

01112485 B: 2512 P: 1740

Page 1 of 41

Rhonda Francis Summit County Recorder

06/12/2019 12:36:26 PM Fee \$610.00

By Coalition Title Agency, Inc.

Electronically Recorded

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.

DLA Piper LLP (US)

401 Congress Ave., Ste 2500

Austin, Texas 78701

jennifer.purcell@dlapiper.com



DLA PIPER

APN: See Exhibit A

CERTIFICATE OF AMENDMENT TO 2004
CERTIFICATE OF AMENDMENT AND AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF EMPIRE PASS

Summit County, Utah

Declarant: **STORIED DEER VALLEY, LLC**, a Delaware limited liability company
REDUS PARK CITY LLC, a Delaware limited liability company

Cross reference to Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass, recorded on December 14, 2004 as Entry No. 00719855, in Book 1666 at Page 1054, in the records of the Summit County Recorder, as amended and supplemented.

282448046.1
411104-000001
4828-6856-0241

**THIS IS AN ACCOMMODATION
RECORDING ONLY**

CERTIFICATE OF AMENDMENT
TO
2004 CERTIFICATE OF AMENDMENT AND AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMPIRE PASS

This Certificate of Amendment to Amendment to 2004 Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass (this "Amendment") is made by **STORIED DEER VALLEY, LLC**, a Delaware limited liability company ("Storied") and **REDUS PARK CITY LLC**, a Delaware limited liability company ("Redus") (collectively, hereinafter Storied and Redus shall be known as the "Declarant"), and is as follows:

RECITALS

A. Empire Pass Master Owners Association, Inc. a Utah nonprofit corporation (the "Master Association") and United Park City Mines Company, a Delaware corporation ("Original Declarant") recorded that certain Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented (collectively, the "Declaration").

B. Pursuant to that certain Assignment of Declarant's Rights, recorded on October 3, 2016 as Entry No. 01054950 in Book 2375 at Page 172 in the records of the Summit County Recorder, Redus was assigned all rights of the Declarant under the Declaration.

C. Pursuant to that certain Assignment of Declarant's Rights and Agreement Regarding Co-Declarants' Rights [Empire Pass], recorded on January 31, 2018 as Entry No. 01085839 in Book 2448 at Page 542 in the records of the Summit County Recorder (the "Assignment"), Redus assigned and transferred to Storied and Storied accepted all of the special rights as Declarant under the Declaration with respect to the Empire Pass Properties (as such term is defined under the Assignment) and Redus retained all of the special rights as Declarant under the Declaration with respect to the Retained Property (as such term is defined under the Assignment), and for Storied and Redus to be deemed collectively as Co-Declarant for those purposes under the Declaration and the Bylaws of the Empire Pass Master Owners Association, Inc. ("Bylaws") adopted therewith, which special rights shall not be exercised by one without the written consent of the other, such consent which may not be unreasonably withheld, conditioned or delayed, and which exercise of such special rights shall be subject to the additional agreements and understandings of Redus and Storied set forth in the Assignment.

D. Pursuant to, and in accordance with *Section 18.3* of the Declaration, so long as Class B Membership exists, Declarant may unilaterally amend the Declaration.

E. Declarant confirms that Class B Membership remains in existence.

NOW, THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Recitals.** The Recitals A through E are incorporated herein and made a part hereof.

2. **Definitions.** Sections 1.6, 1.7, 1.33, 1.49, 1.76, 1.86, and 1.99 of the Declaration are hereby deleted in their entirety and replaced with the following Sections 1.6, 1.7, 1.33, 1.49, 1.76, 1.86, and 1.99 and Sections 1.113, 1.114, 1.115, 1.116, 1.117, 1.118, 1.119, 1.120, and 1.121 are hereby added to Article I of the Declaration:

1.6 **"Assessable Property"** shall mean any Lot, Unit, or Parcel that has a Land Use Classification that permits Residential Use, except such part or parts thereof as may from time to time constitute Exempt Property; provided however, that Exempt Property shall not be exempt from Maintenance Charges and Transfer Assessments. Assessable Property shall include Apartment Developments, Residential Condominium Developments, and Timeshare/Fractional Share Developments.

1.7 **"Assessments"** shall mean collectively Annual Assessments, Special Assessments, Transfer Assessments, and such other assessments imposed under this Declaration.

1.33 **"Development Agreement"** shall mean collectively (a) that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time; and (b) any other development agreement entered into between Declarant and any Municipal Authority with respect to development of Empire Pass.

1.49 **"Governing Documents"** shall mean this Declaration, Certificate(s) of Amendment, Neighborhood Declaration(s), Supplemental Declaration(s), the Bylaws, the Articles, the Empire Pass Rules, the Design Guidelines, the Development Guidelines, and the Board's resolutions, all as the same may be modified, amended, or supplemented from time to time.

1.76 **"Parcel"** shall mean a portion of the Property designated by a Neighborhood Declaration or Supplemental Declaration or the Master Land Use Plan for one or more of the following Land Use Classifications: Apartment Development, Residential Condominium Development (but only until the condominium regime therefor is Recorded), Commercial Condominium Development, General Commercial Development or Timeshare/Fractional Share Development. The term "Parcel" shall also include each portion of the Property that a Neighborhood Declaration or Supplemental Declaration or the Master Land Use Plan has designated for Single Family Lot Use or Cluster Residential Use but which has not yet been subdivided into Lots and/or Units and related amenities and rights-of-way, but any such area shall cease to be a Parcel upon the recordation of a Plat or other instrument covering such area and creating Lots and/or Units and related amenities. A "Parcel" shall not include a Lot or a Unit but, in the case of staged developments, shall include any area not yet included in a Plat, condominium property regime, or other Recorded instrument creating Lots and/or Units and

related amenities. A Parcel with a Land Use Classification of Apartment Development shall cease to be a Parcel if the Apartment Development is converted to a Residential Condominium Development. Declarant shall have the right, subject to the terms of the Development Agreement, to identify and create and/or reconfigure the boundaries of any Parcel of which Declarant is the Owner.

1.86 "Resident" shall mean each tenant, lessee, or other legal occupant or inhabitant residing in or legally conducting a business on a Lot, Unit, or Parcel regardless of whether the person owns the Lot, Unit, or Parcel. Subject to the Empire Pass Rules (including the imposition of special non-resident fees for use of the Master Association Land if the Master Association shall so direct), the term "Resident" shall also include the employees, guests, or invitees of any Owner, tenant, lessee, or other legal occupant or inhabitant residing in or legally conducting a business on a Lot, Unit, or Parcel, if and to the extent the Board in its absolute discretion by resolution so directs.

1.99 "Timeshare/Fractional Share Development" or "Timeshare/Fractional Share Use" shall mean any such development as defined under Utah Code Ann. § 57-19-2 (25) or successor statutes. Notwithstanding anything to the contrary contained in this Declaration, Declarant may, in its sole and absolute discretion, approve and locate a Timeshare/Fractional Share Development in Residential Areas or Commercial Areas.

1.113 "Club" means the Talisker Club, a private club located within Wasatch County and Summit County, Utah.

1.114 "Club Declaration" means the Club Declaration of Covenants for the Talisker Club recorded or to be recorded in the records of the Wasatch County Recorder and the Summit County Recorder, as such may be amended and supplemented from time to time.

1.115 "Club Facilities" shall be defined as such term is defined under the Club Declaration.

1.116 "Club Documents" means collectively, Club Declaration, the Club Membership Application in effect from time to time, the Club Membership Plan, the Talisker Club Rules and Regulations, and such other documents adopted by the Club Owner from time to time governing membership in the Club, all as the same may be amended, modified, or supplemented from time to time. Club Documents pertain solely to the Club, are separate from this Declaration, and are not enforced by Declarant or the Master Association in any manner.

1.117 "Club Membership Application" means the Membership Application and Agreement or Membership Enrollment Agreement, as applicable, for Talisker Club, as such may be amended and supplemented from time to time.

1.118 "Club Membership Plan" means the Talisker Club Membership Plan, as such may be amended and supplemented from time to time.

1.119 **“Club Owner”** means the owner or operator of the Club Facilities or the Club Property, as applicable, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be Recorded in order to be effective. In the event of a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. As of the date this Amendment is Recorded, Talisker Club 2.0, LLC, a Delaware limited liability company is the Club Owner. The identity of the Club Owner may change from time to time (e.g., the current Club Owner may sell all or some portion of the Club Facilities to a third party). Notwithstanding that Club Owner and the Declarant may be the same party, affiliates, or related parties from time to time, each Owner acknowledges that Club Owner and Declarant shall not be considered one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant or Master Association shall at any time be considered an act or failure to act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants under this Declaration and/or the Club Documents. No act or failure to act by Club Owner shall at any time be considered an act or failure to act of Declarant or Master Association and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

1.120 **“Club Property”** shall be defined as such term is defined under the Club Declaration. Neither Declarant nor Master Association shall have any responsibility for the care, maintenance, upkeep or other operation of the Club Property. Nothing in this Section 1.120 shall be interpreted as a limitation on the Master Association’s and Declarant’s rights of enforcement set forth in Sections 10.3 and 12.2 or elsewhere in this Declaration.

