

**SECOND SUPPLEMENT TO AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
FOR  
THE COMMUNITY PRESERVATION ASSOCIATION  
FOR HIDEOUT CANYON  
IN  
HIDEOUT, UTAH**

This Second Supplement to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for the Community Preservation Association for Hideout Canyon, located in Hideout, Utah, is made and executed by Western States Ventures SG, LLC, a Utah limited liability company, with a registered address of 2265 East Murray-Holladay, Road, Holladay, UT 84117.

**RECITALS**

**WHEREAS**, that certain Master Development Agreement for the Hideout Canyon Master Planned Community (the “MDA”) between the Town of Hideout, a political subdivision of the State of Utah (the “Town”) and Mustang Development, LLC (the “Master Developer”) was recorded with the Office of Recorder for Wasatch County, Utah on July 9, 2010, as Entry No. 360737, Book 1017, Pages 1027-1086 for development of the Hideout Canyon development project (the “Project”);

**WHEREAS**, at recording of the MDA, the boundaries of the Town substantially mirrored the boundaries of the Project;

**WHEREAS**, consistent with the terms and conditions of the MDA, the Master Developer recorded that certain Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for the Community Preservation Association for Hideout Canyon (the “Master Declaration”) with the Office of Recorder for Wasatch County, Utah on November 7, 2016, as Entry No. 431062, Book 1175, Pages 89-176 to facilitate development of the Project as a master-planned community;

**WHEREAS**, pursuant to the MDA, the Master Developer has constructed and/or will construct public infrastructure, including, without limitation, utility lines and public roads, and certain other improvements, that have been or will be dedicated to the Town (the “Public Improvements”). Additionally, pursuant to the MDA and the Master Declaration, the Master Developer has constructed and/or will construct certain other improvements within the Project which have been and/or will be dedicated to the Community Preservation Association, a master community association organized and operating a Utah nonprofit corporation (the “Master Association”), including, without limitation, the landscaped, primary entry area to the Town, private trails, pocket parks, and other landscaped areas and open space within the Project (collectively, the “Project Improvements”).

**WHEREAS**, pursuant to the MDA and the Master Declaration, the Project Improvements are operated and maintained by the Master Association, at the Master Association's sole expense;

**WHEREAS**, the Project Improvements and the Public Improvements result in economic benefit to the Town, its residents, and sub-developers of property within the Town;

**WHEREAS**, the MDA and the Master Declaration contemplate that the Project may be developed in phases and additional land may be annexed into and made part of the Town and the Project and made subject to the Master Declaration;

**WHEREAS**, Wester States Ventures SG, LLC (the "Sub-Developer") is the record fee owner of certain real property located in Wasatch County, Utah, more fully described in Exhibit "A" hereinto (the "Deer Water Property"). A portion of the Deer Water Property is within the original boundaries of the Town and the Project and subject to and bound by the Master Declaration. As of the date of recording of this instrument, the remaining portion of the Deer Water Property now has been annexed into the Town;

**WHEREAS**, the Sub-Developer acknowledges that the Deer Water Property is benefitted by Public Improvements and the Master Association's operation and maintenance of the Project Improvements;

**WHEREAS**, the Sub-Developer desires to develop the Deer Water Property to include residential housing units, common area and facilities, and other improvements;

**WHEREAS**, consistent with the MDA, the Town has required, as a condition of final approval of a final plat for development of the Deer Water Property, that a supplemental declaration be recorded to annex the remaining portions of the Deer Water Property into the Master Association and bind the Deer Water Property and the units and other improvements constructed thereon to the terms and conditions of the Master Declaration;

**WHEREAS**, a final plat for development of the Deer Water Property has been or will be recorded with the Office of Recorder for Wasatch County, Utah; and

**WHEREAS**, the Sub-Developer now desires and intends that the Deer Water Property shall be made part of the Project and subject to the Master Declaration and the jurisdiction of the Master Association.

#### **SUPPLEMENT TO DECLARATION**

**NOW, THEREFORE**, for the reasons recited above, the Sub-Developer hereby executes this First Supplement to the Master Declaration.

1. Legal Description. The real property defined herein as the Deer Water Property and more fully described in Exhibit "A" hereto shall be and hereby is annexed into the Project. The Deer Water Property and all units constructed thereon shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Master Declaration, as it may be further supplemented or amended from time to time.

2. Annexation into Master Association. Consistent with the provisions of the Master Declaration, the Deer Water Property shall be and hereby is made subject to the Master Declaration, which, upon recordation of this instrument, shall constitute and effectuate the expansion of the Project making the Deer Water Property and the owners and occupants of units

constructed thereon subject to the powers, rights, duties, functions, and jurisdiction of the Master Association.

3. Deer Water Sub-Association. Consistent with the MDA and the Master Declaration, and the development agreement between the Town and the Sub-Developer, the Sub-Developer may form a sub-association to facilitate the development the Deer Water Property as a discrete subdivision within the Project.

4. Additional Covenants. Consistent with the Master Declaration and the development agreement between the Town and the Sub-Developer, the Sub-Developer may adopt additional covenants, conditions, and restrictions, and rules specific to the Deer Water Property, not inconsistent with the Master Declaration and other governing documents for the Master Association, which shall run with the land and shall be binding on the owners and occupants of units within the Deer Water Property.

