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MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PINEBROOK
A MASTER PLANNED DEVELOPMENT
SUMMIT COUNTY, UTAH

March 25, 1991

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*See Clarifying Amendment to Declaration of Covenants
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**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PINEBROOK
A MASTER PLANNED DEVELOPMENT
SUMMIT COUNTY, UTAH**

THIS DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed effective as of March __, 1991 by PINEBROOK DEVELOPMENT COMPANY, a Utah corporation, with a mailing address of EAB Plaza, East Tower 13th Floor, Uniondale, New York 11556-0121 (hereinafter called the Declarant").

RECITALS:

A. Declarant is the owner of the property located in Summit County, Utah more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property").

B. The Property is a substantial portion of the land covered by the Pinebrook Master Plan (hereinafter called the "Master Plan") originally approved by the Summit County Planning Commission in 1979 and most recently extended for five years by the Summit County Planning Commission on May 9, 1989. The area covered by the Master Plan (hereinafter called the "Planned Area") is designated in the plat of the Master Plan attached as Exhibit "B" hereto and made a part hereof.

C. Some development has already taken place on the Planned Area as Subdivisions, Condominiums and Planned Unit Developments. These developments are set out in Exhibit "C" attached hereto and made a part hereof (hereinafter called "Existing Developments"). Also, some of the Planned Area not included in the Existing Developments is owned by parties other than Declarant (which property is hereinafter called "Other Property"). The Existing Developments and Other Property are not committed to or bound by this Declaration but may be annexed and become committed to and bound by the provisions of this Declaration as hereinafter provided.

D. This Declaration is intended to provide for the development of the Property as provided by the Master Plan and accommodate the mix of land uses provided in the Master Plan, including open space, and to protect the natural beauty, quality, desirability and attractiveness of the Project (as hereinafter defined).

E. It is expected that the future development of the Project will result in declarations of covenants, conditions and restrictions for individual Phases of Development (as hereinafter defined). This Declaration is not intended to preempt or take the place of the

Phase Declarations (as hereinafter defined) for the Phases of Development but is intended to supplement such Phase Declarations and to provided for a common scheme of development with common or shared interests in the open spaces and improvements. This Declaration is designed to complement local government regulations, and to the extent conflicts occur, the more restrictive requirement shall apply.

F. Pinebrook Master Association, a non profit corporation, has been or will be incorporated under the laws of Utah, (hereinafter called the "Master Association") in order to allow for the common control, management and ownership of the Master Association Property (as hereinafter defined) and improvements that may be made on the Master Association Property for the benefit of all of the Phases of Developments to be developed on the Project as well as any Existing Developments and Other Property that may hereafter be annexed to the Project. Sub-Associations (as hereinafter defined) will be formed for the Phases of Development of the Project.

NOW THEREFORE, it is hereby declared that the Property is held and shall be held, sold, conveyed, developed, improved, leased, encumbered, occupied and used subject to this Declaration as to the following covenants, conditions, restrictions, reservations, limitations, easements, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Project and in furtherance of the protection, maintenance, subdivision, development, improvement, sale and lease of the Project in accordance with the Master Plan. The provisions of this Declaration shall be for the mutual benefit of all owners of the Property and shall constitute covenants to run with the land and shall be binding on and for the benefit of Declarant, its successors and assigns, the Master Association, its successors and assigns, and all subsequent owners of all or any part of the Property, together with their grantees, successors and assigns.

I. DEFINITIONS

1.1. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the following meanings when used in this Declaration:

(a) "Annexable Area" shall mean the portion of the Planned Area included in Existing Developments and Other Property.

(b) "Annexed Property" shall mean any Annexable Area or other real property annexed to the Project as provided in Article II of this Declaration.

(c) "Articles" shall mean the Articles of Incorporation of the Master Association filed or to be filed in the Utah Division of Corporations and Uniform Commercial Code, as such Articles may be amended from time to time.

(d) "Board" shall mean and refer to the Board of Trustees of the Master Association as duly elected in accordance with the Articles and Bylaws.

(e) "Bylaws" shall mean the Bylaws of the Master Association, as such Bylaws may be amended from time to time.

(f) "Delegate" shall mean a natural person selected to represent a Delegate District and to cast votes on behalf of all Owners within such Delegate District as provided in Section 4.3 of this Declaration.

(g) "Delegate District" shall mean a Phase of Development or other group of Members established by this Declaration, or hereafter established by the Board, from which a Delegate is chosen to represent the collective voting power of the Owners as provided in Section 4.3 of this Declaration.

(h) "Declarant" shall mean Pinebrook Development Company and/or any of its successors or assigns which may acquire ownership of the Project or any part thereof and where Pinebrook Development Company's rights as Declarant hereunder are assigned or otherwise pass by operation of law.

(i) "Declaration" shall mean this instrument as it may be amended from time to time as herein provided.

(j) "Design Review Committee" or "Committee" shall mean the committee to be created pursuant to Article VII of this Declaration.

(k) "Design Guidelines" shall mean the guidelines and rules promulgated by the Design Review Committee as provided in Section 7.2 of this Declaration.

(l) "Equivalent Unit" shall mean the Equivalent Unit(s) assigned to commercial property and residential rental apartments for voting, assessment and other purposes as provided in Section 2.3 of this Declaration. Equivalent Unit may also mean the commercial property and/or residential rental apartments to which such Equivalent Units attach.

(m) "Existing Development" shall mean and refer to each development that has taken place on the Planned Area as of the date of this Declaration as set out in Exhibit "C" to this Declaration.

(n) "Limited Use Property" shall mean any property (including improvements thereon) for the common use and benefit of some but not all Members under an arrangement between the Master Association and more than one Sub-Association or any other group of Members, other than a single Sub-Association, for common areas and facilities or amenities to be owned and/or managed by the Master Association for the benefit and use of less than all Members of the Master Association.

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(o) "Master Association" shall mean the Pinebrook Master Association that has been or will be incorporated as referred to in Recital F of this Declaration.

(p) "Master Association Documents" shall mean this Declaration, the Articles and Bylaws and all rules and regulations adopted by the Master Association under this Declaration, including, by way of example and not limitation, the Design Guidelines and the rules and regulations relating to the use of the Master Association Property.

(q) "Master Association Property" shall mean the property (including improvements thereon) owned and/or managed by the Master Association for the common use and benefit of all Members of the Master Association.

(r) "Member" shall mean and refer to every person or entity holding a membership in the Master Association as provided herein.

(s) "Mortgage" shall mean any deed of trust, mortgage or other security instrument by which a Unit, Equivalent Units or any part thereof are encumbered.

(t) "Mortgagee" shall mean any beneficiary, holder or mortgagee under a Mortgage or any successor in interest of such beneficiary, holder or mortgagee.

(u) "Open Space" shall mean the portion of the Project designated on the Master Plan as "Open Space" as that designation may be changed from time to time by amendment of the Master Plan.

(v) "Other Property" shall mean property in the Planned Area other than the Property and property included in the Existing Developments.

(w) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, of a fee simple record title to any Unit, including contract sellers but excluding those having such interest merely as security for the performance of an obligation and shall not include any Mortgagee unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Owner shall also mean any owner of undeveloped portions of the Property and owners of any commercial development or residential rental apartments to which assessable Equivalent Units are attached.

(x) "Participating Developer" shall mean a Person, other than Declarant or its successors, who acquires a portion of the Property for the purpose of improving such portion for resale or lease to the general public.

(y) "Person" shall mean a natural person, a corporation, a partnership, a trustee or any other legal entity.

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(z) "Phase Declaration" shall mean the declaration of covenants, conditions and restrictions for each Phase of Development on the Project and all amendments thereto and all supplementary declarations used to annex additional property to such Phase of Development.

(aa) "Phase of Development" shall mean each subdivision, condominium project, planned unit development project or other development, and any combination or additions to the same, located on the Project that is covered or governed by a separate Phase Declaration and has a separate Sub-Association.

(bb) "Planned Area" shall mean all of the property covered by the Master Plan, which includes the Property, Existing Developments and Other Property.

(cc) "Project" shall mean the Property and all Other Property, Existing Developments, Units and additional real property hereafter annexed to and made subject to this Declaration and to the jurisdiction of the Master Association pursuant to Article II of this Declaration.

(dd) "Property" shall mean the real property described in Section 2.1 of this Declaration.

(ee) "Sub-Association" shall mean the owners association formed or to be formed for each Phase of Development to have the responsibility and to fulfill the purposes set out in the Phase Declaration for the Phase of Development and/or the owners association for any Existing Development that is annexed into the Project, and the successors and assigns of each such association.

(ff) "Sub-Association Architectural Committee" or "Architectural Committee" shall mean any architectural control committee, however designated, which is responsible for approving construction, improvements and landscaping for a Phase of Development pursuant to a Phase Declaration.

(gg) "Unit" shall mean any residential lot, condominium unit, or other residential unit, other than a residential rental apartment unit, whether attached or unattached, or parcel of land, other than common areas, shown on the recorded subdivision plat or plat of condominium for any Phase of Development in the Project.

II. DEVELOPMENT OF PROJECT - ANNEXATION

2.1. Development of Project in Accordance With Master Plan. It is Declarant's intent (but not an obligation) that the Project, and all portions thereof, be developed and used in accordance with the Pinebrook Master Plan. Declarant reserves the right to seek the approval of any amendment of the Pinebrook Master Plan as it affects the

Property and upon any such amendment, the Project shall be developed in accordance with the Master Plan as so amended.

2.2. Phases of Development. As any portion of the Property is developed as single-family or multi-family residential units, Declarant or Participating Developer, shall, with respect thereto, record a Phase Declaration or an amendment or supplement to an existing Phase Declaration annexing the property being developed into an existing Phase of Development. All Phase Declarations shall be subject to this Declaration and shall incorporate this Declaration therein by reference. Such Phase Declaration shall designate the areas affected and may impose such further or more restrictive conditions, covenants, restrictions, land uses and limitations as Declarant or the Participating Developer may deem advisable, taking into account the particular requirements of each Phase of Development. This Declaration shall control in the event of any conflict between any Phase Declaration and the provisions of this Declaration, although such documents shall be construed to be consistent with one another to the extent possible. The inclusion in any Phase Declaration of conditions, restrictions, covenants, land uses and limitations which are more restrictive or more inclusive than the restrictions contained in this Master Declaration shall not be deemed to constitute a conflict with the provisions of this Master Declaration. A Phase Declaration for each Phase of Development of the Project shall provide for the establishment of a Sub-Association, with all Owners of Units within the Phase of Development to be members of the Sub-Association. As each Phase of Development is developed, title to and control over the common are within the Phase of Development, if any, shall be transferred to the Sub-Association in accordance with the provisions of the Phase Declaration.

2.3. Non-residential Development. Those portions of the Project that are designated for commercial or residential rental apartment purposes under the Master Plan, as the same may be amended from time to time, are not required to be included in a Phase of Development. Commercial property that is developed shall be assigned "Equivalent Units" on the basis of five Equivalent Units per acre. Residential rental apartments built on the Project shall be assigned Equivalent Units on the basis of one Equivalent Unit for each four apartment units plus one Equivalent Unit for any extra one to four units. Equivalent Units shall be treated the same as other Units for voting and assessment purposes and, except as this Declaration may otherwise provide, for other purposes under this Declaration.

2.4. Designation and Conveyance of Master Association Property. Declarant and its successors shall convey the Open Space, as required by the Master Plan, to the Master Association in such portions and at such time as Declarant shall determine as the Project is developed and additional Members are added to the Master Association. Declarant will convey to the Master Association fee title to the first portion of the Open Space within 30 days of conveyance of the first Unit to a Person other than Declarant or a Participating Builder. It is the intent of Declarant that additional parcels of the Open Space be conveyed to the Master Association in such parcels and at such times that the taxes and other costs of ownership of the Master Association Property by the Master Association can be met by assessing the Members within the assessment limits set out in Article VI of this Declaration.

Declarant may convey more of the Open Space to the Master Association than the Master Association can carry and maintain with the Common Assessments of the Members at any point in time and help with such costs as provided in Article VI of this Declaration. Declarant may also grant to the Master Association a non-exclusive easement for the use, care and maintenance of the Open Space prior to conveyance of fee title to the Master Association. The Master Association shall accept title to all Property conveyed to it by Declarant.