1.121 **“Mixed-Use Area”** shall mean any Lot or Parcel, or portion thereof, owned or leased by one Person or a group of Persons that contains a structure or structures that have a mixture of Residential Areas and Commercial Areas within the same structure or structures. In that event, the provisions of this Declaration pertaining to Residential Areas shall apply to and govern the Residential Areas within such structure or structures, and the provisions of this Declaration pertaining to Commercial Areas shall apply to and govern the Commercial Areas within such structure or structures.

3. **Mixed-Use Area.** Section 4.1.13 of the Declaration is hereby added to the Declaration:

4.1.13 Mixed-Use Area;

4. **Landscaping.** Section 4.2.5 of the Declaration is hereby deleted in its entirety and is replaced with the following:

4.2.5 **Landscaping.** All Owners and Residents of Single Family Lots and detached or attached Dwelling Units within Cluster Residential Developments are required to install or cause

to be installed all landscaping and irrigation on areas of such Lot shown on the landscape plan as areas to be landscaped including, without limitation, front and corner side yards and rear and side yards, within twelve (12) months from commencement of occupancy of a Dwelling Unit. All landscape plans shall be approved in advance by the Design Review Board.

5. **Empire Pass Rules.** The following sentence is hereby added to the end of Section 5.3 of the Declaration:

Pursuant to Utah Code Ann. § 57-8a-218(15), the requirements of Utah Code Ann. §§ 57-8a-218(1) through (13), except Utah Code Ann. § 57-8a-218(1)(b)(ii), are hereby modified to not apply to the Empire Pass Rules or other rules of the Master Association.

6. **Declarant Exemption under Utah Code Ann. § 57-8a-217.** The following Section 5.8 is hereby added to the Declaration:

5.8. **Declarant Exemptions.** *As permitted under Utah Code Ann. § 57-8a-217(6), the Declarant reserves the right to, and does hereby, exempt itself from the Empire Pass Rules and the rulemaking procedure set forth in Utah Code Ann. § 57-8a-217.*

7. **Classification of Assessable Property.** Section 7.4 is hereby deleted in its entirety and is replaced with the following:

7.4 **Classification of Assessable Property.** *The amount of any Annual Assessment or Special Assessment against each Lot, Unit, or Parcel (other than Exempt Property) shall be fixed as set forth in this Section. For purposes of fixing the amount of the Annual Assessment or Special Assessment, the Board shall classify each Lot, Unit, or Parcel of Assessable Property in one of the following classifications, as such classifications may vary or be adjusted from time to time by the Board in its sole and absolute discretion, without amending this Declaration: (a) detached Dwelling Unit that is built on a separately-platted Lot, which Lot contains a custom-designed and custom-built Dwelling Unit; (b) detached Dwelling Unit that is not included within the immediately preceding classification (a); (c) attached Dwelling Unit within a building containing up to six (6) Dwelling Units; (d) Condominium Unit within a multi-story building containing seven (7) or more Condominium Units; (e) Rental Apartment within an Apartment Development; or (f) a Dwelling Unit within a Timeshare/Fractional Share Development. The Board shall determine, in its sole and absolute discretion, the amount of the Annual Assessment and any Special Assessment within each of the foregoing classifications of Assessable Property, which classifications may vary or be adjusted from time to time without an amendment of this Declaration, as determined by the Board in its sole and absolute discretion, provided that the Annual Assessment and any Special Assessment shall be equitably allocated to each Lot, Unit, or Parcel within each classification of Assessable Property. The Board's determination of the criteria for each classification, the Board's determination of the classification of each Lot, Unit, or Parcel, and the Board's determination of the amount of the Annual Assessment and Special Assessment for each classification shall be conclusive upon the Owners and shall be non-appealable under all circumstances. Notwithstanding the foregoing, the initial Annual Assessment shall be no less than \$1,000 per Lot, Unit, or Parcel of Assessable Property unless or until changed by the Board.*

The failure of the Board to levy an Annual Assessment for any calendar year shall not be deemed a waiver, modification or release of the Owners' liability for Community Expenses.

7.4.1 Anything in Section 7.4 to the contrary notwithstanding, if, after an Assessment's record date but before the end of the fiscal year for which it is levied, an Assessable Property is added to Empire Pass or a Neighborhood by a Supplemental Declaration or by a Neighborhood Declaration, or an Exempt Property becomes Assessable Property, then each Assessment that would have been levied against such Assessable Property for such fiscal year if it were not Exempt Property (as hereafter reduced) shall be due on the later of (a) the date on which such Assessment would have been due, if such part of Empire Pass had been Assessable Property on such record date, or (b) the date on which such Assessable Property becomes subject to Assessment levy. If an Assessable Property is added to Empire Pass or a Neighborhood as provided for above, the Master Association shall be deemed, automatically and without the need for further action, to have levied against it each Annual Assessment and Special Assessment for such fiscal year which the Master Association has levied against the other Assessable Properties. Each such Assessment levied against such Assessable Property shall be in an amount determined under this Section 7.4 as if it were eligible for such levy on such record date, but then reduced in proportion to the number of days (if any) in such fiscal year elapsed as of (and including) the date on which such Supplemental Declaration is Recorded, or such Exempt Property becomes an Assessable Property, as the case may be.

8. Master Association as Enforcing Body. Section 8.1 is hereby deleted in its entirety and is replaced with the following:

8.1 Master Association as Enforcing Body. Except as otherwise set forth in this Declaration, the Master Association, as the agent and representative of the Owners and Members, shall have the exclusive right to enforce the covenants, terms, and provisions of the Governing Documents.

9. Master Association's Rights of Enforcement. Section 12.2 is hereby deleted in its entirety and is replaced with the following:

12.2 Master Association's and Declarant's Rights of Enforcement. Each of Declarant and the Master Association shall have the right to enforce, by any proceeding at law or in equity, the covenants, terms, and provisions set forth in this Declaration, any other Governing Document, and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, Deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Master Association or by Declarant. In the event suit is brought or arbitration is instituted or an attorney is retained by the Master Association or Declarant to enforce the terms of this Declaration or any other Governing Document and the Master Association or Declarant prevails, the Master Association or Declarant, or both, as applicable, shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees,

court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Master Association's and Declarant's respective administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot, Unit, or Parcel. If the Master Association or Declarant should fail to act within a reasonable time, any non-breaching Owner shall have the right to enforce the covenants, terms, and provisions set forth in this Declaration.

10. Unilateral Amendments. Section 18.3 is hereby deleted in its entirety and is replaced with the following:

18.3 Unilateral Amendments. Notwithstanding anything contained in this Declaration to the contrary, this Declaration, a Neighborhood Declaration or Supplemental Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, to make technical corrections, to correct mistakes or to remove/clarify ambiguities; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots, Units or Parcels subject to this Declaration; provided, however, any such amendment shall not adversely affect title to any Owner's property, unless any such Owner shall consent thereto in writing. Further, so long as the Class B Membership exists, Declarant may unilaterally amend this Declaration, a Neighborhood Declaration or Supplemental Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner. Any such amendment hereunder shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by the Declarant. For purposes of this Section 18.3, "materially adversely affect the substantive rights of any Owner" shall mean an action that results in a condition having a materially adverse effect on an Owner's use, marketability, and enjoyment of their Lot, Unit, or Parcel, as provided for in this Declaration, and "adversely affect title" shall mean an action that prevents a reputable title insurance company and its underwriter from issuing a standard coverage title policy with respect to the Units subject to this Declaration.

11. Additional Declarant Rights and Exemptions. Section 19.5 is hereby added to the Declaration:

19.5 Co-Declarant Rights and Exemptions. For the purpose of this Section 19.5, Storied and Redus shall be identified as "**Co-Declarants**" pursuant to the Assignment.

19.5.1 Co-Declarant Consent Not Required. In addition to, or in conjunction with all other rights set forth in the Declaration, the Assignment, and Governing Documents, Storied shall have the right to exercise the following rights as to the Empire Pass Properties (as such term is defined in the Assignment) and Redus shall have the right to exercise the following rights as to the Retained Property (as such term is defined

in the Assignment), as applicable, without the consent or the approval from the other Co-Declarant:

- (a) the right to maintain sales offices, model homes and Units, and signs advertising the Empire Pass Properties or the Retained Property, as applicable, or any Lot, Unit, or Parcel on any portion of the Empire Pass Properties or the Retained Property, as applicable;
- (b) the right to use easements throughout the Community Areas as set forth in this Declaration;
- (c) the right to dedicate the roads and streets within the Empire Pass Properties or the Retained Property, as applicable, for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;
- (d) the right to transfer Community Areas, including parks, trails in the Trail System, open space, or other parcels of real property to the appropriate Special Service District and/or Municipal Authority, in accordance with the Declaration;
- (e) the right to convert any part of the Empire Pass Properties or the Retained Property, as applicable, to a different Land Use Classification in accordance with the Declaration;
- (f) the right to create, designate, or reassign Community Areas within the Empire Pass Properties or the Retained Property, as applicable;
- (g) the right to be exempt from the provisions and restrictions of the Governing Documents, unless expressly and specifically bound by a provision of the Governing Documents;
- (h) the right to withdraw land from Empire Pass and the Empire Pass Properties or the Retained Property, as applicable, in accordance with Section 16.6 of the Declaration;
- (i) the right to expand Empire Pass by adding Additional Land or a portion or portions thereof to Empire Pass and the Empire Pass Properties or the Retained Property, as applicable, in accordance with Article XVI of the Declaration;
- (j) the right to create, amend, change, or modify any Plat, subject to necessary approvals from any applicable Municipal Authority or government agency having jurisdiction over Empire Pass; and
- (k) the rights to be exempt from the Empire Pass Rules and the rulemaking procedure in Utah Code Ann. § 57-8a-217 so long as the Co-Declarants hold the Class B Membership, pursuant to Utah Code Ann. § 57-8a-217(6) and successor statutes, are hereby reserved to each Co-Declarant.

