

**MAINTENANCE AGREEMENT  
(WOLF CREEK RANCH PLAT 2B)**

00223017 BK 00457 Pg 00458-00485  
WASATCH CO RECORDER-ELIZABETH M PARCELL  
2000 APR 03 15:16 PM FEE \$102.00 BY MMH  
REQUEST: HEBER RANCHES LLC

THIS MAINTENANCE AGREEMENT (this "Agreement") is executed this 17<sup>th</sup> day of Feb., 2000 by and among 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 "Developer"), WOLF CREEK RANCH HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (referred to herein as the "Association"), and WASATCH COUNTY, herein referred to as the "County."

WHEREAS the Developer owns certain real property in the unincorporated area of the County, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, which real property is also described in documents relating to a residential subdivision to be known as Wolf Creek Ranch, Plat 2B, certain of which documents shall be recorded in the office of the Recorder of Wasatch County, Utah; and

WHEREAS the Developer is desirous of establishing on said real property a residential subdivision development (herein referred to as the "development") in conformity with the ordinances of the County, and also intends to provide for the benefit of subsequent owners of parcels within the development certain, streets and other common facilities to be owned, maintained and operated by the Association; and

WHEREAS it is necessary and proper in connection with said development that an agreement be entered into among the Developer, the Association and the County for the purpose of guaranteeing the integrity, proper management and upkeep of the development and the furnishing of necessary services to subsequent owners of parcels within the development, and for the further purpose of assuring that existing taxpayers are not burdened with the expenses of providing new residents with capital improvements and needed or desired services not common to the entire county or provided on a county-wide basis.

NOW, THEREFORE, in consideration of the necessary approvals, consents and authorizations to be given by the County for the purpose of allowing the Developer and the Association to establish and operate said development, and for the purpose of complying with the ordinances of the County, the Developer and the Association covenant and agree with the County, as hereinafter set forth.

Wherever in this agreement the County is referred to, it is understood that the reference is to the appropriate Board, Commission, department or person to whom authority shall have been delegated by law or ordinance or appropriate action of the Board of County Commissioners; and where no such delegation has been or can lawfully be made, the reference is to the Board of County Commissioners.

1. The County shall have no obligation to construct or provide capital improvements or extended services for said development which are not common to the entire county and which are not provided on a county-wide basis. The County shall have the right, however, to enter

upon the premises of the development for inspection and for enforcement of all applicable laws, ordinances, covenants, conditions, restrictions, management policies and agreements relating to the development, the operation of the development, the construction of improvements within the development and their maintenance within the development, and the furnishing of all necessary services for the development.

2. The Developer agrees to construct and provide at its expense the following improvements for said development:

- (a) Common areas as shown on the approved subdivision plat for the development.
- (b) All roadways within the development as shown on the approved subdivision plat for the development, with necessary appurtenances, to equal or exceed County standards.
- (c) All other facilities and services as shown on the subdivision plat for Wolf Creek Ranch, Plat 2B, which is recorded in the office of the Recorder of Wasatch County, Utah.

The Developer agrees that all construction in the development shall conform to the plans of said development and the documentation submitted to and approved by the County, and also to the requirements of all applicable laws, ordinances, rules and regulations promulgated by governmental authorities having jurisdiction thereof.

Upon approval of the development by the County, and prior to the conveyance, sale or disposition by the Developer of any land or interest in land within the development, the Developer shall either complete all required improvements for the development or else furnish a corporate surety bond or other security satisfactory to the County, in an amount equal to 110% of the estimated cost of constructing the same, to assure the proper construction and completion of such improvements. Improvements shall be commenced within 180 days after approval of the final subdivision plat of the development, and shall be completed within two years after commencement thereof, unless an extension is granted as provided by the ordinances of the County.

3. Prior to the conveyance, sale or other disposition of any parcel within the development, and before the right to possession of any parcel is transferred to any person, the Developer will convey to and transfer control of all roadways, and all other common areas or facilities to the Association, without charge or the assumption by the Association of any obligation for the cost of construction of the initial improvements within the roadways and common areas as shown on the approved subdivision plat for the development.

4. The Association will be duly incorporated as a non-profit corporation under the laws of the State of Utah in accordance with the documentation heretofore submitted to and approved by the County for such purpose.

00223017 Blk 00457 Pg 00459

5. The Association shall furnish and provide at its expense maintenance and services as follows:

- (a) All necessary maintenance for the common areas.
- (b) All necessary maintenance and improvements for roadways and their appurtenances to meet County standards and conditions.
- (c) Garbage and trash removal services that will meet County standards and conditions.
- (d) All maintenance covenants, conditions, restrictions and management policies set forth in the documents submitted to the County in connection with approval of the development.
- (e) The maintenance costs associated with any and all implementation procedures of the Resource Management Plan for the areas included within the Subdivision Plat for Wolf Creek Ranch Plat 2B, which is recorded in the office of the Recorder of Wasatch County, Utah.

6. For the purpose of providing funds for the operation and maintenance of the development and the furnishing of necessary services to the occupants thereof, the Developer and the Association shall require an annual assessment to be made on each parcel, and may also provide for special assessments for capital improvements which the Association may desire to make. The annual assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment falls due. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the development, and for the improvement and maintenance of the common areas and facilities, and for the furnishing of all required services thereto. The annual assessments shall be fixed at a uniform rate for all parcels, except where it can be shown that additional services will be needed to serve one or more parcels as a matter of equity, and shall be collected on an annual basis unless the Association determines to require collection on a quarterly, monthly or other periodic basis. The annual assessment for the first calendar year shall be Four Thousand Two Hundred Dollars (\$4,200.00) per parcel, and shall be adjusted according to the number of months remaining in the calendar year. The amount of the annual assessments may be increased by the Association, but the same shall not be decreased at any time without the consent and approval of the County. The annual assessments shall commence as to all parcels on the first day of the month following conveyance of the common areas and facilities to the Association, or on the first day of the month next following the expiration of 180 days after the recording of the subdivision plat for the development in the office of the Wasatch County Recorder, whichever event first occurs. It is understood that no parcel shall be conveyed, sold or otherwise disposed of within the development nor shall the right to possession of any parcel be transferred to any person, until the common areas and facilities have been conveyed to the Association. It is further understood

that parcels owned by the Developer shall not be exempt from assessment. If assessments are not paid, the Association shall bring an action of law against the owner personally obligated to pay the same, or shall foreclose the lien against the property assessed. No owner of any parcel may waive or otherwise escape liability for the assessment by non-use of the common areas or facilities or the abandonment of his parcel, except for parcels which may be owned by the public.

7. To assure performance by the Association of its obligations hereunder, and to provide a means of paying for necessary services, maintenance and the enforcement of covenants, conditions, restrictions, management policies and agreements relating to the development should the Association default in so doing, an impound account shall be established by depositing twenty percent (20%) of the annual assessment on each parcel paid to the Association in such an account until there has been deposited in such account a sum equal to the amount resulting from multiplying the number of parcels (nine) approved for such development by \$840, which shall result in a total amount of \$7,560 deposited in the impound account. Thereafter, no funds need be deposited until funds from the account have been expended to obtain compliance with this agreement, whereupon funds from said 20% of the annual assessment shall again be deposited until the account has reached the required sum. It is the intention of this provision to require said account to be maintained at the required sum determined by the above formula. The County shall have the right to draw upon said impound account whenever a majority of the Board of County Commissioners deems it necessary to do so for the purposes of providing necessary services, maintenance or enforcement of covenants, conditions, restrictions and management policies, abating nuisances, and otherwise obtaining compliance with the terms of this agreement and the Association's obligations to the County; and expenditures may be made for professional or technical services, including reasonable attorneys' fees, required in obtaining such compliance. The discretion herein given the Board of County Commissioners to disburse funds from such account for the purposes stated shall be absolute and binding upon the parties hereto, after public hearing if one is requested by either the Developer, the Association or County. No other person or corporation shall have the right to draw against said account. The account shall be deposited with Bank of Utah who may charge a reasonable fee for servicing the same by deducting the same from the account. Payments made by the Association to the account of that portion of the annual assessments above required shall be made annually (or such other approved period as assessments are payable) within thirty days after collection by the Association. The County shall have the right to audit the Association's assessment records upon reasonable notice, for the purpose of verifying the accuracy of the amounts remitted to the account; and the Association shall have the right to audit the impound account and disbursements made therefrom upon reasonable notice. All income or interest produced by the impound account shall belong to the Association, but shall remain in and become part of the account at all times when the total amount deposited therein is less than the required sum. All income or interest to the account which may cause it to exceed the required sum shall be paid over to the Association.

