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Summit County Utah Recorder
07/10/2018 03:33:02 PM Fee \$230.00

When recorded Return to:
The Red Hawk Wildlife Preserve Foundation
P.O. Box 980845
Park City, Utah 84098

By FIRST AMERICAN - SUN PEAK
Electronically Recorded

SECOND AMENDMENT TO THE MUTUAL COOPERATION AND JOINT MAINTENANCE AGREEMENT

This Second Amendment to The Mutual Cooperation and Joint Maintenance Agreement ("The Agreement") is entered into this 13th day of April, 2018, by and between The Red Hawk Wildlife Preserve Foundation, as the Homeowners Association of the Ridges at Red Hawk Development ("Red Hawk HOA") also known as the Ranches at the Preserve and The Preserve Homeowner's Association ("Preserve HOA"), together ("The Parties") both located in Summit County, State of Utah.

RECITALS

- A. Red Hawk HOA and The Preserve developer entered into a Mutual Cooperation and Joint Maintenance Agreement on June, 11th, 2006 in order to provide the details of shared maintenance on community roadways. A copy is attached to this Amendment as Exhibit C. The Parties subsequently entered in to an amendment to The Agreement on March 23rd of 2012 to clarify certain aspects of The Agreement which is attached hereto as Exhibit D.
- B. The Red Hawk HOA and The Preserve HOA desire to amend Section 4 of The Amendment to the Mutual Cooperation and Joint Maintenance Agreement. This Second Amendment shall amend the provisions of The Amendment as set forth below and shall be binding upon all of the Properties shown on Exhibit D of The Agreement and any additional Property, annexation, expansion or supplement thereto:

NOW, THEREFORE, The Red Hawk HOA and The Preserve HOA agree to amend The Amendment as follows:

Section 4, titled "Snowplowing and Maintenance Cost Sharing" shall be amended in its entirety to read as follows:

4. Snowplowing and Maintenance Cost Sharing.

The Red Hawk HOA will be responsible for snow removal and maintenance payments to The Trails for The Trails entry. The Red Hawk HOA will be responsible for snow removal on all Red Hawk (plat A) roads. See attached Exhibits A and B.

The Preserve HOA will be responsible for snow removal and maintenance expenses for all of The Preserve roads. The Preserve HOA will also be responsible for all road repairs and

maintenance north of the Red Fox Road and Red Hawk Trail intersection except for the portion of Red Hawk Trail that serves Red Hawk lots 29 and 35. The Red Hawk HOA will be responsible for all road repairs and maintenance of all Plat A roads except for north of the Red Hawk Trail and Red Fox Road intersection. See Exhibits A and B.

The Red Hawk HOA and The Preserve HOA will each be individually responsible for determining their individual relationship with the Bitner Ranch Road Association which is specifically not a Party to this Amendment or any other contract or agreement between the Parties.

Further, nothing contained herein shall in anyway alter or Amend the rights of the Parties to the usage of the internal roads of the Parties as per existing agreements. Upon signature of this Second Amendment to the Mutual Cooperation and Joint Maintenance Agreement any payments past, present and or future which may have been owed to the Preserve HOA by the Red Hawk HOA are hereby extinguished.

Notice. All notices permitted or required hereunder shall be given in writing by certified mail, postage pre-paid as follows:

TO THE PRESERVE HOA:

The Preserve Homeowners Association
1750 Sunpeak Drive, Suite 175
Park City, UT 84098

TO THE RED HAWK HOA:

The Red Hawk HOA
c/o The Chairman of the Board of Trustees
P.O. Box 980845
Park City, Utah 84098

Authority and Execution of Agreement. The undersigned signatories represent and warrant that they have been duly authorized to execute this Amendment for and on behalf of the entities for whom they are signing the same, and to bind such entities by their signatures hereto. This Amendment may be executed in multiple parts as originals or by facsimile copies of executed originals.

ACCOMMODATION RECORDING ONLY

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company makes no representation as to the condition of title and hereby expressly disclaims any responsibility or liability for the content, validity, accuracy, sufficiency, or effects of the document.

2ND AMENDMENT TO THE MUTUAL COOPERATION AND JOINT MAINTENANCE AGREEMENT

Dated this day of , 2018

THE PRESERVE HOMEOWNERS ASSOCIATION

By:

Its:

STATE OF UTAH

COUNTY OF SUMMIT

On this day of , 2018 personally appeared before me

of The Preserve Homeowners Association,

the signer of the within instrument, who duly acknowledged to me that he

executed the same.

Notary Public

DATED this day of , 2018.

2ND AMENDMENT TO THE MUTUAL COOPERATION AND JOINT MAINTENANCE AGREEMENT

Dated this 13th day of April, 2018

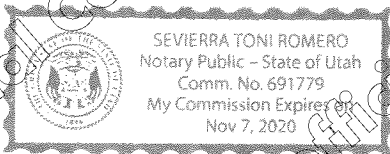
THE PRESERVE HOMEOWNERS ASSOCIATION

By: *Will Waller*
Will Waller
Its: *President*

STATE OF UTAH

COUNTY OF SUMMIT

On this 13 day of April, 2018 personally appeared before me
Will Waller of The Preserve Homeowners Association,
the signer of the within instrument, who duly acknowledged to me that he
executed the same.



[Signature]
Notary Public

DATED this 13 day of April, 2018.

2ND AMENDMENT TO THE MUTUAL COOPERATION AND JOINT MAINTENANCE AGREEMENT

Dated this 22 day of May, 2018

THE RED HAWK WILDLIFE PRESERVE FOUNDATION

By: 

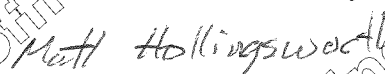
Matt HOLLINGSWORTH

Its: President

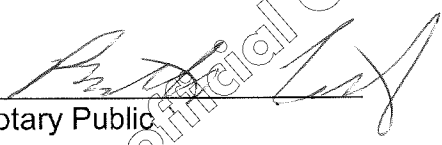
STATE OF UTAH

COUNTY OF SUMMIT

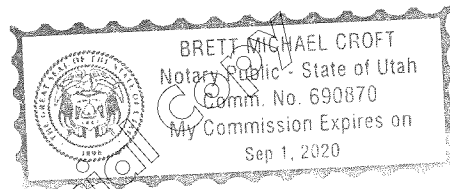
On this 22 day of May, 2018 personally appeared before me

 of the Red Hawk Wildlife Preserve

Foundation, the signer of the within instrument, who duly acknowledged to me that he executed the same.


Notary Public

DATED this 22 day of May, 2018.