19.5.2 Co-Declarant Consent Required. In addition to, or in conjunction with all other rights set forth in the Declaration, the Assignment, and Governing Documents,

each of Storied and Redus shall have the right to exercise the following rights, subject to the consent of the other Co-Declarant:

- (a) So long as the Co-Declarants hold the Class B Membership, the right to exert any right allowed to the Board or the Master Association pursuant to the Utah Community Association Act, Utah Code Ann. § 57-8a-101, et seq.
- (b) So long as the Co-Declarants hold the Class B Membership, the right to exert any right allowed under this Declaration, except as set forth in Section 19.5.1 above or in the Assignment; and
- (c) the right to amend this Declaration, the Bylaws, the Articles, and the Maintenance Agreement without approval from Owners.

Subject to paragraph 4 of the Assignment, the rights in Section 19.5.2 above shall be subject to the following: No provision of this Declaration or other Governing Documents that confers rights, privileges, easements, benefits or exemptions upon a Co-Declarant or upon any affiliate of a Co-Declarant shall be modified, amended, or revoked in any way without the written consent of both Co-Declarants until the later of: (i) six (6) years following the conversion of the Class B Memberships to Class A Memberships, or (ii) the date the Co-Declarant no longer owns title in any portion of the project. The provisions set forth under this Section 19.5 shall not interfere or otherwise amend or alter the covenants, terms, and provisions agreed to by Storied and Redus in the Assignment.

12. Development Agreement. Article XX is hereby deleted in its entirety and is replaced with the following:

20.1 Development Guidelines. The Declarant may, in its sole discretion, from time to time and subject to the provisions of this Declaration, establish, amend and repeal, as approved by the applicable Municipal Authority, guidelines for the development of the Property known as the Development Guidelines. The Master Association shall administer, in conjunction with Declarant, the Development Guidelines. Declarant shall have the right, but not the obligation, to enforce the Development Guidelines. Each developer, including any Merchant Builder, of a Parcel shall demonstrate to the Master Association that its Neighborhood Declaration or Supplemental Declaration, Plat, and development plan have been approved by the Declarant and by the applicable Municipal Authority and that such items are in compliance with the Development Guidelines. The Master Association shall exercise its best judgment to see that each Merchant Builder undertakes its development of a Parcel, including but not limited to, the roadways and major infrastructure, in compliance with the Development Guidelines. Compliance with the Development Guidelines and/or the Design Guidelines is not a substitute for compliance with applicable Municipal Authority building, zoning, and subdivision regulations and requirements, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required by the applicable Municipal Authority prior to commencing construction of any Improvements. Until Declarant no longer owns any portion of the Property, the Development Guidelines shall not be subject to modification or amendment without the prior written consent of Declarant, which consent may be withheld in its sole and absolute discretion.

20.2 Development Agreement. *The Property is currently subject to the terms and provisions of the Development Agreement, which may be subject to future modifications, amendments or additions from time to time. Declarant reserves the right to dedicate, transfer, or convey to the Master Association maintenance and construction responsibilities, as required under the Development Agreement, over portions of Property (and any improvements located therein) within or for the benefit of Empire Pass, or Empire Pass and the general public, and the Master Association may accept such dedications, transfers, and conveyances, in which case the Master Association shall maintain and operate such portions of Property (and any improvements located thereon) in accordance with applicable law, the Development Agreement, and any requirements of any applicable Municipal Authority to which the interests have been dedicated, transferred, or conveyed. Such property may be improved or unimproved, and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Declarant further reserves the right, from time to time and at any time, to execute conservation easements meeting the requirements of the Development Agreement (the "Required Conservation Easements") and to assign the duties held by the Declarant under such Required Conservation Easements to the Master Association and, if such duties are accepted and assumed, the Master Association shall maintain and operate the property encumbered by such Required Conservation Easements, and any improvements located therein, in accordance with such Required Conservation Easements, applicable law, the Development Agreement, and any requirements of any applicable Municipal Authority. The Declarant, its successors and assigns, shall have a right and easement over, across, and within any portion of the Property, as reasonably necessary, to develop, construct, and maintain the Property as required under the Development Agreement. Declarant reserves the right to relocate, make changes in, and additions to said dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances, reservations and other grants for the purpose of developing the Property in accordance with the terms of the Development Agreement.*

13. Recreational Trail Easements. The following provisions are hereby added to the end of Section 3.9 of the Declaration:

There may be ski and other paths and recreational trail easements designated as such on one or more Plats of the Property, or portions thereof, which may be used for ski and other recreational paths and trails, pedestrian walkways, maintenance, and vehicle access. Nothing shall be placed or maintained in any paths or trails easement that shall interfere with the use of such easements, except landscaping and other improvements within a paths or trails easement installed or constructed by the Declarant or Master Association.

14. Easement for Retrieval of Errant Recreational Equipment. The following sentence is hereby added to the end of Section 21.1 of the Declaration:

Declarant, Master Association, the Club Owner, all Persons using the Club Property, Owners, and Residents, and all their respective employees and representatives shall have the right, in the nature of a nonexclusive easement, for ingress and egress over all portions of the Property for retrieval of errant ski or other recreational equipment, including, without limitation,

the right to enter a Lot, Unit, or Parcel, or any Community Area, for the purpose of retrieving such equipment.

15. Snow Easement. The following Section 21.7 is hereby added to the Declaration:

21.7 Snow Easement. *The Property is hereby burdened with a non-exclusive easement in favor of the Master Association and Declarant for the deposit and use of snow as a result of natural weather conditions and man-made snow resulting from ski trail grooming, road plowing, and snow-making and related winter resort activities. Under no circumstances shall the Master Association or Declarant have any responsibility or be held liable for any damage or injury resulting from such natural snow or man-made snow or the exercise or use of this easement.*

16. Private Amenities, Club, and the Club Property. The following Article XXIV is hereby added to the Declaration:

24.1 Mandatory Club Membership for Certain Property. *Certain real property, including real property subject to this Declaration, may by separate written instrument(s) become subject to the Club Documents, and ownership of such property may require membership in the Club. Prospective Owners of any Lot, Unit, or Parcel are encouraged to review title of such Lot, Unit, or Parcel to determine Club membership obligations as to that property. Pursuant to and in accordance with Section 8.3 of this Declaration, the Assessment Lien provided for in this Declaration shall be superior to any all charges, liens, or encumbrances that may arise or be imposed upon any Lot, Unit, or Parcel as a result of, or in connection with membership in the Club.*

24.2 Disclaimer Regarding Club Facilities and Private Amenities. *All Persons, including without limitation all Owners, are hereby advised that no representations, warranties, or commitments have been or are made by the Declarant, the Master Association, or any other Person with regard to the present or future development, ownership, operation, or configuration of; or right to use, any Club Facilities or Private Amenities within, near, or adjacent to the Property, whether or not depicted on the Plat, or any other land use plan, sales brochure, or other marketing display, rendering, or plan, including but not limited to the Club Property. No purported representation, warranty or commitment, written or oral, in such regard shall ever be effective without an amendment hereto executed by the Declarant. Further, the ownership, operation, or configuration of; or rights to use, any such Club Facilities or Private Amenities may change at any time and from time to time for reasons including, but not limited to: (a) the purchase or assumption of operation of any such Club Facilities or Private Amenities by an independent Person; (b) the conversion of any such Club Facilities or Private Amenities to an equity club or similar arrangement whereby members of such Club Facilities or Private Amenities or an entity owned or controlled thereby become the owner(s) and/or operator(s) of such Club Facilities or Private Amenities; (c) the conveyance, pursuant to contract, option or otherwise, of such Club Facilities or Private Amenities to one or more affiliates, shareholders, employees, or independent contractors of the Declarant; or (d) the conveyance of any such Club Facilities or Private Amenities, or portion thereof, to the Master Association. As to any of the foregoing or any other alternative, no consent of the Master Association or any Owner shall be required to*

effectuate such transfer (except for the consent of the Master Association in the event of a transfer to the Master Association). No Owner or Resident shall have any ownership interest in, or right to use, any Club Facilities or Private Amenities solely by virtue of: (i) his, her or its membership in the Master Association; or (ii) his, her, or its ownership, use, or occupancy of any Lot, Unit, or Parcel, or portion thereof.

