

WHEN RECORDED, RETURN TO:

DV Luxury Resort, LLC
P.O. Box 2309
Park City, UT 84060

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Alan Spriggs, Summit County Utah Recorder

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By PARK CITY TITLE COMPANY

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**RESTRICTIONS CONCERNING THE
RENTAL OF WORK FORCE/AFFORDABLE HOUSING
UNITS IN THE HOTEL & RESIDENCES AT
EMPIRE CANYON RESORT**

This Restrictions Concerning the Rental of Work Force/Affordable Housing Units in the Hotel & Residences at Empire Canyon Resort ("Agreement") is made and entered into as of the 21st day of AUGUST, 2010 (the "Effective Date"), by and between DV Luxury Resort, LLC, a Delaware limited liability company ("Owner"), and Park City Municipal Corporation, a municipal corporation of the State of Utah ("City").

RECITALS

A. Owner owns certain condominium units ("Units") in that certain condominium project known as "The Hotel & Residences at Empire Canyon Resort" (the "Project"), as more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference, which is located in Park City, Summit County, Utah, in that certain development known as "Empire Pass" ("Empire Pass").

B. The property within Empire Pass is subject to that certain Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain dated June 24, 1999 ("Development Agreement"), which requires, among other things, that certain work force and affordable housing be constructed in connection with the development of property within Empire Pass.

C. In accordance with the requirements of the Development Agreement, and as a condition to the development of the Project, the City has required that the Units be restricted to use as work force and affordable housing, and that the transfer, occupancy and rental of the Units be restricted in the manner set forth in this Agreement.

AGREEMENT

IN WITNESS WHEREOF, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree that Owner (and any subsequent owner(s) of the Units) shall rent or sell the Units pursuant to the following restrictions:

1. Definitions.

(a) Consumer Price Index means the Department of Labor and Commerce, Bureau of Labor Statistics consumer Price Index, All Urban for the Western Region.

(b) Maximum Rent means Nine Hundred Forty Dollars (\$940) per month, per Unit, including utilities. The Owner shall pay for the cost of water, sewer, electricity and natural gas service to the Units.

(c) Maximum Sales Price has the meaning set forth in Section 3(b)(i) below.

(d) Qualified Individual means a full-time regular employee (with a minimum of 30 hours of employment per week) working at a Qualified Work Location, including without limitation, any employee working at the Project, any employee of the Deer Valley Resort, any employee of a management company engaged in on-site management of property within a Qualified Work Location, and employees of other businesses operating within a Qualified Work Location. Employees of other businesses in Park City may be considered Qualified Individuals when reasonable efforts to rent to those employed in a Qualified Work Location are not successful.

(e) Qualified Work Location means the land annexed to Park City pursuant to the Development Agreement for Flagstaff Mountain dated June 24, 1999, as amended, or within the Deer Valley Large Scale Master Planned Development.

2. Renting the Units.

(a) Renting Restricted to Qualified Individuals. Owner shall have the right to rent the Unit at any time, in accordance with the provisions of this Section 2, so long as this Agreement shall continue in effect with respect to the Unit, to: (i) a Qualified Individual who intends to occupy the Unit; or (ii) any person or entity who agrees at all times to rent, and hold the Unit(s) available for rent, to Qualified Individuals, and not for owner occupancy. The provisions set forth in Section 2(b) below shall not apply to an Owner who rents to a person or entity under subsection (ii) of this Section 2(a). No Unit shall be occupied by Owner, unless Owner is a Qualified Individual.

(b) When Renting Not Restricted to Qualified Individuals. Owner shall utilize reasonable efforts to give preference to Qualified Individuals in renting the Units, so long as: (i) the Qualified Individuals meet all the standard income, credit, background, employment and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Notwithstanding the foregoing, Owner shall be entitled to give preference to Qualified Individuals working at the Project over other potential tenants who may be equally or better qualified. Owner will not knowingly allow any tenant to sublease, assign or otherwise convey any interest in a lease to a person that is not a Qualified Individual. In the event that Owner uses commercially reasonable efforts to rent to a Qualified Individual for at least sixty (60) days, including notification of unit availability in one or more local media outlets, and no Qualified Individual is available, Owner shall have the right to rent to any other tenant.

