

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

WHEN RECORDED RETURN TO:
Deer Crest Associates I, L.C.
Attention: David M. Luber
P.O. Box 8888
Park City, UT 84060

00209783 Bk 00408 Pg 00456-00462
WASATCH CO RECORDER-ELIZABETH N PARCELL
1998 DEC 23 15:15 PM FEE \$24.00 BY MMH
REQUEST: COALITION TITLE

**SUPPLEMENTAL MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DEER CREST**

**JORDANELLE VILLAGE MASTER PARCEL PLAT
WASATCH COUNTY, UTAH**

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DEER CREST is made as of this 17th day of
December, 1998, by DEER CREST ASSOCIATES I, L.C., a Utah limited liability
company, referred to below as "Declarant."

RECITALS:

A. Deer Crest Associates I, L.C. is the Declarant under that certain Master
Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for
Deer Crest dated October 31, 1997 and recorded November 3, 1997 as Entry Number
198235 in Book 363 at Page 542 of the Official Records of the Wasatch County Recorder
(the "Master Declaration"). All capitalized terms contained herein shall have the
definitions set forth herein or in the Master Declaration.

B. Declarant is the owner of certain real property located in Wasatch
County, Utah, which is more particularly described in Exhibit A (the "Jordanelle Village
Property"). The Jordanelle Village Property is included within the Initial Property (as
defined in the Master Declaration).

C. Declarant intends to develop the Development Parcels 1, 2 and 3 within
the Jordanelle Village Property, as shown on the Final Plat for Jordanelle Village (the
"Plat"), as a multiple use residential and commercial project subject to the general plan of
development, and subject to certain protective covenants, conditions, restrictions and
easements set forth in the Master Declaration, as supplemented by the terms of this
Supplemental Declaration and the Plat.

D. In connection with the development of Development Parcels 1, 2 and 3,
Declarant intends to preserve as open space the Open Space Parcel identified on the Plat
subject to certain protective covenants, conditions, restrictions and easements set forth in

the Master Declaration, as supplemented by the terms of this Supplemental Declaration, and the Plat.

E. The protective covenants, conditions, restrictions and easements set forth in the Master Declaration, as supplemented by the terms of this Supplemental Declaration, and the easements and restrictions on the Plat are deemed to be covenants running with the land mutually burdening and benefiting the Jordanelle Village Property and the other land which has been or may be made subject to the terms of the Master Declaration.

SUPPLEMENTAL DECLARATION:

DECLARANT HEREBY DECLARES that the Jordanelle Village Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions, easements and equitable servitudes set forth in the Master Declaration, the terms of which Declaration are deemed incorporated herein by this reference, as supplemented by the terms of this Supplemental Declaration. The covenants, conditions, restrictions and easements of the Master Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Jordanelle Village Property, and shall inure to the benefit of all other properties made subject to the terms of the Master Declaration. The covenants, conditions, restrictions and easements of the Master Declaration, as supplemented by this Supplemental Declaration, shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner to the extent provided in the Master Declaration.

DECLARANT FURTHER DECLARES that the Jordanelle Village Property shall be subject to the following covenants, conditions, restrictions and easements in addition to those specified in the Master Declaration and the Plat:

1. Open Space. The Open Space Parcel shown on the Plat is to be preserved as open space pursuant to the terms of an Open Space Agreement executed by Declarant contemporaneously with this Supplemental Declaration. The Open Space Agreement preserves right of access and use for recreational and maintenance purposes, including the right to construct and maintain recreational and related structures in favor of the Deer Crest Master Association and the operator of certain ski facilities to be located within the Open Space Parcel and preserves certain construction and maintenance rights in favor of the Declarant.

2. Public Ski Access. The public shall have the right to use those ski facilities, ski runs, and ski trails within the Deer Crest Development shown as "public" on Exhibit B, which shall be operated by Deer Valley Ski Resort Company or any successor in the operation of ski facilities in Deer Valley Resort, or any other commercial operator of any ski area which is later created and adjoins the Deer Crest project. Certain ski trails which are marked on Exhibit B as "private" shall be for private use of homeowner's