00223017 BK 00457 P3 00461

8. The Developer and the Association agree to establish and record in the office of the Recorder of Wasatch County, Utah prior to any conveyance, sale, transfer, disposition or creation of any interest in or encumbrance on the land of the development described in Exhibit "A" attached hereto and by reference made a part hereof, a declaration of covenants, conditions

and restrictions in the form attached hereto as Exhibit "B" (the "Declaration"). Said Declaration shall run with the land and shall be binding upon all parties and persons residing on the land or claiming any ownership or interest in the premises under or through the Developer.

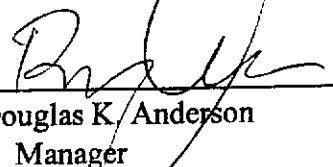
9. At the request of the County, the Association agrees to enforce all covenants, conditions, restrictions and management policies set forth in said Declaration and recorded in the office of the Recorder of Wasatch County, Utah. Upon failure of the Association to enforce the Declaration, the County may do work or cause suit to be brought against the Association for the purpose of requiring it to enforce the same or to recover the costs of said work, or may itself bring and prosecute a suit in the name of the Association for the purpose of enforcing the Declaration.

10. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such adjudgment shall not affect any other part or provision of this Agreement, except that part or provision so adjudged to be unconstitutional, invalid, or unenforceable. Also, in the event that a part of any provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable, the Developer and its successors and assignees and the Association shall be absolved from enforcing said part or provision.

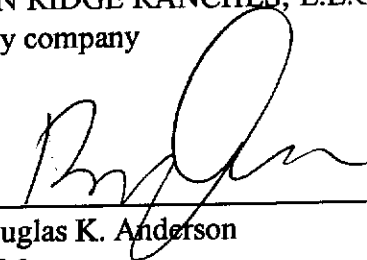
IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed by their proper officers thereunto duly authorized as of the date first above written.

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

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

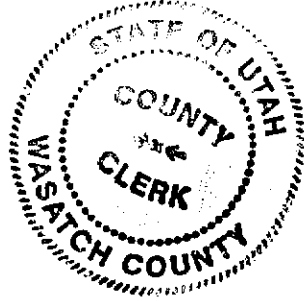
By:   
\_\_\_\_\_  
Douglas K. Anderson  
Title: Manager

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

By:   
\_\_\_\_\_  
Douglas K. Anderson  
Title: Manager

00223017 BK 00457 Pg 00462

WOLF CREEK RANCH HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit organization



By: Douglas K. Anderson  
Douglas K. Anderson  
Title: Secretary

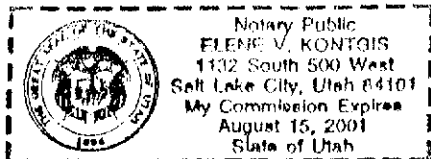
ATTEST:

Brent R. Titcomb  
County Clerk

WASATCH COUNTY  
[Signature]  
Chairman of the Board of  
County Commissioners

STATE OF UTAH )  
  : SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 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.



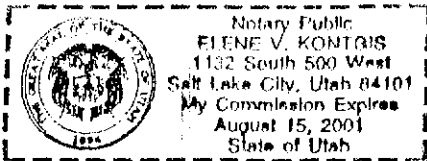
Eleni V. Kontzaris  
NOTARY PUBLIC  
Residing at: S.L. County, Utah

My Commission Expires:  
08.15.01

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STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 by Douglas K. Anderson in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.



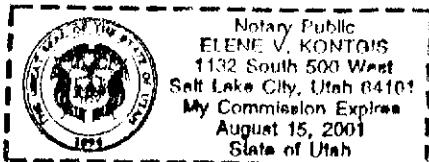
Elene V. Kontzias  
NOTARY PUBLIC  
Residing at: S.L. County, Utah

My Commission Expires:

8.15.01

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 by Douglas K. Anderson, in his capacity as the Secretary of Wolf Creek Ranch Homeowners Association, Inc., a Utah nonprofit corporation.



Elene V. Kontzias  
NOTARY PUBLIC  
Residing at: S.L. County, Utah

My Commission Expires:

8.15.01

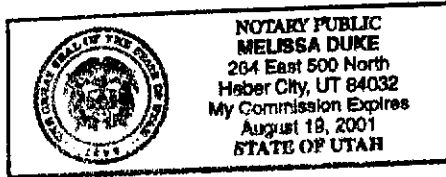
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STATE OF UTAH )  
 : ss  
COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 27 day of March, 2000 by Commissioner Probst, the Chairman of the Board of County Commissioners of Wasatch County and by Brent R. Titcomb, the County Clerk of Wasatch County.

Melissa Duke  
NOTARY PUBLIC  
Residing at: Heber City, UT 84032

My Commission Expires:  
08/19/01



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*EXHIBIT "A"*  
*TO*  
*MAINTENANCE AGREEMENT*

*Legal Description of Real Property Comprising of Wolf Creek Ranch, Plat 2B.*

BEGINNING at the North 1/4 Corner of Section 19, Township 3 South, Range 1 East, Salt Lake Base and meridian, and running thence along the 1/4 Section Line S 00°28'55" E 2637.58 feet to the Center of Section 19, thence along the Section Line N 89°22'48" E 53.04 feet, to the Boundary line of Wolf Creek Plat C and Wolf Creek Plat 2B, thence along the Common Boundaries the following 30 calls; 1) S 00°05'57" E 223.08 feet, 2) thence N 65°15'26" E 127.19 feet to a point on a 450.00' radius curve to the right, 3) thence along arc of said curve 595.63 feet through a delta of 75° 50'17" (chord bears S 76°49'26" E 553.09 feet), 4) thence S 38°54'17" E 90.27 feet to a point on a 300.00' radius curve to the left, 5) thence along arc of said curve 305.06 feet through a delta of -58°15'42" (chord bears S 68°02'08" E 292.08 feet), 6) thence N 82°50'00" E 152.92 feet to a point on a 300.00' radius curve to the right, 7) thence along arc of said curve 319.93 feet through a delta of 61°06'07" (chord bears S 66°36'56" E 304.98 feet), 8) thence S 36°03'53" E 208.03 feet to a point on a 300.00' radius curve to the left, 9) thence along arc of said curve 101.49 feet through a delta of -19°22'57" (chord bears S 45°45'22" E 101.00 feet), 10) thence S 55°28'50" E 333.07 feet to a point on a 300.00' radius curve to the left, 11) thence along arc of said curve 196.63 feet through a delta of -37°33'11" (chord bears S 74°13'26" E 193.13 feet), 12) thence N 86°59'58" E 154.76 feet to a point on a 500.00' radius curve to the right, 13) thence along arc of said curve 135.86 feet through a delta of 15°34'06" (chord bears S 85°12'59" E 135.44 feet), 14) thence S 77° 25'56" E 402.37 feet to a point on a 150.00' radius curve to the right, 15) thence along arc of said curve 136.70 feet through a delta of 52°12'57" (chord bears S 51°19'27" E 132.02 feet), 16) thence S 25°12'59" E 56.28 feet to a point on a 150.00' radius curve to the left, 17) thence along arc of said curve 238.24 feet through a delta of -91°00'00" (chord bears S 70°42'59" E 213.98 feet), 18) thence N 65°19'47" E 59.46 feet to a point on a 150.00' radius curve to the right, 19) thence along arc of said curve 48.76 feet through a delta of 18°37'25" (chord bears N 74°38'30" E 48.54 feet), 20) thence S 22°55'23" E 609.49 feet, 21) thence S 02°05'03" E 259.31 feet, 22) thence S 54° 18'21" E 378.50 feet, 23) thence S 28°57'04" E 632.07 feet, 24) thence S 03°53'31" E 747.43 feet, 25) thence S 11°31'55" E 385.99 feet, 26) thence S 01°50'56" W 861.20 feet, 27) thence S 21°47'39" E 641.66 feet, 28) thence S 11°00'15" W 789.26 feet, 29) thence S 02°59'01" E 352.97 feet, 30) thence S 12°54'42" W 193.09 feet, thence S 11°35'00" W 213.05 feet, thence S 49°57'43" W 420.73 feet to the Centerline of Big Pole Creek, thence along a Meandering Centerline the following 27 calls) 1) thence N 75°46'26" W 253.01 feet, 2) thence S 63°12'08" W 373.18 feet, 3) thence S 55°49'23" W 431.33 feet, 4) thence S 32°07'59" W 219.78 feet, 5) thence N 63°01'28" W 177.25 feet, 6) thence S 71°54'02" W 412.05 feet, 7) thence West 128.11 feet, 8) thence S 46°06'17" W 530.27 feet, 9) thence S 78°02'00" W 123.48 feet, 10) thence S 42°57'47" W 359.85 feet, 11) thence S 60°03'28" W 359.06 feet, 12) thence N 79°17'43" W 137.83 feet, 13) thence S 69°14'35" W 227.04 feet, 14) thence S 47°16'17" W 525.17 feet, 15) thence S 31°53'52" W 865.91 feet, 16) thence S 17°28'09" W 415.75 feet, 17) thence S 58°17'56" W 607.40 feet, 18) thence S 63°25'00" W 145.26 feet, 19) thence S 26°03'56" W 1921.03 feet, 20) thence S 08°27'59" W 225.47 feet, 21) thence S 20°53'31" W 75.06 feet, 22) thence S 05°47'53" W 92.54 feet, 23) thence S 01°44'58" E 240.44 feet, 24) thence S 20°20'19" W 35.65 feet, 25) thence S 06°30'12" E 61.95 feet, 26) thence S 35°10'51" W 183.84 feet, 27) thence S 07°42'56" W 126.51 feet to the South Section Line of Section 31, thence along the Section Line N 86°10'36" W 788.35 feet to the Southwest Corner of Section 31, thence along the Township Line N 00°23'11" E 13129.01 feet to the West 1/4 Corner of Section 19 said Township and Range, thence along Township Line N 00° 19'06" E 2617.41 feet to the Northwest Corner of Section 19, thence along Section Line N 88°55'17" E 2567.30 feet to the point of BEGINNING. Parcel contain 1525 acres.