2.5. Limited Use Property. Declarant or a Participating Developer may convey Limited Use Property to the Master Association for the common use and benefit of some but not all Members. Two or more Sub-Associations or another identifiable group of Members, other than a single Sub-Association, may convey to Master Association or may enter into an agreement with the Master Association to manage common areas and facilities or amenities for the benefit and use of less than all Members of the Master Association. All of the costs associated with the ownership, operation, maintenance, repair, replacement and insurance of Limited Use Property shall be assessed against the Owners of Units and Equivalent Units in only those Sub-Associations or other groups of Members committed to and benefited or served by such Limited Use Property. If Limited Use Property is for Members of Sub-Associations, the Sub-Associations' documents shall indicate that Units within the applicable Phases of Development are subject to Limited Use Assessments. If Limited Use Property benefits any group of Members other than Sub-Associations, a document shall be recorded which identifies the Limited Use Property and the Units and Equivalent Units subject to Assessment for the Limited Use Property and which contains a statement that such Units and Equivalent Units shall be subject to Limited Use Assessments.

2.6. Annexation of Annexable Area. The owner or owners of any portion of the Other Property may, with Declarant's written consent so long as Declarant is a Class B Member, and thereafter with the consent of the Master Association, from time to time, annex all or any portion of the Other Property to the Project by recording a Notice of Annexation as provided in Section 2.7. Existing Developments may be from time to time be annexed to the Project upon the recording of a Notice of Annexation as provided in Section 2.7 signed by the owners association for the Existing Development and by all owners of Units or other property within the Existing Development to be annexed. Individual owners of Units in an Existing Development that has not been annexed may cause their individual Units to be annexed by recording a Notice of Annexation covering its Unit as provided in Section 2.7. Existing Developments and individual Units within an Existing Development may be annexed without the consent of the Master Association, the Members or the Declarant. Upon the recording of a Notice of Annexation covering any portion of the Annexable Area and containing the provisions set forth in Section 2.7, the covenants, conditions and restrictions contained in this Master Declaration shall apply to the Annexed Property and the Annexed Property shall be subject to the jurisdiction of the Master Association in the same manner as if such Annexed Property were originally covered by this Master Declaration and constituted an original portion of the Project. Thereafter the rights, privileges, duties and liabilities of the parties to this Master Declaration with respect to the Annexed Property shall be the same

as with respect to the Property, and the rights, obligations, privileges, duties and liabilities of the Owners, lessees and occupants of Units within the Annexed Property shall be the same as in the case of the Units originally covered by this Master Declaration.

2.7. Notice of Annexation of Annexable Area. The Notice of Annexation referred to in subsection 2.6 shall contain: (i) a reference to this Master Declaration which shall state the date, and book and page of its recordation, along with any other relevant recording data; (ii) a statement that the provisions of this Master Declaration as set forth herein shall apply to the Annexed Property; (iii) an exact legal description of the Annexed Property; and (iv) the acknowledged signature of all owners of the Annexed Property. If the Annexed Property is Other Property, the Notice of Annexation must also contain the written and acknowledged consent of Declarant, for so long as Declarant is a Class B Member, and thereafter the written consent of the Master Association.

2.8. Withdrawal of Property. Declarant, or its successor, reserves the right to unilaterally amend this Declaration to withdraw any of the Property not theretofore included in a Phase of Development or conveyed to the Master Association for the purpose of excluding the withdrawn property from the provisions of this Declaration so long as the Master Plan is also amended to exclude the land to be withdrawn.

2.9. Annexation of Additional Real Property. The owner of real property in the vicinity of the Project, other than the Annexable Area, may annex its property to the Project with the consent of the Master Association and, so long as Declarant is a Class B Member, the consent of the Declarant. Approval by the Master Association to the annexation of real property other than the Annexable Property shall require the affirmative vote of a majority of the votes of the Association represented at a meeting duly called for such purpose. If the annexation of the additional land is approved by the Master Association and Declarant, the annexation shall be effected by recording a Notice of Annexation which shall contain: (i) a reference to this Master Declaration which shall state the date, county, and book and page of its recordation, along with any other relevant recording data; (ii) a statement that the provisions of this Master Declaration as set forth herein shall apply to the property being annexed; (iii) an exact legal description of the property being annexed; (iv) the acknowledged signature of all owners of the property being annexed; and (v) the written and acknowledged consent of the Master Association and, so long as Declarant is a Class B Member, the written and acknowledged consent of Declarant.

III. MASTER ASSOCIATION PROPERTY

3.1. Member's Easement of Enjoyment. Every Owner and other Member shall have a non-exclusive right and easement of use and enjoyment in and to the Master Association Property, which easement shall be appurtenant to and shall pass with title to every Unit and Equivalent Unit subject to the following provisions:

(a) The right of Declarant or any Participating Developer to designate and convey to the Master Association additional Master Association Property pursuant to Article II of this Declaration.

(b) The right of the Master Association to establish uniform rules and regulations pertaining to the use of the Master Association Property and any recreational and other facilities located thereon and to prohibit access to portions of the Master Association Property, such as landscaped rights of way, not intended for use by the Members. The rules and regulations shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Master Association Property or the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Members.

(c) The right of the Master Association to charge Members uniform and reasonable admission and other fees for the use of any facilities situated upon the Master Association Property.

(d) The right of the Master Association to permit non-members to use the Master Association Property and any facilities situated on the Master Association Property upon the payment of fees established by the Board.

(e) The right of the Master Association to improve that Master Association Property by constructing facilities and improvements, by replacing, refurbishing, reconstructing or repairing any improvement, destroyed trees or other vegetation on Master Association Property and by planting trees, shrubs and ground cover thereon, and the right of the Master Association to close or limit the use of portion of the Master Association Property, while repairing and maintaining the same.

(f) The right of the Master Association, with the affirmative vote of two-thirds of the voting power of the Master Association, to borrow money for the purpose of improving the Master Association Property and facilities and in aid thereof, to mortgage, pledge or deed in trust any or all of its real or personal property as security for money borrowed or debts incurred.

(g) The right of the Master Association to suspend the right of any Member and the persons deriving such rights from any Member to use the Master Association Property (i) for any period during which any assessment against such Member's Unit remains unpaid and delinquent; (ii) for a period not to exceed 60 days for any infraction of this Declaration or other Master Association Documents; and (iii) for successive 60 day periods if any such infraction is not corrected during any prior 60 day suspension period.

(h) The right of the Master Association to transfer or grant to Declarant, Participating Builders, public agencies, authorities or utilities easements, licenses, permits or rights of way in, on or over the Master Association Property for public utilities, roads and/or for other purposes consistent with the intended use of the Master Association

Property or as provided in the Master Plan and this Master Declaration and reasonably necessary or useful for the proper development, use, maintenance or operation of the Project, which are intended to benefit the Project and which do not have any substantial adverse effect on the enjoyment of the Master Association Property by the Members. The right of the Master Association hereunder is concurrent with the rights of Declarant reserved in Section 3.3.

(i) The right, but not the obligation, of Declarant and of Participating Builders, with Declarant approval, to construct improvements on the Master Association Property at any time and from time to time for the improvement and enhancement thereof and for the benefit of the Master Association and Owners, so long as such construction does not directly result in an increase in the then current and applicable Common Assessments by more than the amount allowed in Article VI. Declarant and any Participating Builder shall convey or transfer such improvements to the Master Association and the Master Association shall be obligated to accept title to, care for and maintain the same.

(j) The right of Declarant and its sales agents, prospective customers, guests and representatives, and of any Participating Developer, with the written consent of the Declarant, to the non-exclusive use of the Master Association Property and the facilities thereon, without charge, for sales, display, access, ingress, egress, exhibit purposes and other purposes deemed useful by Declarant, the Participating Developer and their representatives in advertising and promoting the Project, subject to the time limitations set forth in Section 11.5 hereof. Such use shall not unreasonably interfere with the rights of enjoyment of the Members as provided herein.

(k) The right of Declarant and any Participating Developer to an easement for encroachments over the Master Association Property created by construction and overhangs as designed or constructed by Declarant or such Participating Developer and for settling, shifting and movement of any portion of the improvements thereon. A valid easement for such encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances upon any part of the Master Association Property. Encroachments referred to herein include, but are not limited to, encroachments caused by: (i) error in the original construction of any improvements constructed on the Project by Declarant or such Participating Developer; (ii) error in any recorded plat or map; (iii) settling, rising or shifting of the earth; or (iv) changes in position caused by repair or reconstruction of any improvement.

3.2. Delegation of Use. Any Owner may delegate, subject to reasonable rules and regulations adopted by the Board and in accordance with any applicable provisions of the Bylaws, his right of enjoyment to the Master Association Property and the facilities thereon to the members of his family, his tenants, or contract purchasers under a recorded installment sale contract who reside in or occupy his Unit subject to the provisions of Section 4.2. hereof. Guests of an Owner may use the Master Association Property and the facilities thereon only in accordance with the rules and regulations adopted by the Board, which rules

and regulations may limit the number of guests who may use the Master Association Property and the facilities thereon. The Board may also promulgate rules and regulations limiting the use of the Master Association Property and facilities thereon to one co-owner and his immediate family with respect to any Unit in co-ownership.

3.3. Easement Rights of Declarant. Declarant reserves to itself the right, for so long as it retains its Class B Membership, to establish by declaration or to grant to others easements, licenses, permits or rights of way in, on or over the Master Association Property for public utilities, roads and other purposes reasonably necessary or useful for the proper development, use, maintenance or operation of the Project which do not have any substantial adverse effect on the enjoyment of the Master Association Property by the Members. Declarant also reserves to itself and grants to Participating Developers, with the consent of Declarant, an easement for access, ingress, and egress over, in, upon, under, and across the Master Association Property, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's and Participating Developer's construction on the Project; provided, however, that no such rights or easements shall be exercised in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Member to any recreational facility located on the Master Association Property.

3.4. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Master Association, nor release his Unit or Equivalent Units owned by him from the liens and charges thereof, by waiver of the use and enjoyment of the Master Association Property and the facilities thereon or by abandonment of his Unit or Equivalent Units.

3.5. Transfer of Title to Master Association Property upon Dissolution of the Master Association. In the event of the dissolution of the Master Association, the Master Association Property shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the Bylaws, the Articles or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Master Association Property shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Master Association and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article VI of this Declaration. To the extent the foregoing is not possible, the Master Association Property shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners.

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IV. MEMBERSHIP IN MASTER ASSOCIATION

4.1. Membership. Members of the Master Association shall be (i) Declarant (irrespective of whether Declarant is the Owner of a Unit), for so long as Declarant is a Class B Member pursuant to Section 4.2 of this Article, and (ii) each Owner (including Declarant and any Participating Developer) of one or more Units subject to assessment in any Phase of Development; and (iii) each Owner (including Declarant and any Participating Developer) of residential rental apartments and commercial property to which Equivalent Units have attached pursuant to Section 2.3. The Person or Persons who constitute the Owner of a Unit or Equivalent Unit shall automatically be the holder of the Membership in the Master Association, which Membership shall be appurtenant to the Unit or to the commercial property or residential rental apartments to which Equivalent Units have attached. Such Membership shall automatically pass with fee simple title to the Unit and Equivalent Units. Ownership of a Unit or Equivalent Unit shall be the sole qualification for an Owner's Membership in the Master Association. Declarant shall hold a separate Membership in the Master Association for each Unit or Equivalent Unit owned by Declarant. Except for Declarant's Class B Membership, Membership in the Master Association shall not be assigned, transferred, pledged or alienated in any way separate and apart from the transfer of fee simple title to a Unit or Equivalent Unit. Declarant's Class B Membership may not be partially assigned or held by more than one entity and may not be transferred except to a successor to Declarant's rights to all or a portion of the Property. Any attempt to make a prohibited Membership transfer shall be void and will not be reflected on the books of the Master Association. Membership in the Master Association shall be in addition to membership in any Sub-Association responsible for the Phase of Development in which a Member's Unit is located. Declarant's Class B Membership in the Master Association shall not be deemed to create any comparable membership rights in any Sub-Association.