and guests to access their residences. All such private trails shall be marked as "private" on the entrance to such ski trail. Deer Valley or any such successor operator of the Deer Crest ski facilities may charge a fee for access to and use of public ski facilities, ski runs and ski trails and may establish rules and regulations limiting such access and use provided such fees, access and use shall be consistent with rules, regulations and fees for a public ski area are applied equally to all skiers using the facilities of both ski areas. The preceding provisions relating to public access shall be applicable for so long as the ski facilities, ski runs and ski trails in Deer Valley Resort (under that name or any other name) are operated by a commercial ski operator or there is any other commercial ski area adjoining the Deer Crest project. In the event that Deer Valley Resort or any successor operation closes or becomes a private ski resort, and there is no other adjoining commercial ski area, then, only in that event the Deer Crest Master Association shall have the right to close the ski facilities, ski runs and ski trails to the general public and operate the ski facilities, ski runs and ski trails as private facilities, runs and trails in accordance with the provisions of the Amended Density Determination. At such time as Deer Valley Resort reopens to the public (as Deer Valley Resort or under any other name), or any other adjoining property commences commercial ski operations, Deer Crest facilities will also be reopened to the general public..

3. Neighborhood Association. The developer of the Jordanelle Village Development Parcel shall form a Neighborhood Association and record a Neighborhood Declaration of Covenants, Conditions and Restrictions. The form of the Neighborhood Declaration, and any subsequent amendments to the Neighborhood Declaration other than those relating to the construction or maintenance of improvements not affecting Common Elements under the control of the Master Association or the internal operations of the Neighborhood Association, shall be subject to the prior written approval of the Declarant and the Master Association. Under the Neighborhood Declaration, the Neighborhood Association shall have the general powers and responsibilities within the Jordanelle Village project and with respect to Neighborhood common elements as are reflected in Article 3 of the Master Declaration. Notwithstanding the foregoing sentence, the Deer Crest Master Association shall retain responsibility for the maintenance of the Deer Hollow Road segment located within any Jordanelle Village Development Parcel. The Neighborhood Association shall assess Owners of Units for common expenses within the Jordanelle Village project and for the Jordanelle Village Neighborhood's applicable share of Master Association expenses, calculated as provided in the Master Declaration. Before formation of the Neighborhood Association, the Jordanelle Village Development Parcels shall be subject to assessments as Super Pad Parcels as provided in the Master Declaration.

4. Easements. Declarant hereby reserves in favor of Declarant and the Master Association those easements reflected in Article 4 of the Master Declaration over all portions of the Jordanelle Village Property that are not within buildings ultimately constructed on the Jordanelle Village Property.

5. Drainage and Water Quality Structures. The development of the Jordanelle Village Parcel and the construction of improvements thereon shall be accomplished so as to provide onsite water detention, erosion control and water quality structures to the extent necessary to comply with the requirements of Wasatch County, any other applicable government entity, Declarant and the Master Association. The Neighborhood Association shall maintain all such water detention, erosion control and water quality structures. The Master Association shall have the right to inspect and enforce the obligations of the Neighborhood Association under this paragraph.

6. Effect of Provisions of the Master Declaration. In the event any portion of the Jordanelle Village Property is owned by an entity other than Declarant prior to the recordation of a record of survey map and the creation of Units on the Jordanelle Village Property, the owner of the Jordanelle Village Property shall be deemed to be an "Owner" and the Jordanelle Village Property shall be deemed to be a "Lot" for the purposes of the rights and obligations in Articles 5, 6 and 7 of the Master Declaration. All improvements proposed to be constructed on the Jordanelle Village Property shall be subject to design review pursuant to the provisions of the Master Declaration.

7. Affordable Housing. The Owner of the Jordanelle Village development parcels must comply with one or a combination of the following alternatives in providing affordable housing by reason of the approval of the Deer Crest project:

(1) The development parcels shown on the Jordanelle Village master plat are approved for the construction of 51 affordable housing units in addition to the other residential units and commercial square footages allowed in the Jordanelle Village. These units may be located anywhere within the development parcels shown on the plat, including above commercial units. These units must comply with the Wasatch County Affordable Housing Plan and the rules and regulations promulgated to implement the Plan. The agreement of the owner of these parcels to locate and construct at least 26 affordable housing units within the development parcels shown on the Plat will be a precondition to any further development approvals relating to the development parcels shown on the plat.

