the Neighborhood generally identified as Jordanelle Village on the Master Plan, identified as Jordanelle Village or Deer Crest Village on prior Plats, and to be identified on subsequent Plats of the area as “Deer Crest Village”.

“Deer Hollow Road”, formerly known as the Lower Deer Crest Road, has the meaning set forth in Section 4.5(a).

“Deer Hollow Village Neighborhood” originally referred to that Neighborhood generally identified as such on the Master Plan. Deer Hollow Village has now been renamed “Founders Place”, which name is reflected on the existing Plat and will be reflected on subsequent Plats of the area.

“Deer Pointe Neighborhood” shall mean the Neighborhood situated on the land previously identified as the Land der Berg Property and more particularly described on the recorded plat or plats of the Neighborhood.

“Deer Valley Agreements” shall mean the agreements between Declarant or the Master Association and the Deer Valley Resort Company identified on Exhibit C attached hereto, as amended from time to time, under which, among other things, Deer Valley Resort Company agrees to operate and maintain certain Ski Facilities on the Deer Crest Property.

“Density Determination” shall mean the First Amended Findings and Order on Density Determination for the Telemark Park Resort adopted by the Board of County Commissioners, Wasatch County, Utah, on August 5, 1996, as amended from time to time.

“Design Guidelines” shall mean the Deer Crest Design Guidelines, adopted by the Board in accordance with the Bylaws and this Master Declaration as amended from time to time.

“Design Review Committee” shall mean the Design Review Committee for the Deer Crest Project created pursuant to Article 6.

“Founders Place” shall mean the Neighborhood generally identified as Deer Hollow Village Neighborhood on the Master Plan, and identified on the new and subsequent Plats of the area as Founders Place.

“Gate Control Regulations: shall have the meaning set forth in Section 4.5(c)(iii).

“Guest” shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or guest of such a person or of the Master Association.

“Hidden Hollow Property” shall mean the Additional Property added to the Deer Crest Property pursuant to the Supplemental Declaration described in Recital C, item #9 and known as Hidden Hollow.

“Hotel Managed Unit” means a Residential Unit within the development known as the St. Regis Deer Valley whose rental is managed by the hotel manager or hotel owner, including those in the Roosevelt Gap Neighborhood and the Snow Park Neighborhood.

“Improvement” shall mean all structures and appurtenances thereto of every type and kind, including, without limitation, buildings, out buildings, walkways, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, and related fixtures and equipment.

“Initial Property” shall mean the real property described in Exhibit A of the Original Master Declaration.

“Jordanelle Village” shall mean the Neighborhood generally identified as such on the Master Plan and more particularly identified on the initial recorded Plat of the Neighborhood. Jordanelle Village is now known as “Deer Crest Village” which name is shown on some prior Plats and will be reflected on subsequent Plats of the area.

“Land der Berg Property” shall mean the property added to the Deer Crest Property pursuant to the Supplemental Declaration described in Recital C, item #10 and now known as Deer Pointe as set forth on the Plat of the area.

“Lease” shall have the meaning set forth in Section 7.4.

“Limits of Disturbance Area” shall have the meaning set forth in Section 4.5(b)(i).

“Lot” shall mean a Residential Lot or Commercial Lot as shown on a Plat.

“Lower Deer Crest Road” now known as Deer Hollow Road, has the meaning set forth in Section 4.5(a).

“Master Association” shall mean the Deer Crest Master Association formed by Declarant under the Utah Non-Profit Corporation and Cooperative Association Act, and such association’s successors and assigns.

“Master Declaration” shall have the meaning described above, as amended from time to time.

“Master Plan” shall mean the Master Plan for the Deer Crest Project, a reduced copy of which is attached hereto as Exhibit A-2 for identification, as the same may be amended from time to time. The Master Plan is attached for general reference purposes only and is not intended to set forth the final approved configuration of all elements of the Deer Crest Project.

“Maximum Weekly Rentals” has the meaning set forth in Section 7.4.

“Member” shall mean the Owner of any Residential Lot, a Unit Neighborhood Association and the Declarant, during the Declarant Control Period, holding a membership in the Master Association.

“Monthly Rentals” has the meaning set forth in Section 7.4.

“Mortgage” shall mean any mortgage or deed of trust or other conveyance of a Lot or Unit given to secure the performance of an obligation, and which will be void and reconveyed upon the completion of such performance. The term “deed of trust” or “trust deed” when used herein shall be synonymous with the term “Mortgage.”

“Mortgagee” shall mean a person to whom a Mortgage is made and shall include the beneficiary of a deed of trust. The term “first Mortgagee” shall include any Mortgagee who, by virtue of the Owner’s Mortgage holds a first and prior lien upon any Lot or Unit superior to the lien of any other Mortgagee.

“Mortgagor” shall mean a person who mortgages the Owner’s Lot or Unit to another (i.e., the maker of a Mortgage) and shall include the trustor of a deed of trust.

“Neighborhood” shall mean one of the following discrete areas: the Deer Crest Estates Neighborhood, the Snowtop Neighborhood, the Founders Place Neighborhood, the Roosevelt Gap Neighborhood, the Deer Crest Village Neighborhood, Snow Park, and the Deer Pointe Neighborhood.

“Neighborhood Association” shall mean the owners association for any Neighborhood in the Deer Crest Project, and its successors and assigns. A Neighborhood Association of Lot Owners is a Voluntary Neighborhood Association and a Neighborhood Association of Unit Owners is a Unit Neighborhood Association.

“Neighborhood Declaration” shall mean the declaration of covenants, conditions, and restrictions and reservation of easements for a particular Neighborhood, as such declaration may be amended from time to time.

“Open Space Area” shall mean a portion of the Deer Crest Property that is the subject of a Use Restriction for open space. Open Space Areas are specifically identified on recorded Plats or recorded Use Restrictions within the Deer Crest Project.

“Original Master Declaration” shall have the meaning set forth in Recital A above.

“Owner” shall mean the person, including Declarant, holding title of record to any Lot or Unit, including sellers under executory contracts of sale, but excluding those persons having such interest merely as security for the performance of an obligation. For purposes of Membership in the Master Association, voting in the Master Association and being obligated to pay assessments levied against Lots by this Master Declaration, the term “Owner” shall refer only to Owners of Lots. Owners of Units shall be members of Unit Neighborhood Associations and shall be assessed by those Unit Neighborhood Associations.

“Participating Owner” shall have the meaning set forth in Section 3.17(d)(i).

“Plans and Specifications” shall mean plans and specifications to be submitted to the Design Review Committee as provided in Section 6.2.

“Plat” shall mean a recorded subdivision plat covering Lots on the Deer Crest Property, and/or a recorded record of survey map covering condominium Units on the Deer Crest Property.

“Private Trail” shall mean any Trail, ski run or ski way situated within the Common Elements of the Deer Crest Property that is not subject to the Public Rights.

“Public Rights” shall mean the rights of the public to use the ski facilities and trails on the Deer Crest Property to the extent described in the Density Determination, the Settlement Agreement, the Deer Valley Agreements, this Master Declaration or any other recorded instrument reflecting such public rights over any portion of the Property, including certain Open Space Agreements recorded contemporaneously with the recordation of the Original Master Declaration against portions of the Deer Crest Property. Public rights include the right of access to those Trails shown on Exhibit A-2 for hiking and biking purposes, but shall not include the right to use Deer Crest roads between the control gates for nonemergency vehicular purposes.

“Purchase Price” has the meaning set forth in Section 11.6(c).

“Queen Esther Condominium Project” has the meaning set forth in Section 4.5(a).

“Queen Esther Settlement Agreement” shall mean the Settlement Agreement and Release by and among the Queen Esther Village Project I Owners Association, Trans-Wasatch Company, L.L.C., Deer Crest Associates I, L.C., and Park City Consolidated Mines dated August 1, 1996 as supplemented by a letter agreement dated as of March 26, 1997.

“Reinvestment Fee” has the meaning set forth in Section 11.6.

“Reserves” shall mean those reserves anticipated in Section 3.17.

“Residential Lot” shall mean a Lot for single family residential use.

“Residential Unit” shall mean a Unit to be used for residential, rather than commercial, purposes. Residential Unit shall include townhome, hotel and condominium Units intended for overnight or longer residential accommodations.

“Roosevelt Gap Neighborhood” shall mean the Neighborhood generally identified as such on the Master Plan and more specifically identified on the recorded Plat or Plats of the Neighborhood and upon which the St. Regis Hotel is now situated.

“Rules and Regulations” means the Rules and Regulations promulgated and adopted by the Board governing the Deer Crest Project, as amended from time to time.

“Settlement Agreement” shall mean the Settlement Agreement between Park City Mines Consolidated Mines Company, Trans-Wasatch Company, L.L.C., and Park City Municipal Corporation dated December 29, 1995, as amended by a First Amendment dated April 8, 1997, a Second Amendment dated April 6, 2001 and a Third Amendment dated November 10, 2017, as it may be further amended from time to time.

“Single Family Home” means a single family residence constructed on a Residential Lot.

“Ski Facilities” shall mean ski lifts, ski runs, ski ways, snowmaking equipment, drainage devices, landscaping and related facilities and equipment.

“Snow Park Property” or “Snow Park” shall mean the tract of land adjacent to the Snow Park Lodge in Deer Valley and generally identified as such on the Master Plan and more particularly described on the recorded Plat or Plats of the Neighborhood.

“Snowtop Neighborhood” shall mean the Neighborhood identified as such on the Master Plan and more particularly described, on the recorded Plat or Plats of the Neighborhood.

“Special Assessment” shall mean the charge against each Owner and the Owner’s particular Lot, and, if applicable, against each Unit Neighborhood Association and each Super Pad Parcel, representing the portion of the costs to be paid by the Owner or other obligor to the Master Association for unbudgeted expenses or expenses in excess of those budgeted.

“Specific Assessment” shall mean the charge against a particular Owner and the Owner’s Lot, or if applicable, against a Unit Neighborhood Association or Super Pad Parcel, which charge is directly attributable to such obligor and in an amount equal to (i) the charge to such obligor for particular items, services, or benefits provided by the Master Association at such obligor’s request, or (ii) the costs incurred by the Master Association for corrective action performed pursuant to the provisions of this Master Declaration, plus interest thereon and fees (including attorney’s fees) and costs.

“State Lands” shall mean the lands owned by the Utah School and Institutional Trust Lands Administration that are included within the Deer Crest Property and are leased to



the Master Association under the State Leases. The State Lands are included in the Deer Crest Property.

“State Leases” shall mean the Special Use Lease Agreements between the Utah School and Institutional Trust Lands Administration and Declarant (as successor lessee) covering the State Lands, as amended from time to time.

“Super Pad Parcel” shall mean a parcel designated for future development on a recorded Plat, which Plat also includes platted Lots or roads and which identifies the Undeveloped Density Units to be allocated to each such parcel. Super Pad Parcels do not exist for assessment purposes unless and until created by a recorded Plat. The only unplatted parcels which could become Super Pad Parcels within the Project as of the recording of this Master Declaration are within the Founders Place and Deer Crest Village Neighborhoods.

“Third Party Agreements” shall mean the agreements identified on Exhibit D attached hereto, as amended or superseded from time to time, under which certain third parties and their successors and assigns have the right to use certain roadways and other improvements within the Deer Crest Project or otherwise have agreements restricting or affecting the Deer Crest Project.

“Trail” shall mean a bicycle and/or hiking trail situated on the Deer Crest Property and shown on the Master Plan.

“Transfer” shall have the meaning set forth in Section 11.6(a) and (b).

“Undeveloped Density Unit” shall mean a unit of residential density allocated by the Density Determination to a specified portion of the Deer Crest Property and which has not been included in a recorded Plat, other than a plat creating a Super Pad Parcel, or included in a record of survey map. Undeveloped Density Units are used for the purpose of identifying certain voting and other rights of Declarant. As of the date of this Master Declaration, the total number of Undeveloped Density Units on the Deer Crest Property is one hundred eighty-nine (189), thirty two (32) of which are allocated to the Founders Place Neighborhood and one hundred fifty-seven (157) of which are allocated to the Deer Crest Village Neighborhood. When a Plat, other than a plat creating a Super Pad Parcel, is recorded for a particular subdivision or a record of survey map is recorded for a condominium project within a Neighborhood, the number of Undeveloped Density Units in that Neighborhood is reduced by the number of Residential Lots or Residential Units covered by such Plat or map. For example, the Original Master Declaration allocated 166 Undeveloped Density Units to the Deer Crest Village Neighborhood. The first Plat of such property includes nine (9) condominium Units, hence one hundred fifty-seven (157) Undeveloped Density Units remain outstanding. Commercial Units, Commercial Lots and affordable/employee housing shall not be counted for purposes of Undeveloped Density Units. After a Neighborhood is fully platted, there will no longer be Undeveloped Density Units allocated to that Neighborhood.

“Unit” shall mean a ‘condominium unit’ on the Deer Crest Property as that term is defined in the Utah Condominium Ownership Act. The term “Unit” includes Commercial

Units and Residential Units. For development purposes, a Unit at the Roosevelt Gap represents 2,000 square feet of floor area and a Unit at Founders Place represents 2,400 square feet. The number of actual Units has or may increase or decrease if the size of the Units differ from those square footage standards. For example, the number of Units in Roosevelt Gap has decreased from 105 to 92 and the number of Units in Snow Park has decreased from 25 to 21 as of result of the increased size of the actual Units.

“United Park City Mines Property” shall mean the Additional Property (as defined in the Original Master Declaration) added pursuant to the Supplemental Declarations described in Recital C, items #1 and #9 and known also as the “UPCM” Property, all of which was platted as Residential Lots.

“Unit Neighborhood Association” means a Neighborhood Association the members of which are Unit Owners. Each Unit Neighborhood Association is a member of the Master Association, while each Unit Owner is only a member of the specific Unit Neighborhood Association and is not directly a member of the Master Association. A Unit Neighborhood Association does not exist for assessment purposes unless and until a condominium project within the Neighborhood is created by the recording of a record of survey map. The Unit Neighborhood Associations may also be referred to herein by the name of the non-profit condominium association within a particular Neighborhood including without limitation the Roosevelt Gap Resort Association, the Snow Park Owners Association, Inc., and the Founders Place Condominium Owners Association.

“Usage Fee” has the meaning set forth in Section 7.4.

“Use Restriction” shall mean any dedication, conservation easement, open space preservation agreement or other restriction of use by which Declarant or the Master Association dedicates a certain portion of the Deer Crest Property for continued use as open space and/or for outdoor recreational uses, as the same may be amended from time to time.

“Voluntary Neighborhood Association” means a Neighborhood Association of Lot Owners formed for any purpose or function not inconsistent with the Master Declaration.

“Weekly Rentals” has the meaning set forth in Section 7.4.

“Weilenmann Property” shall mean the Additional Property referred to as Weilenmann in Exhibit B attached hereto.

### **ARTICLE 3**

#### **Deer Crest Master Association**

3.1 **Relationship of Associations.** The Deer Crest Master Association shall be the Master Association for the Deer Crest Project and shall do such things as are within its powers and as may reasonably be required to maintain the Deer Crest Project and its Common Elements as an attractive and desirable resort community. The Members of the Master Association shall be Declarant, the Owners of Lots, and the Unit Neighborhood Associations for

those portions of the Deer Crest Project which contain Units. Declarant or the Owners of Lots within any Neighborhood shall have the right to form a Voluntary Neighborhood Association for the Neighborhood, but such Association shall not have membership in the Master Association. The duties and powers of the Master Association shall relate to the Deer Crest Property as a whole, while the duties and powers of a particular Neighborhood Association shall relate only to its particular Neighborhood.

3.2 Duties and Powers of Master Association. The Master Association, acting through the Board, shall have the powers and duties provided in the Articles and Bylaws and such additional powers as shall be reasonable and necessary for the Master Association to accomplish the purposes of this Master Declaration.

3.3 Operation and Maintenance. The Master Association shall be responsible for the operation, management, regulation, maintenance, repair and replacement of the Common Elements except to the extent any such functions are assumed by another entity. In addition, the Master Association may operate, manage, maintain, and repair other areas and facilities within the Deer Crest Project as the Board may determine to be in the best interests of the Owners and the project generally and to the extent necessary to comply with any maintenance agreements entered into between Declarant or the Master Association and any governmental entity, including without limitation that certain Maintenance Agreement among Declarant, the Master Association and Wasatch County recorded contemporaneously with the Original Master Declaration. Without limiting the foregoing, the Master Association shall operate, manage, regulate, maintain, repair and replace the following:

(a) Common Elements. All private roads, walkways, drainage and stormwater devices, bridges, tunnels, gates and gate houses, parking areas and facilities, recreational amenities, and other facilities in the Common Elements, including, without limitation, cleaning and periodic resurfacing, snow removal, sanding and salting, trash removal, regulating speed, regulating access through the control gates, revegetation, and the placement of signs.

(b) Water Facilities. To the extent owned by the Master Association, wells, water lines, storm drainage and water quality systems, and related equipment and facilities, specifically including all obligations to inspect, maintain, repair and replace storm water and water quality systems and facilities, which obligations are included in the Maintenance Agreement referred to above in this section.

(c) Vegetation. Trees, shrubs, plants and other vegetation in the Common Elements and Open Space Areas.

(d) Common Driveways. Common portions of driveways serving two or more lots and associated and adjacent Improvements on any Lots.

(e) Surfaces of Common Elements. Any surface, subsurface, or above-surface Common Elements including Trails, Ski Facilities or other Common Elements situated on or crossing any Lot, subject to the obligations of other parties under the Deer Valley

Agreements and including any obligations of the Master Association under the Deer Valley Agreements.

(f) Construction of By-Pass. To the extent applicable, the by-pass to be constructed in the Founders Place area as required by the Settlement Agreement.

(g) Commercial Spaces or Lots. To the extent of the Master Association's interest therein, any Commercial Spaces or any Commercial Lot.

3.4 Health and Safety. The Master Association may, but is not obligated to, provide services for the maintenance of health and safety within the Deer Crest Project including, without limitation, providing facilities, services, and/or personnel for fire protection, emergency medical services, security, the collection and disposal of solid waste and refuse, traffic control and animal control.

3.5 Administration and Enforcement. The Master Association shall have the power to:

(a) Utility Easements. Grant easements or rights-of-way required by utilities to serve the Deer Crest Project, or as may be required by (and subject to) the provisions of the Deer Valley Agreements, the Third Party Agreements, the Settlement Agreement, or the Density Determination.

(b) Manager. Employ or contract with a manager to perform all or any part of the duties and responsibilities of the Master Association, and delegate its powers to committees, officers, and employees.

(c) Enforcement. Take such actions as may reasonably be necessary or desirable to enforce the terms and provisions of the Articles, Bylaws, this Master Declaration, Design Guidelines, or any Neighborhood Declaration, including, without limitation, the power, but not the obligation, to:

(i) After thirty (30) days' written notice, without being liable to any Owner or Neighborhood Association, enter upon any Lot, Unit or Neighborhood common area, for the purpose of enforcing by peaceful means the provisions of this Master Declaration, the Design Guidelines, or any Neighborhood Declaration, or for the purpose of maintaining or repairing any such Lot, Unit or Neighborhood common area if for any reason whatsoever the Owner thereof or other responsible person fails to maintain or repair any such Lot, Unit or Neighborhood common area as required by this Master Declaration. Notwithstanding the foregoing, in the event of an emergency, only reasonable notice under the circumstances is required.

(ii) After thirty (30) days' written notice, without being liable to any Owner, enter upon any Lot, Unit or Neighborhood common area, for the purpose of removing any fire hazard on any Lot, Unit or Neighborhood common area which the Owner or other responsible person refuses to remove immediately.

(iii) After thirty (30) days' written notice to the applicable Owner, without being liable to any Owner or Neighborhood Association, offset any deposit(s) made by or on behalf of any Owner pursuant to this Declaration, the Design Guidelines or any Rules and Regulations promulgated by the Master Association, against any unpaid Assessment.

(d) Authority to Comply. Take such actions as may reasonably be necessary or desirable to comply with and enforce, to the extent applicable to the Master Association, the terms and provisions of the Deer Valley Agreements, the Third Party Agreements, the Settlement Agreement, the Density Determination, and the Use Restrictions.

(e) Authority to Contract. Contract with such Persons as may reasonably be necessary or desirable to effectuate the purposes of this Master Declaration, including, without limitation, contractors to collect and dispose of solid waste and refuse, contractors to operate a shuttle or other transportation system within the Deer Crest Project, contractors to provide security services, and the like.

(f) Open Space Areas. Own or dedicate and maintain Open Space Areas and grant and impose restrictive covenants, conditions, restrictions, recreational and Trail easements and conservation easements with respect to Open Space Areas.

3.6 Insurance. The Master Association shall maintain such policy or policies of liability and fire insurance with respect to the Common Elements and personal property owned by the Master Association as provided herein.

3.7 Assessments. The Master Association shall levy and collect all assessments as provided herein.

3.8 Rules and Design Guidelines. The Master Association shall adopt and may from time to time amend Rules and Regulations and Design Guidelines for the Deer Crest Project without any vote by Members in order to effectuate this Master Declaration and the purposes of the Deer Crest Project.

3.9 Transportation. The Master Association may provide facilities, services, and/or personnel for the operation of shuttle and other transportation to, from, and within the Deer Crest Project.

3.10 Recreation. The Master Association may provide, operate, and maintain recreational facilities and programs for Owners and Guests including, without limitation, clubhouses, spa facilities, Amenity Projects, the Trails, the Ski Facilities and other recreational amenities.

3.11 Promotion and Marketing. In addition to the Declarant, the Master Association may conduct programs that do not conflict with the Declarant, for the promotion of the Deer Crest Project as an attractive and desirable resort community, and may promote, publicize, and conduct conferences and special events including, without limitation, conferences, exhibitions, and ski and bicycle races.

3.12 Telecommunications Systems and Access. The Master Association may provide security systems and monitoring services, satellite and cable television facilities and services, other telecommunications systems and access to communications programming within the Deer Crest Project, including internet access via cable or telephone facilities, other audio or video program services, and other telecommunications devices and may include the related costs within the Assessments charged hereunder.