4.2. Voting Rights in Master Association. The Master Association shall have two classes of voting Membership as follows:

(a) Class A. Class A Members shall be all Owners of Units and Equivalent Units (including the Declarant and Participating Developers). There shall be one vote for each Unit in a Phase of Development for which assessments have commenced and one vote for each Equivalent Unit for which assessments have commenced. Unless otherwise specified in this Declaration or the Bylaws, the vote of each Unit and Equivalent Unit shall be exercised by the Voting Delegate as provided in Section 4.3. In any situation where a Member is personally entitled to vote his Class A Membership and more than one person holds an interest in the Unit (or Equivalent Unit) only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A vote for each Unit shall be exercised, if at all, as a unit. Where no voting co-owner is designated, or if such designation shall be revoked, the vote for such Unit shall be exercised as mutually agreed upon by the co-owners of the Unit. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting

with the consent of his or her co-owners. No vote shall be cast for any Unit if all co-owners, present in person or by proxy, owning such Unit, cannot agree to said vote or other action. Any Mortgagee who acquires title to a Unit or Equivalent Units pursuant to a judgment of foreclosure or a trustee sale shall automatically become entitled to exercise all voting rights which the Owner of said Unit or Equivalent Unit would otherwise have had.

(b) Class B. The Class B Member shall be Declarant. The rights of the Class B Member, including rights reserved to the Declarant for so long as it retains Class B Membership, are specified elsewhere in this Declaration. The Class B Member shall not be considered a part of the voting power of the Master Association and shall only have the right to elect a majority of the members of the Board. The Class B Membership shall continue for as long as Declarant or the assignee of the Class B Membership owns Units, Equivalent Units and/or undeveloped Property on which Units and/or Equivalent Units can be developed which in the aggregate equal at least 5% of the total Units and Equivalent Units that can be developed on the Project under the Master Plan. Declarant or the assignee of the Class B Membership may terminate the Class B Membership at any time by recording a declaration terminating the Class B Membership.

4.3. Delegate Voting System. Except as this Declaration or other Master Association Documents may provide for votes to be personally cast by individual Owners, all Class A Members' Votes shall be cast by Delegates of Delegate Districts as hereinafter provided.

(a) Delegate Districts. Each Phase of Development shall constitute a Delegate District for exercising the voting rights of the Class A Members in the Master Association. The Sub-Association for each Phase of Development shall exercise the voting power of all the Class A Members in such Sub-Association. Each Sub-Association shall designate an officer or trustee to act as the Delegate to exercise the voting power of the Members of the Sub-Association and an officer or trustee to act as the alternate Delegate to exercise the voting power of the Members of the Sub-Association in the absence of the Delegate. All Members who own individual Units that have been annexed and are located in Existing Developments that have not been annexed shall constitute a separate Delegate District and such Members shall hold annual elections to elect a Delegate and an alternate Delegate to exercise their voting power in the Master Association. All owners of residential rental apartments and commercial property for which Equivalent Units have been assigned that are not included in a Phase of Development, shall constitute a separate Delegate District and such Members shall hold annual elections to elect a Delegate and an alternate Delegate to exercise their voting power in the Master Association. The Board may designate additional Delegate Districts or different Delegate Districts for the above Members who are not members of a Sub-Association as the Board may determine will best serve the interests of such Members and the Master Association. Each Sub-Association and other Delegate District shall submit the name of its Delegate and alternate Delegate five days prior to the annual meeting of the Master Association and at such other time as the Delegates may be changed by the Sub-Association or Delegate District.

(b) Delegate Voting. Each Delegate shall cast one vote for each Class A Membership in the Delegate's District. At each meeting of Delegates, each Delegate shall cast the votes that he represents in such manner as such Delegate may, in his or her sole and reasonable discretion, deem appropriate, acting on behalf of all the Class A Members in the Delegate's Delegate District; provided, however, that a Sub-Association for a Phase of Development shall have the authority to call special meetings of the Sub-Association in the manner provided in the Sub-Association Bylaws or other applicable documents for the purpose of obtaining instructions as to the manner in which its Delegate is to vote on any issue to be voted on by the Delegates. In the absence of such a Bylaw provision or if a Delegate represents a Delegate District that is not a Phase of Development, a meeting may be called by the Delegate for the purpose of deciding how the Delegate shall vote and the vote of a majority of the Members represented at that meeting shall control the Delegate's vote on that issue. It shall be conclusively presumed for all purposes of the Master Association business that any Delegate casting votes on behalf of the Class A Members in such Delegate's District will have acted with the authority and consent of all such Members. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein and in the Bylaws, shall be deemed to be binding on all Members and their successors and assigns.

4.4. Delegation of Membership. A Member shall have the right to delegate, subject to reasonable Rules and Regulations adopted by the Board and in accordance with applicable provisions of the Bylaws, his rights of use and enjoyment of the Master Association Property to a lessee of his Unit; provided, however, (i) that such lessee shall have a written, recorded lease for a term of not less than six months which lease shall expressly delegate to the lessee such Member-lessor's right of use and enjoyment of the Master Association Property, and (ii) that such Member-lessor shall not be entitled to the use and enjoyment of the recreational facilities or other Master Association Property during the term of such delegation. Upon termination of a lessee's lease, the lessee's right of use and enjoyment of the Master Association Property shall cease and immediately vest in the Member-lessor until such time as the Member-lessor delegates his right of use and enjoyment to a new lessee under this Section 4.4. The Member-lessor shall remain liable for all assessments attributable to his Unit or Equivalent Unit. A Member who has sold his Unit to a contract purchaser under a Recorded installment sale contract shall also be entitled to delegate to such contract purchaser his Membership rights in the Master Association; provided, however, that such Member-contract seller shall not be entitled to the use and enjoyment of the recreational facilities or other Master Association Property during the term of such delegation. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser shall have the right of use of the Master Association Property. The contract seller, however, shall remain liable for all assessments attributable to his Unit until fee title to the Unit sold is transferred.

4.5. Transfer of Membership. If the Owner of any Unit or Equivalent Units fails or refuses to transfer the Membership registered in his name to the purchaser of such Unit upon transfer of fee title thereto, the Board shall have the right to record the transfer

upon the books of the Master Association. The Master Association may levy a reasonable transfer fee against new Owners and their Units or Equivalent Units (which fee shall be added to the Common Assessment chargeable to such new Owner) to reimburse the Master Association for the administrative costs of transferring, on the records of the Master Association, the Memberships to the new Owners.

4.6. Multiple Ownership of Units. When more than one Person ("co-owner") owns an interest or interests in any Unit or Equivalent Units, all such co-owners shall be Members subject to the voting restrictions set out in Section 4.4 and subject to the right of the Board to limit use of Master Association Property to one such co-owner as provided in Section 3.2. All co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Unit or Equivalent Units and shall be entitled to all other benefits of ownership.

V. DUTIES AND POWERS OF MASTER ASSOCIATION

5.1. Powers and Duties. The Master Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles and Bylaws and this Declaration. The Master Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Master Association. Without in any way limiting the generality of the foregoing, the Master Association may act through its Board and shall specifically have the powers and duties set out in this Article V.

5.2. Assessments. The power and duty to levy assessments on the Owners of Units in Phases of Development in which Assessments have commenced and on Owners of Equivalent Units for which Assessments have commenced, and to enforce payment of such assessments in accordance with the provisions of Article VI hereof.

5.3. Master Association Property. The Master Association shall own and/or lease the Master Association Property and shall maintain and manage the Master Association Property and all facilities and improvements thereon and all other property acquired by the Master Association. In particular the Association shall:

(a) Maintenance and Repair. Maintain and repair in a neat and attractive condition all Master Association Property and all improvements thereon, and pay for gardening and other necessary services for the Master Association Property.

(b) Taxes. Pay all taxes and assessments levied upon the Master Association Property and all taxes and assessments payable by the Master Association.

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(c) Utility Services. Obtain any water, gas and electric services needed for the Master Association Property and any recreational facilities or other improvements located on the Master Association Property.

5.4. Manager, Employees, Agents and Consultants. The power but not the duty to employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Master Association, and shall have the power but not the duty to delegate its powers to committees, officers and employees of the Master Association. Any such management agreement, or any agreement providing for services by Declarant to the Master Association, shall be for a term of not in excess of one year, subject to cancellation by the Master Association for cause, and without cause (and without penalty or the payment of a termination fee) at any time upon 90 written notice. The power but not the duty, if deemed appropriate by the Board, to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or exercise of any powers of the Master Association under this Master Declaration.

5.5. Rights of Entry and Enforcement. The power but not the duty, after notice and hearing, to enter upon any Unit without being liable to any Owner, except for damage caused by the Master Association entering or acting in bad faith, for the purpose of enforcing by peaceful means the provisions of this Master Declaration. The Master Association may also commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the restrictions set out in the Master Association Documents and to enforce, by mandatory injunctions or otherwise, all of the provisions of those restrictions. If an action is brought by the Master Association, the prevailing party shall be entitled to reasonable attorneys' fees.

5.6. Acquiring Property and Construction on Master Association Property. The power but not the duty to acquire property or interests in property for the common benefit of Owners, including improvements and personal property. The power but not the duty to construct new improvements or additions to the Master Association Property.

5.7. Limited Use Property. The power but not the duty to enter into agreements or arrangements with Sub-Associations or other groups of Members to own and/or manage and operate Limited Use Property for the benefit of less than all of the Members and to assess only the Members benefited by the Limited Use Property.

5.8. Contracts with Sub-Associations. The power but not the duty to enter into contracts with Sub-Associations to provide services to or to maintain and repair improvements within Phases of Development which the Master Association is not otherwise required to maintain pursuant to this Master Declaration, and the power, but not the duty to contract with third parties for such services. Any contract or service agreement with a Sub-Association must, however, provide for payment to the Master Association of the cost of providing such service or maintenance.

5.9. Records and Records. The power and the duty to keep, or cause to be kept, true and correct books and records of account in accordance with generally accepted accounting principles. The power and the duty to make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees or their representatives, current copies of the Master Association Documents and the books, records and financial statements of the Master Association. The Master Association may charge a reasonable fee for copying such materials.

5.10. Maintenance of Other Areas. The power but no the duty to maintain and repair slopes, parkways, entry structures and community signs identifying the Project, to the extent deemed advisable by the Board.

5.11. Rules and Regulations. The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate relating to the use and occupancy of the Master Association Property, which shall be binding upon all Persons subject to this Master Declaration, whether Members or not; provided, however, that the rules and regulations shall not discriminate among Members and shall not be inconsistent with this Master Declaration, the Articles or the Bylaws. The rules and regulations may also include the establishment of a Default Assessment related to the enforcement and/or violation thereof. The rules and regulations may be established, modified or amended by the Board. A copy of the rules and regulations, as they may from time to time be adopted, amended or repealed, shall be posted in a conspicuous place on the Master Association Property and may be mailed or otherwise delivered to each member. Upon such mailing, delivery or posting, the rules and regulations shall have the same force and effect as if they were set forth herein and shall be binding on all Persons having any interest in, or making any use of any part of the Master Association Property and facilities thereon, whether or not Members; provided, however, that the rules and regulations shall be enforceable only to the extent that they are consistent with this Master Declaration, the Articles and the Bylaws. In the event of any conflict, the provisions of the rules and regulations shall be deemed to be superseded by the provisions of this Master Declaration, the Articles or the Bylaws to the extent of any such conflict. The rules and regulations may not be used to amend this Master Declaration, the Articles or the Bylaws.

5.12. Agreements for Use of Master Association Property by Members in Existing Developments. The Master Association may enter into agreements with the owners association for an Existing Development to allow the members of that owners association to use the Master Association Property. Such an agreement must cover all members of such association, other than members of that association who have annexed their individual Units pursuant Article II of this Declaration, and shall require that the owners association pay a fee set by the Board on a basis equivalent to all of the members of that association paying at least a pro rata share, based on all Members and nonmembers who have the right to use the Master Association Property, of the costs of owning, maintaining and operating the Master Association Property for the year covered by the agreement. Such an agreement shall not be for a term of more than one year and the Master Association shall not be obligated to enter

into such an agreement with an owners association of an Existing Development irrespective of whether the Master Association has previously entered into an agreement with that owners association.