24.3 Mountain Disturbances and Nuisances. Each Owner and Resident understands and agrees that his, her, or its Lot, Unit, or Parcel and its related home or residence is or may be adjacent to or near one or more Club Facilities or Private Amenities, including, but not limited to ski and other recreational paths and trails, and the Club Property, and that activities related to the use of any of the Club Facilities or Private Amenities may be held within or adjacent to the Property. Each Owner further acknowledges and agrees that any of such activities related to the maintenance, operation, or use of any of the Club Facilities or Private Amenities shall not be deemed to constitute a nuisance to the Owner or any Resident. Each Owner and Resident acknowledges that the location of his, her, or its Lot, Unit, or Parcel and its related home or residence within the Property may result in hazards to persons and property on such Lot, Unit, or Parcel and its related home or residence as a result of normal Club Facilities or Private Amenities or as a result of activities related to the use of any of the Club Facilities or Private Amenities. Each Owner acknowledges and agrees, for itself, its successors-in-title and assigns, and on behalf of each such Owner's Residents, invitees, and family members, that it and they assume all risks associated with such location, including but not limited to, the risk of property damage or personal injury (including death) arising from errant skiers, snowboarders, mountain bikers and other Club members or guests, equipment, machine-made or natural snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snowfalls, wind patterns, action related to the use of trails, or actions incidental to Club or Private amenity-related activities, or involving the use of any Club Facilities or Private Amenities by members of the Club or the public, and that it and they release and hold harmless the Declarant, the Master Association, any committee of the Master Association, the Club Owner, and any operator of any Club Facility or Private Amenity (and any director, officer, affiliate, agent, employee, or representative of any of the foregoing), for, from and against any liability, claims (including negligence) or expenses, including attorneys' fees and court costs, arising from such property damage or personal injury (including death).

24.4 Rights of Access. The Club Owner, the members of the Club, any invitees (including, without limitation, participants in sporting events or activities and spectators, and regardless of whether such members or invitees are Owners), employees, agents, contractors, or designers shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Property as reasonably necessary to travel to and from any entrance within the Property to and from the Club Property, any Private Amenity, or any Club Facility, provided, however, that such access rights do not allow a Club Owner to access roads, trails or paths not otherwise open to the public and not needed to gain access to a Club Property, any Private Amenity, or Club Facility.

24.5 Operation of the Club Facilities and Private Amenities. Each Owner acknowledges that the operation and maintenance of any Club Facilities or Private Amenities

within, near, or adjacent to the Property, may require that maintenance personnel and other workers perform work relating to the operation and maintenance of such Club Facilities or Private Amenities as early as 4:00 a.m. and as late as 10:00 p.m. on a daily basis, and, in certain circumstances, at any time(s) of the day or night. In connection therewith, each Owner and Resident agrees that the Declarant, the Master Association, any other committee of the Master Association, any sponsor, promoter, or organizer of any event, or the Club Owner (or any director, officer, affiliate, agent, employee, or representative of any of the foregoing) shall not be responsible or accountable for, liable for, and shall be held harmless from, any claims, causes of action, loss, or liability arising in connection with or associated with any noise or inconvenience normally associated with such operation and maintenance activities.

24.6. Other Club Related Agreements. No Owner or Resident, and no guest, invitee, employee, agent, or contractor of any Owner or Resident, shall at any time enter upon any Club Facilities within, adjacent to, or near the Property, including, but not limited to, the Club Property, for any purpose (other than to engage in skiing or other recreational activities, or as a spectator or guest of the ski or recreational paths and trails, or to engage in other activities specifically permitted within the Club Property, in each and every case subject to all provisions, rules, and regulations reflected in the Club Documents, including, without limitation, all requirements relating to membership, fees, reservations and the like), and each Owner and Resident shall keep his, her, or its pets and other animals off all portions of the Club Facilities at all times. No Owner shall (or permit his, her, or its Residents, guests, invitees, employees, agents, or contractors to) interfere in any way with use of any Club Facility or any activities on the Club Property (whether in the form of physical interference, noise, or otherwise). Each Owner, on behalf of such Owner and its Residents, guests, and invitees, recognizes, agrees, and accepts that operation of the Club Facilities will often involve parties and other gatherings (whether or not related to skiing, or the club, and including without limitation weddings and other social functions) at or on the Club Property or the Club Facilities, loud music, use of public address systems and the like, occasional supplemental lighting, and other similar or dissimilar activities throughout the day, from early in the morning until late at night and neither such Owner nor its Residents, guests, and invitees shall make any claim against the Declarant, the master Association, the Design Review Board, any other committee of the master Association, any sponsor, promoter, or organizer of any event, or the Club Owner (or any director, officer, affiliate, agent, employee, or representative of any of the foregoing) in connection with the matters described or referenced above, whether in the nature of a claim for damages relating to personal injury or property damage, or otherwise. The foregoing restrictions and requirements do not supersede or replace existing easements or rights affecting any Club Property as of the date of the recording of this Amendment.

24.7 Club Property Ownership and Maintenance. The Club, the Club Property, and the Club Facilities are considered "Private Amenities" under the Declaration and subject to the terms and provisions of this Declaration. Notwithstanding the foregoing, Owners, Residents, and guests of any Lot, Unit, or Parcel shall have no rights whatsoever to use, occupy, or control any portion of the Club Property, or to participate in any activities conducted thereon, except through separately purchased memberships in the Club and in accordance with the provisions of

the Club Documents, as they may be amended from time to time. The Master Association shall have no responsibility for the care, maintenance, upkeep or other operation of the Club Property.

24.11 Limitation on Amendments. Certain provisions of the Declaration are for the benefit of the Club, the Club Owner, the Private Amenities, and the owner of the Private Amenities, including but not limited to those provisions relating to "Exempt Property" or those provisions set forth under Section 1.41.2, Section 1.81, Section 1.82, Section 2.6, Article XXI, Section 4.1.12, Section 6.1.7, Section 7.1, Section 7.5, Section 7.12, Section 10.4.1, and this Article XXIV (collectively, the "Club and Private Amenities Provisions"). In recognition of the fact that such Club and Private Amenities Provisions are for the benefit of the Club, the Club Owner, the Private Amenities, and the owner of the Private Amenities, no amendment to any of the Club and Private Amenities Provisions and no amendment providing for the derogation of the Club and Private Amenities Provisions may be made without the written approval thereof by the Club Owner and/or owner of the Private Amenities, as applicable. The Club Owner and/or owner of the Private Amenities shall be an intended third-party beneficiary for purposes of this provision.

17. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[Signature Page to Follow]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Francisco

)
)
) ss:

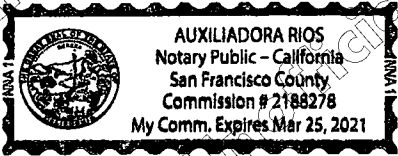
On May 28, 2019 before me, Auxiliadora Rios,
Notary Public (insert name and title of the officer).

personally appeared Ronald L. Ish, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Auxiliadora Rios



[Seal]

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

All that certain real property located in the County of Summit, State of Utah, described as follows:

**LEGAL DESCRIPTION
RED CLOUD SUBDIVISION**

A parcel of land located in the south half of Section 28 and the north half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at corner No. 3 of the UNCLE CHARLES Mining Claim, Lot 448 in the Uintah Mining District and located South $88^{\circ}24'56''$ West 8.71 feet along Section Line and South 12.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly end line of the UNCLE CHARLES mining claim North $42^{\circ}53'29''$ West 200.06 feet; thence along the westerly side line of the UNCLE CHARLES mining claim South $47^{\circ}05'06''$ West 151.61 feet; thence North $42^{\circ}54'54''$ West 60.00 feet; thence South $47^{\circ}05'06''$ West 235.59 feet to a point on a curve to the right having a radius of 190.00 feet, of which the radius point bears North $42^{\circ}54'54''$ West; thence along the arc of said curve 163.35 feet through a central angle of $49^{\circ}15'33''$ to a point of reverse curve to the left having a radius of 140.00 feet, of which the radius point bears South $06^{\circ}20'39''$ West; thence westerly along the arc of said curve 140.18 feet through a central angle of $57^{\circ}22'03''$; thence South $38^{\circ}58'36''$ West 145.23 feet to a point on a curve to the right having a radius of 465.00 feet, of which the radius point bears North $51^{\circ}01'24''$ West; thence along the arc of said curve 277.03 feet through a central angle of $34^{\circ}08'06''$; thence South $73^{\circ}06'42''$ West 161.91 feet to a point on a curve to the left having a radius of 175.00 feet, of which the radius point bears South $16^{\circ}53'18''$ East; thence along the arc of said curve 173.22 feet through a central angle of $56^{\circ}42'44''$; thence South $16^{\circ}23'58''$ West 201.56 feet; thence South $37^{\circ}34'45''$ East 421.42 feet to a point on the Summit-Wasatch County line; thence along the Summit-Wasatch County line the following three (3) courses: 1) South $54^{\circ}41'12''$ West 119.26 feet; thence 2) South $88^{\circ}54'12''$ West 344.13 feet; thence 3) North $82^{\circ}53'47''$ West 231.41 feet to a point on a curve to the right having a radius of 1275.00 feet, of which the radius point bears North $07^{\circ}06'13''$ East; thence along the arc of said curve 147.29 feet through a central angle of $06^{\circ}37'08''$; thence North $13^{\circ}43'21''$ East 50.00 feet to a point on a non tangent curve to the right having a radius of 50.00 feet, of which the radius point bears North $13^{\circ}43'21''$ East; thence northerly along the arc of said curve 107.22 feet through a central angle of $122^{\circ}51'58''$; thence North $46^{\circ}35'19''$ East 192.32 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears North $43^{\circ}24'41''$ West; thence along the arc of said curve 394.15 feet

