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**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Master Declaration") is made and executed as of this 2nd day of February, 2001, by BOYER SPRING CREEK, L.C., a Utah limited liability company, and BOYER KIMBALL JUNCTION, L.C., a Utah limited liability company (together, the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in Summit County, Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

B. Declarant and Summit County have entered into that certain Development Agreement, dated May 8, 2000 which agreement governs the development of the Property and certain improvements to be constructed thereon (the "Development Agreement").

C. Pursuant to the Development Agreement, Declarant intends to cause a development plat for the Property to be recorded in the official records of Summit County, Utah (the "Plat"). A preliminary version of a the Plat is attached hereto as Exhibit "B" for illustrative purposes, but the final recorded version of the Plat shall be controlling for purposes of this Master Declaration.

D. Subject to and in accordance with the Development Agreement and the Plat, the Declarant desires to develop a mixed use development on the Property (the "Project"), with the expectation that a portion of the Property lying within that portion of the Property designated on the Plat in the area generally shown on Exhibit "B" as the "Commercial Area," will be developed for commercial uses, and a portion of the Property, designated on the Plat as lying within that portion of the Property designated on the Plat and generally shown on Exhibit "B" as the "Residential Area," will be developed for residential uses.

E. The Declarant also intends to create certain mixed use parcels in the locations designated on the Plat and generally shown on Exhibit "B" (the "Mixed-use Parcels"), which will contain main floor commercial uses and upper floor residential uses. The respective rights and obligations of the main floor commercial owners and the upper floor residential owners will be governed by the terms of an "Air Rights Declaration" to be recorded against the Mixed-use Parcels. For purposes of this Master Declaration, the commercial portions of the Mixed-use Parcels shall be deemed to be a part of the "Commercial Area" and the residential portions of the Mixed-use Parcels shall be deemed to be a part of the "Residential Area."

F. The Declarant intends to reserve the right to further develop additional commercial, office, hospitality and/or mixed use structures on the portion of the Property generally shown on Exhibit "B" as "Phase II." In the event structures are developed on the Phase II property, certain other portions of the Commercial Area will require temporary use for construction staging and potential permanent modification including the possible construction of one or more parking structures.

G. The Declarant contemplates that one or more areas within the Project will be made subject to additional declarations of covenants, conditions and restrictions, all of which must not be inconsistent with any provision of this Master Declaration.

H. To these ends, and for the benefit of the Project, the Declarant desires to subject the Property to the easements, covenants, conditions and restrictions set forth in this Master Declaration.

DECLARATION

Declarant, as the owner of the Property, grants the following easements and makes the following covenants, which are intended to burden and benefit, and to run with, the parcels lying within the Commercial Area and the Residential Area and to be binding upon and enforceable against the owners of the parcels lying within the Commercial Area and the Residential Area, and each portion thereof, and their respective successors, heirs and assigns.

ARTICLE I DEFINITIONS

"Buildings" mean all buildings and associated structures and improvements built upon and affixed to the Property at any time and from time to time.

"Commercial Buildings" mean that portion of the Buildings built upon and affixed to the Commercial Area at any time and from time to time, including the commercial portions of the Buildings on the Mixed-use Parcels and the commercial portions of any mixed-use Buildings constructed on Phase II.

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“Commercial Building Owner” means a person that at the time concerned is the legal owner of record of a whole or undivided fee interest in any Commercial Building.

“Commercial Common Area” means all areas within the Commercial Area not contained within a Building and held for sale or rent, including without limitation, all parking areas, driveways, sidewalks, plazas and landscaped areas, as the same may be created or modified from time to time.

“Commercial Parcels” mean the parcels shown on the Plat and situated within the Commercial Area and any additional commercial parcels created on the Phase II portion of the Property in connection with the construction of Phase II and used for any purpose other than residential use.

“Commercial Proportionate Share” means, for each Commercial Building, a fraction, the numerator of which is the total Floor Area within that Commercial Building, and the denominator of which is the total Floor Area within all Commercial Buildings constructed from time-to-time within the entire Project. The Commercial Proportionate Share for any Commercial Parcel shall equal a fraction, the numerator of which is the total Floor Area within the Commercial Building or Buildings constructed on the Commercial Parcel, and the denominator of which is the total Floor Area within all Commercial Buildings constructed from time to time within the entire Project. The Commercial Proportionate Share shall be adjusted from time to time by written notice given by the Owner of Parcel 1 to each Owner as Commercial Buildings are completed. A Building shall be deemed "completed" on the earlier of the date on which a certificate of occupancy for such Building is first issued by the appropriate governmental authority or the date on which such Building is first used or occupied.

“Commercial Roadways” mean all roads and associated improvements situated within the Commercial Area, including without limitation, all asphalt and concrete surfaces, curbs, gutters, parking strips, painted and striped areas, street lights and adjacent sidewalks, as the same may be created and modified from time to time by the applicable Commercial Owner.

“Commercial Use” means any type of retail, entertainment, theater or restaurant, fast food or other eating establishment use, office use, hospitality use and those uses generally or periodically found in shopping centers.

“Common Projects” mean (i) projects of common benefit to the Commercial Area and the Residential Area or (ii) projects required by any applicable governmental agency in connection with development approvals relating to the Property including the installation of storm drainage lines and the enhancement of wetlands areas on land adjacent to the Property.

“Common Roadways” mean the roads and associated improvements, including without limitation, all asphalt and concrete surfaces, curbs, gutters, parking strips, painted and striped

areas street lights and adjacent sidewalks, so identified on the Plat in the general locations shown on Exhibit "B," including Uintah Boulevard.

"Floor Area" means the square footage of a usable area of the ground or main floor within the exterior walls of a Building excluding second or above-ground levels, vertical shafts and excluding any portion of the Building that is open to the sky. The Floor Area of a Building or space shall be measured from the exterior face of exterior walls and from the center of any common, party or demising walls or demising partitions. The Floor Area shall also exclude mezzanines, basements or other partial floor space constructed as a tenant improvement within any commercial or office space, it being the intent of this definition to measure only full, ground or main level floors within Buildings.

"Interest Rate" means the higher of eighteen percent (18%) per annum or two percent (2%) over the prime interest rate set from time to time by Wells Fargo Bank, N.A., or another national banking association with an office in Salt Lake City.

"Mortgage" means any instrument creating a lien with respect to any portion of the Project including a mortgage, a deed of trust or any similar security agreement.

"Mortgagee" means the holder of the obligation which is secured by a Mortgage.

"Owner" means a person that at the time concerned is the legal owner of record of a whole or undivided fee interest in any portion of the Property. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the real property concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Residential Association" means the condominium association representing the legal owners of record of a whole or undivided fee interest in any Residential Building or any condominium unit within any such Residential Building, including without limitation, the owner of record of a whole or undivided fee interest or condominium unit in any air rights parcel within a Mixed-use Parcel utilized or to be utilized for residential purposes.

"Residential Buildings" means that portion of the Buildings built upon and affixed to the Residential Area at any time and from time to time including the upper floor of the Building located on the Mixed-use Parcel.

"Residential Common Area" means all open space areas located adjacent to the Residential Area and all common areas located within the Residential Area, including without limitation, all parking areas, driveways, sidewalks, plazas and landscaped areas, as the same may be created or modified from time to time.

“Residential Roadways” mean all roads and associated improvements situated within the Residential Area, including without limitation, all asphalt and concrete surfaces, curbs, gutters, painted and striped areas, parking strips, street lights and adjacent sidewalks, as the same may be created or modified from time to time.

“Residential Parcels” means the parcels shown on the Plat located within the Residential Area including the residential portions of the Mixed-use Parcels.

