

WHEN RECORDED, MAIL TO:

Wolf Creek Ranch Homeowners Association, Inc.  
Attn: Board of Trustees  
3480 E. Bench Creek Road  
Woodland, Utah 84036

**AMENDMENT NO. 3 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOLF CREEK RANCH**

THIS AMENDMENT NO. 3 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH (this "**Amendment**"), is made this 4~~th~~ day of April, 2011, by the Wolf Creek Ranch Homeowners Association, Inc., a Utah non-profit corporation (referred to herein as the "**Association**"), and is consented to by at least eighty percent (80%) of the Members of the Association, i.e., the Owners of the Parcels comprising the Property (as those terms are hereinafter defined).

**RECITALS:**

A. Heber Ranches, L.L.C., a Utah limited liability company and Aspen Ridge Ranches, L.L.C., a Utah limited liability company (collectively, "**Declarant**"), subjected that certain real property, containing approximately fourteen thousand (14,000) acres of real property which is legally described in **Exhibit A** attached hereto and incorporated herein (the "**Property**"), to that certain Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch, dated September 1, 1998, which was recorded in the office of the Wasatch County Recorder of the State of Utah, on September 8, 1998, as Entry No. 00206518, in Book 00395, Pages 00003-00122 (the "**Initial Declaration**"), as amended by that certain Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch, recorded on May 13, 1999, as Entry No. 214016, in Book 432, at Page 742, as further amended by that certain Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch ("**Amendment No. 2**"), recorded on November 13, 2002, as Entry No. 250729 in Book 587 at Page 771, and as supplemented from time to time (collectively, as amended and supplemented, the "**Declaration**").

B. The Property is commonly known as "*Wolf Creek Ranch*" and has been developed as a premier ranch community, owned and maintained as a unique, highly-desirable, residential development which emphasizes the preservation of a mountain/rustic atmosphere, including the preservation of open space, the protection of wildlife and wildlife habitat, and the provision of opportunities for equestrian uses.

C. The Owners (as defined in the Declaration) of at least eighty percent (80%) of the Parcels (as defined in the Declaration), which comprise the Property, desire to amend the Declaration as more particularly set forth hereinafter.

**NOW, THEREFORE**, the Association, acting on the affirmative vote of the Owners (as described above) hereby declares as follows:

**1. RECITALS/DEFINED TERMS.** The foregoing Recitals are hereby incorporated into this Amendment in their entirety. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Declaration.

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

**1.2 "Ranch"** shall mean the entire Property comprising the community known as "*Wolf Creek Ranch*".

**1.3 "Ranch Manager"** shall mean a duly appointed and qualified ranch manager, as appointed by the Board of Trustees from time to time.

**2. ASSIGNMENT OF DECLARANT'S RIGHTS TO ASSOCIATION.** As of the date of recording of this Amendment, Declarant and its successors have sold-off a majority of the Parcels within the Subdivision to third party Owners. Accordingly, the Association, on behalf of the Owners, desires to set forth its declaration that the Association has succeeded to the power and authority of Declarant under the Declaration and, except as provided below, the Association shall have all of the rights, powers, and authority of Declarant as set forth in the Declaration with respect to the Property. Notwithstanding the foregoing, nothing contained in this Section shall limit any of Declarant's rights or authority as provided in the Declaration with respect to any of the Parcels within the subdivision which Declarant (or its affiliate) now, or in the future, owns or controls an interest in; which rights, powers, and authority are hereby expressly reserved unto Declarant. In addition, nothing contained herein shall limit Declarant's ability to develop, market, and sell any such Parcels owned or controlled by Declarant (or its affiliates), in accordance with and as contemplated by the Declaration.

**3. SUBORDINATION OF ARCHITECTURAL TECHNICAL COMMITTEE.** The Association, on behalf of the Owners, hereby declares that the Architectural/Technical Committee shall be subordinate to the authority of the Board of Trustees established pursuant to the bylaws of the Association. In the event of a dispute among the members of the Architectural/Technical Committee, the Board of Trustees shall be consulted with and shall have the overriding vote to settle any such dispute or to break any deadlocked vote of the Architectural/Technical Committee. In any instance where the Architectural/Technical Committee is empowered to take action under the Declaration (except for the reviewing of plans/submittals for the construction or installation of Improvements, which is reserved solely to the Architectural/Technical Committee), the Board of Trustees may take such action, approve or disapprove of a Parcel Owner's request, or issue a ruling on behalf of the Association or the Architectural/Technical Committee (but with prompt notice to the Architectural/Technical Committee), as the Board of Trustees deems reasonably necessary or prudent under the circumstances and otherwise in accordance with the guidelines established in, and pursuant to, the Declaration.

