

PAGE () INDEX () ABSTRACT () PLAT () CHECK ()

When Recorded, Mail to:

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1132 South 500 West
Salt Lake City, Utah 84101

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WASATCH CO RECORDER-ELIZABETH M PARCELL
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REQUEST: HEBER RANCHES LLC

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WOLF CREEK RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH (this "Declaration"), is made this 1st day of September, 1998, by HEBER RANCHES, L.L.C., a Utah limited liability company ("Heber Ranches"), and ASPEN RIDGE RANCHES, L.L.C., a Utah limited liability company ("Aspen"), (Heber Ranches and Aspen are collectively referred to below as "Declarant").

RECITALS:

A. The parties identified herein as Declarant own certain real property (the "Property") located in Wasatch County, Utah, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Property within the Subdivision subject to a general plan of development and subject to certain covenants, conditions and restrictions, all as set forth in this Declaration, which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Parcels.

ARTICLE I

DECLARATION

1.1 Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Parcels. It is the intention of the Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Parcels. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth

4

herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Association, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of the Subdivision Improvements, or from using any Parcel owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with applicable County ordinances.

ARTICLE II

DEFINITIONS

2.2 Unless the context clearly requires the application of a more general meaning, the following terms, whether capitalized or not, when used in this Declaration, shall have the following meanings:

"Additional Land" shall mean that certain real property adjacent to or in the vicinity of the Property that is owned or controlled by Declarant, which is located in Wasatch County, Utah and which is identified on the map attached hereto as Exhibit "B" and incorporated herein by this reference.

"Architectural/Technical Committee" shall mean the committee created under Article V of this Declaration.

"Area of Disturbance" shall mean the 10 acre portion of each Parcel within which the Owner may construct Permitted Improvements according to the terms and conditions of this Declaration. The 10 acre Area of Disturbance for each Parcel may be selected by the Owner of such Parcel, subject to the approval of the Architectural/Technical Committee. However, the Area of Disturbance must be located within the Buildable Area for such Parcel, which Buildable Area is identified on the Constraints Map.

"Association" shall mean the Wolf Creek Ranch Homeowners Association, Inc., a Utah non-profit corporation.

"Barn" shall mean an agricultural outbuilding intended for the care and occupancy of horses or other livestock with storage areas for supplies, tack, equipment and livestock feed.

"Buildable Area" shall mean the portion of each Parcel which is identified on the Constraints Map as the Buildable Area for such Parcel, within which area the Owner of such

Parcel may designate the location of the 10 acre Area of Disturbance for such Parcel, which designation shall be subject to the approval of the Architectural/Technical Committee.

“Common Areas” shall mean those portions of the Subdivision designated on the Plat as Common Areas, which shall be owned, improved and maintained by the Association for the equal and common benefit of and used by the Owners of all of the Parcels within the Subdivision.

“Conservation Easement” shall mean the perpetual, irrevocable conservation easement which was granted by the Declarant to The Utah Open Lands Conservation Association, Inc. (the “Conservation Easement Grantee”) prior to the recordation in the Office of the Recorder of Wasatch County, Utah of the Plat and of this Declaration, which Conservation Easement pertains to and affects the entire Subdivision, other than the Areas of Disturbance and other than the approximately twenty-five (25) acre parcel comprising a portion of Common Areas as shown on the Plat. The uses permitted by the Conservation Easement on the Property within the Subdivision are consistent with the terms and conditions of this Declaration.

“Constraints Map” shall mean the map of the Subdivision attached hereto as Exhibit “C”, which shows the perimeter boundaries of each of the Parcels within the Subdivision and the Common Areas. With respect to each Parcel, the Constraints Map shows the location of the Buildable Area.

“County” shall mean Wasatch County, Utah and its appropriate departments, officials and boards.

“Declarant” shall mean and refer to the parties who execute this Declaration.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of Wolf Creek Ranch, which are incorporated into this Declaration by reference.

“Dwelling” shall mean the primary single family residence built or to be built on any Parcel.

“Excavation” shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the ordinances and regulations as adopted by the County.

“Family” shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

00206518 Bk 00395 Pg 00005

6

"Fenceable Area" shall mean any portion of the 10 acre Area of Disturbance for each Parcel and the approximately 25 acre parcel comprising part of the Common Areas, within which area fencing may be constructed, provided that the Owner of such Parcel obtains the prior approval of the Architectural/Technical Committee for the construction of fencing within such Fenceable Area. No fencing shall be constructed outside the Fenceable Area on each Parcel.

"Fill" shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from offsite or resulting from the regrading of excavated material from on-site, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the ordinances and regulations as adopted by the County.

"Floor Area" shall mean the total of all floor surfaces surrounded by the exterior walls of any Dwelling or habitable structure on all levels. Walk-out basement space will be counted as Floor Area whether finished or unfinished. Basement space more than 80% below finished grade will not be counted as Floor Area. Porches, patios, balconies and decks are not counted as Floor Area unless under roof or enclosed on three sides by the walls of the Dwelling. Garage space is not counted as Floor Area.

"Guidelines" shall mean The General Environmental and Architectural Guidelines for Wolf Creek Ranch, which shall be prepared and modified from time to time by the Architectural/Technical Committee, as set forth in Article V of this Declaration.

"Improvements" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, caretaker dwellings, storage buildings, Barns, walkways, retaining walls, utility lines, sprinkler pipes, driveways, fencing, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

"Open Space" shall mean the areas within the Subdivision other than the Areas of Disturbance and other areas shown on the Constraints Map which are intended for the construction of Improvements. Open Space may be owned by the Association or an individual Owner, and may or may not provide for public access, private access or access by the Association.

"Owner" shall mean the person or persons having title to any Parcel or other parcel of Property as shown on the Plat of Wolf Creek Ranch, Phase I. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

"Parcel" shall mean any numbered building Parcel shown on the Plat of Wolf Creek Ranch, Plat A.

"Permitted Improvements" shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

00206518 BK 00395 Pg 00006

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the Plat of the Subdivision known as Wolf Creek Ranch, Plat A, as approved by the County and recorded in the office of the Recorder of Wasatch County, Utah, and any amendments that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any, provided that such subsequent phase of the Subdivision is made subject to the provisions of this Declaration by a supplemental declaration stating that such subsequent phase has been added to the Subdivision and is subject to this Declaration. Any such subsequent declaration must be recorded in the office of the Recorder of Wasatch County, Utah.

"Property" shall mean all of the land described on the Plat, including Parcels, Roadways, Trail Corridors, Open Space, roads, trails, and Common Areas.

"Public View" shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public streets, including Roadways within the Subdivision.

"Roadway" shall mean those portions of the Property that have been or will be dedicated to the County as a public way, or that will be used as private ways for the Owners of the Subdivision.

"Subdivision" shall mean the subdivision known as Wolf Creek Ranch, Plat A, and all Parcels, Common Areas and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

"Trail Corridor" shall mean those areas designated on the Constraints Map as the location of trails for hiking, bicycling, or other vehicular travel.

"Trustees" shall mean the duly elected and acting board of trustees of the Association.

"Water Delivery System" shall mean the water delivery system for the benefit of the Parcels within the Subdivision as described and defined in Section 6.16 of this Declaration.

ARTICLE III

PURPOSE OF DECLARATION

3.1 It is the purpose and intention of Declarant that the Property be developed and maintained as a highly desirable residential development which emphasizes the preservation of a mountain/rustic atmosphere, including the preservation of open space, the protection of wildlife and wildlife habitat and the provision of opportunities for equestrian uses. It is the purpose of this Declaration that the natural beauty, serenity, views and present surroundings of the Property shall be protected as much as possible in connection with the Improvements to be constructed on the Property and the uses permitted on the Property as set forth in this Declaration.

ARTICLE IV

ASSOCIATION

4.1 Association Purposes. To enforce this Declaration, the Declarant has created a Utah non-profit corporation called Wolf Creek Ranch Homeowners Association, Inc. The Association shall be comprised of the Owners of Parcels within the Subdivision and is established to perform the functions and exercise the rights and powers as set forth in this Declaration for the benefit of the Owners. Membership in the Association is deemed an appurtenance to each Parcel for the purpose of enforcing the provisions of this Declaration. Membership in the Association is transferable only in conjunction with the transfer of the title to each Parcel. The Association shall have and exercise, as necessary, the powers set forth in this Article IV.

4.2 Enforcement Powers. The Association shall have the power to enforce this Declaration by actions at law or in equity brought in its own name and the power to retain professional services needed for the enforcement of this Declaration and to incur expenses for that purpose. The Trustees of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of this Declaration. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However any action or failure to act by the Association shall not limit the individual rights of Parcel Owners personally to enforce this Declaration in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

4.3 Maintenance Responsibilities. The Association may own fee title to, or be granted easements over, portions of the Property within the Subdivision and real property located outside the Subdivision. The responsibility to maintain and properly control the use of these parcels, when granted, vests in the Association, which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of those portions of the Property and other real property owned by the Association or with respect to which the Association has been granted an easement.

4.4 Snow Removal. The Association shall be responsible for snow removal (a) on the Roadways within the Subdivision that are available for use by all of the Owners of the Parcels and (b) on the primary and secondary access roads located outside the Subdivision which are used by the Owners of the Parcels to enter the Subdivision. The Association shall have the power to make assessments against the Owners, including the Owners of unimproved Parcels, for purposes of providing such snow removal service.

4.5 Assessments. The Association shall have the power to levy assessments against each Parcel as necessary to carry out its functions. All assessments will be equal on all Parcels, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs to maintain, repair

and replace, as necessary, the primary and secondary access roads used by the Owners of the Parcels to enter the Subdivision, the costs to construct, maintain, repair and replace, as necessary, improvements within the Common Areas of the Subdivision, the costs to operate, maintain, repair and replace, as necessary, the Water Delivery System, the costs of landscape maintenance, water for irrigation, reimbursement of expenses incurred by the Trustees and the Architectural/Technical Committee in the performance of their obligations, and the enforcement of this Declaration. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of the Owners in a meeting called for that purpose.

4.6 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Parcels in the Subdivision. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. If the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien for the amount of the unpaid assessment together with interest thereon at a rate determined from time to time by the Association. The lien of the Association against any Parcel shall have priority from the date that the first notice of lien on a specific Parcel is recorded in the office of the Recorder of Wasatch County, Utah. The lien of the Association shall be subordinate to any previously recorded liens or encumbrances filed against that Parcel, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay assessments is a personal obligation of the Owner of each Parcel, and the Association may proceed to collect against the Owner or the prior Owner of any Parcel in the event of a sale. The lien of the Association may be enforced and foreclosed in accordance with the provisions of Utah law applicable to the judicial foreclosure of a mortgage or in any other manner permitted by law. The Association shall be entitled to recover, in addition to the unpaid assessment and all interest accrued thereon, all costs and expenses, including without limitation attorneys' fees and court costs, incurred by the Association in pursuing actions to collect the unpaid assessments of the Association, regardless of the nature of the collection efforts undertaken by the Association. The Association may pursue an action against the Owner of a Parcel to obtain a money judgment for unpaid assessments, without foreclosing or waiving the lien securing the same. The Trustees of the Association may impose reasonable monetary penalties, including actual attorneys' fees and costs incurred by the Association in attempting to collect an unpaid assessment, and may temporarily suspend the Association membership rights of a Owner who is in default in the payment of any assessment.

4.7 Statement of Account. Any Owner may request the Association to provide a statement of such Owner's account to any lender or prospective buyer of that Parcel showing the assessments to be paid in full, or the amount of any past due assessments. The buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

4.8 Formative Documents. A copy of the Articles of Incorporation and the By-laws of the Association are attached to this Declaration as Exhibits "D" and "E" and are incorporated by reference as part of this Declaration. Any subsequent amendments to the Articles of Incorporation or the By-Laws of the Association shall be automatically incorporated by reference as a part of this Declaration, even though such amendments to the Articles of Incorporation or the By-Laws may not be recorded in the office of the Recorder of Wasatch County, Utah.

4.9 Association Responsible for Enforcing Resource Management Plan. The Association shall be responsible to enforce the provisions of the Resource Management Plan (as defined in Section 5.12 below) and any additions or alterations to the Resource Management Plan made by the Architectural/Technical Committee. The Association shall be financially responsible for the enforcement of such provisions.

ARTICLE V

ARCHITECTURAL/TECHNICAL COMMITTEE

5.1 Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Permitted Improvements which are compatible with the mountain landscape. The placement, massing, dimensions, materials, and public aspects of the Permitted Improvements will be guided, but still allow for diversity in style and vitality in design. To accomplish this goal, the Declarant hereby establishes the Architectural/Technical Committee, which is empowered to oversee and enforce the Guidelines (as defined in Section 5.3(c)) established pursuant to this Declaration.

5.2 Architectural/Technical Committee Created. The Architectural/Technical Committee will consist of five members. The initial Architectural/Technical Committee will consist of five people appointed by the Declarant, who do not need to be Owners. Such appointment of the initial members of the Architectural/Technical Committee shall be subject to the approval of a majority vote of the Wasatch County Commissioners, which approval shall not be unreasonably withheld or delayed. The five people appointed to the Architectural/Technical Committee by the Declarant or the Parcel Owners shall include a range specialist, a wildlife manager, a building/construction specialist and a landscape specialist. At the time 100% of the Parcels are sold to persons other than the Declarant, one member of the Architectural/Technical Committee will be elected by the Parcel Owners to replace an appointee of the Declarant. On the eighth anniversary of the recording of the original Plat, all five members of the Architectural/Technical Committee will be elected by the Parcel Owners. The above percentages are to be based on the total number of Parcels in the Subdivision so that the Declarant is able to remain active in the administration and enforcement of this Declaration while Parcels are being marketed.

5.3 Approval by Architectural/Technical Committee. No Improvements of any kind, including without limitation the construction or installation of any Dwelling, garage, caretaker dwelling, Barn, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, outdoor hot tubs or spas, fences,

walls, curbs, poles, trampolines, satellite dishes or antenna, solar panels, utility lines or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Architectural/Technical Committee. The construction of all Improvements must occur within the Area of Disturbance for each Parcel or within the Common Areas, which Common Areas are shown on the Constraints Map, except that the construction and installation of roadways, utility lines, water wells, water storage tanks, waterlines and septic tanks may, with the prior written approval of the Architectural/Technical Committee, be located either within or outside the Areas of Disturbance or the Common Areas, provided that following such construction or installation the disturbed areas are returned to as natural and undisturbed state as reasonably possible. The construction of all fencing must occur within the Fenceable Area on each Parcel or within the Common Areas. No Excavation, Fill, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the prior written approval of the Architectural/Technical Committee. Approval of the Architectural/Technical Committee will be sought in the following manner:

(a) *Plans submitted.* A complete set of plans for the construction of any Improvement as described in Section 5.3 must be signed by the applicant and submitted to the Architectural/Technical Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Parcel of the Improvements, including without limitation the exterior walls of any Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification to an existing Dwelling, the Architectural/Technical Committee may waive any of the foregoing requirements.

(b) *Review Fee.* The applicant will pay a review fee to the Architectural/Technical Committee of \$500 or, in the case of Improvements which cost less than \$5,000 or which make no structural changes, the applicant will pay a fee of \$100. The primary purpose of the fee is to cover the cost and expense of reviewing the plans and giving notice of meetings.

(c) *Review.* The Architectural/Technical Committee shall exercise its best judgment in overseeing the construction of all Improvements on the lands within the Subdivision. The Architectural/Technical Committee shall prepare, and from time to time may modify and amend, a document entitled "The General Environmental and Architectural Guidelines for Wolf Creek Ranch" (the "Guidelines") which Guidelines shall be available to any Owner and shall be intended to provide, in a general manner, such general guidelines as the Architectural/Technical Committee shall use in the review by the Architectural/Technical Committee of plans and specifications for any Improvements within the Subdivision. A copy of the initial form of the Guidelines is attached to this Declaration as Exhibit "F." The Architectural/Technical Committee shall also have the right from time to time to adopt and to

include within the Guidelines plans and provisions which shall be binding upon all of the Owners of the Parcels within the Subdivision designed to manage, control and enhance the natural resources located within the Subdivision, which measures may include, without limitation a livestock grazing plan, a weed control plan, a range control and enhancement plan, a drought management plan, a wildlife harvesting plan, a livestock control plan, a big game predator control plan, a wildland fire management plan, an integrated weed management plan and such other measures as the Architectural/Technical Committee determines from time to time to be in the best interests of the Owners of the Parcels, while attempting to protect and enhance the natural resources and aesthetic values of the Property for the mutual protection and benefit of the Owners of the Parcels. The Architectural/Technical Committee shall consider the materials to be used on the external features of all Improvements, including but not limited to exterior colors, harmony of external design with existing structures within the Subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural settings and surroundings. While in receipt of a complete submission of the plans, the Architectural/Technical Committee will review the plans and make an initial determination whether or not the plans comply with the Guidelines and the other conditions imposed by this Declaration. If the plans do not comply, the plans will be rejected. If the plans are in compliance, the Architectural/Technical Committee will approve the plans. The Architectural/Technical Committee may approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans to the Architectural/Technical Committee for informal and preliminary approval or disapproval. The Architectural/Technical Committee will review preliminary plans, without requiring the payment of a review fee, and the Architectural/Technical Committee will make its comments known to the Owner. However, no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission of plans as set forth in this Declaration. All preliminary sketches will be kept by the Architectural/Technical Committee. Upon final approval, the Architectural/Technical Committee and the Owner will each sign a copy of the approved plans, which shall be left with the Architectural/Technical Committee. Any construction that is not in strict compliance with the approved plans is prohibited. Notwithstanding any provisions in the Declaration or in the Guidelines, all construction of any nature upon any of the Parcels within the Subdivision shall be performed in compliance with the requirements of the land management code and the building and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

(d) *Written Record.* The Architectural/Technical Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

(e) *Failure to Act.* If the Architectural/Technical Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission shall be deemed to have been disapproved.

(f) *Permits and Approvals from Wasatch County.* Notwithstanding any other provision of this Declaration to the contrary, prior to commencing the construction of any Improvements on any Parcel, the Owner of each Parcel must obtain from Wasatch County all

necessary permits and approvals required by Wasatch County in connection with the construction of any such Improvements.

5.4 Variances. The Architectural/Technical Committee has the authority to deviate from the requirements contained in the Guidelines under extenuating circumstances, when compliance with the Guidelines would create an unreasonable hardship or burden for a Parcel Owner. No such variance may be granted without the unanimous written consent of the Architectural/Technical Committee. The Architectural/Technical Committee does not, however, have the authority to deviate beyond the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

5.5 Extraordinary Costs. Whenever it deems appropriate, and with the consent of the Board of Trustees, the Architectural/Technical Committee shall engage the services of an architect, range specialist, wildlife manager, building/construction specialist, landscape specialist or civil or structural engineer to assist in its review of any proposed Improvements. All costs of such review will be paid by the applicant, provided however that no architect, engineer or other specialist will be hired without advance notice to the applicant of: (a) the intention to hire a review architect, engineer or other specialist, (b) the aspects of the proposal that caused the Architectural/Technical Committee to believe that professional review was required and (c) the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of such notice, the applicant shall be deemed to have consented to the Architectural/Technical Committee retaining such professional assistance. Whenever the Architectural/Technical Committee retains outside professional services in its review, the reviewing architect, engineer or other specialist is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Architectural/Technical Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

5.6 General Design Review. The Architectural/Technical Committee will use its best efforts to provide a consistent pattern of enforcement and consistent application of this Declaration and the Guidelines. The Guidelines shall, of necessity, be general in nature, and the Architectural/Technical Committee shall apply them in a manner that results in a high quality, attractive, and well-designed community.

5.7 Declarant, Association, Trustees and Architectural/Technical Committee not Liable. The Declarant, the Association, the Trustees, and the Architectural/Technical Committee and its members shall not be liable to the applicant or to the Owners of any Parcels within the Subdivision for damages or any other remedy as the result of their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural/Technical Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant, the Association, the Trustees, the Architectural/Technical Committee or its members as a result of the performance or failure to perform the duties created by this Declaration. Any person or persons acquiring title to any Property in the Subdivision shall be

deemed to have agreed and covenanted that such Owner will not bring any action or suit to recover damages against the Declarant, the Association, the Trustees, and the Architectural/Technical Committee or its members, or the advisors, officers, employees or agents of the any of the foregoing, as a result of the performance by the Architectural/Technical Committee of its duties and responsibilities under this Declaration. Each Owner has the right to enforce this Declaration against another Owner and may seek independent redress if such Owner believes the Architectural/Technical Committee has acted improperly.

5.8 Limitations on Review. The Architectural/Technical Committee's review is limited to those matters expressly described in this Declaration. The Architectural/Technical Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. The Architectural/Technical Committee shall not be responsible for reviewing, nor shall the approval by the Architectural/Technical Committee of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of the Property. The structural integrity of any Improvements constructed within the Subdivision are not the responsibility of the Architectural/Technical Committee. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by the Architectural/Technical Committee prior to construction.

5.9 Approval to Proceed. The Architectural/Technical Committee shall promptly issue a certificate of approval to the applicant once the plans for any Permitted Improvements have been approved.

5.10 Completion Required Before Occupancy. No Dwelling or caretaker dwelling within the Property shall be occupied until the Owner of any Dwelling or caretaker dwelling shall have completed the Dwelling or caretaker dwelling in accordance with all plans approved by the Architectural/Technical Committee and until the Owner shall have obtained all necessary governmental approvals and a certificate of occupancy from the governmental authority having jurisdiction with respect to the construction of the Dwelling or caretaker dwelling.

5.11 Enforcement of Guidelines. The Association shall exercise its enforcement powers as set forth in this Declaration in order to implement and enforce the Guidelines, including without limitation any livestock grazing plan, drought management plan, range control and enhancement plan, weed management plan, wildland fire management plan and such other plans and measures as may be adopted by the Architectural/Technical Committee for inclusion in the Guidelines from time to time.

5.12 Environmental Management Responsibilities of the Architectural/Technical Committee. The Architectural/Technical Committee shall have the responsibility of adopting and amending the procedures, additions, amendments, and policies of the Resource Management Plan - Wolf Creek Ranch (the "Resource Management Plan"), a copy of which is attached as

Exhibit "A" to the initial form of the Guidelines attached to this Declaration as Exhibit "F." The Architectural/Technical Committee shall use the Resource Management Plan as baseline data for purposes of considering the condition of the natural resources located upon all Property within the Subdivision. The Architectural/Technical Committee on an annual basis shall examine the conditions of the natural resources on all of the Property within the Subdivision, which examination shall include such issues as the condition of the range, weed control, fire suppression and wildlife management. Upon the completion of such annual examination by the Architectural/Technical Committee, the Architectural/Technical Committee shall prepare a written summary of findings regarding the condition of the natural resources within the Subdivision. Such written summary shall compare the then present condition of the natural resources within the Subdivision to the condition of such natural resources as described in the written summary prepared by the Architectural/Technical Committee for the previous year. Based upon such annual examination, the Architectural/Technical Committee shall take such action as it deems appropriate in order to ensure proper natural resource management in accordance with the guidelines set forth in the Resource Management Plan.

ARTICLE VI

RESTRICTIONS ON ALL PROPERTY

The following restrictions on use apply to all Property within the Subdivision:

6.1 Governing Regulations. The lawfully enacted zoning regulations of the County and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire, and health codes, are in full force and effect in the Subdivision, and no Parcel may be occupied in a manner that is in violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

6.2 No Mining Uses. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the Property within the Subdivision. The foregoing limitation shall not preclude drilling and excavation in connection with the construction of roads, utility lines, water wells, septic tanks and other Permitted Improvements.

6.3 No Business or Commercial Uses. The Property within the Subdivision shall be used for residential, grazing, equestrian and ranching purposes only. No portion of the Subdivision may be used for any commercial or business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Parcels for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until the Parcels are sold, or (b) the use by any Owner of his Parcel for a home occupation, or (c) the exercise of such grazing rights as may be granted to a lessee

under a grazing lease between the Declarant or the Association or the Owners, as lessor, and the third party engaged in the livestock business, as lessee, which grazing lease may affect all or portions of the Property within the Subdivision. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Parcel to conduct business, or which requires any employees outside of the Owner's immediate family or household to come to the Parcel to conduct business. No signs or other advertisements relating to any such home occupation shall be placed upon any of the Property within the Subdivision, nor shall any such sign or advertisement be visible from the outside of any of the Permitted Improvements constructed on the Property. No retail sales of any kind may be made in the Subdivision. All home occupations operated or conducted from any of the Parcels within the Subdivision shall comply with all applicable local, state or federal statutes, laws, ordinances and regulations, including without limitation all statutes, laws, ordinances and regulations pertaining to licensing and permitting for the operation of any such home occupation.

6.4 Restrictions on Signs. No signs will be permitted on any Parcel or within the Subdivision, except for traffic control and directional signs for Roadways or trails placed by the County or the Association or temporary signs warning of some immediate danger and except for such other signs as may be approved by the Architectural/Technical Committee. Signs indicating a Parcel is for sale may be placed in accordance with the Guidelines and with County sign regulations, and no such sign may exceed six square feet. The Declarant may erect a sign acceptable to the County at the entrance to the Subdivision announcing the availability of Parcels and giving sales information. No permanent signs stating the address or the name of the Owner of any Parcel may be installed without the advance consent of the Architectural/Technical Committee. An entrance monument for each Parcel may be constructed as provided in Section 7.13 of this Declaration.

6.5 Completion Required Before Occupancy. No Dwelling or caretaker dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the County.

6.6 Dwelling or Caretaker Dwelling to be Constructed First. No garage, Barn, storage unit, or other out-building may be constructed on any Parcel prior to the construction of the Dwelling or caretaker dwelling on such Parcel. If the caretaker dwelling is constructed prior to the primary Dwelling, the caretaker dwelling shall have a Floor Area of 2,000 square feet and shall have a two-car garage.

6.7 Animals. Ordinary household pets, horses and other animals as may be approved in advance by the Architectural/Technical Committee, with respect to the type of animal and the number of any such animal, may be kept on any Parcel. Any animals other than dogs, cats or other typical household pets which an Owner proposes to keep on a Parcel must be approved in advance by the Architectural/Technical Committee. Before horses or any other animals are kept on any specific Parcel, the Parcel must be improved adequately to care for the needs of the animal with fencing, adequate stalls, hay storage, watering facilities and other Permitted Improvements to satisfy the needs of the animal. The Architectural/Technical Committee must approve all such Permitted Improvements before any animals will be kept on the Property. The Architectural/Technical Committee may impose a limit on the number of any type of animal,

including horses, which an Owner may keep on any Parcel. The Architectural/Technical Committee may adopt from time to time plans such as a livestock grazing plan, a range control and enhancement plan, a weed management plan and other types of plans which may materially impact the number of animals which may be kept, grazed and boarded upon any Parcel from time to time. The location of all areas where horses or other animals are to be kept, grazed and boarded must be within the Fenceable Area for such Parcel and must be approved by the Architectural/Technical Committee. No boarding of animals for hire shall be allowed within the Subdivision. No breeding of animals for economic gain shall be allowed within the Subdivision. The Architectural/Technical Committee shall have the right to require the removal of any animal or animals which are deemed to create problems for other Parcel Owners. Owners are required to be in control over their respective animals and pets, including the use of leashes when using any of the trails in the Subdivision in order to protect inhabitants of the Subdivision and other animals kept within the Subdivision and to protect the wildlife in the area. No dangerous animals will be allowed in the Subdivision. The Owner of each Parcel within the Subdivision shall be responsible to assure that all animals of any nature, including without limitation all dogs, kept on or within such Parcel shall be prevented from leaving the boundaries of such Parcel and entering onto any other Parcel or into any other portion of the Subdivision, unless such animal is in the presence of and under the control of a responsible individual. The Owner of each Parcel shall make such Permitted Improvements as are necessary to assure that animals kept on such Owner's Parcel do not trespass on other Parcels, which Permitted Improvements may include the placing of wire mesh fencing along the bottom three feet of such fencing around areas where fencing is permitted. To the extent that any animals kept on a Parcel within the Subdivision cause injury to any other animals, to persons or to property, the Owner of the Parcel on which such animal is kept shall be liable for all damages caused by all animals kept on such Parcel, whether or not the animal is owned by the Owner of the Parcel, including without limitation damages resulting from injury to or death of persons or other animals and damage to property.

6.8 No Re-Subdivision. No Parcel may be re-subdivided.

6.9 Underground Utilities. All water, sewage disposal, electrical, propane, telephone, television, and any other utility lines in the Subdivision are to be underground, including utility lines within any Parcel which service Improvements entirely within that Parcel.

6.10 Service Yards. All service yards, storage yards, and exterior mechanical equipment must be screened in a manner approved by the Architectural/Technical Committee so that they are not visible from the Public View.

6.11 Maintenance of Property. All Parcels, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Parcel or the Improvements on it to fall into disrepair.