“Residential Proportionate Share” means, for each Residential Building, a fraction, the numerator of which is the total Floor Area within that Residential Building, and the denominator of which is the total Floor Area within all Residential Buildings constructed from time to time within the Project. The Residential Proportionate Share for any Residential Parcel shall equal a fraction, the numerator of which is the total Floor Area within the Residential Building or Buildings constructed from time to time on the Residential Parcel, and the denominator of which is the total Floor Area within all Residential Buildings constructed from time to time within the Project.

“Residential Utilities” means that portion of the Utilities to be constructed within the Common Roadways and/or the Commercial Roadways that will serve or are intended to serve only the Residential Area.

“Utilities” means all underground and above-ground utility infrastructure to be constructed on the Property in connection with the Project, including without limitation, all sewer pipelines, water pipelines, natural gas pipelines, underground and overhead electric power lines, telecommunication lines, coaxial cables and fiber optic lines and other related facilities and equipment, whether located within the Common Roadways, the Commercial Roadways, the Residential Roadways or otherwise.

ARTICLE II USE OF COMMERCIAL PARCELS AND RESIDENTIAL PARCELS

Section 2.1 Prohibited Uses. No portion of the Project may be developed or occupied for any use which is in violation of the Development Agreement or the applicable ordinances, laws and regulations of any governmental entity having jurisdiction or for any use which is inconsistent with the provisions of this Master Declaration. The following uses are prohibited within the Project:

- i. an establishment having exotic, "live" nude or "live" semi-nude dancing, entertainment or service providers;
- ii. a massage parlor, other than massage services provided in connection with a health care provider or a gym, health club or day spa;

- iii. a funeral home;
- iv. a facility for the sale of paraphernalia for use with illicit drugs;
- v. a facility for the sale of used or second hand items, other than antiques and collectibles;
- vi. an off-track betting or bingo parlor;
- vii. a carnival, amusement park or circus;
- viii. an auto repair or body shop;
- ix. a facility for the sale of new or used motor vehicles, trailers or mobile homes;
- x. a facility for any use which is illegal;
- xi. a manufacturing facility;
- xii. an adult bookstore; or
- xiii. a tatoo parlor or business.

Section 2.2 Restrictions on Use.

Section 2.2.1 No portion of the Residential Parcels and no portion of the Commercial Parcels developed for residential purposes shall be used for Retail Use or offices other than for the administration of sales of Residential Parcels and permitted home occupation uses as defined in the Synderville Basin Development Code. Residential Parcels may be used for residential units permitting overnight stay.

Section 2.2.2 The maximum number of persons who shall be permitted to occupy each residential unit located on the Property shall be two persons for each bedroom contained within such residential unit. Each Residential Association shall regularly monitor residential unit occupancy rates and shall cause all Residential Building Owners to comply with the occupancy limitation set forth in this subsection 2.2.2.

Section 2.3 Construction. All Buildings, Utilities and other improvements located or to be located on the Property shall be constructed in compliance with the applicable requirements of the Development Agreement and the applicable ordinances, laws and regulations of any

governmental entity having jurisdiction. Each Parcel Owner shall perform such construction or cause such construction to be completed at the Owner's sole cost and expense.

Section 2.4 Maintenance.

Section 2.4.1 Commercial Building Maintenance. Except as otherwise provided in this Section 2.4, each Commercial Building Owner, at its sole cost and expense, shall maintain its Commercial Buildings in good condition and repair in a first-class, high quality manner, clean and free of rubbish and other hazards to persons using such Buildings, and otherwise in compliance with all applicable ordinances, laws and regulations of any governmental entity having jurisdiction.

Section 2.4.2 Residential Building Maintenance. Except as otherwise provided in this Section 2.4, each Residential Association, at its sole cost and expense, shall maintain its Residential Buildings in good condition and repair in a first-class, high quality manner, clean and free of rubbish and other hazards to persons using such Buildings, and otherwise in compliance with all applicable ordinances, laws and regulations of any governmental entity having jurisdiction.

Section 2.4.3 Air Rights Parcel Maintenance. The duty and cost to maintain Buildings located on Mixed-use Parcels will be governed by the terms of the recorded Air Rights Declaration.

Section 2.5 The Phase II Project; Supplemental Master Declaration. Declarant reserves the right to construct the Phase II project. Phase II has been approved in the Development Agreement to include up to 100,000 square feet of mixed use retail, restaurant, hotel, office and residential space. The design and exact configuration of the Phase II structures has not been undertaken by Declarant. Declarant may further evidence its intent to construct the Phase II project by recording a Supplemental Master Declaration to this Declaration, which Supplemental Master Declaration shall identify the exact configuration and size of parcels and structures, the general locations of any additional Commercial Roadways and Commercial Common Areas, and which may contain specific covenants or restrictions or other terms or conditions applicable to the Phase II project or the entire Commercial Parcel as Declarant may then deem advisable. Neither the recordation of the Supplemental Master Declaration nor the construction of the Phase II project shall require the approval or consent of any Owner or tenant within the Project. By taking title or by leasing any portion of the Project, the Owner or tenant acknowledges the potential for the construction of the Phase II project and consents to the approval and construction of that Phase II project within the general parameters set forth in this paragraph and the Development Agreement. In the event the Phase II project contains any mixed-use structures, Declarant shall form additional mixed-use parcels to contain such mixed-use structures and the Phase II mixed-use parcels shall be treated as a Mixed-use Parcel for all purposes of this Master Declaration, specifically including the cost allocations contained herein.

ARTICLE III
CONSTRUCTION OF COMMON ROADWAYS, UTILITIES AND COMMON PROJECTS

Section 3.1 Construction of Common Roadways, Utilities and Common Projects. Initial Common Roadways, Utilities and Common Projects shall be described in a separate agreement entitled "Common Improvements Construction Agreement."

ARTICLE IV
MAINTENANCE OF COMMON ROADWAYS, UTILITIES
AND PROJECT COMMON AREAS

Section 4.1 Duty to Maintain Common Roadways and Utilities. To the extent not maintained by public utility companies, governmental entities or third parties, the Owner of the Commercial Parcel created on the Plat that corresponds to the Commercial Parcel designated on Exhibit "B" as "Commercial Parcel 1" shall maintain or provide for the maintenance of the Common Roadways and all Utilities located thereon or therein, other than any Residential Utilities, and shall reconstruct, repair or replace any improvements related to such Common Roadways and Utilities in accordance with the applicable ordinances, laws and regulations of any governmental entity having jurisdiction. The foregoing maintenance obligations shall include the maintenance or costs of maintenance of Uintah Boulevard as required by separate agreements. Further, the Owner of Commercial Parcel 1 shall cause debris, rubbish, snow, ice and other hazards to persons using such roadways to be removed therefrom in a manner consistent with a first-class, high quality commercial and residential real estate development. Further, the Owner of Commercial Parcel 1 shall conduct such storm drainage and wetlands mitigation system maintenance as may be required by separate agreement relating to storm drainage and wetland mitigation facilities constructed off-site and to the east of the Property and with respect to any other offsite Utilities costs of mutual benefit to the Commercial Parcels and the Residential Parcels. In the event the Owner of Commercial Parcel 1 fails to promptly perform the obligations set forth in this Section 4.1, each Owner shall have the right to perform said obligations and to receive reimbursement for the costs of such work in accordance with the reimbursement schedule set forth in Section 4.5, below.