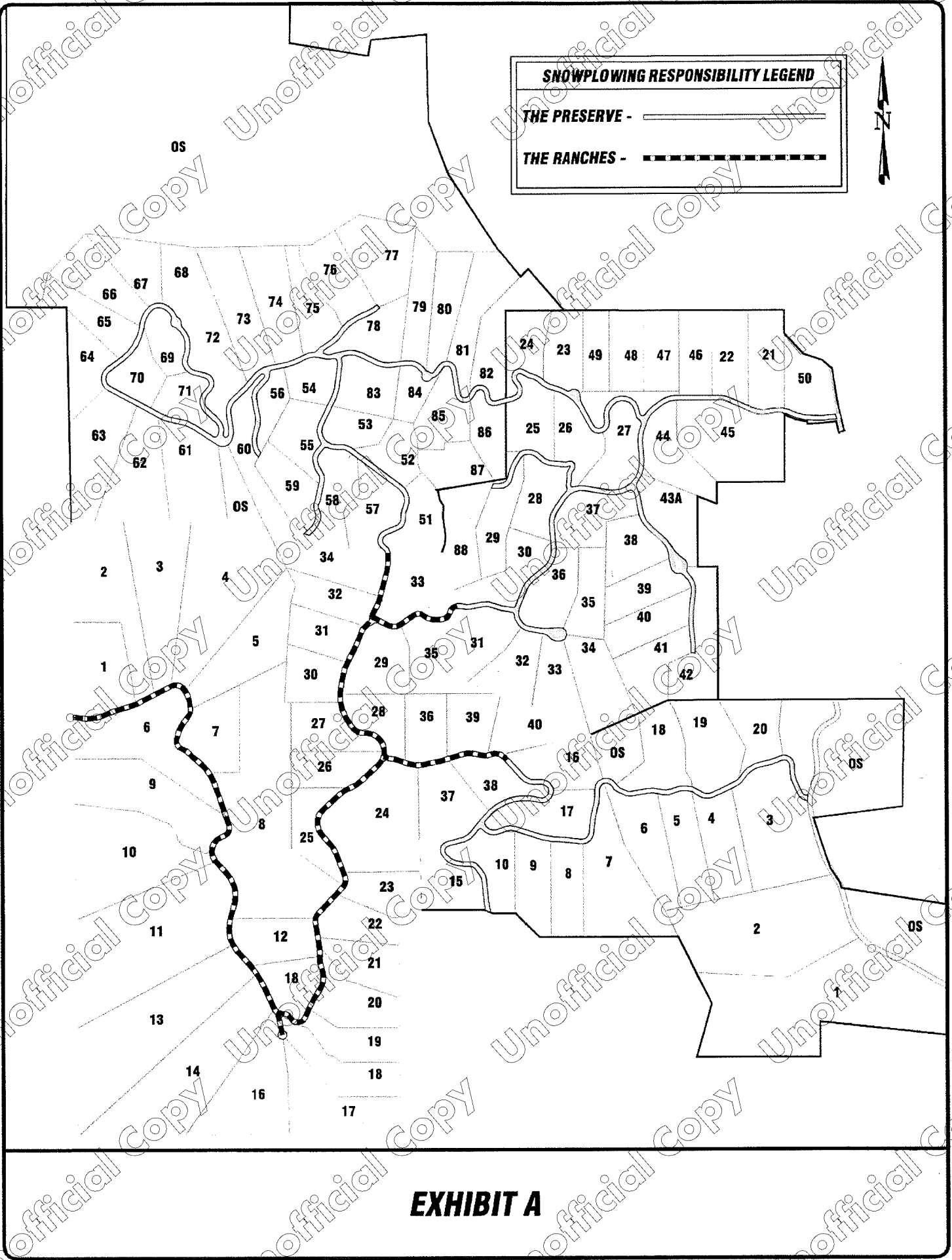


EXHIBIT A

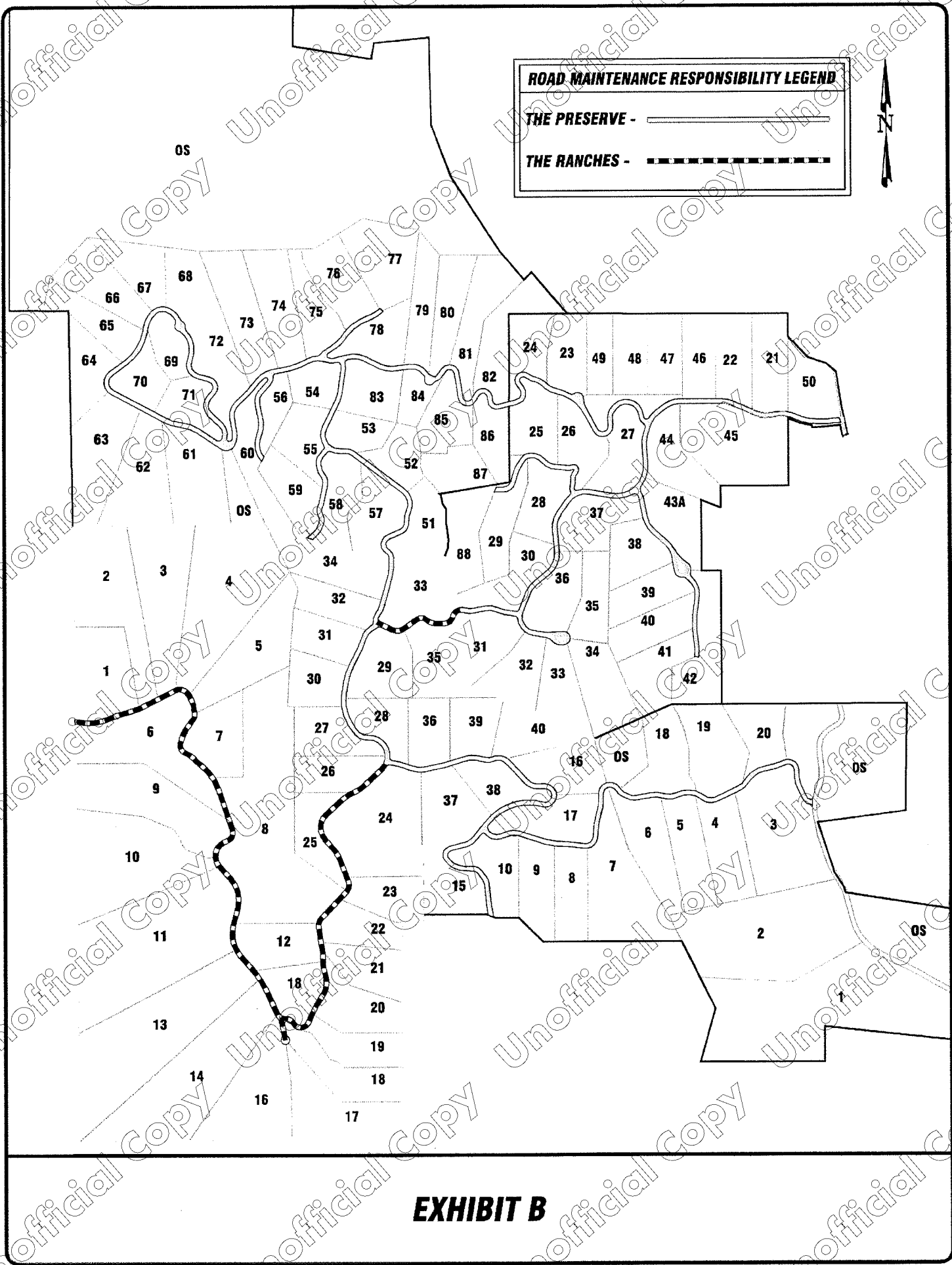


EXHIBIT B

LEGAL DESCRIPTION (1)

Legal Description

All Lots in The Ridge at Red Hawk, according to the plat thereof as recorded in the office of the Summit County Recorder, Summit County Utah, Entry No: 00479638 recorded May 28, 1997.

LEGAL DESCRIPTION (2)

1- LOTS 1 through 10 and 15 through 20 of THE PRESERVE as shown within The Preserve Phase I Plat recorded on December 17th, 2003 in Summit County, Utah as further described here:

PRESRV-1-1	PRESRV-1-6	PRESRV-1-15	PRESRV-1-20
PRESRV-1-2	PRESRV-1-7	PRESRV-1-16	
PRESRV-1-3	PRESRV-1-8	PRESRV-1-17	
PRESRV-1-4	PRESRV-1-9	PRESRV-1-18	
PRESRV-1-5	PRESRV-1-10	PRESRV-1-19	

2- LOTS 21 through 28 and 33 through 45 of THE PRESERVE as shown within The Preserve Phase II Plat recorded on December 7th, 2004 in Summit County, Utah as further described here:

PRESRV-2-21	PRESRV-2-27	PRESRV-2-36	PRESRV-2-41
PRESRV-2-22	PRESRV-2-28	PRESRV-2-37	PRESRV-2-42
PRESRV-2-23	PRESRV-2-33	PRESRV-2-38	PRESRV-2-43-1AM
PRESRV-2-24	PRESRV-2-34	PRESRV-2-39	PRESRV-2-44
PRESRV-2-25	PRESRV-2-35	PRESRV-2-40	PRESRV-2-45
PRESRV-2-26			

3- LOTS 51 through 87 of THE PRESERVE as shown within The Preserve Phase III Plat recorded on August 8th, 2007 in Summit County, Utah as further described here:

PRESRV-3-51	PRESRV-3-61	PRESRV-3-71	PRESRV-3-81
PRESRV-3-52	PRESRV-3-62	PRESRV-3-72	PRESRV-3-82
PRESRV-3-53	PRESRV-3-63	PRESRV-3-73	PRESRV-3-83
PRESRV-3-54	PRESRV-3-64	PRESRV-3-74	PRESRV-3-84
PRESRV-3-55	PRESRV-3-65	PRESRV-3-75	PRESRV-3-85
PRESRV-3-56	PRESRV-3-66	PRESRV-3-76	PRESRV-3-86
PRESRV-3-57	PRESRV-3-67	PRESRV-3-77	PRESRV-3-87
PRESRV-3-58	PRESRV-3-68	PRESRV-3-78	
PRESRV-3-59	PRESRV-3-69	PRESRV-3-79	
PRESRV-3-60	PRESRV-3-70	PRESRV-3-80	

4- Parcels SS-13-1, SS-13-2, SS-13-2A, and SS-13-3

**MUTUAL COOPERATION AND
JOINT MAINTENANCE
AGREEMENT**

This Mutual Cooperation and Joint Maintenance Agreement ("The Agreement") is entered into this ___ day of June, 2006, by and between The Red Hawk Wildlife Preserve Foundation, as the Homeowners Association of the Ridges at Red Hawk Development located in Summit County, State of Utah ("Red Hawk HOA"), The Preserve, L.L.C., owner of the Plat F property in the Ridges at Red Hawk Development and developer of The Preserve development abutting the Red Hawk Development ("The Preserve"), and Redhawk Development, LLC, a Utah limited liability company ("RHD").

