

When Recorded Mail to:
The Cove @ Sun Peak, L.L.C.
923 East Executive Blvd.
#A
S.L.C. Utah 84117

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, CONDITIONS AND RESTRICTIONS FOR
THE COVE AT SUN PEAK**

This Amendment to the Protective Covenants (CC&R'S) of The Cove at Sun Peak, Summit County, Utah, hereinafter called the "Declaration" is made on this 8th day of June, 1998, by The Cove at Sun Peak, L.L.C., a Utah Limited Liability Company, hereinafter referred to as the "Owner" pursuant to Title 57, Chapter 8 of the Utah Code.

Those certain Protective Covenants dated June 6, 1996, recorded as entry number 456155, Book 971, Page (s) 91 are hereby amended as follows:

Paragraph 1.9 shall be deleted.

00537260 Bk01252 Pg00065-00072
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 APR 27 16:03 PM FEE \$24.00 BY DMG
REQUEST: MERRILL TITLE COMPANY

Paragraph 3.4 (d) shall be amended and replaced to state:

(d) That portion of the Property of up to a maximum of 12 feet at the rear yard of the twin home units is deemed as Limited Common Area. The individual owners can partition this Limited Common Area into rear yards appurtenant to each unit through the use of landscaping, shrubbery and trees. The Exact location of these partitions will be determined in the field based on the Assessment of views, the utility of the yard area and the efficient layout of the space and must be approved at the sole discretion of the Association. The Association, with approval of the affected Owners, may approve adjustments in the locations of these areas without a formal amendment of the Map or adjustment of the percentage of Common Area Ownership. When so approved by the Association or by the Declarant, this area shall be designated and function as the private back yard of the Unit. Within this Limited Common Area, it is anticipated that there will be some elements that are the maintenance obligation of the Association, and other elements or improvements that are the sole obligation of the Owner. No fencing shall be permitted within the Limited Common or Common Areas.

Paragraph 4.4 (a) shall be amended and replaced to state:

(a) Common Services and Expenses. The following items of maintenance and operating expenses will be paid through the Association as Common Area expenses by all owners within the Project:

Snow removal, maintenance and repairs on the private roads shown on the map, snow removal on the individual driveways, the pathway connecting Cove Canyon Drive along the front of the property, any other Association improvements installed in or adjacent to the public rights of ways, and the internal trail serving more than one unit;

Liability insurance on Common Areas, Common playground equipment (if any), and any insurance on officers and directors, insurance in relation to construction of Common Area

Improvements or repairs;

Maintenance, repair, and re-construction of Common Area improvements, including mowing, sprinkling, landscaping, playground or picnic area equipment, etc., including periodic maintenance and other common area improvements;

Utility charges for lighting, irrigating, or other utilities used in conjunction with Common Area maintenance or use;

Project administrative costs, including mailing, office expenses, bookkeeping, accounting, legal and other professional services required, bank charges, and other administrative expenses for the efficient management of the project;

Other items of common area expense as required by law.

The Association will be responsible for the maintenance and repair of exterior building surfaces, berms, walks, decks, patios, and other improvements constructed by the Declarant as part of the initial construction of the Project, or later installed by the Association.

Paragraph 4.4 (c) shall be amended and replaced to state:

(c) Owner Maintenance Obligations. The following items are the responsibility of the Owner for his or her Unit, and will not be paid for as Common Area Expenses:

Snow removal on entry walks and sidewalks serving the Unit;

Maintenance and replacement of decks and patios within the Limited Common Area and concrete flatwork driveways, and entry walks;

Casualty insurance on Owner's contents within the Unit, and betterments, improvements, or upgrades to interior finishes, cabinetry, or other fixtures, and liability insurance on the Owner's Unit and limited common areas used in conjunction with that Unit;

Utility costs for the Unit, including electrical, gas, telephone, cable television, sewer service, garbage collection fees, and other utility services or similar charges related to the use and occupation of the Unit;

Interior maintenance and repairs, including paint, floor coverings, fireplaces and flues, furnaces, water heaters and other mechanical equipment and appliances, non-load bearing walls, all drywall, ceilings, interior doors, glass replacement on exterior windows, garage floor flatwork, garage door operations, automatic garage door openers and damage to garage doors, and any other equipment, devices, or appliances installed by Owner;

Maintenance and repair of sewer lateral lines serving the Unit.