(Legal Description of the Property)

The real property referenced in the foregoing instrument is located in Summit County, Utah and more particularly described as:

LOT A:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1290.54 feet along Section Line and East 1179.56 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 28°16'22" West 123.87 feet; thence South 33°36'22" West 308.16 feet; thence South 31°35'31" West 268.90 feet; thence South 45°26'40" West 216.02 feet; thence South 35°32'55" West 82.21 feet; thence South 81°28'22" West 79.42 feet; thence North 15°56'43" East 43.24 feet to a point on a 1149.60 foot radius curve to the left of which the radius point bears North 74°03'17" West; thence northerly along the arc of said curve 317.97 feet through a central angle of 15°50'52" to a point on a 322.06 foot radius reverse curve to the right of which the radius point bears South 89°54'08" East; thence northerly along the arc of said curve 127.20 feet through a central angle of 22°37'44" to a point on a 1225.00 foot radius reverse curve to the left of which the radius point bears North 67°16'24" West; thence northerly along the arc of said curve 185.80 feet through a central angle of 08°41'25"; thence North 14°02'10" East 235.22 feet to a point on a 725.00 foot radius curve to the right of which the radius point bears South 75°57'50" East; thence northerly along the arc of said curve 149.34 feet through a central angle of 11°48'08"; thence South 51°01'37" East 132.30 feet; thence South 40°13'27" East 126.16 feet to a point on a 45.00 foot radius curve to the right; thence southeasterly along the arc of said curve 83.96 feet (chord bears South 72°19'06" East 72.30 feet); thence North 89°17'00" East 150.96 feet to the Point of Beginning.

Containing 6.40 acres.

SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT FOR LOT 10:

A parcel of land located in the west half of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1929.23 feet along Section Line and East 757.01 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 44°51'04" East 11.87 feet; thence South 26°39'22" West 79.91 feet to a point on a 485.00 foot radius curve to the left; thence southwesterly along the arc of said curve 184.99 feet (chord bears South 37°36'54" West 183.87 feet); thence South 27°01'19" West 140.90 feet to a point on a 665.00 foot radius curve to the right of which the radius point bears North 62°58'41" West; thence southwesterly along the arc of said curve 180.58 feet through a central angle of 15°33'30"; thence South 42°34'49" West 138.06 feet to a point on a 335.00 foot radius curve to the left of which the radius point bears South 47°25'11" East; thence southwesterly along the arc of said curve 124.56 feet through a central angle of 21°18'11"; thence South 21°16'39" West 64.98 feet to a point on a 1399.55 foot radius curve to the left of which the radius point bears South 68°43'21" East; thence southwesterly along the arc of said curve 28.55 feet through a central angle of 01°01'22"; thence North 15°43'36" East 52.62 feet to a point on a 925.00 foot radius curve to the right of which the radius point bears South 74°16'24" East; thence northerly along the arc of said curve 173.14 feet through a central angle of 10°43'28"; thence North 42°34'49" East 139.00 feet to a point on a 635.00 foot radius curve to the left of which the radius point bears North 47°25'11" West; thence northeasterly along the arc of said curve 172.43 feet through a central angle of 15°33'30"; thence North 27°01'19" East 140.90 feet to a point on a 515.00 foot radius curve to the right of which the radius point bears South 62°58'41" East; thence northeasterly along the arc of said curve 37.71 feet through a central angle of 04°11'43"; thence North 38°44'37" West 8.62 feet; thence North 35°32'55" East 82.21 feet; thence North 45°26'40" East 152.33 feet to the Point of Beginning.

Containing 0.57 acres.

SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE NON-PUBLIC TRAIL ACCESS EASEMENT:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1320.45 feet along Section Line and East 1163.20 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 65°30'19" West 49.60 feet to a point on a 90.00 foot radius curve to the left of which the radius point bears South 34°29'41" West; thence westerly along the arc of said curve 39.60 feet through a central angle of 25°12'34"; thence South 89°17'00" West 51.29 feet to a point on a 45.00 foot radius curve to the left; thence westerly along the arc of said curve 83.96 feet (chord bears North 72°19'06" West 72.30 feet); thence North 40°13'27" West 93.21 feet; thence

South 64°35'37" East 88.54 feet to a point on a 70.00 foot radius curve to the right; thence southeasterly along the arc of said curve 69.31 feet (chord bears South 66°59'01" East 66.51 feet) to a point on a 49.20 foot radius reverse curve to the left of which the radius point bears North 51°22'50" East; thence easterly along the arc of said curve 44.74 feet through a central angle of 52°05'42" to a point on a 100.00 foot radius reverse curve to the right of which the radius point bears South 00°42'33" East; thence easterly along the arc of said curve 44.00 feet through a central angle of 25°12'34"; thence South 65°30'19" East 50.26 feet; thence South 28°16'22" West 10.62 feet to the Point of Beginning.
Description contains 0.12 acres.

LOT B:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 863.10 feet along Section Line and East 1355.20 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 1183.33 foot radius curve to the left of which the radius point bears South 12°14'02" West; and running thence westerly along the arc of said curve 284.49 feet through a central angle of 13°46'30" to a point on a 373.00 foot radius compound curve to the left of which the radius point bears South 01°32'28" East; thence northwesterly along the arc of said curve 387.60 feet through a central angle of 59°13'14" to a point on a 773.00 foot radius compound curve to the left of which the radius point bears South 60°45'42" East; thence southerly along the arc of said curve 203.63 feet through a central angle of 15°12'08"; thence South 13°02'10" West 235.22 feet to a point on a 1175.00 foot radius curve to the right of which the radius point bears North 75°37'50" West; thence southerly along the arc of said curve 178.22 feet through a central angle of 08°41'25" to a point on a 372.06 foot radius reverse curve to the left of which the radius point bears South 67°16'24" East; thence southerly along the arc of said curve 146.95 feet through a central angle of 22°37'44" to a point on a 1099.60 foot radius reverse curve to the right of which the radius point bears North 89°54'08" West; thence southerly along the arc of said curve 304.14 feet through a central angle of 15°50'52"; thence South 13°16'43" West 43.26 feet; thence North 69°33'46" West 130.22 feet; thence North 20°26'14" East 296.23 feet; thence North 35°43'21" West 336.94 feet; thence North 25°58'38" East 776.89 feet; thence North 59°54'31" East 564.66 feet; thence South 86°31'59" East 351.13 feet; thence South 02°53'37" East 481.96 feet to the Point of Beginning.
Containing 16.99 acres.

LOT C:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1120.67 feet along Section Line and

East 1272.44 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 28°16'22" West 192.88 feet; thence South 89°17'00" West 150.96 feet to a point on a 45.00 foot radius curve to the left; thence counterclockwise along the arc of said curve 83.96 feet (chord bears North 72°19'06" West 72.30 feet); thence North 40°13'27" West 126.16 feet; thence North 51°01'37" West 132.30 feet to the point on a 725.00 foot radius curve to the right; thence counterclockwise along the arc of said curve 43.02 feet (chord bears North 27°32'19" East 43.01 feet) to a point on a 325.00 foot radius compound curve to the right of which the radius point bears South 60°45'42" East; thence counterclockwise along the arc of said curve 335.92 feet through a central angle of 99°13'14" to a point on a 1133.33 foot radius compound curve to the right of which the radius point bears South 01°32'28" East; thence easterly along the arc of said curve 179.30 feet through a central angle of 09°03'53"; thence South 32°30'13" East 35.81 feet to a point on a 127.40 foot radius curve to the right of which the radius point bears South 57°29'47" West; thence southerly along the arc of said curve 118.51 feet through a central angle of 53°18'01" to a point on a 162.92 foot radius reverse curve to the left of which the radius point bears South 69°12'12" East; thence easterly along the arc of said curve of 82.15 feet through a central angle of 28°53'18" to the Point of Beginning.
Containing 3.30 acres.

SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE NON-PUBLIC TRAIL ACCESS EASEMENT:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1320.45 feet along Section Line and East 1163.20 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 65°30'19" West 49.60 feet to a point on a 90.00 foot radius curve to the left of which the radius point bears South 24°29'41" West; thence westerly along the arc of said curve 39.60 feet through a central angle of 25°12'34"; thence South 89°17'00" West 51.29 feet to a point on a 45.00 foot radius curve to the left; thence westerly along the arc of said curve 83.96 feet (chord bears North 72°19'06" West 72.30 feet); thence North 40°13'27" West 93.21 feet; thence South 64°35'37" East 98.54 feet to a point on a 70.00 foot radius curve to the right; thence counterclockwise along the arc of said curve 69.31 feet (chord bears South 66°59'01" East 66.51 feet) to a point on a 49.20 foot radius reverse curve to the left of which the radius point bears North 31°22'50" East; thence easterly along the arc of said curve 44.74 feet through a central angle of 52°05'42" to a point on a 100.00 foot radius reverse curve to the right of which the radius point bears South 00°42'53" East; thence easterly along the arc of said curve 44.00 feet through a central angle of 25°12'34"; thence South 65°30'19" East 50.26 feet; thence South 28°16'22" West 10.02 feet to the Point of Beginning.
Description contains 0.12 acres.