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**EXHIBIT "B"**  
**TO**  
**MAINTENANCE AGREEMENT**

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A copy of Supplement No. 4 to the Declaration of Covenants, Conditions and Restrictions for  
Wolf Creek Ranch

00223017 Bl: 00457 Pa 00467

When Recorded, Mail to:  
Heber Ranches, L.L.C.  
1132 South 500 West  
Salt Lake City, Utah 84101

**SUPPLEMENT NO. 4 TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOLF CREEK RANCH**

**(PLAT 2B)**

THIS SUPPLEMENT NO. 4 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH (this "Supplement No. 4") is made this 17<sup>th</sup> day of Feb., 2000, 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. On September 8, 1998, Declarant caused to be recorded in the Office of the Recorder of Wasatch County, Utah the subdivision plat for Wolf Creek Ranch Plat A. On May 13, 1999 Declarant caused to be recorded in the Office of the Recorder of Wasatch County, Utah a corrected subdivision plat for Wolf Creek Ranch Plat A, entitled Wolf Creek Ranch Plat-A Corrected. On July 2<sup>nd</sup> 1999, Declarant caused to be recorded in the Office of the Recorder of Wasatch County, Utah the subdivision plat for Wolf Creek Ranch Plat B. On Sept 07<sup>th</sup> 1999, Declarant caused to be recorded in the Office of the Recorder of Wasatch County, Utah the subdivision plat for Wolf Creek Ranch Plat C. On April 3, 2000, Declarant caused to be recorded in the Office of the Recorder of Wasatch County, Utah the subdivision plat for Wolf Creek Ranch Plat 2A.

B. In connection with the creation of Wolf Creek Ranch Plat A, Declarant caused to be recorded in the Office of the Recorder of Wasatch County, Utah that certain Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated September 1, 1998 (the "Initial Declaration"). The Initial Declaration was recorded in the Office of the Recorder of Wasatch County, Utah on September 8, 1998 as Entry No. 00206518 in Book 395 at Pages 3 through 122. The Initial Declaration was amended by that certain Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated April 29, 1999 ("Amendment No. 1"), which was recorded in the Office of the Recorder of Wasatch County, Utah on May 13, 1999 as Entry No. 00214016 in Book 423 at Pages 742 through 756. The Initial Declaration, as amended by Amendment No. 1, pertains to and affects the real property described on Exhibit "A-1" attached to this Supplement No. 4 and incorporated herein by this reference. The Initial Declaration, as amended by Amendment No. 1, was supplemented

00223017 BK 00457 Pg 00468

and amended by that certain Supplement No. 1 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated June 18, 1999 ("Supplement No. 1"), which was recorded in the Office of the Recorder of Wasatch County, Utah on July 2<sup>nd</sup>, 1999 as Entry No. 215621 in Book 429 at Pages 369-380, in connection with the recording of the subdivision plat for Wolf Creek Ranch Plat B. Supplement No. 1 pertains to and affects the real property described on Exhibit "A-2" attached to this Supplement No. 4 and incorporated herein by this reference. The Initial Declaration, as amended by Amendment No. 1, was further supplemented and amended by that certain Supplement No. 2 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated June 30<sup>th</sup> 1999 ("Supplement No. 2"), which was recorded in the Office of the Recorder of Wasatch County, Utah on Sept. 07, 1999 as Entry No. 217632 in Book 436 at Pages 494-511, in connection with the recording of the subdivision plat for Wolf Creek Ranch Plat C. Supplement No. 2 pertains to and affects the real property described on Exhibit "A-3" attached to this Supplement No. 4 and incorporated herein by this reference. The Initial Declaration, as amended by Amendment No. 1, was further supplemented and amended by that certain Supplement No. 3 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated Feb. 17, 2000 ("Supplement No. 3"), which was recorded in the Office of the Recorder of Wasatch County, Utah on April 3, 2000 as Entry No. 223003 in Book 457 at Pages 336-352 in connection with the recording of the subdivision plat for Wolf Creek Ranch Plat 2A. Supplement No. 3 pertains to and affects the real property described on Exhibit "A-4" attached to this Supplement No. 4 and incorporated herein by this reference.

C. Section 11.12 of the Initial Declaration refers to certain "Additional Land" which adjoins or is in the vicinity of the Subdivision, which Additional Land is identified on Exhibit "B" attached to Supplement No. 3. Section 11.12 of the Initial Declaration provides that the Declarant may subdivide all or part of the Additional Land and may then add it to the "Subdivision," which is subject to the Initial Declaration, Amendment No. 1, Supplement No. 1, Supplement No. 2 and Supplement No. 3. Section 11.12 of the Initial Declaration provides that any of the Additional Land may be subjected to the Initial Declaration and become a part of the "Subdivision," as defined in the Initial Declaration, 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 the Initial Declaration.

D. The parties identified herein as Declarant own certain real property (the "Plat 2B Property") located in Wasatch County, Utah, which is more particularly described on Exhibit "A-5" attached to this Supplement No. 4 and incorporated herein by this reference. The Plat 2B Property comprises a portion of the real property which is identified as the Additional Land in the Initial Declaration, as amended by Amendment No. 1, and as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3.

E. Pursuant to Section 11.12 of the Initial Declaration, Declarant intends to subdivide the Plat 2B Property and add it to the "Subdivision" which is subject to the Initial Declaration, as amended by Amendment No. 1, and as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3. Declarant will develop and convey

00223017 BK 00457 Pg 00469

all of the Plat 2B Property subject to all the covenants, conditions and restrictions as set forth in the Initial Declaration, as amended by Amendment No. 1, as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3 and as supplemented and amended by this Supplement No. 4, all of which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Parcels subject to the Initial Declaration, as amended by Amendment No. 1, as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3 and as supplemented and amended by this Supplement No. 4.

## ARTICLE I

### DECLARATION

1.1 Initial Declaration Incorporated by Reference. The Initial Declaration, as amended by Amendment No. 1, and as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3 in its entirety is hereby incorporated by reference and made a part of this Supplement No. 4 as though it were set forth herein in its entirety. The Initial Declaration, as amended by Amendment No. 1, and as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3 and as supplemented and amended by this Supplement No. 4, shall herein collectively be referred to as "this Declaration."