6.12 No Hazardous Activity. No activity may be conducted on any Parcel that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in

excess of those reasonable and customary for household uses, the discharge of firearms (other than under circumstances as are expressly permitted by the Architectural/Technical Committee) or fireworks, and setting open fires (other than in a properly supervised and contained barbecue unit or in a well-designed interior fireplace).

6.13 No Unsightliness. No unsightliness is permitted on any Parcel. This requirement shall prohibit, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of farm or construction equipment, motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; hanging, drying or airing of clothing or household fabrics outside of a Dwelling; and the storage or accumulation of any other material, vehicle, or equipment on the Parcel in a manner that it is visible from the Public View.

6.14 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural/Technical Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Parcel on which it is installed. This shall not apply to street lighting maintained by the County or the Association.

6.15 No Annoying Activities, Sounds or Odors. No speakers, or other noise making devices may be used or maintained on any Parcel which create noise that might reasonably be expected to be unreasonably or annoyingly loud, except for security or fire alarms used exclusively to protect any of the Property, Dwellings or other Permitted Improvements. No noxious or offensive activity shall be carried out on any Parcel, including the creation of odors that detract from the reasonable enjoyment of nearby Parcels.

6.16 Wells and Water Delivery System.

(a) The Property is not served by municipal water service. Each Parcel within the Subdivision shall receive culinary water and irrigation water from either (a) an individual well located on such Parcel, or (b) a water delivery system serving more than one Parcel. The decision as to whether a Parcel receives water from an individual well located on such Parcel or from a water delivery system serving more than one Parcel shall be made by Declarant, at Declarant's sole discretion. Immediately following the recording in the office of the Recorder of Wasatch County, Utah of the Plat for Wolf Creek Ranch, Plat A, Aspen shall convey to the Association, in trust for the benefit of the Owners of all the Parcels or their successors in interest as Owners of Parcels, water rights for 16.5 acre feet of water per year (the "Water Rights") for use within the Subdivision by the Owners of the Parcels. The Association shall have the duty to retain unencumbered title to the Water Rights until such time that the Declarant consummates the initial sale of each Parcel within the Subdivision. Simultaneously with, and as a part of, the closing of the initial sale of each Parcel within the Subdivision to the initial purchaser thereof, the Association shall execute, acknowledge and deliver to the purchaser of such Parcel a water

deed conveying a portion of the Water Rights for the right to use 1.65 acre feet of water per year solely on such Parcel, so that the Owner of each Parcel within the Subdivision shall own and have the right to utilize 0.45 acre feet of culinary water per year for use on such Parcel, 0.75 acre feet of irrigation water per year on use of such Parcel, and 0.45 acre feet of culinary water per year for use on such Parcel for a caretaker dwelling, in the event a caretaker dwelling is constructed on such Parcel. In the event that the Owner of the Parcel desires to utilize on such Parcel in any given year a quantity of water in excess of 1.65 acre feet of water per year, then the Owner of such Parcel shall have the burden and obligation of purchasing or leasing excess water from whatever source that such Owner may arrange (if it is available), pursuant to such terms and conditions as such Owner is able to negotiate from the owner of any such excess water (if it is available). The Declarant shall have the obligation to drill one or more wells with the capacity to divert and make available on an annual basis 1.65 acre feet of water per year for each Parcel within the Subdivision. The Declarant, at its sole discretion, shall determine where such wells shall be drilled, and the Declarant reserves the right to drill the wells either within the boundaries of the Subdivision or outside the boundaries of the Subdivision. Any well drilled by the Declarant may service as many Parcels as the Declarant deems appropriate. Any such well may service Parcels within the Subdivision as well as other property located outside of the Subdivision. In the event any such well is drilled on a Parcel for the purpose of providing water solely to the Owner of such Parcel, the Declarant shall transfer title and ownership of such well facility and well site to the Owner of the Parcel on which it is located, and the Owner of such Parcel shall have a duty, at such Owner's sole cost and expense, to construct and install such pumps, pressurizing equipment, water storage tanks, water meters, water pipes and other related equipment as are necessary in order for the Owner of such Parcel to transport and utilize the water from such well on such Owner's Parcel. Such Owner shall have the responsibility, at such Owner's sole cost and expense, to operate, maintain, repair and replace, as necessary, the well site and all well facilities, pumps, pressurizing equipment, water storage tanks, water treatment equipment, water meters and water pipes as are necessary in order for the Owner of such Parcel to transport water to such Owner's desired place of use and to utilize the water on such Parcel. With respect to any well which is drilled to service more than one Parcel, the Declarant shall transfer to the Association a requisite undivided percentage interest for the title and ownership of such well facility and well site sufficient to deliver the quantity of water specified above for each Parcel which is served by such well facility and well site. For example, if a well is drilled to have the capacity to service six Parcels within the Subdivision as well as six homesites located outside of the Subdivision, then the Declarant shall transfer to the Association an undivided fifty percent (50%) interest in the ownership to such well facility and well site. With respect to any well which is drilled by the Declarant to service more than one Parcel, the Declarant shall also have the obligation to construct and install such pumps, pressurizing equipment, water storage tanks, water treatment equipment, water meters and water pipes as are necessary in order to deliver the requisite amount of culinary and irrigation water to each Parcel served by such well either to a point, as selected by the Declarant in its sole discretion, within the boundaries of each Owner's Parcel or to a point on the perimeter of each Owner's Parcel. The Owner of any such Parcel shall have a duty, at such Owner's sole cost and expense, to construct and install such water pipes and related equipment as are necessary in order for the Owner of such Parcel to transport and utilize the water from such point of delivery on or within such Owner's Parcel to such Owner's desired place of use within such Owner's Parcel. The Declarant shall have the

right to reserve unto the Declarant at any place within the Subdivision such easements for the construction, operation and maintenance of well sites, well facilities, water pumps, pressurizing equipment, water storage tanks, water treatment equipment, water meters, water pipes and all other equipment and related property which Declarant deems necessary in connection with the Water Delivery System (as such term is hereinafter defined). In addition, the Declarant shall have the right to reserve unto the Declarant all such easements for pedestrian and vehicular ingress and egress at any place within the Subdivision that the Declarant deems necessary in order to construct, install, operate, maintain, repair and replace any of the well sites, well facilities, pumps, water tanks, water pipes and other improvements comprising the Water Delivery System. To the extent that water from any well which serves only a single Parcel must be treated in order to be fit for culinary use or irrigation use, and if ownership of the well site and well facility is transferred to the Owner of such Parcel, then the Owner of such Parcel shall be responsible to arrange for all testing from time to time to determine the quality of the water and to take measures as necessary to ensure the quality of the water, all at the sole cost and expense of such Owner. To the extent that water from any well within the Water Delivery System which services more than one Parcel must be treated in order to be fit for culinary or irrigation use, the Association shall be responsible to arrange for all testing from time to time to determine the quality of the water and to take measures as necessary to ensure the quality of the water, at the cost and expense of the Association. For the purpose of this Declaration, the term "Water Delivery System" shall mean and shall include the percentage interest owned by the Association in and to all of the well facilities and well sites (consisting of the land within a 100-foot radius of each well), the easements utilized in connection with the improvements comprising the water delivery system and all pumps, pressurizing equipment, water meters, water storage tanks, water treatment equipment, water pipes and all other improvements associated with the pumping, storage, treatment and delivery of the water to be utilized by the Owners of the Parcels within the Subdivision which are connected to such delivery system, which delivery system services more than one Parcel. Notwithstanding the foregoing, the term "Water Delivery System" shall not include well sites, well facilities and any other improvements associated with the pumping, storage, treatment and delivery of water to the extent that such well and related equipment are all located on a single Parcel and are owned by the Owner of such Parcel solely to provide water to such Parcel, nor shall the term "Water Delivery System" include the percentage interest owned and retained by the Declarant with respect to the excess capacity of any such well sites, well facilities, pumps, pressurizing equipment, water meters, water storage tanks, water treatment equipment, water pipes and any other improvements associated with pumping, storage, treatment and delivery of water to the extent that such excess capacity is not owned by the Association and is not utilized by the Association to provide water service to Parcels within the Subdivision. The Declarant reserves the right, in constructing the Water Delivery System, to design and construct the Water Delivery System in such a manner that the Water Delivery System is connected to and provides water delivery service to other real property in addition to the Subdivision.

(b) The Declarant shall initially pay all of the costs and expenses incurred in connection with the drilling of each well which is designed to service a single Parcel within the Subdivision and also all of the costs and expenses incurred in connection with the drilling of the wells and the construction and installation of all improvements comprising the Water Delivery

System which provides water service to more than one Parcel within the Subdivision. The Declarant shall bear all costs associated with the initial construction and installation of the individual wells serving individual Parcels and also the Water Delivery System which provides water service to more than one Parcel within the Subdivision, with the exception of a water fee (the "Water Fee") in the amount of \$28,000.00, which shall be paid by the Owner of each Parcel to the Declarant at the time title to the Parcel is originally conveyed from the Declarant to such Owner. The Water Fee shall be in addition to the purchase price for the Parcel paid by such Owner. The Declarant shall use all Water Fees paid by the Owners to offset the costs and expenses incurred by the Declarant (a) in the initial construction and installation of the individual wells serving individual Parcels, and (b) in the initial construction and installation of the Water Delivery System which provides water service to more than one Parcel within the Subdivision and (c) in the development, approval and acquisition by the Declarant of the Water Rights, which Water Rights are to be conveyed from the Declarant to the Association to be held by the Association until such Water Rights are conveyed by the Association to the Owners of the Parcels as set forth in this Declaration. Upon completion of the installation of the improvements comprising the Water Delivery System, the Declarant shall transfer and assign to the Association title and ownership to the requisite capacity of the well facilities and well sites, easements and all improvements comprising the Water Delivery System. With respect to any well facility and well site which service only one Parcel, the Declarant shall transfer such well facility and well site to the Owner of the Parcel, subject to an obligation of the Owner of such Parcel to be solely responsible for all costs and expenses to operate, maintain, repair and replace the well facility and well site and to install, operate, maintain, repair and replace all pumps, water storage tanks, water treatment facilities, water pipes and all other equipment and assets of any nature installed and utilized by the Owner of such Parcel to pump water from such well facility and well site and to utilize water from such well facility and well site on such Owner's Parcel. When the Declarant transfers and assigns to the Association the Water Delivery System, such transfer and assignment shall be without the payment by the Association of any compensation to the Declarant for such assets, other than the agreement of the Association to operate, maintain, repair and replace, as necessary, the Water Delivery System assets at the sole cost and expense of the Association. In the event any of the assets comprising the Water Delivery System are constructed in order to have capacity to pump, store and convey water in excess of the water required for the Owners of the Parcels within the Subdivision, the Declarant shall have the right to reserve to the Declarant the ownership of an undivided percentage interest in such assets to the extent of all such excess capacity, and the Declarant shall be responsible to pay the costs and expenses to operate, maintain, repair and replace, as necessary, the percentage interest for such excess capacity retained and owned by Declarant, and such retained excess capacity owned and retained by Declarant in and to such water delivery assets shall not be deemed to be part of the Water Delivery System. The Declarant shall be entitled to retain all Water Fees received by the Declarant from the Owners of the Parcels.

(c) Unless otherwise agreed by the Association and the Declarant, the Declarant shall complete the installation of the individual wells serving individual Parcels and the installation of the assets comprising the Water Delivery System no later than September 30, 2000, unless the Owner of the Parcel that will be served by a single well requests in writing that

Declarant delay the installation of the single well which will serve such Parcel. Unless the Owner of a Parcel to be served by an individual well requests in writing to Declarant that Declarant postpone the installation of the individual well serving such Parcel, no later than September 30, 2000, the Declarant shall take such action as is necessary to transfer each individual well facility and well site serving only the Parcel on which it is located to the Owner of the Parcel on which it is located and to transfer to the Association title and ownership to the requisite capacity of the assets comprising the Water Delivery System. Any such transfer from the Declarant to a single Owner shall be conditioned upon the agreement by the Owner of the Parcel on which is located an individual well facility and well site to undertake the sole responsibility at such Owner's expense, to install, operate, maintain, repair and replace, as necessary all water delivery equipment serving such Parcel. Such transfer from the Declarant to the Association shall be conditioned upon the agreement by the Association to undertake the sole responsibility at the expense of the Association to operate, maintain, repair and replace, as necessary, all such assets comprising the Water Delivery System transferred to the Association. Following the transfer of the Water Delivery System assets from the Declarant to the Association, the Association shall operate the Water Delivery System in order to make available to the Owners of the Parcels served by the Water Delivery System on an annual basis the quantity of water established and set forth in section 6.16(a) above. In connection with the operation of the Water Delivery System, the Association shall be entitled to charge the Owner of each Parcel which utilizes the Water Delivery System an operation, maintenance, repair and replacement charge (the "Water System Assessments"), which shall be an amount, which may vary from time to time, deemed sufficient by the Association in order to enable the Association to operate, maintain, repair and replace, as necessary, the percentage interest owned by the Association in the assets comprising the Water Delivery System. The Association shall have the right to adjust as the Association deems appropriate the Water System Assessments which are payable by the Owners of the Parcels in connection with the Water Delivery System. Until such time as the Association transfers all of its right, title and interest in and to the Water Delivery System to a Special Service District as described in Section 6.16(d) below, the Association shall be responsible to operate, maintain, repair and replace, as necessary, the percentage interest owned by the Association in the equipment and improvements comprising the Water Delivery System. The Association shall have the right, as part of the operating expenses for the Water System Assessments, to install with respect to each Parcel a water meter in order to measure the amount of water utilized on each Parcel. The Association shall have the right and the duty to monitor the quantity of water received through the Water Delivery System by the Owner of each Parcel in order to enforce the limits on the quantity of water which the Owner of each Parcel is entitled to use during any given year. In the event that the Owner of a Parcel exceeds the maximum amount of water which such Owner is entitled to use during any given year, the Association shall have the right to take such action as the Association deems appropriate in order to prevent such Owner from using excess water, which action may include, without limitation, the assessment by the Association upon the Owner of such Parcel of a monetary penalty for any such excess water use and/or the discontinuance of water service to such Parcel by the Association until such time as the Owner is again entitled to receive such water service.

(d) On the date that the Declarant transfers to the Owner of a Parcel title and ownership to the well facility and well site which only services such Parcel, the Declarant shall be released and discharged of all of the Declarant's obligations with respect to the operation, maintenance, repair and replacement of the well facility and well site which are transferred to the Owner of such Parcel, and the Owner of such Parcel shall thereupon assume and be responsible for the operation, maintenance, repair and replacement of the well facility and well site and all related equipment installed or constructed by such Owner to provide water to such individual Parcel. On the date that the Declarant transfers to the Association title and ownership to the requisite capacity of the assets comprising the Water Delivery System, the Declarant shall be released and discharged of all of the Declarant's obligations with respect to the operation, maintenance, repair and replacement of such portion of the Water Delivery System as of the date of such-transfer, and the Association shall thereupon assume and be responsible for the operation, maintenance, repair and replacement of such portion of the Water Delivery System. In such event, the Association shall have the right to assess and collect the Water System Assessments as set forth above. The Association, for as long as the Association owns the Water Delivery System, shall have the right at any time to initiate the creation of a special service district (the "Special Service District"), pursuant to the provisions of Section 17A-2-1301 *et seq.* of the Utah Code for the purpose of transferring and assigning to the Special Service District all right, title and interest of the Association in and to the assets and improvements comprising the Water Delivery System with the intent that the Special Service District shall thereupon operate, maintain, repair and replace, as necessary, the Water Delivery System and impose such fees and charges as the Special Service District deems necessary in order to pay all expenses incurred in connection with the operation, maintenance, repair and replacement of the Water Delivery System. By acquiring title to any Parcel within the Subdivision, the Owner of each Parcel shall be deemed to have consented and agreed to the formation of a Special Service District for the purpose of owning and operating, maintaining, repairing and replacing the Water Delivery System. Within thirty (30) days following the written request by the Association, all of the Owners of each Parcel shall be obligated to execute and deliver to the Association a petition proposing the establishment of a Special Service District which Special Service District may include all or any portion of the Subdivision and such other real property as may then be serviced by the Water Delivery System. In the event that the Owner of any Parcel refuses to execute and deliver any such petition proposing the establishment of a Special Service District, then the Association shall be entitled to pursue such legal action as the Association deems necessary and appropriate in order to cause any such Parcel Owner to execute and deliver such petition, and the Parcel Owner who refuses to execute and deliver the petition shall be responsible to pay to the Association all costs and expenses, including without limitation court costs and attorneys' fees, incurred by the Association in obtaining such Parcel Owner's execution of the proposed petition. Upon the formation of the Special Service District, the Association shall transfer and assign to the Special Service District all right, title and interest of the Association in and to the assets and improvements comprising the Water Delivery System upon such reasonable terms and conditions as may then be agreed upon between the Association and the Special Service District. Following the transfer, assignment and conveyance of the Water Delivery System assets to the Special Service District, the Association shall be relieved of all further liabilities, obligations and duties with respect to the ownership of and the operation, maintenance, repair and replacement of the Water Delivery System, and the Special Service District shall thereupon assume and be

responsible for the ownership of the assets and improvements comprising the Water Delivery System and the operation, maintenance, repair and replacement of the same. The Special Service District shall be entitled to assess and charge to the Owners of the Parcels within the Subdivision such fees and charges as the Special Service District thereafter lawfully establishes from time to time with respect to the operation, maintenance, repair and replacement of the assets comprising the Water Delivery System.

6.17 Sewage Disposal Systems. The Owner of each Parcel shall be responsible to install on such Parcel at such Owner's expense a sewage disposal system for the Dwelling and other Improvements constructed on the Parcel. No cesspools shall be permitted on any of the Property. All types of sewage disposal systems shall be installed only after approval of the same by the Architectural/Technical Committee and any governmental regulatory health authorities having jurisdiction with respect to the Subdivision.

6.18 Drainage. No Owner shall alter the flow of natural drainage from his Parcel, nor shall any Owner permit accelerated storm run-off to leave his Parcel without first using reasonable means to dissipate the flow energy.

6.19 Groundwater Protection. Except for the use on the Property of approved septic tank systems, and except for propane storage tanks, no underground storage tanks for fuels or chemicals of any kind may be installed on the Property. Except for water tanks comprising a part of the Water Delivery System and except for propane storage tanks, no above ground storage tanks shall be permitted. The cost to install any propane storage tanks and to obtain propane delivery service on any Parcel shall be the sole responsibility of each Parcel Owner. The commercial application of pesticides, insecticides, fungicides, biocides, or other chemicals, except fertilizers, is prohibited, except for applications in conjunction with the preservation or enhancement of the rangelands and other natural areas within the Subdivision, all of which shall be professionally applied under the direction or oversight of the Architectural/Technical Committee.

6.20 Protection of Springs and Streams. The construction of any Dwellings or other Permitted Improvements should not alter or impede the natural flow of surface waters or ground waters. An Owner planning to construct a Dwelling or other Permitted Improvements on a Parcel proximate to streams or springs should seek the advice of a licensed architect or professional engineer, particularly if the Dwelling or other Permitted Improvements is to include basement space. The flow of any stream, creek or spring may not be stopped or dammed without the approval of the Architectural/Technical Committee and any necessary approvals from any governmental authority having jurisdiction thereof. No lakes, ponds or other bodies of water located within the Subdivision shall be filled in or otherwise altered without the prior consent of the Architectural/Technical Committee and the prior consent and approval of any governmental authority having jurisdiction with respect thereto. The Owner of each Parcel may provide for the enhancement of stock watering ponds and other water features intended for the benefit and use of wildlife on any portion of such Owner's Parcel, provided that such Owner obtains the prior consent of the Architectural/Technical Committee and the prior consent and approval of any governmental authority having jurisdiction with respect thereto. The approval of

Architectural/Technical Committee with respect to such stock watering pond or other water feature shall be sought by the Owner in the manner set forth in Section 5.3 of this Declaration.

6.21 No Transient Lodging Uses. The Parcels are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Parcel shall be for a period of less than 30 days. No Parcel shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Parcel.

6.22 Hunting. Except as specifically provided in this Declaration or in the Guidelines, the hunting, trapping, and harassment of wildlife, by firearms or any other means, is expressly prohibited within the Subdivision. Notwithstanding the foregoing, as part of the Wildlife Resources Management Plan adopted by the Association or the Architectural/Technical Committee, certain limited periodic bow hunting may be permitted by the Association or by the Architectural/Technical Committee within the Subdivision in order to comply with the requirements of the Utah Division of Wildlife. Any such hunting permitted within the Subdivision shall be strictly limited to bow hunting and shall be limited to designated portions of the Subdivision. Also, the Architectural/Technical Committee or the Association shall have the right to approve and adopt, from time to time, plans for the removal of diseased animals, problem animals or predators from locations within the Subdivision by the use of any means deemed appropriate by the Association or the Architectural/Technical Committee, which means may include the use of firearms. In no event shall such limited hunting be permitted within any Areas of Disturbance. If the Association or the Architectural/Technical Committee approves a plan for the hunting of wildlife within certain specified areas of the Subdivision, the Owners of the Parcels within the Subdivision shall have the right to prohibit or prevent hunting on any such Owner's Parcel which is otherwise approved and allowed by the hunting plan adopted by the Association or the Architectural/Technical Committee.

6.23 Wildlife Protection. Except as otherwise expressly permitted by the Architectural/Technical Committee, the discharging of firearms will be prohibited within the boundaries of the Subdivision. All violators will be prosecuted to the maximum extent of the law. All game trails shall remain unobstructed, and access will be maintained to all streams, creeks and ponds for the protection and welfare of the native wildlife within the Property. One of the primary objectives of this Declaration is to protect and retain a large elk herd which presently inhabits the Property as a long-term amenity for the Property. Consequently, in interpreting and enforcing the provisions of this Declaration, the Association and the Architectural/Technical Committee shall seek to prevent the construction of any Improvements or any fencing within the elk breeding grounds, the elk calving areas and the elk migration corridors located within the Property in order to ensure the long-term inhabitation of the Property by the elk. The Association and the Architectural/Technical Committee shall also seek to preserve and protect the habitats of the other wildlife which inhabit the Property, including deer, bear, mountain lion, wildcats and a wide variety of smaller mammals and birds, all of which are deemed to be a significant asset of the Property. The Association and the

Architectural/Technical Committee, in approving the location of the construction of any Improvements within the Subdivision, shall endeavor to assure that all game trails within the Property remain unobstructed and shall seek to assure that access shall be provided to all streams, creeks, and ponds within the Property for the protection and welfare of the natural wildlife within the Property.

6.24 Restriction on Vehicles. All vehicles operated within the Subdivision shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise. All vehicles shall be operated only on such roads and trails as may be designated from time to time by the Architectural/Technical Committee for the operation of such vehicles, and no vehicle shall be operated in any manner which could cause damage or harm to the natural environment and landscape of the Property or any of the wildlife on the Property. The Architectural/Technical Committee shall have the power to restrict the use of any vehicle in any manner which creates any nuisance or any offensive or objectionable noise or in any manner which poses a threat to the natural environment and landscape of the Property or to any of the wildlife on the Property. In no event shall motor driven bikes or other vehicles be operated at any location within the Subdivision unless the noise emitted by such vehicle is muffled to comply with the noise standards established from time to time by the Architectural/Technical Committee. Mufflers on all vehicles operated within the Subdivision must conform to the noise standards established from time to time by the Architectural/Technical Committee. All drivers of vehicles must be legally licensed. Under no circumstances will motorized vehicles, including but not limited to snowmobiles, dirt bikes, and other forms of such all terrain vehicles, be used to pursue the native wildlife.

6.25 Road and Trail Usage. The Architectural/Technical Committee shall establish from time to time a system of trails within the Subdivision, which may include trails for equestrian use, hiking, non-motorized vehicles, cross-country skiing, and, in some circumstances, motorized vehicles. No motorized vehicles shall be operated on any trails set aside exclusively for hiking, horseback riding, non-motorized vehicles, and cross country skiing. The Architectural/Technical Committee may, from time to time, also establish additional rules and standards with respect to the use of the trails, such as: (i) appropriate times of use; (ii) appropriate seasons of use; (iii) appropriate speeds of travel; (iv) rules of use etiquette; (v) restricting use to designated areas and/or trails, including the closing of other areas and trails; (vi) restrictions on use by guests of Owners; and (vii) rules for maintenance and clean up of the trails.

6.26 Equestrian Trail Easements. The Architectural/Technical Committee shall establish a system of equestrian trails within the Subdivision. The location of the equestrian trails shall be limited to the easement corridors which are established on the Plat within 300 feet on each side of the boundary lines of the Parcels within the Subdivision. The equestrian trail easements and all other trail easements established within the Subdivision are established for the use and benefit of all of the Owners of the Parcels within the Subdivision and the guests and invitees of such Owners. The equestrian trail easements and all other trail easements established within the Subdivision are not created for the use or benefit of the general public, and the Owners and the Association shall be entitled to take such legal action as is necessary in order to preclude the general public from utilizing such trail easements within the Subdivision. No improvements

of any kind, including without limitation fences or other types of barriers or obstructions, shall be constructed within the equestrian trail easements located on the Parcels within the Subdivision.

6.27 Conservation Easement. Each Parcel is subject to the perpetual, irrevocable Conservation Easement which has been granted by the Declarant to the Conservation Easement Grantee and which pertains to and affects all of the Property within the Subdivision other than (a) the Areas of Disturbance located on the Parcels and (b) the approximately 25 acre parcel comprising a portion of the Common Areas within the Subdivision. The uses of the Property within the Subdivision permitted by the Conservation Easement are consistent with the terms and conditions of this Declaration. The Conservation Easement Grantee has been granted the right under the Conservation Easement to enforce all of the terms and conditions set forth in the Conservation Easement. The Conservation Easement Grantee has the right to approve any proposed changes to the Buildable Area or the Fenceable Area of each Parcel which differs from the location of the Buildable Area and the Fenceable Area as shown on the Constraints Map.

6.28 Grazing Leases. Prior to the recording of the Plat and this Declaration in the Office of the Recorder of Wasatch County, Utah, Heber Ranches, L.L.C., as lessor, entered into that certain Grazing Lease (the "Grazing Lease") dated July 21, 1997 with Benjamin Fitzgerald and Circle Dot Livestock, as lessee, which Grazing Lease pertains to and affects all of the real property located within the Subdivision in addition to other adjacent land owned by Heber Ranches, L.L.C. Pursuant to the Grazing Lease, the lessee thereunder has the right to run up to 2,800 ewes, plus their lambs, on the property which is subject to the Grazing Lease during a grazing period beginning on May 1 and ending on November 30 of each year. The lessee is obligated to ensure proper range management and is obligated to protect the land from overgrazing. The Owner of each Parcel shall have the right to prevent such lessee's sheep from entering within the Area of Disturbance on each Parcel through the construction of fencing which is approved by the Architectural/Technical Committee. The Owner of a Parcel shall not have the right to prevent the lessee under the Grazing Lease from utilizing portions of such Owner's Parcel outside of the Area of Disturbance for the grazing of sheep. The Grazing Lease begins on May 1, 1998 and may be extended for five years. In addition to the grazing rights granted pursuant to the Grazing Lease, the Association and/or the Architectural/Technical Committee may require the Owner of each Parcel to allow livestock grazing on areas outside the Area of Disturbance of each Parcel as part of a livestock grazing plan and rangeland management plan which is intended to prevent the degradation of the range and to maintain suitable habitat for the various species of wildlife located within the area. In the event that the Owner of a Parcel declines to execute any grazing leases proposed or recommended in the future by the Association or the Architectural/Technical Committee, which proposed grazing leases do not affect any areas located within the Area of Disturbance on such Owner's Parcel, then this Declaration shall be deemed to have created in favor of the Association and the Architectural/Technical Committee an easement upon each Parcel within the Subdivision which affects all portions of the Parcel lying outside of the Area of Disturbance and which easement shall entitle the Association to execute from time to time grazing leases granting grazing rights to third parties, which grazing leases are intended to maintain and enhance the forage needs of wildlife and to prevent the degradation of the range and to maintain a suitable habitat for the various species of wildlife located within the area.