Paragraph 5.3 shall be amended and restated as follows:

5.3 No Business or Commercial Uses. No portion of any Unit may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Units for purposes of a construction office or sales office during the actual period of construction and sale of the Project, (b) the use of Common Area for storage of construction materials, equipment or a plant nursery in conjunction with the construction of the Project, or (c.) the use by any Owner of his Unit for a home occupation as defined by applicable ordinance. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Unit to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Project. No materials, machinery, equipment, or inventory associated with any home occupation may be stored outside of any Unit or on any Common Area or Limited Common Area. No signs associated with any home occupation are permitted.

Paragraph 5.6 shall be amended and restated as follows:

5.6 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Limited Common Area. No propane tanks or oil tanks may be installed within the Project except for temporary heat during construction. Heating is to be natural gas supplied by utility pipeline.

Paragraph 5.7 shall be amended and restated as follows:

5.7 Service Yards. All clothes lines, service yards, hot tubs, spas, play ground equipment, and exterior mechanical equipment must be within the Limited Common Area. Earth tone painted wood play ground equipment no greater than 10 feet in height is permitted. Any plastic or metal play ground equipment must be less than 6 feet in height. Equipment exceeding these heights is prohibited.

Paragraph 5.16 shall be amended and replaced to state:

5.16 Kennels. Invisible or fenceless dog runs maybe placed only in the Limited Common Area appurtenant to the Owner's Unit. The Owner will maintain any dog run area in a clean and sanitary manner to that there are no annoying odors affecting other Units. The Association may require an Owner to remove nuisance pets due to noise, running at large, sanitary violations, or other violations of applicable ordinances.

EXHIBIT "B" shall be replaced with the attached EXHIBIT "B".

WITNESS the hand of said Owner, this 21st day of April, ~~1998~~ 1999.

DECLARANT:

00537260 Bk01252 Pg00067

Signed in the presence of:

[Signature]

THE COVE AT SUN PEAK L.L.C.
A Utah Limited Liability Company
By: CAPTAIN DEVELOPMENT, L.L.C.
A Nevada Limited Liability Company
Authorized Member
By: *Gerald H. Rice*
GERALD H. RICE, MANAGER

By: *Michael J. Kermizis*
MJK, Utah, L.L.C.
Michael J. Kermizis, its Authorized Member

By: *Michael Wright*
Bunker Family Partnership
Michael Wright, its Authorized Member

By: *Daniel K. Naylor*
Daniel K. Naylor, Individual

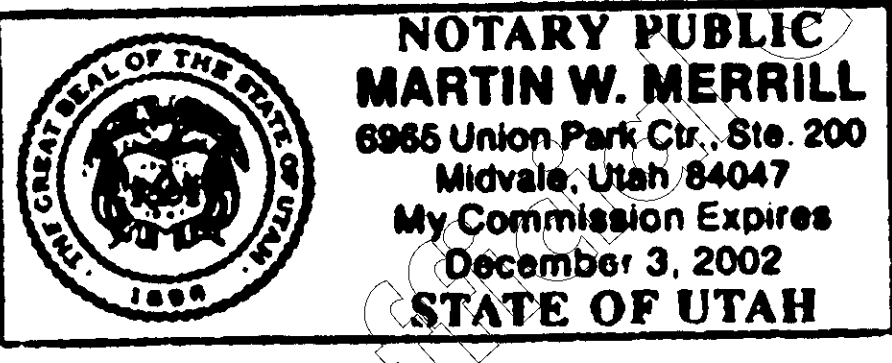
State of Utah)
Salt Lake :ss
County of Summit)

On the 21st Day of April, 1999, the foregoing Declaration of Condominium for The Cove at Sun Peak was acknowledged before me by the above named signers who personally appeared before me, and being by me duly sworn declared that they are the members and organizers of The Cove at Sun Peak, L.L.C., and that they signed the foregoing Declaration.