(c) Limitation on Rental Rates and Terms. The rate at which the Owner shall rent the Units shall not exceed the Maximum Rent. In the event that there are multiple tenants in a Unit, the aggregate rent paid by all of the tenants in such Unit shall not exceed the Maximum Rent. The Maximum Rent shall be adjusted on March 1 of each year by the annual percentage increase in the Consumer Price Index, using a base year of 2010.

(d) Rent as Part of Employee Compensation Package. Rent for any Unit may be included as part of an overall employee compensation package. The stated value of this benefit shall not exceed the Maximum Rent.

(e) Minimum Lease Term for a Unit. The minimum lease term for a Unit shall be six (6) months, except that the minimum lease term for tenants employed at the Project shall be thirty (30) days. In no event shall the Units be offered for rent on a nightly basis to the general public. It is the intent of the Owner to exercise commercially reasonable efforts to keep the Units continually occupied.

(f) Vacancy of Unit. Except for times when a Unit is being held vacant to meet upcoming seasonal housing needs, if a Unit is vacant for a period of more than sixty (60) consecutive days, Owner shall utilize reasonable efforts to rent the Unit, including without limitation marketing the Unit through local media, and giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Individual identified by the City, subject to the provisions of Section 2(b), above. If a Unit is held vacant for more than sixty (60) days to meet upcoming seasonal housing needs, Owner shall provide City with written notification of the seasonal occupancy plan for such Unit.

(g) Maximum Occupancy. The maximum overnight occupancy for each Unit shall be three adults. Any lease of the Units shall include this maximum occupancy as a covenant of the lease.

3. Selling the Units.

(a) Sale of Units for Rental Purposes. Owner shall have the right to sell one or more of the Units at any time, at such price and terms as Owner shall determine, so long as the purchaser of the Unit(s) agrees at all times to rent, and hold the Unit(s) available for rent, to Qualified Individuals, and not for owner occupancy, and so long as this Agreement shall continue in effect with respect to the Units. As a condition of any sale, the Buyer must sign and record an affidavit of the Buyer, stating that the Buyer has reviewed this Agreement and will comply with its terms. A copy of this affidavit shall be provided to the City within 5 days of the sale. The provisions set forth in Section 3(b) below shall not apply to an Owner who complies with this Section 3(a).

(b) Sale of Units for Owner Occupancy. In the event an Owner desires to sell a Unit to a purchaser for that purchaser's personal occupancy (an "Owner Occupied Unit"), then the following provisions shall apply. Furthermore, except as otherwise provided in subparagraph (iii) below, no Owner shall have the right to the personal occupancy of its Unit unless such

Owner is a Qualified Owner and the following provisions were followed in connection with the sale of the Unit to such Owner:

(i) Maximum Sales Price. The sales price for an Owner Occupied Unit ("Maximum Sales Price") shall be set at a price affordable to a three-person household earning 50% of the Summit County Area Median Income (the "Target Household Income") for the year in which the sale occurs. For these purposes, "affordable" shall mean that the total mortgage payment for the Owner Occupied Unit, including principal, interest, taxes and insurance ("PITI"), does not exceed 30% of the Target Household Income. The assumptions used to calculate the sales price shall be: (i) a 5% down payment; (ii) a 30-year term; and (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer.

(ii) Sale to Qualified Individual Identified by Owner; Notice to City. In the event that Owner negotiates a sale of a Unit to a Qualified Individual at a price that is less than or equal to the Maximum Sales Price, no consent of the City shall be required. However, Owner shall notify the City in writing, within ten (10) days following the execution of binding purchase contract for such. Such notification shall include the name of the purchaser(s), the price and terms of the sale, and such other information as the City may reasonably request in order to verify compliance with this Agreement.