1.2 Plat 2B Property Subjected to this Declaration. Declarant hereby declares that all of the Plat 2B Property is hereby added to the Subdivision and is subject to this Declaration, and the Plat 2B Property, together with all of the other Property located within the Subdivision, 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 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

00223017 BK 00457 Pg 00470

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

2.1 All of the terms which are defined in the Initial Declaration, as amended by Amendment No. 1 and as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3, shall continue to have the same meaning when used in this Declaration, except with respect to the following terms, which are hereby amended to 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 amended map attached to this Supplement No. 4 as Exhibit "B" and incorporated herein by this reference, which map of the Additional Land identifies the location of the Property in relation to the Additional Land.

"Conservation Easement" shall mean the five separate perpetual, irrevocable conservation easements which were granted by the Declarant to The Utah Open Lands Conservation Association, Inc. (the "Conservation Easement Grantee"), one of which is that certain Deed of Conservation Easement dated August 5, 1998, as amended by Amendment No. 1 to Deed of Conservation Easement dated April 29, 1999, the second of which is that certain Deed of Conservation Easement dated June 16, 1999, the third of which is that certain Deed of Conservation Easement dated June 30<sup>th</sup>, 1999, the fourth of which is that certain Deed of Conservation Easement dated Oct. 21<sup>st</sup>, 1999, and the fifth of which is that certain Deed of Conservation Easement dated Feb. 17<sup>th</sup>, 2000, 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 amended map of the Subdivision attached to this Supplement No. 4 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.

00223017 Blk 00457 Pg 00471

"Declaration" shall mean the Initial Declaration, as amended by Amendment No. 1 and as supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3, and as supplemented and amended by this Supplement No. 4, together with any subsequent supplements, amendments or additions, and any other matters or conditions shown on the official Plat of the Subdivision, which are incorporated into this Declaration by reference.

"Guidelines" shall mean The General Environmental and Architectural Guidelines for Wolf Creek Ranch in the form attached as Exhibit "F" to the Initial Declaration, as amended and

modified by the Supplement No. 1 to The General Environmental and Architectural Guidelines for Wolf Creek Ranch in the form attached as Exhibit "D" to Supplement No. 1, and as amended and modified by the Supplement No. 2 to The General Environmental and Architectural Guidelines for Wolf Creek Ranch in the form attached as Exhibit "D" to Supplement No. 2, and as amended and modified by the Supplement No. 3 to The General Environmental and Architectural Guidelines for Wolf Creek Ranch in the form attached as Exhibit "D" to Supplement No. 3, and as amended and modified by the Supplement No. 4 to The General Environmental and Architectural Guidelines for Wolf Creek Ranch in the form attached to this Supplement No. 4 as Exhibit "D", and as subsequently modified from time to time by the Architectural/Technical Committee, as set forth in Article V of this Declaration.

"Owner" shall mean the person or persons having title to any Parcel or other parcel of Property as shown on the Plat of the Subdivision. 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 the Subdivision.

"Plat" shall mean the Plats of the Subdivision known as Wolf Creek Ranch Plat-A Corrected, Wolf Creek Ranch Plat B, Wolf Creek Ranch Plat C, Wolf Creek Ranch Plat 2A and Wolf Creek Ranch Plat 2B, as approved by the County and recorded in the Office of the Recorder of Wasatch County, Utah, and any amendments thereto that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any, provided that any 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 of the Subdivision, including Parcels, Roadways, Trail Corridors, Open Space, roads, trails, and Common Areas.

"Subdivision" shall mean the subdivision known as Wolf Creek Ranch Plat-A Corrected, Wolf Creek Ranch Plat B, Wolf Creek Ranch Plat C, Wolf Creek Ranch Plat 2A and Wolf Creek Ranch Plat 2B, 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.

### ARTICLE III

Except as expressly provided in this Supplement No. 4, all other terms and conditions of the Initial Declaration, as previously amended by Amendment No. 1 and as previously supplemented and amended by Supplement No. 1, Supplement No. 2 and Supplement No. 3, are unmodified and remain in full force and effect.

00223017 Blk 00457 Pg 00472

IN WITNESS WHEREOF, the Declarant has executed this Supplement No. 4 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. Crosland  
Todd B. Crosland  
Title: Manager

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

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

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

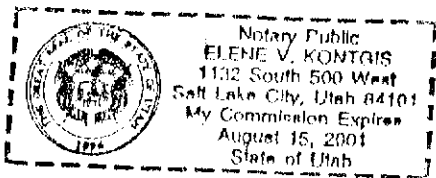
By: Douglas K. Anderson  
Douglas K. Anderson  
Title: Manager

00223017 Bl: 00457 Pg 00473



STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 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.



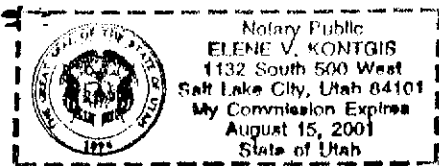
Elene V. Kontgis  
NOTARY PUBLIC  
Residing at: S. L. County, Utah

My Commission Expires:

8.15.01

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 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.



Elene V. Kontgis  
NOTARY PUBLIC  
Residing at: S. L. County, Utah

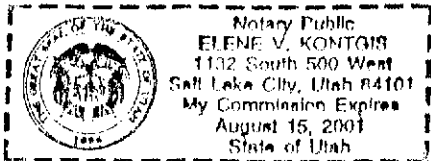
My Commission Expires:

8.15.01

00223017 Bl: 00457 Pg 00474

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 by Todd B. Crosland in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.

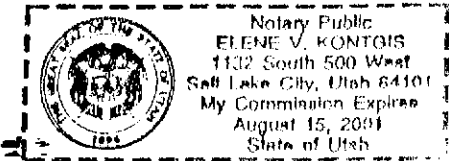


Eleene V. Kontzis  
NOTARY PUBLIC  
Residing at: S.L. County, Utah

My Commission Expires:  
8.15.01

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2000 by Douglas K. Anderson in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.



Eleene V. Kontzis  
NOTARY PUBLIC  
Residing at: S.L. County, Utah

My Commission Expires:  
8.15.01

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*EXHIBIT "A-1"*  
*TO*  
*SUPPLEMENT NO. 4 TO THE DECLARATION*  
*OF COVENANTS, CONDITIONS AND*  
*RESTRICTIONS FOR WOLF CREEK RANCH*

Legal Description of Real Property Comprising Wolf Creek Ranch Plat-A Corrected

BEGINNING at a the Southeast Corner of Section 33, Township 3 South, Range 6 East, Salt Lake Base and Meridian and running thence along the Section Line the following 2 calls S 88°45'48" W 155.530 feet and N 89°50'43" W 2474.800 feet to the South 1/4 corner of Section 33, thence along the 1/4 Section Line N 00°01'55" E 5356.439 feet to the South 1/4 of Section 28, thence along the Section line S 89°33'57" E 342.305 feet, thence N 00°12'09" W 2258.443 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, thence S 59°08'30" E 542.546 feet, thence S 32°07'20" E 855.200, 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 feet to the Section Line, thence along Section line S 89°52'20" E 643.176 feet to the North 1/4 Corner of Section 34, thence along Section Line S 89°52'20" E 2630.475 feet to the Northwest Corner of Section 35, thence along Section Line N 89°37'32" E 1491.640 feet, thence S 71°54'09" E 3992.157 feet to the Section Line, thence along Section Line S 01°00'45" W 584.755 feet, thence S 30°10'06" W 1533.976 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 point on a non-tangent 900.000' radius curve to the left, thence along arc of said curve 530.222 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 263.577 feet through a delta of 31°47'36" (chord bears S 08°30'34" E 260.209 feet) to a point on a 1250.000' radius reverse curve to the right, thence along arc of said curve 179.254 feet through a delta of 8°12'59" (chord bears 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, thence 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), 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 117.973 feet through a delta of 14°48'18" (chord bears S 17°13'28" W 117.646 feet) to a point on the South Section Line of Section 35, thence along Section Line N 88°47'24" W 1396.693 feet to the South 1/4 of Section 35, thence along Section Line S 88°20'42" W 2794.139 feet to the Southwest Corner of Section 35, thence along the Section Line the following 2 calls S 88°20'42" W 61.188 feet and N 89°31'49" W 2587.864 feet to the South 1/4 Corner of Section 34, thence along the Section Line the following 2 calls N 89°31'49" W 81.213 feet and S 88°45'48" W 2568.273 feet to the point of BEGINNING. Parcel contains 1630 acres.