In witness whereof, I have set my hand and seal this 21st Day of April, 1999.

[Signature]
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
12/3/2002



00537260 Bk01252 Pg00068

March, 1999

EXHIBIT B

Last Update: 3/30/99

Winter Park at Sun Peak Condominiums - Ownership Interests

A	B	C	D	E	F	G	H	I
Developer Unit Number	Plat Bldg. No. Street Address	Unit No.	Unit Type	Unit Square Feet*	Project Common Area Ownership %	Condominium Common Area Ownership %	Sun Peak Homeowners Assn. Votes	The Cove at Sun Peak Homeowners Association Votes
1	1A 5090CC	A	The Innsbruck	1983	1.06	1.24	1	0.94
2	1A 5090CC	B	The Innsbruck	2023	1.08	1.26	1	0.96
3	2A 5100CC	A	The Innsbruck	1888	1.01	1.18	1	0.90
4	2A 5100CC	B	The Innsbruck	1896	1.01	1.18	1	0.90
5	3A 5110CC	A	The Innsbruck	1983	1.06	1.24	1	0.94
6	3A 5110CC	B	The Innsbruck	2023	1.08	1.26	1	0.96
7	4A 5120CC	A	The Innsbruck	2023	1.08	1.26	1	0.96
8	4A 5120CC	B	The Innsbruck	1983	1.06	1.24	1	0.94
9	1B 5121CC	B	The Calgary	2259	1.21	1.41	1	1.07
10	1B 5121CC	A	The Calgary	2259	1.21	1.41	1	1.07
11	2B 5131CC	B	The Calgary	2259	1.21	1.41	1	1.07
12	2B 5131CC	A	The Calgary	2259	1.21	1.41	1	1.07
13	5A 5130CC	A	The Innsbruck	1888	1.01	1.18	1	0.90
14	5A 5130CC	B	The Innsbruck	1896	1.01	1.18	1	0.90
15	6A 5140CC	A	The Innsbruck	1983	1.06	1.24	1	0.94
16	6A 5140CC	B	The Innsbruck	2023	1.08	1.26	1	0.96
17	7A 5150CC	A	The Innsbruck	2023	1.08	1.26	1	0.96
18	7A 5150CC	B	The Innsbruck	1983	1.06	1.24	1	0.94
19	3B 5141CC	B	The Calgary	2259	1.21	1.41	1	1.07
20	3B 5141CC	A	The Calgary	2259	1.21	1.41	1	1.07
21	4B 5151CC	B	The Calgary	2259	1.21	1.41	1	1.07
22	4B 5151CC	A	The Calgary	2259	1.21	1.41	1	1.07
23	5B 5161CC	B	The Calgary	2259	1.21	1.41	1	1.07
24	5B 5161CC	A	The Calgary	2259	1.21	1.41	1	1.07
25	1C 5171CC	B	The St. Moritz	2419	1.29	1.51	1	1.15
26	1C 5171CC	A	The St. Moritz	2419	1.29	1.51	1	1.15
27	2C 5181CC	B	The St. Moritz	2250	1.20	1.41	1	1.07
28	2C 5181CC	A	The St. Moritz	2250	1.20	1.41	1	1.07
29	3C 5191CC	A	The St. Moritz	2419	1.29	1.51	1	1.15
30	3C 5191CC	B	The St. Moritz	2419	1.29	1.51	1	1.15
31	4C 5201CC	A	The St. Moritz	2419	1.29	1.51	1	1.15
32	4C 5201CC	B	The St. Moritz	2419	1.29	1.51	1	1.15
33	5C 5211CC	A	The St. Moritz	2250	1.20	1.41	1	1.07
34	5C 5211CC	B	The St. Moritz	2250	1.20	1.41	1	1.07
35	6B 5180BR	B	The Calgary	2259	1.21	1.41	1	1.07
36	6B 5180BR	A	The Calgary	2259	1.21	1.41	1	1.07
37	7B 5190BR	B	The Calgary	2259	1.21	1.41	1	1.07
38	7B 5190BR	A	The Calgary	2259	1.21	1.41	1	1.07
39	8B 5200BR	A	The Calgary	2259	1.21	1.41	1	1.07
40	8B 5200BR	B	The Calgary	2259	1.21	1.41	1	1.07
41	8A 5195BR	A	The Innsbruck	1983	1.06	1.24	1	0.94
42	8A 5195BR	B	The Innsbruck	2023	1.08	1.26	1	0.96
43	9A 5205BR	A	The Innsbruck	1888	1.01	1.18	1	0.90
44	9A 5205BR	B	The Innsbruck	1896	1.01	1.18	1	0.90
45	10A 5215BR	A	The Innsbruck	1983	1.06	1.24	1	0.94
46	10A 5215BR	B	The Innsbruck	2023	1.08	1.26	1	0.96
47	9B 5210BR	A	The Calgary	2259	1.21	1.41	1	1.07
48	9B 5210BR	B	The Calgary	2259	1.21	1.41	1	1.07
49	6C 5221CC	A	The St. Moritz	2250	1.20	1.41	1	1.07
50	6C 5221CC	B	The St. Moritz	2250	1.20	1.41	1	1.07