(iii) Right of First Refusal. If Owner is unsuccessful in selling a Unit to a Qualified Individual and the selling Owner desires to sell an Owner Occupied Unit to a buyer who is not a Qualified Individual ("Non-Qualified Individual"), the Owner shall first offer such Unit to the City at the same price and terms on which the Unit is offered to the Non-Qualified Individual (the "Option"), by delivering a written notice of such offer and its terms to City (the "City Notice"). The date that the selling Owner delivers the City Notice to the City shall be the "City Offer Date." The City shall have 45 days after the City Offer Date (the "Response Period") to exercise the Option by delivering to the selling Owner written notice of the City's exercise of the Option (the "Exercise Notice"). The City shall use its best efforts to notify the selling Owner of whether the City will exercise the Option as early as possible within the Response Period. If the City elects to exercise the Option, the City shall finalize the acquisition of the Owner Occupied Unit within 30 days after delivering the Exercise Notice to the selling Owner. If the City fails to timely deliver an Exercise Notice or complete the acquisition of the Owner Occupied Unit in accordance herewith, the City's option to purchase such Owner Occupied Unit shall automatically and forever expire without the need for further notice or documentation. The City shall be notified in writing by the title or escrow company administering the sale of any Unit, for verification by the City that the City has (i) been offered and elected to exercise or waive the right of first refusal set forth in this subparagraph, or (ii) determined that such right of first refusal is not applicable to such sale. The City shall have five (5) business days to respond to such request. The City's response shall be in writing and sent to the applicable title or escrow company and to Owner. If no response is delivered to the applicable title or escrow company and Owner within such five (5) business day period, the City shall be deemed to have waived any rights it may have under this subsection (iii), and the Owner may sell the Unit to the Non-Qualified Individual on the terms provided in the Option. However,

in no case shall the Owner Occupied Unit be sold as a seasonal or second home, or used as a nightly rental.

(iv) Miscellaneous Rights of Selling Owner. Nothing in this Agreement shall be interpreted to force a selling Owner to sell a Unit against that selling Owner's will. The selling Owner shall have the right, pursuant to the terms of this Agreement, to list a Unit for sale at or below the Maximum Sales Price with any licensed broker. The selling Owner shall have the right to obtain backup purchase offers to purchase the Owner Occupied Unit as long as those offers are conditioned upon satisfaction of the other rights and obligations of the Parties under this Agreement.

4. Term of this Agreement. The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than forty (40) years. At the expiration of the initial forty (40) year term, this Agreement shall continue in effect for additional consecutive ten (10) year terms, unless the City shall determine, based on an independent housing needs assessment, that the Units are no longer necessary to satisfy the affordable/employee housing needs in Park City. The Park City Housing Authority or its successor shall make the final determination of the continuing need for the Units.

5. Waivers. Owner hereby waives any defenses, rights or remedies that it might otherwise assert against the City in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Units are not real covenants running with the land constituting the Units. This waiver shall be binding upon and inure to the benefit of the successor and assigns of Owner and the City.

6. Repair and Maintenance. Owner covenants, agrees and warrants that each Unit is and will remain in good condition, suitable for occupancy. Owner shall cause each Unit to be maintained and operated at all times in strict compliance with the terms of this Agreement, the condominium declaration associated with the Units and other applicable laws, including City building and zoning codes. Subject to the terms and conditions of the condominium declaration for the Units, if any Unit, or part thereof, shall be damaged or destroyed, Owner will use reasonable efforts to promptly repair and restore the Unit to substantially the same condition as existed prior to the event causing such damage or destruction and thereafter to operate the Unit in accordance with the terms of this Agreement.

7. Compliance and Non-Discrimination. At all times, Owner shall comply with all applicable federal, state and local housing laws, shall not discriminate against any tenant on the basis of race, sex, creed, sexual orientation, or color, and shall operate and manage the Units in a consistent and uniform manner.