00223017 BK 00457 Pg 00476

A-1

476

EXHIBIT "A-2"  
TO  
SUPPLEMENT NO. 4 TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WOLF CREEK RANCH

Legal Description of Real Property Comprising Wolf Creek Ranch Plat B.

BEGINNING at the Southeast Corner of Section 27, Township 3 South, Range 6 East, Salt Lake Base and Meridian, and running thence along the Section Line N 89°52'20" W 2416.54' to a point on a non-tangent 1000.00' radius curve to the right, thence along arc of said curve 296.67 feet through a delta of 16°59'52" (chord bears N 17°54'41" W 295.58 feet), thence N 09°24'34" W 131.71 feet to a point on a 350.00' radius curve to the left, thence along arc of said curve 141.86 feet through a delta of 23°13'23" (chord bears N 21°01'15" W 140.89 feet), thence N 32°37'57" W 1465.78 feet to a point on a 1000.00' radius curve to the right, thence along arc of said curve 604.52 feet through a delta of 34°38'11" (chord bears N 15°18'51" W 595.36 feet), thence N 02°00'14" E 715.93 feet to a point on a 750.00' radius curve to the left, thence along arc of said curve 99.98 feet through a delta of 07°38'16" (chord bears N 01°48'54" W 99.90 feet), thence N 18°24'31" E 1586.97 feet, thence N 27°44'51" E 1689.16 feet, thence N 21°46'53" E 1563.34, thence N 46°39'36" W 1165.50 feet, thence N 09°30'06" E 236.73 feet, thence N 10°04'32" W 1626.85 feet to the North Section Line of Section 22 of said Township and Range, thence along said Section Line N 89°39'38" E 3435.52 feet to the Northeast Corner of said Section, thence South 518.06 feet, thence East 2588.74 feet, thence North 518.20 feet to the North 1/4 Corner of Section 23, thence along Section Line S 89°40'03" E 1474.68 feet, thence S 01°32'44" E 529.27 feet to a point on a 175.00' radius curve to the right, thence along arc of said curve 285.44 feet through a delta of 93°27'14" (chord bears S 45°10'53" W 254.83 feet), thence N 88°05'30" W 104.85 feet to a point on a 175.00' radius curve to the left, thence along arc of said curve 346.31 feet through a delta of 113°23'03" (chord bears S 35°12'59" W 292.51 feet), thence S 21°28'33" E 342.94 feet to a point on a 450.00' radius curve to the right, thence along arc of said curve 339.96 feet through a delta of 43°17'06" (chord bears S 00°10'00" W 331.93 feet), thence S 21°48'33" W 536.90 feet to a point on a 600.00' radius curve to the right, thence along arc of said curve 365.93 feet through a delta of 34°56'36" (chord bears S 39°16'51" W 360.28 feet), thence S 56°45'09" W 1018.51 feet to a point on a 1000.00' radius curve to the left, thence along arc of said curve 582.16 feet through a delta of 33°21'20" (chord bears S 40°04'29" W 573.98 feet), thence S 23°23'49" W 456.35 feet to a point on a 1000.00' radius curve to the right, thence along arc of said curve 228.40 feet through a delta of 13°05'11" (chord bears S 29°56'24" W 227.90 feet), thence S 36°28'59" W 778.60 feet to a point on a 2000.00' radius curve to the right, thence along arc of said curve 418.16 feet through a delta of 11°58'46" (chord bears S 42°28'22" W 417.40 feet), thence S 48°27'45" W 746.38 feet to a point on a 500.00' radius curve to the left, thence along arc of said curve 292.63 feet through a delta of 33°31'59" (chord bears S 31°41'46" W 288.47 feet), thence S 14°55'46" W 183.27 feet to a point on a 1500.00' radius curve to the left, thence along arc of said curve 848.40 feet through a delta of 32°24'24" (chord bears S 31°07'58" W 837.14 feet), thence S 47°20'10" W 968.09 feet to a point on a 700.00' radius curve to the left, thence along arc of said curve 228.98 feet through a delta of 18°44'33" (chord bears S 37°57'53" W 227.96 feet), thence S 28°35'37" W 407.97 feet, thence S 61°24'23" E 50.00 feet to a point on a 150.00' radius curve to the left, thence along arc of said curve 220.88 feet through a delta of 84°22'16" (chord bears N 76°24'28" E 201.46 feet), thence N 34°13'20" E 150.00 feet to a point on a 150.00' radius curve to the right, thence along arc of said curve 293.31 feet through a delta of 112°02'14" (chord bears S 89°45'33" E 248.77 feet), thence S 33°44'26" E 204.21 feet to a point on a 150.00' radius curve to the left, thence along arc of said curve 101.76 feet through a delta of 38°52'07" (chord bears S 53°10'30" E 99.82 feet), thence S 72°36'33" E 252.30 to a point on a 150.00' radius curve to the right, thence along arc of said curve 72.88 feet through a delta of 27°50'18" (chord bears S 58°41'25" E 72.17 feet), thence S 44°46'16" E 205.02 feet to a point on a 150.00' radius curve to the left, thence along arc of said curve 209.59 feet through a delta of 80°03'23" (chord bears S 84°47'57" E 192.95 feet), thence N 55°10'21" E 410.61 feet, thence South 2390.11 feet to the South Section Line of Section 26 of said Township and Range, thence along Section Line S 89°37'32" W 1268.63 feet to the point of BEGINNING. Parcel contains 1,123 acres.

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*EXHIBIT "A-3"*  
*TO*  
*SUPPLEMENT NO.5 TO THE DECLARATION*  
*OF COVENANTS, CONDITONS AND*  
*RESTRICTIONS FOR WOLF CREEK RANCH*

*Legal Description of Real Property Comprising of Wolf Creek Ranch, Plat C.*

BEGINNING at a point that is S 89°37'11" E 2675.91 feet along the Section Line from the Northwest Corner of Section 21, Township 3 South, Range 6 East, Salt Lake Base and Meridian, said point being the North 1/4 Corner of 21, and running thence along the Section Line S 88°31'54" E 2622.55 feet to the Northwest Corner of Section 22, thence along the Section Line N 89°39'38" E 1926.95 feet to the Northwest Corner of Wolf Creek Plat B, thence along said boundary the following 6 calls 1) S 10°04'32" E 1626.85 feet, thence 2) S 09°30'06" W 236.73 feet, thence 3) S 46°39'36" E 1165.50 feet, thence 4) S 21°46'53" W 1563.34 feet, thence 5) S 27°44'51" W 1689.16 feet, thence 6) S 18°24'31" W 1586.97 feet to a point on a non-tangent 750.00' radius curve to the left, thence along arc of said curve 1137.02 feet through a delta of 86°51'39" (chord bears N 49°03'53" W 1031.22 feet), thence S 87°30'17" W 537.73 feet to a point on a 1500.00' radius curve to the right, thence along arc of said curve 1595.79 feet through a delta of 60°57'17" (chord bears N 62°01'05" W 1521.59 feet), thence N 31°32'27" W 139.18 feet to a point on a 500.00' radius curve to the left, thence along arc of said curve 603.45 through a delta of 69°09'01" (chord bears N 66°06'57" W 567.49 feet), thence S 79°18'33" W 189.18 feet to a point on a 250.00' radius curve to the right, thence along arc of said curve 177.39 feet through a delta of 40°39'16" (chord bears N 80°21'49" W 173.69 feet), thence N 60°02'11" W 205.02 feet to a point on a 250.00' radius curve to the left, thence along arc of said curve 159.44 through a delta of 36°32'27" (chord bears N 78°18'24" W 156.75 feet), thence S 83°25'22" W 128.85 feet to a point on a 250.00' radius curve to the right, thence along arc of said curve 214.79 feet through a delta of 49°13'37" (chord bears N 71°57'49" W 208.25 feet), thence N 47°21'01" W 138.90 feet to a point on a 250.00' radius curve to the left, thence along arc of said curve 216.58 feet through a delta of 49°38'12" (chord bears N 72°10'07" W 209.87 feet), thence S 83°00'47" W 120.87 feet to a point on a 500.00' radius curve to the right, thence along arc of said curve 239.94 feet through a delta of 27°29'43" (chord bears N 83°14'21" W 237.65 feet), thence N 69°29'30" W 566.16 feet to a point on a 1500.00' radius curve to the right, thence along arc of said curve 477.66 through a delta of 18°14'44" (chord bears N 60°22'08" W 475.65 feet), thence N 51°14'46" W 417.22 feet to a point on a 300.00' radius curve to the left, thence along arc of said curve 530.33 feet through a delta of 101°17'07" (chord bears S 78°06'41" W 463.92 feet), thence S 27°28'07" W 56.75 feet to a point on a 500.00' radius curve to the right, thence along arc of said curve 345.64 through a delta of 39°36'27" (chord bears S 47°16'21" W 338.80 feet), thence S 67°04'35" W 746.75 feet to a point on a 350.00' radius curve to the right, thence along arc of said curve 383.97 feet through a delta of 62°51'27" (chord bears N 81°29'42" W 365.01 feet), thence N 50°03'58" W 317.95 feet, thence North 192.57 feet, thence N 44°46'38" W 2835.73 feet to the 1/4 Section Line of Section 20, thence along Section Lines S 89°28'25" E 1169.46 feet to the Center of 1/4 of Section 20, thence along the Section line S 89°28'25" E 2591.85 feet to the West 1/4 of Section 21, thence along the Section Line S 89°47'17" E 2671.31 feet to the Center of Section 21, thence along 1/4 Section Line N 00°06'57" E 2632.12 feet to the point of BEGINNING. Parcel contains 963 acres.