4. **JSSD WATER DELIVERY SYSTEM.** Section 6.16 of the Initial Declaration (concerning the Water Delivery System) is hereby amended to add the following new subsections as follows:

“(e) Notwithstanding anything in Section 6.16 of the Initial Declaration to the contrary, all Parcels within the Subdivision other than Lots 55, 56, 101, 102, 103, 104, 105, 106, 107, and 108 are intended to be served by a water delivery system (“**JSSD Water Delivery System**”) owned, operated, maintained, repaired, and controlled by the Jordanelle Special Service District (“**JSSD**”), pursuant to a written agreement between Declarant and the JSSD, dated as of October 15, 2007 (the “**JSSD Agreement**”). Accordingly, the Association shall have no liability, obligation or duty with respect to the ownership, operation, maintenance, repair, and replacement of the JSSD Water Delivery System, all of which has been fully assumed by the JSSD. The JSSD shall be entitled to assess and charge to the Owners of the Parcels within the Subdivision (who are connected to, and served by, the JSSD Water Delivery System) such fees and charges as the JSSD lawfully establishes from time to time with respect to the operation, maintenance, repair, and replacement of the assets comprising the JSSD Water Delivery System. As long as each applicable Parcel Owner continues to own appropriate water rights (appurtenant to their Parcel), and dedicates those rights for delivery by the JSSD through the JSSD Water Delivery System, the JSSD shall delivery or continue to deliver water to such Parcel pursuant to the JSSD Agreement. In the event that any Parcel Owner sells, transfers, or otherwise alienates such Owner’s respective water rights (e.g., sells or otherwise transfers their respective water shares), then the JSSD shall have no obligation to deliver water to such Parcel pursuant to the JSSD Agreement. In addition, the JSSD shall have the right to meter and restrict the delivery of water to a Parcel through the JSSD Water Delivery System based on the water right(s) owned by such Parcel Owner with respect to such Parcel.

(f) Each Owner served, or to be served, by the JSSD Water Delivery System, shall pay the JSSD directly for the applicable “standby fee” and/or “connected fee” water service charges (or “lot charges”) for water service delivered by the JSSD to such Owner’s Parcel(s). Owners who plan to build Permitted Improvements on their Parcel(s) are directed to contact the JSSD to discuss JSSD Water Delivery System connection requirements, specifications, and applicable meter connection fees/charges, and the payment thereof. All initial connections to the JSSD Water Delivery System, and the ongoing maintenance of such connections, are the responsibility of the respective Owner.

(g) Notwithstanding anything contained herein or in the Initial Declaration to the contrary, the Association shall have the right to collect assessments from the Owners of all Parcels in the Subdivision for water supplied to, or consumed on, the Common Areas and amenities of the Ranch (as a Common Area expense), which shall be each Owner’s responsibility to pay for proportionally (as an assessment), as prescribed by the Initial Declaration.”

5. **UNACCOMPANIED GUESTS/ INVITEE RESTRICTIONS.** The Association welcomes Members and Member’s guests to utilize the amenities, facilities, and Common areas of the Ranch, subject to the following provisions set forth below:

(a) A Guest (defined below) shall be Accompanied (defined below) at all times by a Member (defined below) while on or utilizing Ranch amenities, facilities/Common Areas. As used herein, "Guest" shall mean any guest or invitee of a Member. As used herein "Accompanied" shall mean physically on the Ranch at the same time as the applicable Member. As used in this Section, "Member" shall mean any Owner of a Parcel or an immediate family member of such Owner (18 years of age or older) e.g., a grandparent, mother, father, sibling, brother, or sister (i.e., horizontal or vertical immediate family). For an Owner that is an entity (LLC, trust or otherwise), "Member" shall include the person(s) who own/control such entity.

(b) A Guest may only utilize the Ranch amenities, facilities/Common Areas without being Accompanied if a Member provides prior written notification to the Ranch Manager (or its appropriate staff) of the identity of each unaccompanied Guest of such Member and the extent to which such Guest will utilize the Ranch amenities, facilities/Common Areas ("Guest Notice"). In any event, no more than three (3) Guests of any Member shall be permitted to utilize the Ranch's amenities, facilities/Common Areas at any given time without being Accompanied except with the express authorization of the Ranch Manager, which authorization may be withheld in its reasonable discretion.

(c) A Member shall be responsible for the conduct of its Guests at the Ranch, including, but not limited to any act that results in damage to the Ranch, Ranch amenities, facilities/Common Areas, persons, or other property.

(d) The Association may employ security personnel to patrol the Ranch amenities, facilities/Common Areas and enforce the foregoing provisions. If a Guest is found to be using the Ranch amenities, facilities/Common Areas without being Accompanied, and a Guest Notice has not been provided to the Ranch Manager concerning such particular usage of the Ranch amenities, facilities/Common Areas, such Guest may be: (a) physically removed from the Ranch, or (b) directed to promptly return to the applicable Member's property as determined by the Association's security personnel or the Ranch Manager in the exercise of their reasonable discretion. In addition, such Guest may be issued a citation by the Association's security personnel or Ranch Manager.