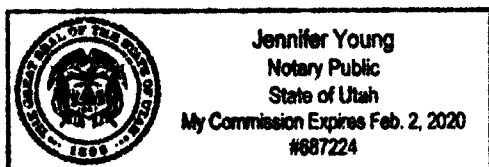
Dated this 25 day of October, 2017.

By: Nathan A. Brockbank  
Nathan A. Brockbank

Its: Western States Ventures SG, LLC  
Manager

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

Before me, on the 25 day of Oct, 2017, personally appeared Nak Brockbank in his capacity as the duly authorized representative of the corporation who acknowledged before me that he/she executed the foregoing instrument in such capacity.



Jennifer Young  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

DEER WATERS RESORT

Parcel ID 00-0021-2486 (Sugarplum Homes LC)

A parcel of land located in the Northwest Quarter of Section 17, Township 2 South, Range 2 [5] East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 89°33'19" West along the Section line 2888.605 feet from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 00°05'38" West 879.02 feet; thence South 89°28'38" West 1110.39 feet; thence North 00°15'12" East 880.56 feet to the Section line; thence North 89°33'19" East along said Section line 1107.92 feet to the point of beginning.

Less and excepting therefrom any portion thereof located within the bounds of the following described property, as deeded to the United States of America in that certain Warranty Deed recorded December 22, 1987 as Entry No. 144471 in Book 196 at Page 533 of Official Records:

A parcel of land for an expressway known as Project No. M[N]F-61: being part of an entire tract of property situate in the Northwest Quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning in the North line of said Section 17 at a point 150 feet radially distant Northeasterly from the centerline of said project, which point is approximately 802.33 feet South 89°33'11" West (highway bearing) from the North Quarter corner of said Section 17, thence Southeasterly 682.95 feet, more or less, along the arc of a 7489.437 foot radius curve to the left, to a point opposite Engineer Station 231+00.4 (Note: Tangent to said curve at its point of beginning bears South 46°46'31" East); thence South 52°00'00" East 70.26 feet, more or less, to the East boundary line of said entire tract; thence South 00°30'42" West (highway bearing) 352.88 feet, more or less, along said East line to a point 130.0 feet perpendicularly distant Southwesterly from said Centerline; thence North 52°00'00" West 285.02 feet, more or less, to a point opposite of said Engineer Station 231+00.47; thence North 51°14'33" West 203.89 feet; thence North 49°22'27" West 305.09 feet; thence North 52°35'46" West 551.52 feet, more or less, to said North line; thence North 89°33'11" East (highway bearing) 482.78 feet along said North line to the point of beginning.

## DEER WATERS RESORT

Parcel ID 00-0020-8161 (Western States Ventures LLC)

A parcel of land located in the West on[e]-half of the Northeast quarter and the East one-half of the Northwest Quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 89°33'19" West along the Section line 1778.805 feet and South 00°03'56" East 877.49 feet from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 00°03'56" East 875.55 feet; Thence South 89°23'57" West 1114.71 feet; Thence North 00°05'38" East 877.09 feet; Thence North 89°28'38" East 1112.25 feet to the point of beginning.

Subject to a 30.0 foot easement for ingress and egress to and from the Anita W. Mumford property 15.0 feet on each side of the following described centerline: Beginning at a point on the Northerly property line of the Evelyn W. Rodeback property, said point being North 89°28'38" East 50.0 feet from the Northwest corner of said property; Thence South 63°17'29" East 308.9 feet; Thence South 04°43'31" West 487.0 feet, more or less, to an existing dirt road.

Less and excepting therefrom any portion thereof located within the bounds of the following described property, as deeded to the United States of America in that certain Warranty Deed recorded December 22, 1987 as Entry No. 144471 in Book 196 at Page 533 of Official Records:

AS SURVEYED DESCRIPTION:

A parcel of land lying and situate in the Northeast and Southeast Quarters of the Northwest Quarter and the Northwest and Southwest Quarters of the Northeast Quarter of Section 17, Township 2 South, Range 5 East, Salt Lake base and Meridian. Comprising the 10.96 acres of land lying Southwesterly of State Road 248 (Project Number NF-61) being a part of that certain parcel of land described in that certain Personal Representatives Deed recorded as Entry 217742, in Book 437, at Page 91 of the Wasatch County Records. Basis of bearing for subject parcel being South 89°36'59" West 2619.54 feet measured between the BLM and Wasatch County monuments monumentalizing the north line of the Northwest Quarter of said Section 17. Subject parcel being more particularly described as follows:

Commencing at the East Quarter Corner of said Section 17, thence South 89°36'52" West 179.47 feet coincident with the north line of said Quarter Section; Thence South 00°08'33" West 878.83 feet to the True Point of Beginning; Thence North 89°31'55" East 36.88 feet to a point on the southerly right of way of said State Road 248; Thence the following three (3) courses coincident with said right of way 1) South 51°56'43" East 564.75 feet; 2) South 44°09'38" East 665.73 feet; 3) North 29°21'18" West 48.92 feet to a number five rebar and cap stamped "R POHL"; Thence South 89°26'52" West 971.68 feet; Thence North 00°08'33" East 877.41 feet to the point of beginning.