RECITALS

- A. The Preserve owns all of the property within Plat F of the Ridges at Red Hawk Subdivision ("Plat F") with the exception of one lot owned by John Gaskill, who fully supports The Preserve's Plat F Development Plans submitted to Summit County;
- B. The Preserve desires to amend the Consent Agreement with Summit County, identified hereafter, to deannex Plat F from the Red Hawk Wildlife Foundation and to amend Plat F, and develop it as part of The Preserve pursuant to the Consent Agreement with Summit County dated May 1, 1997, as amended; and
- C. The Red Hawk HOA consents and agrees to the disconnection of Plat F from the Red Hawk Wildlife Foundation, the amendment of the Plat F plat as proposed by The Preserve, and development thereof as part of The Preserve, subject to the terms and provisions set forth hereafter.

NOW, THEREFORE, for good and valuable consideration, including the promises and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Resolution of Water Issues.

For the benefit of the Red Hawk Plat A lots, The Preserve will tender to Mountain Regional Water Company ("Mountain Regional") 47 water shares it or RHD holds in the Summit Water Company (the "Water Shares"). This transfer of the Water Shares shall be made concurrent with the completion of a survey and "as-built" plans reflecting the location of Mountain Regional Water Transfer Infrastructure located within Plat A and the lots located therein, and the execution of easements by the lot owners of the various lots in Plat A where the Mountain Regional Water Transfer Infrastructure is located, transferring and conveying these easement rights to Mountain Regional for existing infrastructure. Red Hawk HOA will not oppose any infrastructure improvements for Lots 4 and 34 as depicted on the drawing attached as Exhibit "A" hereto.

Upon completion of the foregoing, the parties are advised by Mountain Regional that the current Mountain Regional impact fee/connection fee will be reduced from \$28,083 to \$15,143 (for a 1.5 meter connection). This Agreement is entered into in reliance on this reduction amount and the rebate amount described below, which amounts are based on current impact/connection fees. Each of the Red Hawk Plat A lots without water shares (Lot 8 has its own) will receive the equivalent of 2 domestic water units, equating to approximately 1.2 acre feet. Mountain Regional has further represented that Red Hawk Plat A lot owners who have already paid the full \$28,083 connection fee will receive a rebate reducing the connection fee to \$15,143. The Preserve and Mr.

MacDonald have no control over actions taken by Mountain Regional in making subsequent changes to its impact fees/connection fees. Moreover, Mountain Regional requires other fees, charges and deposits that are not affected or reduced by tendering the water shares identified above.

2. Use and Construction of Roads.

The Red Hawk Plat A lot owners have the right to use The Preserve Plat B road (identified as the "Red Fox Road" in The Preserve Plats, but referred to herein as the "Plat B Road") for primary or secondary access and The Preserve lot owners have the reciprocal right to use the Red Hawk Plat A roads for primary or secondary access. However, Red Hawk Plat A lot owners cannot use the Plat B road for construction access, and The Preserve lot owners cannot use the Plat A roads for construction access.

The Preserve will complete construction and provide full maintenance for the entire north portion of the Plat A road (that portion of the Plat A road north of the Plat A road and Plat B road junction) (the "Northerly Plat A Road"). Plat A contains approximately 16,000 lineal feet of road, of which the Northerly Plat A Road comprises approximately 4,500 lineal feet.

The Red Hawk HOA and The Preserve will use their best efforts through the design review process of each HOA to enforce the construction traffic routing requirements so that all Plat A construction traffic only goes through the Jeremy Ranch entrance, and all of the Plat B and Plat F traffic only goes through The Preserve Plat B entrance.

3. Gates and Security.

The Red Hawk HOA and The Preserve will each be responsible for its own security system and capital expenses associated with any entry features/gate houses. However, The Preserve will make its security system features located at the Plat B entrance available to the Plat A lot owners for a nominal set up charge per owner. It is anticipated that this charge will not exceed \$100 per lot owner. Likewise, the Red Hawk HOA will make available to The Preserve lot owners the Red Hawk Plat A entrance security system access features for a nominal charge, not to exceed \$100.

The Preserve and the Red Hawk HOA shall each be responsible for the expenses incurred in its own access entry features and security systems. However, they will share security system maintenance costs (for gates, and security equipment, but not for gate houses and entry monuments) according to the sharing ratios set forth in paragraph 4 hereof. If the Red Hawk HOA determines to use the same type of security system on its western trail/Jeremy entrance that The Preserve is using on its Plat B entrance, The Preserve will cooperate with the Red Hawk HOA so that the systems can be fully integrated.

4. Snowplowing and Maintenance Cost Sharing.

The Red Hawk HOA and The Preserve will share snowplowing costs involving all roads in Plat A, Plat B, Plat F, Bitner Ranch Road and the Trails entrance road (the "Total Snowplowing Costs"). The Red Hawk HOA responsibility will be for its pro rata share, presently = 42% of the Total Snowplowing Costs (40 lots/96 lots at present = 42%) (the "Red Hawk HOA Cost Sharing Ratio"). The Preserve cost sharing ratio = 58% (56 lots/96 lots at present = 58%) (the "The Preserve Cost Sharing Ratio").

These cost sharing ratios will be adjusted in the future when the Glenwild Development sells and deannexes their 4 lots from The Preserve, Phase One. An adjustment will be made at that time resulting in a revised Red Hawk HOA Cost Sharing Ratio and a revised Preserve Cost Sharing Ratio, using the same formula set forth above, but reflecting the change in the total number of lots and the number of The Preserve lots.

The Preserve will be responsible for all road repairs and maintenance of the Plat B roads, Plat F roads, and the Northerly Plat A Road. The Red Hawk HOA will be responsible for all road repairs and maintenance of all Plat A roads except for the Northerly Plat A Road. The Red Hawk HOA and The Preserve HOA will each share responsibility for the share of the Bitner Ranch Road maintenance and snow removal cost allocable to the Red Hawk Wildlife Preserve (including Plat A, Plat B, and The Preserve) pursuant to existing agreements governing use and maintenance of the Bitner Ranch Road. The Bitner Ranch Road maintenance and snow removal costs will be allocated to the Red Hawk HOA and The Preserve HOA based on the Red Hawk HOA Cost Sharing Ratio and The Preserve Cost Sharing Ratio.

5. Option to Participate in Equestrian Facility.

The Preserve includes a 30 acre "Equestrian Parcel" on the southeast border of The Preserve. This parcel will support a ranch manager's house, The Preserve maintenance facilities, drive-by mailboxes, and an area for equestrian facilities. The equestrian facilities located on the Equestrian Parcel will be funded, constructed and maintained by any lot owners in The Preserve and the Red Hawk Plat A who desire to use the equestrian facilities. Consequently, it will be set up as an equestrian club where the club members finance and pay for all of the improvement and maintenance, and the

facilities will be limited to those member owners who participate fully in the funding, construction and maintenance of the equestrian facilities.

6. **Ex Officio Board Member Participation By The Preserve on the Red Hawk HOA.**

A representative designated by The Preserve will be permitted to participate, as an *Ex Officio*, nonvoting member, of the Red Hawk HOA Board of Trustees, or any successor organization. Initially, the *Ex Officio* member will be Cedar Jordan. However, The Preserve has the right to name successors as it may deem necessary or appropriate.

7. **Change of the Red Hawk Name.**

The Preserve is the owner of the intellectual property rights in and to the "Preserve" name and related marks. It is also the owner of all logos and art developed by The Preserve in connection with The Preserve name.