LOT D:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1120.67 feet along Section Line and East 1272.44 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point also being on a 162.92 foot radius curve to the right of which the radius point bears North 81°54'30" East; thence northerly along the arc of said curve 82.15 feet through a central angle of 28°53'18" to a point on a 127.40 foot radius reverse curve to the left of which the radius point bears North 69°12'12" West; thence northerly along the arc of said curve 118.51 feet through a central angle of 53°18'01"; thence North 32°30'13" West 35.81 feet to a point on a 1133.33 foot radius curve to the right; thence easterly along the arc of said curve 190.86 feet (chord bears South 77°39'07" East 190.63 feet); thence South 72°49'39" East 167.71 feet to a point on a 50.00 foot radius curve to the left; thence southeasterly along the arc of said curve 70.52 feet (chord bears South 22°58'05" East 64.82 feet); thence South 63°22'22" East 22.27 feet; thence South 28°09'42" West 133.33 feet; thence North 61°44'30" West 175.20 feet; thence North 74°14'12" West 43.38 feet; thence South 85°27'32" West 49.33 feet; thence South 60°08'37" West 68.26 feet; thence South 28°16'22" West 4.64 feet to the Point of Beginning.
Containing 1.34 acres.

NORTHEAST LOTS:

Those certain parcels of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

All of Lot B, Lot C, and Lot D of the Northside Village Subdivision II, a multifamily subdivision as shown on the Official Plat recorded on June 28, 2002, as Entry No. 623453 in the Official Records of Summit County, Utah.

Tax Serial Nos. NSVI-B, NSVI-C and NSVI-D.

CGP PARCELS:

The following parcels established by Ordinance No. 03-11, an Ordinance Approving a Four Parcel Motes and Bounds Subdivision at Flagstaff Mountain Village Park City, Utah, dated April 17, 2003, as evidenced by a Certificate of Approval dated April 17, 2003, and recorded in the Office of the Recorder of Summit County, Utah on May 5, 2003, as Entry No. 657115, in Book 1532, at Page 718:

CGP Parcel 1A:

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 86°09'24" East 93.48 feet along Section Line and South 1169.39 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 09°03'33" East 188.41 feet; thence North 17°47'47" West 102.41 feet; thence North 08°48'47" West 184.89 feet; thence North 27°56'12" West 29.67 feet; thence North 62°03'48" East 22.77 feet; thence North 55°44'19" East 101.85 feet; thence North 78°05'46" East 32.40 feet; thence South 68°31'37" East 41.06 feet to a point on a 45.00 foot radius curve to the left; thence easterly along the arc of said curve 117.76 feet (chord bears South 74°09'44" East 86.92 feet) to a point on a 15.00 foot radius reverse curve to the right of which the radius point bears South 59°06'28" East; thence northeasterly along the arc of said curve 11.62 feet through a central angle of 44°23'39" to a point on a 47.00 foot radius compound curve to the right of which the radius point bears South 14°44'48" East; thence easterly along the arc of said curve 43.39 feet through a central angle of 52°53'38"; thence South 51°51'12" East 107.93 feet to a point on a 375.00 foot radius curve to the left of which the radius point bears North 38°08'48" East; thence westerly along the arc of said curve 371.95 feet through a central angle of 56°49'49" to a point on a 15.00 foot radius reverse curve to the right of which the radius point bears South 18°41'01" East; thence easterly along the arc of said curve 18.69 feet through a central angle of 71°24'14" to a point on the southerly line of the Marzac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the southerly line of the Marzac Avenue Right of Way the following three (3) courses: 1) South 37°16'47" East 62.90 feet to a point on a 425.00 foot radius curve to the left of which the radius point bears North 52°43'13" East; thence 2) southeasterly along the arc of said curve 110.79 feet through a central angle of 14°56'10"; thence 3) South 52°12'57" East 74.75 feet; thence South 41°23'39" West 262.38 feet; thence North 77°28'34" West 189.26 feet; thence North 86°52'45" West 196.66 feet; thence South 75°02'27" West 190.91 feet; thence South 60°22'11" West 155.52 feet to the Point of Beginning.
Description contains 7.54 acres.

CGP Parcel IR:

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 64.11 feet along Section Line and South 348.33 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 03°42'27" West 181.80 feet; thence North 89°36'26" East 324.76 feet to a point on the southerly line of the Marzac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and on a 725.00 foot radius curve to the right; thence along the southerly line of the Marzac Avenue Right of Way the following five (5) courses: 1) southerly along the arc of said curve 21.56 feet (chord bears South 13°23'27" East

21.56 feet) to a point on a 425.00 foot radius reverse curve to the left of which the radius point bears North 77°27'40" East; thence 2) southeasterly along the arc of said curve 245.75 feet through a central angle of 33°07'47" to a point on a 975.00 foot radius reverse curve to the right of which the radius point bears South 44°19'52" West; thence 3) southeasterly along the arc of said curve 288.14 feet through a central angle of 16°55'57" to a point on a 375.00 foot radius reverse curve to the left of which the radius point bears North 61°15'49" East; thence 4) southeasterly along the arc of said curve 35.92 feet through a central angle of 08°32'36"; thence 5) South 37°16'47" East 41.31 feet to a point on a 15.00 foot radius curve to the right of which the radius point bears South 52°43'13" West; thence southerly along the arc of said curve 29.75 feet through a central angle of 113°39'10" to a point on a 325.00 foot radius compound curve to the right of which the radius point bears North 13°37'37" West; thence westerly along the arc of said curve 293.68 feet through a central angle of 51°46'23"; thence North 91°51'12" West 107.93 feet to a point on a 97.00 foot radius curve to the left of which the radius point bears South 38°08'48" West; thence northwesterly along the arc of said curve 32.19 feet through a central angle of 19°00'59"; thence North 10°03'54" West 45.64 feet; thence North 10°26'27" East 50.68 feet; thence North 46°17'19" West 100.92 feet; thence North 71°43'44" West 236.35 feet to the Point of Beginning.

Description contains 4.11 acres.

CEP Parcel IC:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 89°09'24" East 2021.31 feet along Section Line and South 603.08 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marzac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence North 85°30'52" East 129.46 feet; thence North 57°41'29" East 151.08 feet; thence North 50°01'04" East 195.25 feet; thence North 57°59'57" East 213.73 feet; thence South 00°37'34" East 358.74 feet; thence South 00°49'54" West 60.81 feet to a point on a 1021.00 foot radius curve to the right; thence southwesterly along the arc of said curve 300.36 feet (chord bears South 98°25'03" West 299.28 feet); thence North 23°11'16" West 50.00 feet; thence South 66°48'44" West 12.88 feet to a point on a 815.86 foot radius curve to the left of which the radius point bears South 23°18'16" East; thence southwesterly along the arc of said curve 378.29 feet through a central angle of 26°33'58" to a point on a 292.28 foot radius reverse curve to the right of which the radius point bears North 49°45'13" West; thence southwesterly along the arc of said curve 25.69 feet through a central angle of 05°02'08"; thence North 08°56'35" West 62.91 feet; thence North 63°10'40" West 94.29 feet to a point on the southerly line of the Marzac Avenue Right of Way and on a 215.00 foot radius

curve to the left, thence along the southerly line of the Maroon Avenue Right of Way the following three (3) courses: 1) northerly along the arc of said curve 26.84 feet (chord bears North 15°18'49" East 26.83 feet); thence 2) North 11°44'12" East 109.47 feet to a point on a 309.74 foot radius curve to the right of which the radius point bears South 78°15'48" East; thence 3) northeasterly along the arc of said curve 202.55 feet through a central angle of 23°26'29" to the Point of Beginning.
Description contains 3.74 acres.

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

Parcel A (Lot 1)

A parcel of land located in the South half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 428.45 feet coincident with the section line and North 173.03 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 48°58'47" West 120.58 feet to a point on a non tangent curve to the right having a radius of 725.00 feet, of which the radius point bears North 58°06'17" East, said point being on the easterly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451, in the Office of the Recorder, Summit County, Utah; thence coincident with Marsac Avenue Right of Way the following four (4) courses: 1) northerly along the arc of said curve 306.94 feet through a central angle of 24°15'25" to a point of reverse curve to the left having a radius of 175.00 feet, of which the radius point bears South 82°21'42" West; thence 2) northwesterly along the arc of said curve 290.23 feet through a central angle of 95°01'25"; thence 3) South 77°20'18" West 65.40 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears South 12°39'42" East; thence 4) along the arc of said curve 96.98 feet through a central angle of 08°53'26" to a point on the northerly boundary of the Marsac Mining Claim, recorded survey number S-6414, in the Office of the Recorder, Summit County, Utah; thence coincident with said boundary North 55°00'00" West 276.95 feet; thence North 56°34'49" East 475.97 feet; thence South 85°02'20" East 239.60 feet; thence South 22°25'58" East 215.67 feet; thence South 23°48'28" East 358.05 feet; thence South 21°40'14" West 199.66 feet to the point of beginning.

Description contains 6.77 acres.

Parcel B (Lots 2 & 4)

A parcel of land located in the south half of Section 21 and the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 18.06 feet along section line and North 98.34 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 86°16'45"

West 49.39 feet to a point on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 746744 in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°26'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 88°18'30" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 26°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to a point at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following four (4) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along

the arc of said curve 116.13 feet through a central angle of 126°44'09"; thence North 68°57'55" West 114.91 feet; thence South 03°55'31" West 28.19 feet; thence South 42°44'41" West 19.25 feet; thence North 85°48'47" West 7.34 feet; thence South 03°43'15" West 134.23 feet; thence North 15°22'27" West 23.04 feet; thence North 03°28'20" West 178.84 feet to the point of beginning.