5.13. Insurance. The Master Association shall maintain such policy or policies of insurance provided for in this Declaration, the Articles and the Bylaws and such other insurance as the Board deems necessary or desirable in furthering the purpose of and protecting the interests of the Master Association and its Members. Premiums for all insurance carried by the Master Association are common expenses of the Master Association and shall be included in the regular assessments made by the Master Association.

VI. ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Unit and Equivalent Unit and each Owner of any Unit or Equivalent Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Master Association:

(a) Common Assessments to be fixed, established and collected as hereinafter provided;

(b) Special Assessments for capital improvements and other purposes as stated herein, to be fixed, established and collected from time to time as hereinafter provided;

(c) Limited Use Assessments for Units or Equivalent Units subject to assessments for Limited Use Property as provided in Section 2.5 of this Declaration, which assessments shall be assessed equally to all Units and Equivalent Units subject to Special assessments and shall be fixed, established and collected from time to time by as hereinafter provided; and

(d) Default Assessments which may be assessed against an Owner's Unit or Equivalent Units pursuant to the Master Association Documents for failure to perform an obligation under the Master Association Documents or because the Master Association has incurred an expense on behalf of the Owner under the Master Association Documents.

The Common, Special, Limited Use and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit and Equivalent Units against which each such Assessment is made until paid. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit and Equivalent Units at the time when the assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Development and for the maintenance, operation and improvement of the Master Association Property and, where applicable Limited Use Property, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the cost of labor, equipment, materials and management.

6.3. Common Assessments. The Board shall prepare a budget prior to the beginning of each calendar year estimating its cash flow requirements for the next year and an estimate of the Common Assessments to be charged each Owner and distribute them to the Owners at least 30 days prior to the meeting of the Board at which assessments are to be set. The Owners shall have the opportunity to discuss the assessments at a Board meeting called for that purpose prior to their final approval. On or before December 31 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Master Association's Common Assessments for the upcoming year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those improvements on the Master Association Property which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies from the prior year, and other purposes and shall include any expected income and surpluses from the prior year.

6.4. Basis and Maximum Annual Common Assessments. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner other than the Declarant, the maximum annual Common Assessment shall be \$60.00 per Unit. From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner other than Declarant, the maximum annual common Assessment may be increased each year by not more than 15 percent above the maximum annual common Assessment for the previous year without the affirmative vote of two-thirds of the voting power of the Master Association at a meeting duly called for that purpose; and, so long as there is a Class B Membership, the consent of the Declarant. The Board may fix the monthly assessments at an amount not in excess of the maximum.

6.5. Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Master Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on any Master Association Property, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by the Board it shall become a Special Assessment. The Board may, in its discretion, provide for the payment in installments of such Special Assessment over the remaining months of the year or levy the Special Assessment immediately against each Unit and Equivalent Unit. Special Assessments shall be due on the first day of the month following notice of their levy. Any Special Assessment which singly or in the aggregate with

previous Special Assessments for the fiscal year would amount to more than 15 percent of the budgeted gross expenses of the Master Association for the year, shall require the affirmative vote of a majority the voting power of the Master Association at a meeting duly called for that purpose; and, so long as there is a Class B Membership, the consent of the Declarant.

6.6. Limited Use Assessments. Limited Use Assessments shall be levied equally against all Units and Equivalent Units in Sub-Associations or other groups of Members benefiting from and committed to Limited Use Property, if any. Limited Use Assessments and shall be fixed, established and collected from time to time by as agreed between the Master Association and the Sub-Associations or other group of Members entering into the arrangement for such Limited Use Property.

6.7. Uniform Rate of Assessment. Common Assessments and Special Assessments shall be fixed and assessed at a uniform rate for each Unit and Equivalent Unit regardless of the size, location or type of Unit or Equivalent Unit. The Declarant, for so long as it shall be a Class B Member, shall pay one-half of the assessment applicable to each Unit or Equivalent in which the Declarant retains ownership provided that no portion of such Unit or Equivalent Unit has been used or occupied for residential or other purposes. In the event that Assessments fees collected by the Master Association fail to adequately meet Master Association expenses while the Declarant is paying less than the full Assessment for the assessable Units and Equivalent Units owned by it, Declarant may pay an additional sum up to the full assessment applicable to such Units; provided, however, that the foregoing shall not be interpreted to require Declarant to establish, or to pay the Master Association to establish reserves or reserve accounts for maintenance of the Master Association Property.

6.8. Date of Commencement of Annual Assessments; Due Dates. Common and Special Assessments provided for herein shall commence as to all Units within a Phase of Development on the first day of the month following the recording of the first deed conveying the first Unit within that Phase of Development to an Owner other than Declarant or Participating Developer. The Assessments shall be prorated according to the number of months remaining in the calendar year. The Common and Special Assessments shall commence on any Existing Development or Other Property annexed to the Project on the first day of the month following the recording of the Declaration of Annexation incorporating that property into the Project, and shall be prorated according to the number of months remaining in the calendar year. The Common and Special Assessments shall commence for all Equivalent Units attributed to a particular commercial property or residential rental apartment building at the time that the first certificate of occupancy is issued or other final governmental approval necessary for such property to be put to the use for which it is intended is given, and shall be prorated according to the number of months remaining in the calendar year. Common Assessments shall be collected on a periodic basis as the Board by determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter.

6.9. Default Assessments. All monetary fines assessed against an Owner pursuant to the Master Association Documents, or any expense of the Master Association which is the obligation of an Owner or which is incurred by the Master Association on behalf of the Owner pursuant to the Master Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

6.10. Collection of Assessments by Sub-Association. Master Association may enter into an agreement with any Sub-Association to collect Common, Special and or Limited Use Assessments as agent for of the Master Association in the same manner as its Sub-Association assessments and to remit them to the Master Association on a timely basis. Such an agreement shall not effect Master Association's lien against any Unit or the Master Association's ability to enforce or collect its Assessments as provided hereunder, if they are not remitted to the Master Association in a timely manner.

6.11. Effect of Non-payment of Assessments; Remedies of Master Association. Any Assessment installment, whether of a Common, Special, Limited Use or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that any Assessment installment becomes delinquent, the Master Association, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge of not less than \$25 per delinquency.
- (b) Assess an interest charge from the date of delinquency at the rate of 1½ percent per month on the unpaid balance.
- (c) Suspend the Owner's easement and right to use any of the Master Association property during any period of delinquency.
- (d) Accelerate all remaining Assessment installments for the year in question so that unpaid Assessments for the remainder of the year shall be due and payable at once.
- (e) Bring an action at law against any Owner personally obligated to pay the delinquent installments.
- (f) File a Statement of Lien with respect to the Unit and Equivalent Units, and foreclose on the Unit and Equivalent Units as set forth in more detail below.

The Master Association may file a Statement of Lien by recording with the Recorder of Summit County, Utah, a written statement with respect to the Unit or Equivalent Units,

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setting forth the name of the Owner, the legal description of the Unit or Equivalent Units, the name of the Master Association, and the amount of delinquent Assessments then owing, which Statement shall be duly signed and acknowledged by the president, a vice president or the manager of the Master Association, and which shall be served on the Owner of the Unit or Equivalent Units by mail to the address of the Unit or Equivalent Units or at such other address as the Master Association may have in its records for the Owner of the Unit or Equivalent Unit. Thirty days following the mailing of such notice, the Master Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Utah. Such lien shall be in favor of the Master Association and shall be for the benefit of all other Owners. In either a personal or foreclosure action, the Master Association shall be entitled to recover as part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Master Association Property or the Owner's Unit or Equivalent Units. The remedies herein provided shall not be exclusive and the Master Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

6.12. Assignment of Rents. If an Owner shall, at any time, lease or sublease its Unit or Equivalent Units and shall default for a period of one month in the payment of Assessments, the Association may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due and the payment of such rent to the Association shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid. Each Owner shall be deemed to have assigned to the Association any such rent in the event of a default by Owner in paying its Assessments.

6.13. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage. No sale or transfer shall relieve a Unit or Equivalent Unit from liability for any Assessments or from the lien thereof. However, a sale or transfer of any Unit or Equivalent Unit pursuant to a decree of foreclosure or by a trustee's sale, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer; provided that no such sale or transfer shall relieve the purchaser or transferee of a Unit or Equivalent Unit from liability for, nor relieve the Unit or Equivalent Unit from the lien of, any Assessments which shall come due thereafter.

6.14. Notice of Action. Any First Mortgagee who makes a prior written request to the Master Association in regards to a Unit or Equivalent Units in which it has an interest shall be entitled to timely written notice of any delinquency in payment of Common, Special, Limited Use or Default Assessments owed by the Owner of the Unit or Equivalent Units encumbered by its First Mortgage or of any other default by the Owner under the Master Association Documents, which has continued for a period of 60 days or more. In addition, any such First Mortgagee shall be entitled to cure such delinquency and obtain the

release of the Unit or Equivalent Units encumbered by its First Mortgage from any lien imposed or perfected by reason of such delinquency.

6.15. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment Notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Common Assessments and Limited Use Assessments, if any, on the same basis as for the last year for which such Assessments were made until new Assessments are made at which time any shortfalls in collections may be assessed retroactively by the Master Association.

6.16. Certificate of Payment. The Master Association shall, upon demand, furnish to any Owner liable for said Assessment, a certificate in writing signed by an officer of the Association, setting forth whether the Common, Special and Limited Use Assessments on a specified Unit have been paid, the amount of the delinquency, if any, and whether there are any Default Assessments and the amount thereof. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.17. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments provided herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Master Association Property;
- (c) All Sub-Association common areas; and
- (d) All of the Property not yet developed.

VII. ARCHITECTURAL CONTROL

7.1. Design Review Committee. The Design Review Committee shall consist of at least three but not more than five members, who do not need to be Members. Initially the Design Review Committee shall consist of three members, all of whom shall be appointed by Declarant. At such time as there are at least 400 assessable Units and/or Equivalent Units the Board may appoint one member to the Design Review Committee and at such time as there are at least 800 assessable Units and/or Equivalent Units the Board may appoint a second member to the Committee. So long as Declarant shall be a Class B Member it shall have the right to appoint three members to the Committee, and the upon reaching the membership levels set out above, the Board shall appoint the other members of the Committee. Upon Declarant ceasing to be a Class B Member the Board may appoint all

members to the Committee and the Board may determine the number of members of the Committee, within the above limits.

7.2. Design Guidelines. The Design Review Committee shall prepare and, on behalf of the Board, promulgate design and development guidelines governing construction and development within the Property, which shall include application and review procedures and rules, including a filing fee, to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be considered a Master Association Document. The Design Guidelines shall not be inconsistent with this Declaration or the Master Plan. The Design Guidelines shall have the objective of preserving a sense of community, harmony and integrity for the Project taking into consideration the diverse types, densities and costs of the various developments. The Design Guidelines shall provide for the preservation and protection of the natural beauty and esthetics of the Project and shall seek to protect the ridge lines, natural vegetation and natural setting of the Property. The Design Guidelines shall provide that plans and specifications submitted for approval by the Design Review Committee will be approved only if the Committee deems that the construction, development, alterations or additions (i) will not be detrimental to the appearance of the surrounding area or the Project as a whole, (ii) the appearance of the development or structure(s) involved will be in harmony with other developments or structures in the Project, (iii) the construction will not detract from the attractiveness of the Project, and (iv) the construction will comply with this Declaration, the Master Plan and any architectural guidelines and standards for the Phase of Development in which the construction will take place. The Design Guidelines shall be those of the Master Association and the Design Review Committee shall have the sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Design Review Committee shall make the Design Guidelines available to all Owners, Participating Developers and other builders and developers who seek to engage in development of or construction on any portion of the Property and such Owners, Participating Developers, other developers and builders shall conduct their operations in accordance therewith.