Winter Park at Sun Peak Condominiums - Ownership Interests

A	B	C	D	E	F	G	H	I	
Dev Unit Number	Bldg. No.	Street Address	Unit No.	Unit Type	Unit Square Feet*	Project Common Area Ownership %	Condominium Common Area Ownership %	Sun Peak Homeowners Assn. Votes	The Cove at Sun Peak Homeowners Association Votes
51	7C	5231CC	A	The St. Moritz	2250	1.20	1.41	1	1.07
52	7C	5231CC	B	The St. Moritz	2250	1.20	1.41	1	1.07
53	8C	5241CC	A	The St. Moritz	2419	1.29	1.51	1	1.15
54	8C	5241CC	B	The St. Moritz	2419	1.29	1.51	1	1.15
55	9C	5251CC	A	The St. Moritz	2419	1.29	1.51	1	1.15
56	9C	5251CC	B	The St. Moritz	2419	1.29	1.51	1	1.15
57	11A	5252CC	A	The Innsbruck	1983	1.06	1.24	1	0.94
58	11A	5252CC	B	The Innsbruck	2023	1.08	1.26	1	0.96
59	12A	5254CC	A	The Innsbruck	1888	1.01	1.18	1	0.90
60	12A	5254CC	B	The Innsbruck	1896	1.01	1.18	1	0.90
61	13A	5256CC	A	The Innsbruck	1983	1.06	1.24	1	0.94
62	13A	5256CC	B	The Innsbruck	2023	1.08	1.26	1	0.96
63		5133CC	100	Lillehammer #1	1419	0.76	0.89	1	0.68
64		5133CC	101	Lillehammer #1	1604	0.86	1.00	1	0.76
65		5133CC	102	Lillehammer #1	1419	0.76	0.89	1	0.68
66		5135CC	103	Lillehammer #2	1419	0.76	0.89	1	0.68
67		5135CC	104	Lillehammer #2	1604	0.86	1.00	1	0.76
68		5135CC	105	Lillehammer #2	1419	0.76	0.89	1	0.68
69		5133CC	200	Lillehammer #1	1268	0.68	0.79	1	0.60
70		5133CC	201	Lillehammer #1	1455	0.78	0.91	1	0.69
71		5133CC	202	Lillehammer #1	1268	0.68	0.79	1	0.60
72		5135CC	203	Lillehammer #2	1268	0.68	0.79	1	0.60
73		5135CC	204	Lillehammer #2	1455	0.78	0.91	1	0.69
74		5135CC	205	Lillehammer #2	1268	0.68	0.79	1	0.60
75		5133CC	300	Lillehammer #1	1501	0.80	0.94	1	0.71
76		5133CC	301	Lillehammer #1	1577	0.84	0.99	1	0.75
77		5133CC	302	Lillehammer #1	1501	0.80	0.94	1	0.71
78		5135CC	303	Lillehammer #2	1501	0.80	0.94	1	0.71
79		5135CC	304	Lillehammer #2	1577	0.84	0.99	1	0.75
80		5135CC	305	Lillehammer #2	1501	0.80	0.94	1	0.71
Total Square Footage					160066		100.00%		
Estate Homesites:									
81	5300CH	Lot 1		3000	1.60			2	1.43
82	5320CH	Lot 2		3000	1.60			2	1.43
83	5340CH	Lot 3		3000	1.60			2	1.43
84	5360CH	Lot 4		3000	1.60			2	1.43
85	5380CH	Lot 5		3000	1.60			2	1.43
86	5400CH	Lot 6		3000	1.60			2	1.43
87	5420CH	Lot 7		3000	1.60			2	1.43
88	5440CH	Lot 8		3000	1.60			2	1.43
89	5460CH	Lot 9		3000	1.60			2	1.43
					187066	100.00%		98	89