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ARTICLE VII

RESTRICTIONS ON PARCELS

7.1 Area of Disturbance within the Buildable Area. With respect to each Parcel within the Subdivision, the Constraints Map sets forth the perimeter boundaries of an area within such Parcel which is identified as the Buildable Area. Prior to the commencement of the construction of any Improvements on a Parcel, the Owner of the Parcel must obtain the written approval of the Architectural/Technical Committee for the location of the 10 acre Area of Disturbance for such Parcel, which Area of Disturbance must be located within the Buildable Area. With the exception of driveways for ingress and egress, wells, underground water lines and underground utility lines, no Improvements shall be constructed on any Parcel outside of the Area of Disturbance on such Parcel. In order for the Owner of the Parcel to obtain the approval of the Architectural/Technical Committee for the selection of the Area of Disturbance for such Parcel, the Owner shall deliver to the Architectural/Technical Committee a topographical survey which identifies the location of the Buildable Area for such Parcel and which identifies the location of the proposed 10 acre Area of Disturbance for such Parcel. The survey shall set forth a metes and bounds description of the perimeter boundaries of such proposed Area of Disturbance. Upon receipt of such survey and such written request from the Owner of a Parcel for approval of the Area of Disturbance, the Architectural/Technical Committee shall review such proposal and shall respond to the Owner within thirty days of such submission. Provided that the Area of Disturbance is located within the Buildable Area shown on the Constraints Map for such Parcel, if the Architectural/Technical Committee has not rejected the proposed location of the Area of Disturbance for such Parcel within thirty days after submission of such proposal, the proposal shall be deemed to have been approved. At such time as the Architectural/Technical Committee has approved the location of an Area of Disturbance for a Parcel, the Owner of such Parcel shall be obligated, at such Owner's expense, to cause the perimeter boundary of the Area of Disturbance to be staked and marked in a manner approved by the Architectural/Technical Committee. The Architectural/Technical Committee shall maintain a record of all Areas of Disturbance which have been approved with respect to each Parcel within the Subdivision. The Architectural/Technical Committee shall submit to the Conservation Easement Grantee written notice of each 10 acre Area of Disturbance which has been approved by the Architectural/Technical Committee. In the event that the Owner of a Parcel proposes the location of any Area of Disturbance which would include any property located outside of the Buildable Area for such Parcel as shown on the Constraints Map, then the Owner of such Parcel shall deliver to the Architectural/Technical Committee a \$500 review fee together with such Owner's written request and survey with respect to such proposal. The Architectural/Technical Committee shall have a period of sixty days to review such submittal, and the Architectural/Technical Committee shall seek the written approval of the Conservation Easement Grantee for the location of the Area of Disturbance outside the Buildable Area as shown on the Constraints Map for such Parcel. The Owner of the Parcel who seeks the approval of an Area of Disturbance, all or a part of which is located outside the Buildable Area for such Parcel as shown on the Plat, shall be responsible for paying all costs and expenses incurred by the Architectural/Technical Committee in seeking the approval of Conservation Easement Grantee. If the Architectural/Technical Committee and the Conservation Easement Grantee have not

approved or rejected any proposed relocation of the Buildable Area within sixty days after payment of the review fee and the submission of the survey with respect to such proposed change by the Owner, the submission shall be deemed to have been disapproved.

7.2 Fenceable Area. Fenceable Area shall mean any portion of the approximately 25 acre parcel comprising part of the Common Areas and the 10 acre Area of Disturbance for each Parcel. In order to protect and preserve the habitat of the elk and the other wildlife which inhabit the Property, no fencing of any type shall be constructed outside of the Fenceable Area on any Parcel. Within the Fenceable Area of each Parcel, the Owner of such Parcel must seek the approval of the Architectural/Technical Committee for the construction or installation of any fencing pursuant to the procedures set forth in Section 5.3 of this Declaration. In the event that the Owner of a Parcel proposes to change the location of the Fenceable Area on such Owner's Parcel, the Owner shall submit such proposal to the Architectural/Technical Committee in writing, together with a \$500 review fee and a topographical survey which sets forth the location and a metes and bounds description of the Fenceable Area for such Parcel, and of any such proposed changes to the Fenceable Area. Such proposed change to the Fenceable Area shall require the consent of the Architectural/Technical Committee and also the prior written approval of the Conservation Easement Grantee. The Owner requesting any such change to the location of the Fenceable Area shall be responsible to pay all costs and expenses incurred by the Architectural/Technical Committee in reviewing such proposed change to the Fenceable Area and in seeking the approval of the Conservation Easement Grantee with respect to such proposed change to the Fenceable Area. If the Architectural/Technical Committee and the Conservation Easement Grantee have not approved or rejected any proposed relocation of the Fenceable Area within sixty days after payment of the review fee and the submission by the Owner of the survey with respect to such proposed change, the submission shall be deemed to have been disapproved.

7.3 Number and Location of Dwellings: No Dwelling or other Improvements shall be placed, erected, altered, or permitted to remain on any Parcel other than one (1) primary single family Dwelling, one (1) caretaker dwelling and one (1) garage together with related nonresidential Improvements which have been approved by the Architectural/Technical Committee. At the time of construction of the primary single family Dwelling on any Parcel, said Parcel must also be improved with a garage with at least a two (2) car capacity. Whenever possible, the garage doors will not face towards the main access road or the main view corridor from other Owner's homesites. A garage must be provided for each owned vehicle. One (1) caretaker dwelling may be constructed on each Parcel, provided that the size and location and all aspects of such caretaker dwelling are approved by the Architectural/Technical Committee and, provided further, that the applicable zoning and building ordinances of any governmental entity having authority with respect to the Property permits the construction of a caretaker dwelling. In no event shall the caretaker dwelling on any Parcel have a Floor Area in excess of 2,000 square feet. The caretaker dwelling shall use the same driveway access used by the primary single-family Dwelling on such Parcel. The distance between the caretaker dwelling and the primary single-family Dwelling on each Parcel shall be no greater than 300 feet.

7.4 Floor Area: The primary single family Dwelling which may be constructed on a Parcel in the Subdivision shall have a minimum living Floor Area, exclusive of garages,

balconies, porches, decks and patios, of 2,400 square feet. The caretaker dwelling on any Parcel shall have a minimum living Floor Area, exclusive of garages, balconies, porches, decks and patios of 1,500 square feet. The living Floor Area of the caretaker dwelling on a Parcel shall not exceed 2,000 square feet.

7.5 Primary Single Family Dwelling or Caretaker Dwelling to be Constructed First: No garage or other structure shall be constructed on any Parcel until after commencement of construction of the primary single family Dwelling or a caretaker dwelling on the same Parcel. All construction and alteration work shall be prosecuted diligently, and each Dwelling or caretaker dwelling which is commenced on any Parcel shall be entirely completed within fifteen (15) months after commencement of construction. A three (3) month grace period after the initial fifteen (15) month period has expired may be granted by the Architectural/Technical Committee upon the showing of just cause for such grace period.

7.6 Placement of Improvements: With the exception of driveways for ingress and egress, wells, underground water lines and underground utility lines, the placement of each Dwelling and all other Improvements on a Parcel shall be in a location within the Area of Disturbance for such Parcel. In addition, the placement of every Dwelling and all other Improvements on the Parcel within the Area of Disturbance must be approved by the Architectural/Technical Committee, and such placement shall respect existing land forms and generally follow contours and fit into the existing land mass rather than ignoring and dominating these forms. The location of all Improvements, including the Dwelling, on any Parcel within the Subdivision shall be in compliance with the set back requirements set forth in this Declaration and on the Constraints Map and in compliance with the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision. In approving the placement of each Dwelling and all other Improvements in the Subdivision, the Architectural/Technical Committee shall endeavor to provide for maximum privacy, view corridors and maximum benefit to the individual Parcel and the surrounding Parcels and to maintain the overall beauty of the area.

7.7 Height Limitations: No portion of a Dwelling within the Subdivision shall exceed a height greater than the height limitations for vertical walls imposed by the County. The County height limitation on vertical walls presently provides that weighted average vertical distance from the grade of the building to the top of the building walls shall not exceed twenty (20) feet. The manner of measurement shall be as set forth in the County's land management code. In addition to the vertical wall limitations established by the County, with respect to the roof of a Dwelling, the maximum ridgeline height shall not exceed thirty-three (33) feet above the natural grade. This measurement applies to all elevations of the Dwelling, the intent being that buildings will conform with and reflect the natural contour of the land.

7.8 Towers, Satellite Receivers and Antennas: No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Parcel. It is recommended that lightning rods be installed on all Dwellings and Barns. Satellite receivers, in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view from any surrounding Parcel Owner.

7.9 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Parcel except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Article V hereof.

7.10 Fences: Fencing shall be allowed with the approval of the Architectural/Technical Committee, but all fencing within the Subdivision must be located within the Fenceable Area, and shall be constructed in accordance with the following requirements:

(a) All such fencing shall be log fencing with fence posts consisting of vertical log poles six inches in diameter and with three horizontal log poles four inches in diameter. In order to contain smaller animals, the Architectural/Technical Committee may approve wire mesh along the bottom three feet of such log fencing. No barbed wire shall be utilized on any fencing. All fencing within the Subdivision shall have a continuity of appearance in keeping with the setting and surroundings of the Property. All fencing screens or walls shall be of a type, design, material and height as may be approved by the Architectural/Technical Committee. The fencing shall not exceed 42 inches in height. Customized entrances through such fencing into the Parcel must be approved by the Architectural/Technical Committee.

7.11 Flashing and Roof Gutters: Flashing and/or roof gutters or other metal fittings on the exterior of Dwellings or other Improvements shall be painted to match or blend with adjacent materials on other Improvements.

7.12 Location of Improvements and Driveway Length: A parcel plan showing the desired location of the proposed Dwelling and all other Improvements within each Parcel and the driveway and any additional excavation shall be submitted to the Architectural/Technical Committee for approval before any construction shall commence. Dwelling locations will not be allowed on the trails located within each Parcel. Any driveway which is proposed to be 150 feet or longer will require that an emergency vehicle will have room by the Dwelling within which to turn around, and the design, location and size must be approved by the Architectural/Technical Committee.

7.13 Driveway Access: All individual driveway access locations on each Parcel within the Subdivision shall be designed to function well with the site location and layout of the Dwelling on the Parcel. Care shall be taken in establishing the location of driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed twelve percent (12%), unless a variance is received from the Architectural/Technical Committee. The minimum and maximum width of any driveway shall comply with the standards and specifications specified by the County at the time a building permit is issued by the County for the driveway improvements on each Parcel. Where possible, driveways shall parallel the slope to lessen site impact. The approaching driveway shall align itself with the intersecting road at approximately ninety (90) degrees for twenty-five (25) feet. A maximum of four percent (4%) grade will be designed along the center line of this portion of the drive. Cross slope will be

three percent (3%). The sides of the private drive will blend into the appropriate grade of the twelve percent (12%) road at the same twenty-five (25) foot distance. When necessary to cut and fill, balance shall be sought. Cut and fill areas shall be contoured to two (2) feet horizontal in one (1) foot vertical slopes. A retaining wall may be required by the Architectural/Technical Committee for cuts in excess of four (4) feet. Driveway access for all Parcels within the Subdivision may not be from any street or road other than interior roads within the Subdivision. Parcel Owners shall not grant or improve additional rights-of-way and/or easements across their Parcels in addition to those rights-of-way and easements that are already of record at the date of the Plat recordation, except for easements granted to the Declarant or to the Association. Subject to the approval of the Architectural/Technical Committee as set forth in Section 5.3, the Owner of each Parcel may construct an entry monument for such Parcel, and such entry monument shall be located no closer than 100 feet to the Roadway where the Roadway enters such Parcel.

7.14 Building, Masses, Form and Roof Lines: In all cases, building masses, forms and roof lines shall conform to and with the existing contours. At no point shall the maximum height of any Improvement on any of the Parcels exceed an elevation of two (2) stories of living space above the existing land contour at said point. Basements shall be allowed contingent upon the height of the water table.

7.15 Architectural Requirements: Notwithstanding the content of the Guidelines, the following shall be considered to be minimum architectural requirements:

(a) Every Dwelling and other Improvement must be custom built to compliment the area with an emphasis on natural or earth tone colors and stained wood, with a preference of log structure style architecture.

(b) Stone work is required to cover all finished concrete areas on any Dwelling or other Improvement. No brick work, stucco, vinyl or metal style homes will be allowed.

(c) No dome, A-frame or modified A-frame Dwellings shall be allowed or constructed.

(d) No prefabricated Dwellings or trailers shall be allowed or constructed.

(e) Roofs on all buildings shall be constructed with a minimum overhang of not less than four (4) feet on all elevations, and must be designed so that all roof areas drain. All roofs shall be made of fire resistant shingles, metal or ceramic, which in all cases must be approved by the Fire Marshall of the governmental authority having jurisdiction over the Subdivision prior to construction. All roofs shall be of a darker shade of earth tone color, with naturally aged copper roofing preferred. Emphasis should be placed on using fire resistant materials.

(f) Concrete walls that are exposed to view from all exterior elevations will be covered with a natural stone.

(g) Structural projections such as balconies, decks and roof gables will be constructed of fire resistant materials or materials treated with fire retardant chemicals.

(h) Roof, attic and underfloor openings will be screened or closed off.

(i) All chimneys burning solid or liquid fuels will be equipped with screens over the outlet of 16 gauge wire and have a maximum of one-half inch wide holes.

(j) Flat top structures with horizontal roofs will be prohibited in areas where vegetation is higher than the roof. However, all Dwellings shall have a 10:12 pitch minimum slope on the roof.

(k) Icicles and ice buildup must be considered and addressed regarding the dangers caused by falling ice and ice accumulation on walks and building entrances.

(l) All building designs must be approved and certified by a qualified structural engineer. Particular attention should be given to snow loads on roofs and frost line depth for foundations and plumbing installations.

(m) The following are the minimum insulating and weatherstripping requirements in all heated Dwellings:

1. All outside walls shall have a minimum insulation factor of R-19.
2. All ceilings separating attic from roofs shall have a minimum insulation factor of R-30. All vaulted ceilings that are also the roof shall have a minimum insulation factor of R-36.
3. Exposed underfloor areas shall have a minimum insulation factor of R-25.
4. Perimeter concrete foundation walls shall be insulated with a minimum of two inch rigid insulation on the outside of walls.
5. All outside windows shall be double glazed.
6. All outside doors and windows shall be weather-stripped on all edges.

(n) Flashing or roof gutters or other metal fittings on the exterior of Dwellings shall be copper or CorTen steel or other materials which takes on a natural patina or shall be painted to match or blend with adjacent materials on Dwellings.

(o) All buildings, structures and improvements on any Parcel shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Subdivision.

(p) All water lines and septic lines shall be buried a minimum of six (6) feet, and such lines are not to be installed in the outside walls, overhangs or in uninsulated attic or crawl spaces.

7.16 Fire Suppression: Notwithstanding the content of the Guidelines, the following shall be considered to be minimum fire suppression requirements:

(a) All hazardous fuels in the form of native vegetation will be cleared to not less than thirty (30) feet around a structure. Fuel breaks may contain individual specimen trees, ornamental plants or similar vegetation used as groundcover; provided they do not provide a means of transmitting wildfire from native vegetation to structures. All fuels will be removed to a minimum of thirty (30) feet around all chimneys, stove pipes and outdoor fireplaces. Any requested variance to this subsection must be approved by the Architectural/Technical Committee.

(b) Trees in fuel breaks shall be pruned and kept free of dead vegetative materials.

(c) All vegetation removed during construction will be disposed of by chipping, burial or removal.

(d) Excess flammable construction material will be disposed of by removal or other means approved by the Architectural/Technical Committee and by the planning and building department of the governmental authority having jurisdiction over the Subdivision.

(e) Combustible trash and rubbish shall be removed from each Parcel.

(f) One exterior freeze proof water tap far enough from the Dwelling to permit hose protection to all sides and the roof of the Dwelling shall be provided at each Parcel.

(g) All Dwellings shall install a sprinkler fire protection system, as approved by the Fire Marshall of the government authority having jurisdiction over the Subdivision.

ARTICLE VIII

OWNERS' MAINTENANCE OBLIGATIONS

8.1 Duty to Maintain. It is the obligation of the Owner of each Parcel to maintain properly his Parcel and the Improvements to the Parcel in a good state of repair and an attractive, safe, and healthy condition at all times in order to preserve and enhance the enjoyment of the Subdivision.

8.2 Repair by Association. In the event that an Owner permits his Parcel or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or an unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the

condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Parcel and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to pay promptly the reasonable costs of any work performed under this provision. Unpaid amounts will accrue interest at the lawful judgment rate under applicable state law.

8.3 Alterations of Exterior Appearance. The Owners will maintain their Parcels and Improvements in substantially the same condition and appearance as that approved by the Architectural/Technical Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic, will be made without the advance written consent of the Architectural/Technical Committee.

8.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural/Technical Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural/Technical Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Parcel for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE IX

CONSTRUCTION COVENANTS

9.1 Introduction. In order to minimize the disturbance of the Property within the Subdivision during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on a Parcel. The Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner shall be liable.

9.2 Pre-Construction Conference. Prior to the commencement of construction, the Owner and builder will meet with the Architectural/Technical Committee to review these regulations and coordinate the construction activities within the Subdivision. At the conference, or prior to the Architectural/Technical Committee granting its approval, the Owner or builder must supply a construction site plan showing the location of material storage areas, the portable

toilet, any construction office or trailer, and the trash dumpster. This plan must be approved by the Architectural/Technical Committee prior to the commencement of construction.

9.3 Marking Limits of Disturbance. Prior to the commencement of construction, the Owner shall survey and mark the limits of disturbance area(s) of the Parcel designated by the Architectural/Technical Committee as part of the plan approval process, which in all cases must be entirely within the Area of Disturbance for such Parcel. The limits of disturbance area boundary will be marked with surveyor's tape and roped-off or fenced to prevent any intrusion by construction activity.

9.4 Occupational Safety and Health Act Compliance. The builder shall comply with the standards and regulations of the United States Department of Labor under the Occupational Safety and Health Act.

9.5 Portable Office or Trailer. Any builder who desires to bring a portable office or trailer onto a Parcel shall first apply for and receive written approval from the Architectural/Technical Committee. The Architectural/Technical Committee will work closely with the builder and Owner to determine the best possible location for the portable office. The portable office will be located in a location approved by the Architectural/Technical Committee and within the limits of disturbance area. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a certificate of occupancy, (ii) the termination, expiration, or cancellation of the applicable building permit, or (iii) the suspension of construction activities for a period of 60 days.

9.6 Construction Debris Removal. The builder must comply with County ordinances and the requirements of the Architectural/Technical Committee requiring the placement and maintenance of a trash container or dumpster on the Parcel. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind. Such container shall be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Parcel, the Property or anywhere within the Subdivision.

9.7 Construction Area Appearance. The Parcel must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside the Dwelling and out of sight, whenever practical and possible.

9.8 Sanitary Facilities. The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Parcel at a location approved by the Architectural/Technical Committee and must be removed from the site at such time as the permanent plumbing system is operational.

9.9 Construction Parking and Vehicles. Construction crews must park their vehicles on the Parcel on which they are working and shall not use or park on any other Parcel or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

9.10 Conservation of Landscape Materials. To the extent reasonably possible, native plant material removed from a Parcel during the construction process should be preserved for replanting on the Parcel. Topsoil, rock outcroppings, boulders, springs and seeps should be preserved.

9.11 Blasting. In the event that it is necessary to blast in conjunction with the construction of any Dwelling or Improvement, the Owner must notify the Architectural/Technical Committee in advance. In addition the builder must comply with all ordinances and regulations of the County and all other governmental authorities having jurisdiction over the Subdivision applicable to blasting. Advance notice to the Architectural/Technical Committee shall be sufficient to allow reasonable review of the governmental permits by the Architectural/Technical Committee. No blasting, impact digging, or pile driving causing seismic vibrations may be undertaken without the prior written consent of the Architectural/Technical Committee.

9.12 Construction Sign. During periods of actual construction on the Dwelling, the Owner or builder may install a sign not to exceed six square feet in area identifying the Parcel and the builder. The sign must be removed upon completion or abandonment of construction.

9.13 Hours of Work. Daily working hours on the site shall be limited to the period beginning one-half hour after sunrise and ending one-half hour before sunset, unless otherwise restricted by County ordinances. The builder is responsible for controlling noise emanating from the site.

9.14 Soil Conservation, Dust. At all times when the surface of the Parcel is disturbed by construction activity and revegetation has not been completed, the builder shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

9.15 Removal of Mud. The builder is responsible for cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

9.16 Construction Access. Construction access to the Dwelling is limited to the driveway and utility corridors designated on the approved site plan for the Dwelling. The natural areas of the Subdivision shall not be used for ingress or egress, temporary utility lines, delivery of material, or otherwise disturbed during construction.

9.17 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within a period of six months from commencement. All landscaping and soil stabilization work must be completed as soon as

possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

9.18 Repair of Damage. Each Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to such Owner's construction. The Association, if necessary, shall initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Parcel. In order to secure the duty of each Owner to repair all damage from construction activity pertaining to that Owner's Parcel, each Parcel Owner shall deposit with the Architectural/Technical Committee a cash sum in the amount of \$8,000, which shall be due and payable prior to the commencement of any construction activities on such Owner's Parcel and in no event later than the date that the County issues a building permit with respect to the construction activity to be performed on such Parcel. The Architectural/Technical Committee shall deposit such amount in an interest-bearing account. All interest accrued on such deposit shall become a portion of the deposit and may be utilized by the Architectural/Technical Committee and/or the Conservation Easement Grantee to pay for any damages that result from construction activities on or pertaining to the Owner's Parcel. At the conclusion of the construction activity and upon the written verification by the Architectural/Technical Committee and by the Conservation Easement Grantee that all damages resulting from such construction activity on or pertaining to such Owner's Parcel have been repaired and paid for in full, all unused portions of such deposit, together with any remaining interest earned thereon, shall be returned to the Owner of the Parcel in question. Without limiting the generality of the foregoing, such deposit may be utilized by the Architectural/Technical Committee or by the Conservation Easement Grantee in order to repair or correct any damage to the Parcel, including damage which occurs outside the Area of Disturbance, as a result of such construction activities. For income tax purposes, all interest earned on the deposit shall be deemed interest earned by the Owner of the Parcel in question.

ARTICLE X

COMBINATION OF PARCELS

10.1 Right to Combine Parcels. Subject to the provisions of this Declaration and the limitations set forth in this Article X, any Owner may combine two or more adjoining Parcels within the Subdivision. In the event any Owner desires to combine two or more Parcels, the Owner may, with the consent of the Architectural/Technical Committee, combine and consolidate the Areas of Disturbance for such combined Parcels into a single area, which must be located within the Buildable Areas, as shown on the Constraints Map, of one of the combined Parcels. In the event that the Owner of such Parcels desires to relocate the Buildable Area or the Fenceable Area for one or both of such Parcels in connection with such proposed combination of Parcels, such Owner shall comply with the provisions set forth in Sections 7.1 and 7.2 of this Declaration for seeking approval to alter the location of the Buildable Area or the Fenceable Area.

10.2 Other Easements Not Affected. The combination of one or more Parcels shall not impair the equestrian trail easements, utility easements and any other easements affecting the

combined Parcels as shown on the Plat or as otherwise recorded with the Recorder of Wasatch County, Utah, unless otherwise provided on the amended Plat which is recorded with the Recorder of Wasatch County, Utah for the purpose of evidencing the combination of such Parcels.

10.3 Combination Deemed Permanent. The combination of Parcels pursuant to this Article X shall be deemed to be permanent, and the Parcels may not be independently sold after construction has commenced on the Improvements for the combined Parcels.

10.4 Record Notice of Combination. The Owner of any Parcels that have been combined shall execute and deliver to the Architectural/Technical Committee a notice in recordable form, containing the name of the Owner and the legal description of the Parcels combined, which notice shall state that the designated Parcels have been combined and cannot subsequently be subdivided. The Association shall record such notice together with an amended Plat of the Subdivision showing the combination of such Parcels with the Recorder of Wasatch County, Utah prior to the commencement of construction of Improvements on such combined Parcels. The amended Plat must be approved by the County prior to the time it is so recorded. The Owner of the combined Parcels shall reimburse the Association for all costs and expenses incurred by the Association to prepare and record any such amended Plat and to obtain the County's approval of any such amended Plat.

ARTICLE XI

GENERAL PROVISIONS

11.1 The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

11.2 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

11.3 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Parcel), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies

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available under this Declaration are to be construed as being in addition to all other remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants contained in this Declaration with respect to such violation or with respect to any other violations.

11.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

11.5 Limited Liability. Neither the Declarant, the Trustees, or the Architectural/Technical Committee or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under this Declaration and without malice.

11.6 Term of Declaration, Renewal. This Declaration shall expire fifty years from the date it is first recorded with the Recorder of Wasatch County, Utah, provided however that in the last year prior to expiration, the Owners of eighty percent (80%) of the Parcels may, by written notice which is recorded with the Recorder of Wasatch County, Utah, agree to extend the term of this Declaration for a period of an additional twenty years, and at the end of each additional period of twenty years thereafter, the Owners of eighty percent (80%) of the Parcels may, by written notice which is recorded with the Recorder of Wasatch County, Utah, agree to extend the term of this Declaration for a period of twenty additional years.

11.7 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of eighty percent (80%) of the Parcels subject to this Declaration may amend the provisions of this Declaration, provided that if the Declarant owns or controls an interest in all or a portion of the Additional Land at the time of the proposed amendment, the consent of the Declarant will be required. Any such consent shall be in the exclusive judgment of the Declarant. Any amendment must be in writing and must be properly recorded in the office of the Recorder of Wasatch County, Utah. No amendment will be binding upon the holder of any mortgage or trust deed on any Parcel which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment. No amendment shall have the effect of increasing the number of Parcels or Dwellings within the Subdivision beyond that approved by the County and this Declaration, or making less restrictive the provisions of this Declaration regulating the uses of the Property within the Subdivision.

11.8 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Parcel in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Parcel, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Parcel.

11.9 Reservation of Easements. For the mutual benefit and convenience of all of the Owners, each Parcel is burdened by an easement 300 feet in width along all of the exterior boundaries of such Parcel for the purpose of establishing mechanized vehicle trail easements, equestrian trail easements, hiking trail easements, cross-country skiing trail easements, and for the installation and maintenance of utility services to the Subdivision. In addition to such 300 foot easements along the exterior boundaries of all Parcels in the Subdivision, the Architectural/Technical Committee shall have the right to create additional easements within the Subdivision for the purpose of establishing mechanized vehicle trail easements, equestrian trail easements, hiking trail easements, and cross-country skiing trail easements in such other areas as the Architectural/Technical Committee deems desirable or appropriate. Notwithstanding the foregoing, no such trail easements shall be located within the Area of Disturbance on any Parcel. By accepting the conveyance of any Parcel within the Subdivision, the Owner of such Parcel shall be deemed to have granted the right to all other Owners of Parcels within the Subdivision and their guests and invitees, but not the general public, to enter upon such easement areas within the Parcel for purposes of utilizing the trails established within the Subdivision. The Owner of each Parcel within the Subdivision shall also be deemed to have granted the right to the Association and to public utility companies to enter upon each Parcel for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Parcel as needed to perform their functions.

11.10 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

11.11 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in the interpretation of the provisions. The singular shall include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine and neuter as well.

11.12 Expansion of Project. The Declarant owns an interest in the Additional Land which adjoins or is in the vicinity of the Subdivision, which Additional Land is identified on the attached Exhibit "B". The Declarant may subdivide all or part of the Additional Land and may then add it to the Subdivision subject to this Declaration. Any of the Additional Land may be subjected to this Declaration and become a part of the Subdivision by recording a subdivision

plat describing such Additional Land and the parcels created on it, and a supplemental declaration stating that such Additional Land has been added to the Subdivision and is subject to these this Declaration. Any Additional Land will be added, if at all, within seven years from the date this Declaration is recorded. The terms and conditions of any supplement declaration recorded with respect to any Additional Land which is added to the Subdivision may vary, at the sole discretion of the Declarant, from the terms and conditions of this Declaration. It is possible that the Parcel sizes, with respect to such Additional Land added to the Subdivision, may vary from the sizes of the Parcels shown on the initial Plat for the Subdivision. The overall size of the ultimate project may vary, with some, but not all, of the Additional Land being added to the Subdivision.

11.13 No Obligation to Expand. The Declarant reserves the right to add some or all of the Additional Land to the Subdivision, but there is no obligation to do so. Any Additional Land, if not added to the Subdivision, may be developed in a manner that is different from the development plan utilized for the Subdivision.

11.14 Expansion in Phases. The Declarant may exercise its right to expand the Subdivision in one or more phases. The addition of some of the Additional Land does not obligate the Declarant to add the balance of the Additional Land to the Subdivision.

11.15 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use.

11.16 Reservation of Easements. Declarant expressly reserves for Declarant and Declarant's agents and employees easements of access, ingress and egress over the Parcels for the purpose of drilling wells, maintaining, repairing and installing water and other utility lines, drainage structures and other improvements which are to be constructed and installed by Declarant as provided in this Declaration or in connection with the Improvements required by the County to be installed and instructed by the Declarant, in accordance with the provisions of this Declaration.