3.13 Membership in the Master Association.

(a) Membership Classes. Every Owner of a Lot in the Deer Crest Project shall be a Class A Member of the Master Association. Each Unit Neighborhood Association shall be a Class B Member of the Master Association. Declarant shall be a Class C Member in the Master Association for so long as it holds any Undeveloped Density Units.

(b) Class A Membership Appurtenant. The Class A membership of an Owner of a Lot shall not be assignable, except to the successor-in-interest of the Owner, and every Class A membership in the Master Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of a Lot shall be the sole qualification for Class A membership in the Master Association.

(c) Transfer of Class A Membership. The Class A membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale of the Lot giving rise to such membership, and then only to the purchaser of such Lot. Any attempt to otherwise transfer a Class A Membership shall be null and void and will not be reflected upon the books and records of the Master Association. In the event an Owner of a Lot shall fail or refuse to transfer the Class A membership registered in the Owner's name to the purchaser of the Owner's Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Master Association. The Board shall have the right to charge a reasonable Specific Assessment against any Owner, and the Owner's Lot, equal to the cost to the Master Association of effectuating any such transfer of the Owner's Class A membership upon the books of the Master Association.

3.14 Voting Classes. The three (3) classes of membership in the Master Association shall be entitled to the following voting rights:

(a) Class A. Every Owner of a Lot shall be a Class A Member and shall be entitled to one (1) vote with respect to such Lot. When more than one Person owns any Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Master Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time designate in writing one such co-owner to vote. Where no voting co-owner is designated or if such designation has been revoked, the votes for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of the Owner's co-owners. No votes shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. All agreements and

determinations lawfully made by the Master Association in accordance with the voting procedures established herein, or by the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. The voting and non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot. Said voting rights shall be subject to the restrictions and limitations provided in this Master Declaration and in the Articles and Bylaws. The number of Class A Members shall increase by the number of Lots in any Additional Property added to the Deer Crest Property.

(b) Class B. Subject to adjustments based on Undeveloped Density Units, the Class B Members shall have the votes set forth in this Subsection below. The Roosevelt Gap Unit Neighborhood Association shall be a Class B Member of the Master Association and shall be entitled to forty-two (42) votes. The Founders Place Unit Neighborhood Association shall be a Class B Member of the Master Association and shall be entitled to thirty-three (33) votes. The Deer Crest Village Unit Neighborhood Association shall be a Class B Member of the Master Association and shall be entitled to seventeen (17) votes. The Snow Park Unit Neighborhood Association shall be a Class B Member of the Master Association and shall be entitled to three (3) votes. The Deer Pointe Unit Neighborhood Association shall be a Class B Member of the Master Association and shall be entitled to four and 8/10 (4.8) votes. Exhibit F sets forth the number of votes allocated to each Neighborhood Association as adjusted considering currently Undeveloped Density Units. The votes of each Unit Neighborhood Association shall be cast by authorized representatives of the Unit Neighborhood Association, which representatives shall be entitled to attend any meetings of the Master Association. The votes of each Unit Neighborhood Association may be cast in total or split in the discretion of the Unit Neighborhood Association.

(c) Class C. Declarant shall be a Class C Member of the Master Association and shall be entitled to one half (0.5) of a vote for each Undeveloped Density Unit held by Declarant or an entity in which Declarant is a controlling member. The Class C membership with respect to Undeveloped Density Units shall terminate on the recording of a Plat (other than a Plat creating a Super Pad Parcel) with respect to such Undeveloped Density Units, at which time an adjustment is made as provided in the definition of Undeveloped Density Unit. Exhibit F sets forth the number of votes allocated to Declarant as adjusted considering presently Undeveloped Density Units.

3.15 Voting. Unless a greater than simple majority of the membership is specified as being required in the Articles or Bylaws or unless any decision is specified in the Bylaws or this Master Declaration as requiring the approvals of a particular class or group of Members, any provision requiring the vote or approval of the Members shall require the approval of a simple majority of all Member votes present in person or by proxy at a meeting of the Members at which a quorum is present. In the event any provision of this Master Declaration or the Articles or Bylaws requires the approval of a particular class or group of members within the Master Association, such vote shall be deemed to require a simple majority of all votes of the class or group present in person or by proxy at a meeting of the Members at which a quorum of the class or group is present.

3.16 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action by the Members or any designated group of Members such as Lot Owners, shall be sent to all Members or designated group not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast fifty-one percent (51%) of all votes of the Master Association (or all votes of a particular class or group of membership, if applicable) eligible to be cast at said meeting shall constitute a quorum as to all Members (or that class or group of membership). If the required quorum is not present, another meeting may be called by giving not less than ten (10) days' notice in advance of the meeting, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of the voting power of the entire membership or membership class or group in question. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

3.17 Assessments. The Master Association shall have the right to levy and collect Common Assessments, Specific Assessments, Special Assessments and Capital Improvement Assessments as provided in this Section.

(a) Common Assessments. The Common Assessments levied by the Master Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Owners, to meet any obligations imposed on, incurred or assumed by the Master Association, to cover costs, including overhead and administrative costs, for the operation of the Association and the operation, management, maintenance, repair, and replacement of the Common Elements; and to establish impound accounts as may be required by any governmental entity, including, without limitation, the impound account required by that certain Maintenance Agreement among Declarant, the Master Association and Wasatch County recorded contemporaneously with the Original Master Declaration. The Common Assessments may also be used to establish adequate Reserves for maintenance, repair, and replacement of the Common Elements. Common Assessments shall be levied against each Lot and the Owner thereof, to each then existing platted Super Pad Parcel and to each then existing Unit Neighborhood Association and shall be payable in such manner and at such times, including monthly or quarterly installments, as the Board may determine.

(i) Basis of Common Assessments. The total Common Assessments shall be based upon advance estimates of cash requirements by the Master Association to provide for payment of all estimated expenses growing out of or connected with the operation of the Association and the operation, management, maintenance, and repair of the Common Elements, which estimates may include, among other things, expenses of snow removal, taxes, Special Assessments, premiums for all insurance which the Master Association is required or permitted to maintain pursuant hereto, repairs and maintenance, wages for Master Association employees, compensation of a manager, legal and accounting fees, the creation of reasonable Reserves, surplus and/or sinking funds for the replacement of capital items and other purposes, and any other expenses and liabilities which may be incurred by the Master Association for the benefit of the Owners. Common Assessments shall be made on a calendar year basis. The amount of the Common Assessments shall be initially proposed by the Board and presented to a meeting of the Owners for approval. Notice of the proposed assessment for the ensuing year shall accompany the notice of the meeting and shall be mailed to each Owner not later than thirty (30) days prior to the date set for said meeting. For Neighborhoods and



Super Pad Parcels, the notice shall also set forth the applicable Association Assessment Units for the calendar year covered by said assessments, determined as provided in Section 3.24. Common Assessments representing particular cost items may, but shall not be required to, be allocated to particular Lots or Unit Neighborhood Associations, depending on the extent of benefit received by the particular Lots or Unit Neighborhood Associations in question (as determined by the Board in the exercise of its discretion), and therefore, Common Assessments may not be the same for all Lots or all Unit Neighborhood Associations.

(ii) **Reserves.** Common Assessments may include reasonable amounts as determined by the Board collected as Reserves for the future periodic maintenance, repair and replacement of all or a portion of the Common Elements, or for any other purpose as determined by the Board or required by law. All amounts collected as Reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected. Said amounts shall be segregated from and not commingled with any other funds of the Master Association. Such Reserves shall be deemed a contribution to the capital account of the Master Association by the Members.

(b) **Specific Assessments.** Specific Assessments levied by the Master Association shall be levied against a particular Lot and the Owner thereof, or a specific Neighborhood Association when applicable, to cover costs, including overhead, administrative costs and attorneys' fees for the following, and may be levied at any time during the calendar year by the Master Association:

(i) Providing particular services, items, or benefits to a Lot or Unit Neighborhood Association at the request of the Owner thereof pursuant to a list of special services which the Board may authorize from time to time including, without limitation, snow removal, landscape maintenance, and handyman services, and which assessments may be levied in advance of providing such special services.

(ii) Enforcing any provision of the Articles, Bylaws, this Master Declaration, any Neighborhood Declaration, the Rules and Regulations, or the Design Guidelines against any Owner or Unit Neighborhood Association, or of bringing any Lot or Unit into compliance with such requirements.

(iii) Maintenance, repairs, or replacements of or within the Common Elements arising out of or caused by the willful or negligent act or omission of an Owner or the Owner's Guests.

(iv) Defending or responding to any claim (hereafter, a "Claim") by the Owner of a Lot or Unit or Unit Neighborhood Association prior to commencement of litigation when such Claim asserts any violation by the Master Association, a member of the Board or a committee representing the Master Association, including without limitation the Design Review Committee relating to (i) any provision of the Articles, Bylaws, Master Declaration, any Neighborhood Declaration, the Rules and Regulations, or the Design Guidelines, or (ii) any Claim relating in any way to the Owner's Lot, Unit, Unit Neighborhood Association or membership in the Master Association. Notwithstanding the foregoing, following commencement of litigation relating to a Claim, costs and attorneys' fees shall be awarded to

the prevailing party as set forth in Section 9.2 following entry of a judgment and may be included within any Specific Assessment levied against an Owner or Unit Neighborhood Association that is not a prevailing party.

(c) Special Assessments. Special Assessments shall be levied from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise provided in the Articles, Bylaws, or in this Master Declaration, a Special Assessment shall require the affirmative vote or written consent of a majority of Members. Special Assessments shall be levied against each Lot and the Owner thereof, to each then existing platted Super Pad Parcel and to each then existing Unit Neighborhood Association and shall be payable in such manner and at such times, including installments over time, as the Board may determine.

(d) Capital Improvement Assessment. A Capital Improvement Assessment may be levied from time to time for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of or upon the Common Elements, including fixtures and personal property, related thereto; provided, however, that any such assessment in excess of Five Hundred Thousand Dollars (\$500,000) shall require the affirmative vote or written consent of a majority of Members. Capital Improvement Assessments shall be levied against each Lot and the Owner thereof, to each then existing platted Super Pad Parcel and, to each then existing Unit Neighborhood Association and shall be payable in such manner and at such times, including installments over time, as the Board may determine.

(i) The Master Association may levy a Capital Assessment for the purpose of procuring, creating, constructing, equipping, landscaping and operating amenity projects (which may include but not be limited to recreation, social, transportation, etc.) approved by a majority vote of the Members (each, an "Amenity Project"). Lot Owners and Unit Owners in Neighborhood Associations that initially elect to participate in an approved Amenity Project in the ballot for that project (each, a "Participating Owner") may together establish rules and regulations governing the operation, use and maintenance of the Amenity Project.

(ii) Notwithstanding the provisions of Section 3.24, the Capital Assessment for an Amenity Project shall be levied in a standard amount per Participating Owner. Maintenance, repair, minor enhancements and operating costs relating to an Amenity Project will be assessed against Participating Owners on a pro-rata basis; provided, however, that if any annual assessment for such expenses exceeds One Hundred Thousand Dollars (\$100,000) in total, a majority vote of the Participating Owners is required for approval.

3.18 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot and platted Super Pad Parcel owned by it at the time of recording of the Original Master Declaration, and each Owner of any Lot or platted Super Pad Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, was or is deemed to covenant and agree, to pay to the Master Association all Common Assessments, Specific Assessments, Special Assessments, and Capital Improvement Assessments levied as provided herein, and each

such assessment together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Lot or platted Super Pad Parcel or against a Unit Neighborhood Association and shall be a continuing lien upon the Lot or platted Super Pad Parcel. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the obligation of the Neighborhood Association, if applicable, or the personal obligation of the person who was the Owner of such Lot or platted Super Pad Parcel at the time when the assessment fell due. If a Residential Lot is purchased by or transferred to a corporation, trust, limited liability company, partnership or other entity, at least one financially responsible individual who is a shareholder, member or partner of such entity, shall sign and deliver to the Board a personal guaranty in a form approved by the Board and guarantying payment of all Assessments against such Residential Lot, as well as any other financial obligation of the Owner arising from the Declaration, Bylaws or Rules of the Master Association; provided, however, that this requirement does not apply to any Residential Lot presently held by Declarant until the next transfer of such Residential Lot. Further, for the purpose of clarification, the foregoing provision requiring a guaranty does not apply to any Residential Unit within a hotel or condominium.

3.19 Adjustment of Assessments. In the event that a Plat is recorded, or any Additional Property is made subject to this Master Declaration, the Board shall have the power to make equitable and reasonable adjustments in the amounts of assessments (or installments thereof) so as to take into account (i) any increases in assessments payable to the Master Association resulting from the inclusion of new Lots, a Unit Neighborhood Association, or platted Super Pad Parcel, or the annexation of the Additional Property, and (ii) any increases in Common Expenses resulting from the inclusion of new Lots, Unit Neighborhood Association or platted Super Pad Parcels and the annexation of the Additional Property.

3.20 No Offsets. All Assessments shall be payable in the amount specified in the notice of assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Master Association is not properly exercising its duties and powers as provided in this Master Declaration, or (ii) an Owner has made or elects to make no use of the Common Elements.

3.21 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Master Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect from time-to-time hereafter.

3.22 Limitations on Certain Increases in Common and Special Assessments. Any provision of this Master Declaration to the contrary notwithstanding, the Board shall not in any fiscal year of the Master Association, without the affirmative vote or written consent of a majority of all Member votes, levy a Common Assessment per Lot which is more than twenty percent (20%) greater than the Common Assessment per Lot for the immediately preceding fiscal year of the Master Association. Any provision of this Master Declaration to the contrary notwithstanding, the Board shall not in any fiscal year of the Master Association, without the affirmative vote or the written consent of a majority of all Member votes, levy a Special Assessment against each Lot which, when aggregated as to all Lots, exceeds five percent (5%)

of the Common Expenses of the Master Association for such fiscal year. The foregoing notwithstanding, the Board may increase Common Assessments and Special Assessments which are subject to the foregoing limitations in an “emergency situation” which is defined as any one of the following: (i) an, extraordinary expenditure or the increase of an impound account balance required by order of court or any governmental entity with jurisdiction of any portion of the Deer Crest Project; (ii) an extraordinary expenditure necessary to operate, repair or maintain the Common Elements or any other property for which the Master Association is responsible where a threat to personal safety on the Common Elements or on such other property is discovered or where the expenditure is required as a condition to the confirmation of insurance on any portion of the Deer Crest Project or required by a governmental entity or an agreement with a governmental entity (including without limitation the construction, operation and maintenance of traffic controls and gates); and (iii) an extraordinary expenditure necessary to repair or maintain the Common Elements or any other property for which the Master Association is responsible that could not have been reasonably foreseen by the Board in preparing its budget (however, prior to the imposition and collection of an assessment under this Subsection (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of the assessment).

3.23 Multiple Assessments Levied Against Lot Resulting from Merger or Combination. Whenever two or more adjacent Lots of an Owner are combined, then the resulting combined new Lot shall be considered a single Lot for all purposes except voting and assessments and shall be assessed as two Lots and shall have two Class A Memberships appurtenant to the combined Lot.

3.24 Assessment Units. All Common Assessments, Special Assessments, and Capital Improvement Assessments of the Master Association payable during a calendar year shall be allocated among the Lots, any Super Pad Parcels in existence by recorded Plat at the beginning of the calendar year and any then-existing Unit Neighborhood. The number of Association Assessment Units allocated to each Unit Neighborhood and Residential Lot is set forth below in subsections 3.24 (a) and (b) respectively and shown on Exhibit F. Once fully platted, the total number of Association Assessment Units will be 256.10 (each, an “Association Assessment Unit”).

(a) Allocation for Unit Neighborhood Associations. The Roosevelt Gap Unit Neighborhood Association shall be allocated forty-two (42) Association Assessment Units, the Founders Place Unit Neighborhood shall be allocated thirty-three and two-tenths (33.2) Association Assessment Units, the Snow Park Unit Neighborhood shall be allocated two and one-half (2.5) Association Assessment Units, the Deer Crest Village Unit Neighborhood shall be allocated sixteen and six-tenths (16.6) Association Assessment Units and the Deer Pointe Unit Neighborhood shall be allocated four and eight-tenths (4.8) Association Assessment Units. Notwithstanding the foregoing, the number of Association Assessment Units allocated to each Unit Neighborhood prior to fully platting the Super Pad Parcel within such Neighborhood will be adjusted based on platted Units as indicated in Exhibit F.

(b) Allocation for Residential Lots. Each Residential Lot except those in Snowtop, Founders Place and Hidden Hollow shall be allocated one Association Assessment Unit (137 Association Assessment Units in the aggregate). Each Residential Lot in Snowtop, Founders Place and Hidden Hollow shall be allocated .08 Association Assessment Units (20 Association Assessment Units in the aggregate).

(c) Allocation for Super Pad Parcels. The Assessment attributable to each Super Pad Parcel shall be equal to five percent (0.05) of the aggregate number of Association Assessment Units within the recorded Super Pad Parcel that are outside of existing Unit Neighborhood Association. See Exhibit F.

(d) Cost Allocation. The Board may deduct from the total of Common Assessments the amount of costs reasonably allocable to the particular Lots or Unit Neighborhood Associations based on the extent of benefit of those Lots or Unit Neighborhood Associations as provided in Section 3.17(a)(i). In such case, the Lot Owner or Unit Neighborhood Association shall be obligated to pay the base assessment plus an equitable percentage of the particular items of benefit to the Lot or Unit Neighborhood Associations in question as provided in Section 3.17(a)(i).

3.25 Reduction or Abatement of Assessments. In the event the amount budgeted to meet Common Expenses for the then current fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of Common Assessments or may abate collection of Common Assessments as it deems appropriate. Nothing in this Section shall require the Board either to abate or reduce the amount of Common Assessments. Notwithstanding the foregoing, (i) neither an abatement nor a reduction in the amount of Common Assessments shall be permitted so long as Declarant is possessed with or controls a majority of the total voting power of the Master Association and of the Board, and (ii) when Declarant no longer is possessed with or controls a majority of the total voting power of the Master Association or the Board, an abatement or reduction in Common Assessments shall only be permitted during a particular fiscal year if the same does not result in a quantity or quality of services to the Master Association which are diminished from those contemplated by the Common Expenses budget for that particular fiscal year.

3.26 Reports to Members. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Master Association for each calendar year and shall cause to be distributed a copy of each such statement to each Member. The Board shall prepare and distribute to the membership of the Master Association at the time of delivery of notice of each proposed Common Assessment pursuant to Section 3.17, a written, itemized estimate of the expenses to be incurred by the Master Association during such year in performing its functions under this Master Declaration, less any expected income and accounting for any surplus from the prior year's assessments.

3.27 Excess Funds. At the end of any calendar year of the Master Association, the Board may determine that all excess funds of the Master Association, over and above the amounts used for any purpose, may be returned to the Members proportionately, or may be

retained by the Master Association and used for Reserves, to supplement any required impound account or to reduce the following year's Common Assessments.

3.28 Effect of Non-payment of Assessments: Remedies of the Master Association. Any installment of a Common Assessment, Specific Assessment, Special Assessment, or Capital Improvement Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment to the date paid at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of Five Dollars (\$5.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater. The Master Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or by abandonment of the Owner's Lot.

(a) Notice of Default. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Default is deposited in the United States mail, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Master Association in the office of the appropriate County Recorder. Said Notice of Default must recite a good and sufficient legal description of the Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Master Association's option include interest on the unpaid assessment at eighteen percent (18%) per annum, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Default shall be signed and acknowledged by an officer of the Master Association and said lien shall be, prior to any declaration of homestead or lien, recorded after the date on which this Master Declaration is recorded. The lien shall continue until fully paid or otherwise satisfied.

(b) Foreclosure Sale. Any sale provided for above may be conducted by the Board, its attorneys or other persons authorized by the Board in accordance with the provisions of the Utah Code Annotated, 1953 as amended, applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. The Master Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

(c) Curing of Default. Upon the timely curing of any default for which a Notice of Default was filed by the Master Association, the officers of the Master Association shall record an appropriate release of lien, upon payment by the defaulting Owner of a fee to be determined by the Master Association to cover the cost of preparing and recording such release.

(d) Certificate as to Indebtedness. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Master Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith.

(e) Cumulative Remedies. The assessment liens and the rights of foreclosure and sale hereunder shall be in addition to and not in substitution for all other rights

and remedies which the Master Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

3.29 Title to the Common Elements. Declarant has or will convey the Common Elements to the Master Association as required by Section 3.29 of the Original Master Declaration.

3.30 Taxes on Common Elements and Lots. Taxes or assessments levied or assessed against or upon the Common Elements shall be paid by the Master Association and shall constitute a portion of Common Expenses. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Master Association to obtain separate real estate tax assessments on the Owner's Lot, which assessments are the obligation of the Owner. If any taxes or assessments may, in the opinion of the Master Association, nevertheless be a lien on more than one Lot, not under common ownership, or any part thereof, they may be paid by the Master Association, and each Owner shall be obligated to pay or reimburse the Master Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against the Owner's Lot.

3.31 Damage or Destruction to Common Elements. Damage to or destruction of all or any portion of the Common Elements shall be handled in the following manner, notwithstanding any provision in this Master Declaration to the contrary:

(a) Repair of Common Elements when Proceeds are Sufficient. In the event of damage or destruction to any Common Element, and if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such Common Element to be repaired and reconstructed substantially as it previously existed.

(b) Repair of Common Elements when Proceeds are not Sufficient. If the insurance proceeds are insufficient to effect total restoration, then the Master Association shall cause such Common Element to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Capital Improvement Assessment against each of the Owners, in accordance with the provisions of this Master Declaration.

#### ARTICLE 4

##### Easements and Third Party Rights

4.1 Easements Reserved by Declarant. Declarant reserved the easements provided in Section 4.1 of the Original Master Declaration, all of which are restated and confirmed herein and remain effective as of the date of the recording of the Original Master Declaration.