Red Hawk HOA may use, the word "Preserve" in the name "The Ranches at The Preserve" in designating or referring to the Red Hawk Plat A lots, under a limited license from The Preserve which is hereby granted to Red Hawk HOA, pursuant to the terms and conditions set forth hereafter. The right to use this name is limited and restricted, including as follows:

- a. The Preserve retains complete control over all aspects of the design, art, and general location of the Preserve name, artwork and logo. This includes, without limitation, The Preserve retaining final approval power over the design, artwork, logo, and general location to be used by Red Hawk HOA of "The Ranches at The Preserve" identification and branding.

b. The Red Hawk HOA, and any successors and assigns, may only use the word "Preserve" in the context of the name "The Ranches at The Preserve."

c. The Red Hawk HOA, and any successors and assigns, may only use art and logos associated with the name "The Ranches at The Preserve" that has been approved in writing by The Preserve.

d. When The Preserve has approved the design, logo, artwork and general location for Red Hawk HOA's use of the name "The Ranches at The Preserve," then Red Hawk HOA shall be allowed to use such approved design, logo and artwork for its signage, written communications, marketing, and promotion of Red Hawk Plat "A" lots in a reasonable manner.

e. Any approvals or consents required from The Preserve relating to the foregoing provisions shall not be unreasonably withheld. The purpose for requiring prior written approvals from The Preserve is to enable The Preserve to protect its intellectual property rights and interests in the "Preserve" name and brand, including as used in the name "The Ranches at The Preserve," or similar nomenclature.

f. The Red Hawk HOA shall have no rights to assign or transfer any use rights of the "Preserve" name or the name "The Ranches at the Preserve" other than to a successor home owners association created to govern the Red Hawk Plat A lots. The Red Hawk HOA, and any successors, must take all reasonable steps to protect the "Preserve" name and the name "The Ranches at the Preserve," or similar nomenclature, from any infringement or improper use.

g. The term of the license permitting the Red Hawk HOA to use the "Preserve" name and the name "The Ranches at The Preserve," shall be perpetual, subject to strict compliance with the terms and provisions of this agreement.

Failure to comply with the requirements hereof shall result in termination of the rights to use the "Preserve" name and the name "The Ranches at the Preserve" and any similar nomenclature, provided, however, that The Preserve shall provide Red Hawk HOA with written notice of any perceived violations of the terms of this agreement, in which event Red Hawk HOA shall have thirty (30) days to cure the violation and prevent the termination of its rights.

h. Use of the "Preserve" name and the "Ranches at The Preserve" is subject to further limitations and regulations reasonably necessary to protect and preserve the intellectual property rights of The Preserve in and to the "Preserve" name.

8. Consent by Red Hawk HOA to Development Applications and Plans of The Preserve.

Based upon the foregoing, the Red Hawk HOA agrees and consents to the modification of the Consent Agreement by Summit County as requested by The Preserve; the deannexation of Plat F from the Red Hawk Wildlife Foundation and the Red Hawk HOA; the vacation of Plat F as presently platted and recorded in Summit County; the modification, amendment, replatting and recording of Plat F as part of The Preserve; and the development plans of The Preserve with respect to Plat F and abutting properties.

9. Red Hawk HOA to Enforce Its Design Guidelines and CC&Rs.

Red Hawk HOA agrees that it will reasonably enforce its design guidelines and CC&Rs, and that if there are any future modifications thereof, such modifications will be

not less stringent than the existing design guidelines and CC&Rs. The purpose is to improve the quality of development in the Red Hawk Plat A and to protect and enhance The Preserves' rights and interests in The Preserve name, including as used in the phrase "The Ranches at The Preserve."

10. General Provisions.

a. Final Agreement. This Agreement, together with any Exhibits attached hereto and documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes any prior promises, representations, warranties, inducements or understandings between the parties.

b. Binding on Assigns. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors, assigns, lot owners, tenants, guests and invitees. The covenants, conditions, terms and provisions contained herein shall be deemed to run with the land.

c. Notice. All notices permitted or required hereunder shall be given in writing by certified mail, postage pre-paid as follows:

TO THE DEVELOPER OF THE PRESERVE:

The Preserve
c/o Kirkpatrick MacDonald
114 West 78th Street
New York City, NY 10024

With a Copy to:

Cedar Jordan
Heil Construction
2 South Main Street, #2A
Heber City, UT 84032-1800

And:

Kevin Egan Anderson, Esq.
Parry Anderson & Gardiner
1200 Eagle Gate Tower
60 East South Temple, Suite 1200
Salt Lake City, UT 84111

TO THE RED HAWK KOA:

The Red Hawk HOA
c/o The Chairman of the Board of Trustees (Presently Kipp Lassetter)

With a Copy to:

Paxton Guymon, Esq.
Miller Guymon, P.C.
165 Regent Street
Salt Lake City, Utah 84111

d. Mutual Cooperation. The parties hereto agree to execute such other documents, instruments, easements, plats, and other writings that may be reasonably necessary to effectuate the purposes and intent of this Agreement, and otherwise agree to reasonably cooperate with each other in accomplishing the purposes and intent of this Agreement.

e. Attorneys Fees. The Parties each agree that should they default in any of the covenants or agreements contained herein the prevailing party shall be entitled to recover reasonable attorneys fees incurred in connection with enforcing this agreement or in pursuing any right provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is provided by filing suit or

otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

f. No Partnership Created. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

g. Amendment in Writing. This Agreement may be amended only in writing signed by the Parties hereto.

h. Runs With The Land. This Agreement, and the terms and provisions hereof shall be deemed to run with the land and may be recorded against the land.

i. No Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

j. Joint Draftsmanship. Both parties to this Agreement have been represented by counsel who have been materially and significantly involved in the drafting of this document. Consequently, this document shall not be considered to have been drafted by one party or the other, but shall be deemed to have been jointly drafted by both parties.

k. Authority and Execution of Agreement. The undersigned signatories represent and warrant that they have been duly authorized to execute this Agreement for and on behalf of the entities for whom they are signing the same, and to bind such entities by their signatures hereto. This Agreement may be

executed in multiple parts as originals or by facsimile copies of executed originals.

DATED this 21 day of ~~June~~ ^{November}, 2006.

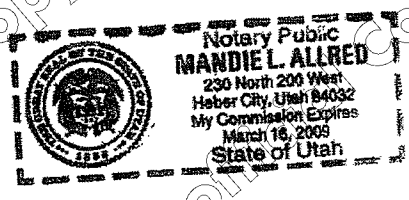
THE PRESERVE, LLC

By: _____
Its: MANAGING MEMBER

STATE OF UTAH)
 :SS
COUNTY OF Wasatch)

On this 21 day of November, 2006, personally appeared before me Patrick McDonald, the managing member of The Preserve, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public



DATED this ___ day of June, 2006.

THE RED HAWK WILDLIFE PRESERVE FOUNDATION

By: _____
Its: _____

executed in multiple parts as originals or by facsimile copies of executed originals.

DATED this ___ day of June, 2006.

THE PRESERVE, LLC

By: _____
Its: _____

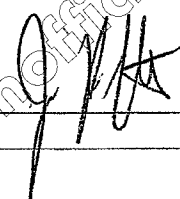
STATE OF UTAH)
 :SS
COUNTY OF _____)

On this ___ day of _____, 2006, personally appeared before me _____, the _____ of The Preserve, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

DATED this 21 day of ^{Aug.} ~~June~~, 2006.

**THE RED HAWK WILDLIFE
PRESERVE FOUNDATION**

By: 
Its: _____

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

On this 21 day of August, 2006, personally appeared before me
J. Kipp Lassetter, the President of the Red Hawk HOA the
signer of the within instrument, who duly acknowledged to me that he/she executed the
same.



Carrie A. Blair
Notary Public

DATED this ___ day of June, 2006.

REDHAWK DEVELOPMENT, LLC

By: _____
Kirkpatrick MacDonald, Manager

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On this ___ day of _____, 2006, personally appeared before me
Kirkpatrick MacDonald, as Manager of Redhawk Development, LLC, the signer of the
within instrument, who duly acknowledged to me that he executed the same.

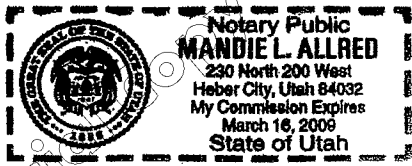
Notary Public

STATE OF UTAH)
 :ss
COUNTY OF _____)

On this _____ day of _____, 2006, personally appeared before me
_____, the _____ of the _____ the
signer of the within instrument, who duly acknowledged to me that he/she executed the
same.

Notary Public

DATED this 27th day of ~~June~~, 2006.



REDHAWK DEVELOPMENT, LLC

By: _____
Kirkpatrick MacDonald, Manager

STATE OF UTAH)
 :ss
COUNTY OF Wasatch)

On this 28 day of December, 2006, personally appeared before me
Kirkpatrick MacDonald, as Manager of Redhawk Development, LLC, the signer of the
within instrument, who duly acknowledged to me that he executed the same.

Notary Public

Exhibit D - to 2018 2nd Amendment

**AMENDMENT TO THE MUTUAL COOPERATION AND
JOINT MAINTENANCE AGREEMENT**

This Amendment to The Mutual Cooperation and Joint Maintenance Agreement ("The Agreement") is entered into this 23rd day of March, 2012, by and between The Red Hawk Wildlife Preserve Foundation, as the Homeowners Association of the Ridges at Red Hawk Development ("Red Hawk HOA") and The Preserve Homeowner's Association ("Preserve HOA"), both located in Summit County, State of Utah.