11.17 Outdoor Riding Arena. The Declarant anticipates constructing within the Common Areas location shown on the Plat an outdoor riding arena (the "Outdoor Riding Arena") for the use and benefit of all of the Owners of the Parcels in the Subdivision, which may consist of an outdoor riding arena and related fencing and parking areas. The cost for the initial construction of the Outdoor Riding Arena shall be borne by the Declarant. Upon completion of the construction of the Outdoor Riding Arena, title thereto shall vest in the Association, and the Association shall thereupon assume all responsibilities to insure, maintain, repair, improve and replace, if necessary, the Outdoor Riding Arena. After the initial construction of the Outdoor Riding Arena by the Declarant, all costs to insure, repair, maintain, improve and replace, if necessary, the Outdoor Riding Arena shall be included within the assessments levied by the Association against each Parcel. In connection with the initial construction of such Outdoor Riding Arena, the Declarant shall seek the approval of the Architectural/Technical Committee with respect to the plans for such Outdoor Riding Arena.

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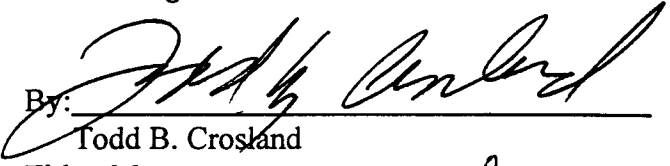
11.18 Enforcement of Declaration. The Association shall enforce all covenants, conditions, restrictions and management policies set forth in this Declaration. Upon the failure of the Association to enforce this Declaration, the County may do work or cause suit to be brought against the Association for the purpose of requiring the Association to enforce this Declaration and to recover the costs of said work, or the County itself may bring and prosecute a suit in the name of the Association for the purpose of enforcing this Declaration.

11.19 Conveyance of Common Areas. The Declarant hereby conveys to the Association those portions of the Subdivision designated on the Plat as Common Areas, which Common Areas shall be owned, improved and maintained by the Association for the equal and common benefit of and use by the Owners of all of the Parcels within the Subdivision. The address of the Association is 1132 South 500 West, Salt Lake City, Utah 84101.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

HEBER RANCHES, L.L.C., a Utah limited liability company

By: ASPEN RIDGE RANCHES, L.L.C., a
Utah limited liability company
Its: Manager

By: 
Todd B. Crossland
Title: Manager

By: 
Douglas K. Anderson
Title: Manager

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ASPEN RIDGE RANCHES, L.L.C., a Utah limited company

By: *Todd B. Crosland*
Todd B. Crosland
Title: Manager

By: *Douglas K. Anderson*
Douglas K. Anderson
Title: Manager

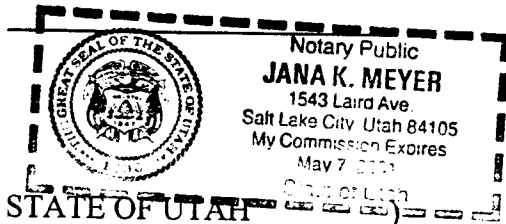
00206518 BK 00395 Pg 00044

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of September, 1998 by Todd B. Crosland in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company, which executed this instrument in its capacity as the Manager of Heber Ranches, L.L.C., a Utah limited liability company.

Jana K Meyer
NOTARY PUBLIC
Residing at: SIC UT

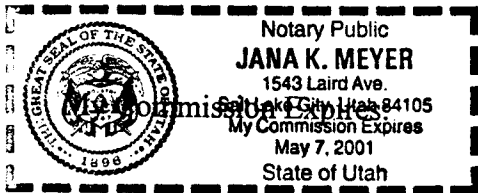
My Commission Expires:



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of September, 1998 by Douglas K. Anderson in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company, which executed this instrument in its capacity as the Manager of Heber Ranches, L.L.C., a Utah limited liability company.

Jana K Meyer
NOTARY PUBLIC
Residing at: SIC UT



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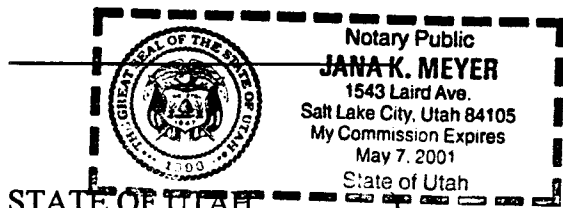
46

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of September, 1998 by Todd B. Crosland in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.

Jana K Meyer
NOTARY PUBLIC
Residing at: SLC UT

My Commission Expires:

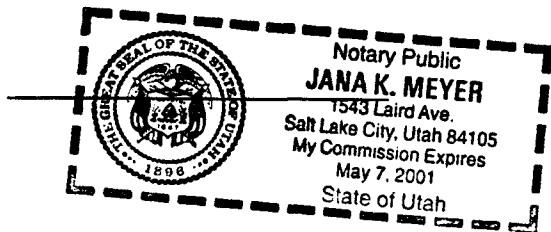


STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of September, 1998 by Douglas K. Anderson in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.

Jana K Meyer
NOTARY PUBLIC
Residing at: SLC UT

My Commission Expires:



00206518 Bk 00395 Pg 00046

EXHIBIT "A"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

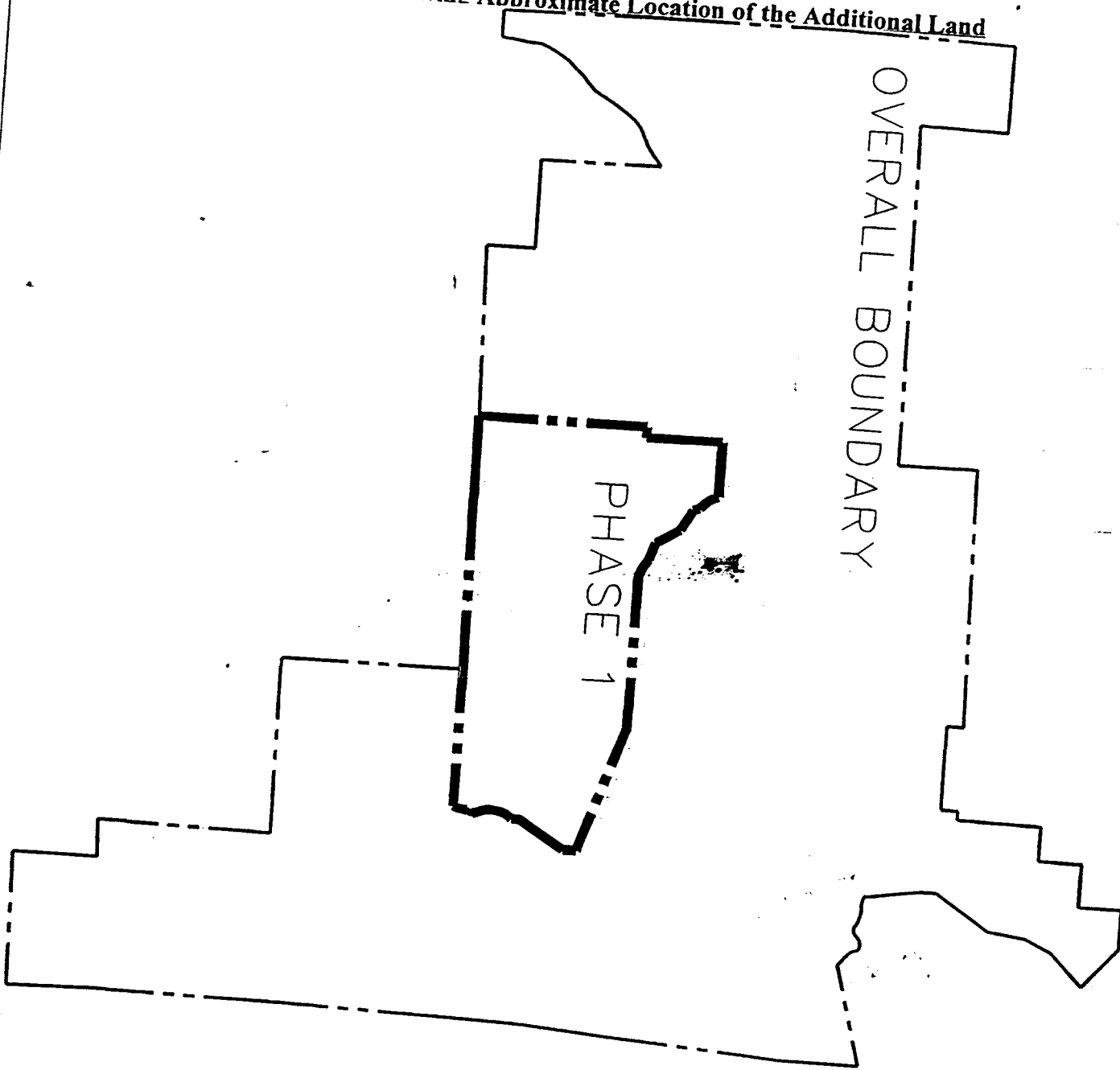
Legal Description of the Property

BEGINNING at the Southeast Corner of Section 33 Township 3 South, Range 6 East, Salt Lake Base and Meridian and running thence along the South Section line of Section 33, N 89°59'29" W 2,629.939 feet more or less to the South 1/4 corner of Section 33 thence along 1/4 Section line N 00°03'57" E 5354.110 feet more or less to the North Section line of said Section 33; thence along said common boundary East 338.920 feet; thence N 00°12'09" W 2275.864 feet, thence EAST 1691.756 feet; thence S 15°52'35" E 131.550 feet; thence S 31°52'35" E 241.210 feet; thence S 43°22'35" E 311.400 feet; thence S 23°22'35" E 199.990 feet; thence S 61°36'22" E 178.500 feet more or less to the calculated Section Line; thence S 59°08'30" E 542.546 feet; thence S 32°07'20" E 855.200 feet; thence S 71°37'20" E 555.190 feet; thence S 57°07'20" E 277.210 feet; thence S 70°07'20" E 195.820 feet; thence S 64°52'20" E 140.003 to the North Section line of Section 34; thence along Section Line S 89°52'20" E 3273.640 feet to the Northeast Corner of said Section 34; thence along Section Line N 89°41'51" E 1446.132 feet; thence S 71°00'22" E 4119.506 feet more or less to the calculated Section Line; thence along Section line S 00°15'34" E 366.576 feet, thence S 30°10'06" W 1667.370 feet to a point on a 300.000' radius curve to the left; thence along arc of said curve 166.148 feet, through a delta of 31°43'55" (Chord bears S 14°18'09" W 164.033 feet); thence S 01°33'49" E 147.314 feet to a non-tangent 900.000' radius curve the left; thence along arc of said curve 530.223 feet through a delta of 33°45'18" (chord bears S 24°15'53" W 522.589 feet); thence S 07°23'14" W 190.301 feet to a point on a 475.000' radius curve to the left, thence along arc of said curve 263.578 feet through a delta of 31°47'36" (chord S 08°30'34" E 260.209 feet) to a point on a 1250.000' radius reverse curve, thence along arc of said curve 179.258 feet through a delta of 8°12'59" (chord S 20°17'52" E 179.104 feet); thence S 16°11'13" E 174.568 feet to a point on a 100.000' radius curve to the right; thence along arc of said curve 114.617 feet through a delta of 65°40'15" (chord bears S 15°56'08" W 108.445 feet); thence S 48°46'16" W 43.565 feet to a point on a 100.000' radius curve to the left; thence along arc of said curve 68.697 feet through a delta of 39°21'38" (chord bears S 29°05'27" W 67.354 feet); thence S 09°24'38" W 234.885 feet to a point on a 456.558' radius curve to the right; thence along arc of said curve 163.653 feet through a delta of 20°32'15" (chord S 20°05'26" W 162.778 feet); thence along Section Line S 89°51'00" W 4169.226 feet to the Southeast Corner of said Section 34, thence along South Section Line S 89°27'39" W 5,297.189 feet to the POINT OF BEGINNING. Parcel contains 1,634 acres.

00206518 BK 00395 Pg 00047

EXHIBIT "B"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

Map Showing Approximate Location of the Additional Land



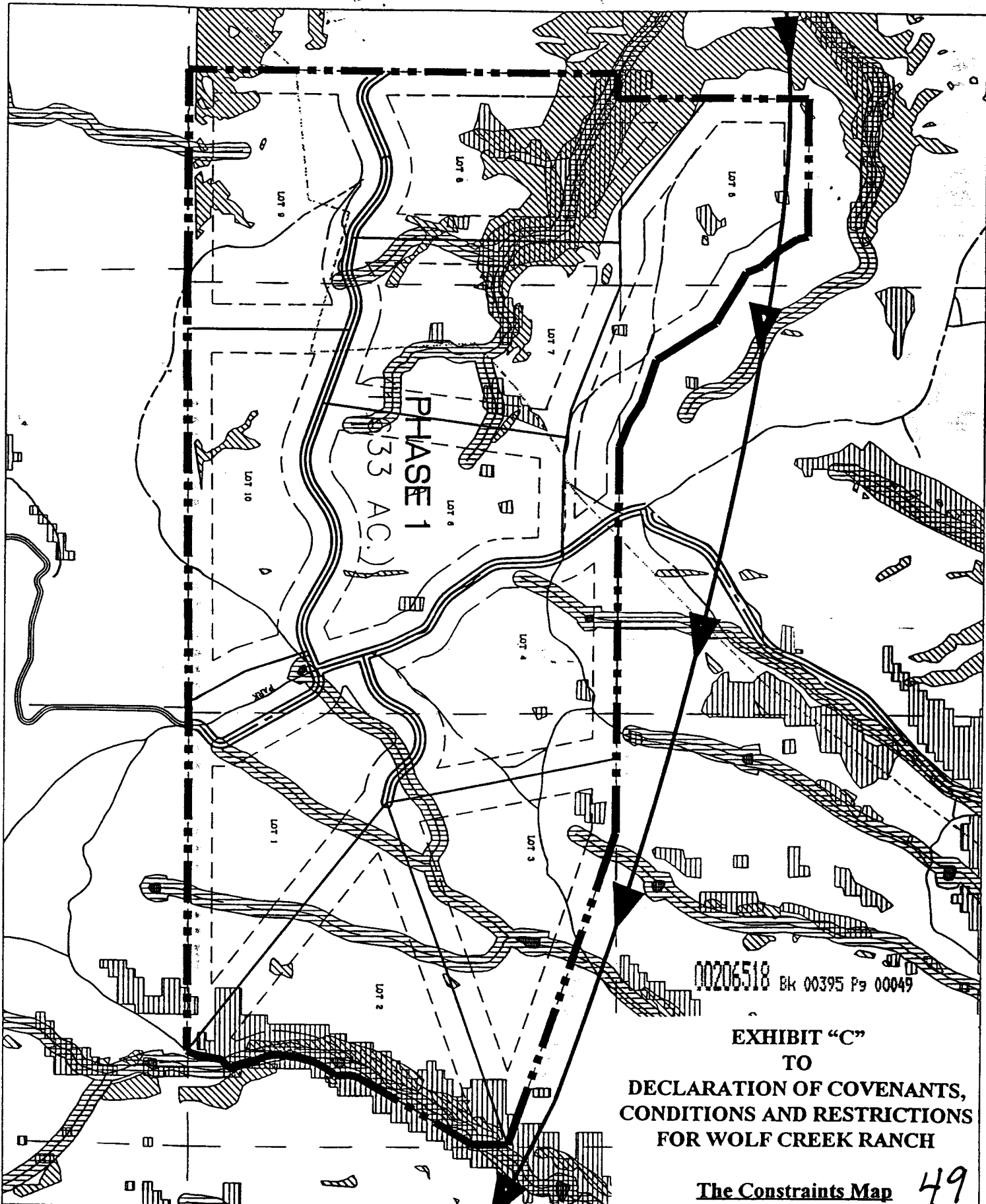
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<small>BOUNDARY</small> 	<small>DATE</small> _____		<small>BY THE STATE OF TEXAS</small> <small>COUNTY OF _____</small> THOMAS <small>REGISTERED PROFESSIONAL SURVEYOR</small> <small>NO. _____</small> <small>EXPIRES _____</small>	<small>SCALE</small> _____
	<small>BY</small> _____			

EXHIBIT "B"
WOLFCREEK RANCHES



00206518 BK 00395 Pg 00049

EXHIBIT "C"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

The Constraints Map

49

LEGEND	
	PHASE 1 BOUNDARY
	LOT BOUNDARY
	LAKE AND STREAM
	ADJOINING PROPERTY
	DEVELOPMENT RESTRICTIONS
	LINE SURVEY AND GRADERS
	ST. BAY ROAD
	PROP. ROAD

PSOMAS

Professional Surveying and Mapping Services, Inc.

EXHIBIT "C"
WOLFCREEK RANCHES
CONSTRAINTS MAP

DATE	0-5-00
BY	0-5-00
SCALE	AS SHOWN
PROJECT	WOLF CREEK RANCH
REVISIONS	

EXHIBIT "D"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

Articles of Incorporation of
Wolf Creek Ranch Homeowners Association, Inc.

00206518 Bk 00395 Pg 00050

00212510

RECEIVED

JUL 27 1998

STATE DIV. OF CORP AND COMM

ARTICLES OF INCORPORATION

FOR

WOLF CREEK RANCH HOMEOWNERS ASSOCIATION, INC.

The undersigned Incorporator, being a natural person over the age of 18 years, executes these Articles of Incorporation to form and establish a nonprofit corporation under the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, Section 16-6-18 et seq. of the Utah Code, and adopts the following Articles of Incorporation:

1. Name. The name of the corporation is Wolf Creek Ranch Homeowners Association, Inc. (the "Association").
2. Duration. The duration of the Association shall be perpetual, unless dissolved by the action of the Association or by operation of law.
3. Purposes. The Association is organized as a nonprofit corporation. The purposes of the Association are to function as the homeowners association for the subdivision known as Wolf Creek Ranch (the "Subdivision") located in Wasatch County, Utah and to enforce the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for the parcels (the "Parcels") within the Subdivision as set forth in the Declaration, and to provide the other services, and perform all of the other functions set forth in the Declaration as may become desirable or necessary for the benefit of the owners of the Parcels. The Association shall have all power, rights, and privileges available to nonprofit corporations under the laws of the State of Utah.
4. Membership. The Members of the Association shall be the owners of the Parcels in the Subdivision. Membership is deemed an appurtenance to each Parcel and shall pass automatically to the owner of each Parcel upon conveyance of title to such Parcel. The Association shall not have stock or issue shares.
5. Voting Rights. The Member or Members of each Parcel shall be entitled to cast one vote for each Parcel such Member or Members own on all matters presented to the Members for approval. If a Parcel is owned by more than one person or entity, then such persons or entities must decide among themselves how the one vote for such Parcel shall be cast. In the election of Trustees, Members may accumulate their votes.
6. Registered Agent. The initial registered agent and the initial registered office of the Association are:

E. Nordell Weeks
136 South Main Street
Suite 320
Salt Lake City, Utah 84101

00206518 Bk 00395 Pg 00051

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed and approved on the 27th day of July 1998 in the office of this Division and hereby issue this Certificate thereof.

Examiner [Signature] Date 7-27-98




STATE DIV. OF CORP AND COMM
DIRECTOR

51

8208000045

Acceptance of Appointment

I, E. Nordell Weeks, hereby accept the appointment as the registered agent for Wolf Creek Ranch Homeowners Association, Inc.


E. Nordell Weeks

7. Bylaws. The Board of Trustees will adopt by-laws consistent with these Articles at its first meeting. Thereafter, by-laws may be adopted, amended, or repealed by the vote of the Members.

8. Principal Office. The initial principal office of the Association is located at: 1132 South 500 West, Salt Lake City, Utah 84101. The Association may establish such other offices and locations as it deems appropriate for the operation of its business.

9. Board of Trustees. There will be three Trustees of the Association. The initial Board of Trustees, who will serve until the election of Officers and Trustees at the first annual Members meeting, are:

<u>Name</u>	<u>Address</u>
Todd B. Crosland	630 North 400 West Salt Lake City, Utah 84103
Douglas K. Anderson	1132 South 500 West Salt Lake City, UT 84101
E. Nordell Weeks	136 South Main Street Suite No. 320 Salt Lake City, UT 84101

The Trustees from time to time shall elect one of them to act as Chairman. Commencing with the first annual Members' meeting, all Trustees of the Association must also be Members of the Association.

10. Officers. The initial Officers of the Association are:

President	Todd B. Crosland
Secretary/Treasurer	Douglas K. Anderson

Officers serve at the pleasure of the Board of Trustees.

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11. Limitations on Liability. The Officers, Trustees and Members of the Association shall not be held personally liable for the debts and obligations of the Association.

12. Incorporator. The Incorporator of the Association is:

Todd B. Crosland

630 North 400 West
Salt Lake City, Utah 84103

IN WITNESS WHEREOF, the Incorporator has executed and verified these Articles this 8 day of July, 1998.




Todd B. Crosland

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

On the 8th day of July, 1998, the foregoing instrument was acknowledged and verified before me by Todd B. Crosland, who personally appeared before, and being by me duly sworn declared under penalty of perjury that he is the Incorporator of Wolf Creek Ranch Homeowners Association, Inc., and that he signed the foregoing Articles of Incorporation of Wolf Creek Ranch Homeowners Association, Inc., and that the statements contained therein are true and correct.

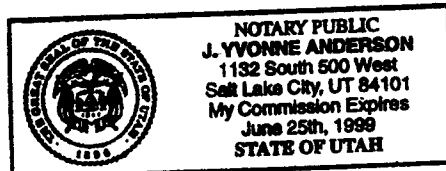
In witness whereof, I have set my hand and seal this 8th day of July, 1998.



Notary Public
Residing at: Salt Lake City

My Commission Expires:

6/25/99



00206518 BK 00395 Pg 00053

EXHIBIT "E"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

By-laws of Wolf Creek Ranch Homeowners Association, Inc.

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BY-LAWS
OF
WOLF CREEK RANCH HOMEOWNERS ASSOCIATION, INC.

A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of the Wolf Creek Ranch Homeowners Association, Inc. hereby adopts the following By-Laws.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 Name: The name of the corporation is "Wolf Creek Ranch Homeowners Association, Inc.", and it is referred to below as the "Association."

1.2 Offices. The initial principal office of the Association will be at 1132 South 500 West, Salt Lake City, Utah 84101.

ARTICLE II

MEMBERS AND MEETINGS

2.1 Annual Meetings. The annual meeting of the Members of the Association shall be held on the second Monday in April at 6:00 p.m. at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is to elect the Trustees, and to approve the annual assessments to be made by the Association upon the Members, as recommended by the Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose, or until the next annual meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.2 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the Members of the Association representing not less than 33% of the total votes of the Association. Any notice of special meeting shall state the time, place, and date of the meeting and the matters to be considered at the meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing and delivered to the President or the Chairman of the Board of Trustees.

00206518 BK 00395 Pg 00055

2.3 Place of Meetings. All meetings will be held in Salt Lake City, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.

2.4 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed on each Parcel, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf.

2.5 Members of Record. Upon purchasing a Parcel (the "Parcel") in Wolf Creek Ranch (the "Subdivision"), each owner shall promptly furnish the Association with a copy of the deed or other instrument under which such owner acquired title to the Parcel. The Members of the Association shall be the owners of the Parcels in the Subdivision. Membership is deemed an appurtenance to each Parcel and shall pass automatically to the owner of each Parcel upon conveyance of title to such Parcel. The Association shall not have stock or issue shares. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days nor less than 10 days prior to the meeting date, to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires such person's Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.6 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the re-scheduled meeting will be sent to the Members providing at least 10 days notice of the new meeting. At any re-scheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.7 Proxies. At each meeting of the Members, each Member entitled to cast a vote, shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to

the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.8 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each Parcel that such Member owns on all matters presented to the Members for approval. If a Parcel is owned by more than one person or entity, then such persons or entities must decide among themselves how the one vote for such Parcel shall be cast. In the event that a Parcel is owned by multiple owners and only one of the multiple owners is present at a meeting, the other multiple owners who are not present shall be deemed to have consented to the owner who is present voting the interests of that Parcel. In the event of Parcels held subject to trust deeds or mortgages, the trustor or mortgagor will be entitled to vote, and the lender shall have no right to vote; provided however, that when a lender has taken possession of any Parcel, the lender shall be deemed to have succeeded to the interest of the trustor or mortgagor, and shall then be entitled to cast the vote.

2.9 Simple Majority. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.10 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or in any notice of meeting, and any inaccuracies or irregularities in the determination of a quorum or acceptance of proxies at a meeting are deemed waived, unless there is an objection stated in the meeting prior to the vote being taken.

2.11 Informal Action. Any action which is required to be taken or approved at a meeting may be taken or approved without a formal meeting, if all of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III

BOARD OF TRUSTEES

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these By-Laws, provided however, that those powers which are specifically reserved to the Members in these By-law or in the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or to such others as are appropriately delegated.

3.2 Number and Tenure. There shall be three members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Trustees need not be residents of the State of Utah.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for the Annual Meeting of Members, and for purposes of approving an annual budget for the operations of the Association, for approving (for recommendation to the Members) the assessments to be made by the Association upon the Members as contemplated by the Declaration of Covenants, Conditions and Restrictions for the Subdivision, and for approving annual reports, tax returns, and similar matters. Special meetings may be called by the President or the Chairman, or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

3.5 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

3.6 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, may be reimbursed by the Association.

3.7. Resignation or Removal. Any Trustee may resign at any time. A Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Parcel and therefore ceases to be a Member of the Association. Any Trustees may be removed prior to the end of his or her term of office by an affirmative vote of a simple majority of the Members of the Association at a regular or special meeting called for that purpose.

3.8 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

3.9 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by all of the Trustees. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2 Indemnification Against Member Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercises of their obligations and duties as Officers and Trustees. This shall include all civil, administrative or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys' fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3 Request for Indemnification. When any Officer, Trustee or employee of the Association receives notice of any action referred to above, he or she shall give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an Officer or employee, or against a single Trustee, may vote to indemnify the Officer, employee or Trustee. In the event that the action is against the Board of Trustees as whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

5.4 Amendment. These By-Laws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

Adopted this 27th day of July, 1998.

[Signature]
President

Attest:

[Signature]
Secretary

00206518 Bk 00395 Pg 00060

EXHIBIT "F"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

A copy of the initial form of the The General Environmental and Architectural Guidelines
for Wolf Creek Ranch

00206518 BK 00395 Pg 00061

**THE GENERAL ENVIRONMENTAL AND ARCHITECTURAL
GUIDELINES FOR WOLF CREEK RANCH**

THE GENERAL ENVIRONMENTAL AND ARCHITECTURAL GUIDELINES FOR WOLF CREEK RANCH (the "Guidelines") set forth below have been adopted by the Architectural/Technical Committee (the "Architectural/Technical Committee") created pursuant to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch (the "Declaration") dated September 1, 1998, which has been executed by Heber Ranches, L.L.C., a Utah limited liability company, and Aspen Ridge Ranches, L.L.C., a Utah limited liability company (collectively referred to herein as the "Declarant").

ARTICLE I

DEFINITIONS

1.1 The Declaration and these Guidelines pertain to that certain real property located in Wasatch County, Utah which is included within the subdivision known as Wolf Creek Ranch, Phase I (the "Subdivision").

1.2 The legal description of the real property (the "Property") described on the plat (the "Plat") of the Subdivision is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.3 As used herein, the term "Barn" shall mean an agricultural outbuilding intended for the care and occupancy of horses or other livestock with storage areas for supplies, tack, equipment and livestock feed.

1.4 As used herein, the term "Dwelling" shall mean the primary single family residence built or to be built on any Parcel.

1.5 As used herein, the term "Improvements" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, caretaker dwellings, storage buildings, Barns, walkways, retaining walls, utility lines, sprinkler pipes, driveways, fencing, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.6 As used herein, the term "Parcel" shall mean any numbered residential Parcel shown on the Plat of Wolf Creek Ranch, Plat A.

1.7 Except as otherwise provided in the Guidelines, all terms which are defined in the Declaration shall have the same meaning when such terms are used in the Guidelines.

1.8 The Guidelines are to be read, construed and interpreted in a manner that is in accordance with and consistent with all of the terms and conditions set forth in the Declaration. In the event that any of the provisions of the Guidelines are contrary to or are inconsistent with

any of the terms and provisions of the Declaration, then the terms and conditions set forth in the Declaration shall govern and control.

ARTICLE II

ARCHITECTURAL DESIGN STANDARDS AND CONDITIONS ON IMPROVEMENTS

2.1 The Purpose of the Guidelines. These Guidelines have been approved and adopted by the Architectural/Technical Committee pursuant to Section 5.3(c) of the Declaration. The Guidelines are intended to provide, in a general manner, the general guidelines which the Architectural/Technical Committee shall use in its review of plans and specifications for any Improvements to be constructed within the Subdivision. The guiding design concept for the Subdivision is that the dominant visual feature of the Subdivision, whether viewed from within the Property or from locations off-site, should be the natural mountain landscape. Dwellings and other Improvements are intended to blend into this natural setting and not dominate it. These Guidelines have been prepared with the intention of ensuring that the impact of the construction of Improvements within the Subdivision are minimal, acceptable, and respectful of the natural landscape. Suggested clear standards of design will provide direction and guidance to the Owners and their design professionals in the planning and construction of Improvements on each Parcel's unique setting. It is not the intention of these Guidelines to create uniformity, but to encourage a diversity of design and materials within an architectural approach that respects each site and that is compatible with the mountain landscape.