(a) Construction Easements and Related Rights. The following easements and rights for the benefit of Declarant and the Master Association:

(i) to construct, maintain, repair and replace any improvements necessary or required for the full development of the Deer Crest Project on

property owned by Declarant, on the Common Elements and on portions of Lots outside of the building areas of Lots designated on the Plat;

(ii) to establish and use nonexclusive perpetual utility and other easements, leases, permits or licenses on, over, upon, across, above, under and through the Common Elements for uses including, but not limited to, mountain access roads and other limited access roads, paths, ski ways, sidewalks and Trails; any facilities necessary or useful for transit purposes, including means of transportation to, from and within the Deer Crest Project; Ski Facilities; clubhouses; shuttle stops and related structures and signage; mailbox structures; gardens, sprinkler systems and other landscaping changes, improvements and appurtenances (including without limitation, removal of trees and other vegetation subject to any necessary governmental approvals); ponds and water tanks; drainage facilities; monuments; recreational areas and facilities; parking areas; ducts, shafts and flues; conduit installation areas; storage facilities for supplies and equipment; earth walls and other road and ski way supports; lighting and signage;

(iii) to create other interests, reservations, exceptions and exclusions for the best interest of the Master Association and for the benefit of any Owner or all Owners; provided that any such action taken and any easement, lease, permit or license, interest, reservation, exception or exclusion established does not unreasonably impair the use of the Common Elements or the building areas of Lots designated on the Plat for their respective intended purposes.

(b) Landscaping and Drainage: Easements. The following easements and rights for the benefit of Declarant and the Master Association:

(i) to revegetate, beautify or maintain portions of Lots located adjacent to road rights of way except the portions thereof occupied by Improvements;

(ii) to beautify and maintain portions of Lots except the portions thereof occupied by Improvements to the extent necessary, in Declarant's judgment, to mitigate through landscaping, any potential visual impact of the Deer Crest Project;

(iii) to revegetate disturbed portions of the Deer Crest Property in order to control erosion, to beautify the Deer Crest Property or to restore Deer Crest Property to a natural condition after damage by natural or man-made causes;

(iv) to preserve, improve, maintain, restore and revegetate natural and man-made storm drainage ways across Lots, including the building areas of Lots which include drainage ways, and to convey water in those drainage ways; and

(v) to construct, operate, maintain, repair and replace storm detention and water quality structures on Lots including within the building areas of Lots where necessary to adequately control surface water.



No Owner of a Lot or Unit shall interfere with the established drainage pattern over the Owner's Lot or Unit. For purposes of this Master Declaration, "established drainage" on any Lot or Unit is defined as the drainage pattern and facilities in existence at the time that such Lot or Unit is conveyed to a purchaser by Declarant.

This section reserving rights to landscape or revegetate shall not create an obligation on the part of Declarant or the Master Association to landscape or revegetate any portion of the Deer Crest Property. Further, in the event any such landscaping or revegetation is undertaken by Declarant or the Master Association, the Declarant or the Master Association shall not be obligated to guarantee the survival of or to maintain any landscaping or vegetation installed.

(c) Easements for the Benefit of Owners and the Master Association.  
The following rights for the benefit of all the Owners, and the Master Association:

(i) perpetual non-exclusive easements over all portions of Lots located outside of the building envelope designated on the Plats, and over the Common Elements, for the use and enjoyment of the Lots and Units in accordance with this Master Declaration for access for the installation, maintenance and repair of utilities and services whether publicly or privately supplied, for drainage over, across and upon adjacent Lots and Units for water from normal use of adjoining Lots, for the installation and maintenance of ski runs, ski ways and Trails, for the construction, maintenance and repair of earth walls, slopes, retaining walls and other Common Element supports, and for installation, maintenance and repair of other Common Elements structures and improvements.

Such easements may be used by Declarant, its successors, Owners, Guests and the Master Association for such purposes reasonably necessary for the use and enjoyment of the Lots and Units and the Common Elements.

(ii) easements of access, ingress and egress, over the Lots and Units and the Common Elements, for the purpose of maintaining, repairing and installing water and other utility lines, sewer pipelines and laterals, if necessary, in accordance with the provisions of this Master Declaration, and as otherwise provided by law.

(iii) Any other easement referred to on any Plat as reserved by Declarant or for the benefit of the Master Association or for the use and enjoyment of Owners of Lots or Units is hereby confirmed and reserved.

(d) Easements for Offices. The right to construct, and maintain offices, booths or other structures for administrative, sales and promotional purposes was also reserved by Declarant for the benefit of Declarant and the Master Association.

4.2 Easements for the Benefit of the Master Association. Declarant granted to the Master Association, its licensees, invitees, lessees, successors and assigns, a nonexclusive, perpetual easement on, over, upon, across, above, under and through the Deer Crest Property and each portion thereof to (i) exercise any right held by the Master Association under this Master Declaration or any other association documents, and (ii) perform any obligation imposed

upon the Master Association by this Master Declaration or any other association documents, and the Master Association hereby restates and confirms such grant. Notwithstanding the foregoing, the Master Association shall not enter upon any Lot or Unit without reasonable prior notice to the Owner of the Lot or Unit except in cases of emergency.

4.3 Other Easements. The Deer Crest Property shall be subject to the following easements in addition to those created in this Master Declaration.

(a) Easements on Plats and of Record. The Deer Crest Property shall be subject to all easements shown on a Plat, and to all easements of record.

(b) Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Elements only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Master Association is hereby empowered to establish “parking” and “no parking” areas within the Common Elements, as well as to enforce these parking limitations by all means lawful for such enforcement including the removal of any violating vehicle by those so empowered.

(c) Easements for City and County Public Service Use. Declarant reserved for the benefit of Declarant and all future Owners within the Deer Crest Project, easements for city, county, state and federal public services, and for public utilities, including but not limited to, the right of the police to enter upon any part of the Common Elements for the purpose of enforcing the law, and the Master Association hereby restates and confirms such reservation.

(d) Cable Television. Declarant reserved easements in, upon, over, across and through the Deer Crest Property for the installation of a cable television antenna system, together with the right to cause the Master Association to own all improvements, facilities and equipment thereof including but not limited to any building therefor equipment therein, pipes, cables, lines and conduits therefor, and any antenna therefor mounted on or in the vicinity of such building (including dish-antenna), and also together with the right to grant and transfer such easements; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of ingress to or egress from or access to, their Lots or Units or the Common Elements. The Master Association restates and confirms such reservation.

4.4 Nature of and Creation of Easements. Unless otherwise set forth herein, any easement reserved in this Declaration shall be deemed to be nonexclusive, and each easement in favor of an Owner shall be deemed to be appurtenant to and for the benefit of the Lot or Unit owned by such Owner. Any and all easements reserved in the Original Master Declaration and this Master Declaration shall be deemed to be in full force and effect upon recordation of this Master Declaration whether or not referred to, reserved and/or granted in any instrument of conveyance.

#### 4.5 Deer Hollow Road.

(a) Location of Deer Hollow Road. The Queen Esther Village Project 1 Owners Association is an incorporated association of homeowners within a part of the “Queen Esther Condominium Project”. The Queen Esther Condominium Project is located adjacent to the entry road extending from Queen Esther Drive to the West Control Gate of the Deer Crest Project. That road was formerly known as “the Lower Deer Crest Road” and also as “Keetley Road” and is now known as “Deer Hollow Road.

(b) Covenants Relating to Deer Hollow Road. The Master Association shall comply with the following provisions in connection with the construction and maintenance of Deer Hollow Road.

(i) As-Built Drawings; Limits of Disturbance. The Declarant has provided the Master Association and Queen Esther Condominium Project with duplicate sets of as-built drawings and specifications for Deer Hollow Road. The as-built drawings and specifications shall be the basis for any required reconstruction of Deer Hollow Road, except as set forth in the following sentence. The five (5.0) foot area adjacent to the base of the wall downhill shall constitute the limits of downhill area that will be disturbed in connection with the reconstruction, maintenance or operation of Deer Hollow Road (the “Limits of Disturbance Area”). The Limits of Disturbance Area shall control over any inconsistent specification of a limits of disturbance area in the as-built drawings and specifications. Modifications to the as-built drawings and specifications shall be subject to the prior written approval of Queen Esther.

(ii) Wall Landscaping and Landscape Maintenance. The Master Association shall maintain landscaping along the base of the downhill retaining wall along Deer Hollow Road, including watering, the removal of aspen to allow evergreen growth (with the prior approval of Queen Esther Condominium Association and dead tree replacement, for the longer of five (5) years after planting or the period necessary to establish the trees for survival without watering.

(iii) Deed Restricted Open Space. The area below Deer Hollow Road and adjacent to the Queen Esther Project boundary has been preserved by Developers as open space by an Open Space Preservation Easement, in favor of Queen Esther dated March 31, 1997, and recorded on April 3, 1997 in Book 1036 at Page 554 of the official records of the Summit County Recorder. This “Open Space Area” is more particularly described in the recorded easement. The Master Association is obligated to preserve the Open Space Area generally in its natural state as a visual buffer without above-ground improvements. The classification of the Open Space Area as open space shall not preclude the Master Association from constructing, maintaining, or reconstructing Deer Hollow Road at its designated location as shown on the as-built drawings and specifications or limit the right of the Master Association to work within the Limits of Disturbance Area in connection with such construction, maintenance or reconstruction or to install or irrigate vegetation within the Open Space Area provided no permanent man-made physical structures will be located above ground. The Master Association further agrees to maintain vegetation within the Open Space Area at a level that is at least equivalent to the extent of vegetation presently existing within the Open Space Area. The

Master Association may, at its option, improve upon the level of vegetation within the Open Space Area with the prior approval of Queen Esther Condominium Association.

(c) Covenants Relating to Traffic on Deer Hollow Road. The Master Association shall comply with the following provisions in connection with the control of traffic on Deer Hollow Road.

(i) Park City Municipal Transportation. The use of Deer Hollow Road for Park City municipal transportation (other than emergency vehicles) or buses shall not be allowed.

(ii) Oversized Vehicle and Time of Day Limitations on Use of Lower Deer Crest Road. All RV's, vehicles pulling trailers, tractor-trailer rigs and other vehicles with three axles and all construction traffic (excluding vehicles responding to an emergency situation and excluding snow removal equipment) shall be prohibited from using Deer Hollow Road for any purpose other than for the purpose of constructing that road segment, and shall be required to enter and exit the Deer Crest Project at the east control gate on the Wasatch County side of the Deer Crest Project.

(iii) Gate Control Regulations, Procedures and Protocols. Certain categories of vehicles or trips not prohibited by the preceding subsection on Deer Hollow Road (other than vehicles responding to an emergency situation and other than snow removal equipment) shall be regulated in one or more respects by requiring a prior appointment, by imposing a time-of-day limitation or by imposing a size of vehicle limitation as applicable under the Gate Control Regulations attached hereto as Exhibit E (the "Gate Control Regulations"). Any trips not meeting all of the stated requirements of the Gate Control Regulations shall be required to enter and exit the Deer Crest Project at the east control gate on the Wasatch County side of the Deer Crest Project. The permanent control gates at the East and West entrances shall be configured and operated in accordance with the Gate Control Regulations so as to limit use of Deer Hollow Road to users, vehicles and trips authorized by the Settlement Agreement and this section of the Master Declaration. The Master Association shall keep adequate records of the operation of the gates for not less than the immediately preceding fifteen months to allow Queen Esther Condominium Association periodically to audit and verify compliance with the Gate Control Regulations.

(d) Settlement Agreement and Release. The obligations with respect to Deer Hollow Road to be performed by the Master Association or in favor of Queen Esther Condominium Project are more fully set forth in the Queen Esther Settlement Agreement, which is one of the Third Party Agreements and which has been assumed by the Master Association.

(e) Enforcement, Inspection, and Approvals. Queen Esther Condominium Project has the right to enforce the terms of the Queen Esther Settlement Agreement and generally summarized in this Section 4.5, and duly authorized representatives of Queen Esther Condominium Project shall be deemed to be Guests of the Master Association, possessing the right to enter and exit at times and through gates of their choice, the Deer Crest Project, and shall possess the right to monitor compliance with the terms of this Section of the Master Declaration and the Queen Esther Settlement Agreement. For the purpose of this section, "duly authorized representatives" shall mean the individual owners, from time to time, of Units

1 and 2 in the Queen Esther Condominium Project (being the two units in closest proximity to Deer Hollow Road and therefore the units most affected by any misuse of Deer Hollow Road), the President of Queen Esther Condominium Association, and no more than one additional Director of the Queen Esther Condominium Association resident on Good Trump Court as may be designated by the President of the Queen Esther Condominium Association.

4.6 Third Party Access Rights. The owners of the Additional Property shall have such easements for access and other purposes as are generally reflected on Exhibits B and D. In addition, Deer Valley Resort Company shall have such access rights and operational rights with respect to the Ski Facilities as are contained in the agreements referred to in Exhibits B and D.

## **ARTICLE 5**

### **Owners' Property Rights and Obligations**

5.1 Owners' Easements of Enjoyment. Every Owner and the Owner's Guests shall have a non-exclusive right, and easement of ingress and egress and of enjoyment in, to and over the Common Elements which right and easement shall be appurtenant to and shall pass with title of said Owner's Lot or Unit, subject to the following provisions:

(a) The right of the Master Association to establish uniform rules and regulations pertaining to the use of the Common Elements and any facilities thereon.

(b) The rights of Deer Valley Resort Company under the Deer Valley Agreements.

(c) The rights of third persons under easements and instruments of record and the Third-Party Agreements.

(d) The Public Rights.

(e) The covenants, restrictions and requirements of the Use Restrictions.

(f) The right of the Master Association in accordance with the Articles, Bylaws and this Master Declaration, to borrow money for the purpose of improving the Common Elements and in aid thereof, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights so granted by the Master Association shall be subordinated to the rights of the Owners hereunder.

(g) The right of the Master Association to suspend the voting rights and rights to use the Common Elements, except for ingress and egress to the Owner's Lot or Unit, by an Owner for any period during which any assessment against the Owner's Lot or Unit remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations.

(h) The right of the Master Association to dedicate, release, alienate, lease or transfer all or any part of the Common Elements to any public or private entity, agency, authority or utility for such purposes and subject to such conditions as may be agreed to by not

less than 67% of all Member votes. The vote required in the preceding sentence shall not be applicable to transfers contemplated under the Settlement Agreement, the Density Determination, the Deer Valley Agreements or de minimis transfers.

(i) The right of the Master Association to reconstruct, replace or refinish any improvement or portion thereof upon the Common Elements.

(j) The right of the Master Association to plant and maintain trees, shrubs, ground cover and other vegetation upon any portion of the Common Elements or on the Lots under Section 4.1(b).

(k) The right of the Owner of the mineral estate, underlying any part of the Deer Crest Property to exercise the Owner's reserved rights with respect thereto.

5.2 No Exemption from Liability. No Owner may exempt himself or herself from personal liability for assessments to be levied by the Master Association, nor release the Lot or Unit or other property owned by him or her from the liens and charges thereof, by waiver of the use and enjoyment of the Common Elements on the facilities thereon or by abandonment of the Owner's Lot or Unit.

5.3 Maintenance Obligations of Owners. Subject to the duty of the Master Association to provide for maintenance as provided in Section 3.3, it shall be the duty of each Owner, at the Owner's sole cost and expense, subject to the provisions of this Master Declaration regarding Design Review Committee approval, to maintain, repair, replace and restore the Owner's Lot or Unit in a neat, sanitary and attractive condition. In the event that any Owner shall permit any Improvement, which it is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Master Declaration, the Board shall have the right, but not the duty, upon thirty (30) days' prior written notice to the Owner of such Lot or Unit, to correct such condition and to enter upon such Owner's Lot or Unit to make such repairs or to perform such maintenance and the cost thereof shall be charged to the Owner. Said cost shall be a Specific Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Master Declaration.

## **ARTICLE 6**

### **Design Control**

6.1 Design Review Committee. The Design Review Committee shall consist of the number of members as determined by the Board. The term of office shall be two (2) years commencing July 1 of each year, with staggered terms. The Design Review Committee shall consist of a chair and other members appointed by the Board of the Master Association. There shall be at least two (2) licensed architects on the Design Review Committee, which may also include a landscape architect and civil engineer. The Design Review Committee shall have and exercise all of the powers, duties and responsibilities set out in this Master Declaration. The Design Review Committee shall meet on such schedules as may be established by the Chairman. A majority of its Members shall constitute a quorum and the majority vote of a quorum present

at any meeting shall be sufficient to approve action. Meetings may occur telephonically, and actions may be approved by unanimous written consent of all Committee Members. Members of the Design Review Committee need not be Members. Any dispute or disagreement among members of the Design Review Committee, whether pertaining to any proposed plans, development or otherwise, shall be resolved by the Board of the Master Association.

6.2 Approval by Design Review Committee. No Improvements of any kind, including, without limitation, dwelling houses swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, driveways, antennae, flag poles, curbs, and covered walks shall ever be erected, altered, or permitted to remain on any lands within the Deer Crest Property, nor shall any excavating, clearing, removal of trees or shrubs, landscaping or other alteration of existing site conditions be done on any lands within the Deer Crest Property, unless the complete plans and specifications therefor complying with Design Guidelines requirements (“Plans and Specifications”) are approved by the Design Review Committee prior to the commencement of such work. The Design Review Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design with existing structures within the Deer Crest Project, the building bulk or mass of said buildings or structures, the location with respect to topography, existing trees and finished grade elevations, and harmony of landscaping with the natural setting and surroundings, and shall ascertain whether the Improvements conform to the Design Guidelines then in effect, this Master Declaration, and the applicable Neighborhood Declaration. The complete Plans and Specifications must be submitted and will be reviewed in accordance with the process described in the Design Guidelines. In the event of a conflict between the Design Guidelines and the applicable regulations or ordinances of any governmental entity having jurisdiction, the latter shall prevail unless otherwise required by the Settlement Agreement or the Density Determination.

6.3 Fee. The Design Review Committee may charge such fee or fees for its reviews of Plans and Specifications as shall be determined from time to time by the Board or as provided in the Design Guidelines. Such fee or fees shall be reasonable in relation to the work performed and shall be applied uniformly.

6.4 Inspection by Design Review Committee. The Design Review Committee shall have the authority and right at any time and from time to time at any reasonable hour to inspect Improvements under construction for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by it, but it shall have no duty to make such inspections.

6.5 Variances. The Design Review Committee has the authority to deviate from the requirements contained in the Design Guidelines in extenuating circumstances, when following this Master Declaration or the applicable Neighborhood Declaration would create an unreasonable hardship or burden for an Owner. An affirmative vote of two-thirds (2/3) of the members of the Design Review Committee must be gained for a variance to be granted. The Design Review Committee does not, however, have authority to allow deviation from the requirements of the Settlement Agreement, the Density Determination or the land management code of the city or county having jurisdiction.

6.6 General Requirements. The Design Review Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Deer Crest Project conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished grade elevation in keeping with the Design Guidelines, this Master Declaration and any applicable Neighborhood Declaration.

6.7 Ultimate Responsibility. Each Owner shall at all times conform and comply with all approved Plans and Specifications for the Improvements on his Lot and otherwise conform and comply in all respects with the Design Guidelines, this Master Declaration, and any applicable Neighborhood Declaration, as well as with all applicable laws, ordinances, building codes, rules, regulations, orders and the like of any governmental agency having jurisdiction.

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

6.9 Written Records. The Design Review Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all Plans and Specifications so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five (5) years after approval or disapproval.

6.10 Procedure for Appeal. In the event Plans and Specifications or Plans and Specifications submitted to the Design Review Committee are disapproved or deemed disapproved, the Owner may appeal such disapproval or deemed disapproval in writing to the Board; provided, however, a written notice of appeal specifying the grounds for appeal consisting of any alleged failure by the Design Review Committee to properly apply the Design Guidelines or provisions of this Master Declaration shall be received by the Board not more than thirty (30) days following such disapproval or deemed disapproval. Within thirty (30) days following receipt of such notice of appeal, the Board shall render a written decision determining whether the Design Review Committee properly applied the Design Guidelines, or the provision of this Master Declaration. In the event the Board fails to render such decision within said thirty (30) day period, such disapproval or deemed disapproval of the Design Review Committee shall be deemed to have been affirmed by the Board.

6.11 Non-Liability of Design Review Committee Members. Neither Declarant, the Master Association, the Board, the Design Review Committee, any member thereof, nor any duly authorized representative thereof shall be liable to the Master Association, any Neighborhood Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder unless due to the willful misconduct or bad faith of the Design Review Committee. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of compliance with the Design Guidelines, this Master Declaration, any applicable Neighborhood Declaration, aesthetic



considerations, and the overall benefit or detriment which would result to the immediate vicinity and the Deer Crest Project generally. The Design Review Committee shall take into consideration the aesthetic aspects of the design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of, any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. This clause shall be inapplicable to the extent necessary, if any, to actually obtain insurance coverage required by Article 8.

**6.12 Variance in Exterior Appearance and Design in Event of Reconstruction.**

Any Owner whose Lot or Unit has suffered damage may apply for approval to the Design Review Committee for reconstruction, rebuilding or repair of the Owner's Lot or Unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete Plans and Specifications showing the proposed reconstruction and the end result thereof. The Design Review Committee shall grant such approval only if the design proposed by the Owner would result in a finished structure in compliance with the then applicable Design Guidelines.

**ARTICLE 7**

**Restrictions on all Deer Crest Property**

**7.1 Zoning Regulations.** No lands within the Deer Crest Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the Density Determination, the Settlement Agreement, the zoning regulations applicable thereto validly in force from time to time, the Master Declaration, or the applicable Neighborhood Declaration.

**7.2 Fractional Interests.** No Residential Lot, Single Family Home or Residential Unit may be held in any form of co-ownership or in any form of an undivided fractionalized long-term estate as defined in Utah Code Ann. § 61-2-2 (20) by more than four (4) such holders unless those interests are held by related family members. For purposes of this provision, a related family member shall include a parent or descendant of the owner (as defined in the Utah Uniform Probate Code) or any sibling of the foregoing.