Section 4.2 Duty to Maintain Commercial Roadways and Commercial Common Areas. Subject to the right of Declarant to construct the Phase II project, to the extent not maintained by public utility companies, governmental entities or third parties, the Owner of Commercial Parcel 1 shall maintain or provide for the maintenance of the Commercial Roadways, all Utilities located thereon or therein, other than the Residential Utilities, and all Commercial Common Areas, and shall reconstruct, repair or replace and insure in accordance herewith any improvements related to such Commercial Roadways, Utilities and Commercial Common Areas and comply with all applicable ordinances, laws and regulations of any governmental entity having jurisdiction and shall cause debris, rubbish, snow, ice and other hazards to persons using such roadways and open space areas to be removed therefrom in a

manner consistent with a first-class, high quality commercial and residential real estate development.

Section 4.2A Duty to Maintain Insurance on Commercial Common Area. The Owner of Commercial Parcel 1 shall maintain commercial general liability insurance insuring all Owners and such other persons who hold a leasehold estate or other interest in any Parcel and who are designated as a named insured in a writing delivered to the Owner of Commercial Parcel 1 by the Owner of such Parcel, as their respective interests may appear, against all claims for personal injury, death or property damage occurring on the Commercial Common Area. Such insurance shall be carried with a responsible company and shall afford at least the coverage provided by a "combined single limit" of not less than \$2,000,000 per occurrence, and not less than \$5,000,000 in the aggregate, for bodily injury, death and property damage, which may be increased by the Owner of Commercial Parcel 1 in its reasonable discretion from time to time. To the extent reasonably obtainable, the Owner of Commercial Parcel 1 shall also maintain casualty insurance on the improvements located on, under and within the Commercial Common Area, subject to commercially reasonable deductibles.

Section 4.3 Duty to Maintain Residential Roadways, Residential Utilities and Certain Open Space Areas. To the extent not maintained by public utility companies, governmental entities or third parties, the Residential Association covering the Residential Parcel created on the Plat that corresponds to the Residential Parcel designated on Exhibit "B" as "Residential Parcel 17" (the "Managing Residential Association") shall maintain or provide for the maintenance of the Residential Roadways, all Utilities located therein and thereon, the Residential Utilities, and the Residential Common Areas, and shall reconstruct, repair or replace any improvements related thereto in accordance with all applicable ordinances, laws and regulations of any governmental entity having jurisdiction and shall cause debris, rubbish, snow, ice and other hazards to persons using such roadways and open space areas to be removed therefrom in a manner consistent with a first-class, high quality commercial and residential real estate development.

Section 4.4 Winter Roadway Maintenance. Notwithstanding any other provision of this Article IV to the contrary, unless emergency conditions exist, reconstruction, repair or replacement of any portion of the Common Roadways, the Commercial Roadways or the Residential Roadways shall be conducted only during the months of March, April, May, June, July, August, September and October.

Section 4.5 Allocation of Maintenance Costs.

Section 4.5.1 Common Maintenance Costs.

(A) Each Commercial Building Owner shall reimburse the Owner of Commercial Parcel 1 an amount which is the product of one-half of the net cost incurred or payable by the Owner of Commercial Parcel 1 of performing the obligations set forth in Section 4.1, which net cost is calculated after deducting

from the gross amount of such costs the amounts, if any paid by any third party other than the Managing Residential Association to the Owner of Commercial Parcel 1 to offset such costs (the "Section 4.1 Costs") multiplied by the reimbursing Owner's Commercial Proportionate Share. Each Commercial Building Owner may in turn make any allocation of Section 4.1 Costs to any tenants within the subject Commercial Building on any basis or formula established by lease in the discretion of the Commercial Building Owner.

(B) Each Residential Association shall reimburse the Managing Residential Association an amount which is the product of one-half of the Section 4.1 Costs (which are calculated net of third party contributions as provided in the immediately preceding paragraph), multiplied by the reimbursing Residential Association's Residential Proportionate Share. The Managing Residential Association shall be responsible for collecting and paying said amount to the Owner of Commercial Parcel 1.

Section 4.5.2 Commercial Maintenance Costs. All costs incurred by the Owner of Commercial Parcel 1 in performing or complying with the obligations of Section 4.2, and Section 4.2A above, shall include, without limitation:

- i. all reasonable costs, expenses, fees and other amounts (including without limitation, costs, expenses, fees and other amounts which are properly capitalized under generally accepted accounting principles) relating to utilities, cleaning, sweeping, ice, snow and rubbish removal, landscaping, resurfacing, restriping, replacing damaged or worn-out improvements (including lighting) located on the Commercial Roadways or the Commercial Common Areas, insurance, licenses and permits, supplies, traffic regulation and control, fire, police protection and other security services, personnel (other than managerial personnel) necessary to perform any of the obligations in Section 4.2, above or any of the foregoing services and depreciation allowance on any machinery or equipment owned by the Owner of Commercial Parcel 1 and used exclusively in connection with such matters, such depreciation to be made over the useful life of the machinery or equipment concerned on a straight-line basis,
- ii. all taxes on the Commercial Common Area, Utilities or Commercial Common Roadways; provided, however, that if the Commercial Common Area, Utilities or Commercial Common Roadways are not assessed and taxed as an independent parcel or parcels for tax purposes, the taxes allocable thereto shall be an equitable proportion of the taxes for all of the Commercial Parcel and improvements included within each relevant tax parcel assessed, such proportion to be determined by the Owner of Commercial Parcel 1 from the respective valuations assigned in the

assessor's work sheets or such other information as may be reasonably available, and

- iii. all managerial, clerical and overhead costs, expenses, fees and other amounts incurred in connection with the foregoing obligations, all of which shall be deemed to be equal to ten percent (10%) of the total of all other expenses incurred in connection with the performance of the duties set forth in Section 4.2 or this Section.

Each Commercial Parcel Owner shall reimburse the Owner of Commercial Parcel 1 an amount which is equal to the product of the sum of the total costs associated with the performance of the obligations set forth in Section 4.2, and Section 4.2A, above, less any amounts paid by third parties to the Owner of Commercial Parcel 1 as reimbursement for such costs, multiplied by the reimbursing Owner's Commercial Proportionate Share. Each Commercial Parcel Owner may in turn make any allocation of these costs to any tenants within the subject Commercial Building on any basis or formula established by lease in the discretion of the Owner.

Section 4.5.3 Residential Maintenance Costs. Each Residential Parcel Owner shall reimburse the Residential Association an amount which is equal to the product of the sum of the total costs associated with the performance of the obligations set forth in Section 4.3 above multiplied by the reimbursing Owner's Residential Proportionate Share. The Residential Association shall be responsible for collecting and paying said amounts to the Declarant.

Section 4.6 Payment of Roadway and Utility Maintenance Costs. Except as otherwise provided in Article V, below, the Commercial Parcel Owners and the Residential Parcel Owners shall pay the costs identified in this Article IV to the person entitled thereto within thirty (30) days after the date of any invoice for all or a portion of such costs.

Section 4.7 Interest on Unpaid Amounts. Any amount due under this Article IV which is not timely paid shall accrue interest at the Interest Rate, both before and after judgment, until paid in full.