2.2 Number and Location of Dwellings: No Dwelling or other Improvements shall be placed, erected, altered, or permitted to remain on any Parcel other than one (1) primary single family Dwelling, one (1) caretaker dwelling and one (1) garage together with related nonresidential Improvements which have been approved by the Architectural/Technical Committee. At the time of construction of the primary single family Dwelling on any Parcel, said Parcel must also be improved with a garage with at least a two (2) car capacity. Whenever possible, the garage doors will not face towards the main access road or the main view corridor from other Owner's homesites. A garage must be provided for each owned vehicle. One (1) caretaker dwelling may be constructed on each Parcel, provided that the size and location and all aspects of such caretaker dwelling are approved by the Architectural/Technical Committee and, provided further, that the applicable zoning and building ordinances of any governmental entity having authority with respect to the Property permits the construction of a caretaker dwelling. In no event shall the caretaker dwelling on any Parcel have a Floor Area in excess of 2,000 square feet. The caretaker dwelling shall use the same driveway access used by the primary single-family Dwelling on such Parcel. The distance between the caretaker dwelling and the primary single-family Dwelling on each Parcel shall be no greater than 300 feet.

2.3 Floor Area: The primary single family Dwelling which may be constructed on a Parcel in the Subdivision shall have a minimum living Floor Area, exclusive of garages, balconies, porches, decks and patios, of 2,400 square feet. The caretaker dwelling on any Parcel shall have a minimum Floor Area, exclusive of garages, balconies, porches, decks and patios, of

00206518 Bk 00395 Pg 00063

1,500 square feet. The living Floor Area of the caretaker dwelling on a Parcel shall not exceed 2,000 square feet.

2.4 Primary Single Family Dwelling or Caretaker Dwelling to be Constructed First: No garage or other structure shall be constructed on any Parcel until after commencement of construction of the primary single family Dwelling or a caretaker dwelling on the same Parcel. All construction and alteration work shall be prosecuted diligently, and each Dwelling or caretaker dwelling which is commenced on any Parcel shall be entirely completed within fifteen (15) months after commencement of construction. A three (3) month grace period after the initial fifteen (15) month period has expired may be granted by the Architectural/Technical Committee upon the showing of just cause for such grace period.

2.5 Placement of Improvements: With the exception of driveways for ingress and egress, wells, underground water lines and underground utility lines, the placement of each Dwelling and all other Improvements on a Parcel shall be in a location within the Area of Disturbance for such Parcel. In addition, the placement of every Dwelling and all other Improvements on the Parcel within the Area of Disturbance must be approved by the Architectural/Technical Committee, and such placement shall respect existing land forms and generally follow contours and fit into the existing land mass rather than ignoring and dominating these forms. The location of all Improvements, including the Dwelling, on any Parcel within the Subdivision shall be in compliance with the set back requirements set forth in the Declaration and on the Constraints Map and in compliance with the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision. In approving the placement of each Dwelling and all other Improvements in the Subdivision, the Architectural/Technical Committee shall endeavor to provide for maximum privacy, view corridors and maximum benefit to the individual Parcel and the surrounding Parcels and to maintain the overall beauty of the area.

2.6 Height Limitations: No portion of a Dwelling within the Subdivision shall exceed a height greater than the height limitations for vertical walls imposed by the County. The County height limitation on vertical walls presently provides that the weighted average vertical distance from the grade of the building to the top of the building walls shall not exceed twenty (20) feet. The manner of measurement shall be as set forth in the County's land management code. In addition to the vertical wall limitations established by the County, with respect to the roof of a Dwelling, the maximum ridgeline height shall not exceed thirty-three (33) feet above the natural grade. This measurement applies to all elevations of the Dwelling, the intent being that buildings will conform with and reflect the natural contour of the land.

2.7 Towers, Satellite Receivers and Antennas: No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Parcel. It is recommended that lightning rods be installed on all Dwellings and Barns. Satellite receivers, in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view from any surrounding Parcel Owner.

2.8 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Parcel except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Article V of the Declaration.

2.9 Flashing and Roof Gutters: Flashing and/or roof gutters or other metal fittings on the exterior of Dwellings or other Improvements shall be painted to match or blend with adjacent materials on other Improvements.

2.10 Location of Improvements and Driveway Length: A parcel plan showing the desired location of the proposed Dwelling and all other Improvements within each Parcel and the driveway and any additional excavation shall be submitted to the Architectural/Technical Committee for approval before any construction shall commence. Dwelling locations will not be allowed on the trails located within each Parcel. Any driveway which is proposed to be 150 feet or longer will require that an emergency vehicle will have room by the Dwelling within which to turn around, and the design, location and size must be approved by the Architectural/Technical Committee.

2.11 Driveway Access: All individual driveway access locations on each Parcel within the Subdivision shall be designed to function well with the site location and layout of the Dwelling on the Parcel. Care shall be taken in establishing the location of driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed twelve percent (12%), unless a variance is received from the Architectural/Technical Committee. The minimum and maximum width of any driveway shall comply with the standards and specifications specified by the County at the time a building permit is issued by the County for the driveway improvements on each Parcel. Where possible, driveways shall parallel the slope to lessen site impact. The approaching driveway shall align itself with the intersecting road at approximately ninety (90) degrees for twenty-five (25) feet. A maximum of four percent (4%) grade will be designed along the center line of this portion of the drive. Cross slope will be three percent (3%). The sides of the private drive will blend into the appropriate grade of the twelve percent (12%) road at the same twenty-five (25) foot distance. When necessary to cut and fill, balance shall be sought. Cut and fill areas shall be contoured to two (2) feet horizontal in one (1) foot vertical slopes. A retaining wall may be required by the Architectural/Technical Committee for cuts in excess of four (4) feet. Driveway access for all Parcels within the Subdivision may not be from any street or road other than interior roads within the Subdivision. Parcel Owners shall not grant or improve additional rights-of-way and/or easements across their Parcels in addition to those rights-of-way and easements that are already of record at the date of the Plat recordation, except for easements granted to the Declarant or to the Association. Subject to the approval of the Architectural/Technical Committee, as set forth in Section 5.3 of the Declaration, the Owner of each Parcel may construct an entry monument for such Parcel, and such entry monument shall be located no closer that 100 feet to the Roadway where the Roadway enters such Parcel.

2.12 Building, Masses, Form and Roof Lines: In all cases, building masses, forms and roof lines shall conform to and with the existing contours. At no point shall the maximum height of any Improvement on any of the Parcels exceed an elevation of two (2) stories of living space above the existing land contour at said point. Basements shall be allowed contingent upon the height of the water table.

2.13 Architectural Requirements: The following shall be considered to be minimum architectural requirements:

(a) Every Dwelling and other Improvement must be custom built to compliment the area with an emphasis on natural or earth tone colors and stained wood, with a preference of log structure style architecture.

(b) Stone work is required to cover all finished concrete areas on any Dwelling or other Improvement. No brick work, stucco, vinyl or metal style homes will be allowed.

(c) No dome, A-frame or modified A-frame Dwellings shall be allowed or constructed.

(d) No prefabricated Dwellings or trailers shall be allowed or constructed.

(e) Roofs on all buildings shall be constructed with a minimum overhang of not less than four (4) feet on all elevations, and must be designed so that all roof areas drain. All roofs shall be made of fire resistant shingles, metal or ceramic, which in all cases must be approved by the Fire Marshall of the governmental authority having jurisdiction over the Subdivision prior to construction. All roofs shall be of a darker shade of earth tone color, with naturally aged copper roofing preferred. Emphasis should be placed on using fire resistant materials.

(f) Concrete walls that are exposed to view from all exterior elevations will be covered with a natural stone.

(g) Structural projections such as balconies, decks and roof gables will be constructed of fire resistant materials or materials treated with fire retardant chemicals.

(h) Roof, attic and underfloor openings will be screened or closed off.

(i) All chimneys burning solid or liquid fuels will be equipped with screens over the outlet of 16 gauge wire and have a maximum of one-half inch wide holes.

(j) Flat top structures with horizontal roofs will be prohibited in areas where vegetation is higher than the roof. However, all Dwellings shall have a 10:12 pitch minimum slope on the roof.

(k) Icicles and ice buildup must be considered and addressed regarding the dangers caused by falling ice and ice accumulation on walks and building entrances.

00206518 Bk 00395 Pg 00066

(l) All building designs must be approved and certified by a qualified structural engineer. Particular attention should be given to snow loads on roofs and frost line depth for foundations and plumbing installations.

(m) The following are the minimum insulating and weatherstripping requirements in all heated Dwellings:

1. All outside walls shall have a minimum insulation factor of R-19.
2. All ceilings separating attic from roofs shall have a minimum insulation factor of R-30. All vaulted ceilings that are also the roof shall have a minimum insulation factor of R-36.
3. Exposed underfloor areas shall have a minimum insulation factor of R-25.
4. Perimeter concrete foundation walls shall be insulated with a minimum of two inch rigid insulation on the outside of walls.
5. All outside windows shall be double glazed.
6. All outside doors and windows shall be weather-stripped on all edges.

(n) Flashing or roof gutters or other metal fittings on the exterior of Dwellings shall be copper or CorTen steel or other materials which takes on a natural patina or shall be painted to match or blend with adjacent materials on Dwellings.

(o) All buildings, structures and improvements on any Parcel shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Subdivision.

(p) All water lines and septic lines shall be buried a minimum of six (6) feet, and such lines are not to be installed in the outside walls, overhangs or in uninsulated attic or crawl spaces.

2.14 Barns.

(a) Within each Area of Disturbance on each Parcel, there may be constructed no more than one free-standing Barn for the housing of horses and other livestock and the storage of equipment and livestock feed. The floor area of the Barn shall not exceed 9,000 square feet. The plans and specifications for the construction of the Barn shall be subject to the review and approval by the Architectural/Technical Committee. The Architectural/Technical Committee shall be entitled to review and approve, without limitation, the types and colors of materials used for the roof and the exterior finish of the Barn, the construction, maintenance and use of driveway and underground utility connections to the Barn from other portions of the Parcel, the construction, maintenance and use of fencing to confine horses and other livestock, and the

68

construction, maintenance and use of such Improvements as are reasonably necessary for the feeding of the livestock, including mangers and watering troughs.

(b) The following restrictions shall apply to the use of Barns and related Improvements on any Parcel:

(i) No hay, grain or other livestock feed in excess of one day's consumption may be stored outside of the Barn at any time.

(ii) If not used as a fertilizer and spread over the Area of Disturbance on the Parcel, manure must be removed and disposed of, off the Parcel and out of the Subdivision, to maintain a clean, attractive and healthy environment for the horses and other livestock and to avoid annoyance of adjoining Owners, unless otherwise provided in a weed control or weed management plan, a range control and enhancement plan, or some other plan adopted by the Architectural/Technical Committee.

(c) Ordinary household pets, horses and other animals as may be approved in advance by the Architectural/Technical Committee, with respect to the type of animal and the number of any such animal, may be kept on any Parcel. Any animals other than dogs, cats or other typical household pets which an Owner proposes to keep on a Parcel must be approved in advance by the Architectural/Technical Committee. Before horses or any other animals are kept on any specific Parcel, the Parcel must be improved adequately to care for the needs of the animal with fencing, adequate stalls, hay storage, watering facilities and other Permitted Improvements to satisfy the needs of the animal. The Architectural/Technical Committee must approve all such Permitted Improvements before any animals will be kept on the Property. The Architectural/Technical Committee may impose a limit on the number of any type of animal, including horses, which an Owner may keep on any Parcel. The Architectural/Technical Committee may adopt from time to time plans such as a livestock grazing plan, a range control and enhancement plan, a weed management plan and other types of plans which may materially impact the number of animals which may be kept, grazed and boarded upon any Parcel from time to time. The location of all areas where horses or other animals are to be kept, grazed and boarded must be within the Fenceable Area for such Parcel and must be approved by the Architectural/Technical Committee. No boarding of animals for hire shall be allowed within the Subdivision. No breeding of animals for economic gain shall be allowed within the Subdivision. The Architectural/Technical Committee shall have the right to require the removal of any animal or animals which are deemed to create problems for other Parcel Owners. Owners are required to be in control over their respective animals and pets, including the use of leashes when using any of the trails in the Subdivision in order to protect inhabitants of the Subdivision and other animals kept within the Subdivision and to protect the wildlife in the area. No dangerous animals will be allowed in the Subdivision. The Owner of each Parcel within the Subdivision shall be responsible to assure that all animals of any nature, including without limitation all dogs, kept on or within such Parcel shall be prevented from leaving the boundaries of such Parcel and entering onto any other Parcel or into any other portion of the Subdivision, unless such animal is in the presence of and under the control of a responsible individual. The Owner of each Parcel shall make such Permitted Improvements as are necessary to assure that animals kept on such

Owner's Parcel do not trespass on other Parcels, which Permitted Improvements may include the placing of wire mesh fencing along the bottom three feet of such fencing around areas where fencing is permitted. To the extent that any animals kept on a Parcel within the Subdivision cause injury to any other animals, to persons or to property, the Owner of the Parcel on which such animal is kept shall be liable for all damages caused by all animals kept on such Parcel, whether or not the animal is owned by the Owner of the Parcel, including without limitation damages resulting from injury to or death of persons or other animals and damage to property.

2.15 Fire Suppression: The following shall be considered to be minimum fire suppression requirements:

(a) All hazardous fuels in the form of native vegetation will be cleared to not less than thirty (30) feet around a structure. Fuel breaks may contain individual specimen trees, ornamental plants or similar vegetation used as groundcover; provided they do not provide a means of transmitting wildfire from native vegetation to structures. All fuels will be removed to a minimum of thirty (30) feet around all chimneys, stove pipes and outdoor fireplaces. Any requested variance to this subsection must be approved by the Architectural/Technical Committee.

(b) Trees in fuel breaks shall be pruned and kept free of dead vegetative materials.

(c) All vegetation removed during construction will be disposed of by chipping, burial or removal.

(d) Excess flammable construction material will be disposed of by removal or other means approved by the Architectural/Technical Committee and by the planning and building department of the governmental authority having jurisdiction over the Subdivision.

(e) Combustible trash and rubbish shall be removed from each Parcel.

(f) One exterior freeze proof water tap far enough from the Dwelling to permit hose protection to all sides and the roof of the Dwelling shall be provided at each Parcel.

(g) All Dwellings shall install a sprinkler fire protection system, as approved by the Fire Marshall of the governmental authority having jurisdiction over the Subdivision.

ARTICLE III

LANDSCAPE STANDARDS

3.1 Introduction. One of the purposes of the Guidelines is to conserve water, and preserve the natural vegetation and condition on the Property to the extent possible, given the construction of the Subdivision. The use of each Parcel is subject to the following landscape standards:

00206518 Bk 00395 Pg 00069

3.2 Irrigation of Parcels. Water is a precious commodity in this semi-arid alpine desert climate, and any choice of vegetation materials should consider the irrigation needs. While the Architectural/Technical Committee recognizes and accepts that an Owner may want to plant and care for lawns and other water intensive plants, any species requiring long-term irrigation is clearly dependent upon the continued availability and affordability of water for irrigation purposes. The permanent irrigation heads and the application of water shall be contained in the portion of each Parcel where the construction of Improvements is permissible. Temporary irrigation is required to repair damage to the natural vegetation in all other portions of each Parcel, and is necessary while establishing new growth of plants.

3.3 Vegetation Removal. The natural vegetation of both the woodland areas and the meadow areas of the Property are valuable features. No commercial harvesting of forest products, including cutting of firewood, shall be allowed on the Property. No clear-cutting, thinning, or denuding of wooded areas is permitted except in conjunction with the construction and maintenance of Permitted Improvements, in which case all such clearing must be limited to the portion of each Parcel where the construction of Improvements is permissible. All trees and brush cut on any Parcel must be promptly removed from the Property and disposed of by the Owner. Cut trees or brush accumulated on the Property creates a fire hazard and an unsightly condition which is deemed to be a nuisance.

(a) Within the Areas of Disturbance of the Parcels, and in conjunction with the construction or maintenance of Permitted Improvements, the Owner may clear and remove the natural vegetation. The Owner is encouraged to remove only so much of the natural vegetation as necessary to complete construction, and to preserve as much of the natural vegetation as is reasonably possible. Where trees are removed, the Owner is encouraged to soften the abruptness of the transition between cleared areas and the wooded natural area by a gradual thinning of trees, feathering the edge, and irregularly shaping the cut edge. All such feathering, thinning, and shaping is to occur only within the areas on each Parcel approved by the Architectural/Technical Committee.

(b) Within the natural area of the Parcels, clear-cutting or denuding shall be prohibited, except in conjunction with permitted utility connections and driveway connections, within areas on each Parcel approved by the Architectural/Technical Committee. No fence line shall be clear-cut, and fencing must meander around healthy trees located on the property lines, provided that branches and brush along the fence line may be trimmed back for installation or maintenance of a permitted fence. The Owner may selectively cut and remove dead, diseased or unhealthy trees, or trees that present a reasonable risk of property damage or personal injury due to falling. General thinning is prohibited, but the Owner may selectively remove or thin underbrush to maintain the health of the woodlands. All such activities shall be consistent with good forestry management practices. Owners are encouraged to plant and permit the natural spread of the native woodlands over the natural area within their Parcels. Any such woodland re-vegetation shall be irrigated by the Owner until the healthy growth is established.

3.4 Re-Vegetation of Disturbed Areas. The Owner of any Parcel must promptly re-vegetate portions of the natural area that are disturbed in the course of construction or otherwise.

Revegetation shall occur as soon as possible, weather permitting. Where existing grades have been disturbed to place Improvements on a Parcel, the grade shall be contoured into the natural grade at slopes that are consistent with those naturally occurring in the vicinity to preserve the natural continuity of the land form. Any such new slopes shall be stabilized once rough grade is reestablished, and re-vegetated as soon as possible. This stabilization shall occur early in the construction process in order to contribute to soil conservation and erosion control. Within the natural area of a Parcel, this revegetation shall attempt to recreate the natural vegetation pattern of the undisturbed site. Any vegetation disturbance to the natural area of a Parcel, whether permitted or accidental, shall immediately be repaired and re-vegetated with plants approved by the Architectural/Technical Committee. Within the construction areas of all Parcels, re-vegetation and landscaping must be completed as soon as possible following the issuance of a certificate of occupancy, but in no event later than the spring following the issuance of the certificate of occupancy. Within the construction areas of any Parcel, and within the natural area of a non-wooded Parcel, the Owner may plant lawns gardens, trees, shrubs, and other plantings approved by the Architectural/Technical Committee. All vegetation should be planted in a naturalistic manner, grouping similar species and creating soft and flowing transitional lines where plant species and levels of maintenance change. The area on any Parcel near the Dwelling shall be transitionally planted with turf, shrubs, trees, and ground covers when adjacent to the Dwelling and Improvements, and unmowed natural grasses, wildflowers, and compatible trees and shrubs as transition to the natural area. Planting of trees is encouraged, provided that the location of trees will be subject to review by the Architectural/Technical Committee so that view corridors from adjoining Parcels are preserved.

3.5 Retaining Walls. Careful and sensitive design should generally eliminate the need for retaining walls. In those situations where a retaining wall is necessary, it shall be of treated landscape timbers, natural stone, or concrete faced with natural stone. No retaining wall shall exceed 48 inches in exposed height, and any series of retaining walls on the same slope shall be separated by a horizontal distance of at least 10 feet of natural or finished grade of no more than 15% slope. Retaining walls must be shown on the site plan submitted to the Architectural/Technical Committee.

ARTICLE IV

PERMITTED FENCING

4.1 Fences: Fencing shall be allowed with the approval of the Architectural/Technical Committee, but all fencing within the Subdivision shall be located within the Common Areas and the 10 acre Area of Disturbance on each Parcel and shall be constructed in accordance with the following requirements:

(a) All such fencing shall be log fencing with fence posts consisting of vertical log poles six inches in diameter and with three horizontal log poles four inches in diameter. In order to contain smaller animals, the Architectural/Technical Committee may approve wire mesh along the bottom three feet of such log fencing. No barbed wire shall be utilized on any fencing.

(b) All fencing within the Property shall have a continuity of appearance in keeping with the setting and surroundings of the Property. All fencing screens or walls shall be of a type, design, material and height as may be approved by the Architectural/Technical Committee. The fencing shall not exceed 42 inches in height. Customized entrances through such fencing into the Parcel shall be approved by the Architectural/Technical Committee.

4.2 Fencing Materials. Unless otherwise approved by the Architectural/Technical Committee, only the following types of fencing are permitted to be constructed, installed, maintained or allowed to stand within the Subdivision:

(a) Post and Rail Wood Fence. This fence consists of wood posts and wood rails constructed in accordance with these specifications. This fence must be used throughout the Subdivision.

(i) Fence Rail Logs. The fence rails shall be sound, peeled lodgepole pine free from rot, disease or insects. Fence rails shall be a minimum of 4 inches. the rails are to be cut with a 2 1/2 inches doweled end 3 inches long. The rails shall be treated with a shingle oil.

(ii) Fence Posts. The fence posts shall be sound, peeled lodgepole pine free from rot, disease or insects. Minimum diameter at the small end shall be 6 inches. The posts shall be treated with shingle oil and the buried end shall be dip treated.

The dip treatment preservative shall be Pentachlorophenol and diesel of a 10:1 ratio.

Before any timber posts are placed, the contractor shall furnish to the Architectural/Technical Committee a "Certificate of Inspection of Treatment" issued by an independent inspection agency. The certificate shall certify that the treatment has met the requirements of these specifications.

(iii) Wire Application. With the prior approval of the Architectural/Technical Committee, wire farm fence may be fastened to the bottom three feet of the Owner's side of permitted post and rail fence. Farm fence shall be of 12 1/2 gauge woven or welded steel wire with a constant or varying mesh size. Top and/or bottom strands of 10 gauge smooth steel wire may also be applied within such three foot area.

(iv) Gates, Braces, Misc. Gates, braces and other usual appurtenances shall be constructed of wood to match the appearance of the post and rail fence. All gate hardware shall be of weather resistant or protected metals.

(v) Execution. Clearing, grubbing and grading are not allowed and disturbance of the ground cover shall be kept to a minimum. In general, the fence shall be erected on undisturbed natural ground and may deviate from the line as staked to negotiate trees and obstacles. Such deviations must be contained within the Fenceable Area on the installing Owner's Parcel.

00206518 BK 00395 Pg 00072

(vi) Construction. The fence shall be constructed to meet the dimensions, line and grade as shown on the plans approved by the Architectural/Technical Committee.

(vii) Cleanup. When the fence has been installed, the general area shall be cleaned up to present a natural appearance. All debris and material not utilized shall be removed from the Subdivision.

ARTICLE V

RESOURCE MANAGEMENT PLAN

5.1 Attached hereto as Exhibit "A" and incorporated herein by this reference is a copy of the Resource Management Plan – Wolf Creek Ranch (the "Resource Management Plan"), which has been prepared by Pioneer Environmental Services, Inc. The Architectural/Technical Committee shall have the responsibility for adopting and amending the Resource Management Plan as prescribed under the provisions of Section 5.12 of the Declaration. The provisions of the Resource Management Plan shall be implemented and enforced by the Association.

00206518 Bk 00395 Pg 00073

EXHIBIT "A"
TO
THE GENERAL ENVIRONMENTAL AND
ARCHITECTURAL GUIDELINES FOR
WOLF CREEK RANCH

Attach a copy of the Resource Management Plan -- Wolf Creek Ranch prepared by Pioneer Environmental Services, Inc.

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Resource Management Plan Wolf Creek Ranch

Prepared for:
Heber Ranches, L.L.C.
1132 South 500 West
Salt Lake City, Utah 84101

Prepared by:



Pioneer Environmental Services, Inc.
980 West 1800 South
Logan, UT 84321
(801) 753-0033

December 4, 1997

00206518 BK 00395 Pg 00075

TABLE OF CONTENTS

TABLE OF CONTENTS ii

INTRODUCTION 1

 Scope of Work 1

 Recommendations 2

 Livestock 2

 Wildlife 3

 Fisheries 4

 Assumptions 6

RESOURCE ANALYSIS 7

 Livestock 8

 Historical and Current Conditions 8

 Effects of Development and Management Guidelines 12

 Wildlife 16

 Wildlife Habitat Types 16

 Historical and Current Conditions 16

 Wildlife Species 18

 Historical and Current Conditions 19

 Sensitive Species 20

 Livestock and Wildlife Interactions 24

 Big Game Species 24

 Predators 26

 Effects of Development and Management Guidelines 27

 Fencing 27

 Horse grazing 28

 Hunting 28

 Predator Management Implications 29

 Domestic Pets 29

 Sensitive Species Impacts 30

 Management Suggestions 31

 Fisheries 33

 Historical and Current Conditions 33

 S1 33

 S2 34

 S3 35

 Intermittent stream channels 35

 Effects of Development and Management Plan 35

00206518 BK 00395 Pg 00076

Mitigation Measures	36
Fisheries Habitat Enhancement	37
S1	37
S2	38
S3 and Constructed Ponds	38
SUMMARY	39
REFERENCES	41
Appendix A: Maps	A - 1
Appendix B: Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch	B - 1
Appendix C: Ranch Site Descriptions and Weighted Average Forage Production Calculations for Range Site Categories	C - 1
Appendix D: Best Management Practices(BMPs) for the Wolf Creek Ranch Development	D - 1
Appendix E: Riparian System Photographs	E - 1
Appendix F: Wildlife Hazards and Residential Development	F - 1

List of Tables

Table 1.	Grazing information for the Ranch and USFS allotments in 1997	11
Table 2.	Acres of wildlife habitat types on the Ranch	17
Table 3.	Utah State Sensitive Species, big game species and predators potentially occurring on the Ranch.	19
Table 4.	Wildlife or wildlife sign observed by Pioneer biologists on the Ranch during 1997 site visit.	20

00206518 BK 00395 Pg 00077

INTRODUCTION

Pioneer Environmental Services, Inc. (Pioneer) has prepared this conceptual analysis and resource management plan for the Wolf Creek Ranch (Ranch) in Wasatch County (County), Utah. This plan was developed by Pioneer with the cooperation of Wolf Creek Ranch, Eckhoff, Watson, and Preator Engineering (EWP), and Psomas and Associates (Psomas) to be submitted to Wolf Creek Ranch Homeowners Association to support the *Declaration of Conditions, Covenants, and Restrictions for Wolf Creek Ranch (CCR)*.

SCOPE OF WORK

The direction used to develop this report is based on the Wolf Creek Ranches' desire to provide resource management guidelines for the Wolf Creek Homeowners Association. Therefore, the resource management plan has been developed as a conceptual framework with site-specific information to be added in the future. This resource management plan was prepared by Pioneer to address the biological resources, with a particular emphasis on livestock and wildlife. Where possible, this plan conforms to the guidelines outlined in the *Range Management Guide for Wasatch County, Utah* (Jensen 1995). Because livestock grazing is felt to be an important part of the land's desired character, range management was the main focus of the resource management plan. The wildlife portion of the plan provides an analysis of big game potential (especially, elk and deer), an assessment of the potential for state and federal wildlife species of concern, and recommendations for preserving important wildlife habitat. Sensitive resources were addressed as they pertained to livestock and wildlife habitat.

The scope of work for this report assists the Wolf Creek Homeowners Association in the development permitting process with Wasatch County and develops resource management guidelines for the association. The resource management plan provides a conceptual foundation for livestock and wildlife management in the Ranch area. Therefore, this scope of work is based on using a conceptual approach as much as possible. It was assumed that the vegetation mapping previously completed by EWP (based on GAP analysis) would be adequate for Pioneer's analysis. Site-specific work will be completed at a later date, as required by the County or the homeowners association and will be contracted under a separate agreement. Site-specific work could not be completed at this time because many range, wildlife, and sensitive resources can only be assessed within specific biological windows of opportunity which were not available during this analysis (e.g., range site inventory must be conducted prior to grazing).

