

WOLF CREEK PROPERTIES

"DECLARATION OF TERMINATION"



W2642507

June 25, 2013

Weber County Recorders Office
2580 Washington Blvd. #370
Ogden, Utah 84401
801-399-8441

EH 2642507 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
25-JUN-13 1033 AM FEE \$25.00 DEP JKC
REC FOR: RAWN HUTCHINSON

Dear County Recorder,

Reference E #2383712 and E #2384877

The Termination of the declaration of covenant regarding mandatory membership
in the Wolf Creek Resort Club dated January 7, 2009.

In regards to The Highlands at Wolf Creek Weber County Utah:

Phase #7

Lots #98, 99, 100, 104, 105, 106, 107, 108, 110, 113, 114

(22-247-0002, 0003, 0004, 0008, 0009 / 22-248-0001, 0002, 0003, 0004, 0008, 0009) ✓

and

The Highlands at Wolf Creek Weber County Utah

Phase #8

Lot #116

(22-249-0002) ✓

As stated on Page 5, Article IV, Paragraph 4.3, (Copy Attached) this covenant may
be terminated by acquiring signatures of:

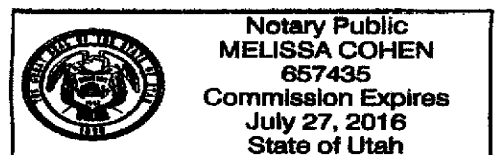
The Club Operator

Being as The Wolf Creek Resort Club (Club Operator) has declared bankruptcy
and is no longer in existence, the Club Operator signature is not available and or
required.

Owner of The Majority of Lots
Blue Diamond Entertainment

Rawn Hutchinson
President

Melissa Cohen. 6/25/2013
MELISSA COHEN.
NOTARY PUBLIC



All-purpose Acknowledgment

STATE OF Utah , COUNTY OF Weber .

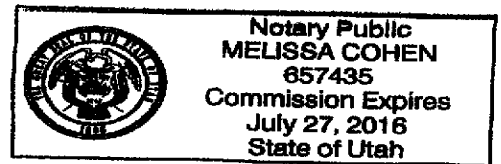
On 6/25/2013 before me, the undersigned, a Notary Public in and for said State, personally appeared

Rachel Hutchinson

personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Melissa Cohen
Name (type or printed) Melissa Cohen
My commission expires: 6/25/2013



Attention: President

(b) If to an Owner:

The address of such Owner's Lot

All such notices shall, for all purposes, be deemed delivered and received (a) upon personal delivery to the addressee, or (b) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

4.2 Amendment. So long as Declarant owns any portion of the Club Property or the property subject to the Master Declaration, or has an option unilaterally to submit additional property to the Master Declaration in accordance with its terms, Declarant may unilaterally amend this Covenant to withdraw from its coverage property described on Exhibit A or Exhibit B, to substitute a different parcel or parcels of property for that previously described on Exhibit B, or to include additional property on Exhibit A, or Exhibit B; provided, if Declarant is not the owner of the property withdrawn, substituted or added, the consent of the owner shall be required. Otherwise, this Covenant may be amended only by an instrument signed by the Club Operator and by owners of a majority of the Lots, and by Declarant, so long as Declarant has any rights under this Section, which amendment is recorded with the Weber County Recorder. Amendments to this Covenant shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted.

4.3 Duration; Termination. This Covenant may be terminated only by an instrument signed by the Club Operator and by owners of a majority of the Lots, and by Declarant so long as Declarant has any rights under this Section, which instrument is recorded in the office of the Weber County Recorder. Unless terminated as provided herein, this Covenant shall have perpetual duration. If Utah law limits the period during which covenants may run with the land, then to the extent consistent with such law, this Covenant shall run for a period of 20 years and shall automatically be extended at the expiration of such period for successive periods of 20 years each. If any provision of this Covenant is judicially determined to be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth H. Queen of England.

4.4 Transfer of Club's Facilities. The transfer of any portion of the Club Property by Declarant shall not affect the continued validity or enforceability of this Covenant, unless amended by Declarant as provided in Section 4.2 or terminated in accordance with Section 4.3.

4.5 Construction; Severability. This Covenant shall be governed by and construed under Utah law. Invalidation of any provision of this Covenant, in whole or in part, by judgment or court order shall not affect other provisions.

4.6 Waiver. No failure of Declarant, the Club Operator, or any Owner to exercise any right or power under this Covenant or to insist upon strict compliance with this Covenant and no custom or practice at variance with the terms of this Covenant shall constitute a waiver of the right thereafter to demand exact compliance with the terms of this Covenant.

4.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

[Signature page follows]