ARTICLE V ASSESSMENTS FOR MAINTENANCE COSTS

Section 5.1 Assessments. As an alternative to the manner of payment specified in Section 4.6, above, the Owner or Residential Association entitled to receive payment, may make and collect assessments to cover the amounts identified in Article IV (the "Assessments"). In such event, each relevant Owner, and in the case of the Residential Parcels, each relevant Residential Association, shall be subject to an assessment equal to such Owner's or Residential Association's share, as calculated in Article IV, above, respectively, of the maintenance costs

specified therein. The Owner or Residential Association entitled to receive payment may, at its option, do either of the following: (i) invoice each Owner (or Residential Association, in the case of Residential Parcels) for such Owner's or Residential Association's share of the maintenance expenses on a monthly, quarterly or other periodic basis as the actual amount of the Assessment becomes known (in which event, such owner's share shall be due and payable within thirty (30) days after the delivery of such invoice); or (ii) invoice each Owner (or the Residential Association) in advance based on a reasonable estimate of such maintenance expenses for the period concerned, which estimate shall be provided to each Owner at least annually. If the latter alternative is adopted, each Owner (or the Residential Association) shall pay its share of the estimated maintenance expenses in equal installments on the first day of each month, and within ninety (90) days after the end of each calendar year, the Owner or Residential Association entitled to receive payment shall furnish each Owner (or Residential Association) with a reasonably detailed final statement of the actual amount of the maintenance expenses for such calendar year. If such final statement reveals that the monthly installments made by any Owner or Residential Association aggregate less than such Owner's or Residential Association's share of the maintenance expenses for such calendar year, such Owner or Residential Association shall pay the amount owing within thirty (30) days after such final statement is furnished. If such final statement reveals that any such Owner's or Residential Association's payments aggregate more than its share of the maintenance expenses for such calendar year the excess amount shall be applied to amounts next due from such Owner or Residential Association under Article IV of this Master Declaration.

Section 5.2 Interest on Unpaid Assessments. Any Assessment or other amount due under this Master Declaration which is not timely paid shall accrue interest at the Interest Rate, both before and after judgment, until paid in full.

Section 5.3 Management Fee. The Declarant and any other Commercial Owner entitled to receive payment from the Residential Association under this Article V, shall be entitled to receive a management fee from the Residential Association equal to ten percent (10%) of the total amount then due and owing.

ARTICLE VI LIEN FOR UNPAID COSTS

Section 6.1 Lien for Unpaid Obligations. Each Owner, by acquiring or obtaining an interest in or with respect to any portion of the Property is deemed to personally covenant and agree to pay the costs described in this Master Declaration or the Assessments in the manner set forth in this Master Declaration. If not paid when due, all such costs and Assessments against any such Owner, together with interest thereon at the Interest Rate as herein provided, and costs and reasonable attorneys' fees for collection thereof, shall be a charge on such Owner's portion of the Property and may be secured by a lien against the delinquent Owner's portion of the Property, prepared and recorded in accordance with this Article VI. Suit to recover a money judgment for any amount due may be maintained without foreclosing or waiving the lien

described in this Article VI. In the case of residential condominiums located on Residential Parcels, the lien referred to in this paragraph shall attach to each condominium unit of any project where the Residential Association has failed to make a payment when due.

Section 6.2 Recordation and Foreclosure of Lien. To evidence a lien for delinquent costs or Assessments on any portion of the Property, the Owner or Residential Association to whom payment is owed shall be required to prepare a written notice of lien setting forth the amount of the costs or Assessment, the date due, the amount remaining unpaid, the name of the Owner or Residential Association that has failed to pay the cost or Assessment concerned, and a description of the portion of the Property subject to the lien. Such notice shall be signed by a duly authorized representative of the Owner or Residential Association, and acknowledged and recorded in the Official Records of Summit County, Utah. A copy of such notice of lien shall be given to such owner and any Mortgagee holding a Mortgage covering the portion of the Property concerned within ten (10) days following recordation. No notice of lien shall be recorded until there is a delinquency in payment of cost or an Assessment. Such lien may be enforced by judicial foreclosure by the person who executed same on the portion of the Property concerned in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such judicial foreclosure, the delinquent owner shall be required to also pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by a lien being foreclosed. The delinquent Owner or Residential Association shall also be required to pay any costs or Assessments which shall become due during the period of foreclosure, and all such costs or Assessments shall be secured by the lien being foreclosed.

ARTICLE VII RECIPROCAL EASEMENTS

Section 7.1 The Declarant hereby grants:

Section 7.1.1 To all Owners, for the benefit of the parcel or parcels owned by such Owners, a perpetual, nonexclusive easement for pedestrian and vehicular ingress and egress over, across and upon the Common Roadways. Notwithstanding the foregoing, nothing herein shall constitute the conveyance of an easement for the parking of vehicles within the Commercial Area.

Section 7.1.2 To the Owner of Commercial Parcel 1, for the benefit of the Commercial Parcels, a perpetual, nonexclusive easement (i) upon, under and across the Common Roadways, the Commercial and Residential Common Areas and the Commercial and Residential Roadways for the construction, installation and maintenance of such roadways and all Utilities located therein or thereon, (ii) upon, under and across the Commercial Common Areas for the maintenance of said areas as they may exist and be modified from time to time, and (iii) upon, under and across any portions of the

Residential Area or the Commercial Area necessary for the construction, operation and maintenance of storm drainage for the entire Project or any other Common Project.

Section 7.1.3 To Residential Owners and the Residential Associations, for the benefit of the Residential Parcels, a perpetual, nonexclusive easement (i) upon, under and across the Common Roadways, the Residential Common Areas and the Commercial and Residential Roadways for the construction, installation and maintenance of the Residential Utilities and (ii) upon, under and across the Residential Common Areas for the maintenance of said areas.

Section 7.2 Each such easement granted under this Article VII shall be utilized in a manner consistent with all applicable ordinances, laws and regulations of any governmental entity having jurisdiction, (b) be appurtenant to and shall pass with title to each portion of the Property, and in no event be separated therefrom, (c) bind and burden each of the servient estates described herein and every person having any fee, leasehold, or other interest in any portion of such servient estates, (d) constitute a covenant running with the land, (e) benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means, (f) may be reasonably limited or restricted at any time and from time to time to permit maintenance or construction, and (g) may be relocated by reason of economic or engineering necessity; provided, however, that no rights granted hereunder shall be exercised in any manner which substantially interferes (i) with the purposes for which the roadways and Utilities are to be used as provided herein, or (ii) with the rights and easements possessed by any other Owner.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Enforcement. Any Owner shall have a right of action either at law or in equity against any other owner for any failure by such owner to comply with this Master Declaration or the provisions of any rules, regulations, agreements, instruments, supplements, amendments or determinations expressly contemplated by this Master Declaration. If any owner fails to comply with this Master Declaration and it becomes necessary for any other owner to employ the services of an attorney in connection therewith, either with or without litigation, the noncomplying party shall pay to the prevailing party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing the provisions of this Master Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Severability. Invalidation of any one of the covenants, conditions or restrictions in this Master Declaration by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

Section 8.3 Duration. The provisions of this Master Declaration shall run with and bind the land, for a term of ninety-nine (99) years from the date this Master Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each, unless terminated in accordance with Section 8.4.

Section 8.4 Termination and Amendments. This Master Declaration may be terminated only with the written consent of all of the Owners of the Property and any Mortgagee holding a Mortgage encumbering any portion of the Property. The Owners of Residential Parcels representing at least 75% of the Residential Proportionate Shares may amend any provision of this Agreement affecting only the internal covenants and allocations among the Residential Parcels with the written consent of all affected residential Mortgagees but without the consent of any Commercial Owner. The Owners of Commercial Parcels representing at least 75% of the Commercial Proportionate Shares may amend any provision of this Agreement affecting only the internal covenants and allocations among the Commercial Parcels with the written consent of all affected commercial Mortgagees but without the consent of any Residential Owner. Any other amendment will require the written consent of Owners of Commercial Parcels representing at least 75% of the Commercial Proportionate Shares and their respective Mortgagees, the Owners of Residential Parcels representing at least 75% of the Residential Proportionate Shares and their respective Mortgagees and the Owner of Commercial Parcel 1 and the Managing Residential Association. Solely for purposes of approving amendments to this Master Declaration, after the construction of a Residential Building on a Residential Parcel, the phrase "Owner of a Residential Parcel" shall be deemed to refer to the Residential Association governing a Residential Building. The interests of the individual owners of condominium units shall be represented by the respective Residential Associations and the consent or approval of such unit owners shall not be required to effect any such amendment. Notwithstanding any inconsistent provision of this paragraph, no termination or amendment of this Master Declaration shall be in violation of the Development Agreement. A termination or any amendment so authorized shall be accomplished through the recordation of an instrument executed by the required persons. All requisite parties to an amendment shall not withhold, condition or delay the approval or execution of such amendment in a manner which is unreasonable.