**7.3 No Business Uses.** The Single Family Homes and Residential Units within the Deer Crest Project shall be used exclusively for residential living purposes and no Residential Lot, Single Family Home or Residential Unit within the Deer Crest Project shall ever be occupied or used for any commercial or business purpose including without limitation a (i) clubhouse, (ii) meeting house, (iii) conference center, (iv) bed and breakfast or inn, (v) hospitality center, (vi) restaurant, (vii) reception center, (viii) timeshare, (ix) residence club, or (x) promotional house. The term "promotional house" means a residential property rented for the purpose of marketing, advertising, hospitality or other promotional use. Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Residential Lot, Single Family Home or Residential Unit owned by Declarant as a sales model, or (b) any Owner or the Owner's duly authorized agent from renting or leasing a Single Family Home or Residential Unit for residential use, subject to the

restrictions below or, in the case of Hotel Managed Units, overnight accommodations, models, promotional or hospitality purposes, or (c) the use of Commercial Space or a Commercial Lot for commercial purposes.

7.4 Rental Restrictions. The Owner of a Single Family Home or Residential Unit may rent or lease such property subject to the additional restrictions and limitations in this Section 7.4; provided, however, that any Residential Unit in the Deer Crest Village Unit Neighborhood that does not have use of the Deer Crest gates and any Hotel Managed Unit is not subject to subsections (a), (b) or (c) in this section 7.4.

(a) Rental Term.

(i) A Single Family Home or Residential Unit shall not be rented for a period of less than five (5) days.

(ii) A Single Family Home or Residential Unit shall not be rented more than one (1) time in any seven (7) day period. A rental of five (5) days or more, but less than seven (7) days, constitutes a full week for purposes of this Master Declaration (each, a “Weekly Rental”).

(iii) The maximum number of Weekly Rentals (defined below) in any one calendar year cannot exceed fifteen (15) (“Maximum Weekly Rentals”).

(iv) Any rental of a Single Family Home or Residential Unit for any period less than thirty (30) days shall be referred to as a “Weekly Rental”. The Maximum Weekly Rentals shall be reduced by the number of weeks within each such rental period. For example, a rental of three (3) weeks shall reduce the fifteen (15) Maximum Weekly Rentals for that calendar year to twelve (12).

(v) Any rental of a Single Family Home or Residential Unit for any period longer than thirty (30) days shall be referred to as a “Monthly Rental” for purposes of this Master Declaration as long as the applicable Single Family Home or Residential Unit is rented or leased to a single tenant for the entire period of such rental, and no sublease or change in occupancy is permitted.

(vi) There is no limit on the number of Monthly Rentals permitted as long as all restrictions in (a)(v) are met.

(b) Compliance.

(i) All rentals of Single Family Homes and Residential Units and the occupancy thereunder are subject to compliance with Wasatch County Ordinance Section 11.08 or the Park City Municipal Code, as applicable and as may be amended, and all other applicable county, state and federal laws. All such rentals shall also comply with the Master Declaration and Rules and Regulations relating to rentals and leasing promulgated by the Board from time to time. Such Rules and Regulations shall address all notices, fees and

registration requirements for all rental and leasing activity relating to Single Family Homes and Residential Units, and the registration of all tenants, procedures for tenant ingress and egress from Deer Crest, reporting requirements, clarification of uses within such properties, and tenant compliance with the other Rules and Regulations generally applicable to all Owners.

(ii) A rental contract (“Lease”) shall be entered into in connection with each rental or leasing of a Single Family Home. All Leases shall include a rider provided by the Board requiring compliance with the Master Declaration, including without limitation the provisions of this Section 7.4 and Section 11.5 of this Master Declaration. Subleasing or assignment of any Lease is strictly prohibited.

(iii) All rentals of Single Family Homes and Residential Units shall be overseen by a Property Management Company or onsite manager.

(iv) The rental of a Single Family Home or Residential Unit for residential purposes in compliance with Section 7.4 shall not be deemed to be a prohibited commercial or business use.

(v) The Board shall have the right to revoke rental privileges of any Owner of any Single Family Home or Residential Unit: (a) with respect to which the Master Association receives three (3) separate complaints of violation of the Master Declaration that arise from three (3) separate incidents of claimed violation; and (b) the Board reasonably determines, following investigation, that the tenant’s actions in each of the three incidents are in material violation of the Master Declaration; and (c) that the Owner has not taken sufficient measures to prevent the recurrence of such violation. In the event the Owner disputes any such revocation, such dispute shall be resolved as set forth below. For purposes of this Section 7.4, any violation of the applicable statute or ordinance or the Rules and Regulations shall constitute a violation of the Master Declaration.

(c) Usage Fee. An annual fee will be imposed by the Master Association on each Single Family Home and Residential Unit offered for Weekly Rental within Deer Crest: (i) to cover anticipated additional costs incurred by the Master Association in connection with such Weekly Rentals; and (ii) for use of and access to the Common Elements, including without limitation the gatehouses and roads (the “Usage Fee”); provided, however, that any Residential Unit whose rentals are managed by or through the applicable Unit Neighborhood Association will be assessed at the rate of forty percent (40%) of the Usage Fee. The Usage Fee shall be a Specific Assessment to the Individual Owner of a Single Family Residence Lot or Residential Unit or Unit Neighborhood Association managing Residential Units, as applicable, to be paid as Assessments pursuant to the Master Declaration. The Usage Fee shall be reviewed by the Board at the end of each year and may be reasonably adjusted by the Board on a yearly basis. Such fee shall be reflected as a separate line item in the Master Association’s profit and loss statement. Such fee will not include any additional costs incurred as a result of the operation and rental of the St. Regis Hotel, or any other hotel property within Deer Crest.

(d) Dispute Resolution. Any and all disputes arising out of or related to Section 7.4 may be submitted by either party to binding arbitration before a single arbitrator mutually acceptable to the parties; provided that the claimant shall submit the matter to arbitration within fifteen (15) days of the Board determination, and the hearing shall be conducted within ninety (90) days of the Board determination. The arbitration shall be conducted pursuant to the Commercial Rules of the American Arbitration Association. In the absence of agreement concerning the selection of the arbitrator, the arbitration shall be conducted through the American Arbitration Association and the arbitrator shall be selected pursuant to American Arbitration Association protocol. This provision (d) shall be specifically enforceable according to its terms, including but not limited to an action to compel arbitration. The prevailing party in any action to enforce in whole or in part this dispute resolution clause shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

#### 7.5 Trails and Ski Ways.

(a) No Alteration or Obstruction. No Owner shall have the right to alter or obstruct the maintenance, use or enjoyment of any Trail, ski way or ski run on or adjacent to any Lot or Unit.

(b) Restrictions. Certain restrictions apply to Private Trails including without limitation: (i) unrestricted access to Private Trails is available only for Owners and their accompanying Guests; (ii) limited access to Private Trails for other Guests is available only for those who need to use the Private Trails for direct access to and from the Deer Valley ski trails; (iii) Private Trails are only open conditions permitting; (iv) Private Trails are for skiing only and users must stay on the designated Trail, and off-Trail skiing is strictly prohibited; (v) Private Trails are limited to slow skiing, and fast or reckless skiing and unauthorized snowmobiles, snowboards, sleds, tubes or other devices are not permitted. Additional restrictions may be found in the Rules and Regulations which may be updated from time to time.

(c) Inherent Risks of Skiing. Skiing includes inherent serious risks. Every skier assumes all of the risks and accepts the responsibility for injuries associated with skiing, including but not limited to: (i) the fact that there is NOT AN EASY WAY DOWN as the Trails are either blue/intermediate or double blue/advanced; (ii) changing weather and snow conditions; (iii) variations or steepness of terrain; (iv) surface or subsurface conditions such as bare spots, forest growth, rocks, stumps and ice; (v) impact with lift towers, fencing or other structures or their components; (vi) collisions with other skiers; (vii) failure to ski within one's own ability; (viii) equipment failure; (ix) failure to ski in control; and (x) snowmaking equipment, snow cats, snowmobiles, falling rocks and unmarked obstacles which may be on the slopes and Trails at any time.

7.6 Solar Energy System Moratorium. No solar energy system will be installed on any single family residence, townhome or commercial property within Deer Crest from December 27, 2021 to December 27, 2026; provided, however, that such moratorium may be waived, terminated or extended by the affirmative vote of a majority of the members of the Board on or after December 27, 2024.

7.7 General Restrictions. The following general restrictions shall apply to all of the Deer Crest Property.

(a) No Mining, Drilling or Quarrying. No Owner shall conduct mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, on the surface of the Deer Crest Property.

(b) Restriction of Signs. With the exception of a sign no larger than six (6) square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, and a sign no larger than three (3) square feet for the Owner to advertise the Owner's Lot or Unit for sale, no signs or advertising devices, including, without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Lots or Units, except signs approved in writing by the Design Review Committee in accordance with the Design Guidelines as to size, materials, color and location: (a) as necessary to identify ownership of the Lot or Unit and its address; (b) as necessary to give directions; (c) to advise of Rules and Regulations; (d) to caution or warn of danger; and (e) as may be required by law. Any approved signs shall be located as approved by the Design Review Committee. The Design Review Committee may develop comprehensive sign regulations.

(c) Restrictions on Animals. No animals other than ordinary household pets may be kept or allowed to remain on any Lot or Unit. Such ordinary household pets may not be kept or allowed to remain on any Lot or Unit unless and until written authorization is obtained from the Board, and no more than two ordinary pets shall be allowed on any Lot or Unit. The Board, in its sole discretion, shall have the right to revoke such authorization at any time in its sole discretion and shall have the power to require any Owner or Guest to remove any animal or other pet belonging to them which is not disciplined, or which constitutes an undue annoyance or a danger to other Owners, their Guests, or others.

(d) Underground Utility Lines. All water, gas, electrical, telephone, and other permanent utility lines within the limits of the Deer Crest Property must be buried underground and may not be exposed above the surface of the ground.

(e) Service Yards. All equipment, service yards or storage piles on any Lot or Unit shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots and Units, access roads and area surrounding the Deer Crest Property. The service yards shall be approved in advance by the Design Review Committee in accordance with any applicable provision of the Design Guidelines.

(f) Maintenance of Deer Crest Property. All Lots and Units and all improvements on any Lot or Unit shall be kept and maintained by the Owner thereof in clean, safe, attractive and sightly condition and in good repair.

(g) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or Unit nor shall anything be done or placed on any Lot

or Unit which is or may become a nuisance or cause significant embarrassment, disturbance or annoyance to others.

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

(i) No Unsightliness. No unsightliness shall be permitted upon any of the Deer Crest Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for construction, maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Deer Crest Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Deer Crest Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or, allowed, to accumulate on the Deer Crest Property, except in approved service yards meeting the requirements of this subsection and any requirements of the Design Guidelines and the Design Review Committee; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted on Lots or Units if visible from buildings, Lots, Units, or areas surrounding the Deer Crest Property.

(j) No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot or Unit which is unreasonably bright or causes unreasonable glare or does not comply with the Rules and Regulations or Design Guidelines; no sound shall be emitted from any Lot or Unit which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect the Deer Crest Property or improvements thereon; and no odors shall be emitted from any Lot or Unit which are noxious or offensive to others.

(k) No Cesspools or Septic Tanks. No cesspools or septic tanks shall be permitted on the Deer Crest Property. Any other type of sewage disposal system shall be installed only after approval by the Design Review Committee and all governmental health authorities having jurisdiction.

(l) Rules and Regulations. No Owner shall violate the Rules and Regulations adopted from time to time by the Master Association or rules adopted from time to time by any Neighborhood Association. No such rules shall be established which violate the intention or provisions of this Master Declaration or which shall unreasonably restrict the use of any Lot or Unit by the Owner thereof.

(m) Drainage. No Owner shall have the right to alter or obstruct the then normal flow of runoff water or storm drainage into, from or across any of the Lots or Units in the absence of specific approval of the Design Review Committee and Wasatch County.

(n) Parking. Parking of vehicles shall be allowed only in parking areas approved by the Design Review Committee.

(o) Protection of Vegetation. No trees of four (4) inches or greater in diameter shall be removed without the prior approval of the Design Review Committee pursuant to the Design Guidelines. Vegetation shall be placed and maintained on all Lots and in the common areas of all condominium projects as provided in the Design Guidelines and the landscaping plan approved by the Design Review Committee.

(p) Stilt Housing. No stilt housing may be constructed on any Lot.

(q) Excavations. Except for excavations made in the exercise of reserved mining rights (see Section 5.1(k)), no excavation shall be made on lands subject to any Plat or Super Pad Parcel Plat without the approval of the Design Review Committee and any governmental entity with jurisdiction over such activity.

(r) Occupancy. No Lots shall be used for human occupancy, either temporarily or permanently, until culinary water and sewage and waste disposal facilities approved by the applicable governmental entity and such facilities are available for use on the Lot.

## **ARTICLE 8**

### **Insurance**

8.1 Common Elements. The Master Association shall maintain fire and extended coverage insurance for no less than one hundred percent (100%) of the maximum insurable value of insurable improvements on the Common Elements. The insurance coverage shall name, as the insured, the Master Association for the benefit of the Owners. Premiums for all insurance carried by the Master Association are Common Expenses and shall be included in the Common Assessment made by the Master Association.

8.2 Fidelity Coverage. The Master Association shall maintain fidelity coverage against dishonest acts on the part of managers, Directors, employees or volunteers responsible for handling funds collected and held for the benefit of the Members. The fidelity bond or insurance must name the Master Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Master Association's estimated annual operating expenses and total reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

8.3 Waiver of Subrogation. The Master Association hereby waives and releases all claims against the Board, the Owners, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only, to the extent that insurance proceeds are received in compensation for such loss.

8.4 Liability Insurance. The Master Association shall maintain a comprehensive policy of public liability insurance covering all of the Common Elements. Such insurance policy shall contain a “severability of interest” clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Master Association or other Owners. Coverage shall have limits of liability of not less than \$2,000,000 per occurrence for personal injury and/or property damage.

8.5 Other Insurance and General. The Master Association shall also maintain Worker’s Compensation Insurance as required by law and may maintain other liability insurance as it may deem desirable, insuring each Owner and the Master Association, Board and any manager from liability in connection with the Common Elements, the premiums for which are Common Expenses included in the Common Assessments made against the Owners. Such insurance policies shall have severability of interest clauses or endorsements which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Master Association or other Owners.

8.6 Inherent Risks of Skiing. Certain risks are inherent in the sport of skiing, and, as such, Utah Code Ann. § 78-27-51 (and any successor statute or amendments thereto), and its liability limitations in particular, is hereby incorporated in this Master Declaration. As of the date of the Original Declaration, the text of Utah Code Ann. § 78-27-51 is as follows:

“The Legislature finds that the sport of skiing is practiced by a large number of residents of Utah and attracts a large number of nonresidents, significantly contributing to the economy of this state. It further finds that few insurance carriers are willing to provide liability insurance protection to ski areas operators and that the premiums charged by those carriers have risen sharply in recent years due to confusion as to whether a skier assumes the risks inherent in the sport of skiing. It is the purpose of this act, therefore, to clarify the law in relation to skiing injuries and the risks inherent in that sport, to establish as a matter of law that certain risks are inherent in that sport, and to provide that, as a matter of public policy, no person engaged in that sport shall recover from a ski operator for injuries resulting from those inherent risks.”

The Master Association is not required to carry liability insurance related to skiing injuries, and the Master Association does not assume any liability for such accidents in the event it does carry such insurance.

## **ARTICLE 9**

### **Enforcement**

9.1 Remedies and Enforcement. Declarant, the Master Association, and any Owner shall have the right to enforce this Master Declaration, the Design Guidelines and the Articles and Bylaws by appropriate proceedings at law or in equity, including the right to enjoin any violation hereof or thereof; provided, however, that the Master Association shall have the exclusive right to enforce the liens and remedies provided herein with respect to the levy,



collection, and enforcement of liens for Common Assessments, Specific Assessments, Special Assessments, and Capital Improvement Assessments.

9.2 Attorneys Fees and Costs. Any judgment rendered in any action or proceeding to enforce this Master Declaration, the Design Guidelines, the Articles, or Bylaws shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

9.3 Nuisance. Any act or omission resulting in a breach of this Master Declaration, the Design Guidelines, or the Articles or Bylaws is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such act or omission and may be exercised by Declarant, the Master Association, or any Owner.

9.4 Cumulative Remedies. All rights, options, and remedies of Declarant, the Master Association, or any Owner for the enforcement of this Master Declaration, the Design Guidelines, the Articles, or Bylaws shall be deemed cumulative and none of such rights, options, or remedies shall be deemed exclusive.

9.5 Waiver. The failure to enforce any of the covenants contained in this Master Declaration, the Design Guidelines, the Articles or Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

9.6 Personal Covenant. To the extent the acceptance of a conveyance of a Lot or Unit creates a personal covenant between the Owner of such Lot or Unit, other Owners, or the Master Association, such personal covenant shall terminate and be of no further force or effect from and after the date such Owner ceases to be the Owner of such Lot or Unit except for the payment of moneys which came due to the Master Association during the period of such ownership or separate covenant made by the Owner.

## **ARTICLE 10**

### **Mortgage Protection Clause**

10.1 Mortgage Protection. Notwithstanding any and all provisions of this Master Declaration, the Articles, or the Bylaws to the contrary (and to the extent the provisions of this Article 10, conflict with other provisions of this Master Declaration, the Articles, or the Bylaws, this Article 10 shall control):

(a) Notice. Each first Mortgagee of a mortgage encumbering any Lot or Unit, at the Owner's written request, is entitled to written notification from the Master Association of any default by the Mortgagor of such Lot or Unit in the performance of such Mortgagor's obligations under this Master Declaration, the Articles, or the Bylaws, which default is not cured within sixty (60) days.

(b) Unpaid Assessments. Each first Mortgagee of a mortgage encumbering any Lot or Unit, together with such mortgagee's successors and assigns (including a purchaser of a Lot or Unit from or through a mortgagee), which obtains title to such Lot or Unit pursuant to the remedies provided in such mortgage, or by foreclosure of such Mortgage, or by deed in lieu of foreclosure shall take title to such Lot or Unit free and clear and shall not be liable for any claims of unpaid assessments or charges against such Lot or Unit which accrued prior to the acquisition of title to such Lot or Unit by the Mortgagee.

10.2 Consent of Lender Required. Unless one hundred percent (100%) of first Mortgagees and Members holding seventy-five percent (75%) of the voting rights in the Master Association and all of the Class C Memberships have given their prior written approval, neither the Master Association nor the Owners shall:

(a) Abandon Common Elements. By act or omission seek to abandon or materially change the use of the Common Elements or any of the improvements thereon which are owned by the Master Association. The foregoing shall not prohibit or require consent to changes on the Common Elements or the ownership thereof where the Common Elements generally remain usable for their intended purposes without material impairment as contemplated in this Master Declaration. The granting of easements for public utilities or for other public purposes, open spaces conveyances and restrictions and ski related transactions consistent with the intended use of such property by the Master Association and actions taken pursuant to government requirements shall not be deemed a violation of this clause.

(b) Calculation of Assessments. Change the method of calculating the obligations, assessments, dues or other charges which may be levied against a Lot or Unit Owner.

(c) Fire and Extended Coverage Insurance. Fail to maintain fire and extended coverage on insurable Common Elements property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the maximum insurable value.

(d) Fire and Extended Coverage Insurance Proceeds. Use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement or reconstruction of such Common Elements.

10.3 Notice of Amendment or Damage. All first Mortgagees who have requested the same shall be given: (a) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Master Declaration, or the Articles or Bylaws; and (b) immediate notice following any damage to the Common Elements whenever the cost of reconstruction exceeds One Hundred Thousand Dollars (\$100,000.00).

10.4 Right to Pay. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property. The first Mortgagees making such payments shall be reimbursed immediately by the Master Association. The Master

Association shall, upon request of any, first Mortgagee, issue an agreement to make reimbursement in full to all first Mortgagees.

#### 10.5 Amendment.

(a) Limitation on Amendment. Neither this Master Declaration nor the Articles nor Bylaws will be amended in such a manner that the rights of any Mortgagee will be materially adversely affected.

(b) Consent Required. Neither Article 6, this Article 10, nor the subordination of assessments in favor of mortgagee provisions in the Master Declaration can be amended without the consent of all first Mortgagees.

### ARTICLE 11 General Provisions

11.1 Protection of Lenders. A breach of this Master Declaration or the Articles or Bylaws shall not affect or impair the lien or charge of any bona fide first Mortgage made in good faith and for value on any Lot or Unit or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by this Master Declaration, the Articles and Bylaws, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

11.2 Successors and Assigns. Except as otherwise provided herein, this Master Declaration shall be binding upon and shall inure to the benefit of Declarant, the Master Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

11.3 Limited Liability. Neither Declarant, the Master Association, the Board, the Design Review Committee nor any member, agent or employee of any of the same shall be liable to any party for any injury, damage, loss, cost or expense suffered by reason of any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

11.4 Duration of Declaration. Any provision, covenant, condition or restriction contained in this Master Declaration which is subject to the common law rule sometimes referred to as the "rule against perpetuities," shall continue and remain in full force and effect for the period of twenty years or until this Master Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Master Declaration shall continue and remain in full force and effect until January 1, 2050, provided however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Master Declaration, executed by the Owners of not less than ninety percent (90%) of the Lots and Units and all first Mortgagees then subject to this Master Declaration, said other provisions, covenants, conditions and shall - continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration,

this Master Declaration is terminated by recorded instrument directing termination signed by the Owners of not less than ninety percent (90%) of the Lots and Units and all first mortgages then subject to this Master Declaration as aforesaid.

11.5 Lease of a Lot or Unit. Any Lease for a Lot or Unit shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Master Declaration, the Articles, the Bylaws, the Rules and Regulations and Design Guidelines, and any applicable Neighborhood Declaration. Said Lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. All Leases shall be in writing. Any Owner who shall lease the Owner's Lot or Unit shall be responsible for assuring compliance by such Owner's lessee with this Master Declaration, the Articles, the Bylaws, the Rules and Regulations and Design Guidelines; and applicable Neighborhood Declaration. Failure by an Owner to take legal action, including the institution of proceedings in unlawful detainer against his lessee who is in violation within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Master Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer on behalf of such Owner against the Owner's lessee. Any expenses incurred by the Master Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Specific Assessment against such Owner. In the event such Specific Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Master Association for the collection thereof including those set forth in Article 3.