RECITALS

- A. Red Hawk HOA and The Preserve developer entered into a Mutual Cooperation and Joint Maintenance Agreement on June, 11th, 2006 in order to provide the details of shared maintenance on community roadways. A copy is attached to this Amendment as Exhibit C.
- B. The Redhawk HOA and The Preserve HOA desire to Amend Sections 3 and 4 of The Agreement and to add a new Section 11. This Amendment shall amend provisions of the Agreement as set forth below and shall be binding upon all of the Properties shown on Exhibit D and any additional Property, annexation, expansion or supplement thereto.

NOW, THEREFORE, The Redhawk HOA and The Preserve HOA agree to amend The Agreement as follows:

Section 3, titled "Gates and Security" shall be amended in its entirety to read as follows:

3. Gates and Security.

The Red Hawk HOA and The Preserve HOA will each be responsible for its own security system and capital expenses associated with any entry features/gate houses. However,

The Preserve will make its security system features located at the Phase I (Red Fox Road) entrance available to the Red Hawk HOA lot owners for a nominal set up charge per owner. It is anticipated that this charge will not exceed \$100 per lot owner.

Likewise, the Red Hawk HOA will make available to The Preserve HOA lot owners the Red Hawk Jeremy Ranch entrance security system access features for a nominal charge, not to exceed \$100. The Preserve HOA and the Red Hawk HOA shall each be responsible for the expenses incurred in its own access entry features and security systems.

Section 4, titled "Snowplowing and Maintenance Cost Sharing" shall be amended in its entirety to read as follows

4. Snowplowing and Maintenance Cost Sharing.

. The Red Hawk HOA will be responsible for snow removal and maintenance payments to The Trails for The Trails entry. The Red Hawk HOA will be responsible for snow removal on all Red Hawk (Plat A) roads. See attached Exhibits A and B.

The Preserve HOA will be responsible for snow removal and maintenance expenses for all of The Preserve roads. The Preserve HOA will also be responsible for all road repairs and maintenance north of the Red Fox Road and Red Hawk Trail intersection except for the portion of Red Hawk Trail that serves Red Hawk lots 29 and

35. The Red Hawk HOA will be responsible for all road repairs and maintenance of all Plat A roads except for north of the Red Hawk Trail and Red Fox Road intersection. See Exhibits A and B. The Red Hawk HOA and The Preserve HOA will each share responsibility for the share of the Bitner Ranch Road maintenance and snow removal cost pursuant to existing and future agreements governing use and maintenance of the Bitner Ranch Road.

11. Preserve Design Review Committee Approvals and Compliance

As The Preserve is responsible for the maintenance of portions of Red Hawk roads, The Preserve's Design Review Committee (PDRC) will be a part of the review process for any application made by a Red Hawk home owner for Red Hawk lots 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, and 40. The PDRC only reviews the portion of the application that relates to driveway access design or any other impacts occurring 50 (fifty) feet from the centerline of the road. The PDRC and the Red Hawk Design Review Committee (RHDC) shall work together to ensure that access, drainage, and other construction related matters do not negatively affect the roadway. The PDRC will review and provide comments timely. The RHDC has the final determination for approval or denial of any application. The PDRC and RHDC will monitor the course of construction to ensure the integrity of the roadway is maintained during the course of construction. If infractions occur, the PDRC will notify the RHDC via email of the infraction. The RHDC will then take corrective action according to its CC&Rs and Design Guideline requirements. Following completion of the home, the PDRC will continue to monitor the access and lot to ensure roadway integrity. If an issue is noted,

the PDRC will inform the RHDRC via email. The RHDRC will then take corrective action according to its CC&Rs and Design Guideline requirements. If, at any time during the course of construction or during occupation of the residence, damage is caused to the right of way by action of the lot owner, their contractors, or others responsible to the lot owner, the lot owner shall be responsible for the timely repair of said damage.

Notice. All notices permitted or required hereunder shall be given in writing by certified mail, postage pre-paid as follows:

TO THE PRESERVE HOA:

The Preserve Homeowners Association
3407 Big Spruce Way
Park City, UT 84098

TO THE RED HAWK KOA:

The Red Hawk HOA
c/o The Chairman of the Board of Trustees
P.O. Box 980845
Park City, Utah 84098

With a Copy to:

Paxton Guymon, Esq.
Miller Guymon, P.C.
165 Regent Street
Salt Lake City, Utah 84111

Authority and Execution of Agreement. The undersigned signatories represent and warrant that they have been duly authorized to execute this Amendment for and on behalf of the entities for whom they are signing the same, and to bind such entities by their signatures hereto. This Amendment may be executed in multiple parts as originals or by facsimile copies of executed originals.

DATED this 23rd day of March, 2012.

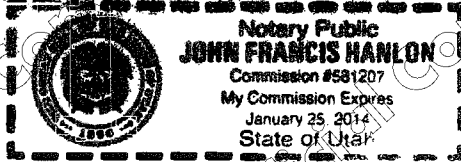
THE PRESERVE HOMEOWNERS ASSOCIATION

By: [Signature]
Cedar Jordan

Its: Vice President/Secretary

STATE OF UTAH)
COUNTY OF Summit) :ss

On this 23rd day of March, 2012, personally appeared before me Cedar Jordan, the Vice President/Secretary of The Preserve, the signer of the within instrument, who duly acknowledged to me that he executed the same.



[Signature]
Notary Public

DATED this 21st day of March, 2012.

THE RED HAWK WILDLIFE PRESERVE FOUNDATION

By: [Signature]
Brad Krassner

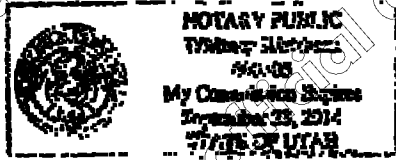
Its: President

STATE OF UTAH)
COUNTY OF Summit) :ss


On this 21st day of March, 2012, personally appeared before me Brad Krassner, the President of the Red Hawk Foundation the


signer of the within instrument, who duly acknowledged to me that he/she executed the same.