CC-Cove Canyon Drive
BR-Bear Ridge Road
CH-Cove Hollow Lane

*Square footages exclude garage, patios and deck spaces.
**3000 Square feet is pro-rata share of ownership interest in The Cove at Sun Peak Common Area. Actual Home size will not affect this number.
***Sun Peak Votes refers to the number of votes in the Sun Peak Homeowners Association. It is based upon the Master Declaration of Covenants, Conditions and Restrictions for the Sun Peak Community. (Section 6.04, Parcels 19 and 20)
****The Cove at Sun Peak Homeowners Assn. Votes refers to the owners votes in this homeowners association. It is based on % of ownership in project.
Average Unit Size 2101.87

sa...Votus123\WPOWNINT.HOA

March, 1999

Last modified: 3/30/99

Winter Park at Sun Peak Condominiums - Dues Structure

A	B	C	D	E	F	G				
Develop	Plat			Unit	Project	Condominium	Monthly	Monthly	Total	
Unit	Bldg.	Street	Unit	Square	Common Area	Common Area	Common	Condo	Monthly	
Number	No.	Address	No.	Feet*	Ownership %	Ownership %	Dues	Dues	Dues	
1	1A	5090CC	A	The Innsbruck	1983	1.06	1.24	\$61	\$87	\$149
2	1A	5090CC	B	The Innsbruck	2023	1.08	1.26	\$63	\$89	\$152
3	2A	5100CC	A	The Innsbruck	1888	1.01	1.18	\$58	\$83	\$141
4	2A	5100CC	B	The Innsbruck	1896	1.01	1.18	\$59	\$83	\$142
5	3A	5110CC	A	The Innsbruck	1983	1.06	1.24	\$61	\$87	\$149
6	3A	5110CC	B	The Innsbruck	2023	1.08	1.26	\$63	\$89	\$152
7	4A	5120CC	A	The Innsbruck	2023	1.08	1.26	\$63	\$89	\$152
8	4A	5120CC	B	The Innsbruck	1983	1.06	1.24	\$61	\$87	\$149
9	1B	5121CC	B	The Calgary	2259	1.21	1.41	\$70	\$99	\$169
10	1B	5121CC	A	The Calgary	2259	1.21	1.41	\$70	\$99	\$169
11	2B	5131CC	B	The Calgary	2259	1.21	1.41	\$70	\$99	\$169
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14	5A	5130CC	B	The Innsbruck	1896	1.01	1.18	\$59	\$83	\$142
15	6A	5140CC	A	The Innsbruck	1983	1.06	1.24	\$61	\$87	\$149
16	6A	5140CC	B	The Innsbruck	2023	1.08	1.26	\$63	\$89	\$152
17	7A	5150CC	A	The Innsbruck	2023	1.08	1.26	\$63	\$89	\$152
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Winter Park at Sun Peak Condominiums - Dues Structure