00206518 Bk 00395 Pg 00078

RECOMMENDATIONS

Livestock

- Site visit observations indicate greater dispersion of sheep should benefit range condition and improve carrying capacity. Effective livestock distribution, improved range utilization, and reduced impacts to vegetation surrounding water and mineral sources can be achieved by placing mineral licks at least a quarter of a mile from a water source and alternating their location through time.
- The duration of grazing by sheep should be based on the availability and utilization of forage.
- Integrating a drought management plan for rangeland resources within the overall grazing management plan is important to long-term resource and economic viability of the ranch.
- Increased efforts to distribute livestock, especially during the warmer parts of the grazing season, should improve rangelands. It is critical that all livestock are moved from a riparian area when changing grazing areas. Other guidelines for livestock management in riparian areas include:
 1. *Early-season grazing:* The first pasture grazed each year should have no more than 65 percent of current annual growth of streamside herbaceous forage removed.
 2. *Mid-season grazing:* Livestock will tend to concentrate in riparian zones during hot dry periods. Thus, it is important to keep grazing utilization of current years herbaceous plants below 50 percent.
 3. *Late-season grazing:* Enough vegetation should be left for bank stabilization during high winter and spring water flows. Complete livestock removal is necessary when 4-6 inches of herbaceous stubble remains.
 4. *Wetland/Riparian areas:* Several areas on the Ranch have ponds, which currently have or have had developed wetland communities associated with them. These areas provide excellent wildlife habitat for amphibians, moose, and nesting habitat for numerous birds. Minimizing livestock use of these wetlands with more prescriptive herding or other intense distribution techniques during the grazing period would protect these wetland communities from potential degradation by livestock.

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5. *Monitoring:* An effective long-term monitoring program would assist in establishing current conditions through a baseline inventory. Trends could be established through periodic site evaluations. Photopoints would be an essential element of the monitoring program.
- Future grazing should continue to include sheep in a spring-fall rotation integrated with continuous big game herbivory.
 - A centrally located equestrian facility with established rules and regulations would be in harmony with the overall concept for the development of the Ranch, would preserve multi-species grazing for the benefit of the plant communities and wildlife habitat, and would maintain the open nature of the high mountain ranch atmosphere. Horses could be incorporated into the grazing management plan, which would compliment sheep and big game grazing. However, including horses in the grazing-species mix will reduce the numbers of other herbivores in the mix and introduce additional and varied impacts to the plant communities, thus increasing resource management complexity. Intensive management practices would have to be incorporated for horse grazing in order to avoid damage to the range resource. Supplemental winter feed sources for horses should be monitored to minimize the potential for weed invasions.

Wildlife

- The proposed development would result in some habitat manipulation and increased human access on the Ranch. However, given that the Ranch is privately owned and could be developed or utilized in numerous ways, the current proposal appears to have mixed impacts on wildlife. Even if all 55 of the 10 acre developable plots are used, 7,780 acres of open space would remain out of the 8,330 acre property. This open space will continue to be utilized by wildlife to varying degrees.
- Development of a common equestrian center and designated horse paddocks are encouraged. This would act to greatly reduce the impacts to wildlife as a result of horse grazing. The conservation easement should be written to prohibit horse grazing on the undeveloped area of each parcel (e.g., outside the 10-acre Area of Disturbance). Horses could also be stabled within the 10-acre area of development with minimal additional impacts to wildlife habitat.
- The Ranch should consider establishing hunting as a management tool and a recreational activity that would remain in perpetuity.
- Construction activity (e.g., development of buildings, homes, roads, and driveways) should not occur within the elk calving habitat (Appendix A; Map 5) nor during the elk calving season (i.e., May 1-June 30). Exceptions to this recommendation would be addressed

prior to construction on a site-specific basis by a qualified individual recommended by the Architectural/Technical Committee.

- Recreational trails through elk calving habitat should be closed during the elk calving season.
- Driveways and building envelopes should avoid where possible critical elk calving habitat or potential goshawk nesting habitat (Appendix A; Maps 5 and 6). Building envelopes placed near elk calving habitats should maintain vegetation screens between the home site and the calving area.
- Horse grazing should be confined to the 10-acre Area of Disturbance.
- Roads and trails should skirt riparian zones rather than penetrate them and a buffer zone should be established around all riparian zones prohibiting fencing, horse grazing, and development.
- The limited winter range available for deer and elk (Appendix A; Map 5) should be preserved by prohibiting development in these areas.
- Conservation easement should be written to integrate a multi-species and multi-use approach to landscape management.
- Domestic pets should be actively restrained from leaving the 10-acre developed parcel to minimize wildlife mortality.
- In areas within migration corridors only the 10-acre Area of Disturbance should be fenced. Fencing should avoid areas designated as elk calving habitat.
- New road construction should be minimized in areas with goshawk nesting or elk calving habitat (Appendix A; Maps 5 and 6). The 10-acre Area of Disturbance should be placed as near as possible to a road to minimize additional habitat disturbance from driveway construction.

Fisheries

- In order to avoid and/or minimize both long-term and short-term impacts to on-site perennial streams (S1, S2, and S3), the following management practices, in addition to those outlined in the Best Management Practices in Appendix D, should be adhered to:
 1. General construction of both roads and houses should be avoided during the wet season (late spring/early summer) when runoff is at its peak. Disturbed ground

should be contained with sediment fences and/or erosion mats until revegetation of the disturbed area can be accomplished.

2. Construction work within 100 feet of the riparian corridor should be avoided or minimized as much as possible. Owners who have lots which include sections of riparian corridor should be prohibited from disturbing vegetation or soil within this 100 foot buffer zone, modifying the stream channel in any way (e.g. trying to create swimming holes or fishing pools), or creating stream diversions for watering lawns and/or gardens.
 3. If possible, any bridges or construction over perennial channels should span the entire bankfull width completely with no pilings. If heavy equipment is required to cross the channel, an existing bridge should be utilized or a temporary bridge or culvert crossing constructed. Excavated areas around bridge footings should be stabilized as much as possible with natural structures such as a combination of boulders and/or riparian vegetation. Rip-rap should be avoided if possible since the soil underneath the rip-rap will, in many instances, continue to erode if subjected to constant flow forces. Additionally, rip-rap does not match the existing stream substrates, which are largely gravel and cobble dominated.
 4. Road crossings at both perennial and intermittent stream channels should be culverted.
 5. Currently, the portion of S1 which runs parallel to the road is designated as a conservation easement. In order for this to remain a conservation easement, the streambank degradation resulting from the road erosion should be repaired. Where existing roads parallel streams, both streambanks and road shoulders should be "hardened" with boulders and/or cobble to prevent further degradation of roads and stream channels.
 6. Livestock access to riparian areas should be limited as much as possible to minimize potential damage to riparian vegetation and streambanks.
 7. In areas of pond construction and/or development, impacts to wetlands and increased sedimentation risk often occurs. Although acute short-term sediment impacts to the stream channel are probably inevitable, chronic long-term impacts could be avoided by the installation of sediment fences below the construction area, and effective revegetation of the pond banks and dam face.
- Habitat enhancement on a stream can be a risky proposition. Since none of the streams support appreciable sport fisheries, the installation of habitat enhancing structures would probably not be worth the effort.

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- The most efficient way to maximize the quality and productivity of a ponds' fishery is to address the problems of nutrient input and poor flushing. Management strategies to accomplish this include:
 1. Stabilize the streambanks of pond tributaries.
 2. Revegetate and stabilize those pond banks still exposed at maximum capacity.
 3. Minimize livestock from the general area around the ponds through herding or other distribution techniques. Avoid using the areas surrounding ponds as bedding grounds.
 4. Allow adequate flushing of the ponds to prevent eutrophication.

ASSUMPTIONS

The analyses in this report are based on Pioneer's understanding of the development as it is currently proposed. This understanding was obtained from the Declaration of Covenants, Conditions, and Restrictions for Wolf Creek Ranch dated October 2, 1997 (Appendix B). In addition to this document, Pioneer's communications with Todd Crosland (Heber Ranches) and Alane Boyd (Psomas, formerly of EWP) identified further development plans for the Ranch. Assumptions applicable to this analysis are listed below:

1. Owner Area of Disturbance, determined at the time of sale for each lot, will not exceed 10 acres within the Lot, and will avoid sensitive resources, where possible (Appendix A, Maps 5-7).
2. Interior fencing to be approved by the Architectural/Technical Committee will be permitted around Areas of Disturbance (10 acres) within the 160-acre Lot. Outside perimeter fencing of the 160-acre Lot will not be permitted.
3. Open space is defined as those areas not encompassed by the Area of Disturbance within the 160-acre Lot and will be subject to a Conservation Easement in perpetuity. Open space will be managed primarily for livestock grazing and wildlife habitat.
4. A recreation trail system and centralized equestrian facilities for homeowners will be constructed. Horses will be boarded within the Area of Disturbance on a 160-acre Lot or at the equestrian facilities with feed and care provided by the owner or designee.
5. Elk and deer hunting, as well as predator control, will continue on the Ranch. A harvest plan will be developed in collaboration with the Utah Department of Wildlife Resources

(UDWR) and US Fish and Wildlife Service (USFWS) to meet population objectives, provide for a quality hunting experience, provide a source of income for the homeowners association, and control livestock and big game predators.

6. Livestock grazing on the designated open space will continue. A year-to-year grazing lease for the next five years currently exists. A livestock grazing plan will be developed that will maintain the current ranching tradition, use livestock as a vegetation management tool, and provide a source of income for the homeowners association. Livestock grazing will be properly managed and balanced with the forage needs of wildlife to prevent degradation of the range and maintain suitable habitat for wildlife species of concern.
7. An Integrated Weed Management Plan and a Wildland Fire Management Plan will be developed and managed by the Wolf Creek Homeowners Association.

RESOURCE ANALYSIS

The Ranch is located approximately 5 miles east of Heber City, Wasatch County, Utah. The property consists of over 8,000 acres (8,330 acres used in this analysis) between the upper Provo River drainage to the north, the upper Lake Creek drainage to the south, the Little Pole Canyon on the west, and the Uinta National Forest which is managed by the Heber Ranger District on the east. Elevation of the Ranch ranges from about 6,300 to 8,500 feet, on a gradient of north to south, respectively. The Ranch consists of a variety of habitats which support numerous species of wildlife. Annual precipitation for approximately 75 percent of the Ranch ranges from 25 to 35 inches with the other 25 percent receiving 16 to 22 inches. Annual precipitation occurs mostly as snow. Small stream systems and seeps dominate the aboveground hydrology. The prevailing aspect of the Ranch is West (i.e., South-west, West, North-west), and the majority of slopes are less than 30 percent (Appendix A; Map 2).

A newly constructed road from State Road 35 near Woodland, Utah to the Ranch provides the primary access from the north. Lake Creek Road (State Road 113), which is an extension of Center Street from Heber, Utah runs immediately South of the Ranch, and serves as the secondary access road to the Ranch and the surrounding area. The immediate area receives both heavy summer, fall, and winter recreation. Hunting, especially for deer and elk, is popular in fall.

In the scope of work, Pioneer assumed the vegetation mapping provided by EWP (based on Gap analysis) would be adequate for this conceptual resource management plan. However, after a review of an aerial photograph of the Ranch and a late September site-visit, it was discovered that the existing vegetation map lacked the refinement necessary to complete a site-specific analysis. The original vegetation map was modified to simplify the conceptual analysis and subsequent maps for range sites and wildlife habitats were developed using the modified data. Therefore, the vegetation map used for this report has not been entirely ground verified. Site-specific

baseline vegetation inventories would need to take place in order to create a precise vegetation map. The maps for this report can be found in Appendix A. Additional resource maps can be created for site-specific resource planning and development.

Information for this report has been gathered from numerous sources. Coordination efforts were made with livestock producers, Wasatch County planners, county extension agents, and personnel from the Utah Division of Wildlife Resources, Natural Resource Conservation Service, and Forest Service.

LIVESTOCK

The livestock grazing portion of this report is conceptual in nature. If detailed livestock grazing plans are necessary for individual Lots or Phases of development, this work would be completed under a separate contract. It is understood that one of the goals of the development will be to continue the livestock grazing operation and maintain the wildlife amenity. All developmental goals were considered and evaluated at the appropriate conceptual level.

Pioneer recognizes the desire of Heber Ranches to maintain a viable livestock (sheep) grazing enterprise on the Ranch. A comprehensive livestock grazing plan which includes a detailed (site-specific) determination of range condition and carrying capacity for all range sites on the Ranch is beyond the scope of this report. Contacts with current livestock operators were established to verify current stocking rates of sheep, current grazing systems, and to determine the average length of the grazing season. Use of existing maps and aerial photographs, augmented with on-site surveys, were used to estimate range condition and carrying capacity. This analysis includes a multi-species grazing plan that considered forage needs of sheep, deer, elk, and horses on the Ranch given the proposed developments. Recommendations for stocking rates, grazing season length, and distribution of livestock on the Ranch are presented.

Historical and Current Conditions

Livestock grazing has historically been an integral part of the culture and economy of Wasatch County, and consequently the Ranch, since the late 1850's (Jensen 1995). Cattle and horses were the primary domestic herbivores on the Wasatch Plateau, in Central Utah until the 1870's when sheep grazing was initiated (Johnson 1964). Throughout the last seventy-five years, the Ranch was primarily used for sheep grazing (Fitzgerald and Fitzgerald 1997) with limited grazing of cattle.

Since 1974, Clarke Fitzgerald and family have leased the Ranch for grazing approximately 2,348 ewes from May 1 through July 1 and from September 15 through November 30 (Fitzgerald and Fitzgerald 1997). Concurrently, they have held two sheep grazing permits on Dip Hollow and Upper Little South Fork allotments, which are regulated by the Heber Ranger District of the

Uinta National Forest (Smith 1997). These allotments adjoin the Ranch on the eastern property boundary, have a July 1 through September 30 grazing season and contain 4,482 acres with 720 Animal Unit Months (AUMs) and 5,533 acres with 720 AUMs, respectively (Smith 1997).

An animal unit month (AUM) is defined as the amount of forage (800 pounds) required per month for a 1,000 pound cow and her calf. To apply the concept of an AUM to sheep, a conversion factor of 5 is used or one ewe and lamb are equivalent to 0.2 of an AUM. Deer and elk are equivalent to 0.2 AUMs and 0.58 AUMs, respectively. (Jensen 1995).

For the past twenty-three years, the sheep have been moved across the Ranch in the spring from southwest to the east where they enter the USFS allotments for approximately two months. In the fall, the ewes and lambs return from the USFS allotments and graze the southern portions of the Ranch with the lambs and dry ewes being removed and shipped around October 1 and the remainder of the bands grazing until the weather becomes prohibitive, the forage is depleted, or until November 30. Typically there have been two distinct bands with herders.

Predation within the two bands continues to be an operational and economic problem for the lessee with coyote, mountain lion, black bear, and red fox losses identified by USDA Wildlife Services (Bodenchuk 1997). A more thorough discussion of predators and livestock losses is found in the Wildlife Section of this report.

Recently, Heber Ranches and Circle Dot Livestock (Benjamin Fitzgerald) have executed a grazing lease for the right to graze on the Ranch up to 2,800 ewes with lambs from May 1 to November 30 with approximately two months spent on USFS permits for 2,348 ewes with lambs. The lease agreement will be for a period of one year beginning May 1, 1998 and extended year to year for five years at the option of both parties (Boyd 1997).

The Heber Ranger District of the Uinta National Forest, collected \$1.35/AUM from livestock owners grazing the District USFS lands in 1997. By comparison, fees for grazing livestock on private lands ranges from about \$6-10/AUM depending on the type of range and the services provided by the landowner, when averaged across all western states. Livestock producers leasing public land are required to provide additional services (i.e. establish and maintain fences, corrals, and water supplies) at their own expense, which creates the price disparity between private and public land grazing fees. There are also additional costs associated with grazing on public land that are often less recognized, such as increased death loss and the value of the grazing permit. (Workman 1988).

All of the USFS grazing allotments are on a deferred rotation grazing system. Under such a system the entire allotment is grazed every year, but the timing and use of pastures varies between years. This is usually accomplished by having sheep herders vary the pattern of use annually. For example, herders may have sheep graze the north end of the allotment at the beginning of the season, and work them to the south as the season progresses. The following

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year, the herder may start the sheep at the south end and progressively move them north. Another technique that could be used in a deferred rotational system would be to vary the start and end dates of the grazing season.

During a site visit on September 24, 1997, Pioneer range management specialists evaluated the current range management practices on the Ranch. Given the size of the Ranch, the time of year with respect to forage production and grazing use, and the scope of Pioneer's contract, it was impossible to provide a detailed analysis of the grazing operation. However, certain important observations were made. First, the range appears to be in fair to good condition with some areas in excellent condition. This is based on a scale of Excellent-Good-Fair-Poor-Very Poor. This was a qualitative determination based on the brief site visit, and was derived through observation of ground cover, soil erosion, and plant composition. Given the above normal precipitation experienced in the region prior to, and during the growing season, the ground cover of vegetation on the Ranch was relatively good. However, some areas of sagebrush/perennial grass appeared to have a higher component of sagebrush, which is indicative of long-term sheep grazing (Bowns and Bagley 1986). Moreover, the dominant vegetation types and range sites (Appendix A; Maps 3 and 4, respectively) on the landscape of the Ranch are being grazed by a relatively constant number of sheep and an increasing number of elk and deer.

Table 1 presents grazing information gathered for the Ranch and USFS allotments for the 1997 grazing season. The data depicted for the Ranch in Table 1 resulted following a synthesis and analysis of information (Appendix C) extracted from the modified vegetation map (Appendix A; Map 3), the soils map (Appendix A; Map 4), and range site descriptions found in Appendix C, which also formed the components of the range site map (Appendix A; Map 4). Although the forage production data used in calculating the selected 4,719 AUMs was derived from excellent range condition with unfavorable precipitation statistics developed by the USDA/NRCS (Appendix C), this scenario should be consistent with forage production on fair to good range condition with normal precipitation. Moreover, total AUMs available for consumption on the Ranch follows the convention of 50 percent utilization of total forage production with 25 percent allocated for livestock and 25 percent for wildlife (15 percent) and insects, disease, and trampling (10 percent) (Jensen 1995). Finally, the apparent disparity between the Ranch and the USFS in acres per AUM (1.77 versus 3.5, respectively) is probably the difference between the 1,440 AUMs identified for livestock grazing and an additional 1,440 AUMs allocated for the Elk/Deer and Other categories by the USFS. The additional AUMs are not normally identified in the permittees contract but the USFS follows the same AUM allocation method as found in Jensen (1995). Working through the assumption, the acres per AUM for the USFS would be recalculated to 1.75 (2,880 AUMs/10,015 acres), which is comparable to the 1.77 acres per AUM value for the Ranch.

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The current stocking rate for sheep, combined with the stocking rates for an unknown quantity of deer and elk on the Ranch, does not suggest that the range is overstocked (Table 1). However, during the first two months of the grazing season, the 245 AUMs allocated for Elk/Deer limits

the calving and/or fawning herd size to 422 elk, or 1,225 deer, or some combination of the two species.

Table 1. Grazing information for the Ranch and USFS allotments in 1997^{a,b}.

Species	Head	Season	Months	Animals/ acre	AUMs Ranch	AUMs USFS	Acres/AUM
Sheep	2,348	5/1-6/30	2.0	0.28	940		1.77
Elk/Deer	Unknown			Unknown	245		
Other ^c	---			---	163		
Sheep	2,348	7/1-9/15	2.5	0.23		1,440	3.50
Elk/Deer	Unknown			Unknown	941		1.77
Other ^c	---			---	627		
Sheep	2,348	9/16-11/30	2.5	0.28	1,175		1.77
Elk/Deer	Unknown			Unknown	377		
Other ^c	---			---	251		
Total AUMs for Sheep					2,115	1,440	
Total AUMs for Elk/Deer					1,562		
Total AUMs for Other ^c					<u>1,042</u>		
Total AUMs on the Ranch					4,719		

^a Based on the estimate of 8,330 acres of grazing land on the Ranch and 10,015 acres on the USFS allotments, the distribution of AUMs is assumed to be equal (408 AUMs) for each of the seven months in the grazing season and lambs will not be counted separately for the two weeks in fall prior to shipping.

^b Data in this Table are derived from information in Appendix C.

^c Other represents a consumption category of forage production, which allocates 10 percent for insects, disease, and trampling (Jensen 1995).

During Pioneer's site visit, range utilization by sheep, elk, and deer in some areas of the Ranch varied from 0-30 percent, while other areas appeared to be utilized at a rate of 50-60 percent. Variable range utilization may be symptomatic of several management maladies. More information about range condition, trend, and carrying capacity, and livestock/big game distribution and use would have to be collected and analyzed before site-specific prescriptive recommendations could be offered. In general, higher utilization rates were in close association with livestock watering ponds which is to be expected.

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Infestations of Canada thistle, scotch thistle, cheatgrass, cocklebur and prickly lettuce were observed along roadways, in the Big Pole Canyon Creek riparian zone, and in some of the, historically heavy-grazed areas during the site visit. An integrated weed control program should

be developed to attack the current infestations, to identify best management practices for grazing management, and to minimize invasions through the declaration of covenants, conditions and restrictions and building construction specifications.

Infestations of noxious and obnoxious weeds can cause extensive resource damage and economic loss on rangelands. Invasions from unwanted plants are usually identified with overgrazing, soil disturbance from road, building, and livestock facilities construction, landscaping, vehicle and equipment traffic, wildlife (elk, deer, birds and etc.) and livestock (sheep, horses, cattle and etc.) migration, imported hay, water, and wind. A healthy plant community and minimal soil disturbance are the best deterrents to weed invasions.

The degree of soil erosion was relatively low throughout the Ranch, which is indicative of the utilization patterns observed. Soil erosion was primarily seen around some of the riparian areas, stock/wildlife ponds, and existing roads and appeared to be minor. Soil erosion can be prevented by maintaining healthy plant communities and minimizing soil disturbance (see Appendix D for BMPs).

There are several stock water facilities on the Ranch in varying degrees of maintenance and capacity. Two stock ponds were being rehabilitated during the site visit by Pioneer, but did not appear to be lined with bentonite to prevent seepage. Also observed during the site visit were several seeps with development potential. Adequacy of the facilities for current or expanded water demand was beyond the scope of this report. However, a review of current facilities and their capacity to meet needs now and in the future would be an integral part of an overall ranch management plan.

Wildland fire hazard on the Ranch is considered to be "HIGH" according to the rating system used by the Utah State Division of Forestry, Fire and State Lands (Jablonski 1997). The rating system uses five factors to determine the fire hazard severity including slope, aspect, weather, fire response time, and vegetation type (UDNR/FF 1978). *Wildfire Hazards and Residential Development* outlines regulations for the development of wildland subdivisions for three fire hazard classifications including moderate, high, and extreme (Appendix F). Field observations of oak/brush and some aspen communities raised concerns for wildland fire hazard because of stand age, estimated fuel loads, and the apparent lack of normal fire frequency. Vegetation management to reduce wildland fire hazard will be important to protect Ranch property and the natural resources.

Effects of Development and Management Guidelines

Management of livestock and big game will become more difficult with development of the Ranch. As the 10-acre Areas of Disturbance are intensively developed, land once in production of forage will be eliminated or reduced for livestock and wildlife (potentially 550 acres affected with 314 AUMs removed). This does not include an undetermined amount of land to be removed

for road and driveway construction. Some of these losses would be recovered if successful revegetation of some existing roads could be accomplished. However, potentially revegetated roads would need to exclude grazing until revegetation efforts are successful.

As mentioned above, range condition on the Ranch is fair to good based on limited observations of ground cover, soil erosion, and plant composition. This would suggest a history of moderate to heavy livestock and wildlife utilization of the vegetation resources on the Ranch. Heavy livestock utilization appears to have occurred prior to the period of use by the Fitzgerald's. This suggests that improved grazing management practices and range renovation projects should be continued and additional practices implemented to prevent future and reverse past deterioration of range condition on the Ranch. For example, intensive grazing of sagebrush by sheep in the fall has significantly improved previously overgrazed sagebrush-perennial grass rangelands (Laycock 1967).

Some sagebrush-grass areas of the Ranch have had range renovation projects completed with apparent success. Through the use of prescribed burning, sagebrush has been reduced with concomitant increases in perennial grass production. However, it is not clear from field observation whether forb production has increased. Without further examination and additional fire history information, it would be difficult to determine the extent of plant community improvement and the prescription application interval.

Without more accurate information concerning grazing practices with respect to band movement by the herder and available water and mineral licks, it is difficult to determine livestock distribution patterns throughout the grazing season. However, site visit observations indicate greater dispersion of sheep should benefit range condition and improve carrying capacity. Effective livestock distribution, improved range utilization, and reduced impacts to vegetation surrounding water and mineral sources can be achieved by placing mineral licks at least a quarter of a mile from a water source and alternating their location through time.

The duration of grazing by sheep should be based on the availability and utilization of forage. In drier years and subsequent recovery years (depending on the variation from normal precipitation and duration of the dry cycle), forage availability will be lower and utilization goals will be reached quicker than in wetter years, given the same number of animals grazing. Therefore, integrating a drought management plan for rangeland resources within the overall grazing management plan is important to long-term resource and economic viability of a ranch (Reece et al. 1991). As with the grazing management plan, guidelines for use of rangeland resources during drought conditions are more accurately developed through a long-term range monitoring program.

A long-term range monitoring program creates a written and pictorial history of rangeland resource changes through use and provides direction for goals, objectives, and tasks temporally and spatially. Effective use of monitoring data assists the rancher to maintain a sustainable resource and improve

economic viability. Several range monitoring handbooks with simple, common-sense methods have been developed and are generally available through a land grant university extension service. Most of the range monitoring programs are designed to include riparian and wetland habitats as well as grassland and forested habitats.

Although the major riparian areas (i.e., Big Pole Canyon Creek and Little Pole Canyon Creek) do not appear to be overgrazed or show significant signs of bank erosion due to livestock grazing, some of the stock ponds and their associated riparian and wetland areas are exhibiting signs of livestock impacts. Increased efforts to distribute livestock, especially during the warmer parts of the grazing season, should improve these areas. Bedding grounds should avoid areas in close proximity to riparian and wetland areas. It is critical that all livestock are moved from a riparian area when changing grazing areas (i.e., none are left behind). Other guidelines for livestock management in riparian areas include:

1. *Early-season grazing:* The first pasture grazed each year should have no more than 65 percent of current annual growth of streamside herbaceous forage removed.
2. *Mid-season grazing:* Livestock will tend to concentrate in riparian zones during hot dry periods. Thus, it is important to keep grazing utilization of current years herbaceous plants below 50 percent.
3. *Late-season grazing:* Enough vegetation should be left for bank stabilization during high winter and spring water flows. Complete livestock removal is necessary when 4-6 inches of herbaceous stubble remains.
4. *Wetland/Riparian areas:* Several areas on the Ranch have ponds, which currently have or have had developed wetland communities associated with them. These areas provide excellent wildlife habitat for amphibians, moose, and nesting habitat for numerous birds. Keeping livestock out of these wetlands with more prescriptive herding or other intense distribution techniques during area grazing use would protect them from potential degradation by livestock. Temporary electric fences could be used as a tool to provide protection of these sensitive areas.
5. *Monitoring:* An effective long-term monitoring program could assist in establishing current conditions through a baseline inventory. Trends could be developed through periodic site evaluations. Photopoints would be an essential element of the monitoring program.

00206518 BK 00395 Pg 00091
Current grazing management on the Ranch is reasonably straight forward, although improvements could be made. However, developer decisions regarding placement of 10-acre Areas of Disturbance within Lots or in the Subdivision, internal perimeter fencing restrictions around Lots, and the pasturing of horses on individual Lots has the potential to eliminate livestock grazing and

impede big game migration and spring calving/fawning (discussed in the Wildlife Section). These development impacts substantially increase the degree of difficulty for grazing management and add complexity in designing a grazing management plan for any point-in-time in the future. Conceptually, dividing the Ranch into three grazing habitat zones correlated to aspen, sagebrush, and oak communities with intra-community management according to desired future condition and functional use in the management scheme is not as simple as dividing the land mosaic into easily fenced parcels (pastures). However, such a division by vegetation types maintains the current open nature of the Ranch and is more ecosystem sensitive.

Future grazing should continue to include sheep in a spring-fall rotation integrated with big game herbivory. Such a multi-species grazing system can actually improve range condition (Bowns and Bagley 1986). Altering the composition of plant communities to achieve management objectives could include (but not be limited to): additional prescribed burning, selective tree thinning and harvest, chaining, chemical spraying, intensive grazing at specified times to target a plant species, varying season of use, incorporate another class of livestock (cattle), and reseeding (native plant materials, exclusively).

A multi-species grazing system on the Ranch could accommodate horses. However, a horse requires 1.5 AUMs or 1200 pounds of forage per month, which will displace 15 sheep, 15 deer or almost 3 elk. Horses will need to be fed imported hay throughout the winter months and many of the summer months, which increases proportionally the rate of probability of noxious weed invasions with each individual winter feed importer. Early spring grazing should be avoided. Finally, horses are not easily managed in a grazing environment without fences, which tends to displace other livestock and wildlife (greater than a 1:1 displacement relationship for acres or AUMs), will substantially impact the open space and its concept, and requires a separate management plan with oversight for each Lot with grazing horses.