Notary Public



SNOWPLOWING RESPONSIBILITY LEGEND

THE PRESERVE - 

THE RANCHES - 

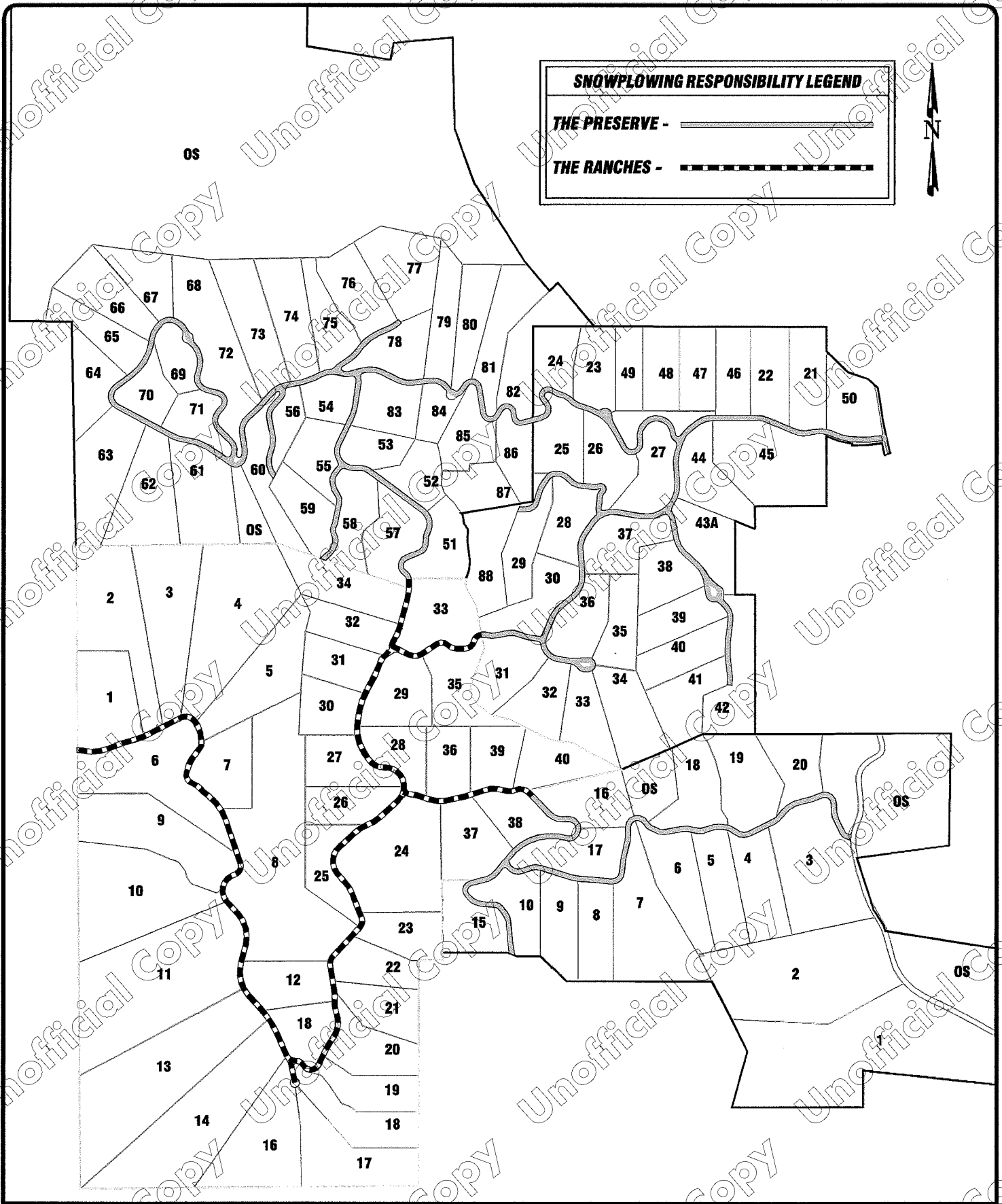




EXHIBIT A

ROAD MAINTENANCE RESPONSIBILITY LEGEND

THE PRESERVE - 

THE RANCHES - 

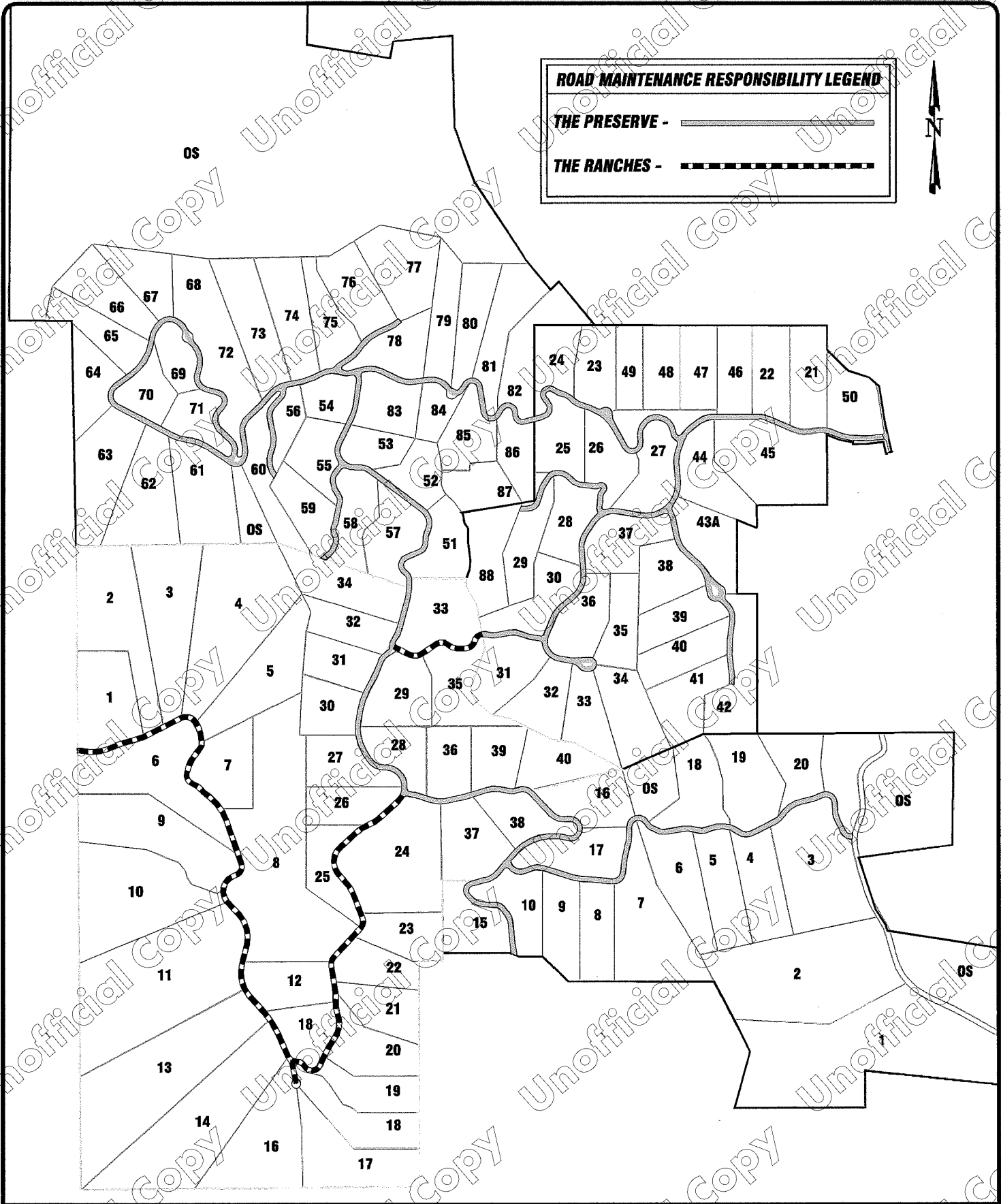


EXHIBIT B

**MUTUAL COOPERATION AND
JOINT MAINTENANCE
AGREEMENT**

This Mutual Cooperation and Joint Maintenance Agreement ("The Agreement") is entered into this day of June, 2006, by and between The Red Hawk Wildlife Preserve Foundation, as the Homeowners Association of the Ridges at Red Hawk Development located in Summit County, State of Utah ("Red Hawk HOA"), The Preserve, L.L.C., owner of the Plat F property in the Ridges at Red Hawk Development and developer of The Preserve development abutting the Red Hawk Development ("The Preserve"), and Redhawk Development, LLC, a Utah limited liability company ("RHD").

RECITALS

- A. The Preserve owns all of the property within Plat F of the Ridges at Red Hawk Subdivision ("Plat F") with the exception of one lot owned by John Gaskill, who fully supports The Preserve's Plat F Development Plans submitted to Summit County;
- B. The Preserve desires to amend the Consent Agreement with Summit County, identified hereafter, to deannex Plat F from the Red Hawk Wildlife Foundation and to amend Plat F, and develop it as part of The Preserve pursuant to the Consent Agreement with Summit County dated May 1, 1997, as amended; and
- C. The Red Hawk HOA consents and agrees to the disconnection of Plat F from the Red Hawk Wildlife Foundation, the amendment of the Plat F plat as proposed by The Preserve, and development thereof as part of The Preserve, subject to the terms and provisions set forth hereafter.

NOW, THEREFORE, for good and valuable consideration, including the promises and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Resolution of Water Issues.

For the benefit of the Red Hawk Plat A lots, The Preserve will tender to Mountain Regional Water Company ("Mountain Regional") 47 water shares it or RHD holds in the Summit Water Company (the "Water Shares"). This transfer of the Water Shares shall be made concurrent with the completion of a survey and "as-built" plans reflecting the location of Mountain Regional Water Transfer Infrastructure located within Plat A and the lots located therein, and the execution of easements by the lot owners of the various lots in Plat A where the Mountain Regional Water Transfer Infrastructure is located, transferring and conveying these easement rights to Mountain Regional for existing infrastructure. Red Hawk HOA will not oppose any infrastructure improvements for Lots 4 and 34 as depicted on the drawing attached as Exhibit "A" hereto.

Upon completion of the foregoing, the parties are advised by Mountain Regional that the current Mountain Regional impact fee/connection fee will be reduced from \$28,083 to \$15,143 (for a 1.5 meter connection). This Agreement is entered into in reliance on this reduction amount and the rebate amount described below, which amounts are based on current impact/connection fees. Each of the Red Hawk Plat A lots without water shares (Lot 8 has its own) will receive the equivalent of 2 domestic water units, equating to approximately 1.2 acre feet. Mountain Regional has further represented that Red Hawk Plat A-lot owners who have already paid the full \$28,083 connection fee will receive a rebate reducing the connection fee to \$15,143. The Preserve and Mr.

MacDonald have no control over actions taken by Mountain Regional in making subsequent changes to its impact fees/connection fees. Moreover, Mountain Regional requires other fees, charges and deposits that are not affected or reduced by tendering the water shares identified above.