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54	8C	5241CC	B	The St. Moritz	2419	1.29	1.51	\$75	\$106	\$181
55	9C	5251CC	A	The St. Moritz	2419	1.29	1.51	\$75	\$106	\$181
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63		5133CC	100	Lillehammer #1	1419	0.76	0.89	\$44	\$62	\$106
64		5133CC	101	Lillehammer #1	1604	0.86	1.00	\$50	\$71	\$120
65		5133CC	102	Lillehammer #1	1419	0.76	0.89	\$44	\$62	\$106
66		5135CC	103	Lillehammer #2	1419	0.76	0.89	\$44	\$62	\$106
67		5135CC	104	Lillehammer #2	1604	0.86	1.00	\$50	\$71	\$120
68		5135CC	105	Lillehammer #2	1419	0.76	0.89	\$44	\$62	\$106
69		5133CC	200	Lillehammer #1	1268	0.68	0.79	\$39	\$56	\$95
70		5133CC	201	Lillehammer #1	1455	0.78	0.91	\$45	\$64	\$109
71		5133CC	202	Lillehammer #1	1268	0.68	0.79	\$39	\$56	\$95
72		5135CC	203	Lillehammer #2	1268	0.68	0.79	\$39	\$56	\$95
73		5135CC	204	Lillehammer #2	1455	0.78	0.91	\$45	\$64	\$109
74		5135CC	205	Lillehammer #2	1268	0.68	0.79	\$39	\$56	\$95
75		5133CC	300	Lillehammer #1	1501	0.80	0.94	\$46	\$66	\$112
76		5133CC	301	Lillehammer #1	1577	0.84	0.99	\$49	\$69	\$118
77		5133CC	302	Lillehammer #1	1501	0.80	0.94	\$46	\$66	\$112
78		5135CC	303	Lillehammer #2	1501	0.80	0.94	\$46	\$66	\$112
79		5135CC	304	Lillehammer #2	1577	0.84	0.99	\$49	\$69	\$118
80		5135CC	305	Lillehammer #2	1501	0.80	0.94	\$46	\$66	\$112
Total Square Footage of (160066		100.00%			
Estate Homesites:										
81	5300CH	Lot 1			3000	1.60		\$93	\$0	\$93
82	5320CH	Lot 2			3000	1.60		\$93	\$0	\$93
83	5340CH	Lot 3			3000	1.60		\$93	\$0	\$93
84	5360CH	Lot 4			3000	1.60		\$93	\$0	\$93
85	5380CH	Lot 5			3000	1.60		\$93	\$0	\$93
86	5400CH	Lot 6			3000	1.60		\$93	\$0	\$93
87	5420CH	Lot 7			3000	1.60		\$93	\$0	\$93
88	5440CH	Lot 8			3000	1.60		\$93	\$0	\$93
89	5460CH	Lot 9			3000	1.60		\$93	\$0	\$93
					187066	100	BUDGET	\$5,785.00	\$7,040.00	\$12,825
								\$5,785.00	\$7,040.00	

CC-Cove Canyon Drive
BR-Bear Ridge Road
CH-Cove Hollow Lane

*Square footages exclude garage, patios and deck spaces.
 **3000 Square feet is pro-rata share of ownership interest in The Cove at Sun Peak Common Area, Actual Home size will not affect this number.
 ***Sun Peak Votes refers to the number of votes in the Sun Peak Homeowners Association. It is based upon the Master Declaration of Covenants, Conditions and Restrictions for the Sun Peak Community. (Section 6.04, Parcels 19 and 20)
 ****The Cove at Sun Peak Homeowners Assn. Votes refers to the owners votes in this homeowners association. It is based on % of ownership in project.
 Average Unit Size 2101.87