00223017 Blk 00457 Pg 0047B

**EXHIBIT "A-4"**  
**TO**  
**SUPPLEMENT NO. 4 TO THE DECLARATION**  
**OF COVENANTS, CONDITIONS, AND**  
**RESTRICTIONS FOR WOLF CREEK RANCH**

Legal Description of Real Property Comprising of Wolf Creek Ranch, Plat 2A.

BEGINNING at the West 1/4 Corner of Section 20, Township 3 South, range 6 East, Salt Lake Base and Meridian, and running thence along the Section Line S 89°28'25" E 1434.07 feet to the Boundary line of Wolf Creek Plats A, B, and C, thence along the said boundary the following 46 calls, 1) S 44°46'38" E 2835.73 feet, 2) thence South 192.57 feet, 3) thence S 50°03'58" E 317.95 feet to a point on a 350.00' radius curve to the left, 4) thence along arc of said curve 383.97 feet through a delta of 62°51'27" (chord bears S 81°29'42" E 365.01'), 5) thence N 67°04'35" E 746.75 feet to a point on a 500.00' radius curve to the left, 6) thence along arc of said curve 345.64 feet through a delta of 39°36'27" (chord bears N 47°16'21" E 338.80 feet), 7) thence N 27°28'07" E 56.75 feet to a point on a 300.00' radius curve to the right, 8) thence along arc of said curve 530.33 feet through a delta of 101°17'07" (chord bears N 78°06'41" E 463.92 feet), 9) thence S 51°14'46" E 417.22 feet to a point on a 1500.00' radius curve to the left, 10) thence along arc of said curve 477.66 feet through a delta of 18°14'44" (chord bears S 60°22'08" E 475.65 feet), 11) thence S 69°29'30" E 566.16 feet to a point on a 500.00' radius curve to the left, 12) thence along arc of said curve 239.94 feet through a delta of 27°29'43" (chord bears S 83°14'21" E 237.65 feet), 13) thence N 83°00'47" E 120.87 feet to a point on a 250.00' radius curve to the right, 14) thence along arc of said curve 216.58 feet through a delta of 49°38'12" (chord bears S 72°10'07" E 209.87 feet), 15) thence S 47°21'01" E 138.90 feet to a point on a 250.00' radius curve to the left, 16) thence along arc of said curve 214.79 feet through a delta of 49°13'37" (chord bears S 71°57'49" E 208.25 feet), 17) thence N 83°25'22" E 128.85 feet to a point on a 250.00' radius curve to the right, 18) thence along arc of said curve 159.44 feet through a delta of 36°32'27" (chord bears S 78°18'24" E 156.75 feet), 19) thence S 60°02'11" E 205.02 feet to a point on a 250.00' radius curve to the left, 20) thence along arc of said curve 177.39 feet through a delta of 40°39'16" (chord bears S 80°21'49" E 173.69 feet), 21) thence N 79°18'33" E 189.18 feet to a point on a 500.00' radius curve right, 22) thence along the arc of said curve 603.45 feet through a delta of 69°09'00" (chord bears S 66°06'57" E 567.49 feet), 23) thence S 31°32'27" E 139.18 feet to a point on a 1500.00' radius curve to the left, 24) thence along the arc of said curve 1595.78 feet through a delta of 60°57'17" (chord bears S 62°01'05" E 1521.59 feet), 25) thence N 87°30'17" E 537.73 feet to a point on a 750.00' radius curve to the right, 26) thence along arc of said curve 1236.99 feet through a delta of 94°29'56" (chord bears S 45°14'45" E 1101.48 feet), 27) thence S 02°00'14" W 715.93 feet to a point on a 1000.00' radius curve to the left, 28) thence along arc of said curve 604.52 feet through a delta of 34°38'11" (chord bears S 15°18'51" E 595.36 feet), 29) thence S 32°37'57" E 1465.78 feet to a point on a 350.00' radius curve to the right, 30) thence along the arc of said curve 141.86 feet through a delta of 23°13'23" (chord bears S 21°01'16" E 140.89 feet), 31) thence S 09°24'34" E 131.71 feet to a point on a 1000.00' radius curve to the left, 32) thence along arc of said curve 296.67 feet through a delta of 16°59'52" (chord bears S 17°54'41" E 295.58 feet), 33) thence N 89°52'32" W 213.93 feet, 34) N 89°52'15" W 643.18 feet, 35) thence N 65°16'54" W 139.96 feet, 36) thence N 69°49'45" W 195.78 feet, 37) thence N 57°07'20" W 277.21 feet, 38) thence N 71°37'20" W 555.19 feet, 39) thence N 32°07'20" W 855.20 feet, 40) thence N 59°08'30" W 542.55 feet, 41) thence N 61°36'22" W 178.50 feet, 42) thence N 23°22'35" W 199.99 feet, 43) thence N 43°22'35" W 311.40 feet, 44) thence N 31°52'35" W 241.21 feet, 45) thence N 15°52'35" W 131.55 feet, 46) thence West 1691.76 feet, thence North 823.99 feet, thence N 73°52'21" W 150.18 feet, thence S 65°17'22" W 177.20 feet, thence S 68°00'57" W 71.64 feet, thence S 33°45'17" W 211.10 feet, thence S 40°26'16" W 234.49 feet, thence S 43°12'25" W 159.90 feet, thence S 53°30'01" W 166.12 feet, thence S 58°31'02" W 364.28 feet, thence S 55°05'13" W 450.21 feet, thence S 76°53'19" W 211.29 feet, thence S 35°14'05" W 258.63 feet, thence S 19°50'26" W 132.67 feet, thence S 85°15'32" W 1265.91 feet, thence S 75°10'14" W 873.75 feet, thence S 36°16'22" E 288.41 feet, thence S 76°34'06" W 445.34 feet, thence N 66°21'50" W 203.80 feet, thence N 87°47'39" W 335.41 feet, thence S 87°55'40" W 408.87 feet, thence S 71°59'57" W 113.29 feet, thence N 83°09'37" W 634.90 feet, thence N 12°54'42" E 193.09 feet, thence N 02°59'01" W 352.97 feet, thence N 11°00'15" E 789.26 feet, thence N 21°47'39" W 641.66 feet, thence N 01°50'56" E 661.20 feet, thence N 11°31'55" W 385.99 feet, thence N 03°53'31" W 747.43 feet, thence N 28°57'04" W 632.07 feet, thence N 54°18'21" W 378.50 feet, thence N 02°05'03" W 259.31 feet, thence N 22°55'23" W 609.49 feet to a point on a 150.00' radius curve to the left, thence along arc of said curve 48.76 feet through a delta of 18°37'25" (chord bears S 74°38'30" W 48.54 feet), thence S 65°19'47" W 59.46 feet to a point on a 150.00' radius curve to the right, thence along arc of said curve 238.24 feet, through a delta of 91°00'00" (chord bears N 70°42'59" W 213.98 feet), thence N 25°12'59" W 56.29 feet to a point on a 150.00' radius curve to the left, thence along arc of said curve 136.70 feet through a delta of 52°12'57" (chord bears N 51°19'27" W 132.02 feet), thence N 77°25'56" W 402.37 feet to a point on a 500.00' radius curve to the left, thence along arc of said curve 135.86 feet through a delta of 15°34'06" (chord bears N 85°12'59" W 135.44 feet), thence S 86°59'58" W 154.76 feet to a point on a 300.00' radius curve to the left, thence along arc of said curve 196.63 feet through a delta of 37°33'12" (chord bears N 74°13'26" W 193.13 feet), thence N 55°26'50" W 333.07 feet to a point on a 300.00' radius curve to the right, thence along arc of said curve 101.49 feet through a delta of 19°22'57" (chord bears N 45°45'22" W 101.00 feet), thence N 36°03'53" W 208.03 feet to a point on a 300.00' radius curve to the left, thence along arc of said curve 319.93 feet through a delta of 61°06'07" (chord bears N 66°36'56" W 304.98 feet), thence S 82°50'00" W 152.92 feet to a point on a 300.00' radius curve to the right, thence along arc of said curve 305.06 feet through a delta of 58°15'42" (chord bears N 68°02'08" W 292.08 feet), thence N 38°54'17" W 90.27 feet to a point on a 450.00' radius left, thence along arc of said curve 595.63 feet through a delta of 75°50'17" (chord bears N 76°49'26" W 553.09 feet), thence S 65°15'26" W 127.19 feet, thence N 00°05'57" W 223.08 feet to the Section Line, thence along Section Line N 89°22'46" E 2630.65 feet to the point of BEGINNING. Parcel contains 960 ac.