(2) For the balance of the affordable housing requirement not built in the Jordanelle Village as required in point (1) above, the owner of the parcels may build up to an additional 25 units of up to an average of 1800 square feet in the Jordanelle Village, and may sell each unit at market prices to be set by the owner. In consideration for this option, the owner will pay to Wasatch County a per unit fee of \$40,000 in lieu of the obligation to construct affordable housing units and thereby meet the affordable housing requirement specified above in this paragraph; or

(3) For the balance of the affordable housing requirement not built in the Jordanelle Village as required in point 1 above, the owner of the parcels may construct up to 25 affordable housing units elsewhere in the Jordanelle Basin. Affordable Housing shall comply with the Wasatch County Affordable Housing Plan, and the rules and

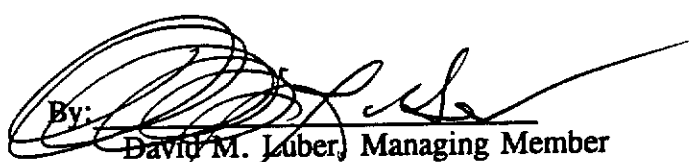
regulations promulgated to implement that Plan to the extent not inconsistent with this paragraph 7.

8. Additional Land. Declarant reserves the right to add parcels of land to the Jordanelle Village and to subject the additional land to the terms of this Supplemental Declaration by recording a second supplemental declaration conveying that additional land.

THIS SUPPLEMENTAL DECLARATION was executed as of the date stated above.

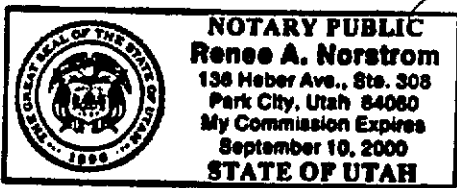
Deer Crest Associates I, L.C., a Utah limited liability company

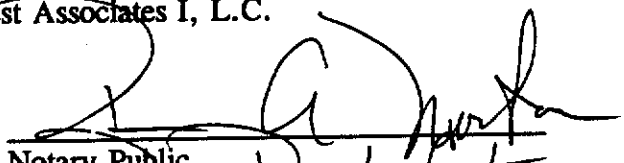
By: LCC Properties Group, L.C., a Utah limited liability company, its managing member.

By: 
David M. Luber, Managing Member

State of Utah)
County of Summit) :ss

The foregoing instrument was acknowledged before me on the 17th day of December 1998, by David M. Luber, Managing Member of LCC Properties Group, L.C., the Managing Member of Deer Crest Associates I, L.C.




Notary Public
Residing at: Park City

Commission Expires: 9/10/2000

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JORDANELLE VILLAGES DESCRIPTION