Section 8.5 Miscellaneous. The captions which precede the Sections of this Master Declaration are for convenience only and shall not be deemed to be part of this Master Declaration and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Master Declaration. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any parts thereof, and any gender shall include other genders. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership, or other legal entity when the context so requires. The invalidity or unenforceability of any portion of this Master Declaration shall not affect the validity or enforceability of the remainder hereof. This Master Declaration shall be liberally construed to effect all of its purposes, and shall be governed by and construed in accordance with the laws of the State of Utah. This Master Declaration may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties

hereof, their successors and assigns, notwithstanding that all the parties are not signatories to the original or the same counterpart. All Exhibits referred to herein and attached hereto are incorporated herein by this reference. Unless otherwise provided, references in this Master Declaration to Sections are to Sections in this Master Declaration.

Section 8.6 Effective Date. This Master Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the Official Records of Summit County, Utah.

Section 8.7 Covenants to Run with Land. Each provision of this Master Declaration shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the Owners and their respective successors, heirs and assigns, all of which persons may enforce any obligation created by this Master Declaration. The interests in and rights concerning any portion of the Property held by or vested in the Declarant, any owner of any portion of the Property or any other person on or after the date of this Master Declaration shall be subject and subordinate to this Master Declaration, and this Master Declaration shall be prior and superior to such interests and rights.

Section 8.8 Release On Transfer. On and after the date an Owner transfers (other than merely for purposes of security) or is otherwise divested of such owner's ownership interest in any portion of the Property, such owner (as to such portion) shall be relieved of all liabilities and obligations under this Master Declaration related to such portion, except for such liabilities or obligations as may have accrued as of the date of such transfer or divestiture, and the transferee shall automatically be deemed to have assumed and agreed to timely pay and perform all obligations related to such portion arising on and after the date of such transfer or divestiture.

Section 8.9 Force Majeure. The Declarant and the Owners and any other person obligated under this Master Declaration shall be excused from performing any obligation set forth in this Master Declaration, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the Declarant, the Owners or any other person so prevented or delayed.

Section 8.10 Indemnification. Each Owner shall indemnify, defend and hold harmless the owner of Parcel 1 and each other Owner from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including without limitation, litigation expenses and reasonable attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or character (collectively, the "Claims"), which are caused by such Owner or which arise on or relate in any way to the Parcel owned by such Owner. The foregoing indemnification shall

include, without limitation, those Claims caused by or arising from the use, deposit, storage, disposal, transportation or release of any hazardous substances, hazardous wastes, pollutants or contaminants on any part of the Property by (a) the indemnifying Owner, (b) any person leasing or occupying the parcel owned by the indemnifying Owner, or (c) any agent, employee, contractor, invitee or licensee of either the indemnifying Owner or any person leasing or occupying the Parcel owned by such indemnifying Owner.

Section 8.11 Taxes. Each Owner shall pay, prior to delinquency, all taxes on the buildings and improvements located on such Owner's parcel, unless collection of such taxes and any sale or forfeiture of such improvements for nonpayment of taxes is prevented or suspended through appropriate legal proceedings. If any building is not assessed and taxed as an independent parcel for tax purposes, the taxes allocable to such building shall be an equitable proportion of the taxes for all of the land and improvements included within each relevant tax parcel assessed, such proportion to be determined by the Owner of Commercial Parcel 1 from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

Section 8.12 Insurance. Each Owner shall maintain commercial general liability insurance providing coverage against bodily injury, death and property damage occurring, or by reason of activities, on or about such Owner's parcel. Such insurance shall be carried with a responsible company, shall afford at least the coverage provided by a "combined single limit" of not less than \$2,000,000 per occurrence, and not less than \$5,000,000 in the aggregate, for bodily injury, death and property damage. Each Owner shall also maintain casualty insurance on the improvements located on, under and within the such Owner's parcel, subject to commercially reasonable deductibles.

Section 8.13 Mortgagee Protection.

Section 8.13.1 Obligations of Mortgagee. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any mortgagee interested in any mortgage or any trustee or beneficiary interested in any deed of trust affecting any part of the Property (an "Interested Mortgagee") shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Declaration (other than the provisions, if any, concerning a consent to be given by such Interested Mortgagee, if an Interested Mortgagee's failure to give such consent is wrongful). After it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Interested Mortgagee shall be obligated to comply with this Declaration.

Section 8.13.2 Notices; Right to Cure. Any Owner, on delivering to another Owner any notice, demand or other communication pursuant to the provisions of this Declaration, shall at the same time deliver by certified mail, return receipt requested, copies of such notice to each Interested Mortgagee at the latest address provided to such

Owner by another Owner or such Interested Mortgagee. Although otherwise effective with respect to the Owner receiving such notice, no notice delivered to any Owner shall affect any rights or remedies of any Interested Mortgagee unless a copy of such notice has been delivered to such Interested Mortgagee in accordance with the immediately preceding sentence.

Section 8.14 Estoppel. The Owner of Commercial Parcel 1, in the case of a Commercial Parcel, or the Managing Residential Association, in the case of a Residential Parcel, shall within fifteen (15) days after the request of any Owner, execute and deliver to the requesting Owner an estoppel certificate in favor of the requesting Owner and such other persons as the requesting Owner shall designate setting forth the following:

8.14.1 that, to the knowledge of the Owner of Commercial Parcel 1, or the Managing Residential Association (as the case may be), such Owner is not in default under this Declaration or, in the alternative, such Owner is in default under this Declaration, setting forth in reasonable detail the nature of such default;

8.14.2 that, to the knowledge of the Owner of Commercial Parcel 1, or the Managing Residential Association (as the case may be), the Declaration is in full force and effect and has not been modified or amended, except as may be set forth in such estoppel certificate;

8.14.3 any reasonably requested information regarding common expenses and liens recorded in accordance with this Declaration to the extent that the common expenses and such liens relate to such Owner's parcel; and

8.14.4 such other information as the requesting Owner may reasonably request.

The requesting Owner's Interested Mortgagees and purchasers shall be entitled to rely on any estoppel certificate executed by the Owner of Commercial Parcel 1 or the Managing Residential Association (as the case may be) pursuant to this Section 8.14.

8.15 Notices. Any notice, consent or other communication given pursuant to this Declaration shall be in writing and delivered to the applicable address below or to such other address as either Owner may designate from time to time by notice to the other Owner, a copy of which notice is recorded in the Official Records of the Summit County recorder against the Property. Any such notice, consent or other communication may be delivered personally, by courier or by telecopier and shall be effective upon delivery or transmission, as applicable.