00223017 Bk 00457 Pg 00479

EXHIBIT "A-5"  
TO  
SUPPLEMENT NO.4 TO THE DECLARATION  
OF COVENANTS, CONDITONS AND  
RESTRICTIONS FOR WOLF CREEK RANCH

Legal Description of Real Property Comprising of Wolf Creek Ranch, Plat 2B.

BEGINNING at the North 1/4 Corner of Section 19, Township 3 South, Range 1 East, Salt Lake Base and meridian, and running thence along the 1/4 Section Line S 00°28'55" E 2637.58 feet to the Center of Section 19, thence along the Section Line N 89°22'46" E 53.04 feet, to the Boundary line of Wolf Creek Plat C and Wolf Creek Plat 2B, thence along the Common Boundaries the following 30 calls; 1) S 00°05'57" E 223.08 feet, 2) thence N 65°15'26" E 127.19 feet to a point on a 450.00' radius curve to the right, 3) thence along arc of said curve 595.63 feet through a delta of 75° 50'17" (chord bears S 76°49'26" E 553.09 feet), 4) thence S 38°54'17" E 90.27 feet to a point on a 300.00' radius curve to the left, 5) thence along arc of said curve 305.06 feet through a delta of -58°15'42" (chord bears S 68°02'08" E 292.08 feet), 6) thence N 82°50'00" E 152.92 feet to a point on a 300.00' radius curve to the right, 7) thence along arc of said curve 319.93 feet through a delta of 61°06'07" (chord bears S 66°36'56" E 304.98 feet), 8) thence S 36°03'53" E 208.03 feet to a point on a 300.00' radius curve to the left, 9) thence along arc of said curve 101.49 feet through a delta of -19°22'57" (chord bears S 45°45'22" E 101.00 feet), 10) thence S 55°26'50" E 333.07 feet to a point on a 300.00' radius curve to the left, 11) thence along arc of said curve 196.63 feet through a delta of -37°33'11" (chord bears S 74°13'26" E 193.13 feet), 12) thence N 86°59'58" E 154.76 feet to a point on a 500.00' radius curve to the right, 13) thence along arc of said curve 135.86 feet through a delta of 15°34'06" (chord bears S 85°12'59" E 135.44 feet), 14) thence S 77° 25'56" E 402.37 feet to a point on a 150.00' radius curve to the right, 15) thence along arc of said curve 136.70 feet through a delta of 52°12'57" (chord bears S 51°19'27" E 132.02 feet), 16) thence S 25°12'59" E 56.28 feet to a point on a 150.00' radius curve to the left, 17) thence along arc of said curve 238.24 feet through a delta of -91°00'00" (chord bears S 70°42'59" E 213.98 feet), 18) thence N 65°19'47" E 59.46 feet to a point on a 150.00' radius curve to the right, 19) thence along arc of said curve 48.76 feet through a delta of 18°37'25" (chord bears N 74°38'30" E 48.54 feet), 20) thence S 22°55'23" E 609.49 feet, 21) thence S 02°05'03" E 259.31 feet, 22) thence S 54° 18'21" E 378.50 feet, 23) thence S 28°57'04" E 632.07 feet, 24) thence S 03°53'31" E 747.43 feet, 25) thence S 11°31'55" E 385.99 feet, 26) thence S 01°50'56" W 661.20 feet, 27) thence S 21°47'39" E 641.66 feet, 28) thence S 11°00'15" W 789.26 feet, 29) thence S 02°59'01" E 352.97 feet, 30) thence S 12°54'42" W 193.09 feet, thence S 11°35'00" W 213.05 feet, thence S 49°57'43" W 420.73 feet to the Centerline of Big Pole Creek, thence along a Meandering Centerline the following 27 calls) 1) thence N 75°46'26" W 253.01 feet, 2) thence S 63°12'08" W 373.18 feet, 3) thence S 55°49'23" W 431.33 feet, 4) thence S 32°07'59" W 219.78 feet, 5) thence N 83°01'28" W 177.25 feet, 6) thence S 71°54'02" W 412.05 feet, 7) thence West 128.11 feet, 8) thence S 46°06'17" W 530.27 feet, 9) thence S 78°02'00" W 123.48 feet, 10) thence S 42°57'47" W 359.85 feet, 11) thence S 60°03'28" W 359.06 feet, 13) thence N 79°17'43" W 137.83 feet, 14) thence S 69°14'35" W 227.04 feet, 15) thence S 47°16'17" W 525.17 feet, 16) thence S 31°53'52" W 865.91 feet, 17) thence S 17°28'09" W 415.75 feet, 18) thence S 58°17'56" W 607.40 feet, 19) thence S 63°25'00" W 145.26 feet, 20) thence S 26°03'56" W 1921.03 feet, 20) thence S 08°27'59" W 225.47 feet, 21) thence S 20°53'31" W 75.06 feet, 22) thence S 05°47'53" W 92.54 feet, 23) thence S 01°44'58" E 240.44 feet, 24) thence S 20°20'19" W 35.65 feet, 25) thence S 06°30'12" E 61.95 feet, 26) thence S 35°10'51" W 183.84 feet, 27) thence S 07°42'56" W 126.51 feet to the South Section Line of Section 31, thence along the Section Line N 86°10'36" W 788.35 feet to the Southwest Corner of Section 31, thence along the Township Line N 00°23'11" E 13129.01 feet to the West 1/4 Corner of Section 19 said Township and Range, thence along Township Line N 00° 19'06" E 2617.41 feet to the Northwest Corner of Section 19, thence along Section Line N 88°55'17" E 2567.30 feet to the point of BEGINNING. Parcel contain 1525 acres.

00223017 Bl: 00457 P: 00480

SECTION 24

SECTION 20

SUPPLEMENT NO. 4 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH  
Map showing the Approximate Location of Additional Land

EXHIBIT "B"