(e) The Board of Trustees shall have the right to send written notification of a violation, and/or issue a citation, to the applicable Member. If a Member receives more than two (2) such notifications or citations during any given year, and if the Board of Trustees finds, in its reasonable opinion, that such Member is habitually permitting the violation of the foregoing restrictions, the Board of Trustees may fine such Member a reasonable amount, taking into consideration the circumstances surrounding the unaccompanied usage of Ranch amenities, facilities/Common Areas by Guests of such Member. Additionally, such fine may be treated as a special assessment against the violating Member's Parcel(s) and may be enforced in the same manner as other assessments pursuant to the Declaration. The Board of Trustees shall also have the right, but not the obligation, to seek a court order enjoining further violations of the foregoing restrictions by such violating Member.

6. **ASSESSMENTS FOR DISCHARGED ASSESSMENT LIENS.** Without limiting the provisions of **Section 4.6** of the Initial Declaration, any Lender who obtains title to a

Parcel by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any person who obtains title at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrued prior to the time such lender or purchaser takes title to such Parcel (as provided by state law), except for future liens or claims of the Association for a share of such discharged Assessments resulting from a pro-rata reallocation of such discharged Assessments to all Owners' Parcels comprising the Property, which the Association may assess at its reasonable discretion.

7. **ADDITIONAL REMEDIES OF THE ASSOCIATION FOR NON-PAYMENT OF ASSESSMENTS.** Section 4.6 of the Initial Declaration (concerning the collection of assessments by the Association) is hereby amended to add the following new subsections, as follows:

**4.6.1 Suspension of Utilities and Right to Use Amenities for Non-Payment of Assessments.** If an Owner fails or refuses to pay any assessment when due, the Board of Trustees may: (a) temporarily terminate the Owner's right to receive applicable utility services provided and/or managed by the Association; (b) temporarily terminate the Owner's right of access to and/or use of recreational amenities/facilities within the Subdivision after giving written notice and an opportunity to be heard, as set forth below; and (c) may otherwise temporarily suspend the Association membership rights of any Owner who is in default in the payment of any assessment, in any manner in which the Board of Trustees reasonably sees fit.

**4.6.2 Appeals Process; Hearing.** Before terminating utility services or rights of access to and/or use of recreational facilities/amenities within the Subdivision, the Board of Trustees, or its agent, shall give written notice to the applicable Owner which notice shall state: (a) utility services and/or rights of access and/or use of recreational amenities/facilities within the Subdivision may be terminated if payment of the applicable assessment(s) is/are not received by a date specified in such notice which date shall be at least ten (10) days from the date of such notice; (b) the amount of the assessment(s) due, including any interest or late payment fee(s); and (c) the right to request a hearing. An Owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the Board of Trustees within such ten (10) day period from the date the notice is received. A notice under this Section shall be considered received on the date: (a) it is hand delivered, (b) it is delivered by certified mail, return receipt requested, or (c) five (5) days after it is deposited in the U.S. Mail postage prepaid, addressed to the Owner's last known address on the books and records of the Association. The hearing shall be conducted in accordance with standards provided in the Association's bylaws, in the Association's rules, or otherwise in any reasonable manner. If a hearing is requested by an Owner, utility services and/or rights of access and/or use of recreational amenities/facilities within the Subdivision may not be terminated until after the hearing has been conducted and a final decision has been entered by the Board of Trustees.

**4.6.3 Personal Obligation of Owner.** The amount of any regular or special assessment against any Parcel (along with any interest charged on such assessments, late charges, costs and reasonable collection and/or attorneys' fees incurred in connection with collection of the same), shall be the personal obligation of the Owner of such Parcel to the Association. Suit to recover a money judgment for such personal obligation may be brought and

prosecuted by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by abandonment of his or her Parcel, or by waiving any utilities, services, or amenities or recreational facilities of the Association or the Ranch. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees and court costs."

8. **RESERVES.** Notwithstanding the provisions of Section 2 of Amendment No. 2 which: (a) created Section 4.10(d) of the Initial Declaration; and (b) established the Association's "Capital Reserve Fund" together with the applicable uses of such "Capital Reserve Fund"; the association may, in addition to the Real Estate Transfer Assessments (aka, the reinvestment fee), as levied under Section 2 of Amendment No. 2, fund/maintain the "Capital Reserve Fund" with or out of regular assessments or through special assessments, as approved by the Owners in connection with the Owners' approval of the Association's annual budget.