Initial Owner of Commercial Parcels:

Boyer Spring Creek, L.C.
Boyer Kimball Junction, L.C.
c/o The Boyer Company
127 South 500 East

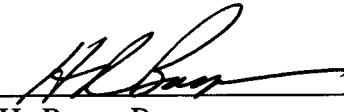
Salt Lake City, Utah 84111
Attn: Lew Swain

Initial Owner of Residential Parcels: To Be Specified in Recorded Document

IN WITNESS WHEREOF, the undersigned, being the Declarant hereof, has caused this Master Declaration to be executed by its duly authorized officer or other representative on the date set forth below, to be effective as of the day and year first above written.


BOYER SPRING CREEK, L.C.,
a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited
liability company

By: 
H. Roger Boyer
Chairman and Manager

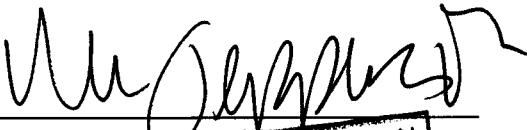
BOYER KIMBALL JUNCTION, L.C.,
a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited
liability company

By: 
H. Roger Boyer
Chairman and Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

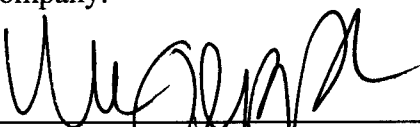
The foregoing instrument was acknowledged before me this 2nd day of Feb 2001 by H. Roger Boyer, Chairman and Manager of The Boyer Company, as manager of Boyer Spring Creek, L.C., a Utah limited liability company.



Notary Public
NARI JEPPELSON
NOTARY PUBLIC • STATE of UTAH
910 E. MAIN CANYON RD.
WALLSBURG, UT 84082
COMM. EXP. 1-6-2004

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2nd day of Feb 2001 by H. Roger Boyer, Chairman and Manager of The Boyer Company, as manager of Boyer Kimball Junction, L.C., a Utah limited liability company.



Notary Public


NARI JEPPELSON
NOTARY PUBLIC • STATE of UTAH
910 E. MAIN CANYON RD.
WALLSBURG, UT 84082
COMM. EXP. 1-6-2004

EXHIBIT "A"

PARCEL 1:

BEGINNING at a point on the East line of Lot 7, THE VILLAGE AT KIMBALL JUNCTION, a subdivision in the West half of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being North 0°16'14" West 1238.18 feet from the Southeast corner of said Lot 7; thence North 0°16'14" West 826.33 feet; thence South 89°43'46" West 304.84 feet; thence South 0°16'14" East 40.00 feet; thence South 89°43'46" West 70.00 feet; thence North 0°16'14" West 40.00 feet; thence South 89°43'46" West 740.33 feet; thence South 0°27'00" West 15.00 feet; thence North 89°33'00" West 165.00 feet; thence South 0°27'00" West 234.33 feet; thence South 89°33'00" East 185.91 feet; thence South 31°25'02" West 185.66 feet; thence South 58°34'58" East 191.33 feet; thence South 31°25'02" West 33.35 feet; thence South 58°34'58" East 21.15 feet; thence South 31°25'02" West 17.61 feet; thence South 58°34'58" East 81.60 feet; thence North 31°25'02" East 79.23 feet; thence North 76°25'02" East 55.53 feet; thence South 58°34'58" East 45.91 feet; thence North 31°25'02" East 48.44 feet; thence South 58°34'58" East 80.94 feet; thence South 31°25'02" West 21.00 feet; thence South 58°34'58" East 44.00 feet; thence South 31°25'02" West 17.50 feet; thence South 58°34'58" East 206.00 feet; thence North 31°25'02" East 31.50 feet; thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 13.55 feet; thence South 58°34'58" East 215.00 feet; thence South 31°25'02" West 5.00 feet; thence South 58°34'58" East 88.00 feet; thence North 31°25'02" East 5.00 feet; thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 88.90 feet; thence South 58°34'58" East 38.54 feet; thence North 89°43'46" East 114.04 feet to the point of beginning. VLJ-7-A

(Reference 18.482 acres BOYER SPRING CREEK)

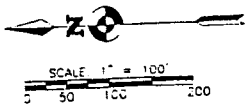
PARCEL 2:

BEGINNING at a point on the East line of Lot 7, THE VILLAGE AT KIMBALL JUNCTION, a subdivision in the West half of Section 19, Township 1 South, Range 4 East, Salt Lake Base & Meridian, said point being North 0°16'14" West 906.94 feet from the Southeast corner of said Lot 7; thence South 60°10'50" West 379.24 feet; thence North 58°34'58" West 467.70 feet; thence South 31°25'15" West 323.60 feet; thence South 67°09'15" West 154.43 feet; thence North 89°23'22" West 90.22 feet; thence North 38°02'57" West 42.24 feet; thence North 0°36'38" East 108.13 feet; thence North 58°34'58" West 153.33 feet; thence North 0°27'00" East 105.79 feet; thence North 31°25'02" East 136.12 feet; thence North 0°26'38" East 332.59 feet; thence North 58°34'58" West 64.59 feet; thence North 0°27'00" East 105.72 feet; thence North 31°25'02" East 127.81 feet; thence South 58°34'58" East 191.33 feet; thence South 31°25'02" West 33.35 feet; thence South 58°34'58" East 21.15 feet; thence South 31°25'02" West 17.61 feet; thence South 58°34'58" East 81.60 feet; thence North 31°25'02" East 79.23 feet; thence North 76°25'02" East 55.53 feet; thence South 58°34'58" East 45.91 feet; thence North 31°25'02" East 48.44 feet; thence South 58°34'58" East 80.94 feet; thence South 31°25'02" West 21.00 feet;

thence South 58°34'58" East 44.00 feet; thence South 31°25'02" West 17.50 feet; thence South 58°34'58" East 206.00 feet; thence North 31°25'02" East 31.50 feet; thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 13.55 feet; thence South 58°34'58" East 215.00 feet; thence South 31°25'02" West 5.00 feet; thence South 58°34'58" East 88.00 feet; thence North 31°25'02" East 5.00 feet; thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 88.90 feet; thence South 58°34'58" East 38.54 feet; thence North 89°43'46" East 114.04 feet; thence South 0°16'14" East 331.24 feet to the point of beginning.