11.6 Reinvestment Fees and Use of Funds Collected by the Master Association. Upon each Transfer of any Residential Lot or Residential Unit, a reinvestment fee based on the Purchase Price of such Lot or Unit shall be paid to the Master Association for the benefit of the Master Association (a "Reinvestment Fee"), which funds shall be dedicated to benefitting the Common Elements within the Deer Crest Property or used for Master Association expenses, including without limitation common planning, facilities and infrastructure, obligations arising from an environmental covenant, community programming, resort facilities, open space, recreation amenities, charitable purposes or other Master Association expenses. The initial Reinvestment Fee shall be 1% of the Purchase Price of the subject property, which percentage may be reasonably adjusted by the Board from time to time; provided, however, that in the event the subject property is a Residential Lot or Residential Unit that pays a reduced percentage of dues either through Neighborhood Association or directly to the Master Association, the Reinvestment Fee shall be calculated using the same percentage as the percentage of Common Assessments assessed against that Lot or Residential Unit. This Reinvestment Fee covenant shall run with the land for the benefit of the Master Association. Pursuant to Utah Code Annotated § 57-1-46, the obligation to pay a Reinvestment Fee was effective immediately upon recordation of the Notice of Reinvestment Fee in the official records of the Wasatch and Summit County Recordors. In addition to the restrictions placed on the use of Reinvestment Fees as set forth above, all funds collected by the Master Association, including Reinvestment Fees, assessments, reserves and contributions to the Master Association paid by Owners, if any, shall be held by the Master Association in a fiduciary capacity to be expended in their entirety for not-for-profit purposes of the Master Association in managing, maintaining, caring for, preserving

and architecturally controlling the Deer Crest Property and for other permitted purposes as set forth in this Master Declaration. No part of said funds shall inure to the benefit of any Member (other than as a result of the Master Association managing, maintaining, caring for, preserving and architecturally controlling the Deer Crest Property and other than as a result of expenditures made for other permitted purposes as set forth in this Master Declaration).

(a) Transfers. For purposes of this Section 11.6, "Transfer" means, whether in one transaction or in a series of related transaction, any conveyance, assignment, lease, or other transfer of beneficial ownership of a Lot or Unit within Deer Crest including but not limited to (1) the conveyance of fee simple title to any such property, (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns any portion of such property, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other business entity which, directly or indirectly, owns any portion of the property. The Board shall use its reasonable judgment to (i) determine whether to exercise the Master Association's powers to impose a Reinvestment Fee in circumstances where a transfer not expressly defined herein is used to circumvent the imposition of a Reinvestment Fee, or (ii) waive application of a Reinvestment Fee to a Transfer expressly defined herein but where the Board reasonably determines that a Reinvestment Fee is not applicable under the specific circumstances of the transaction in question.

(b) Exclusions. Notwithstanding the foregoing, a Transfer shall not include any of the following excluded events, except to the extent that any such exclusion is used for the purpose of avoiding the Reinvestment Fee:

(i) Any Transfer to the United States, or any agency or instrumentality thereof, the State of Utah, any county, city, municipality, district, or other political subdivision of the State of Utah.

(ii) Any Transfer to the Master Association.

(iii) Any intra-family Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives (including the transferor's spouse), but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a transferor shall include all lineal descendants of any grandparent of the transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

(iv) Any Transfer arising solely from the termination of a joint tenancy, or the partition of a Lot held under common ownership or in connection with a divorce, except to the extent that additional consideration is paid in connection therewith.

(v) Any Transfer or change of interest for estate planning purposes or by reason of death, whether provided for in a will, trust, or decree of distribution, or by reason of the dissolution or winding up of any business entity.

(vi) The transfer of any commercial or other non-residential Lot or Unit, including any hotel, provided that the exclusion does not apply to any Units within such properties.

(vii) Any Transfer to secure a debt or other obligation or to release a Lot that is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

(viii) The Transfer of a Lot to an organization that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, provided that the Master Association specifically approves such exemption in each particular case.

(ix) Any Transfer to an affiliated party, where “affiliated party” means any entity that controls, is controlled by, or is under common control with the transferor, including control through voting interests, management agreements, or other arrangements resulting in effective control over the management of the affairs of such entity.

(x) Any Transfer of an unimproved Residential Lot by the Declarant or its affiliates, and any initial Transfer of a Residential Unit within a Development Parcel.

(xi) The conveyance, lease, assignment or transfer of any interest in any of the Common Elements.

(c) Purchase Price. For purposes of this Section 11.6, “Purchase Price” means the gross purchase price of the property that is the subject of the Transfer prior to any adjustments or credits to any party, commissions, or closing costs. The gross purchase price shall include all amounts paid by the transferee without regard to any allocations of cost or value between transferor and transferee for any reason or purpose (for example, an allocation for personal property). The Master Association may require either the transferor or transferee to submit verification of the Purchase Price.

(d) Payment of Reinvestment Fee. The Reinvestment Fee shall be payable by the buyer at closing of the Transfer, and each Reinvestment Fee not paid at that time shall accrue interest until fully paid at 5% (five percent) per annum over the rate of interest announced from time to time by Wells Fargo Bank, as its “prime rate” for commercial loans. Such interest shall be payable on demand, and if unpaid, shall be compounded monthly at the rate so calculated as of thirty (30) days after the date of the Transfer, and all accruing interest shall become a part of the Reinvestment Fee due and owing to the Master Association. Any delay by the Master Association in issuing a collection notice for a Reinvestment Fee shall not relieve the transferee of its obligation to timely pay the assessment or impair the right of the Master Association to collect such Reinvestment Fee. A Reinvestment Fee shall constitute a lien against the property that is the subject of the Transfer and shall be enforceable by the Master Association and collectible by the Master Association as set forth in this Declaration.

11.7 No Perimeter Fencing; Public Use of Trails. Declarant does not propose to enclose the entire perimeter of the Deer Crest Property with fencing and Owners and occupants of the Deer Crest Property are therefore hereby placed on notice of the Public Rights.

11.8 Amendment. Subject to the other provisions of this Master Declaration, including without limitation, the rights of first Mortgagees pursuant to Article 10, this Master Declaration may be revoked or amended as follows:

(a) Vote. This Master Declaration and any amendments thereto may be amended by affirmative vote or written consent of not less than sixty-seven percent (67%) of all Member votes and the consent of the Class C Member. Consent by the Class C Member is evidenced by its affirmative vote. Notwithstanding the foregoing, the Board may make minor clarifications or corrections to the Master Declaration without obtaining the affirmative vote or consent of the members so long as such changes do not impair the rights of any Member or Owner under the Master Declaration.

(b) Effective Date. An amendment which requires the affirmative vote or written consent of the Members as provided above shall be effective when executed by the President and Secretary of the Master Association who shall certify that the amendment has been so approved, and when the amendment has been recorded in the office of the Recorder of the appropriate County.

(c) Specific Percentage. Notwithstanding the foregoing, any provision of the Articles, the Bylaws, or this Master Declaration, which expressly requires the approval of a specified percentage or specified percentages of the voting power of the Master Association or first Mortgagees for action to be taken under said provision can be amended only with the affirmative vote or written consent of not less than the same percentage or percentages of the voting power of the Master Association and/or first Mortgagees. Any amendment subject to this provision shall be effective after the specified approval has been given and that fact has been certified in a writing executed by the President and the Secretary of the Master Association.

(d) Amendment of Design Guidelines. A copy of the Design Guidelines was attached to the Original Master Declaration for informational purposes only and was not intended to be incorporated by reference into, or made a part of, this Master Declaration. The Design Guidelines may be amended without also amending this Master Declaration, and the Master Declaration may be amended without also amending the Design Guidelines. In this regard, if the Design Guidelines are amended, then the amended version of the Design Guidelines shall be the controlling and operative Design Guidelines without any requirement that the amendment be recorded rather than the unamended version of the Design Guidelines attached to this Master Declaration.

11.9 No Public Right or Dedication. Nothing contained in this Master Declaration shall be deemed to be a gift or dedication of all or any part of the Deer Crest Project or the Deer Crest Property to the public, or for any public use.

11.10 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any, right, title, estate or interest in any Lot, or Unit in the Deer Crest Project does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained, referred to or incorporated herein, whether or not any reference to this Master Declaration is contained in the instrument by which such person acquired an interest in said Lot or Unit.

11.11 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by mail, by overnight express carrier or electronically. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Master Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Master Association. Such an address may be changed from time to time by notice in writing to the Master Association. If delivery is made by express carrier, such notice may be affected by delivery to an independent third-party commercial delivery service for same day or next day delivery and providing for evidence of receipt. Such delivery shall be effective upon delivery to such commercial delivery service. Notices may be given electronically at the address provided by the addressee and shall be deemed to have been delivered upon receipt by such addressee.

11.12 [No longer applicable]

11.13 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a resort community within the Deer Crest Project. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. The term "person" shall refer to a person or entity. The terms "recorded and recordation" shall refer to recording in the official records of the Summit County or Wasatch County Recorder's office, as applicable.

11.14 Severability. Invalidity or unenforceability of any provision of this Master Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Master Declaration.

[Signatures Begin on Following Page]



THIS FIRST AMENDMENT TO AND RESTATEMENT OF THE COMBINED, AMENDED AND RESTATED MASTER DECLARATION is executed as of the day and year first above written.

DEER CREST MASTER ASSOCIATION, INC.,  
a Utah not for profit corporation

By W. James Tozer, Jr.  
W. James Tozer, Jr., President

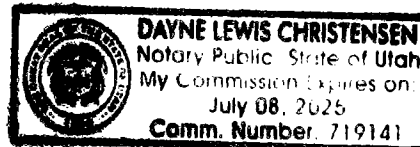
By Lynda Fetter  
Lynda Fetter, Secretary

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 28 day of October, 2024, by W. James Tozer, Jr., as President of **DEER CREST MASTER ASSOCIATION, INC.**, a Utah not for profit corporation.

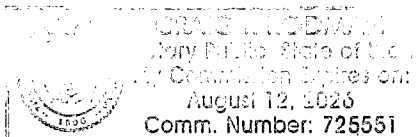
[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Summit )



The foregoing instrument was acknowledged before me this 30 day of Dec., 2024, by Lynda Fetter, as Secretary of **DEER CREST MASTER ASSOCIATION, INC.**, a Utah not for profit corporation.

[Signature]  
NOTARY PUBLIC



EXHIBITS [To be attached for Recording]

- A-1 Deer Crest Property
- A-2 Revised Deer Crest Master Plan and Trail Maps
- B Additional Property
- C Agreements between Declarant or the Master Association and Deer Valley  
Resort Company
- D Third Party Agreements
- E Gate Control Regulations
- F Schedule of Assessments and Voting as of 5/1/2025

**EXHIBIT A-1  
LEGAL DESCRIPTION TO THE  
COMBINED, AMENDED AND RESTATED MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS, AND  
RESERVATION OF EASEMENTS**

The following legal description is intended to include all of the land described in Exhibit A to the original Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest, which was recorded November 3, 1997 in the official records of the Wasatch County Recorder as Entry No. 00198235 in Book 00363 at Pages 00542-00613 and in the official records of the Summit County Recorder as Entry No. 00492181 in Book 01093 at Pages 00139-00210, as well as all land added to the Deer Crest project by the following Supplemental Declarations:

1. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Crest Estates UPCMC 8 Lot Subdivision Wasatch County, Utah  
Dated October 15, 1998  
Recorded October 27, 1998 in Wasatch County  
Entry #00207963 in Book 400 Pages 524-530
2. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Roosevelt Gap Master Parcel Plat, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209777 in Book 408 at Pages 418-424
3. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Hollow Village (now Founders Place) Subdivision, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #209778 in Book 408 at Pages 425-429
4. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Snowtop Subdivision, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209779 in Book 408 at Pages 430-434
5. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Crest Estates Subdivision – Phase 2, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209780 in Book 408 at Pages 435-439

6. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Hollow Master Parcel Plat, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209781 in Book 408 Pages 440-446
7. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Jordanelle Village Master Parcel Plat, Wasatch County, Utah  
Dated December 17, 1998  
Recorded December 23, 1998 in Wasatch County  
Entry #00209783 in Book 408 at Pages 456-462
8. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Deer Crest Estates UPCMC 4 Lot Subdivision, Wasatch County, Utah  
Dated January 30, 2000  
Recorded July 5, 2000 in Wasatch County  
Entry #00225374 in Book 467 Pages 354-360
9. Supplemental Master Declaration of Covenants, Conditions and Restrictions for Deer Crest, Hidden Hollow Subdivision, Summit County, Utah  
Dated November 14, 2005  
Recorded November 17, 2005 in Summit County  
Entry # 00758958 Book 1752 Pages 421-428
10. Supplemental Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Deer Crest, Deer Pointe Unit Neighborhood Association, Wasatch County, Utah  
Dated January 1, 2008  
Recorded January 15, 2008 in Wasatch County  
Entry # 330797 in Book 958 Pages 649-655

all of which property together constitutes the "Deer Crest Property". From and after the recordation of this Combined, Amended and Restated Declaration, all uses of the legal description below shall include all of the legal descriptions in the foregoing instruments to the extent the legal descriptions below omit any part of the land described by the foregoing.

**PARCEL 1: ROOSEVELT GAP INCLUDING THE HOTEL AND SNOW PARK**

**LOTS 1, 2, 3, 5, 6 AND 7, DEER CREST HOTEL SUBDIVISION PLAT (AMENDING THE ROOSEVELT GAP SUBDIVISION PLAT), ACCORDING TO THE OFFICIAL PLAT RECORDED ON MAY 16, 2005 AS ENTRY NO. 736261, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AND RECORDED ON MAY 16, 2005, AS ENTRY NO. 283176 IN THE OFFICE OF THE WASATCH COUNTY RECORDER**

**(Wasatch County Tax Serial Nos. 0DZ-0001, 0DZ-0002, 0DZ-0003 AND 0DZ-0005)**

**(Summit County Tax Serial Nos. DCHS-6 AND DCHS-7)**

**AND**

**LOT 4, DEER CREST HOTEL SUBDIVISION PLAT (AMENDING THE ROOSEVELT GAP SUBDIVISION PLAT), ACCORDING TO THE PLAT RECORDED MAY 16, 2005, AS ENTRY NO. 283176, IN BOOK 754, AT PAGE 717, IN THE OFFICE OF THE WASATCH COUNTY RECORDER AND RECORDED MAY 16, 2005, AS ENTRY NO. 736261, IN BOOK 1700, AT PAGE 492, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.**

**TOGETHER WITH AND INCLUDING, WITHOUT LIMITATION:**

- (i) **UNITS 101, 102, 109, 110, 111, 112, 201, 202, 209, 210, 211, 216, 219, 301, 302, 309, 310, 316, 317, 318, 319, 322, 325, 401, 402, 409, 410, 411, 414, 419, 420, 427, 428, 433, 501, 502, 509, 510, 511, 514, 519, 520, 527, 528, 533, 601, 602, 609, 610, 611, 614, 619, 620, 627, 628, 633, 701, 702, 709, 710, 711, 714, 719, 720, 726, 727 AND 733 OF THE FIRST AMENDED AND RESTATED DEER CREST ROOSEVELT GAP CONDO SUITES, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF WASATCH COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 354433, AND IN THE OFFICE OF THE SUMMIT COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 886961 ("PLAT") AND THE FIRST AMENDED AND RESTATED CONDO SUITES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER CREST ROOSEVELT GAP CONDO SUITES RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 354435, IN BOOK 1004, AT PAGE 1640, AND IN THE OFFICE OF THE SUMMIT COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 886963, IN BOOK 2010, AT PAGE 1613, AND AN UNDIVIDED INTEREST IN THE NON-EXCLUSIVE PERPETUAL EASEMENT RIGHTS OVER THE OWNER ACCESS AREA AND THE BALCONY AREA APPURTENANT TO SUCH CONDO SUITES UNITS, AS DESIGNATED ON THE PLAT.**

**(WASATCH COUNTY PARCEL NOS., 20-3662 THROUGH 20-3728)**

- (ii) **UNITS 3A, 801, 802, 803, 804, 805, 806, 807, 808, 901, 902, 903, 904, 905, 906, 907, 908, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1101 AND 1102, OF THE FIRST AMENDED AND RESTATED DEER CREST ROOSEVELT GAP RESIDENCES, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 354433 AND IN THE OFFICE OF THE SUMMIT COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 886961 ("PLAT") AND THE**

FIRST AMENDED AND RESTATED RESIDENCE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER CREST ROOSEVELT GAP RESIDENCES RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 354436 IN BOOK 1004 AT PAGE 1734 AND THE OFFICE OF THE SUMMIT COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 886964 IN BOOK 2010 AT PAGE 1707 AND AN UNDIVIDED INTEREST IN THE NON-EXCLUSIVE PERPETUAL EASEMENT RIGHTS OVER THE OWNER ACCESS AREA AND THE BALCONY AREA APPURTENANT TO SUCH RESIDENCE UNITS, AS DESIGNATED ON THE PLAT.

(SUMMIT COUNTY SERIAL NO. DCRGR-3A-1AM)  
(WASATCH COUNTY PARCEL NOS. 20-3729 THROUGH 20-3736, 20-3738 THROUGH 20-3743 AND 20-3745 THROUGH 20-3754)

- (iii) AFFORDABLE UNITS 2A AND 2B, OF THE FIRST AMENDED AND RESTATED DEER CREST ROOSEVELT GAP RESORT AS THE SAME IS IDENTIFIED IN THE CERTAIN PLAT RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 354433 AND IN THE OFFICE OF THE SUMMIT COUNTY RECORDER ON NOVEMBER 20, 2009, AS ENTRY NO. 886961 ("PLAT").

(SUMMIT COUNTY TAX SERIAL NOS. DCRGR-2A-1AM, AND DCRGR-2B-1AM)

- (iv) UNITS 201, 202, 203, 301, 302, 303, 401, 402 AND 403, AS WELL AS THE SPACE DESIGNATED AS AHU-1, SNOW PARK RESIDENCES CONDOMINIUM PLAT, ACCORDING TO THE PLAT RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE ON JANUARY 25, 2021, AS ENTRY NO. 1153666 ("SNOWPARK RESIDENCES PLAT"), TOGETHER WITH AN APPURTENANT UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOW PARK RESIDENCES, RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE ON JANUARY 25, 2021, AS ENTRY NO. 1153668, IN BOOK 2635, AT PAGE 186.

(SUMMIT COUNTY TAX SERIAL NOS. SPRC-201, SPRC-202, SPRC-203, SPRC-301, SPRC-302, SPRC-303, SPRC-401, SPRC-402, SPRC-403)

- (v) THE OWNER ACCESS AREAS, RESTRICTED ACCESS AREAS, BALCONY AREAS AND COMMERCIAL AREAS AS SHOWN ON THE PLAT AND THE SNOWPARK RESIDENCES PLAT.