8. Discontinuance of Liability after Conveyance. Following the recording of a deed conveying a Unit to a purchaser, the transferor of that Unit shall have no further liability under this Agreement respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor prior to such conveyance.

9. Severable Obligations and Liabilities. The parties understand that the Units may eventually be owned by different individuals and entities. The owner of a particular Unit, and that Unit itself, shall not be liable for, or encumbered by, the obligations or liabilities under this Agreement associated with any other Unit or owner of any other Unit.

10. Non-recourse. The various owners, members, directors, officers, managers, employees, agents and contractors of Owner shall have no personal liability, deficiency or recourse liability under this Agreement. Owner's liability under this Agreement shall be limited solely to Owner's interest in the Units and the proceeds therefrom.

11. Notices. Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others. The City must be notified within 5 calendar days of closing of any change of ownership and a contact name, phone number and address of the new owner.

Any notice or demand to Owner shall be addressed to Owner at the following address:

DV Luxury Resort LLC
c/o Hotel Operator
9100 Marsac Ave.
Park City, Utah 84060
Attn: General Manager

Any notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060
Attn: Phyllis Robinson

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

13. Attorneys' Fees. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to be reimbursed by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs, incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

14. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

15. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

16. Third Party Beneficiary. This Agreement is not intended to confer rights on third parties.

17. Paragraph Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

18. Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

19. Modifications. The Parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties hereto and recorded with the Clerk and Recorder of Summit County, Utah.

20. Recordation. Upon execution and delivery by Owner and City, Owner shall cause this Agreement to be recorded and filed in the official public land deed records of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

21. Covenants Run With Land. Owner intends, declares and covenants, on behalf of itself and all future owners of the Units, that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units shall be covenants running with the land and improvements constituting the Units, for the benefit of the City, shall encumber the Units, and shall be binding upon Owner, and all subsequent owners of the Units.


22. Integration. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.

23. Annual Compliance Report. Owner agrees to provide City with an annual compliance report to City by October 1 of each year during the term of the deed restriction. The annual compliance report will include the current rent levels and occupancy status for the rental units and any unit sale that occurred during the year including the sales price. The annual compliance report shall include a signed statement by Owner certifying that the units are in compliance with the terms of the deed restriction and a completed and signed Affordable Housing Compliance Form provided by the City.

[Signatures on Following Page]

STATE OF CALIFORNIA)
):ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 23rd day of August, 2010, by Alex Hill, the Vice President of Ohana DV LLC, a Delaware limited liability company, the VP of DV Luxury Resorts LLC, a Delaware limited liability company.



NOTARY PUBLIC
Residing at: _____

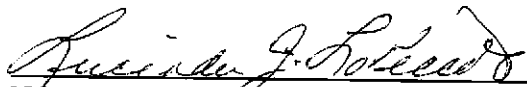
My Commission Expires:

5/28/11



STATE OF UTAH)
):ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2010, by DANA WILLIAMS, the MAJOR of Park City Municipal Corporation.



NOTARY PUBLIC
Residing at: Summit County

My Commission Expires:

April 28, 2013

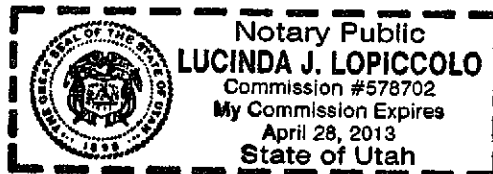


EXHIBIT A

Legal Description of the Units

Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, The Hotel & Residences at Empire Canyon Resort, a Utah condominium project, according to the Condominium Plat for The Hotel & Residences at Empire Canyon Resort recorded in the office of the Summit County Recorder, together with the undivided interest in the common areas and facilities of The Hotel & Residences at Empire Canyon Resort appurtenant to such units.

Tax Parcels No.:

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