VKS-7-B

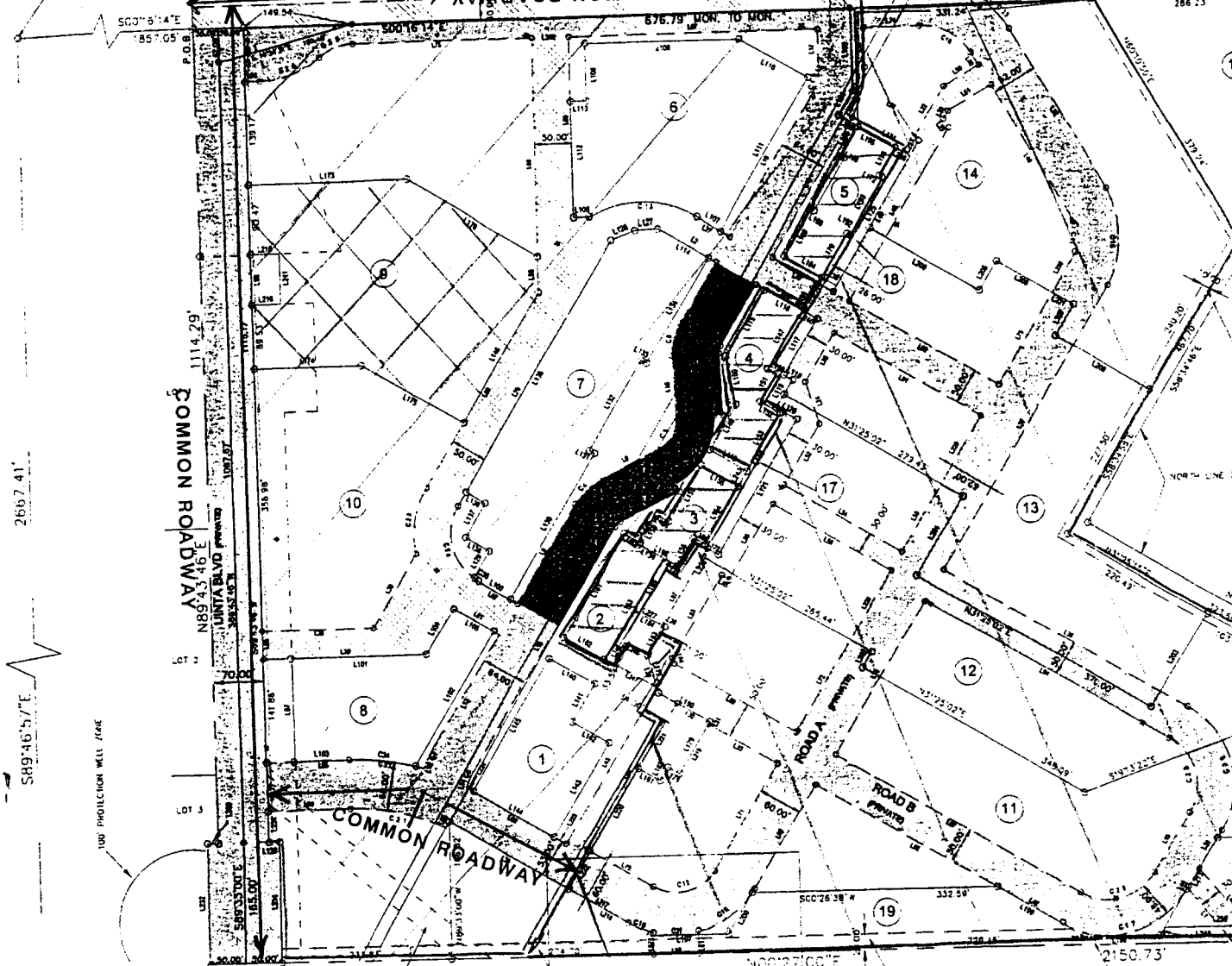
(Reference 17.514 acres BOYER KIMBALL JUNCTION)



(NOT FOUND)
NORTH 1/4 CORNER
SEC. 19, T15.24E
S.1/2 & M. SUMMIT CO., UT

30' ROADWAY & P.U.E. EASEMENT
HANDLED BY SEPERATE DOCUMENT

16.5' WIDE PIPELINE EASEMENT
SALVAGE PIPELINE COMPANY
RECORDED OCTOBER 12, 1948
ENTRY NO. 7995, BK. 2-MISC. PG. 302



2667.41'
589°46'57"E
100' PROTECTION WELL ZONE

1114.29'
69°11'11"E
COMMON ROADWAY

COMMERCIAL AREA

RESIDENTIAL AREA

STATE ROAD 224
MIXED USE PARCELS

PHASE II

BRASS CAP
NORTHWEST CORNER
SEC. 19, T15.24E
S.1/2 & M. SUMMIT CO., UT

SEE NEXT PAGE FOR INFORMATION IN FAVOR
RECORDED DECEMBER 21, 1987
ENTRY NO. 1558, PG. 370

00581758 BK01352 Pg00630

N00°04'26"W
(BASIS OF BEARING)

<p>PARK CITY FIRE SERVICE DISTRICT APPROVAL</p> <p>APPROVED AND ACCEPTED THIS _____ DAY OF _____ A.D. 20____</p> <p>FIRE MARSHAL</p>	<p>SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT APPROVAL</p> <p>RELEASED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D. 20____</p> <p>S.B.S.D.</p>	<p>STAN POWER & LIGHT COMPANY APPROVAL</p> <p>APPROVED AND ACCEPTED THIS _____ DAY OF _____ A.D. 20____</p>	<p>SNYDERVILLE BASIN SPECIAL RECORDS</p> <p>APPROVED AND ACCEPTED THIS _____ DAY OF _____ A.D. 20____</p> <p>DISTRICT ADMINISTRATOR</p>
<p>PUBLIC WORKS APPROVAL</p> <p>APPROVED AND ACCEPTED BY THE SUMMIT COUNTY PUBLIC WORKS SUPERVISOR ON THIS _____ DAY OF _____ A.D. 20____</p> <p>13</p>	<p>COUNTY PLANNING COMMISSION</p> <p>APPROVED AND ACCEPTED BY THE SUMMIT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D. 20____</p> <p>CHAIRMAN</p>	<p>COUNTY COMMISSION APPROVAL</p> <p>PRESENTED TO BOARD OF THE SUMMIT COUNTY COMMISSIONERS THIS _____ DAY OF _____ A.D. 20____ AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED</p> <p>COUNTY COMMISSION CHAIRMAN</p> <p>COUNTY CLERK</p>	<p>COUNTY ENGINEER</p> <p>SUMMIT COUNTY ENGINEER</p> <p>I HEREBY CERTIFY THAT THIS PLAT WAS BY THIS OFFICE AND IT IS CORRECT AND WITH INFORMATION ON FILE IN THIS OFFICE</p> <p>DATE _____ COUNTY _____</p>

DATE PLOTTED NOV. 21, 2003
FILE NAME M:\JOHN\14837\PLAN\DRAWING\14837.DWG

REDSTONE

**A.V. AMMENDMENT OF LOT 7 OF THE VILLAGE @ KIMBALL JUNCTION
LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH**

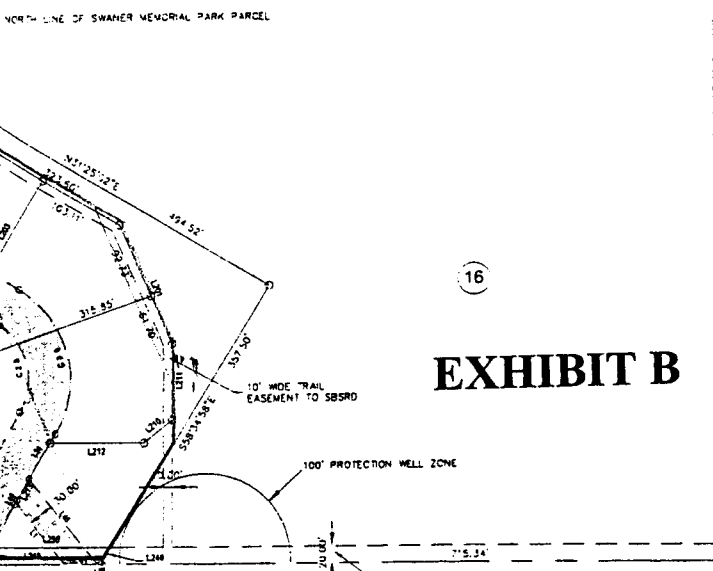
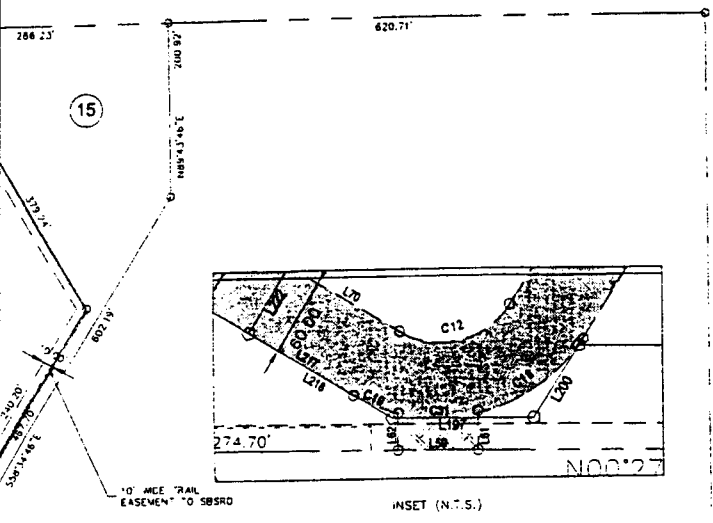
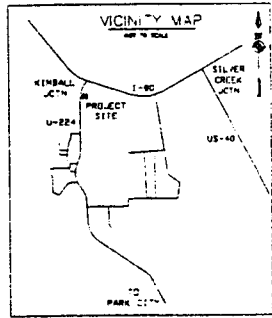