7.3. Review of Plans and Specifications. Subject to 7.4. and except as hereinafter set out in this Section, no construction (which term shall include staking, clearing, excavation, grading or other site work), and no plantings or removal of plants trees or shrubs shall take place or be commenced or maintained on any part of the Project, and no structure shall be placed, erected or installed upon any Unit, nor shall any exterior alteration or modification of existing improvements be made by any Owner, Participating Developer or other Person until the plans and specifications for such construction or improvements have been submitted to and approved in writing by the Design Review Committee. The Design Review Committee shall approve plans and specifications submitted for its approval only if it deems the plans and specifications to meet the requirements and guidelines set out in the Design Guidelines. A Participating Developer may obtain approval for the construction of all of a Phase of Development that is a subdivision, a planned unit development or a condominium project if all of the construction will be performed by the developer and/or its contractors. If a Phase of Development is for a subdivision or planned unit development

where the purchasers of lots will make their own arrangements for construction of homes and other improvements, the Participating Developer shall obtain approval for the subdivision or planned unit development and each Owner shall also be required to obtain approval from the Design Review Committee for each such home or improvement, unless approval authority has been delegated to the Architectural Committee of the Sub-Association for that Phase of Development. All modifications and additional improvements after the original construction of a Phase of Development shall require the approval of the Design Review Committee unless such approval authority has been delegated to the applicable Sub-Association Architectural Committee. In the event that the Design Review Committee fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within 45 days after submission thereof, the plans shall be deemed approved.

7.4. Delegation to Sub-Association Architectural Committees. The Design Review Committee may delegate to a Sub-Association Architectural Committee the Design Review Committee's authority to approve: (i) the construction of individual homes in a Phase of Development that is a subdivision or planned unit development in which the Owners individually arrange for construction of homes or other improvements, and (ii) modifications and additional improvements after original construction for any the Phase of Development, as provided in this Section. The Design Review Committee may delegate this authority so long as the Design Review Committee has determined that such Architectural Committee has in force and effect review and enforcement practices and procedures and appropriate standards at least equal to the Design Guidelines. Such delegation may be revoked and any jurisdiction reassumed, at any time by written notice, if the Design Review Committee determines the Sub-Association Architectural Committee is failing to enforce its procedures and standards consistent with the Design Guidelines and the Design Review Committee may veto any action taken by such an Architectural Committee which the Design Review Committee determines to be inconsistent with the Design Guidelines.

7.5. Approval by Sub-Association Architectural Committees. If an Architectural Committee of an Sub-Association is established for a Phase of Development, and the Design Review Committee has not delegated its approval authority to that Sub-Association Architectural Committee, then an Owner shall be required to obtain both the approval of the Architectural Committee as required by the Phase Declaration, and the approval of the Design Review Committee as herein provided. The Design Review Committee may require approval of the applicable Architectural Committee prior to approval by the Design Review Committee.

7.6. No Waiver of Future Approvals. The approval of the Design Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

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7.7. Variance. The Design Review Committee may authorize variances from compliance with any of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

7.8. No Liability. Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and the Design Review Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Master Association, the Board, the Design Review Committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any structure. The Design Review Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual member thereof acted with malice or wrongful intent.

7.9. Deemed Nuisances - Removal of Non-conforming Improvements . Every violation of this Declaration or the Design Guidelines or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against a Member or other Person shall be applicable against every such violation. The Master Association, upon request of the Design Review Committee and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration or the Design Guidelines, and the Owner thereof shall forthwith reimburse the Master Association for all expenses incurred in connection therewith.

VIII. USE RESTRICTIONS

8.1. General Restrictions. The Property shall only be used for residential and related purposes, (except that if the Master Plan allows portions of the Project to be used for commercial or residential rental apartment units, the portion of the Project approved for such use may be used for such purposes). It is contemplated that the Phase Declarations for Phases of Development in the Property will impose use restrictions that will address the needs and interests of each Phase of Development. It is the intent of this Declaration to only set out minimal use restrictions and it is expected that the Phase Declarations will contain

more detailed and restrictive use restrictions. The Master Association shall have standing and the power to enforce the use restrictions imposed by the Phase Declarations.

8.2 Maintenance of Units. Except as provided otherwise in the Master Association Documents, or by written agreement within the Master Association, all maintenance of the Units and all structures, landscaping, parking areas, and other improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said Units in accordance with the standards of the Master Association and the Sub-Association for the Phase of Development on which the Unit is located. The Master Association shall, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard, and the Sub-Association for the Phase of Development in which the Unit is located has failed to adequately provide such maintenance. Before assuming the maintenance responsibilities, the Board shall notify the Owner and the applicable Sub-Association in writing of its intention to do so, and if such Owner or the Sub-Association has not commenced and diligently pursued remedial action within 30 days after mailing of such written notice, then the Master Association may proceed. The expenses of such maintenance by the Board shall be reimburse to the Master Association by the Owner. Such expenses shall be a Default Assessment and a lien on the Unit of the Owner as provided in Section 6.8 of this Declaration.

8.3 Construction Regulations of the Design Guidelines. All Owners, Participating Developers and their contractors shall comply with the construction regulation portion of the Design Guidelines. Such regulations may affect, without limitation, trash and debris removal, sanitary facilities, parking areas, outside storage, restoration of damaged property, conduct and behavior of builders, subcontractors, and Owner's representatives on the Property, blasting, the conservation of landscape materials and fire protection.

8.4. Compliance with Laws. Subject to the rights of reasonable contest, each Member shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Project.

8.5. Fire Hazards. No exterior fires, except barbecues, outside fireplaces, braziers, and incinerator fires which are contained within facilities or receptacles and which are located in areas designated and approved by the Design Review Committee, shall be permitted. No Member shall permit any condition upon its Unit or other portion of the Project which creates a fire hazard or is in violation of fire prevention regulations.

8.6. Annoying Lights, Sounds, or Odors. No sound or odor shall be emitted from any property within the Project which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, and no exterior lighting that illuminates any area beyond the limits of a

Unit shall be located or used on any property except with the prior written approval of the Design Review Committee.

8.7. Nuisances. No obnoxious or offensive activity, or nuisance shall be carried on or be permitted to exist within the Project, nor shall anything be done or permitted which is or become offensive or detrimental or cause a disturbance or annoyance to any other part of the Property or its occupants.

8.8. Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner shall use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Unit or any portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws.

IX. INSURANCE

9.1. Requirements for Association Insurance. The Master Association shall obtain and maintain at all times insurance of the type and kind as provided herein and insurance for such other risks, of a similar or dissimilar nature, covering the Master Association Property and the facilities and improvements on the Master Association Property as are or shall hereafter customarily be covered with respect to other properties similar in construction, design and use. The Master Association shall obtain insurance with the following provisions or endorsements:

(a) Exclusive authority to adjust losses shall be vested in the Master Association and/or the Board as insurance trustee or any successor trustee as designated by the Master Association;

(b) The insurance coverage shall not be brought into contribution with insurance purchased by the individual Owners or their respective mortgagees;

(c) The insurer waives its right of subrogation as to any and all claims against the Master Association, each Owner, and/or their respective agents, employees or tenants, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

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(d) The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any one or more individual Owners or their respective lessees, employees, agents, contractors, and guests;

(e) The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee, agent, or contractor of the Master Association, without prior demand in writing that the Master Association cure the defect;

(f) Such policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of the individual Owners or their respective lessees, employees, agents, contractors or guests; or (ii) by failure of the Master Association to comply with any warranty or condition with regard to any portion of the premises over which the Master Association has no control; and

(g) The insurance coverage shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days prior written notice to any and all insureds named thereon, including all Mortgagees of the Units.

9.2. Casualty Insurance. The Master Association shall obtain and maintain fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the improvements and facilities located on the Master Association Property and other insurable property and improvements owned by the Master Association. Such insurance shall be maintained for the benefit of the Master Association, the Owners, and the Mortgagees, as their interests may appear as named insured. The casualty insurance carried by the Master Association shall be reviewed by the Board at least annually to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property that may be damaged or destroyed.

9.3. Liability Insurance. The Master Association shall obtain a policy or policies of insurance insuring the Association, the Owners and their respective lessees, servants, agents or guests against any liability to the public or to the Owners, members of the households of Owners and their respective invitees or tenants, incident to the ownership and/or use of the Project, and including the personal liability exposure to the Owners, incident to the ownership and/or use of the Project, including but not limited to the operation and use of the Master Association Property, public ways and any other area under the supervision of the Master Association. Limits of liability under such insurance shall not be less than One Million Dollars for any one person injured in any one occurrence, and shall not be less than One Million Dollars for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims

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of any one or more or group if insured, without prejudice to the right of a named insured under the policies to maintain the action against another named insured.

9.4. Fidelity Bond. There may be obtained a blanket fidelity bond for anyone who handles or is responsible for funds held or administered by the Master Association. The amount of the bond shall not be less than the greater of (i) the sum of three months assessments on all Units and Equivalent Units plus the Master Association's reserve funds; or (ii) the maximum funds that will be in the Master Association's possession. The bond must state that at least ten days written notice will be given to the Master Association or its insurance trustee to each mortgagee and mortgage servicer prior to the cancellation or substantial modification for any reason.

9.5. Officer and Director Insurance. The Master Association may purchase and maintain insurance on behalf of any member of the Board, Officer, or member of a committee of the Master Association (collectively the "Agents") against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Master Association would have the power to indemnify the Agent against such liability under applicable law.

X. MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

10.1. Notice of Default. In the event an Owner neglects for a period of 60 days or more to cure any failure on his part to perform his obligations under this Declaration, the Master Association shall give written notice of such fact to the holder of any first Mortgage covering such Owner's Unit if such Mortgagee shall have requested such notice.

10.2. Abandonment, Termination, Etc. Without the consent of at least 51 percent of the first Mortgagees (based on one vote for each Mortgagee) on the Units, neither the Master Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the arrangement which was established by this Declaration;

(b) To, except as specifically authorized in this Declaration, abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Master Association Property except for the creating of easements and similar purposes consistent with the intended use of the Master Association; or

(c) To use hazard insurance proceeds resulting from damage to any part of the Master Association Property for any purposes other than the repair, replacement, or reconstruction of such improvements.

If consent of a Mortgagee is requested in writing pursuant hereto and a negative response is not received by the Master Association within 30 days after the Mortgagee's receipt thereof, then such Mortgagee shall be deemed to have given its consent.

10.3. Notice of Substantial Damage or Condemnation. The Master Association shall notify all institutional holders of any first Mortgage on Units who has requested notice in writing in the event that there occurs any substantial damage to or destruction to any part of the Master Association Property involving an amount in excess of, or reasonably estimated to be in excess of \$15,000 or of any condemnation proceedings covering any significant portion of the Master Association Property. Said notice shall be given within ten days after the Master Association learns of such damage or destruction or condemnation proceedings.

10.4. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of insurance shall include the standard mortgagee clause which either shall be endorsed to provide any proceeds shall be paid to the Master Association for the use and benefit of Mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten days in advance of the effective date of any reduction in or cancellation of the policy.

10.5. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 6.8 shall be subordinate to the lien of any first Mortgage upon such Unit; and the holder of a first Mortgage on a Unit who comes into possession of the Unit by virtue of foreclosure of such first Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Units including the mortgaged Unit.

10.6. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles shall be accomplished or effective without the consent of at least two-thirds of the first Mortgagees (based on one vote for each Mortgagee) on the Units prior to such amendment. If consent of a Mortgagee is requested in writing pursuant hereto and a negative response is not received by the Master Association within 30 days after the Mortgagee's receipt thereof, then such Mortgagee shall be deemed to have given its consent.

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XI. MISCELLANEOUS

11.1. Registration of Mailing Address. Each Owner shall register his mailing address with the Master Association. Any first Mortgagee desiring notices provided in Article X shall register its mailing address for such notice with the Master Association.

11.2. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt requested, to the address of such Owner on file in the records of the Master Association at the time of such mailing. Notice to the Board, the Master Association or to the Design Review Committee shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt requested, to the Master Association, the Board or the Committee, at such address as shall be established by the Master Association from time to time by notice to the Owners. General notices to all Owners or any classification thereof need not be certified, but may be sent regular first class mail.

11.3. No Waiver. The failure of the Declarant, the Master Association, the Board or any of their contractors or employees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or other Master Association Documents, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Master Association or its contractor or employees of the payment of any assessment from an Owner, with knowledge of the breach of any such covenant, shall not be deemed a waiver of such breach, and no waiver by the Master Association or the Board of any such provision shall be deemed to have been made unless expressed in writing and signed by the Master Association.

11.4. Amendment. Subject to the provisions of Section 10.6 of this Declaration any amendment hereto shall require the affirmative vote of a two-thirds of voting power of the Master Association; and so long as the Class B Membership exists, the written consent of the Declarant. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred. Notwithstanding any requirement in this Section 11.4, Declarant reserves the right to amend the Declaration within twelve months from recording the same in the records of the Summit County Recorder's Office, if required by statute, the Federal National Mortgage Association, Federal Housing Authority or Veterans Administration or other governmental agency or lending institution or to correct a technical error, provided that such amendment does not materially affect the rights of Owners.