2. Use and Construction of Roads.

The Red Hawk Plat A lot owners have the right to use The Preserve Plat B road (identified as the "Red Fox Road" in The Preserve Plats, but referred to herein as the "Plat B Road") for primary or secondary access and The Preserve lot owners have the reciprocal right to use the Red Hawk Plat A roads for primary or secondary access. However, Red Hawk Plat A lot owners cannot use the Plat B road for construction access, and The Preserve lot owners cannot use the Plat A roads for construction access.

The Preserve will complete construction and provide full maintenance for the entire north portion of the Plat A road (that portion of the Plat A road north of the Plat A road and Plat B road junction) (the "Northerly Plat A Road"). Plat A contains approximately 16,000 lineal feet of road, of which the Northerly Plat A Road comprises approximately 4,500 lineal feet.

The Red Hawk HOA and The Preserve will use their best efforts through the design review process of each HOA to enforce the construction traffic routing requirements so that all Plat A construction traffic only goes through the Jeremy Ranch entrance, and all of the Plat B and Plat F traffic only goes through The Preserve Plat B entrance.

3. Gates and Security.

The Red Hawk HOA and The Preserve will each be responsible for its own security system and capital expenses associated with any entry features/gate houses.

However, The Preserve will make its security system features located at the Plat B entrance available to the Plat A lot owners for a nominal set up charge per owner. It is anticipated that this charge will not exceed \$100 per lot owner. Likewise, the Red Hawk HOA will make available to The Preserve lot owners the Red Hawk Plat A entrance security system access features for a nominal charge, not to exceed \$100.

The Preserve and the Red Hawk HOA shall each be responsible for the expenses incurred in its own access entry features and security systems. However, they will share security system maintenance costs (for gates, and security equipment, but not for gate houses and entry monuments) according to the sharing ratios set forth in paragraph 4 hereof. If the Red Hawk HOA determines to use the same type of security system on its western trail/Jeremy entrance that The Preserve is using on its Plat B entrance, The Preserve will cooperate with the Red Hawk HOA so that the systems can be fully integrated.

4. Snowplowing and Maintenance Cost Sharing.

The Red Hawk HOA and The Preserve will share snowplowing costs involving all roads in Plat A, Plat B, Plat F, Bitner Ranch Road and the Trails entrance road (the "Total Snowplowing Costs"). The Red Hawk HOA responsibility will be for its pro rata share, presently = 42% of the Total Snowplowing Costs (40 lots/96 lots at present = 42%) (the "Red Hawk HOA Cost Sharing Ratio"). The Preserve cost sharing ratio = 58% (56 lots/96 lots at present = 58%) (the "The Preserve Cost Sharing Ratio").

These cost sharing ratios will be adjusted in the future when the Glenwild Development sells and deannexes their 4 lots from The Preserve, Phase One. An adjustment will be made at that time resulting in a revised Red Hawk HOA Cost Sharing Ratio and a revised Preserve Cost Sharing Ratio, using the same formula set forth above, but reflecting the change in the total number of lots and the number of The Preserve lots.

The Preserve will be responsible for all road repairs and maintenance of the Plat B roads, Plat F roads, and the Northerly Plat A Road. The Red Hawk HOA will be responsible for all road repairs and maintenance of all Plat A roads except for the Northerly Plat A Road. The Red Hawk HOA and The Preserve HOA will each share responsibility for the share of the Bitner Ranch Road maintenance and snow removal cost allocable to the Red Hawk Wildlife Preserve (including Plat A, Plat B, and The Preserve) pursuant to existing agreements governing use and maintenance of the Bitner Ranch Road. The Bitner Ranch Road maintenance and snow removal costs will be allocated to the Red Hawk HOA and The Preserve HOA based on the Red Hawk HOA Cost Sharing Ratio and The Preserve Cost Sharing Ratio.

5. Option to Participate in Equestrian Facility.

The Preserve includes a 30 acre "Equestrian Parcel" on the southeast border of The Preserve. This parcel will support a ranch manager's house, The Preserve maintenance facilities, drive-by mailboxes, and an area for equestrian facilities. The equestrian facilities located on the Equestrian Parcel will be funded, constructed and maintained by any lot owners in The Preserve and the Red Hawk Plat A who desire to use the equestrian facilities. Consequently, it will be set up as an equestrian club where the club members finance and pay for all of the improvement and maintenance, and the

facilities will be limited to those member owners who participate fully in the funding, construction and maintenance of the equestrian facilities.

6. **Ex Officio Board Member Participation By The Preserve on the Red Hawk HOA.**

A representative designated by The Preserve will be permitted to participate, as an *Ex Officio*, nonvoting member, of the Red Hawk HOA Board of Trustees, or any successor organization. Initially, the *Ex Officio* member will be Cedar Jordan. However, The Preserve has the right to name successors as it may deem necessary or appropriate.

7. **Change of the Red Hawk Name.**

The Preserve is the owner of the intellectual property rights in and to the "Preserve" name and related marks. It is also the owner of all logos and art developed by The Preserve in connection with The Preserve name.

Red Hawk HOA may use, the word "Preserve" in the name "The Ranches at The Preserve" in designating or referring to the Red Hawk Plat A lots, under a limited license from The Preserve which is hereby granted to Red Hawk HOA, pursuant to the terms and conditions set forth hereafter. The right to use this name is limited and restricted, including as follows:

- a. The Preserve retains complete control over all aspects of the design, art, and general location of the Preserve name, artwork and logo. This includes, without limitation, The Preserve retaining final approval power over the design, artwork, logo, and general location to be used by Red Hawk HOA of "The Ranches at The Preserve" identification and branding.

b. The Red Hawk HOA, and any successors and assigns, may only use the word "Preserve" in the context of the name "The Ranches at The Preserve."

c. The Red Hawk HOA, and any successors and assigns, may only use art and logos associated with the name "The Ranches at The Preserve" that has been approved in writing by The Preserve.

d. When The Preserve has approved the design, logo, artwork and general location for Red Hawk HOA's use of the name "The Ranches at The Preserve," then Red Hawk HOA shall be allowed to use such approved design, logo and artwork for its signage, written communications, marketing, and promotion of Red Hawk Plat "A" lots in a reasonable manner.

e. Any approvals or consents required from The Preserve relating to the foregoing provisions shall not be unreasonably withheld. The purpose for requiring prior written approvals from The Preserve is to enable The Preserve to protect its intellectual property rights and interests in the "Preserve" name and brand, including as used in the name "The Ranches at The Preserve," or similar nomenclature.

f. The Red Hawk HOA shall have no rights to assign or transfer any use rights of the "Preserve" name or the name "The Ranches at the Preserve" other than to a successor home owners association created to govern the Red Hawk Plat A lots. The Red Hawk HOA, and any successors, must take all reasonable steps to protect the "Preserve" name and the name "The Ranches at the Preserve," or similar nomenclature, from any infringement or improper use.

g. The term of the license permitting the Red Hawk HOA to use the "Preserve" name and the name "The Ranches at The Preserve," shall be perpetual, subject to strict compliance with the terms and provisions of this agreement.

Failure to comply with the requirements hereof shall result in termination of the rights to use the "Preserve" name and the name "The Ranches at the Preserve" and any similar nomenclature, provided, however, that The Preserve shall provide Red Hawk HOA with written notice of any perceived violations of the terms of this agreement, in which event Red Hawk HOA shall have thirty (30) days to cure the violation and prevent the termination of its rights.

h. Use of the "Preserve" name and the "Ranches at The Preserve" is subject to further limitations and regulations reasonably necessary to protect and preserve the intellectual property rights of The Preserve in and to the "Preserve" name.

8. Consent by Red Hawk HOA to Development Applications and Plans of The Preserve.

Based upon the foregoing, the Red Hawk HOA agrees and consents to the modification of the Consent Agreement by Summit County as requested by The Preserve; the deannexation of Plat F from the Red Hawk Wildlife Foundation and the Red Hawk HOA; the vacation of Plat F as presently platted and recorded in Summit County; the modification, amendment, replatting and recording of Plat F as part of The Preserve; and the development plans of The Preserve with respect to Plat F and abutting properties.

9. Red Hawk HOA to Enforce Its Design Guidelines and CC&Rs.

Red Hawk HOA agrees that it will reasonably enforce its design guidelines and CC&Rs, and that if there are any future modifications thereof, such modifications will be

not less stringent than the existing design guidelines and CC&Rs. The purpose is to improve the quality of development in the Red Hawk Plat A and to protect and enhance The Preserves' rights and interests in The Preserve name, including as used in the phrase "The Ranches at The Preserve."