A centrally located equestrian facility with established rules and regulations would be in harmony with the overall concept for the development of the Ranch, would preserve multi-species grazing for the benefit of the plant communities and wildlife habitat, and would maintain the open nature of the high mountain ranch atmosphere. Horses could be incorporated into the grazing management plan, which would compliment sheep and big game grazing. However, including horses in the grazing-species mix will reduce the numbers of other herbivores in the mix and introduce additional and varied impacts to the plant communities, thus increasing resource management complexity. Intensive management practices would have to be incorporated for horse grazing in order to avoid damage to the range resource. Supplemental winter feed sources for horses should be monitored to minimize the potential for weed invasions.

It is difficult for Pioneer to place a value on the grazing lease the Ranch currently provides to Benjamin Fitzgerald. The value of a grazing lease would be determined by factors such as demand for the forage, the price of adjoining leases, the amenities provided by the landowners, etc. Given that the Ranch currently does not provide perimeter or pasture fencing, and the lessee

must manage the distribution of stock with herders and minerals, the value of its lease is probably at the lower range of fees collected on private ranges in the West (i.e. \$ 5-8/AUM). If the Ranch improves livestock management facilities and/or stocking rate, it could expect an increase in the value of the lease. However, improvements in livestock management facilities should not be counterproductive to wildlife management objectives. Also, as range conditions improve and the forage base increases, so will the value of the lease. Ultimately, the value of the Ranch's grazing lease will depend on changes in market value and future landowner decisions on the grazing program and fencing of Lots.

WILDLIFE

Wildlife are an integral component of any natural setting and a valuable amenity to the Ranch. The following discussion on wildlife resources is divided into two major sections, wildlife habitat and wildlife species. While it was beyond the scope of this project to conduct site-specific habitat type inventories, existing information and a site visit were used to identify major habitats on the Ranch. Site-specific work could not be completed at this time because many range, wildlife, and sensitive resources can only be assessed within specific biological windows of opportunity (e.g., many birds can only be detected in late spring).

Wildlife Habitat Types

In the original scope of work, Pioneer assumed that the existing GAP vegetation for the Ranch was accurate. However, after reviewing an aerial photograph of the Ranch (Appendix A; Map 1) and after a site visit, it was apparent that the existing vegetation map contained inaccuracies. Based on a site visit, a modified vegetation map was designed by combining vegetation categories from the existing map to reduce the level of uncertainty (Appendix A; Map 3).

Historical and Current Conditions

Several important factors affecting the relative abundance of wildlife habitat types are fire, grazing, insects, and disease. Fire suppression in the 1900s has been responsible for an increase in the quantity of aspen/ conifer and conifer stands in the landscape area, and a decrease in the amount of sagebrush/ meadow habitats. Generally, both avian diversity and big game densities benefit from periodic fires (Wright and Bailey 1982). Fires in the area of the Ranch have been very limited (Jablonski 1997). Heavy grazing by livestock and wildlife can prevent reproduction of aspen through browsing of young sprouts, and can change the composition of sagebrush meadows. The interaction between livestock and wildlife is discussed later in this report. Finally, insects and disease can kill individual trees or result in the die-off of a large number of trees within a stand creating important wildlife habitat.

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Pioneer identified six habitat types on the Ranch (Appendix A; Map 3). The largest habitat type on the Ranch was the Aspen type. This type was defined as those areas consisting of predominant aspen stands. Some stands contained varying amounts of conifer (i.e., spruce and fir) that did not show up on the vegetation map provided to Pioneer. In addition, site visits and an examination of aerial photographs indicated significant sagebrush-grass habitat contained within patches of aspen despite their contiguous appearance on the vegetation map. The Ranch contains 3,626 acres of Aspen (Table 2), comprising 43.5 percent of the total area. Understory vegetation in Aspen habitat type on the Ranch is dominated by one of two vegetation understory types. Many aspen stands in the property, particularly along the east side of the property, have an shrub dominated understory of mountain snowberry (*Symphoricarpos oreophilus*). Other aspen stands on the Ranch contain a grass, sedge, and forb understory. Shrubs are not common in these stands. Observations by Pioneer biologists indicated many of the Aspen stands contained mature stage Aspen. Aspen stands provide thermal and hiding cover for many mammals, and provide nesting habitat for a wide variety of birds, including cavity nesters (Dealy 1981). They also provide high quality elk calving habitat. The large quantity of Aspen habitat on the Ranch can be expected to provide habitat for species adapted to these stands such as deer, elk, moose, Cooper's Hawk, and montane voles.

The Sagebrush-Grass type was the second largest habitat type on the Ranch and consisted of about 3,015 acres, comprising 36.2 percent of analysis area (Table 2). Given the limited time and resources available to conduct our analysis, it was impossible to identify subdivisions in this habitat type regarding the relative dominance of sagebrush. Thus, all unforested non-riparian habitat types were combined into Sagebrush-Grass type. This type included sagebrush, dry meadows, and sagebrush/grass habitats. This habitat contains high quality forage for deer and elk and is high quality wildlife habitat. In addition, upland game birds, coyotes, and insectivorous song birds are common.

Table 2. Acres of wildlife habitat types on the Ranch

Type	Acres	Percent
Aspen	3,626	43.5
Sagebrush-Grass	3,015	36.2
Oak-Mountain Shrub	1,037	12.4
Mountain Riparian/ Sagebrush-Grass	469	5.6
Mixed Conifer	131	1.6
Mountain Mahogany	52	0.6
Total	8,330	100

00206518 BK 00395 Pg 00094

The Oak-Mountain Shrub type included large stands of Gambel's Oak and Maple. The Oak-Mountain Shrub type comprised about 1,037 acres on the Ranch and accounted for 12.4 percent of the Ranch (Table 2). This habitat type occurred primarily on the west side of the Ranch (Appendix A; Map 3). This type contains excellent forage for mule deer and elk. It contains good structural diversity allowing a variety of birds and small mammals to use this habitat. Ringtails, a Utah State Sensitive Species, occur in this habitat type.

Mountain Riparian/Sagebrush-Grass type consisted of about 469 acres and accounted for 5.6 percent of the Ranch (Table 2). Mountain Riparian/Sagebrush-Grass type consists of habitat mapped by the GAP analysis as mountain riparian habitat. Site visits by Pioneer personnel indicated that much of this habitat consisted of a narrow riparian zone surrounded by a sagebrush and grass meadow. Therefore, this vegetation type was renamed to better reflect its usefulness as wildlife habitat. Riparian zones provide valuable wildlife habitat for a variety of mammal, amphibians, and birds. Structural diversity is typically high in the riparian zone due to the combination of woody and herbaceous species that grow as overstory and understory which leads to high wildlife diversity. Although riparian corridors are common in the Ranch, many riparian zones have a limited woody plant community.

Conifer dominated habitat types were grouped into the Mixed Conifer type. The Mixed Conifer type accounted for only 131 acres or 1.6 percent of the Ranch (Table 2). Mixed conifer stands exist in only four places on the property (Appendix A; Map 3), but provides important habitat for a number of state sensitive species. Conifer stands provide habitat for species adapted to late successional forests (i.e., redbacked voles, golden-crowned kinglets, mountain chickadees, American marten, lynx).

The final habitat type defined for the Ranch was the Mountain Mahogany type. This habitat consisted primarily of Mountain Mahogany. Mountain Mahogany in Northern Utah has had poor recruitment for many years and most stands consist of mature trees. Mountain Mahogany type comprised only 52 acres on the Ranch and accounted for 0.6 percent of the habitats (Table 1). Mountain mahogany type provides important hiding and thermal cover to deer; as well as nesting sites for birds and small mammals (Dealy 1981).

Wildlife Species

00206518 BK 00395 Pg 00095

Big game species of particular interest in the area include elk, deer, and moose. Of particular concern to the USFS, is the critical elk calving habitat in the Ranch area (Riddle 1997) and winter range habitat for deer and elk (UDWR 1997). Other wildlife species within the Ranch potentially include Utah State Sensitive Species, predators, and other birds, mammals, reptiles, and amphibians. Contacts with UDWR, USFS, USDA Wildlife Services, Utah State University, and Ben and Clarke Fitzgerald were established to obtain available information on the occurrence of sensitive species

(UDWR 1997) and game species of particular concern in and around the Ranch (Table 3). This information was augmented with general surveys to identify the presence of these species and their habitat within the Ranch. Unfortunately, the timing and scope of Pioneer's contract did not allow for a systematic sample of the Ranch for sensitive species. Consequently, the analysis was confined to isolating areas of potential habitat. Criteria used to determine potential habitat for sensitive species was developed through literature searches, conversations with USFS and UDWR, and through the use of Utah State University Gap Analysis. More detailed information regarding sensitive species and their potential habitat and occurrence on the Ranch is described below.

Table 3. Utah State Sensitive Species, big game species and predators potentially occurring on the Ranch.

Classification	Species	
Sensitive Species	Northern Goshawk	Sage Grouse
	Bald Eagle	Williamson's Sapsucker
	Three-toed Woodpecker	Swainson's Hawk
	Lewis' Woodpecker	Northern Flying Squirrel
	Spotted Bat	Townsend's Big Eared Bat
	Ringtail	Milk Snake
	Utah Mountain Kingsnake	Spotted Frog
	Boreal Toad	
Big Game Species	Moose	Mule Deer
	Rocky Mountain Elk	
Predators	Coyote	Black Bear
	Mountain Lion	Red Fox
	Bobcat	

00206518 BK 00395 Pg 00096

Historical and Current Conditions

Since the mid-1800's, the species of wildlife and their abundance occurring in the landscape area have changed as a direct result of habitat fluctuations. Forest and shrub habitats in the middle of successional stages generally have the maximum avian diversity (Wright and Bailey 1982). Fire suppression from the early 1900's has resulted in an overall reduction of aspen adjacent to mixed conifer types in the western United States. This in turn has resulted in a loss of habitat for cavity nesting birds. Also, the lack of fire has resulted in decreased aspen reproduction in the form of suckers. These aspen suckers provide a valuable source of browse for moose, deer, and elk (Wright and Bailey 1982). Fire suppression is especially detrimental to big game species in upper elevations (Fairchild 1997). In addition, fire suppression has resulted in the increased

age of forested aspen stands, increasing their susceptibility to outbreaks of disease and insects. While fires may increase habitat for certain species, those species that require healthy, mature stands may be displaced. The diverse habitat types contained on the Ranch currently provide suitable habitat for numerous wildlife species. As a result of the September site visits by Pioneer biologists, a list of species observed on the Ranch was compiled (Table 4). Unfortunately, the timing of Pioneer's contract did not permit systematic breeding bird surveys, or mammal surveys. The riparian and wetland complexes (Appendix A; Map 1) provide habitat for neotropical birds, moose, beaver, and amphibians.

Table 4. Wildlife or wildlife sign observed by Pioneer biologists on the Ranch during 1997 site visits.

Habitat Type	Species	
Sagebrush-Grass, Mtn. Riparian, and Oak-Mtn. Shrub	Tree Swallows	Mourning Dove
	Elk	Northern Pocket Gopher
	Mule Deer	Least Chipmunk
	Black-billed Magpie	Beaver
	Red-tailed Hawk	Western Kingbird
	Common Raven	White-crowned Sparrow
	Brown-headed Cowbird	
Aspen	Common Flicker	Elk
	Hairy Woodpecker	Least Chipmunk
	Mule Deer	Mountain Bluebird

Sensitive Species

Northern goshawk. The northern goshawk likely occurs on the Ranch and is also a Utah State and USFS Sensitive Species. The northern goshawk is a Utah sensitive species due to declining populations (UDWR 1997). Goshawks typically nest and forage in mature stands of aspen, lodgepole pine, spruce-fir, or mixed forests at elevations of 7,500 feet or greater. In the central Rockies, goshawks typically nest on gentle slopes (0 to 40 percent) with a north to east aspect on benches or basins usually near much steeper slopes (Call 1978). Nesting sites usually have a sparse understory in the Rockies. Nest sites are usually within 1/4 mile of an opening of one acre or larger, and typically occur in tree stands of 6.5 acres (Squires and Ruggiero 1996). Potential goshawk nesting habitat was determined by locating areas on the Ranch that met these criteria. Suitable nesting habitat for the goshawk consisted of about 1,351 acres (Appendix A;

00206518 BK 00395 Pg 00097

Map 6). The aspen stands on the east portion of the Ranch appear to provide the largest potential nesting habitat (Appendix A; Map 6).

Swainson's hawk. Swainson's hawks are common birds in most grasslands, agricultural areas, shrublands, and riparian forests of the west (Clark and Wheeler 1987, Andrews and Righter 1992). The UDWR has placed them on the states sensitive species list as a species of concern due to declining populations (UDWR 1997). However, this hawk is common in northern Utah during the breeding season. Swainson's hawks nest in or near open areas, although migrants appear in treeless areas (Andrews and Righter 1992). Large flocks are most often seen in agricultural areas near grasshopper infestation (Woffinden 1986, Johnson et al. 1987). Swainson's hawks perch on posts, banks, or stones and usually pounce on prey, which largely consist of insects. Habitat for this hawk on the Ranch includes Sagebrush-Grass and Mountain Riparian/Sagebrush-Grass habitats and associated forest edges.

Three-toed woodpecker. Three-toed woodpeckers are a state species of special concern due to limited distribution. Three-toed woodpeckers primarily inhabit mature and old-growth forests (Towry 1984) from 8,500 to 11,500 ft. elevation. Where insect populations are high, however, it may also occur in ponderosa pine, Douglas-fir, and lodgepole pine forests (Andrews and Righter 1992). There are no areas of suitable habitat for three-toed woodpeckers on the Ranch.

Lewis' woodpecker. Lewis' woodpecker is a species of special concern due to declining populations and limited distribution. Lewis' woodpecker use forested areas, often logged or burned areas, including oak and coniferous forests as high as 9,000 ft. elevation (Ehrlich et al 1988). Breeding habitat consists of a brushy understory with an abundance of insects, and may be associated with evergreen or deciduous forests. It typically avoids riparian forests (Andrews and Righter 1992). Critical winter habitat for Lewis' woodpecker is defined by abundant acorn availability in oak woodlands or nut orchards. The Ranch property likely provides both summer and winter range for Lewis' woodpecker. The abundant Gambel's Oak on the east side of the property likely supplies abundant acorns. Winter habitat consists of the 1,037 acres of Oak-Mountain Shrub habitat type. Although potential summer habitat on the Ranch consists of a maximum 4,605 acres, areas where Oak-Mountain Shrub type meets either mixed conifer or aspen are likely to provide the highest quality habitat for this species.

Williamson's sapsucker. Williamson's sapsucker is a species of special concern due to a limited distribution (UDWR 1997). Williamson's sapsucker primarily breeds in ponderosa pine forest, but also breeds in aspen and spruce fir forests (Andrews and Righter 1992). It is typically found below 7,000 ft in elevation (Erlich et al. 1988). There are 17 acres of suitable habitat for Williamson's sapsucker on the Ranch (Appendix A; Map 6). There are also limited aspen stands along the bottom of Big Pole Canyon that could serve as potential habitat.

Sage grouse. Sage grouse occur on the Utah State Sensitive Species List (UDWR 1997) as a species of special concern due to declining populations and a limited range. Critical habitat for

sage grouse consists of sagebrush and sagebrush-grass habitats between 5,500 and 8,300 ft. in elevation (Edwards et al. 1995). This habitat is abundant on the Ranch (Table 2) with 3,003 acres meeting these criteria (Appendix A; Map 6). Though no leks are known to occur in the vicinity of the Ranch (Howe 1997), potential habitat exists for the sage grouse.

Bald eagle. The bald eagle is a state threatened species (UDWR 1997). Bald eagles primarily winter in Utah and generally are associated with lakes and rivers. Bald eagles would be likely to significantly use the Ranch only during severe winters (Howe 1997). The Fitzgeralds have frequently seen bald eagles on the property.

Northern flying squirrel. The northern flying squirrel is a species of special concern due to limited distribution. The species inhabits dense spruce-fir or aspen forests in northern Utah (Wassink 1993, Fitzgerald et al. 1994). It is most commonly found in mature forests utilizing woodpecker nesting holes in mature or dead trees (Whitaker 1980). The few mixed conifer stands on the property could provide habitat for the flying squirrel, although these areas have not been surveyed by Pioneer biologists. In addition, there are several mature aspen stands on the Ranch that likely would provide flying squirrel habitat.

Ringtail. Ringtail occur on the Utah State Sensitive Species List (UDWR 1997) as a species of special concern due to limited distribution. Ringtails inhabit rocky canyons and foothill areas of pinon-juniper woodlands, montane shrublands, riparian woodlands or mixed conifer oakbrush (Fitzgerald et al. 1994) below 9200 feet (Wassink 1993). Denning occurs in rock crevices, under boulders and in hollow logs. Suitable habitat of Oak-Mountain Shrub type below 9,200 feet consists of 1,025 acres (Appendix A; Map 6). It is likely that suitable denning locations occur given the generalist nature of den selection.

Townsend's big-eared bat. Townsend's big-eared bat is currently listed as a Utah species of special concern due to declining populations and limited distribution. Townsend's big-eared bat inhabits semidesert shrublands, pinon-juniper woodlands, and open montane forests (Fitzgerald et al. 1994) up to 9500 feet (Armstrong 1996). They roost in caves, tunnels and crevices with suitable temperatures (Armstrong 1996). Lack of suitable roost sites and human disturbance are the primary reasons for its problems. No caves, mines, or other suitable roosting environments for the Townsend's big-eared bat were identified on the Ranch property.

Western red bat. The western red bat is a species of special concern due to declining populations and limited distribution. Habitat requirements for western red bats are poorly understood (Nagorsen 1993). They are found in riparian habitats and are rarely found in desert habitats (Schmidly 1991). The western red bat is generally restricted to lower elevations, roosting in the foliage of large shrubs or trees (Monday 1993) and is believed to be a migratory species. The limited population size and distribution are likely functions of riparian habitat loss (Monday 1993). The western red bat could utilize the riparian corridors within the Ranch area, although riparian habitat is limited in some areas of the Ranch.

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Spotted bat. The spotted bat is listed as a Utah species of special concern due to declining populations (UDWR 1997). Habitat preferences for the spotted bat are varied and broad, ranging from ponderosa pine in montane forests, pinon-juniper woodlands, and open semidesert shrublands (Fitzgerald et al. 1994). Spotted bats are most frequently captured in canyons or arroyos with the presence of crevices and water. Crevices of the right size in limestone or sandstone cliffs seem to be the critical habitat selection factor (Poche 1981, Toone 1993). In Utah, sandstone roosts are preferred to limestone (Poche 1981), and distribution is patchy. The bat may occupy ponderosa pine woodlands in the reproductive season (late May through early July) and move to lower elevations at other times of the year. The Ranch property does not contain abundant sandstone or limestone cliffs which are the dominant factor in habitat selection of the spotted bat.

Milk snake. The milk snake is a Utah species of special concern due to declining populations (UDWR 1997). The milk snake inhabits a variety of habitats including grasslands, canyons, pinyon-juniper, mixed conifer and river bottoms (Stebbins 1985, Hammerson 1986) up to 8,000 ft. in elevation (Behler 1985). It is a secretive snake that is seldom seen in the open (Stebbins 1985) and are usually discovered under rotting logs or stumps. Milk snakes eat a variety of small vertebrates. Potential habitat for milk snakes on the property consists of sagebrush-grass, mountain riparian, and mixed conifer habitat types less than 8,000 ft. elevation. Suitable habitat for the milk snake consists of approximately 2,472 acres (Appendix A, Map 6).

Utah mountain kingsnake. The Utah mountain kingsnake is a species of special concern due to declining populations (UDWR 1997). The Utah mountain kingsnake is a mountain dwelling snake found at elevations up to 9,100 feet. It frequents shrublands and coniferous forests, often near streams and springs (Stebbins 1985). It is often found in areas with rocks or logs and dense vegetation and eats lizards and small rodents (Behler 1979). It has a limited distribution in Utah (Behler 1979). On the property, potential habitat consists of all the mixed conifer and oak-mountain shrub types (Appendix A; Map 3). These habitat types total 1,168 acres of potential habitat (Appendix A, Map 6).

Boreal toad. The boreal toad is currently listed on the Utah State Sensitive Species List as a species of special concern due to declining populations (UDWR 1997). The boreal toad is found throughout the Rocky Mountains (Behler 1985, Stebbins 1985). Habitat for boreal toads include lodgepole pine, spruce-fir forests, and alpine meadows (Nesler and Geotzl 1994) at elevations between 7,000 and 13,000 feet. Suitable breeding habitat is limiting for the boreal toad and includes lakes, marshes, ponds, and bogs with sunny exposure, and quiet, shallow water (Nesler and Geotzl 1994). Populations of the boreal toad have been in decline for unknown reasons. Any resource management that negatively affects alpine wetlands or ponds will negatively affect breeding habitat for the toad (Nesler and Geotzl 1994). Limited wetlands exist on the Ranch property which provide potential breeding habitat for the boreal toad. Extensive stock grazing in and near the limited wetlands on the property would act to reduce habitat availability for this toad.

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Spotted frog. Another amphibian of particular interest is the spotted frog. This frog is on the Utah State Sensitive Species List and occurs in the landscape area (UDWR 1997). Habitat for the spotted frog consists of calm water in cold streams and ponds. It does not frequent ponds that are warm enough to allow for extensive growth of emergent vegetation (Behler 1985). Although cold water ponds are not abundant in the project area, potential habitat for the spotted frog exists along the three perennial streams and associated beaver ponds on the Ranch (Appendix A; Map 1).

Livestock and Wildlife Interactions

Throughout the last 75 years, the Ranch was primarily used for sheep grazing, although cattle grazing has also occurred (Fitzgerald and Fitzgerald 1997). The Ranch is being grazed by a relatively constant number of sheep and an increasing number of elk and deer. Although elk appear to utilize fewer of the available plant species than sheep, both elk and sheep are getting the majority of their forage intake from a relative small number of species (Beck 1996). If combined elk and sheep densities are too high, overgrazing of palatable species could result (Beck 1996). When elk and sheep are in the same area, elk movement patterns are related to both human and nonhuman factors (Beck 1996). In general, elk distance themselves from sheep, but remain in the general area in order to use salt licks placed in the area for sheep (Beck 1996). Therefore, it does not appear that elk and sheep interact in a largely negative fashion, except for the potential to overgraze desired plant species (Beck 1996). The current stocking rate of sheep combined with the stocking rates for an unknown quantity of deer and elk on the Ranch does not suggest that the range is overstocked (Table 1). There are approximately 1562 AUMs not utilized by sheep, available for wildlife. Since deer and elk are equivalent to 0.2 AUMs and 0.58 AUMs (Jensen 1995), respectively, this would indicate the Ranch can support large populations of deer and elk. During Pioneer's site visit, range utilization by sheep, elk, and deer on the Ranch varied from 0-60 percent.

Big Game Species

Moose. Moose occur on the Ranch and in the surrounding landscape area. This species is often associated with riparian corridors and wetlands, which are located throughout the Ranch (Appendix A; Map 6). However, summer habitat for moose consists of a variety of upland habitats. Areas of particular importance that occur on the Ranch include Aspen, Mixed Conifer, Sagebrush, and Mountain Shrub communities (Edwards et al. 1995). These habitats are extensive on the Ranch; therefore the majority of the property provides habitat for moose. Moose are likely limited by riparian habitat availability on the Ranch. Although information on moose densities in the area is limited, an aerial survey between the Provo River and Daniels Canyon located 58 moose in 1996 (Guinta 1997). The numbers of moose in the area "seem to be increasing", although quantitative data is lacking (Guinta 1997).

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Elk. The big game species of particular concern in the landscape area is elk. Elk are considered a generalist feeder. Grasses and shrubs compose most of the winter diet, with the former becoming of primary importance in the spring months. Forbs become increasingly important in late spring and summer, and grasses again dominate in the fall. Associated with these seasonal changes in diet are seasonal changes in habitat. (Beck 1996) Elk use a variety of habitat types throughout the year. The season and function of these habitats result in their being classified as winter ranges, calving areas, and summer range. Winter range is typically occupied by elk from December through mid-April. Severe winter range occupies the portion of the winter range that remains habitable under especially harsh winter conditions.

The Ranch lies within the Current Creek elk herd which is in Duchesne and Wasatch counties (UDWR 1993). The objective winter population for the Current Creek elk herd is 1,700 elk, with a postseason population of 2,700 elk (UDWR 1993, 1996). The estimated population for the herd in 1996 was 2,300 elk, well above the objective winter population (UDWR 1996). Unfortunately, detailed population demographics for this elk herd are not available and much of the elk herd currently winters off the unit (UDWR 1993). The UDWR feels that winter range is critical for this elk herd, especially since it is shared with a productive deer herd (UDWR 1993). Very little is known of migration patterns and seasonal locations of elk in the Current Creek elk herd (Cranny 1997) although an elk collaring study has been initiated to the south of the Ranch. Only one elk in the 2.5 year study transmitted from an area near the Ranch (Thacker 1997).

Elk primarily use the Ranch for calving, summer habitat, and as transitional range during migration. Over 500 elk have been counted in the east section of the Ranch (Fitzgerald and Fitzgerald 1997). In spring, elk move onto the Ranch from their wintering grounds. While on the Ranch, they most likely calve in aspen stands during May and June. After calving, some move to their primary summer ranges while others probably continue to utilize the Ranch. Summer range for elk on the Ranch consists of aspen, conifer, mountain brush and sagebrush-grass habitats. In fall, elk will reverse their migration pattern on their return to winter range. Elk movement to winter ranges appears to be largely caused by snow depths over 20 inches (Wassink 1993). Ranch property in the Lake Creek drainage provides some elk winter range, while Ranch property in the Provo River drainage is not useable as winter range due to its northern aspect (Pederson 1997). A few elk likely winter in the lower elevation areas of the Ranch, although large numbers have not been noted (Fitzgerald and Fitzgerald 1997, Guinta 1997). Daniel's Creek Basin, Lake Creek Basin, and Provo River Basin provide important wintering habitat for elk in the Current Creek herd (UDWR 1993).

Elk calving habitat and migration corridors on the Ranch were identified in consultation with the UDWR and USFS. It is important to realize that these migration corridors are not necessarily specific routes of elk travel. Rather, they are general areas that are used by elk as transitional habitat. Thus, the fall migration corridors identified on Map 5 in Appendix A are intended to show the general areas elk use to pass through the Ranch in fall and spring. Spring migration corridors would fall in the same areas, but would travel from low elevation sites to high elevation

sites. It is estimated that between 500 and 900 elk use the Ranch for migration or summer habitat given the densities of elk found in the area. Based on their preference for aspen as calving habitat, and the fact that a large proportion of the property is aspen habitat, the Ranch is likely a primary calving area for the elk herd. Elk calving has been documented on USFS land directly to the east of the Ranch, and occurred in aspen stands associated with a snowberry understory, that serves as cover when the elk lie down (Strickland 1997). Suitable calving habitat was identified based on its aspen composition and aspect (i.e., south, south-east, and east aspect or an arc of 135 degrees). Given this criteria, about 593 acres of potential elk calving habitat were identified on the Ranch (Appendix A; Map 5). This elk calving habitat is primarily centered on the east side of the Ranch adjacent to USFS lands, where calving has been documented (Strickland 1997).

Mule deer. Mule deer occupy all ecosystems in Utah, but attain their highest densities in shrublands with abundant browse and cover. Winter diet typically consists of 75 percent browse from a variety of trees and shrubs and 15 percent forbs. Grasses make up the remaining 10 percent of the diet during winter. In the spring, browse contributes 49 percent of the diet and grasses and forbs make up around 25 percent each. Summer diets are 50 percent browse with increased forb consumption. Summer range habitat consists of most habitat types found on the Ranch, including both the Lake Creek and Provo River drainages (Pederson 1997). Deer summer in and around the Ranch, particularly in aspen habitats with either shrubby or herbaceous understories. Two migration routes cross the property (Appendix A; Map 5) allowing deer to move from higher elevation summer range to winter range in the Lake Creek and Provo River drainages.

The UDWR feels that deer numbers for the Heber deer herd are well below their target winter objective, particularly in the Lake Creek area adjacent to the Ranch (UDWR 1996). Increased development within the Lake Creek drainage is eliminating critical winter habitat, which is currently limiting for big game populations (Pederson 1997). Critical winter range for mule deer exists on the property (Pederson 1997). For this analysis, winter range habitat was assumed to consist of south and west facing slopes below 7000 feet elevation (Jensen 1995). In severe winters, winter range can drop as low as 6,000 to 6,500 feet elevation (UDWR 1989) although winter range can exist as high as 7,800 feet elevation in some areas of the Kamas Deer herd (UDWR 1989). Winter range for mule deer on the property consists of around 225 acres primarily along Big Pole Canyon (Appendix A; Map 5).