11.5. Declarant's Sales Program. Notwithstanding any other provisions of this Declaration, so long as Declarant retains its Class B Membership, Declarant and its successors or assigns shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units and Property owned by Declarant:

(a) To maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Project, or upon real property directly adjacent to the Project, but any such device shall be of a size and in a location as is reasonable and customary.

(b) To use the Master Association Property and facilities to entertain prospective purchasers or to otherwise facilitate sales, provided said use is reasonable as to both time and manner.

(c) To locate or relocate from time to time its sales office, model Units and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by this Section 11.5. Declarant shall have the right to remove from the Project any signs, banners or similar devices within a reasonable time after the sale of the last Unit or other Property owned by Declarant.

11.6. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned, provided, however, that the assignment of Declarant rights as the Class B Member shall be subject to the limitations set out in Section 4.2 of this Declaration.

11.7. Dissolution. Subject to the restrictions set forth in Article X of this Declaration pertaining to Mortgagee protection, the Master Association may be dissolved by the affirmative vote of two-thirds of the voting power of the Master Association and, so long as Declarant is a Class B Member, the written consent of Declarant. Upon dissolution of the Master Association all of its assets (including the Master Association Property) may be dedicated or transferred as provided in Section 3.5.

11.8. Interpretation. The captions and headings for the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions hereof are construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

11.9. Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties

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who hereafter acquire any interest in a Unit, or Equivalent Unit, the Property or in the Master Association Property shall be subject to the terms of this Declaration and the provisions of all other Master Association Documents; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Unit, or Equivalent Unit, or in the Property, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration and the other Master Association Documents.

11.10. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Summit County, Utah.

11.11. Limitation of Liability. Neither the Master Association, the Design Review Committee, nor any officer or director of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under the Master Association Documents if the action or failure to act was made in good faith. The Master Association shall indemnify all of the Design Review Committee, members of the Board and officers of the Master Association with respect to any act taken in their official capacity to the extent provided herein and by law and in the Articles and Bylaws of the Master Association.

11.12. Conflicts Between Documents. In case of conflict between the Declaration and the Articles or the Bylaws, the Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between the Declaration and the Design Guidelines, the Design Guidelines shall control.

PINEBROOK DEVELOPMENT COMPANY

By *Jake Williams*
Its PRESIDENT

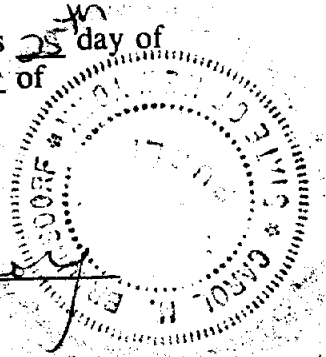
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STATE OF New York
: ss.
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 28th day of
March, 1991, by Robert G. Turner the President
of Pinebrook Development Company.

CAROL M. BRAUNSDORF
Notary Public, State of New York
No. 01BR4916870
Qualified in Nassau County
Commission Expires
My commission expires:

Carol M. Braunsdorf
Notary Public



December 28, 1991

Residing at: Farmingdale, New York

9840A-3/3/22/1991

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EXHIBIT "A"

PARCEL 1:

All of Lot 4, also known as the Southeast Quarter of the Southeast Quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian.

Less and Excepting therefrom the following subdivision: Pinebrook Subidivison No. 1 Phase I Plat B; Pinebrook Subdivision No. 2 Phase I; and Pinebrook Subdivision No. 3.

Also less and excepting therefrom the following:

Beginning at a point which is West 610.53 feet and North 378.16 feet from the Southwest Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian said point also being the Northwest corner of Lot 124 of Pinebrook Subdivision No. 3 and the Easterly right-of-way line of Buckboard Drive and running thence North 28°50'00" East 100.53 feet along said right-of-way line; thence South 55°16'21" East 55.58 feet; thence South 34°43'39" West 100.00 feet to the North line of said Lot 124; thence North 55°16'21" West 45.26 feet along said North line to the point of beginning.

PARCEL 2:

The North one-half of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Less and Excepting that portion lying North of the South right of way boundary line of Interstate Highway Project I-80.

ALSO Less and Excepting therefrom the following described property:

Beginning at the East Quarter corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on the North line of Pinebrook Subdivision No. 1 Phase 1, Plat A and the North line of Pinebrook Boulevard; and running thence East 264.00 feet along the North line of said Pinebrook Boulevard to the Westerly right-of-way line of the I-80 frontage road; thence South 36°15'00" East 124.00 feet along said Westerly right-of-way to the South line of Pinebrook Boulevard; thence along the South line of Pinebrook Boulevard the following (7) courses; West 337.32 feet to a point on a 718.83 foot radius curve to the left, (radius bears South), and Southwesterly along the arc of said curve 690.03 feet, South 35°00'00" West 292.55 feet, South 37°51'58" West 100 feet to a point on a 900.00 foot radius curve to the left, (radius bears South 37°51'58" West), and Westerly along the arc of said curve 422.01 feet, North 79°00'00" West 200.00 feet and North 11°00'00" East

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EXHIBIT "A"

85.00 feet to the Northeasterly line of property conveyed as Entry No. 260102, in Book 404, at Page 614 of official records, thence along the Northeasterly line of said property the following (5) courses; said point being on a 420.00 foot radius curve to the right, (radius bears North 11°00'00" East.), and Northwesterly along the arc of said curve 180.52 feet, South 35°37'34" West 70.00 feet to a point on a 490.00 foot radius curve to the right, (radius bears North 35°37'34" East), and Northerly along the arc of said curve 1004.24 feet to a point on a 168.41 foot radius reverse curve to the left, (radius bears North 26°56'54" West), and Northerly along the arc of said curve 281.90 feet, and North 32°51'20" West 118.78 feet to the Southerly line of property conveyed as Entry No. 243576, in Book 366, at Page 598 of official records, thence along the Southerly and Easterly line of said property the following (4) courses, South 58°19'09" East 209.80 feet, North 80°04'03" East 326.68 feet to a point on a 240.00 foot radius curve to the left, (radius bears South 78°45'12" West), and Northerly along the arc of said curve 108.35 feet to a point on a 270.00 foot radius reverse curve to the right, (radius bears North 52°53'14" East), and Northerly along the arc of said curve 254.48 feet to the Westerly right-of-way line of the I-80 frontage road; thence South 73°05'02" East 70.00 feet along said Westerly right-of-way to the Westerly line of property conveyed as Entry No. 236449, in Book 345, at Page 446 of official records; thence along the Westerly and Southerly line of said property the following (7) courses, said point being on a 200.00 foot radius curve to the left, (radius bears South 73°05'26" East), and Southerly along the arc of said curve 188.57 feet to a point on a 310.00 foot radius reverse curve to the right, (radius bears South 52°53'14" West) and Southerly along the arc of said curve 139.95 feet, South 11°14'48" East 112.00 feet to a point on a 240.00 foot radius curve to the right, (radius bears South 78°45'12" West), and Southerly along the arc of said curve 206.91 feet, South 38°09'02" West 230.96 feet, North 89°56'20" East 643.03 feet, and North 71°57'05" East 439.50 feet to the Westerly right-of-way line of the I-80 frontage road; thence South 43°05'29" East 242.41 feet along said Westerly right-of-way; thence South 84°02'49" West 200.50 feet; thence South 5°57'11" East 176.34 feet to a point on the North line of said Pinebrook Boulevard, said point also being on a 818.83 foot radius curve to the right, (radius bears South 5°07'37" East); thence along the arc of said curve 73.27 feet to the point of beginning.

LESS AND EXCEPTING therefrom the following described property:
 Beginning at a point of the most Northerly point of property conveyed as Entry No. 260102, in Book 404, at Page 634 of official records, said point being North 821.84 feet and West 1620.57 feet to the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (Note: Bearing Base is South along the Section line from the East Quarter Corner of said Section to the Southeast corner of said Section) and running thence South 63°30'00" West 939.21 feet along the Northerly line of said property; thence North 17°40'06" West 1226.67 feet to the Southerly line of property conveyed as Entry No. 143114, in Book M-106, at Page 314 of official records; thence North 45°36'00" East 132.35 feet along the Southerly line of said

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EXHIBIT "A"

property; thence North 79°27'05" East 360.61 feet; thence South 89°57'53" East 304.33 feet; thence South 4°58'11" West 230.87 feet; thence South 19°21'08" East 252.40 feet to the Westerly line of property conveyed as Entry No. 243576, in Book 366, at Page 598 of official records, thence along the Westerly line the following (2) courses, South 28°00'00" East 330.00 feet, and South 58°19'09" East 283.04 feet to the point of beginning.

Also less and excepting those portions deeded to Wallace A. Wright, et al, in that certain Warranty Deed recorded December 19, 1977, as Entry No. 143113, in Book M-106, at Page 312, and that certain Warranty Deed recorded December 19, 1977, as Entry No. 143114, in Book M-106, at Page 314, more particularly described as follows:

Commencing at the West quarter corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 0°33' West 1741.52 feet to the South right of way line of a frontage road; thence Northeasterly 778.50 feet along the arc of a 4533.66 foot radius curve to the right, which arc is the Southerly right of way line of the frontage road; thence North 75°30' East, 150.00 feet; thence Easterly 1771.50 feet along the arc of a 3234.04 foot radius curve to the right, said arc being the South frontage road right of way line; thence South 45°36' West 1100.00 feet; thence South 450.00 feet; thence East 390.79 feet; thence South 16°21' West 433.30 feet; thence South 36°01' West, 947.40 feet; thence North 89°23' West, 163.78 feet; thence South 88°57' West, 135.07 feet; thence South 01°03' East, 79.17 feet; thence North 89°37'30" West, 89.63 feet; thence North 01°03' West, 65.00 feet; thence North 79°48' West, 482.06 feet; thence South 65°45' West, 93.86 feet; thence South 58°43' West, 67.60 feet; thence North 86°57' West, 65.03 feet; thence North 07°17' West, 108.02 feet; thence South 89°13' West, 168.59 feet; thence South 77°26' West 123.81 feet; thence South 69°46' West, 177.54 feet; thence North 0°33' West, 352.00 feet to the point of beginning.

ALSO LESS & EXCEPTING:

Commencing at a point on the East property line and the Southerly right of way line of a frontage road which point is 1860.40 feet North and 3044.55 feet East from the West quarter corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 70°30' West, 460.64 feet along the Southerly frontage road right of way line; thence South 45°36' West, 1100.00 feet; thence South 450.0 feet; thence East 390.79 feet; thence North 16°21' East, 355.65 feet; thence North 45°36' East, 1009.66 feet to the point of beginning.

EXHIBIT "A"

ALSO less and excepting those portions deeded to W. Meeks Wirthlin Investment Company, et al, in that certain Warranty Deed recorded June 18, 1985, as Entry No. 235449, in Book 345, at Page 446, and that certain Warranty Deed recorded December 17, 1985, as Entry No. 243576, in Book 366, at Page 598, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of the I-80 frontage road, said point being North 369.93 feet and West 57.65 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 71°57'05" West 439.50 feet; thence South 89°56'20" West 643.03 feet to a point on the Easterly line of a 70.00 foot right-of-way; thence along said right-of-way the following five courses; thence North 38°09'02" East 230.96 feet to a point on a 240.00 foot radius curve to the left (radius bears North 51°50'58" West); thence Northwesterly along the arc of said curve 206.91 feet, North 11°14'48" West 112.00 feet to a point on a 310.00 foot radius curve to the left (radius bears South 78°45'12" West); thence Northwesterly along the arc of said curve 139.95 feet to a point on a 200.00 foot radius curve to the right (radius bears North 52°53'14" East); thence Northeasterly along the arc of said curve 188.57 feet to a point on the Westerly right-of-way line of said I-80 frontage road; thence along said frontage road the following three courses, South 73°05'27" East 396.51 feet to a point on a 532.96 foot radius curve to the right (radius bears South 16°54'33" West); thence Southeasterly along the arc of said curve 279.06 feet and South 43°05'27" East 539.50 feet to the point of beginning.