10. General Provisions.

a. Final Agreement. This Agreement, together with any Exhibits attached hereto and documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes any prior promises, representations, warranties, inducements or understandings between the parties.

b. Binding on Assigns. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors, assigns, lot owners, tenants, guests and invitees. The covenants, conditions, terms and provisions contained herein shall be deemed to run with the land.

c. Notice. All notices permitted or required hereunder shall be given in writing by certified mail, postage pre-paid as follows:

TO THE DEVELOPER OF THE PRESERVE:

The Preserve
c/o Kirkpatrick MacDonald
114 West 78th Street
New York City, NY 10024

With a Copy to:

Cedar Jordan
Heil Construction
2 South Main Street, #2A
Heber City, UT 84032-1800

And:

Kevin Egan Anderson, Esq.
Parry Anderson & Gardiner
1200 Eagle Gate Tower
60 East South Temple, Suite 1200
Salt Lake City, UT 84111

TO THE RED HAWK KOA:

The Red Hawk HOA
c/o The Chairman of the Board of Trustees (Presently Kipp Lassetter)

With a Copy to:

Paxton Guymon, Esq.
Miller Guymon, P.C.
165 Regent Street
Salt Lake City, Utah 84111

d. Mutual Cooperation. The parties hereto agree to execute such other documents, instruments, easements, plats, and other writings that may be reasonably necessary to effectuate the purposes and intent of this Agreement, and otherwise agree to reasonably cooperate with each other in accomplishing the purposes and intent of this Agreement.

e. Attorneys Fees. The Parties each agree that should they default in any of the covenants or agreements contained herein the prevailing party shall be entitled to recover reasonable attorneys fees incurred in connection with enforcing this agreement or in pursuing any right provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is provided by filing suit or

otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

f. No Partnership Created. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

g. Amendment in Writing. This Agreement may be amended only in writing signed by the Parties hereto.

h. Runs With The Land. This Agreement, and the terms and provisions hereof shall be deemed to run with the land and may be recorded against the land.

i. No Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

j. Joint Draftsmanship. Both parties to this Agreement have been represented by counsel who have been materially and significantly involved in the drafting of this document. Consequently, this document shall not be considered to have been drafted by one party or the other, but shall be deemed to have been jointly drafted by both parties.

k. Authority and Execution of Agreement. The undersigned signatories represent and warrant that they have been duly authorized to execute this Agreement for and on behalf of the entities for whom they are signing the same, and to bind such entities by their signatures hereto. This Agreement may be

executed in multiple parts as originals or by facsimile copies of executed originals.

November
DATED this 21 day of June, 2006.

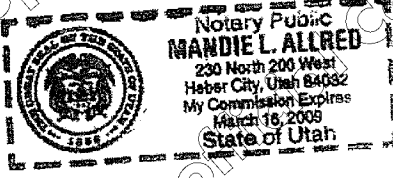
THE PRESERVE, LLC

By: _____
Its: MANAGING MEMBER

STATE OF UTAH)
 :SS
COUNTY OF Wasatch)

On this 21 day of November, 2006, personally appeared before me Mark Patrick McDonald, the Managing Member of The Preserve, the signer of the within instrument, who duly acknowledged to me that he executed the same.

[Signature]
Notary Public



DATED this ___ day of June, 2006.

THE RED HAWK WILDLIFE PRESERVE FOUNDATION

By: _____
Its: _____

executed in multiple parts as originals or by facsimile copies of executed originals.

DATED this ___ day of June, 2006.

THE PRESERVE, LLC

By: _____
Its: _____

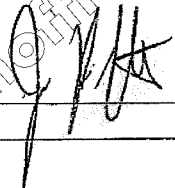
STATE OF UTAH)
)ss
COUNTY OF _____)

On this ___ day of _____, 2006, personally appeared before me _____, the _____ of The Preserve, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

DATED this 21 day of ^{Aug.} ~~June~~, 2006.

**THE RED HAWK WILDLIFE
PRESERVE FOUNDATION**

By: 
Its: _____

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

On this 21 day of August, 2006, personally appeared before me
J. Kipp Lassetter, the President of the Red Hawk HOA the
signer of the within instrument, who duly acknowledged to me that he/she executed the
same.



Carrie A. Blair
Notary Public

DATED this ___ day of June, 2006.

REDHAWK DEVELOPMENT, LLC

By: _____
Kirkpatrick MacDonald, Manager

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On this ___ day of _____, 2006, personally appeared before me
Kirkpatrick MacDonald, as Manager of Redhawk Development, LLC, the signer of the
within instrument, who duly acknowledged to me that he executed the same.

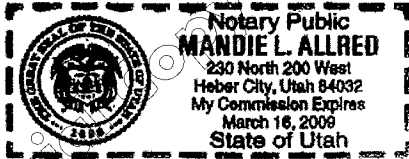
Notary Public

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On this _____ day of _____, 2006, personally appeared before me
_____, the _____ of the _____ the
signer of the within instrument, who duly acknowledged to me that he/she executed the
same.

Notary Public

DATED this 27 day of ~~June~~, 2006.



REDHAWK DEVELOPMENT, LLC

By: _____
Kirkpatrick MacDonald, Manager

STATE OF UTAH)
)
) :ss
COUNTY OF Wasatch)

On this 28 day of December 2006, personally appeared before me
Kirkpatrick MacDonald, as Manager of Redhawk Development, LLC, the signer of the
within instrument, who duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT D:

1- LOTS 1 through 10 and 15 through 20 and Open Spaces of THE PRESERVE as shown within The Preserve Phase I Plat recorded on December 17th, 2003 in Summit County, Utah as further described here:

PRESRV-1-1	PRESRV-1-6	PRESRV-1-15	PRESRV-1-20
PRESRV-1-2	PRESRV-1-7	PRESRV-1-16	PRESRV-1-OS-1
PRESRV-1-3	PRESRV-1-8	PRESRV-1-17	PRESRV-1-OS-2
PRESRV-1-4	PRESRV-1-9	PRESRV-1-18	PRESRV-1-OS-3
PRESRV-1-5	PRESRV-1-10	PRESRV-1-19	PRESRV-1-OS-4

2- LOTS 21 through 28 and 33 through 45 of THE PRESERVE as shown within The Preserve Phase II Plat recorded on December 7th, 2004 in Summit County, Utah as further described here:

PRESRV-2-21	PRESRV-2-27	PRESRV-2-36	PRESRV-2-41
PRESRV-2-22	PRESRV-2-28	PRESRV-2-37	PRESRV-2-42
PRESRV-2-23	PRESRV-2-33	PRESRV-2-38	PRESRV-2-43-1AM
PRESRV-2-24	PRESRV-2-34	PRESRV-2-39	PRESRV-2-44
PRESRV-2-25	PRESRV-2-35	PRESRV-2-40	PRESRV-2-45
PRESRV-2-26			

3- LOTS 51 through 87 and Opens Spaces of THE PRESERVE as shown within The Preserve Phase III Plat recorded on August 8th, 2007 in Summit County, Utah as further described here:

PRESRV-3-51	PRESRV-3-61	PRESRV-3-71	PRESRV-3-81
PRESRV-3-52	PRESRV-3-62	PRESRV-3-72	PRESRV-3-82
PRESRV-3-53	PRESRV-3-63	PRESRV-3-73	PRESRV-3-83
PRESRV-3-54	PRESRV-3-64	PRESRV-3-74	PRESRV-3-84
PRESRV-3-55	PRESRV-3-65	PRESRV-3-75	PRESRV-3-85
PRESRV-3-56	PRESRV-3-66	PRESRV-3-76	PRESRV-3-86
PRESRV-3-57	PRESRV-3-67	PRESRV-3-77	PRESRV-3-87
PRESRV-3-58	PRESRV-3-68	PRESRV-3-78	PRESRV-3-OS-1
PRESRV-3-59	PRESRV-3-69	PRESRV-3-79	PRESRV-3-OS-2
PRESRV-3-60	PRESRV-3-70	PRESRV-3-80	PRESRV-3-OS-3

4- Parcels SS-13-1, SS-13-2, SS-13-2A, and SS-13-3

5- LOTS 1 through 40 of The Ranches at The Preserve as shown within The Ridge at Red Hawk Plat recorded on May 28th, 1997 in Summit County, Utah as further described here:

RRH-1	RRH-2	RRH-3	RRH-4
RRH-5	RRH-6	RRH-7	RRH-8
RRH-9	RRH-10	RRH-11	RRH-12
RRH-13	RRH-14	RRH-15	RRH-16
RRH-17	RRH-18	RRH-19	RRH-20
RRH-21	RRH-22	RRH-23	RRH-24
RRH-25	RRH-26	RRH-27	RRH-28
RRH-29	RRH-30	RRH-31	RRH-32
RRH-33	RRH-34	RRH-35	RRH-36
RRH-37	RRH-38	RRH-39	RRH-40