Description contains 2.11 acres.

Parcel C (Lot 3 Village Way)

A parcel of land located in the northeast quarter of Section 28 and the southeast quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 201.22 feet along section line and South 159.30 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the northeasterly corner of Shooting Star Lodge, recorded November 24, 2004, as Entry No. 718084 in the Office of the Summit County Recorder and on the westerly boundary of Village Way right-of-way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034; and running thence along the northerly boundary of said Shooting Star Lodge, South 89°36'26" West 151.81 feet; thence North 15°22'27" West 54.00 feet; thence North 03°43'15" East 134.23 feet; thence South 85°48'47" East 7.34 feet; thence North 42°44'41" East 19.25 feet; thence North 03°55'31" East 28.19 feet; thence South 68°57'55" East 114.91 feet to a non tangent curve to the left having a radius of 52.50 feet, of which the radius point bears South 69°03'43" East, said point being on the westerly boundary of Village Way; thence along the westerly boundary of Village Way the following two (2) courses: 1) southerly along the arc of said curve 29.23 feet through a central angle of 31°53'59"; thence 2) South 10°57'43" East 159.62 feet to the point of beginning.

Description contains 0.67 acres.

SAID ABOVE PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:

ARROW LEAF LODGE CONDOMINIUM

ALL OF UNITS 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405, 406, 407, 408, AE1, AE2, AE3, ARROWLEAF LODGE CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 109, 110, 112, 209, 210, 211, 212, 214, 215, 216, 309, 310, 311, 312, 314, 315, 316, 410, 411, 412, 414, 415, 416, 511, 512, 514, 515, 516, FIRST AMENDMENT TO ARROWLEAF LODGE CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

BELLES AT EMPIRE PASS CONDOMINIUM

ALL OF UNIT 3, THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 1, 2, 12, FIRST SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNIT 9, SECOND SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNIT 4, THIRD SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 5, 6, FOURTH SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 10, 11, FIFTH SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 7, 8, 17, SIXTH SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 15, 16, SEVENTH SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

ALL OF UNITS 13, 14, EIGHTH SUPPLEMENTAL TO THE BELLES AT EMPIRE PASS CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

BANNER WOOD SUBDIVISION

ALL OF LOTS 1, 2, 3, 4, 5, 6, BANNER WOOD SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

FLAGSTAFF CONDOMINIUM

ALL OF UNITS 101, 102, 103, 104, 201, 202, 203, 204, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405, 406, 407, 408, 501, 502, 503, 504, 505, 506, 507, 508, 603, 604, 605, 606, FLAGSTAFF CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

GRAND LODGE CONDOMINIUM

ALL OF UNITS 1, 201, 202, 203, 206, 207, 301, 302, 303, 304, 305, 306, 307, 308, 309, 401, 402, 403, 404, 405, 406, 407, 408, OFFICE, PH1, PH2, PH3, PH4, PH5, PH6, THE GRAND LODGE CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

IRONWOOD AT DEER VALLEY PHASE I CONDOMINIUM

ALL OF BLDG B UNITS 5, 6, 7, 8, BLDG D UNITS 12, 14, 15, IRONWOOD AT DEER VALLEY PHASE I CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF BUILDING C UNITS 9A, 11 FIRST AMENDED IRONWOOD AT DEER VALLEY PHASE I CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF BLDG A UNITS 1, 2, 3, 4, BLDG E UNITS 16, 17, 18, 19, UNIT EHU, BLDG F UNITS 20, 21, 22, BLDG G UNITS 23, 24, 25, IRONWOOD AT DEER VALLEY PHASE II CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

LARKSPUR TOWNHOMES CONDOMINIUM

ALL OF UNITS 1, 2, 3, 4, 5, LARKSPUR TOWNHOMES CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 10, 11, 12, 13, 14, 15, LARKSPUR TOWNHOMES 2 CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 6, 7, 8, 9, LARKSPUR TOWNHOMES 3 CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 21, 22, 23, 24, 25, 26, LARKSPUR TOWNHOMES 4 CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNITS 27, 28, 29, 30, 31, 32, LARKSPUR TOWNHOMES 5 CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

NAKOMA CONDOMINIUM

ALL OF UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, NAKOMA CONDOMINIUM FIRST AMENDED AND RESTATED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

NORTHSIDE VILLAGE SUBDIVISION

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, NORTHSIDE VILLAGE SUBDIVISION;
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE

ONE EMPIRE PASS CONDOMINIUM

ALL OF UNITS 101, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303, 304,
305, 306, 401, 402, 403, 404, 405, 406, 502, 503, 504, 505, 506, 603, 604, ONE
EMPIRE PASS CONDOMINIUM ACCORDING TO THE OFFICIAL PLAT ON
FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

PAINTBRUSH HOMES CODOMINIUM

ALL OF UNITS 1, 2, 3, 4, 5, 6, 7, 11, 12, AMENDED & RESTATED
PAINTBRUSH HOMES CONDOMINIUM; ACCORDING TO THE OFFICIAL
PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
ALL OF UNITS 8, 9, PAINTBRUSH HOMES PHASE 2 CONDOMINIUM;
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE

ALL OF UNIT 10, PAINTBRUSH HOMES PHASE 3 CONDOMINIUM;
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE.

THAT PORTION OF PAINTBRUSH HOMES CONDOMINIUM PROJECT
RECORDED MAY 11, 2004 WITH ENTRY NO. 697840 IN THE SUMMIT
COUNTY RECORDERS OFFICE NOT EMBRACED BY THE AMENDED &
RESTATED PAINTBRUSH HOMES CONDOMINIUM PROJECT RECORDED
NOVEMBER 24, 2004 WITH ENTRY NO. 718035 IN THE SUMMIT COUNTY
RECORDERS OFFICE, SAID PARCEL MORE PARTICULARLY DESCRIBED AS
FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 88°09'24" EAST 79.82
FEET ALONG SECTION LINE AND SOUTH 1099.17 FEET FROM THE NORTH
QUARTER CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE MOST
WESTERLY CORNER OF PAINTBRUSH HOMES, PARCEL 2, AMENDED
AND RESTATED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER;
AND RUNNING THENCE ALONG THE SOUTH BOUNDARY OF
PAINTBRUSH HOMES, PARCEL 2, AMENDED AND RESTATED, SOUTH

67°34'35" EAST 105.08 FEET; THENCE SOUTH 82°23'01" WEST 57.09 FEET;
THENCE SOUTH 84°16'42" WEST 42.76 FEET; THENCE NORTH 02°52'16"
WEST 29.99 FEET; THENCE NORTH 09°03'53" EAST 22.24 FEET TO THE
POINT OF BEGINNING.

RED CLOUD SUBDIVISION

ALL OF LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
25, 26, 27, 28, 29, 30, RED CLOUD SUBDIVISION; ACCORDING TO THE
OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

ALL OF LOTS 1, 2, 3, 4, PARCEL A, B, RED CLOUD SUBDIVISION
AMENDMENT; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE
SUMMIT COUNTY RECORDERS OFFICE.

SILVER STRIKE LODGE CONDOMINIUM

ALL OF UNITS 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406,
407, 501, 502, 503, 504, 505, 506, 507, 601, 602, 603, 604, 605, 606, 703, 704, 705,
706, 707, 708, SILVER STRIKE LODGE CONDOMINIUM; ACCORDING TO
THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS
OFFICE.

ALL OF UNIT 203 SILVER STRIKE LODGE SECOND AMENDED,
AMENDING UNIT 203 (SHEET 3 OF 11 CONDOMINIUM); ACCORDING TO
THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS
OFFICE.

SHOOTING STAR LODGE CONDOMINIUM

ALL OF UNITS 101, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302,
303, 304, 305, 306, 403, 404, 405, 406, SHOOTING STAR LODGE
CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE
SUMMIT COUNTY RECORDERS OFFICE.

ALL OF UNIT SC-1 SHOOTING STAR LODGE CONDOMINIUM (FIRST
AMENDED PAGE 3 OF 9); ACCORDING TO THE OFFICIAL PLAT ON FILE IN
THE SUMMIT COUNTY RECORDERS OFFICE.

VILLAGE AT EMPIRE PASS

ALL OF LOT 5, THE VILLAGE AT EMPIRE PASS PHASE 1 SUBDIVISION;
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE.

ALL OF LOT 9, THE VILLAGE AT EMPIRE PASS PHASE 1 LOT 9 FIRST
AMENDED SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE
IN THE SUMMIT COUNTY RECORDERS OFFICE.

ALL OF LOT A, THE VILLAGE AT EMPIRE PASS PHASE 1 - SECOND
AMENDED AMENDING LOTS 1 & 2; ACCORDING TO THE OFFICIAL PLAT
ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

VILLAGE AT EMPIRE PASS WEST SIDE SUBDIVISION

ALL OF LOT 16 THE VILLAGE AT EMPIRE PASS WEST SIDE SUBDIVISION;
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE.