ALSO LESS & EXCEPTING:

Beginning at a point on the Westerly right-of-way line of the I-80 frontage road, and the Northwest corner of a seventy foot right-of-way, said point being North 1045.42 feet and West 1106.74 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (Note: Bearing base is South along the Section line from East Quarter Corner of said Section to the Southeast corner of said Section); and running thence Southwesterly 254.57 feet along the arc of a 270.00 foot radius curve to the left, (radius bears South 73°05'27" East 270.00 feet) to a point on a 240.00 foot radius curve to the right (radius bears South 52°53'14" West); thence Southwesterly along the arc of said curve 108.35 feet; thence South 80°04'03" West 326.68 feet; thence North 58°19'09" West 610.97 feet; thence North 28°00'00" West 330.00 feet; thence North 62°00'00" East 260.00 feet; thence North 12°00'00" East 260.00 feet; thence North 50°00'00" East 220.00 feet to the Westerly right-of-way line of the I-80 frontage road; thence along said right-of-way the following four courses: thence Southwesterly 470.00 feet along the arc of a 676.20 foot radius curve to the right (radius bears South 45°05'07" West); South 5°05'27" East 24.27 feet, to a point on a 326.48 foot radius curve to the left (radius bears North 84°54'33" East) thence Southeasterly 387.47 feet along the arc of said curve and South 73°05'27" East 31.77 feet to the point of beginning.

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EXHIBIT "A"

ALSO less and excepting the portion Deeded to McGillis Investment Company, et al, in that certain Warranty Deed recorded October 29, 1986, as Entry No. 260102, in Book 404, at Page 634, being more particularly described as follows:

Beginning at a point which is South 430.55 feet along the Section line and West 1378.83 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 11°00'00" West 85.00 feet, thence South 79°00'00" East 50.00 feet, thence South 11°00'00" West 80.00 feet to a point on a 445.00 foot radius curve to the right (radius point bears North 79°00'00" West); thence Southwesterly along the arc of said curve 407.75 feet; thence South 63°30'00" West 945.53 feet to a point on a 1500.00 foot radius curve to the left (radius point bears South 26°30'00" East); thence Southwesterly along the arc of said curve 106.73 feet; thence North 30°34'37" West 129.10 feet; thence North 52°00'00" West 465.00 feet; thence North 1°00'00" East 105.00 feet; thence North 45°17'52" East 295.13 feet; thence North 63°30'00" East 528.95 feet; thence North 21°20'06" West 71.04 feet; thence North 16°14'32" West 119.99 feet; thence North 9°50'38" West 673.55 feet; thence North 63°30'00" East 939.24 feet; thence South 58°19'09" East 118.10 feet; thence South 32°51'20" East 118.80 feet to a point on a 168.41 foot radius curve to the right (radius point bears South 57°08'40" West); thence Southerly along the arc of said curve 281.91 feet to a point on a 490.00 foot radius reverse curve to the left (radius point bears South 26°56'54" East); thence Southerly along the arc of said curve 1004.24 feet; thence North 35°37'34" East 70.00 feet to a point on a 420.00 foot radius curve to the left (radius point bears North 35°37'34" East); thence Southeasterly along the arc of said curve 180.52 feet to the point of beginning.

PARCEL 3:

All of Lot 1 and the East one-half of the Southwest quarter of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Also all of the Southeast quarter of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Less and excepting that portion deeded to Wallace A. Wright by that certain Warranty Deed recorded December 19, 1977, as Entry No. 143113, in Book M-106, at Page 312 and described hereinabove and less and excepting that portion deeded to McGillis Investment Company, et al, in that certain Warranty Deed recorded October 29, 1986, as Entry No. 260102, in Book 404, at Page 634, and described hereinabove.

ALSO less and excepting the following subdivisions: Pinebrook Subdivision No. 1 Phase I Plat A; Pinebrook Subdivision No. 1 Phase I Plat B; Pinebrook Subdivision No. 2, Phase I; Pinebrook Subdivision No. 4; Pinebrook Subdivision No. 8; Elk Run at Pinebrook; The Ranch Condominiums Phase 1; Elk Run at Pinebrook Phase 2, Plat "A"; Elk Run at Pinebrook Phase 3, Plat A and Elk Run at Pinebrook Phase 3, Plat B.

EXHIBIT "A"

ALSO Less and Excepting therefrom the following described property:

Beginning at the East Quarter corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on the North line of Pinebrook Subdivision No. 1 Phase 1, Plat A and the North line of Pinebrook Boulevard; and running thence East 264.00 feet along the North line of said Pinebrook Boulevard to the Westerly right-of-way line of the I-80 frontage road; thence South 36°15'00" East 124.00 feet along said Westerly right-of-way to the South line of Pinebrook Boulevard; thence along the South line of Pinebrook Boulevard the following (7) courses; West 337.32 feet to a point on a 718.83 foot radius curve to the left, (radius bears South), and Southwesterly along the arc of said curve 690.03 feet, South 35°00'00" West 292.55 feet, South 37°51'58" West 100 feet to a point on a 900.00 foot radius curve to the left, (radius bears South 37°51'58" West), and Westerly along the arc of said curve 422.01 feet, North 79°00'00" West 200.00 feet and North 11°00'00" East 85.00 feet to the Northeasterly line of property conveyed as Entry No. 260102, in Book 404, at Page 614 of official records, thence along the Northeasterly line of said property the following (5) courses; said point being on a 420.00 foot radius curve to the right, (radius bears North 11°00'00" East.), and Northwesterly along the arc of said curve 180.52 feet, South 35°37'34" West 70.00 feet to a point on a 490.00 foot radius curve to the right, (radius bears North 35°37'34" East), and Northerly along the arc of said curve 1004.24 feet to a point on a 168.41 foot radius reverse curve to the left, (radius bears North 26°56'54" West), and Northerly along the arc of said curve 281.90 feet, and North 32°51'20" West 118.78 feet to the Southerly line of property conveyed as Entry No. 243576, in Book 366, at Page 598 of official records, thence along the Southerly and Easterly line of said property the following (4) courses, South 58°19'09" East 209.80 feet, North 80°04'03" East 326.68 feet to a point on a 240.00 foot radius curve to the left, (radius bears South 78°45'12" West), and Northerly along the arc of said curve 108.35 feet to a point on a 270.00 foot radius reverse curve to the right, (radius bears North 52°53'14" East), and Northerly along the arc of said curve 254.48 feet to the Westerly right-of-way line of the I-80 frontage road; thence South 73°05'02" East 70.00 feet along said Westerly right-of-way to the Westerly line of property conveyed as Entry No. 236449, in Book 345, at Page 446 of official records; thence along the Westerly and Southerly line of said property the following (7) courses, said point being on a 200.00 foot radius curve to the left, (radius bears South 73°05'26" East), and Southerly along the arc of said curve 188.57 feet to a point on a 310.00 foot radius reverse curve to the right, (radius bears South 52°53'14" West) and Southerly along the arc of said curve 139.95 feet, South 11°14'48" East 112.00 feet to a point on a 240.00 foot radius curve to the right, (radius bears South 78°45'12" West), and Southerly along the arc of said curve 206.91 feet, South 38°09'02" West 230.96 feet, North 89°56'20" East 643.03 feet, and North 71°57'05" East 439.50 feet to the Westerly right-of-way line of the I-80 frontage road; thence South 43°05'29" East 242.41 feet along said Westerly right-of-way; thence South 84°02'49" West 200.50 feet; thence South 5°57'11" East 176.34 feet to a point on the North line of said Pinebrook Boulevard, said point also being on a 818.83 foot radius curve to the right, (radius bears South 5°07'37" East); thence along the arc of said curve 73.27 feet to the point of beginning.

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EXHIBIT "A"

ALSO Less and Excepting therefrom the following described property:

Beginning at a point on the Southerly right of way line of Pinebrook Road, said point being West 447.48 feet and South 256.27 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point is also on a 718.83 feet radius curve to the right (radius bears South 38°30'00" East) and running thence 112.99 feet along the arc of said curve; thence South 55°00'58" East 248.69 feet; thence South 20°00'00" West 79.47 feet; thence South 10°23'09" West 60.00 to a point on a 530.00 foot radius curve to the right (radius bears North 10°23'09" East); thence 93.05 feet along the arc of said curve; thence North 20°26'43" East 60.00 feet to a point on a 470.00 foot radius curve to the right (radius bears North 20°26'43" East); thence 234.50 feet along the arc of said curve to the point of beginning. Also known at Elk Run at Pinebrook Phase 2-B.

PARCEL 4:

Beginning at a point at the West quarter corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North along the West Section line of Section 12, a distance of 300 feet, more or less, to the Southwesterly right of way boundary line to Interstate Highway Project I-80; thence South 43°00' East 88.00 feet along said boundary line to a point of curve; thence Southeasterly 307 feet, more or less, along a 2824.8 foot radius curve to the right to a point on the center 1/16 line of said Section 12; thence West along said 1/16 line 262 feet to the point of beginning.

PARCEL 5:

Beginning at the Southwest corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 0°03'20" East 2638.45 feet, more or less, to the South boundary line of Parcel 4, hereinabove described; thence East along said South boundary line 262.00 feet, more or less, to the Westerly right of way boundary line of Interstate Highway Project I-80; thence South 35°42'54" East along said Westerly boundary line, 909.12 feet, more or less, to the most Northeasterly corner of the Larry James Kilby property, as described in Book M-82, at Page 835, of the Summit County Records; thence South 52°28' West along the Northwesterly boundary line of said Kilby Property 330.0 feet, more or less, to the most Northwesterly corner of said Kilby Property; thence South 35°42'54" East along the Southwest boundary line of said Kilby Property, 660.0 feet, more or less, to the most Southwesterly corner of said Kilby Property; thence North 52°28' East along the Southeast boundary line of said Kilby Property, 330.0 feet, more or less, to the Westerly boundary line of said Highway Project I-80; thence South 35°42'54" East along said Westerly boundary line 304.94 feet; thence South 0°03'20" West 1034.21 feet, more or less, to the South line of Section 12; thence North 89°24'05" West 1435.83 feet, more or less, to the point of beginning, less and excepting that portion lying within the Ranch Condominiums, Phase I.

Also less and excepting that portion lying within Pinebrook Subdivision No. 1 Phase I Plat A.

EXHIBIT "A"

PARCEL 6:
Beginning at a point on the South line of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, being South 89°24'05" East 1435.83 feet from the Southwest corner of said Section 12; thence North 00°03'20" East 1034.21 feet to the Westerly right of way line of the frontage road as shown on State Highway Project No. I-80-4 (31) 141; thence along said Westerly right of way line as follows: South 35°42'54" East 739.92 feet to a State right of way marker (Engineer's Station 200 + 24.26), said point also being a point of a 612.96 foot radius curve to the left; thence Southeasterly along the arc of said curve 106.98 feet to a point of tangency; thence South 45°52'54" East 14.92 feet to a point of a 532.96 foot radius curve to the right; thence Southeasterly along the arc of said curve 93.02 feet to a point of tangency; thence South 35°42'54" East 50.00 feet to a point of a 778.51 foot radius curve to the right; thence Southeasterly along the arc of said curve 266.485 feet to the South line of said Section 12; thence North 89°24'05" West along said South line 718.99 feet to the point of beginning.

Less and excepting that portion deeded to Park City Fire Protection District by that certain Special Warranty Deed recorded April 30, 1982, as Entry No. 190902, in Book M-218, at Page 521, being described as follows:

Beginning at a point which lies on the West line of the West frontage road (Kilby Road) of Interstate 15, said point lies South 89°24'05" East 2154.82 feet from the Southwest corner of said Section 12 and runs thence North 89°24'05" West 179.00 feet along the South line of said Section 12; thence North 0°35'55" East 145.00 feet; thence South 89°24'05" East 118.98 feet to a point (radial South 62°19'42" West) on the West line of said frontage road; thence Southeasterly 157.20 feet along a 778.51 foot radius curve to the right to the point of beginning.