**PARCEL 2: SINGLE FAMILY LOTS AND AJACENT OPEN SPACES INCLUDING SINGLE FAMILY LOTS IN DEER CREST SUBDIVISION AND HIDDEN HOLLOW**

**DEER CREST SUBDIVISION SINGLE FAMILY LOTS AND OPEN SPACE:**

LOTS 1 THROUGH 19, 21 THROUGH 38, 40 THROUGH 54 AND 59 THROUGH 93, OPEN SPACE LOTS 1 THROUGH 10 INCLUSIVE, AND THE PRIVATE ROADS, DEER CREST SUBDIVISION, PHASE I, AMENDED ACCORDING TO THE OFFICIAL PLAT RECORDED ON DECEMBER 13, 1999 AS ENTRY NO. 220133, IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(WASATCH COUNTY SERIAL NOS. 0DC-1001 THROUGH 0DC-1019, 0DC-1021 THROUGH 0DC-1038, 0DC-1040 THROUGH 0DC-1054, 0DC-1059 THROUGH 0DC-1093 0DC-1OPN-1, 0DC-1OPN-2, 0DC-1OPN-3, 0DC-1OPN-4, 0DC-1OPN-5, 0DC-1OPN-6, 0DC-1OPN-7, 0DC-1OPN-8, 0DC-1OPN-9, 0DC-1OPN-A AND 0DC-1RDS)

AMENDED LOT 20, AMENDED PLAT LOT 20 DEER CREST SUBDIVISION, PHASE I, AMENDED ACCORDING TO THE OFFICIAL PLAT RECORDED ON DECEMBER 30, 2005 AS ENTRY NO. 294531, IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(WASATCH COUNTY SERIAL NO. 0DC-1020)

AMENDED LOT 39, AMENDED LOT 39 AMENDED DEER CREST SUBDIVISION, PHASE I, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JUNE 17, 2009 AS ENTRY NO. 349911, IN THE OFFICE OF THE WASATCH COUNTY RECORDER

(WASATCH COUNTY SERIAL NO. 0DC-1039)

LOTS 55 THROUGH 58, 94 THROUGH 125, OPEN SPACE LOTS 1 THROUGH 8 INCLUSIVE AND THE PRIVATE ROADS, AMENDED PLAT, DEER CREST SUBDIVISION, PHASE II, ACCORDING TO THE OFFICIAL PLAT RECORDED ON DECEMBER 13, 1999 AS ENTRY NO. 220132, IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(WASATCH COUNTY SERIAL NOS. 0DC-2056 THROUGH 0DC-2058, 0DC-2094 THROUGH 0DC-2125, 0DC-2OPN-1, 0DC-2OPN-2, 0DC-2OPN-3, 0DC-2OPN-4, 0DC-2OPN-5, 0DC-2OPN-6, 0DC-2OPN-7, 0DC-2OPN-8 AND 0DC-2RDS)

**AMENDED LOTS 1U AND 2U, AMENDED LOTS 1U & 2U AMENDED DEER CREST ESTATES/U.P.C.M.C. 8 LOT SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED ON AUGUST 7, 2012 AS ENTRY NO. 381233, IN THE OFFICE OF THE WASATCH COUNTY RECORDER**

**(WASATCH COUNTY SERIAL NOS. 0DC-0001-U AND 0DC-0002-U)**

**LOTS 3U, 4U, 5U, 6U, 7U AND 8U, DEER CREST ESTATES U.P.C.M.C. 8 LOT SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED ON OCTOBER 27, 1998 AS ENTRY NO. 207962, IN THE OFFICE OF THE WASATCH COUNTY RECORDER**

**(WASATCH COUNTY SERIAL NOS. 0DC-0003-U, 0DC-0004-U, 0DC-0005-U, 0DC-0006-U, 0DC-0007-U AND 0DC-0008-U)**

**LOTS, 10U, 11U AND 12U, DEER CREST ESTATES U.P.C.M.C. 4 LOT SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JULY 5, 2000 AS ENTRY NO. 225373, IN THE OFFICE OF THE WASATCH COUNTY RECORDER**

**(WASATCH COUNTY SERIAL NOS. 0DC-0010-U, 0DC-0011-U AND 0DC-0012-U)**

**AMENDED LOT 9U, AMENDED LOT 9U AMENDED DEER CREST ESTATES/U.P.C.M.C. 4 LOT SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED ON FEBRUARY 29, 2012, AS ENTRY NO. 376737, IN THE OFFICE OF THE WASATCH COUNTY RECORDER**

**(WASATCH COUNTY SERIAL NO. 0DC-0009-U)**

**HIDDEN HOLLOW SINGLE FAMILY LOTS AND OPEN SPACE**

**LOT 2 THROUGH 5, HIDDEN HOLLOW SUBDIVISION AT DEER CREST, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON JULY 6, 2001, AS ENTRY NO. 592853, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.**

**(SUMMIT COUNTY TAX SERIAL NOS. HHDC-2- HHDC-3, HHDC-4 AND HHDC-5)**

**AMENDED LOT 1 AND PARCEL A, HIDDEN HOLLOW SUBDIVISION AT DEER CREST, LOT 1 AMENDED ACCORDING TO THE OFFICIAL PLAT RECORDED ON JANUARY 3, 2013, AS ENTRY NO. 960704, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.**

**(SUMMIT COUNTY TAX SERIAL NOS. HHDC-1-AM AND HHDC-A-AM)**



**PARCEL 3: DEER HOLLOW OPEN SPACE AND DEER HOLLOW AND SNOWTOP SINGLE FAMILY LOTS**

**DEER HOLLOW OPEN SPACE**

BEGINNING AT A POINT ON THE SUMMIT-WASATCH COUNTY LINE, WHICH IS SOUTH 00°30'11" WEST 5068.58 FEET ALONG THE SECTION LINE AND EAST 5100.21 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE COUNTY LINE THE FOLLOWING 15 COURSES: 1) NORTH 51°35'50" WEST 408.17 FEET; THENCE 2) NORTH 40°47'43" WEST 296.74 FEET; THENCE 3) NORTH 26°08'13" WEST 279.53 FEET; THENCE 4) NORTH 12°53'14" EAST 499.61 FEET; THENCE 5) NORTH 12°51'25" EAST 724.39 FEET; THENCE 6) NORTH 11°18'39" EAST 801.35 FEET; THENCE 7) NORTH 28°29'27" EAST 214.25 FEET; THENCE 8) NORTH 08°43'41" EAST 906.05 FEET; THENCE 9) NORTH 17°33'57" EAST 446.92 FEET; THENCE 10) NORTH 55°24'54" EAST 454.52 FEET; THENCE 11) NORTH 61°48'14" EAST 133.55 FEET, MORE OR LESS, TO AN EXISTING COUNTY MONUMENT NO. 1408, SAID MONUMENT BEING SOUTH 00°30'11" WEST 529.16 FEET ALONG THE SECTION LINE AND EAST 5719.73 FEET, MORE OR LESS FROM AFORESAID EAST QUARTER CORNER OF SECTION 16; AND CONTINUING THENCE 12) NORTH 73°02'55" EAST 812.81 FEET; THENCE 13) NORTH 73°11'51" EAST 485.08 FEET; THENCE 14) SOUTH 85°09'01" EAST 382.13 FEET; THENCE 15) SOUTH 43°00'37" EAST 488.15 FEET; THENCE ALONG THE EAST LINE OF THE QUEEN ESTHER NO. 3 MINING CLAIM (MS 6979) SOUTH 18°31'58" WEST 333.29 FEET; THENCE ALONG THE WEST LINE OF THE MOUNTAIN NEEF NO. 5 MINING CLAIM (MS 6798) SOUTH 05°39'38" EAST 573.77 FEET; THENCE ALONG THE WEST LINE OF THE MOUNTAIN NEEF NO. 3 MINING CLAIM SOUTH 05°26'45" EAST 627.94 FEET; THENCE ALONG THE SOUTH LINE OF THE MOUNTAIN NEEF NO. 3 MINING CLAIM SOUTH 77°30'43" EAST 949.82 FEET; THENCE SOUTH 12°29'17" WEST 200.13 FEET; THENCE SOUTH 59°20'50" WEST 1185.66 FEET; THENCE SOUTH 56°18'15" WEST 892.91 FEET; THENCE SOUTH 49°29'40" WEST 160.17 FEET; THENCE SOUTH 53°39'37" WEST 342.90 FEET; THENCE SOUTH 33°15'48" WEST 281.97 FEET; THENCE SOUTH 13°32'07" WEST 256.73 FEET; THENCE SOUTH 30°14'49" WEST 281.06 FEET; THENCE SOUTH 69°36'33" WEST 546.57 FEET; THENCE SOUTH 78°02'09" WEST 303.50 FEET; AND THENCE SOUTH 39°00'52" WEST 290.49 FEET MORE OR LESS TO THE POINT OF BEGINNING.

(WASATCH COUNTY SERIAL NOS. OPC-0011 AND OPC-0026-8)

**LESS AND EXCEPTING THE FOLLOWING FIVE (5) DESCRIPTIONS:**

**EXCEPTING ANY PORTION LYING WITHIN DEER CREST HOTEL  
SUBDIVISION**

**EXCEPTING BLM FRACTION NORTH (EXCEPTION NO. 4 TELEMAR  
PARK SURVEY):**

**BEGINNING AT A POINT ON THE NORTH LINE OF THE ROOSEVELT  
MINING CLAIM (MS 6645) AND ON THE EAST LINE OF THE QUEEN  
ESTHER NO. 11 MINING CLAIM (MS 6979), SAID POINT BEING SOUTH  
00°30'11" WEST 1269.25 FEET ALONG THE SECTION LINE AND EAST  
5990.53 FEET MORE OR LESS FROM THE EAST QUARTER CORNER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE  
AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF  
THE ROOSEVELT MINING CLAIM SOUTH 85°42'00" EAST 414.97 FEET;  
THENCE ALONG THE SOUTH LINE OF THE QUEEN ESTHER NO. 6  
MINING CLAIM NORTH 67°49'00" WEST 402.56 FEET; THENCE ALONG  
THE EAST LINE OF THE QUEEN ESTHER NO. 11 MINING CLAIM SOUTH  
18°45' 00" WEST 127.66 FEET TO THE POINT OF BEGINNING**

**EXCEPTING ANY PORTION LYING WITHIN DEER HOLLOW (NOW  
FOUNDERS PLACE SUBDIVISION)**

**LOTS 2, 3 AND PARCEL A, FOUNDERS PLACE SUBDIVISION,  
ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 5, 2022, AS  
ENTRY NO. 521735, IN THE OFFICE OF THE WASATCH COUNTY  
RECORDER**

**EXCEPTING ANY PORTION LYING WITHIN DEER HOLLOW (NOW  
FOUNDERS PLACE CONDOMINIUMS)**

**UNIT NOS. WH-01 THROUGH WH-04, 1402, 1403, 1404, 1501 THROUGH  
1504, 1602, 1603, 1701, 1702, 1704, 2301 THROUGH 2306, 2401 THROUGH  
2406, 2502 THROUGH 2505, 2601, 2603, 2604, AND 2606, CONTAINED  
WITHIN THE FOUNDERS PLACE CONDOMINIUMS, A UTAH  
CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE  
RECORD OF SURVEY MAP RECORDED IN WASATCH COUNTY, UTAH,  
AS ENTRY NO. 521736, IN BOOK 1415, AT PAGE 302-307 AND IN THE  
DECLARATION OF CONDOMINIUM AND BYLAWS OF THE FOUNDERS  
PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC., RECORDED IN  
WASATCH COUNTY, UTAH, ON JULY 5, 2022, AS ENTRY NO. 521737, IN  
BOOK 1415, AT PAGE 308-383, OF THE OFFICIAL RECORDS, AND ALL  
AMENDMENTS THERETO.**

AND EXCEPTING ANY PORTION LYING WITHIN PARCEL 7  
LEASEHOLDS CONTAINED HEREIN

**TOGETHER WITH AND INCLUDING, WITHOUT LIMITATION:**

**DEER HOLLOW SINGLE FAMILY LOTS AND OPEN SPACE**

LOTS 126, 127, 128, 129, 130, OPEN SPACE LOT AND THE PRIVATE  
ROADS, DEER HOLLOW VILLAGE SUBDIVISION AT DEER CREST,  
ACCORDING TO THE OFFICIAL PLAT ACCORDING TO THE OFFICIAL  
PLAT RECORDED ON DECEMBER 23, 1998, AS ENTRY NO. 209772, IN  
THE OFFICE OF THE WASATCH COUNTY RECORDER

(WASATCH COUNTY SERIAL NOS. 0DH-0126, 0DH-0127, 0DH-0128, 0DH-  
0129, 0DH-0130, 0DH-00PN AND 0DH-0RDS)

**SNOWTOP SINGLE FAMILY LOTS AND OPEN SPACE**

LOTS 131 THROUGH 145, OPEN SPACE LOTS 1 AND 2 AND THE  
PRIVATE ROADS, SNOWTOP SUBDIVISION AT DEER CREST,  
ACCORDING TO THE OFFICIAL PLAT RECORDED ON DECEMBER 23,  
1998, AS ENTRY NO. 209773, IN THE OFFICE OF THE WASATCH  
COUNTY RECORDER

(WASATCH COUNTY SERIAL NOS. 0SN-0131 THROUGH 0SN-0145, 0SN-  
00PN-1, 0SN-00PN-2 AND 0SN-0RDS)

**PARCEL 4: DEER HOLLOW (NOW FOUNDERS PLACE SUBDIVISION)**

LOTS 2, 3 AND PARCEL A, FOUNDERS PLACE SUBDIVISION,  
ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 5, 2022, AS  
ENTRY NO. 521735, IN THE OFFICE OF THE WASATCH COUNTY  
RECORDER

(WASATCH COUNTY SERIAL NOS., 0YI-0002, 0YI-0003 AND 0YI-00PN-  
A)

**DEER HOLLOW (NOW FOUNDERS PLACE CONDOMINIUMS)**

UNIT NOS. WH-01 THROUGH WH-04, 1402, 1403, 1404, 1501 THROUGH  
1504, 1602, 1603, 1701, 1702, 1704, 2301 THROUGH 2306, 2401 THROUGH  
2406, 2502 THROUGH 2505, 2601, 2603, 2604, AND 2606, CONTAINED  
WITHIN THE FOUNDERS PLACE CONDOMINIUMS, A UTAH  
CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE  
RECORD OF SURVEY MAP RECORDED IN WASATCH COUNTY, UTAH,  
AS ENTRY NO. 521736, IN BOOK 1415, AT PAGE 302-307 AND IN THE  
DECLARATION OF CONDOMINIUM AND BYLAWS OF THE FOUNDERS

**PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC., RECORDED IN WASATCH COUNTY, UTAH, ON JULY 5, 2022, AS ENTRY NO. 521737, IN BOOK 1415, AT PAGE 308-383, OF THE OFFICIAL RECORDS, AND ALL AMENDMENTS THERETO.**

**TOGETHER WITH: (A) THE UNDIVIDED OWNERSHIP INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT, (THE REFERENCED DECLARATION OF CONDOMINIUM PROVIDING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED OWNERSHIP INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES); (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNIT, AND (C) THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP ( AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM OWNERSHIP ACT.**

**WASATCH COUNTY SERIAL NOS. OYP-WH01-2, OYP-WH02-2, OYP-WH03-2, OYP-WH04-1, OYP-1402-1, OYP-1403-1, OYP-1404-1, OYP-1501-1, OYP-1502-1, OYP-1503-1, OYP-1504-1, OYP-1602-1, OYP-1603-1, OYP-1701-1, OYP-1702-1, OYP-1704-1, OYP-2301-2, OYP-2302-2, OYP-2303-2, OYP-2304-2, OYP-2305-2, OYP-2306-2, OYP-2401-2, OYP-2402-2, OYP-2403-2, OYP-2404-2, OYP-2405-2, OYP-2406-2, OYP-2502-2, OYP-2503-2, OYP-2504-2, OYP-2505-2, OYP-2601-2, OYP-2603-2, OYP-2604-2 AND OYP-2606-2)**

**PARCEL 5: JORDANELLE VILLAGE/DEER CREST TOWNHOMES**

**UNITS 10 THROUGH 18, THE EXPANDABLE AREA AND OPEN SPACE LOT OF THE DEER CREST TOWNHOMES, A UTAH EXPANDABLE CONDOMINIUM PROJECT, TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN THE COMMON AREAS, AS IDENTIFIED ON THE RECORD OF SURVEY MAP RECORDED APRIL 15, 2003, AS ENTRY NO.256606, IN BOOK 618, AT PAGE 95-124 AND IN THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 14, 2003, AS ENTRY NO. 264156, IN BOOK 658, AT PAGE 298, RECORDS OF WASATCH COUNTY UTAH.**

**(WASATCH COUNTY SERIAL NOS. 0DT-0010 THROUGH 0DT-0018, 0DT-0EXA AND 0DT-0OPN)**

OPEN SPACE LOT, JORDANELLE VILLAGES, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JULY 2, 2001, AS ENTRY NO. 234774, IN THE OFFICE OF THE WASATCH COUNTY RECORDER

(WASATCH COUNTY SERIAL NO. 0JV-00PN)

VILLAGE 1 AND VILLAGE 3, AMENDED PLAT OF DEER CREST VILLAGES 1, 3 AND 4 AT THE DEER CREST RESORT (FORMERLY KNOWN AS JORDANELLE VILLAGES 1 AND 3), ACCORDING TO THE OFFICIAL PLAT RECORDED ON JULY 28, 2003, AS ENTRY NO. 260997, IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(WASATCH COUNTY SERIAL NOS. 0DV-0001 AND 0DV-0003)

PARCEL D, DEER CREST VILLAGE 2 AT THE DEER CREST RESORT (FORMERLY KNOWN AS JORDANELLE VILLAGE 2 ), ACCORDING TO THE OFFICIAL PLAT RECORDED ON SEPTEMBER 5, 2002, AS ENTRY NO. 248308, IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(WASATCH COUNTY SERIAL NO. 0DV-000D)

**PARCEL 6: LAND DER BERG (NOW DEER POINT)**

THAT PORTION OF LAND WITHIN THE BUILDING WINDOW AND DESIGNATED AS "PHASE 2 CONDOMINIUM UNITS {FUTURE PLAN} (4 UNITS)" AS SHOWN ON DEER POINT LOT 3 TOWNHOMES CONDOMINIUM PLAT, DEER POINT LOT 3 AMENDED RECORDED ON OCTOBER 18, 2007, AS ENTRY NO. 327393, IN BOOK 952, AT PAGE 476, OFFICIAL RECORDS OF WASATCH COUNTY.

(PART OF WASATCH COUNTY SERIAL NO. 0DO-0003 AND PARCEL No. 00-0020-7227)

UNITS 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A AND 6B, DEER POINTE LOT 3 TOWNHOMES CONDOMINIUM PLAT, DEER POINTE LOT 3 AMENDED, A UTAH EXPANDABLE CONDOMINIUM PROJECT, TOGETHER WITH AN UNDIVIDED APPURTENANT INTEREST IN THE COMMON AREAS AS IDENTIFIED ON THE RECORD OF SURVEY MAP RECORDED OCTOBER 18, 2007 AS ENTRY NO. 327393 AND THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR DEER POINTE, RECORDED APRIL 12, 2006 AS ENTRY NO. 299705, IN BOOK 845, AT PAGE 329 IN THE WASATCH COUNTY RECORDER'S OFFICE.

(WASATCH COUNTY SERIAL NOS. 0DO-001A, 0DO-001B, 0DO-002A, 0DO-002B, 0DO-003A, 0DO-003B, 0DO-004A, 0DO-004BA, 0DO-005A, 0DO-005B, 0DO-006A, 0DO-006B)

LOTS 1 AND 2, DEER POINTE SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED ON APRIL 12, 2006, AS ENTRY NO. 299703, IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(WASATCH COUNTY SERIAL NOS., 0DU-0001 AND 0DU-0002)

**PARCEL 7: TWC REMAINDER PROPERTY: (OPEN SPACE CONTAINING KEETLEY ROAD CORRIDOR)**

PART OF LOTS F, G AND I, HANOVER-QUEEN ESTHER SUBDIVISION AND A PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SUMMIT-WASATCH COUNTY LINE; SAID POINT BEING SOUTH 00°30'11" WEST 529.16 FEET ALONG THE SECTION LINE AND EAST 5719.73 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE COUNTY LINE THE FOLLOWING 3 COURSES: 1) SOUTH 61°48'14" WEST 133.55 FEET; THENCE 2) SOUTH 55°24'54" WEST 454.52 FEET; THENCE 3) SOUTH 17°33'57" WEST 370.98 FEET MORE OR LESS; THENCE ALONG THE NORTH LINE OF THE MCKINLEY MINING CLAIM (MS 6645) NORTH 85°42'00" WEST 328.95 FEET MORE OR LESS; THENCE NORTH 10°11'15" EAST 539.77 FEET MORE OR LESS; THENCE NORTH 01°37'00" EAST 432.66 FEET; THENCE NORTH 14°00'00" EAST 258.00 FEET; THENCE ALONG THE BOUNDARY LINE OF THE NORDIC VILLAGE PUD PARCEL B THE FOLLOWING 4 COURSES: 1) NORTH 29°36'17" EAST 266.20 FEET; THENCE 2) NORTH 23°00'00" EAST 189.00 FEET; THENCE 3) NORTH 08°00'00" WEST 55.58 FEET; THENCE 4) NORTH 80°00'00" WEST 97.00 FEET TO A POINT ON A 275.00 FOOT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 83°13'29" WEST; THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE QUEEN ESTHER DRIVE RIGHT OF WAY LINE 54.92 FEET THRU A CENTRAL ANGLE OF 11°26'31"; THENCE ALONG THE QUEEN ESTHER DRIVE RIGHT OF WAY LINE NORTH 04°40'00" WEST 57.72 FEET; THENCE ALONG THE BOUNDARY LINE OF THE NORDIC VILLAGE PUD PARCEL A THE FOLLOWING 3 COURSES: 1) SOUTH 80°00'00" EAST 315.23 FEET; THENCE 2) NORTH 04°00'00" EAST 303.94 FEET; THENCE 3) NORTH 17°00'00" WEST 360.40 FEET; THENCE ALONG THE SOUTH LINE OF THE WEARY WILLIE AND THE REPUBLICAN MINING CLAIMS SOUTH 68°19'00" EAST 649.62 FEET MORE OR LESS; THENCE SOUTH 00°40'51" EAST 620.11 FEET; THENCE SOUTH 12°19'16" WEST 761.76 FEET; THENCE SOUTH 04°33'29" WEST 142.89 FEET TO THE POINT OF BEGINNING.