Predators

Black bear. Black bear in Utah are most common in shrublands and forests. There have been confirmed losses of sheep to black bear in 1995 and 1996 on the Ranch, indicating their presence in the area. In addition, one black bear was removed from the property in 1996. Verified sheep losses to black bear in the Heber WS District, including the area of the Ranch, averaged 19 sheep over the last four years. (Bodenchuk 1997)

Mountain lion. Mountain lions inhabit most ecosystems in Utah. They are probably most common in foothills and canyons, often in association with forests, shrublands, and pinyon-juniper woodlands. Mule deer are the preferred natural prey of the mountain lion and sheep are frequently taken as well. Mountain lions have been successfully hunted on the property (Fitzgerald and Fitzgerald 1997), although no sheep losses have been confirmed on the property in the last 4 years. Verified losses of sheep to mountain lions have averaged 23 sheep over the last four years in the Heber WS District. Mountain lions likely are present on the property only during the summer when game and livestock are on the Ranch property. (Bodenchuk 1997)

Coyotes. Coyotes occur on the Ranch (Fitzgerald and Fitzgerald 1997) and there have been verified sheep losses to coyotes on the Ranch each of the past four years. Six coyotes were removed from the property in 1995 and 1996. In addition, preventative aerial gunning has been conducted during the winter months on the property. This is done to minimize predation problems during the summer. Verified sheep losses to coyotes have averaged 56 sheep over the last 4 years in the district. USDA Wildlife Services has calculated a maximum population density of 1.38 per square mile. They feel that this may be a conservative estimate for the area. (Bodenchuk 1997)

Red fox. There have been verified sheep losses to red fox on the Ranch. In 1997, one red fox was removed from the property. In addition, verified sheep losses to red fox have averaged over 7 sheep per year for the last 4 years (Bodenchuk 1997).

Effects of Development and Management Guidelines

The most important effects of the proposed development on wildlife will likely result from an increased presence of people on the Ranch. Historically, the Ranch has been managed for grazing, and public access has been limited. Other than the direct effects of grazing (i.e, presence of livestock, sheep herders, cowboys, and vegetation changes), hunting, and fire suppression, wildlife and their habitat have been relatively undisturbed. The proposed development would result in some habitat manipulation and increased human access on the Ranch. However, given that the Ranch is privately owned and could be developed or utilized in numerous ways, the current proposal appears to have mixed impacts on wildlife. Even if all 55 of the 10-acre developable plots are used, 7,780 acres of open space will remain out of the 8,330 acre property. This open space will continue to be utilized by wildlife to varying degrees. The largest impact for wildlife would result if each 160-acre parcel were entirely fenced by the owners and horses were grazed throughout the development.

Fencing

Fencing the entire 160 acre parcels was identified as a significant concern of UDWR during the preparation of this document (Pederson 1997). Fences act to restrict movement of big game across an area, particularly if multiple fences must be crossed. Elk tend to damage fence more

often than they damage themselves since they simply drag their hind legs over the top of fences (BLM/USFS 1988). As discussed previously, several migration corridors cross the Ranch and are used by deer and elk (see also Appendix A; Map 5). If large areas along migration corridors were left largely unfenced, impacts to deer and elk migration could be minimized. In addition, fences would pose a problem for newly calved elk as they would have difficulties escaping disturbance from humans, predators, or pets. This could result in increased injury and stress for elk calves. If only the 10-acre development parcel were fenced, this impact would be minimal. Limited fencing would also benefit wildlife species that prefer large-contiguous tracts of land. Fencing 55 tracts of 160-acres could potentially result in 55 different management or grazing strategies which could have negative impacts on wildlife (Pederson 1997).

All fences constructed on the property should be designed to allow deer and elk to migrate while minimizing damage to the wildlife. Fences should be no higher than 42 inches in height to allow movement of big game. In areas with migration corridors, a wood fence design is advocated (BLM/USFS 1988) with a visual barrier at the top height to allow migration without injury (BLM/USFS 1988). Even with these fence recommendations, elk will consistently damage fences, given the large number of elk migrating through the Ranch. Elk migration will necessitate frequent fence repair if large areas are fenced along migration corridors.

Horse grazing

The current grazing practices cause relatively minor impacts to wildlife. However, if horse grazing were to be permitted on each 160-acre parcel, there would be large, negative impacts to wildlife. Horses can overgraze areas resulting in largely barren pastures when maintained at high densities. This acts to largely destroy wildlife habitat. In addition, horses at high densities would trample much of the shrubs present in many parcels. This could significantly reduce elk calving habitat on the Ranch. Big game habitat on the Ranch could be severely impacted by significant horse grazing. Development of a common equestrian center and grazing ground should be considered. This would act to greatly reduce the impacts to wildlife. The conservation easement should be written to prohibit horse grazing on the undeveloped area of each parcel. Horses could also be stabled within the 10-acre area of development with minimal additional impacts to wildlife habitat.

Hunting

As mentioned above, population demographics of the elk herd is limited. However, UDWR is concerned that development of the Ranch could exclude hunting (Pederson 1997). This would reduce the State's ability to decrease and maintain the elk herd. Hunting is an effective management tool for controlling population numbers and, consequently, grazing pressure by elk. Elk can and do have dramatic effects on vegetation. No where is this more evident than in Yellowstone National Park, where large numbers of elk have virtually eliminated aspen and willows from certain areas. However, the problem is evident in Utah as well, as increasing elk

herds have prevented aspen regeneration in the Willow Creek drainage just south of Strawberry Reservoir (Beck 1996). The increasing elk herd using the regional area is also contributing to isolated areas of overgrazing, especially on USFS lands to the east of the property (Riddle 1997). Thus, properly managing resources requires managing livestock and elk numbers, and their distribution. Currently, the wintering elk population of the Current Creek elk herd is well above the objective winter population (UDWR 1996). The UDWR would like to reduce the size of the elk herd through hunting (Pederson 1997), which has been a traditional activity on the Ranch (Fitzgerald and Fitzgerald 1997).

As development on the Ranch progresses through various stages, guided hunting will become more necessary from a safety and security perspective. Additionally, future homeowners may eventually wish to eliminate hunting on the Ranch. This latter point was expressed by UDWR as a situation, which could hinder their efforts to control population size. Also, development of a comprehensive hunting program will require coordination with UDWR and other landowner's in the area. Thus, the Ranch should consider establishing hunting as a management tool and recreational activity that would remain in perpetuity on the Ranch. This can be accomplished in several ways. First, hunting could be placed in the developments covenants, codes, and regulations (CC&R). However, UDWR has already expressed concerns that CC&R can be changed. Second, the Ranch could enter into a memorandum of understanding (MOU) with UDWR, which would require the future homeowners association and UDWR to jointly consider and agree upon any changes in hunting policies. Finally, the Ranch could place conservation easements on the property that are not within building envelopes, such that hunting would be allowed in perpetuity as a condition of the easement. Ideally, to insure the establishment and continuance of a quality hunting program, the Ranch would proceed with all three alternatives.

Predator Management Implications

The current predator control activities by USDA Wildlife Services are conducted under agreement with the landowner or lessee (Bodenchuk 1997). Through the CC&R, an agreement could be established with the USDA Wildlife Services to control predation problems on the Ranch, so the potential impact of increased predators would be minimized rather than exacerbated by the development.

Domestic Pets

Potential increases in the population of domestic pets as a result of the development is a concern to UDWR. Loose dogs can chase deer and elk and negatively impact winter survival, especially when energy reserves are low. (Pederson 1997) In addition, household dogs and cats have been shown to kill ringtails, a Utah state sensitive species. Household cats can be a major source of mortality for birds if allowed to roam. Pets actively restricted to the 10-acre developable parcel would minimize the impacts of pets on wildlife.

Sensitive Species Impacts

- *Swainson's hawk.* Swainson's hawks are not likely to be adversely affected by the proposed development as no significant change in habitat types used by Swainson's hawk are expected.
- *Northern goshawk.* Northern goshawks could be negatively affected by building construction within areas of suitable nesting habitat during the nesting period. Ten-acre development parcels should avoid goshawk habitat. In areas where potential goshawk habitat is questioned, site-specific surveys of the area should be completed by a qualified individual recommended by the Architectural/Technical Committee prior to construction.
- *Three-toed woodpecker.* There are no impacts of the development on three-toed woodpeckers since there are no areas of suitable habitat.
- *Lewis' woodpecker.* Although significant potential habitat exists for Lewis' woodpecker, development at the interface between Gambel's Oak stands and either Aspen or Conifer stands should be minimized to reduce potential impacts to Lewis'.
- *Williamson's sapsucker.* The limited areas of suitable aspen habitat should be protected to reduce any impacts to the Williamson's sapsucker.
- *Sage grouse.* There is an abundance of preferred sagebrush habitat, but there is an absence of known leks in the area. Therefore, the proposed development would have no significant affect on the sage grouse.
- *Bald eagle.* There are no nesting or winter roosting sites, therefore the proposed development would have no impact on the threatened bald eagle.
- *Northern flying squirrel.* It is unlikely that the development would significantly impact flying squirrel habitats given the dispersed nature of potential areas of disturbance.
- *Ringtail.* The proposed development could negatively affect ringtail survival, as domestic dogs and cats have been shown to kill ringtails (Fitzgerald et al. 1994).
- *Townsend's big-eared bat.* Since no caves, mines, or other suitable roosting environments for the Townsend's big-eared bat were identified, the proposed development would have no impact on this species.
- *Western red bat.* If riparian zones remain undeveloped through conservation easements, there would be no significant impacts predicted for the western red bat, if it inhabits the area.

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- *Spotted bat*. Due to the limited sandstone or limestone cliffs on the Ranch, it is unlikely that the bat occurs.
 - *Milk snake*. The proposed development is unlikely to impact the milk snake given the low density development and the low traffic flows proposed.
 - *Mountain kingsnake*. It does not appear that the development would impact the mountain kingsnake given the low density development proposed.
 - *Boreal toad*. If riparian zones are protected with a conservation easement, no large impacts to the boreal toad would result from the proposed development.
 - *Spotted frog*. If the riparian zones are protected with a conservation easement, no large impacts to the spotted frog would be likely to result from the development.

Management Suggestions

Given that development will occur in this area, specific management restrictions and suggestions need to be implemented to provide for the protection of wildlife and their habitat. Suggestions for such restrictions and management actions include:

1. *Limited Season of Construction* - Construction activity (e.g., development of buildings, homes, roads, and driveways) should not occur within the elk calving habitat (Appendix A; Map 5) nor during the elk calving season (i.e., May 1-June 30).
2. *Limited Access* - Areas on the east side of the property with elk calving habitat (Appendix A; Map 5) should have restricted access such that only homeowners with property in the area be allowed access. Recreational trails through elk calving habitat should be closed during the elk calving season.
3. *Location of Building Envelopes* - Driveways and building envelopes should avoid critical elk calving habitat or potential goshawk nesting habitat (Appendix A; Maps 5 and 6). Building envelopes placed near elk calving habitats should maintain vegetation screens between the home site and the calving area.
4. *Horse grazing* - Horse grazing should be confined to the 10-acre Area of Disturbance.
5. *Riparian Wildlife Habitat* - Roads and trails should skirt riparian zones rather than penetrate them and a buffer zone should be established around all riparian zones prohibiting fencing, horse grazing, and development (Appendix A; Map 5).

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6. *Migratory corridors for seasonal elk and deer movements* - In order to maintain the migratory corridors (Appendix A; Map 5), all fencing should be kept to a minimum and the Areas of Disturbance should be located so as to minimize impacts to wildlife corridors. Deer and elk migration patterns should be monitored to identify populations and migration routes.
 7. *Winter Range* - The limited winter range available for deer and elk (Appendix A; Map 5) should be preserved by prohibiting development in these areas.
 8. *Conservation easement* - Conservation easement should be written to integrate a multi-species and multi-use approach to landscape management.
 9. *Pets* - Domestic pets should be actively restrained from leaving the 10-acre developed parcel to minimize wildlife mortality.
 10. *Fencing* - In areas within migration corridors or elk calving habitat, only the 10-acre Area of Disturbance should be fenced.
 11. *Road construction* - New road construction should be minimized in areas with goshawk nesting or elk calving habitat (Appendix A; Maps 5 and 6). The 10-acre Area of Disturbance should be placed as near as possible to the road to minimize additional habitat disturbance from driveway construction.

Since biological surveys for big game, predators, and sensitive species were unable to be completed due to the time of year and the scope of work, Pioneer suggests the Ranch have the baseline biological surveys completed in the future. Due to the conceptual nature of this report and the coarse nature of the data used, sensitive areas may alter slightly from what is presented. With respect to wildlife, additional surveys should concentrate on locating nesting and breeding grounds for the sensitive and game species addressed in this report. Surveys should be conducted by qualified biologists using the proper survey protocols. In addition, data on deer, elk, and moose migration patterns and elk calving locations should be collected so the development can minimize negative impacts.

In order to assist in the development of Lots, Pioneer prepared a constraints map (Appendix A; Map 7). The constraints map shows areas where construction should be avoided due to elk calving habitat, riparian and wetland areas (including a 100 foot buffer on each side), and steepness of slope (>30 percent). The reader is cautioned that other sensitive resources should also be considered by the homeowners association such as goshawk and sage grouse habitat (Appendix A; Map 6) and big game migration corridors (Appendix A; Map 5). Fencing should be avoided to the maximum extent possible within the big game corridors.

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Due to the high quality wildlife habitat, mitigating disturbances to wildlife should be a high priority for the Ranch. Implementation of the management guidelines presented throughout the resource analysis, including the BMPs in Appendix D, should provide for the continued presence of wildlife and their habitat on the Ranch. In doing so, future homeowners would have the opportunity of enjoying this precious resource.

FISHERIES

For the purpose of this management plan, fisheries resources are defined as both the physical habitat and forage (i.e. macroinvertebrates) which support native and introduced fisheries stocks. Because a healthy, sustainable fishery is based largely on habitat maintenance, the protection of instream flows and channel integrity will be a focus of the management plan. Where necessary and possible, stream restoration techniques are discussed in terms of relative merits and ease of implementation. These techniques will be based largely on concepts developed and utilized by David Rosgen in stream classifications and restorations throughout the east and west (Rosgen 1996).

Historical and Current Conditions

Aquatic resources in the Ranch area largely consist of ephemeral and intermittent streams, interspersed with stock ponds and/or beaver dams. The top of the drainages are characterized by wide shallow, sagebrush dominated depressions. These run into steeper canyons dominated by aspen, spruce-fir, gambel's oak, or maple (See Appendix E). Most of the dry stream channels have stock ponds interspersed along their length. During much of the summer these stock ponds are either dry or consist of stagnant standing water. During a site visit on September 24, 1997, only three perennial streams were observed running in the project area. These are designated as S1, S2, and S3 on Aquatic Resources map (See Appendix A; Map 1). Of these, only S1 was confirmed to support a fishery. A complete description of each of these streams is given below.

S1

S1 is a second order stream originating near the center "divide" of the subject property and draining to the southwest. At its headwaters, S1 would probably be classified as an A4 stream type. This stream type is characterized by a steep (4 to 10 percent slope), deeply entrenched, confined channel in coarse depositional materials. Width to depth ratios are lower than 12 and sinuosity lower than 1.2. The A4 channel materials are typically unconsolidated, heterogenous, noncohesive materials dominated by gravel, but also containing small amounts of boulders, cobble, and sand. An A4 channel is often of a step/pool nature with occasional coarse woody debris dams which accumulate sediment behind them. A4 stream types typically have high sediment transport rates and are unstable, with steep rejuvenated banks which contribute large quantities of sediment (Rosgen 1996). In contrast to this, the upstream portion of S1 (before it

meets the road coming from the southwest corner of the property), has streambanks which appear to have excellent stability, with greater than 90 percent vegetation cover on both lower and upper banks. Coarse woody debris is present in the stream in the form of deadfall, and beaver dams. The presence of an old stream channel with dried up abandoned beaver dams adjacent to the current channel indicates that beaver dams have caused some channel shifting (See Appendix E).

Bank degradation in the downstream portions of S1 has been substantially increased due to the road from the southwest entrance to the property which parallels the stream to the edge of the project area (See Appendix A; Map 1). In many locations the road is located within a few feet of the stream with the consequence that a large amount of sediment from the road is delivered to the stream during wet periods. Additionally, the road's shoulder has begun to exhibit mass wasting in many locations which has resulted in subsequent streambank instability (See Appendix E). As a consequence, habitat quality in S1 is much better in the relatively pristine upstream reaches.

Several small brook trout (*Salvelinus fontinalis*) were observed in pools in the upstream reaches of S1. However, because of their small size, it is doubtful that this stream would provide a substantial fishery resource, although some anglers may utilize the associated beaver ponds located along its upper reaches.

S2

S2 is located on the northern edge of the subject property and runs northwest (See Appendix A; Map 1). It would probably be best characterized as a B4 stream type although some reaches might be closer to A4 types. B4 stream types are moderately entrenched streams with gradients from 2 to 4 percent, and channels with a width to depth ratio greater than 12 and sinuosity greater than 1.2. Landforms on which B4 stream types develop are usually gentle to rolling slopes in relatively narrow, colluvial or structurally controlled valleys. Channel bed material are dominated by gravel with some boulder, cobble, and sand. B4 stream types are usually relatively stable and are not high sediment supply channels. Coarse woody debris is an important fishery habitat component in this type of stream (Rosgen 1996). Like S1, S2 has coarse woody debris in the form of deadfall and beaver ponds interspersed along its length (See Appendix E). Although no trout were observed during the site visit, several surface disturbances observed in the largest beaver pond on the stream indicate that there are probably fish inhabiting the stream. As with S1, stream size and flow would limit the value of the fishery to an angler. S2 appears to have moderate to excellent bank stability. A road constructed upslope of the stream probably contributes some sediment to the stream channel during the spring, however, in general the stream appears to be relatively undisturbed.

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S3

Because of slope, sinuosity, and substrate size, S3 would also probably be classified as a B4 stream type. The S3 stream channel had enough water to support several large wetlands along its length. Two of these wetlands had been heavily impacted by the development/reconstruction of large stockponds. Flows in the stream appear too small to support a fishery, although the stock ponds being constructed along it are large enough to use as "put-and-take" fisheries for residents. Limitations to the amount of fish these stock ponds could produce would largely be dependent upon the amount and timing of flow to the ponds.

Intermittent stream channels

Most intermittent stream channels in the project area showed evidence of sedimentation and erosion at road crossings (See Appendix E). Although these channels do not support fisheries, they do contribute to perennial streams which do support them. Accordingly, sedimentation in these channels should be minimized whenever possible.

Both perennial and intermittent stream channels show some evidence of impacts due to livestock activity around them. Typically, this activity seems to be confined to stock ponds along the channels as these ponds are the most reliable water sources. However, it is evident that livestock move freely throughout the lengths of most of the channels. Livestock impacts were typically manifested through a trampling of riparian vegetation, with resultant bank degradation.

Effects of Development and Management Plan

Because of the lack of specific information about this proposal, potential impacts are discussed in general terms to take into account any potential developments. Impacts to all three streams would be identical, therefore they are qualitatively discussed together. As in most development scenarios, these impacts would largely be confined to various forms of erosion with attendant stream sedimentation. The erosion would be the result of vegetation clearing and soil disturbance associated with the construction of bridges, road crossings, buildings, and ponds. Overgrazing by livestock and horses can also have a substantial impact on vegetation with attendant increases in erosion.

Impacts due to the construction of bridges could include a long-term loss of habitat if bridge pilings are driven, a short-term disturbance of habitat due to the operation of heavy equipment in the river, and increases in sedimentation due to bank excavation for the placement of bridge footings. Crossings of intermittent channels by existing or proposed roads could result in degradation of streambanks and disturbances to substrate, both of which would contribute to sedimentation and erosion when the stream is running. Increases in stream sedimentation would lead to greater channel aggradation with subsequent decreases in channel stability.

Because of the high number of small steep drainages in the project area, overgrazing on any of the property parcels would likely result in increased sediment delivery to one or more of the intermittent or perennial stream channels in the vicinity. Because each lot owner is likely to have a different idea of how to utilize their property in terms of livestock, management of grazing over the entire watershed would be difficult. Overgrazing has been the cause of significant watershed impacts in other areas in Utah, such as Scofield Reservoir (Christofferson and Judd 1991) and, if not controlled, could result in significant water quality impacts not only to streams in the project area, but also downstream watercourses.

Ground disturbance for the construction of houses has the potential for short-term erosion and stream sedimentation if done too close to watercourses. The severity of erosion resulting from general construction would depend upon the steepness of the slope where the construction takes place, the distance from a stream channel, and the amount of vegetation coverage between the disturbance and the stream channel. Vegetation acts as a filter, capturing and holding sediment which is being transported by overland flow.

Mitigation Measures

In order to avoid and/or minimize both long-term and short-term impacts to on-site perennial streams (S1, S2, and S3), the following management practices, in addition to those outlined in the Best Management Practices in Appendix D, should be adhered to:

1. General construction of both roads and houses should be avoided during the wet season (late spring/early summer) when runoff is at its peak. Disturbed ground should be contained with sediment fences and/or erosion mats until revegetation of the disturbed area can be accomplished.
2. Construction work within 100 feet of the riparian corridor should be avoided or minimized as much as possible. For type A channels this corridor is usually defined as the bankfull width of the channel due to the steep incised nature of these streams. For B and C type channels it would include the entire floodplain, which is roughly defined by the meander corridor and the presence of riparian vegetation (e.g. willows, cottonwoods, etc.). Owners who have lots which include sections of riparian corridor should be prohibited from disturbing vegetation or soil within this 100 foot buffer zone, modifying the stream channel in any way (e.g. trying to create swimming holes or fishing pools), or creating stream diversions for watering lawns and/or gardens.
3. If possible, any bridges or construction over perennial channels should span the entire bankfull width completely with no pilings. They should be placed in such a way as to avoid the use of heavy equipment in the stream channel. If heavy equipment is required to cross the channel, an existing bridge should be utilized or a temporary bridge or culvert crossing constructed. Excavated areas around bridge footings should be stabilized as much

as possible with natural structures such as combination of boulders and/or riparian vegetation. Rip-rap should be avoided if possible since the soil underneath the rip-rap will, in many instances, continue to erode if subjected to constant flow forces. Additionally, rip-rap does not match the existing stream substrates, which are largely gravel and cobble dominated.

4. Road crossings at both perennial and intermittent stream channels should be culverted.
5. Currently, the portion of S1 which runs parallel to the road is designated as a conservation easement. In order for this to remain a conservation easement, the streambank degradation resulting from the road erosion should be repaired. Where existing roads parallel streams, both streambanks and road shoulders should be "hardened" with boulders and/or cobble to prevent further degradation of roads and stream channels.
6. Livestock access to riparian areas should be limited as much as possible to minimize potential damage to riparian vegetation and streambanks. Additionally, the use of individual lots for livestock grazing should be closely monitored and regulated to insure that it is not causing undue vegetation and/or soil disturbance.
7. In areas of pond construction and/or development, impacts to wetlands and increased sedimentation risk often occurs. The construction of large ponds on S3 has already impacted existing wetlands, as well as creating a substantial sedimentation risk. Although acute short-term sediment impacts to the stream channel are probably inevitable, chronic long-term impacts could be avoided by the installation of sediment fences below the construction area, and effective revegetation of the pond banks and dam face.

Fisheries Habitat Enhancement

Habitat enhancement on a stream can be a risky proposition. When used indiscriminately without concern for stream channel type, enhancement structures can cause bank instability, with attendant erosion and sedimentation. In order to eliminate the risk of utilizing inappropriate habitat structures on specific stream channels, Rosgen (1996) has evaluated case histories to determine the relative effectiveness of habitat structures as applied to different systems. The results of these evaluations were used by this plan for making recommendations for habitat enhancement. It should be noted that, since none of the streams support appreciable sport fisheries, the installation of habitat enhancing structures would probably not be worth the effort.

S1

The upper portion of S1 has good habitat, and the owners would probably do best to leave it as is. It is unlikely to ever provide an angler resource, however, aesthetically it is an attractive stream. A4 stream types like S1 typically do not respond well to habitat modification. Usually,

the best that can be done is to provide additional cover in the form of coarse woody debris. This can take the form of bank placed root wads or log spurs. The best habitat enhancement strategy would probably be to leave the upper portion of the stream alone, and eliminate bank degradation on the lower end through the mitigation measures previously described.

S2

B4 stream channels provide more options for habitat enhancement, although in the case of S2, it's small size and subsequent inadequacy as a sport fishery resource indicate that habitat enhancement would likely be counterproductive. Those habitat structures which do work well in B4 channels include low stage check dams, channel constrictors, and bank cover. Other options are random boulder placement, and single- and double-wing deflectors (Rosgen 1996). These latter enhancements, however, would probably not be especially useful on S2 due to the small size of the stream.

S3 and Constructed Ponds

Although S3 did not appear to support a fishery, it is possible that the large stock ponds being constructed on it may someday be used for sport fishing. Like many small impoundments, the success of a fishery in the S3 ponds is likely to be tied more to water quality limitations than competition and/or predation by non-game fish species or birds. The success of a put-grow-take fishery is dependent upon the survivability of stocked fingerlings. If the fingerlings do not survive long enough to grow to harvestable size, the fishery will decline. Nutrient inputs to the ponds are likely to generate late summer blooms of blue-green algae if adequate water supply is not available to insure sufficient flushing. Blue-green algae tends to outcompete other phytoplankton in phosphorus loaded systems and, in many cases, represents the dominant primary producer. Because it is inedible to most zooplankton, the overabundance of blue-green algae results in a drop in zooplankton densities and causes corresponding ripple effects through the food chain. The ultimate result is a reduction in forage for game fish. Respiration of the profuse algae often results in decreases in dissolved oxygen. Additionally, enriched bottom sediments increase bacterial activity, causing deep water oxygen depletion after summer stratification (layering of water due to temperature differences). This effect, combined with the algal respiration, can cause drops in dissolved oxygen concentrations in the reservoir in late-summer and/or winter.

The most efficient way to maximize the quality and productivity of the ponds' fishery is to address these problems of nutrient input and poor flushing. Management strategies to accomplish this include:

1. Stabilize the streambanks of pond tributaries.
2. Revegetate and otherwise stabilize those pond banks still exposed at maximum capacity.
3. Limit livestock use in the general area around the ponds.
4. Allow adequate flushing of the ponds to prevent eutrophication.

SUMMARY

In a proactive effort to assist the homeowners in the development process with Wasatch County and to develop resource management guidelines for the Wolf Creek Homeowners Association, Heber Ranches secured the services of Pioneer through EWP to evaluate their proposed development of the Ranch. This report documents the results of Pioneer's evaluation. It provides a conceptual analysis of the biological resources present, the potential effects of the proposed development, and management guidelines that could prevent or mitigate such effects.

Livestock grazing should continue to be managed using the current grazing system, which takes into account forage resources for sheep and wildlife. Successful management of livestock will depend on development of a range monitoring program, which adjusts stocking rates with fluctuations in forage production, and maintaining the proper distribution of livestock. Fencing should be confined to the 10-acre Area of Disturbance within a Lot to allow beneficial grazing practices to occur. Special concern should be given to livestock use of riparian areas and wetlands through appropriate grazing management practices and timely monitoring to prevent their degradation.

The proposed development will result in changes to the biological component of the Ranch. However, if the guidelines presented in this report are implemented, adverse changes can be minimized, and rangelands and fish and wildlife habitat may actually improve. Fencing in migration corridors should be minimized and prohibited in key wildlife habitat areas (e.g., elk calving habitat, deer and elk winter range, and etc.) and ecologically sensitive areas (e.g., streams, riparian zones, wetlands, and etc.). Fencing beyond the 10-acre Area of Disturbance within a Lot would interrupt wildlife migration if it is located within migration corridors. The key to implementing the development is to minimize disturbance to the resources both spatially and temporally during the construction phases, and to properly manage the Ranch after its completion. Construction activities and human disturbance of elk and their calving habitat should be prevented or minimized during May 1 through June 30. The proposed main road system should follow existing roads as much as possible, especially when they occur in potential goshawk nesting and elk calving habitats. Additionally, roads should be planned so as to minimize impacts to wetlands and riparian areas. The BMP's should be used during development to minimize or mitigate potential impacts to streams, and terrestrial habitats. All proposed improvements (Appendix B; page 3) on a Lot and within the Subdivision should pay particular attention to the constraints map (Appendix A; Map 7) to avoid impacts to wildlife resources.

The aquatic resources appear to be relatively healthy with only isolated areas of erosion. The streams are too small to support development of a sport fishery.

206518 BK 395 PG 6

Pioneer recommends that the Wolf Creek Homeowners Association conduct baseline resource inventories and develop a detailed resource management plan for the Ranch. These surveys would be necessary to coordinate resource management with specific development goals and objectives.

00206518 Blk 00395 Pg 00117

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