PARCEL 7A:
All of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian, less and excepting the following subdivisions: Pinebrook Subdivision No. 1 Phase I Plat A; Pinebrook Subdivision No. 1 Phase I Plat B; Pinebrook Subdivision No. 3; Pinebrook Subdivision No. 3A (Amended); Pinebrook Subdivision No. 3B; Pinebrook Subdivision No. 4; Pinebrook Subdivision No. 6A; Pinebrook Subdivision No. 8; and Ecker Hills of Pinebrook Plat A.

Less and Excepting therefrom the following:

Beginning at the most Northerly corner of Lot 358, Pinebrook No. 8 Subdivision, said point being West 2248.92 feet and South 1296.71 feet from the Northeast corner of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the Southerly right-of-way line of Pinebrook Road and running thence North 63°30'00" East along said Southerly right-of-way line 435.60 feet; thence South 26°30'00" East 250.00 feet; thence South 63°30'00" West 435.60 feet; thence North 26°30'00" West 250.00 feet along the Easterly line of said Lot 358 to the point of beginning.

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EXHIBIT "A"

PARCEL B:

ATT of the Northeast quarter and the Southeast quarter of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian, lying East of the following described line:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 400.0 feet; thence West 350.0 feet; thence South 200.0 feet; thence South 44°00' East 60.0 feet; thence South 46°00' West 510.00 feet; thence South 02°00' East 200.0 feet; thence South 31°00' East 290.0 feet; thence South 67°00' East 250.00 feet; thence South 11°00' West 300.0 feet; thence South 49°00' East 300.0 feet; thence South 12°00' East 620.0 feet; thence South 46°00' East 150.0 feet; thence South 47°00' West 680.0 feet; thence South 16°00' West 170.0 feet; thence South 05°00" East 970.0 feet; thence South 32°00' East 200.0 feet; thence South 11°00' West 700.0 feet; thence South 20°00' East 208.6 feet, more or less, to the South line of said Section 15, said point being South 89°52'54" West, along the section line, 1699.80 feet, from the Southeast corner of said Section 15.

Less and excepting the following subdivision: Pinebrook Subdivision No. 1 Phase I Plat B; Pinebrook Subdivision No. 3; and Pinebrook Subdivision No. 3A (Amended)

EXHIBIT "A"

PARCEL 16:

Toll Canyon Property:

All of that portion of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian, West of the following described boundary line:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 400.0 feet; thence West 350.0 feet; thence South 200.0 feet; thence South 44° East 60.0 feet; thence South 46° West 510.0 feet; thence South 2° East 200.0 feet; thence South 31° East 290.0 feet; thence South 67° East 250.0 feet; thence South 11° West 300.0 feet; thence South 49° East 300.0 feet; thence South 12° East 620.0 feet; thence South 46° East 150.0 feet; thence South 47° West 680.0 feet; thence South 16° West 170.0 feet; thence South 5° East 970.0 feet; thence South 32° East 200.0 feet; thence South 11° West 700.0 feet; thence South 20° East 208.6 feet, more or less, to the South line of said Section 15, said point being South 89°52'54" West along the Section Line, 1699.80 feet from the Southeast corner of said Section 15, and East of the following described boundary line.

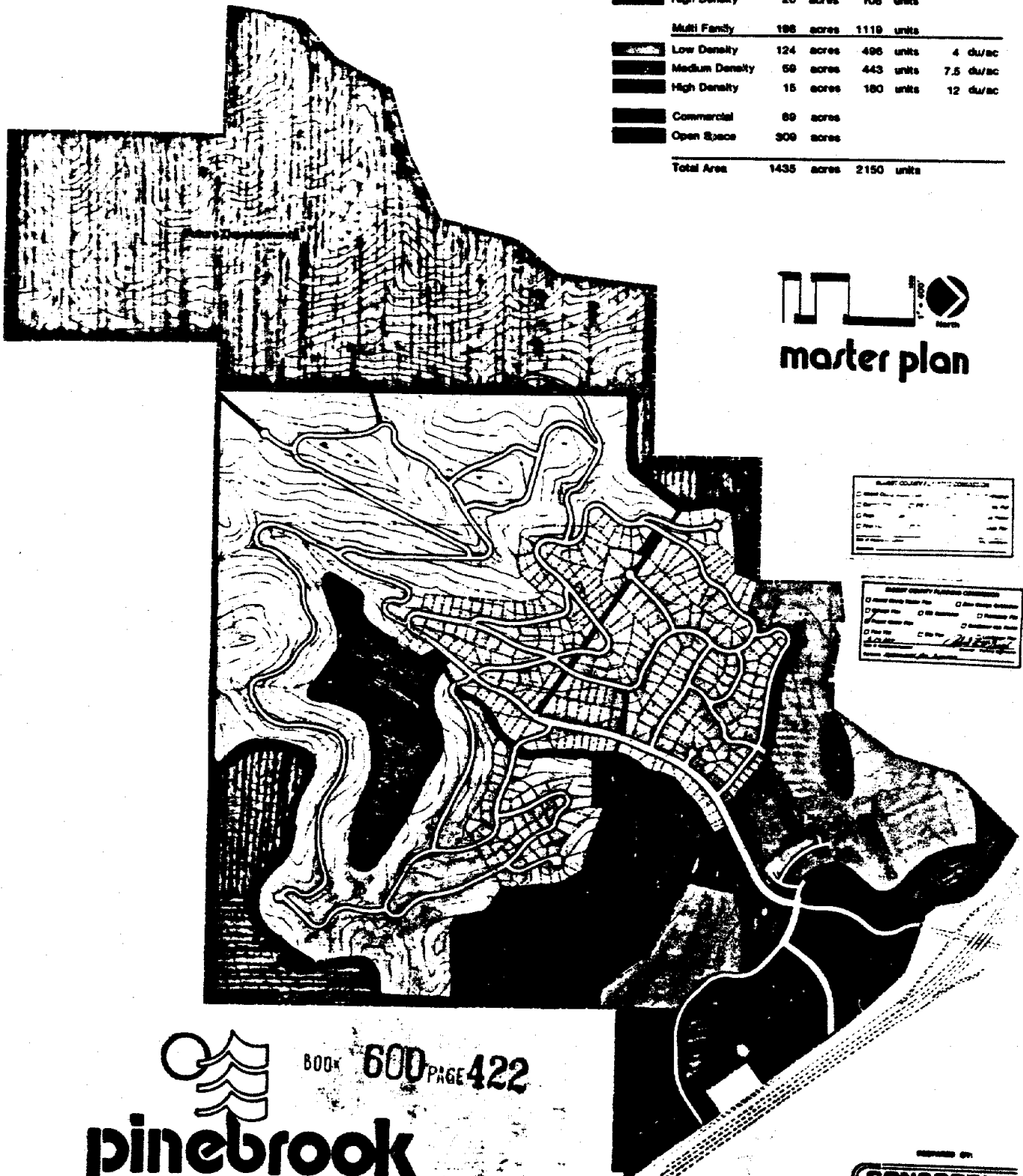
Beginning at a point which lies S. 89° 56' 44" E. 605.72 feet along the North line of Section 15 from the North Quarter corner of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian and running thence S. 0° 25' 05" E. 5392.97 feet to a point on the South line of Section 15, said point also being N. 89° 52' 55" E. 607.72 feet from the South Quarter corner of Section 15.

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EXHIBIT "B"

Legend

Single Family	859 acres	1031 units	
Low Density	799 acres	763 units	
Medium Density	40 acres	160 units	
High Density	20 acres	108 units	
Multi Family	198 acres	1119 units	
Low Density	124 acres	496 units	4 du/ac
Medium Density	59 acres	443 units	7.5 du/ac
High Density	15 acres	180 units	12 du/ac
Commercial	89 acres		
Open Space	309 acres		
Total Area	1435 acres	2150 units	



master plan

PROPERTY ADDRESS CONTROL

<input type="checkbox"/> 1000	<input type="checkbox"/> 1001	<input type="checkbox"/> 1002	<input type="checkbox"/> 1003
<input type="checkbox"/> 1004	<input type="checkbox"/> 1005	<input type="checkbox"/> 1006	<input type="checkbox"/> 1007
<input type="checkbox"/> 1008	<input type="checkbox"/> 1009	<input type="checkbox"/> 1010	<input type="checkbox"/> 1011
<input type="checkbox"/> 1012	<input type="checkbox"/> 1013	<input type="checkbox"/> 1014	<input type="checkbox"/> 1015

PROPERTY ADDRESS CONTROL

<input type="checkbox"/> 1016	<input type="checkbox"/> 1017	<input type="checkbox"/> 1018	<input type="checkbox"/> 1019
<input type="checkbox"/> 1020	<input type="checkbox"/> 1021	<input type="checkbox"/> 1022	<input type="checkbox"/> 1023
<input type="checkbox"/> 1024	<input type="checkbox"/> 1025	<input type="checkbox"/> 1026	<input type="checkbox"/> 1027
<input type="checkbox"/> 1028	<input type="checkbox"/> 1029	<input type="checkbox"/> 1030	<input type="checkbox"/> 1031

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pinebrook

CONSORTIUM

EXHIBIT "C"

Plat	Recording Date	Entry Number
Pinebrook Subdivision No.1; Plats A and B	06-01-1977	138160
Pinebrook Subdivision No.2; Phase 1	06-01-1977	138161
Pinebrook Subdivision No.3;	08-08-1979	158286
Pinebrook Subdivision No. 3-A Amended	04-27-1987	270422
Pinebrook Subdivision No. 3-B	12-06-1983	213820
Pinebrook Subdivison No. 4	08-08-1979	158287
Pinebrook Subdivision No. 6-A	07-02-1982	193303
Pinebrook Subdivision No. 8	05-06-1983	205407
Ecker Hill Plat A	10-18-1985	240459
Ecker Hill Plat B	10-18-1990	331719
Elk Run at Pinebrook	09-04-1987	276012
Elk Run at Pinebrook Phase IIA	10-31-1988	299425
Elk Run at Pinebrook Phase IIB	08-25-1989	312151
Elk Run at Pinebrook Phase IIIA	10-19-1990	331755
Elk Run at Pinebrook Phase IIIB	10-25-1990	331988
The Ranch Condominiums Phase 1	11-17-1983	213162
Pinebrook No.11	10-29-1986	260101
Pinebrook No. 12	08-04-1987	274873
Pinebrook No. 13	10-06-1989	313993

EXHIBIT "C" Cont'd.

PROPOSED EAGLE RIDGE SUBDIVISION

Beginning at a point which is South 430.55 feet along the Section Line and West 1378.83 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence S 11° 00' 00" W 85.00 feet, thence S 79° 00' 00" E 50.00 feet, thence S 11° 00' 00" W 80.00 feet to a point on a 445.00 foot radius curve to the right (radius point bears N 79° 00' 00" W) thence Southwesterly along the arc of said curve 407.75 feet; thence S 63° 30' 00" W 945.53 feet to a point on a 1500.00 foot radius curve to the left (radius point bears S 26° 30' 00" E); thence Southwesterly along the arc of said curve 106.73 feet; thence N 30° 34' 37" W 129.10 feet; thence N 52° 00' 00" W 465.00 feet; thence N 1° 00' 00" E 105.00 feet; thence N 45° 17' 52" E 295.13 feet; thence N 63° 30' 00" E 528.95 feet; thence N 21° 20' 06" W 71.04 feet; thence N 16° 14' 32" W 119.99 feet; thence N 9° 50' 38" W 673.55 feet; thence N 63° 30' 00" E 939.24 feet; thence S 58° 19' 09" E 118.10 feet; thence S 32° 51' 20" E 118.80 feet to a point on a 168.41 foot radius curve to the right (radius point bears S 57° 08' 40" W); thence Southerly along the arc of said curve 281.91 feet to a point on a 490.00 foot radius reverse curve to the left (radius point bears S 26° 56' 54" E); thence Southerly along the arc of said curve 1004.24 feet; thence N 35° 37' 34" E 70.00 feet to a point on a 420.00 foot radius curve to the left (radius point bears N 35° 37' 34" E); thence Southeasterly along the arc of said curve 180.52 feet to the point of beginning.

Excepting therefrom the three (3) official plats of the following subdivisions:

1. Pinebrook Subdivision No. 11 (Sunbrook).
2. Pinebrook Subdivision No. 12 (Sunbrook).
3. Eagle Ridge at Pinebrook, Pinebrook Subdivision No. 13.

As recorded in the County of Summit.