EMPIRE RESIDENCES CONDOMINIUM

ALL OF UNITS 100, 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304,
401, 402, 403, 404, 501, 502, 503, 601, 602, 603, EMPIRE RESIDENCES
CONDOMINIUM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE
SUMMIT COUNTY RECORDERS OFFICE.

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

ALL OF LOTS 1, 2, 4, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION;
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE.

AFFECTS 387 PARCELS:

ALLC (ARROWLEAF) – 59 parcels

ALLC-105, ALLC-106, ALLC-107, ALLC-108, ALLC-109-1AM, ALLC-110-1AM,
ALLC-112-1AM

ALLC-201, ALLC-202, ALLC-203, ALLC-204, ALLC-205, ALLC-206, ALLC-207,
ALLC-208, ALLC-209-1AM, ALLC-210-1AM, ALLC-211-1AM, ALLC-212-1AM,
ALLC-214-1AM, ALLC-215-1AM, ALLC-216-1AM

ALLC-301, ALLC-302, ALLC-303, ALLC-304, ALLC-305, ALLC-306, ALLC-307,
ALLC-308, ALLC-309-1AM, ALLC-310-1AM, ALLC-311-1AM, ALLC-312-1AM,
ALLC-314-1AM, ALLC-315-1AM, ALLC-316-1AM

ALLC-401, ALLC-402, ALLC-403, ALLC-404, ALLC-405, ALLC-406, ALLC-407,
ALLC-408, ALLC-410-1AM, ALLC-411-1AM, ALLC-412-1AM, ALLC-414-1AM,
ALLC-415-1AM, ALLC-416-1AM

ALLC-511-1AM, ALLC-512-1AM, ALLC-514-1AM, ALLC-515-1AM, ALLC-516-1AM

ALLC-AE1, ALLC-AE2, ALLC-AE3

BEPC (BELLES AT EMPIRE PASS) – 17 parcels

BEPC-1-1AM, BEPC-2-1AM, BEPC-3, BEPC-4-3AM, BEPC-5-4AM, BEPC-6-4AM,
BEPC-7-6AM, BEPC-8-6AM, BEPC-9-2AM, BEPC-10-5AM, BEPC-11-5AM,
BEPC-12-1AM, BEPC-13, BEPC-14, BEPC-15-7AM, BEPC-16-7AM, BEPC-17-6AM

BWD (BANNER WOOD) – 6 parcels

BWD-1, BWD-2, BWD-3, BWD-4, BWD-5, BWD-6

FLAGSTAFF RESIDENCES – 38 parcels

FLGSF-101, FLGSF-102, FLGSF-103, FLGSF-104

FLGSF-201, FLGSF-202, FLGSF-203, FLGSF-204, FLGSF-207, FLGSF-208

FLGSF-301, FLGSF-302, FLGSF-303, FLGSF-304, FLGSF-305, FLGSF-306, FLGSF-307,
FLGSF-308

FLGSF-401, FLGSF-402, FLGSF-403, FLGSF-404, FLGSF-405, FLGSF-406, FLGSF-407,
FLGSF-408

FLGSF-501, FLGSF-502, FLGSF-503, FLGSF-504, FLGSF-505, FLGSF-506, FLGSF-507,
FLGSF-508

FLGSF-603, FLGSF-604, FLGSF-605, FLGSF-606

GRAND LODGE – 30 parcels

GLDG-1, GLDG-201, GLDG-202, GLDG-203, GLDG-206, GLDG-207, GLDG-301,
GLDG-302, GLDG-303, GLDG-304, GLDG-305, GLDG-306, GLDG-307, GLDG-308,
GLDG-309, GLDG-401, GLDG-402, GLDG-403, GLDG-404, GLDG-405, GLDG-406,
GLDG-407, GLDG-408, GLDG-OFFICE, GLDG-PH1, GLDG-PH2, GLDG-PH3, GLDG-PH4,
GLDG-PH5, GLDG-PH6

IWDV (IRONWOOD) – 24 parcels

IWDV-I-B-5, IWDV-I-B-6, IWDV-I-B-7, IWDV-I-B-8,

IWDV-I-C-9A-1AM, IWDV-I-C-11-1AM

IWDV-I-D-12, IWDV-I-D-14, IWDV-I-D-15

IWDV-II-A-1, IWDV-II-A-2, IWDV-II-A-3, IWDV-II-A-4

IWDV-II-E-16, IWDV-II-E-17, IWDV-II-E-18, IWDV-II-E-19, IWDV-II-EHU

IWDV-II-F-20, IWDV-II-F-21, IWDV-II-F-22

IWDV-II-G-23, IWDV-II-G-24, IWDV-II-G-25

LT (LARKSPUR) – 27 parcels

LT-1, LT-2, LT-2-10, LT-2-11, LT-2-12, LT-2-13, LT-2-14, LT-2-15, LT-3, LT-3-6, LT-3-7, LT-3-8, LT-3-9, LT-4, LT-4-21, LT-4-22, LT-4-23, LT-4-24, LT-4-25, LT-4-26, LT-5, LT-5-27, LT-5-28, LT-5-29, LT-5-30, LT-5-31, LT-5-32

NAKOMA – 17 parcels

NAKOMA-1-1AM, NAKOMA-2-1AM, NAKOMA-3-1AM, NAKOMA-4-1AM, NAKOMA-5-1AM, NAKOMA-6-1AM, NAKOMA-7-1AM, NAKOMA-8-1AM, NAKOMA-9-1AM, NAKOMA-10-1AM, NAKOMA-11-1AM, NAKOMA-12-1AM, NAKOMA-13-1AM, NAKOMA-14-1AM, NAKOMA-15-1AM, NAKOMA-16-1AM, NAKOMA-17-1AM

NSV (NORTHSIDE VILLAGE) – 10 parcels

NSV-1, NSV-2, NSV-3, NSV-4, NSV-5, NSV-6, NSV-7, NSV-8, NSV-9, NSV-10

OEPC (ONE EMPIRE PASS) – 28 parcels

OEPC-101, OEPC-103, OEPC-104, OEPC-105, OEPC-201, OEPC-202, OEPC-203, OEPC-204, OEPC-205, OEPC-301, OEPC-302, OEPC-303, OEPC-304, OEPC-305, OEPC-306, OEPC-401, OEPC-402, OEPC-403, OEPC-404, OEPC-405, OEPC-406, OEPC-502, OEPC-503, OEPC-504, OEPC-505, OEPC-506, OEPC-603, OEPC-604

PBH (PAINTBRUSH) – 13 parcels

PBH-1-AM, PBH-2-8, PBH-2-9, PBH-2-AM, PBH-3-10, PBH-3-AM, PBH-4-AM, PBH-5-AM, PBH-6-AM, PBH-7-AM, PBH-11-AM, PBH-12-AM, PBH-REM

RED CLOUD – 32 parcels

RCLD-1-AM, RCLD-2-AM, RCLD-3-AM, RCLD-4-AM, RCLD-5, RCLD-6, RCLD-7, RCLD-8, RCLD-9, RCLD-10, RCLD-11, RCLD-12, RCLD-13, RCLD-14, RCLD-15, RCLD-16, RCLD-17, RCLD-18, RCLD-19, RCLD-20, RCLD-21, RCLD-22, RCLD-23, RCLD-24, RCLD-25, RCLD-26, RCLD-27, RCLD-28, RCLD-29, RCLD-30, RCLD-A-AM, RCLD-B-AM

SSLC (SILVER STRIKE LODGE) – 34 parcels

SSLC-301, SSLC-302, SSLC-303, SSLC-304, SSLC-305,
SSLC-306, SSLC-307, SSLC-401, SSLC-402, SSLC-403, SSLC-404, SSLC-405, SSLC-406,
SSLC-407, SSLC-501, SSLC-502, SSLC-503, SSLC-504, SSLC-505, SSLC-506, SSLC-507,
SSLC-601, SSLC-602, SSLC-603, SSLC-604, SSLC-605, SSLC-606, SSLC-703, SSLC-704,
SSLC-705, SSLC-706, SSLC-707, SSLC-708, SSLC-203-2AM

SHOOTING STAR – 22 parcels

SSTARL-101, SSTARL-103, SSTARL-104, SSTARL-105, SSTARL-106, SSTARL-201,
SSTARL-202, SSTARL-203, SSTARL-204, SSTARL-205, SSTARL-206, SSTARL-301,
SSTARL-302, SSTARL-303, SSTARL-304, SSTARL-305, SSTARL-306, SSTARL-403,
SSTARL-404, SSTARL-405, SSTARL-406, SSTARL-SC-1

VEMP (VILLAGE AT EMPIRE PASS) – 3 parcels

VEMP-1-5, VEMP-1-9, 1AM, VEMP-1-A-2AM

VEPWS (VILLAGE AT EMPIRE PASS WEST SIDE) – 1 parcel

VEPWS-16

EMPIRE RESIDENCES – 23 parcels

ERC-100, ERC-101, ERC-102, ERC-103, ERC-104, ERC-201, ERC-202, ERC-203, ERC-204,
ERC-301, ERC-302, ERC-303, ERC-304, ERC-401, ERC-402, ERC-403, ERC-404, ERC-501,
ERC-502, ERC-503, ERC-601, ERC-602, ERC-603

VILLAGE AT EMPIRE PASS NORTH SIDE – 3 parcels

VEPNS-1, VEPNS-2, VEPNS-4