(SUMMIT COUNTY TAX SERIAL NOS. HQE-F, HQE-G, HQE-I AND PC-558)

**PARCEL 8: LEASEHOLDS****TOGETHER WITH THE FOLLOWING 10 STATE LAND LEASE PARCELS:****(MCKINLEY PARCEL 1C)**

BEGINNING AT THE NORTHEAST CORNER OF THE MCKINLEY MINING CLAIM ( MS 6645), SAID POINT BEING NORTH 04°01 '53" WEST 1727.75 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EAST LINE OF SAID MCKINLEY MINING CLAIM SOUTH 04°18'00" WEST 405.71 FEET TO A POINT ON A 100.56 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 47°48'56" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 52.65 FEET THRU A CENTRAL ANGLE OF 30°00'03" TO A POINT ON A 152.58 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 77°49'00" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 119.13 FEET THRU A CENTRAL ANGLE OF 44°44'02" TO A POINT OF TANGENCY; THENCE NORTH 56°55'02" WEST 267.46 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 33°04'58" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 20.32 FEET THRU A CENTRAL ANGLE OF 11°38'37" TO A POINT OF TANGENCY; THENCE NORTH 45°16'25" WEST 87.39 FEET TO A POINT ON THE SUMMIT/WASATCH COUNTY LINE; THENCE NORTH 17°33'57" EAST 75.94 FEET ALONG SAID COUNTY LINE TO A POINT ON THE NORTH LINE OF SAID MCKINLEY MINING CLAIM; THENCE SOUTH 85°42'00" EAST 400.24 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

**(MCKINLEY PARCEL 1D)**

BEGINNING AT THE SOUTHEAST CORNER OF THE MCKINLEY MINING CLAIM ( MS 6645), SAID POINT BEING NORTH 08°24'54" WEST 1137.41 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID MCKINLEY MINING CLAIM NORTH 85°42'00" WEST 458.40 FEET TO A POINT ON THE SUMMIT/WASATCH COUNTY LINE; THENCE NORTH 08°43' 41" EAST 527.66 FEET ALONG SAID COUNTY LINE; THENCE SOUTH 45°16'25" EAST 87.39 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 44°43'35" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 20.32 FEET THRU A CENTRAL ANGLE OF 11°38'37" TO A POINT OF TANGENCY; THENCE SOUTH 56°55'02" EAST 267.46 FEET TO A POINT ON A 152.58 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 33°04'58" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF

SAID CURVE 119.13 FEET THRU A CENTRAL ANGLE OF 44°44'02" TO A POINT ON A 100.56 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 77°49'00" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 52.65 FEET THRU A CENTRAL ANGLE OF 30°00'03" TO A POINT ON THE EAST LINE OF SAID MCKINLEY MINING CLAIM; THENCE SOUTH 04°18'00" WEST 194.29 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 1 PARCEL 2A)**

BEGINNING AT THE NORTHWEST CORNER OF THE ROOSEVELT NO. 1 MINING CLAIM (MS 6645), SAID POINT BEING NORTH 08°24'54" WEST 1137.41 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE NORTH LINE OF SAID ROOSEVELT NO. 1 MINING CLAIM SOUTH 85°42'00" EAST 240.85 FEET TO A POINT ON A 248.55 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 76°09'24" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 136.96 FEET THRU A CENTRAL ANGLE OF 31°34'19" TO A POINT ON A 325.20 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 44°35'05" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 131.61 FEET THRU A CENTRAL ANGLE OF 23°11'17" TO A POINT ON A 140.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 67°46'23" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 174.42 FEET THRU A CENTRAL ANGLE OF 71°23'02" TO A POINT OF TANGENCY; THENCE SOUTH 49°09'25" WEST 315.55 FEET TO A POINT ON THE SOUTH LINE OF SAID ROOSEVELT NO. 1 MINING CLAIM; THENCE NORTH 85°42'00" WEST 148.44 FEET TO THE SOUTHWEST CORNER OF SAID MINING CLAIM; THENCE NORTH 04°18'00" EAST 600.00 FEET ALONG THE WEST LINE OF SAID MINING CLAIM TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 1 PARCEL 2B)**

BEGINNING AT A POINT THAT IS SOUTH 85°42'00" EAST 240.85 FEET FROM THE NORTHWEST CORNER OF THE ROOSEVELT NO. 1 MINING CLAIM (MS 6645), SAID POINT BEING NORTH 03°48'34" EAST 1109.56 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE NORTH LINE OF SAID ROOSEVELT NO. 1 MINING CLAIM SOUTH 85°42' 00" EAST 391.45 FEET; THENCE SOUTH 08°00' 00" EAST 225.00 FEET; THENCE SOUTH 15°08'49" WEST 306.27 FEET; THENCE SOUTH 53°41' 55" WEST 121.95 FEET TO A POINT ON THE SOUTH LINE OF SAID MINING CLAIM; THENCE NORTH 85°42'00" WEST 381.56 FEET ALONG SAID SOUTH LINE; THENCE NORTH 49°09'25" EAST 315.55 FEET TO A POINT ON A 140.00 FOOT



RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 40°50'35" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 174.42 FEET THRU A CENTRAL ANGLE OF 71°23'02" TO A POINT ON A 325.20 FOOT RADIUS COMPOUND CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 67°46'23" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 131.61 FEET THRU A CENTRAL ANGLE OF 23°11'17" TO A POINT ON A 248.55 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 44°35'05" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 136.96 FEET THRU A CENTRAL ANGLE OF 31°34'19" TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 1 PARCEL 2C)**

BEGINNING AT A POINT THAT IS ON THE NORTH LINE OF THE ROOSEVELT NO. 1 MINING CLAIM (MS 6645), SAID POINT BEING SOUTH 85°42'00" EAST 750.00 FEET FROM THE NORTHWEST CORNER OF SAID CLAIM AND NORTH 28°32'37" EAST 1216.83 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE NORTH LINE OF SAID ROOSEVELT NO. 1 MINING CLAIM SOUTH 85°42'00" EAST 480.00 FEET; THENCE SOUTH 53°41'55" WEST 800.00 FEET; THENCE NORTH 15°08'49" EAST 306.27 FEET; THENCE NORTH 08°00'00" WEST 225.00 FEET TO A POINT ON THE NORTH LINE OF SAID ROOSEVELT NO. 1 MINING CLAIM; THENCE SOUTH 85°42'00" EAST 117.70 FEET ALONG SAID MINING CLAIM TO THE POINT OF BEGINNING. THE BASIS OF BEARING FOR THE DESCRIPTION IS NORTH 00°13'37" WEST BETWEEN THE SOUTHWEST CORNER OF SECTION 14 AND THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNERS BEING FOUND MONUMENTS.

**(ROOSEVELT NO. 1 PARCEL 2D)**

BEGINNING AT A POINT ON THE NORTH LINE OF THE ROOSEVELT NO. 1 MINING CLAIM (MS 6645). SAID POINT BEING SOUTH 85°42'00" EAST 1230.00 FEET FROM THE NORTHWEST CORNER OF SAID CLAIM AND NORTH 45°44'35" EAST 1480.12 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF THE ROOSEVELT NO. 1 MINING CLAIM SOUTH 85°42'00" EAST 270.00 FEET; THENCE ALONG THE EAST LINE OF THE ROOSEVELT NO. 1 MINING CLAIM SOUTH 4°18'00" WEST 600.00 FEET; THENCE ALONG THE SOUTH LINE OF THE ROOSEVELT NO. 1 MINING CLAIM NORTH 85°42'00" WEST 970.00 FEET; THENCE NORTH 53°41'55" EAST 921.96 FEET TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 4 PARCEL 3A)**

BEGINNING AT THE NORTHWEST CORNER OF THE ROOSEVELT NO. 4 MINING CLAIM (MS 6645). SAID POINT BEING SOUTH 86°08'00" WEST 637.80 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM SOUTH 85°42'00" EAST 580.00 FEET; THENCE SOUTH 45°32'34" WEST 304.70 FEET; THENCE SOUTH 73°58'00" WEST 128.92 FEET; THENCE SOUTH 56°10'00" WEST 328.31 FEET; THENCE ALONG THE WEST LINE OF THE ROOSEVELT NO. 4 MINING CLAIM NORTH 04°18'00" EAST 476.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING COMMENCING ON THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG SECTION LINE SOUTH 00°05'48" EAST 90.87 FEET AND NORTH 85°42'00" WEST 421.73 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERN LINE OF THE ROOSEVELT NO. 4 MINING CLAIM; THENCE SOUTH 39°20'07" WEST 75.69 FEET; THENCE NORTH 85°42'00" WEST 172.96 FEET; THENCE NORTH 04°18'00" EAST 61.98 FEET; THENCE SOUTH 85°42'00" EAST 216.41 FEET TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 4 PARCEL 3B)**

BEGINNING AT A POINT ON THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM (MS 6645). SAID POINT BEING SOUTH 85°42'00" EAST 997.39 FEET FROM THE NORTHWEST CORNER OF SAID CLAIM AND SOUTH 71°47'54" EAST 377.10 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM SOUTH 85°42'00" EAST 502.61 FEET; THENCE ALONG THE EAST LINE OF THE ROOSEVELT NO. 4 MINING CLAIM SOUTH 04°18'00" WEST 437.42 FEET; THENCE SOUTH 74°25'00" WEST 150.00 FEET; THENCE NORTH 33°35'00" WEST 350.00 FEET; THENCE SOUTH 79°11'45" WEST 183.70 FEET; THENCE SOUTH 51°28'00" WEST 500.00 FEET; THENCE ALONG THE SOUTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM NORTH 85°42'00" WEST 600.00 FEET; THENCE ALONG THE WEST LINE OF THE ROOSEVELT NO. 4 MINING CLAIM NORTH 04°18'00" EAST 123.36 FEET; THENCE NORTH 56°10'00" EAST 328.31 FEET; THENCE NORTH 73°58'00" EAST 788.27 FEET TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 4 PARCEL 3C)**

BEGINNING AT A POINT ON THE SOUTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM (MS 6645). SAID POINT BEING SOUTH 85°42'00" EAST 600.00 FEET FROM THE SOUTHWEST CORNER OF SAID CLAIM AND SOUTH 06°53'52" WEST 691.31 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 51°28'00" EAST 500.00 FEET; THENCE NORTH 79°11'45" EAST 183.70 FEET; THENCE SOUTH 33°35'00" EAST 350.00 FEET; THENCE SOUTH 74°25'00" WEST 328.02 FEET; THENCE ALONG THE SOUTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM NORTH 85°42'00" WEST 450.48 FEET TO THE POINT OF BEGINNING.

**(ROOSEVELT NO. 4 PARCEL 3D)**

BEGINNING AT A POINT ON THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM (MS 6645). SAID POINT BEING SOUTH 85°42'00" EAST 580.00 FEET FROM THE NORTHWEST CORNER OF SAID CLAIM AND SOUTH 33°50'05" WEST 104.13 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM SOUTH 85°42'00" EAST 417.39 FEET; THENCE SOUTH 73°58'00" WEST 659.35 FEET; THENCE NORTH 45°32'34" EAST 304.70 FEET TO THE POINT OF BEGINNING.

**PARCEL 9: ROAD AND UTILITY EASEMENTS AND THE ACCESS EASEMENTS AS SHOWN ON THE RECORDED PLATS**

A RIGHT-OF WAY AND EASMENT OVER AND ACROSS DEER HOLLOW ROAD (UNPLATTED PORTION), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**DEER HOLLOW DRIVE:**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°19'56" EAST 2955.35 FEET COINCIDENT WITH THE SOUTH LINE OF SAID SECTION 14; THENCE NORTH 00°40'04" EAST 671.43 FEET TO THE NORTHWEST CORNER OF DEER HOLLOW ROAD AS PLATTED BY THE AMENDED PLAT DEER CREST ESTATES SUBDIVISION PHASE II, RECORDED AS ENTRY 220132, IN BOOK 446, AT PAGES 138-217 OF THE WASATCH COUNTY RECORDS AND A POINT ON THE ARC OF A 1029.16 FOOT RADIUS CURVE AND THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY 5.12 FEET ALONG THE ARC OF SAID 1029.16 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 18°03'11" EAST) THROUGH A CENTRAL ANGLE OF 00°17'06" TO A POINT OF TANGENCY; THENCE NORTH 71°39'43" WEST 279.65 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 181.25

FEET ALONG THE ARC OF A 1025.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 18°20'17" EAST) THROUGH A CENTRAL ANGLE OF 10°07'54" TO A POINT ON THE SOUTHERLY BOUNDARY OF THE "WEILENMANN, ETAL" PARCEL; THENCE CONTINUING WESTERLY 7.54 FEET ALONG THE ARC OF SAID 1025.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 28°28'11" EAST) THROUGH A CENTRAL ANGLE OF 00°25'18" TO A POINT OF TANGENCY; THENCE NORTH 61°06'31" WEST 389.74 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 117.11 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 28°53'29" WEST) THROUGH A CENTRAL ANGLE OF 06°52'54" TO A POINT OF TANGENCY; THENCE NORTH 67°59'26" WEST 41.19 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID WEILENMANN PARCEL; THENCE CONTINUING NORTH 67°59'26" WEST 118.21 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 86.38 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 22°00'34" EAST) THROUGH A CENTRAL ANGLE OF 09°25'38" TO A POINT OF TANGENCY; THENCE NORTH 58°33'48" WEST 230.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 39.75 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°26'11" WEST) THROUGH A CENTRAL ANGLE OF 18°13'09" TO A POINT OF TANGENCY; THENCE NORTH 76°46'58" WEST 48.93 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 120.22 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 13°13'02" EAST) THROUGH A CENTRAL ANGLE OF 16°12'25" TO A POINT OF TANGENCY; THENCE NORTH 60°34'33" WEST 63.18 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 132.42 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 29°25'27" WEST) THROUGH A CENTRAL ANGLE OF 43°21'22" TO A POINT OF TANGENCY; THENCE SOUTH 76°04'05" WEST 161.41 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 58.37 FEET ALONG THE ARC OF A 240.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 13°55'55" WEST) THROUGH A CENTRAL ANGLE OF 13°54'23" TO A POINT OF TANGENCY; THENCE SOUTH 89°58'28" WEST 241.73 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 107.76 FEET ALONG THE ARC OF A 385.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 00°01'32" WEST) THROUGH A CENTRAL ANGLE OF 16°20'11" TO A POINT OF TANGENCY; THENCE NORTH 73°59'21" WEST 99.31 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 131.04 FEET ALONG THE ARC OF A 355.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 16°00'39" WEST) THROUGH A CENTRAL ANGLE OF 21°08'56" TO A POINT OF TANGENCY; THENCE SOUTH 84°51'43" WEST 63.55 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE DEER HOLLOW VILLAGE SUBDIVISION, RECORDED AS ENTRY 209722, IN BOOK 408, AT PAGES 256-275 OF THE WASATCH COUNTY RECORDS; THENCE NORTH 08°00'00" WEST 50.06 FEET COINCIDENT WITH SAID EASTERLY SUBDIVISION LINE; THENCE NORTH 84°51'43" EAST 66.05 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 149.49 FEET ALONG THE ARC OF A 405.00 FOOT RADIUS CURVE TO THE

RIGHT (CENTER BEARS SOUTH 05°08'17" EAST) THROUGH A CENTRAL ANGLE OF 21°08'56" TO A POINT OF TANGENCY; THENCE SOUTH 73°59'21" EAST 99.31 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 93.76 FEET ALONG THE ARC OF A 335.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 16°00'39" EAST) THROUGH A CENTRAL ANGLE OF 16°02'11" TO A POINT OF TANGENCY; THENCE NORTH 89°58'28" EAST 241.73 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 46.24 FEET ALONG THE ARC OF A 190.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 00°01'32" WEST) THROUGH A CENTRAL ANGLE OF 13°54'23" TO A POINT OF TANGENCY; THENCE NORTH 76°04'05" EAST 161.41 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 170.26 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 13°55'55" EAST) THROUGH A CENTRAL ANGLE OF 43°21'22" TO A POINT OF TANGENCY; THENCE SOUTH 60°34'33" EAST 63.18 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 106.07 FEET ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 29°25'27" EAST) THROUGH A CENTRAL ANGLE OF 16°12'25" TO A POINT OF TANGENCY; THENCE SOUTH 76°46'58" EAST 48.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 55.65 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 13°13'02" WEST) THROUGH A CENTRAL ANGLE OF 18°13'09" TO A POINT OF TANGENCY; THENCE SOUTH 58°33'48" EAST 230.24 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 78.15 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 31°26'12" EAST) THROUGH A CENTRAL ANGLE OF 09°25'38" TO A POINT OF TANGENCY; THENCE SOUTH 67°59'26" EAST 92.24 FEET TO A POINT ON THE WESTERLY LINE OF SAID WEILENMANN PARCEL; THENCE CONTINUING SOUTH 67°59'26" EAST 67.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 123.11 FEET ALONG THE ARC OF A 1025.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 22°00'35" WEST) THROUGH A CENTRAL ANGLE OF 06°52'54" TO A POINT OF TANGENCY; THENCE SOUTH 61°06'32" EAST 389.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 111.43 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 28°53'29" EAST) THROUGH A CENTRAL ANGLE OF 06°32'54" TO THE COMMON BOUNDARY LINE OF SAID WEILENMANN PARCEL AND THE DEER POINTE, L.L.C. PARCEL A.K.A. "LAND DER BERG PARCEL"; THENCE CONTINUING SOUTHEASTERLY 68.15 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 22°20'34" EAST) THROUGH A CENTRAL ANGLE OF 04°00'17" TO A POINT OF TANGENCY; THENCE SOUTH 71°39'43" EAST 151.75 FEET TO THE EASTERLY BOUNDARY OF SAID DEER POINTE L.L.C. PARCEL; THENCE CONTINUING SOUTH 71°39'43" EAST 127.91 FEET TO A POINT ON THE WESTERLY BOUNDARY OF AMENDED PLAT, DEER CREST ESTATES PHASE II, RECORDED AS ENTRY 220132, IN BOOK 446, AT PAGES 138-217 OF THE WASATCH COUNTY RECORDS; THENCE SOUTH 12°29'17" WEST 50.25

FEET COINCIDENT WITH SAID WESTERLY SUBDIVISION BOUNDARY TO THE POINT OF BEGINNING.

**AND TOGETHER WITH THE FOLLOWING 11 EASEMENTS:**

**EASEMENT NO. 3 - KEETLEY ROAD NO. 2**

A NON-EXCLUSIVE RIGHT-OF-WAY AND UTILITY EASEMENT

BEGINNING AT A POINT THAT IS NORTH 85°42'00" WEST 920.24 FEET ALONG THE NORTH LINE OF THE MCKINLEY MINING CLAIM (MS 6645) FROM THE NORTHEAST CORNER OF SAID MINING CLAIM; AND RUNNING NORTH 85°42'00" WEST ALONG SAID NORTH LINE 520.00 FEET TO A POINT ON THE SUMMIT AND WASATCH COUNTY LINE; THENCE SOUTH 17°33'57" WEST 75.94 FEET ALONG SAID COUNTY LINE; THENCE NORTH 78°05'18" WEST 317.61 FEET; THENCE NORTH 80°50'40" WEST 195.94 FEET; THENCE NORTH 30°25'32" EAST 16.99 FEET TO THE POINT OF BEGINNING.

**EASEMENT NO. 4 - KEETLEY ROAD NO. 3**

A NON-EXCLUSIVE RIGHT-OF-WAY AND UTILITY EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF THE MCKINLEY MINING CLAIM (MS 6645); AND RUNNING THENCE SOUTH 04°18'00" WEST ALONG THE EAST LINE OF SAID MINING CLAIM 129.73 FEET; THENCE NORTH 78°05' 18" WEST 421.38 FEET TO A POINT ON THE SUMMIT AND WASATCH COUNTY LINE; THENCE NORTH 17°33 '57" EAST 75.94 FEET ALONG SAID COUNTY LINE TO A POINT ON THE NORTH LINE OF SAID MINING CLAIM; THENCE SOUTH 85°42'00" EAST ALONG SAID NORTH LINE 400.24 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THE ABOVE TWO EASEMENT DESCRIPTIONS IS NORTH 00°13'37" WEST BETWEEN THE SOUTHEAST CORNER OF SECTION 15 AND THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNERS BEING FOUND MONUMENTS.

**EASEMENT NO. 5 - CENTERLINE SAINT LOUIS DRIVE NO. 1**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY ACROSS STATE PARCEL 1 C, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT THAT IS NORTH 16°08'05" WEST 1736.65 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15,

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON A 75.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 72°37' 48" EAST; AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 51.77 FEET THRU A CENTRAL ANGLE OF 39°32'50" TO A POINT OF TANGENCY, THENCE SOUTH 56°55'02" EAST 267.46 FEET TO A POINT ON A 177.58 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 33°04'58" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 138.65 FEET THRU A CENTRAL ANGLE OF 44°44'02" TO A POINT ON A 75.56 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 77°49'00" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 9.38 FEET THRU A CENTRAL ANGLE OF 07°06'51" TO A POINT ON THE EAST LINE OF THE MCKINLEY MINING CLAIM (MS 6645) AND TERMINATING.

**EASEMENT NO. 6 - CENTERLINE SAINT LOUIS DRIVE CONNECTOR**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY ACROSS STATE PARCEL 1 C, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT THAT IS NORTH 13°41 '02" WEST 1631.01 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 33°04'58" EAST 66.23 FEET AND TERMINATING.

**EASEMENT NO. 7 - CENTERLINE SAINT LOUIS DRIVE NO. 3**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY ACROSS STATE PARCEL 2A, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE ROOSEVELT NO. 1 MINING CLAIM (MS 6645) THAT IS NORTH 03°48'34" EAST 1109.56 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON A 248.55 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 76°09'24" EAST; AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 136.96 FEET THRU A CENTRAL ANGLE OF 31°34'19" TO A POINT ON A 325.20 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 44°35'05" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 131.61 FEET THRU A CENTRAL ANGLE OF 23°11'17" TO A POINT ON A 140.00 FOOT

RADIUS COMPOUND CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 67°46'23" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 174.42 FEET THRU A CENTRAL ANGLE OF 71°23'02" TO A POINT OF TANGENCY; THENCE SOUTH 49°09'25" WEST 315.55 FEET TO A POINT ON THE SOUTH LINE OF THE ROOSEVELT"NO" L MINING CLAIM (MS 6645) AND TERMINATING.

**EASEMENT NO. 8 - CENTERLINE SAINT LOUIS DRIVE NO. 5**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY ACROSS STATE PARCEL 3A, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM (MS 6645) THAT IS SOUTH 84°26'27" WEST 529.13 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 25°53'55" EAST 93.16 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 64°06'05" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 110.30 FEET THRU A CENTRAL ANGLE OF 84°15'58" TO A POINT ON OF TANGENCY; THENCE NORTH 69°50'08" EAST 268.18 FEET TO A POINT ON THE NORTH LINE OF THE ROOSEVELT NO. 4 MINING CLAIM (MS 6645) AND TERMINATING.

**EASEMENT NO. 9 - CENTERLINE KEETLEY ROAD NO. 5 (WEILENMANN)**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WEST LINE OF THE MOUNTAIN NEEF NO. 3 MINING CLAIM (MS 6798) NORTH 05°26' 45" WEST 145.99 FEET FROM THE SOUTHEAST CORNER OF SAID MINING CLAIM, SAID POINT BEING NORTH 62°43'23" EAST 2289.93 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 62°58'39" EAST 367.25 FEET TO A POINT ON A 812.29 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 27°01'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 179.23 FEET THRU A CENTRAL ANGLE OF 12°40'13" TO A POINT ON A 842.04 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 14°21 '09" WEST; THENCE



SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 120.15 FEET THRU A CENTRAL ANGLE OF 08°10'31" AND TERMINATING.

**EASEMENT NO. 10 - CENTERLINE KEETLEY ROAD NO. 6 (LAND DER BERG)**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT NORTH 73°32' 16" EAST 2757.06 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING ON A 842.04 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 22°31 '40" WEST; AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 43.65 FEET THRU A CENTRAL ANGLE OF 02°58'12" TO A POINT ON THE SOUTH LINE OF THE MOUNTAIN NEEF NO. 3 MINING CLAIM (MS 6798) AND TERMINATING.