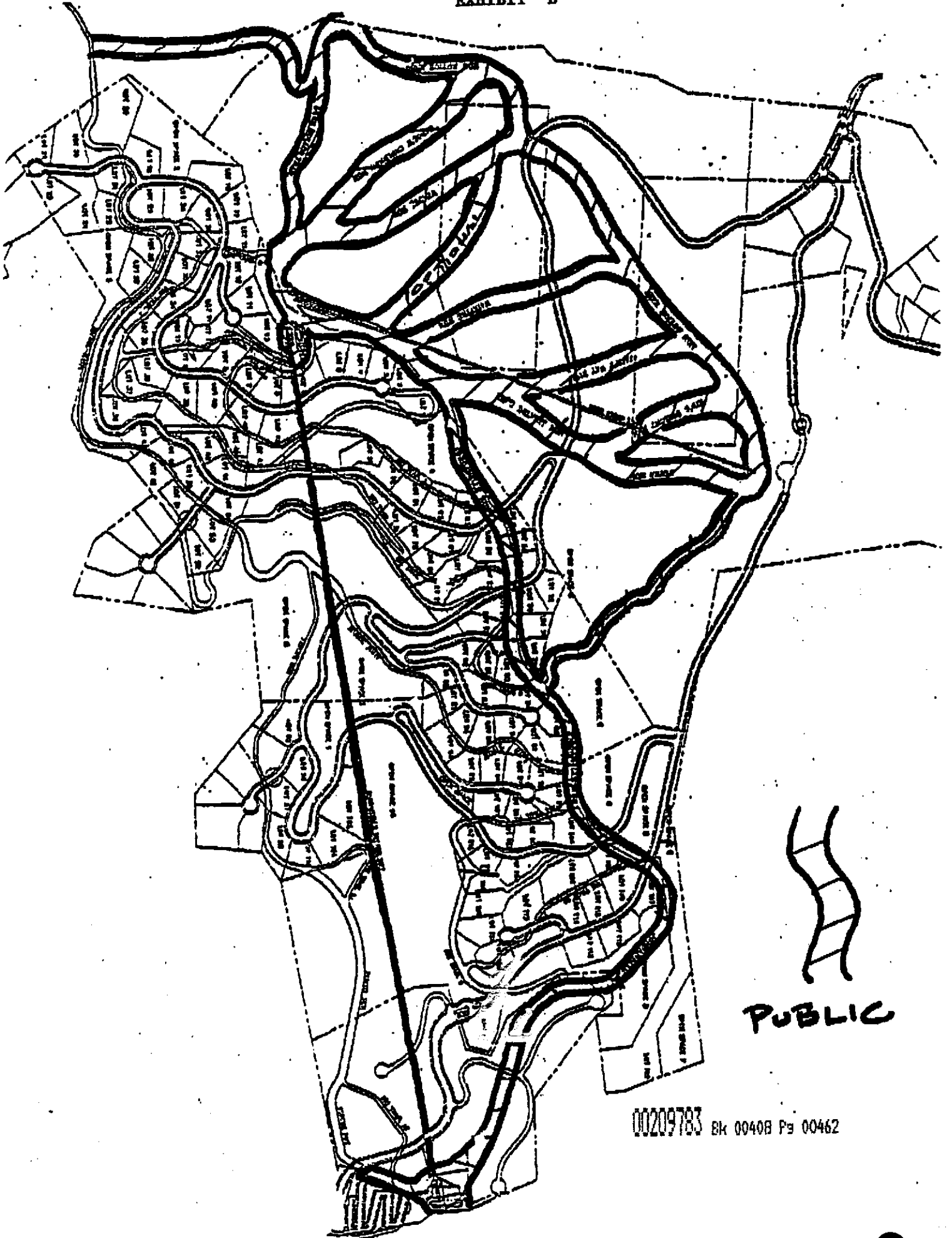
A parcel of land located in the Southeast Quarter of Section 14, the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a Boundary Corner of Deer Crest Estates Subdivision Phase II, said point being North 89°19'56" West along the Section Line 650.56' feet and North 160.75' feet from the Northeast Corner of said Section 23 (Basis of bearing being North 89°19'56" West 5246.36' feet between said Northeast Corner and the Northwest Corner of said Section 23); thence South 50°41'13" East 616.08' feet along the Easterly line of the Kruger No. 3 Mining Claim (MS 5161); thence North 89°45'21" East 170.82' feet along the North Line of the Old Missouri Mining Claim (MS 5161) to a U.D.O.T. Right of Way Brass Cap; thence along the Right of Way Line of US Highway 40 the following four (4) courses: thence 1) continueing along said North line of the Old Missouri Mining Claim North 89°45'21" East 318.28' feet to a U.D.O.T. Right of Way Brass Cap; thence 2) South 20°25'42" East 435.97' feet to a U.D.O.T. Right of Way Brass Cap; thence 3) South 01°51'02" East 213.75' feet to a U.D.O.T. Right of Way Brass Cap; thence 4) South 34°17'35" East 97.77' feet; thence South 07°10'00" East 414.78' feet; thence South 80°45'00" West 171.27' feet to the Northeasterly line of U.D.O.T. Frontage Road known as "L" line project NF-19; thence along said frontage road the following three (3) courses: thence 1) North 71°05'06" West 225.88' feet to a U.D.O.T. Right of Way Brass Cap; thence 2) South 18°54'54" West 100.00' feet; thence 3) South 71°05'06" East 39.10' feet to a U.D.O.T. Right of Way Brass Cap; thence South 80°45'00" West 421.90' feet; thence South 80°20'00" West 594.60' feet to the Southeast Corner of said Deer Crest Estates Subdivision Phase II; thence along the Easterly and Northerly Boundary of said Deer Crest Estates Subdivision Phase II the following nine (9) courses: thence 1) North 01°15'49" East 760.49' feet; thence 2) North 13°18'07" East 60.00' feet; thence 3) North 58°24'43" East 172.47' feet; thence 4) South 73°23'29" East 99.29' feet; thence 5) North 21°45'53" East 212.76' feet; thence 6) North 42°19'29" West 573.69' feet; thence 7) North 00°09'19" East 352.16' feet; thence 8) North 64°47'01" East 127.27' feet; thence 9) South 20°57'16" East 189.32' feet to the point of beginning.

Together with all ingress/egress and utility easements as depicted or described hereon.
Containing 1,604,832 sq. ft. or 36.84 acres more or less.

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EXHIBIT "B"




PUBLIC

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