EXHIBIT B

- LEGEND:**
- ⊙ EXISTING REBAR
 - MONUMENT TO BE SET
 - PROPERTY CORNER
 - ⊗ PROPOSED FIRE HYDRANT
 - POINT OF CURVATURE OR POINT OF TANGENCY
 - ▬ PRIVATE ROADWAY AND P.U.E.
 - ▬ PRIVATE ROADWAY WITHOUT P.U.E.
 - ▬ ROADWAY AND P.U.E. (BY OTHERS)
 - ▬ PUBLIC UTILITY EASEMENT (BY OTHERS)



BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST; SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING PART OF LOT 7 OF THE VILLAGE @ KIMBALL JUNCTION AS RECORDED AS ENTRY NO. 355411 AND ALSO PART OF TAX PARCEL NO. 98-79-E-X, RECORDS OF SUMMIT COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH; THENCE ALONG THE NORTH LINE OF SAID SECTION, S89°48'37"E, 2887.41 FEET TO THE NORTH 1/4 CORNER; THENCE ALONG THE QUARTER SECTION LINE, S0°16'14"E, 1557.05 FEET TO POINT OF BEGINNING; THENCE S00°18'14"E, 2134.31 FEET; THENCE S89°48'27"W, 1308.14 FEET; THENCE N00°37'00"E, 2150.73 FEET; THENCE S89°13'00"E, 185.00 FEET; THENCE S00°37'00"W, 15.00 FEET; THENCE N89°43'46"E, 1114.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 63.39 ACRES MORE OR LESS (2,761,310 SQ. FT.).

SURVEYOR'S CERTIFICATE

I, ROY A. DUNKER, A REGISTERED LAND SURVEYOR, HOLD CERTIFICATE NO. 12218, AS PRESCRIBED BY THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS REDSTONE, 2000. SIGNED ON THIS _____ DAY OF _____, 2000.

ROY A. DUNKER, P.L.S. #172516

OWNER'S DEDICATION AND CONSENT TO RECORD

I KNOW ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH ON THE ATTACHED PLAT, AND COVENANTS REFERENCED HERETO, HEREAFTER TO BE KNOWN AS "REDSTONE". ALSO THE OWNER HEREBY DEDICATES TO PARK CITY FIRE SERVICE DISTRICT, SUMMIT WATER DISTRICT, UTAH POWER & LIGHT, QUESTAR GAS AND OTHER SUPPLIERS OF PUBLIC UTILITIES, A NON-EXCLUSIVE EASEMENT OVER THE COMMON AREAS AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT. ALSO, THE OWNER HEREBY DEDICATES TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, A NON-EXCLUSIVE EASEMENT OVER THE ROADS, PRIVATE DRIVEWAYS, COMMON AREA PARCELS, EMERGENCY INGRESS/EGRESS EASEMENTS, AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING UTILITY INSTALLATION, MAINTENANCE, USE, AND EVENTUAL REPLACEMENT. THE OWNERS DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING BUT NOT LIMITED TO, THE DEDICATION OF ROAD RIGHT OF WAY TO SUMMIT COUNTY FOR ROAD MAINTENANCE. IN WITNESS THEREOF, WE HAVE HERETO SET OUR NAMES

THIS _____ DAY OF _____, 2000.

BOYER SPRING CREEK, LLC
SWANER MEMORIAL PARK FOUNDATION, INC.

EQUIMARK PROPERTIES, INC.
JACK JARMAN

MAN

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT CO.

ON THE _____ DAY OF _____, 2000, PERSONALLY APPEARED BEFORE ME _____ WHO BEING DULY SWORN DID SAY THAT HE IS A MANAGER OF BOYER SPRING CREEK, LLC AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANIES BY AUTHORITY OF THE ARTICLES OF SAID COMPANY, AND THE SAID _____ DULY ACKNOWLEDGED TO ME THAT SAID COMPANIES EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT CO.

ON THE _____ DAY OF _____, 2000, PERSONALLY APPEARED BEFORE ME _____ WHO BEING DULY SWORN DID SAY THAT HE IS A MANAGER OF EQUIMARK PROPERTIES, INC. AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANIES BY AUTHORITY OF THE ARTICLES OF SAID COMPANY, AND THE SAID _____ DULY ACKNOWLEDGED TO ME THAT SAID COMPANIES EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT CO.

ON THE _____ DAY OF _____, 2000, PERSONALLY APPEARED BEFORE ME _____ WHO BEING DULY SWORN DID SAY THAT HE IS A MANAGER OF SWANER MEMORIAL PARK FOUNDATION, INC. AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANIES BY AUTHORITY OF THE ARTICLES OF SAID COMPANY, AND THE SAID _____ DULY ACKNOWLEDGED TO ME THAT SAID COMPANIES EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT CO.

ON THE _____ DAY OF _____, 2000, PERSONALLY APPEARED BEFORE ME _____ WHO BEING DULY SWORN DID SAY THAT HE IS A MANAGER OF EQUIMARK PROPERTIES, INC. AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANIES BY AUTHORITY OF THE ARTICLES OF SAID COMPANY, AND THE SAID _____ DULY ACKNOWLEDGED TO ME THAT SAID COMPANIES EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT CO.

ON THE _____ DAY OF _____, 2000, PERSONALLY APPEARED BEFORE ME _____ WHO BEING DULY SWORN DID SAY THAT HE IS A MANAGER OF SWANER MEMORIAL PARK FOUNDATION, INC. AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANIES BY AUTHORITY OF THE ARTICLES OF SAID COMPANY, AND THE SAID _____ DULY ACKNOWLEDGED TO ME THAT SAID COMPANIES EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC

SOCIAL RECREATION DISTRICT

ON THIS _____ DAY OF _____, 2000, _____

ADMINISTRATOR

SUMMIT COUNTY ASSESSOR

ALL TAXES, INTEREST AND PENALTIES OWING TO THIS LAND HAVE BEEN PAID AS OF THIS DAY OF _____ A.D. 2000.

SUMMIT COUNTY ASSESSOR

SUMMIT WATER DISTRIBUTION COMPANY

REVIEWED FOR CONFORMANCE TO SUMMIT WATER DISTRIBUTION COMPANY STANDARDS ON THIS DAY OF _____ A.D. 2000.

SUMMIT WATER DISTRIBUTION COMPANY

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS DAY OF _____ A.D. 2000.

ATTORNEY

RECORDED #

NO. _____
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE \$ _____ COUNTY RECORDER

SEAR-BROWN

151 South Regent Street
Salt Lake City, UT 84111-1903
(801) 323-0887
www.searbrown.com

SHEET 1 OF 2

PROJECT NO. 14937

DRAWING NO. PL-1

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