**EASEMENT NO. 11 - HIDDEN HOLLOW NO. 1**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SUMMIT AND WASATCH COUNTY LINE NORTH 17°38'28" EAST 2792.10 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON A 250.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 36°49'11" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 47.18 FEET THRU A CENTRAL ANGLE OF 10°48'46" TO A POINT ON A 140.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 47°37'58" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 147.58 FEET THRU A CENTRAL ANGLE OF 60°23'49" TO A POINT ON A 375.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 12°45'51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 344.14 FEET THRU A CENTRAL ANGLE OF 52°34'53" TO A POINT ON A 75.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 39°49'02" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.60 FEET THRU A CENTRAL ANGLE OF 160°53'02" TO A POINT ON A 750.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; WHOSE RADIUS POINT BEARS NORTH 20°42'04" EAST; THENCE SOUTHEASTERLY ALONG

THE ARC OF SAID CURVE 214.06 FEET THRU A CENTRAL ANGLE OF 16°21'10" TO A POINT ON A 110.00 FOOT COMPOUND CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 04°20'54" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 188.87 FEET THRU A CENTRAL ANGLE OF 98°22' 46" AND TERMINATING.

**EASEMENT NO. 12 - HIDDEN HOLLOW NO. 2**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT NORTH 14°04' 17" EAST 3104.42 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON A 110.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 85°58'08" WEST; AND RUNNING THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.09 FEET THRU A CENTRAL ANGLE OF 74°00'40" TO A POINT ON A 151.12 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 11°57'28" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 236.64 FEET THRU A CENTRAL ANGLE OF 89°43'10" TO A POINT OF TANGENCY; THENCE NORTH 11°40'38" EAST 422.26 FEET TO A POINT ON A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 78°19'22" EAST; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE 188.50 FEET THRU A CENTRAL ANGLE OF 180°00'00" TO A POINT OF TANGENCY; THENCE SOUTH 11°40'38" WEST 151.62 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 78°19'22" EAST; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE 235.62 FEET THRU A CENTRAL ANGLE OF 180°00'00" TO A POINT OF TANGENCY; THENCE NORTH 11°40'38" EAST 32.48 FEET TO A POINT ON A 282.45 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 78°19'22" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 275.78 FEET THRU A CENTRAL ANGLE OF 55°56'32" TO A POINT ON A 1888.54 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 22°22'50" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 269 .33 FEET THRU A CENTRAL ANGLE OF 08°10'16" TO A POINT ON A 332.71 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 14°12'34" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 222.38 FEET THRU A CENTRAL ANGLE OF 38°17' 45" TO A POINT OF TANGENCY; THENCE NORTH 37°29'42" EAST 115.24 FEET TO A POINT ON A 106.92 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS

POINT BEARS SOUTH 52°30'18" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 167.94 FEET THRU A CENTRAL ANGLE OF 90°00'00" TO A POINT ON A 100.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 37°29'42" EAST; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE 314.16 FEET THRU A CENTRAL ANGLE OF 180°00'00" TO A POINT ON A 79.52 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 39°23'55" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 143.19 FEET THRU A CENTRAL ANGLE OF 103°10'36" TO A POINT ON A 265.47 FOOT RADIUS REVERSE CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 37°25'30" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 214.64 FEET THRU A CENTRAL ANGLE OF 46°19'30" TO A POINT ON A 281.67 FOOT RADIUS REVERSE CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 83°45'00" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 81.64 FEET THRU A CENTRAL ANGLE OF 16°36'25" TO A POINT ON THE NORTHERLY LINE OF THE QUEEN ESTHER NO. 5 MINING CLAIM ( MS 6979) AND TERMINATING.

#### **EASEMENT NO. 13 - HIDDEN HOLLOW ACROSS BLM**

A 50-FOOT EASEMENT AND NON-EXCLUSIVE RIGHT-OF-WAY, BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT THAT IS ON THE SOUTHERLY LINE OF THE AJO NO. 14, MINING CLAIM (MINERAL SURVEY NO. 6989) NORTH 56°22'33" WEST ALONG SAID SOUTHERLY LINE 284.97 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SAID MINING CLAIM, A FOUND MOUND OF STONES, SAID POINT BEING NORTH 24°35'22" EAST 5365.17 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 39°42'29" WEST 65.42 FEET TO A POINT ON A 398.67 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 50°17'31" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 150.54 FEET THRU A CENTRAL ANGLE OF 21°38'09" TO A POINT ON A 281.67 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 28°39'22" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 189.20 FEET MORE OR LESS THRU A CENTRAL ANGLE OF 38°29'13" TO A POINT ON THE NORTHERLY LINE OF THE QUEEN ESTHER NO. 5, MINING CLAIM, (MINERAL SURVEY NO. 6979), AND TERMINATING.

**IT IS THE INTENT HEREIN THAT THE SIDE LINES EXTEND TO THE REFERENCED SOUTHERLY AND NORTHERLY MINING CLAIM LINES.**

**THE BASIS OF BEARING FOR THE ABOVE NINE (9) CENTERLINE DESCRIPTIONS IS NORTH 00°13'37" WEST BETWEEN THE SOUTHWEST CORNER OF SECTION 14 AND THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNERS BEING FOUND MONUMENTS.**

**AND TOGETHER WITH ACCESS EASEMENT NOS. 1, 2, 3, 4, 5, 6, 7A AND SLOPE EASEMENT 7B AS SHOWN ON THE RECORDED PLATS WITHIN DEER CREST**

4878-6441-9851, v. 3

Exhibit A-2

# D E E R C R E S T

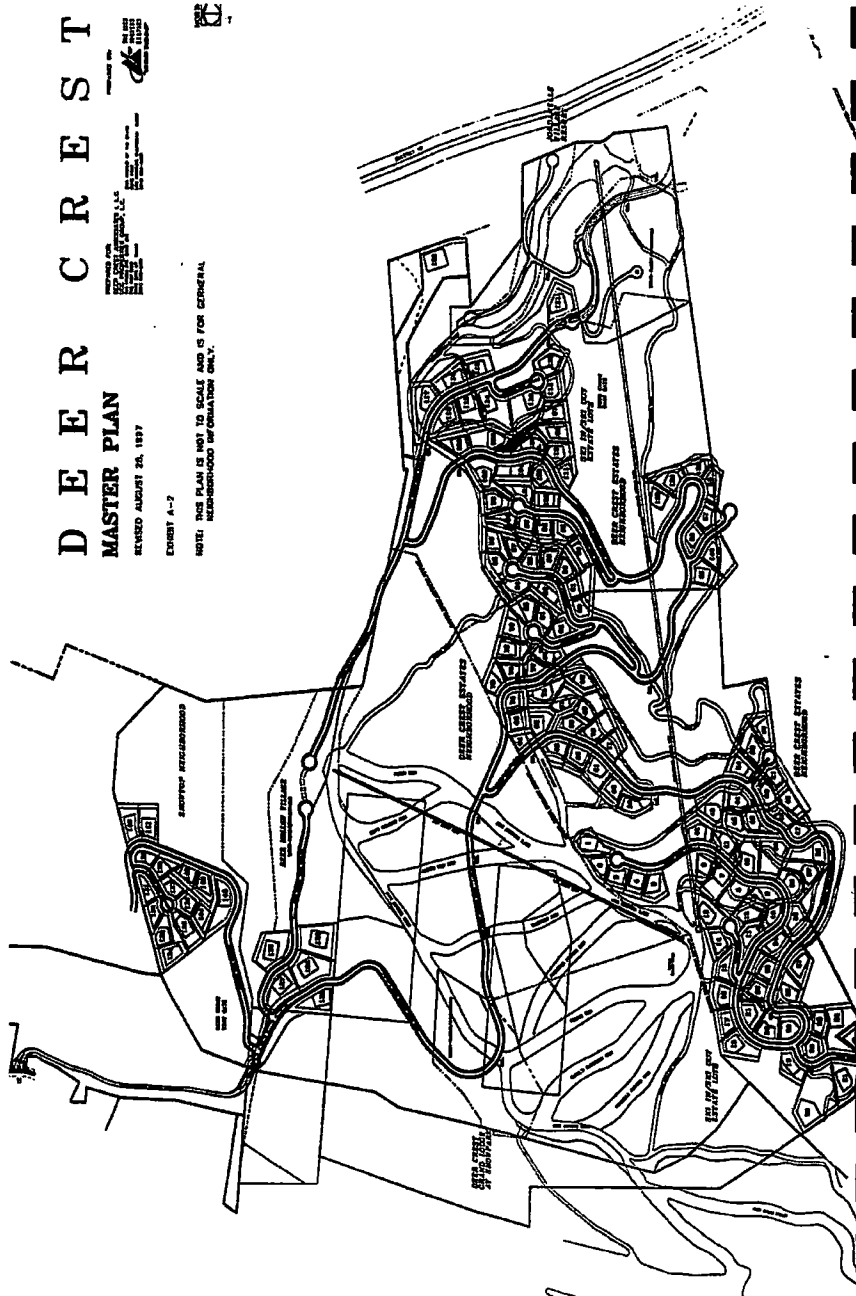
## MASTER PLAN

REVISED AUGUST 26, 1977



EXHIBIT A-2

NOTE: THIS PLAN IS NOT TO SCALE AND IS FOR GENERAL INFORMATION ONLY.





**THE JACK JOHNSON COMPANY**

**DEER CREST TRAILS LAYOUT**

**Bicycle/Pedestrian/Hiking Trails Legend:**

- Class I - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class II - Existing - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class III - Proposed - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class IV - Existing - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class V - Proposed - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class VI - Existing - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class VII - Proposed - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class VIII - Existing - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class IX - Proposed - New/Pedestrian Trail, 6'-10" wide, No. 40000000
- Class X - Existing - New/Pedestrian Trail, 6'-10" wide, No. 40000000

NOTE: PROPOSED TRAIL LOCATIONS ARE APPROXIMATE

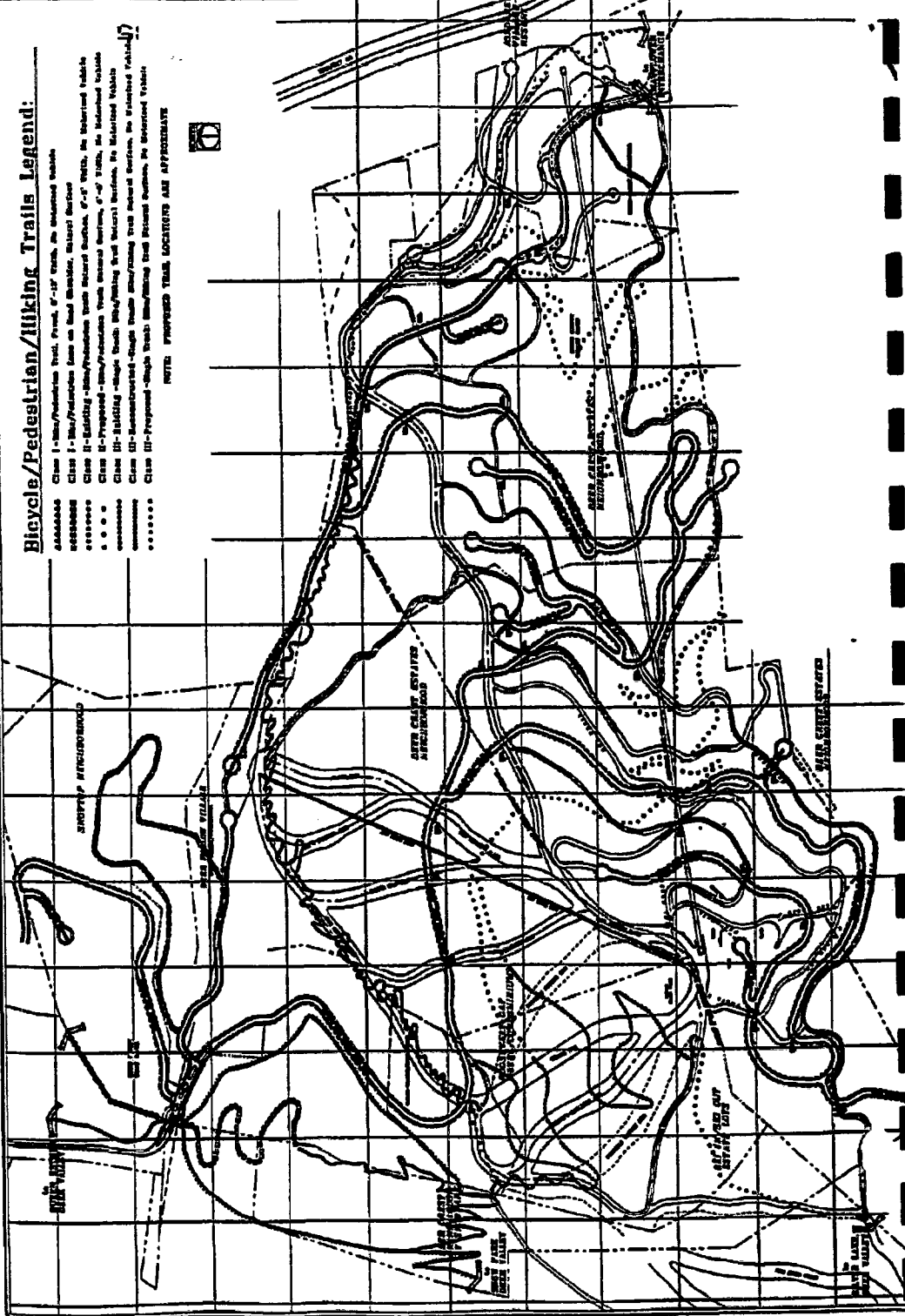


Exhibit B

Additional Properties

Property	General Location	Anticipated Residential Development	Additional Access Provisions*
Hidden Hollow	North of Snowtop Neighborhood	4 Units	Access to Hidden Hollow is provided through Snowtop and access across other roadways contemplated by Master Plan is preserved.
United Park City Mines	South of Deer Crest Project	12 Units	Access to Lots provided along the south boundary of Deer Crest Property and access across the roadways contemplated by Master Plan is preserved.
Land der Berg	North of Deer Crest Project	14 Units	Access is provided along Keetley Road and through Snowtop and access across other roadways contemplated by Master Plan is preserved.
Weilenmann	North of Deer Crest Project	8 Units	Access to Weilenmann Property is provided through Snowtop and along Keetley Road and access across the roadways contemplated by Master Plan is preserved.

- \* Deer Valley Resort Company, also retains right of access in connection with the operation of ski runs and lifts, and Queen Esther has reserved inspection rights as reflected in Section 4.5 above. This Exhibit reflects an abbreviated summary of access rights. Complete descriptions of access rights are contained in the Third Party Agreements and easements of record.

**Exhibit C**

**Agreements between Declarant or the Master Association and  
Deer Valley Resort Company**

**Ski Area Maintenance Agreement among Deer Crest Associates I, L.C., Deer Valley Resort Company, Wasatch County and Deer Crest Master Association.**

**License, Integration and Operation Agreement between Deer Crest Associates I, L.C. and Deer Valley Resort Company.**

**Amended and Restated Operating and Facilities Acquisition Agreement among Deer Crest Associates I, L.C., Deer Valley Resort Company, Deer Valley East Company and Deer Crest Master Association dated April 28, 2003.**

**These agreements are subject to amendment and may be superseded.**



**Exhibit D**  
**Third Party Agreements**

1. Agreement dated December 27, 1995 by and among United Park City Mines Company, Trans-Wasatch Company, Inc., and Park City Municipal Corporation, as amended by a First Amendment dated April 8, 1997, a Second Amendment dated April 6, 2001 and a Third Amendment dated November 10, 2017.
2. Development Agreement dated December 27, 1995 by and between United Park City Mines Company and Trans-Wasatch Company, Inc.
3. Access Agreement dated November 3, 1995 by and between Deer Valley Resort Company and Trans-Wasatch Company
4. Development Agreement dated November 3, 1995 by and between Trans-Wasatch Company and Deer Valley Resort Company
5. Access Agreement dated November 17, 1995 by and between Land der Berg LLC and Trans-Wasatch Company
6. Development Agreement dated November 17, 1995 by and between Land der Berg LLC and Trans-Wasatch Company
7. Access Agreement dated October 25, 1995 by and between Milton L. Weilenmann and Trans-Wasatch Company
8. Agreement dated October 25, 1995 by and between Trans-Wasatch Company and Milton L. Weilenmann
9. Settlement Agreement and Release dated as of August 1, 1996 between Deer Crest Associates I, L.C., Queen Esther Village Project I Owners Association and others, as supplemented by a certain letter agreement dated as of March 26, 1997.

These agreements are subject to amendment and may be superseded. Easements of record also describe the access rights of these parties.

**EXHIBIT E  
MASTER DECLARATION  
GATE CONTROL CONFIGURATION,  
REGULATIONS, PROCEDURES AND PROTOCOLS**

**LIMITATIONS ON ACCESS TO DEER HOLLOW ROAD  
AND REQUIRED USE OF EAST CONTROL GATE**

<b>TYPE OF TRAFFIC</b>	<b>APPT<sup>1</sup></b>	<b>HOURS<sup>2</sup></b>	<b>VEH. SIZE<sup>3</sup></b>	<b>EAST GATE ONLY<sup>4</sup></b>
Emergency Vehicle and Government Entities	No	no limit	no limit	n/a
Lodge or Ski Operations and Maintenance Vehicles	No	no limit	¾ T + 9 <sup>5</sup>	vehicles above size limit
Owners/Guests/House Staff all Properties within gates	No	no limit	¾ T + 9	vehicles above size limit
Residential Services and Housekeeping (other than babysitting)	No	8 a-8 p	¾ T + 9	vehicles above size limit or off-hour trip
Commercial Owners/Lessees & Customers	No	no limit	¾ T + 9	vehicles above size limit
Courier Deliveries	No	8 a-8 p	UPS van size	vehicles above size limit or off-hour trip
Vendor Residential Deliveries	Yes	no limit	¾ T + 9	vehicles above size limit
Repairman Residential	Yes	no limit	¾ T + 9	vehicles above size limit
Taxi and Airport Vans	Yes	no limit	¾ T + 12 <sup>6</sup>	vehicles above size limit
Other Commercial Deliveries <sup>7</sup>	No	8 a-8 p	¾ T + 9	vehicles above size limit or off-hour trip
R.E. Sales Traffic	Yes	8 a-8 p	¾ T + 9	vehicles above size limit or off-hour trip

**Methods for Implementation and Control**

<sup>1</sup> Traffic allowed on Deer Hollow Road by prior appointment confirmed with control gate operator.

<sup>2</sup> Traffic allowed on Deer Hollow Road only within this range of hours.

<sup>3</sup> Traffic allowed on Deer Hollow Road only if vehicle this size or smaller.

<sup>4</sup> Traffic must enter and exit controlled portion of Deer Crest Project from the east control gate if the traffic meets any one of these requirements. All construction traffic, RV's, vehicles pulling trailers, semi tractor-trailer rigs and all other vehicles with three or more axles (except emergency vehicles and snow removal equipment) must enter and exit from the east control gate.

<sup>5</sup> ¾ Ton pick-up or nine passenger vehicle in size.

<sup>6</sup> ¾ Ton pickup or 12 passenger van.

<sup>7</sup> Excluding the preceding four specific categories of commercial deliveries.

Traffic on Deer Hollow Road shall be controlled by a 24-Hour manned gate to be provided at McKinley Gap Main Gate and by a lower gate at Queen Esther Drive. Guard will have audio and video control of lower Queen Esther Gate. Guard will hand log in and out the appointment traffic. New guard training will overlap by 2 weeks old guard's departure. Guard will control traffic attempting to exit to the west in order to assure that traffic required to exit from east control gate does so.

Programmable keycards will be issued in appropriately limited quantities to Owners, Guests, and on-site staff. Replacement price for lost cards will be set at in excess of \$50 per card. A verifiable continuous electronic log will be provided with system.

Window decals, numbered, will be issued to Owners allowed within the gates, Guests and on-site staff for ready identification of their vehicles.

A system for notification, penalty, and revocation of privileges will be enforced by the Master Association. The Master Association will engage regular security patrols.

**EXHIBIT F  
ASSESSMENT AND VOTING SCHEDULE  
As of May 1, 2025\***

	A	B	C	D	E	F	G	H	I	J	K
		Development Units per Original Master Declaration used to calculate Assessments	Platted Units	Undeveloped Density Units	Access Fraction	Association Assessment Units (Development Units X Access Fraction)	Association Assessment Units Based on Platted Units	Association Assessment Units Based on Undeveloped Density Units	Total Assessment Units	Projected Votes as of May 1, 2025	Votes when Fully Platted
4	Units Neighborhoods										
5	Deer Pointe	12	12	0	0.4	4.8	4.80	0.00	4.80	4.8	4.8
6	Founders Place	83	75**	0	0.4	33.2	33.20	0.00	33.20	33.0	33.0
7	Deer Crest Village***	166	9	157	0.1	16.6	0.90	0.79	1.69	79.4	17.0
8	Roosevelt Gap	105	93	0	0.4	42.0	42.00	0.00	42.00	42.0	42.0
9	Snow Park	25	21	0	0.1	2.5	2.50	.00	2.50	3.0	3.0
10	Subtotal	391	216	157		99.1	83.40	.79	84.19	162.2	99.8
11	Residential Lots										
12	Deer Crest Phase I	125	125	0	1.0	125.0	125.00		125.00	125.0	125.0
13	Deer Crest Phase II	12	12	0	1.0	12.0	12.00		12.00	12.0	12.0
14	Founders Place	5	5	0	0.8	4.0	4.00		4.00	4.0	4.0
15	Hidden Hollow	5	5	0	0.8	4.0	4.00		4.00	4.0	4.0
16	Snow Top	15	15	0	0.8	12.0	12.00		12.00	12.0	12.0
17	Subtotal	162	162			157.0	157.00		157.00	157.0	157.0
18	TOTALS	553	378	157		256.10	240.40	.79	241.19	319.2	256.8
19						Assessments rounded to hundredth units					

\* No further action by the Members is required to authorize modification of this schedule following the platting of additional Units  
 \*\* 51 presently platted and 24 projected to be platted First Quarter 2025  
 \*\*\* To be adjusted when platting occurs