SECTION 25

PHASE 2A

PHASE 2A

PHASE 2B

SECTION 32

SECTION 36

SECTION 31

LOT 30  
160 acre

LOT 38  
160 acre

LOT 40  
160 acre

LOT 23

LOT 31  
160 acre

LOT 37  
84 acre

LOT 29

LOT 32  
160 acre

LOT 27  
160 acre

LOT 28  
160 acre

SECTION 29

LOT 36  
163 acre

LOT 33  
160 acre

LOT 35  
163 acre

LOT 34  
161 acre

00223017 Rk 00457 P3 00481

Legend:  
 160 Acre  
 84 Acre  
 163 Acre  
 161 Acre  
 160 Acre  
 163 Acre



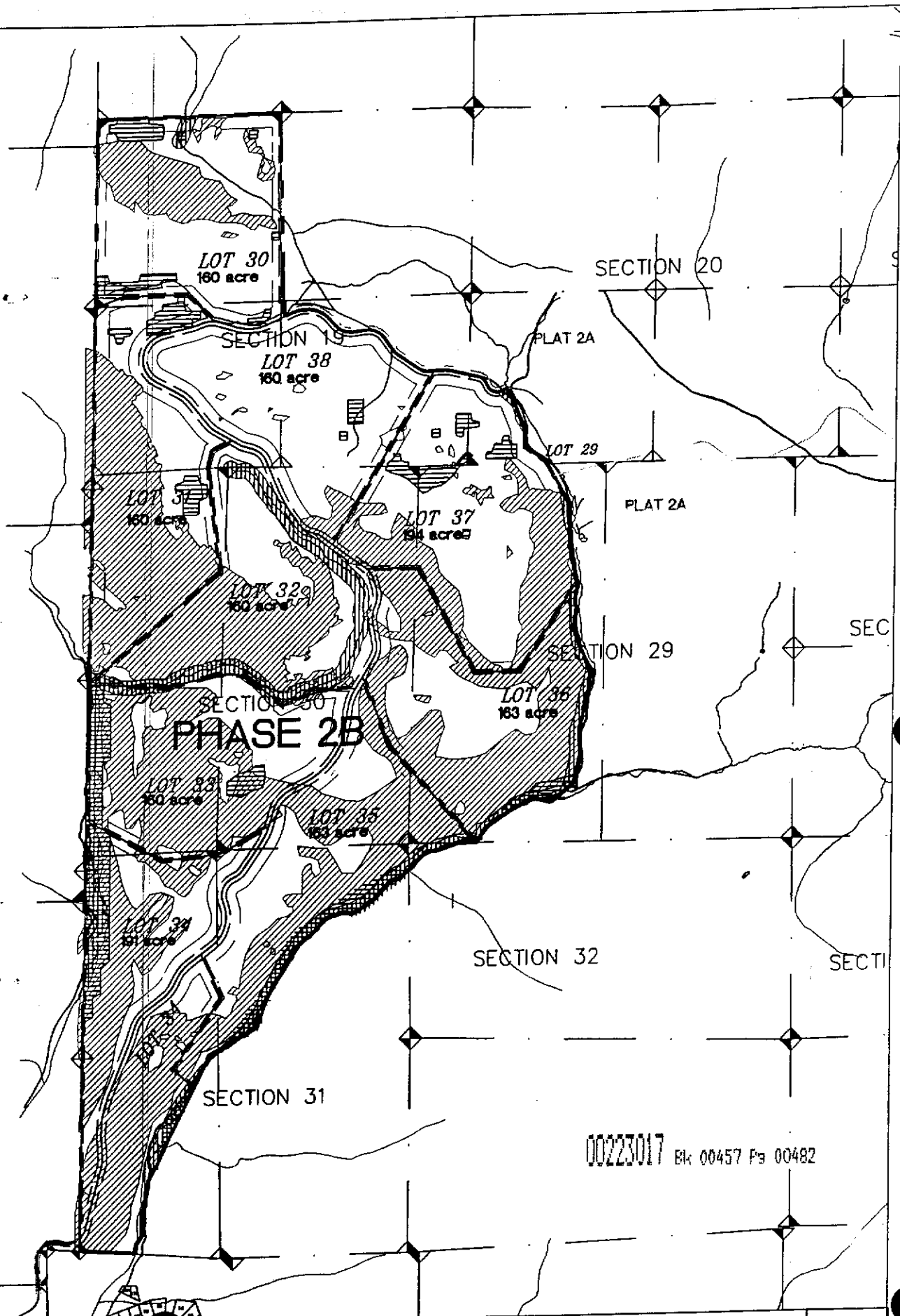
HEBER RANCHES, L.L.C.  
1212 SOUTH 900 WEST  
SALT LAKE CITY, UT 84101  
(801) 266-1600

EXHIBIT "B"  
TO  
SUPPLEMENT NO. 4 TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WOLF CREEK RANCH  
Map showing the Approximate Location of Additional Land

10-22-02  
10-22-02  
10-22-02  
10-22-02  
10-22-02



**EXHIBIT "c"**  
**TO**  
**SUPPLEMENT NO. 4 TO THE DECLARATION**  
**OF COVENANTS, CONDITIONS AND**  
**RESTRICTION FOR WOLF CREEK RANCH**



00223017 Blk 00457 Pg 00482

**LEGEND**

	BOUNDARY
	PREP. ROAD
	PREP. LOT LINES
	SECTION LINES
	LINE OF LAKES AND STREAMS
	DIRT ROAD
	EASEMENT
	SETBACK
	MINIMUM RESOURCE CONSTRAINTS
	STEEP SLOPE AND BREAK SLOPE

**HEBER RANCHES, L.L.C.**  
 1132 SOUTH 500 WEST  
 SALT LAKE CITY, UT 84101  
 (801)-588-2000

**EXHIBIT "c"**  
**TO**  
**SUPPLEMENT NO. 4 TO THE DECLARATION**  
**OF COVENANTS, CONDITIONS AND**  
**RESTRICTION FOR WOLF CREEK RANCH**  
 The Constraints Map

DATE	01-10-00
REVISED	01-10-00
SCALE	1"=3000'
BY	
CHECKED	
DATE	11/1/00

**EXHIBIT "D"**  
**TO**  
**SUPPLEMENT NO. 4 TO THE DECLARATION**  
**OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR WOLF CREEK RANCH**

A copy of Supplement No. 4 to The General Environmental  
and Architectural Guidelines for Wolf Creek Ranch

00223017 Blk 00457 Pa 00483

**SUPPLEMENT NO. 4 TO THE GENERAL ENVIRONMENTAL AND  
ARCHITECTURAL GUIDELINES FOR WOLF CREEK RANCH**

THIS SUPPLEMENT NO. 4 TO THE GENERAL ENVIRONMENTAL AND ARCHITECTURAL GUIDELINES FOR WOLF CREEK RANCH (this "Supplement No. 4") has 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 dated September 1, 1998, as amended by that certain Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions For Wolf Creek Ranch dated April 29, 1999 ("Amendment No. 1"), as supplemented and amended by that certain Supplement No. 1 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated June 18, 1999, as supplemented and amended by that certain Supplement No. 2 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated June 30, 1999, as supplemented and amended by that certain Supplement No. 3 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated Feb. 17, 2000, and as supplemented and amended by that certain Supplement No. 4 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated Feb. 17, 2000 (collectively referred to herein as the "Declaration"), which Declaration 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.

1. In connection with the recording in the Office of the Recorder of Wasatch County, Utah of the subdivision plat for Wolf Creek Ranch Plat 2B and the Supplement No. 4 to the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch, the Architectural/Technical Committee hereby adopts this Supplement No. 4 for the purpose of amending certain definitions contained within The General Environmental and Architectural Guidelines for Wolf Creek Ranch as previously adopted and amended (the "Guidelines"), and for the purpose of clarifying that the Guidelines, as previously adopted and amended and as amended by this Supplement No. 4, pertain to all the real property located in Wasatch County, Utah which is included within the subdivision known as Wolf Creek Ranch Plat-A Corrected, Wolf Creek Ranch Plat B, Wolf Creek Ranch Plat C, Wolf Creek Ranch Plat 2A and Wolf Creek Ranch Plat 2B (the "Subdivision").

2. Every reference to the term "Property" in the Guidelines shall be deemed to be a reference to the real property described on the subdivision plats for the Subdivision, and the Guidelines shall apply to all of the property located within the Subdivision.

3. Every reference to the term "Plat" in the Guidelines shall be deemed to be a reference to the Plats of the Subdivision known as Wolf Creek Ranch Plat-A Corrected, Wolf Creek Ranch Plat B, Wolf Creek Ranch Plat C, Wolf Creek Ranch Plat 2A and Wolf Creek Ranch Plat 2B, as approved by Wasatch County and recorded in the Office of the Recorder of Wasatch County, Utah, and any amendments thereto that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any.

00223017 Blk 00457 Pg 00484

4. Every reference to the term "Parcel" in the Guidelines shall be deemed to be a reference to any numbered building Parcel shown on the Plat of the Subdivision.

5. Except as expressly provided in this Supplement No. 4, all of the terms and conditions of the Guidelines are unmodified and remain in full force and effect.

ADOPTED BY THE ARCHITECTURAL/TECHNICAL COMMITTEE AND DATED TO BE EFFECTIVE THIS 17<sup>th</sup> DAY OF Feb., 2000.

00223017 BK 00457 Pg 00485