9. **INSURANCE REVIEW.** No less than every two (2) years, the Board of Trustees shall use reasonable efforts to obtain a written report by a reputable independent insurance broker or consultant setting forth the existing insurance obtained pursuant to the Declaration and stating whether, in the opinion of such broker or consultant, the insurance complies with the requirements of this Declaration and is otherwise commercially reasonable and prudent given the nature of the Subdivision. Such report may also set forth recommendations regarding current policy provisions and such additional insurance as the broker or consultant shall recommend for the protection of the Owners in light of the insurance then-available and the prevailing practice with respect to other similar communities. The Board of Trustees shall be fully protected in relying on the written report furnished pursuant to this Section provided that reasonable care and prudence were exercised in selecting such independent insurance broker or consultant.

10. **DELEGATION OF AUTHORITY FROM ARCHITECTURAL/ TECHNICAL COMMITTEE TO BOARD OF TRUSTEES AND RANCH MANAGER.** The following provisions of the Initial Declaration are hereby amended or deleted in their entirety (as applicable) and restated to read as follows:

(a) Section 5.4 of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

"5.4 Variances. The Architectural/Technical Committee (upon prior written approval of the Board of Trustees) may deviate from the requirements contained in the Guidelines under extenuating circumstances, when compliance with the Guidelines would create an unreasonable hardship or burden for a Parcel Owner. No such variance may be granted, however, without the unanimous written consent of the Board of Trustees. Furthermore, neither the Architectural/Technical Committee nor the Board of Trustees may, however, deviate beyond the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision."

(b) **Section 5.11** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

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

(c) **Section 5.12** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

“5.12 **Environmental Management Responsibilities.** After their initial creation by the Architectural/Technical Committee, the Board of Trustees, on behalf of the Association, shall have the responsibility of adopting and amending the procedures, additions, amendments, and policies of the Resource Management Plan - Wolf Creek Ranch (the “**Resource Management Plan**”), a copy of which is attached as Exhibit “A” to the Guidelines which may be obtained from the Association by any Owner. The Board of Trustees shall use the Resource Management Plan as baseline data for purposes of considering the condition of the natural resources located upon all Property within the Subdivision. The Board of Trustees, on an annual basis, shall examine the conditions of the natural resources on all of the Property within the Subdivision, which examination shall include such issues as the condition of the range, weed control, fire suppression and wildlife management. Upon the completion of such annual examination, the Board of Trustees shall prepare a written summary of findings regarding the condition of the natural resources within the Subdivision. Such written summary shall compare the then present condition of the natural resources within the Subdivision to the condition of such natural resources as described in the written summary prepared for the previous year. Based upon such annual examination, the Board of Trustees shall take such action as it deems reasonably appropriate in order to ensure proper natural resource management in accordance with the guidelines set forth in the Resource Management Plan.”

(d) **Section 6.7** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

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

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

(e) **Section 6.19** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

"6.19 Groundwater Protection. Except for the use on the Property of approved septic tank systems, and except for propane storage tanks, no underground storage tanks for fuels or chemicals of any kind may be installed on the Property. Except for water tanks comprising a part of the Water Delivery System and except for: (a) propane storage tanks; and (b) reasonable diesel or gasoline fuel storage tanks (for personal use) which shall meet all applicable state and federal regulations/guidelines for such fuel storage, shall be responsibly used and maintained by the applicable Owner, and which shall be approved by the Architectural/Technical Committee in its reasonable discretion no above ground storage tanks shall be permitted. The cost to install any propane or fuel storage tanks and to obtain propane or fuel delivery service on any Parcel shall be the sole responsibility of each Parcel Owner. The commercial application of pesticides, insecticides, fungicides, biocides, or other chemicals, except fertilizers, is prohibited, except for applications in conjunction with the preservation or enhancement of the rangelands and other natural areas within the Subdivision, all of which shall be professionally applied under the direction or oversight of the Board of Trustees."

(f) **Section 6.22** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:



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

(g) Section 6.23 of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

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

(h) Section 6.24 of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

“6.24 Restrictions on Vehicles. All vehicles operated within the Subdivision shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise. All vehicles shall be

operated only on such roads and trails as may be designated from time to time by the Board of Trustees (or the Ranch Manager, if designated by the Board of Trustees) for the operation of such vehicles, and no vehicle shall be operated in any manner which could cause damage or harm to the natural environment and landscape of the Property or any of the wildlife on the Property. The Board of Trustees (or the Ranch Manager, if designated by the Board of Trustees) shall have the power to restrict the use of any vehicle in any manner which creates any nuisance or any offensive or objectionable noise or in any manner which poses a threat to the natural environment and landscape of the Property or to any of the wildlife on the Property. In no event shall motor driven bikes or other vehicles be operated at any location within the Subdivision unless the noise emitted by such vehicle is muffled to comply with the noise standards established from time to time by the Board of Trustees. Mufflers on all vehicles operated within the Subdivision must conform to the noise standards established from time to time by the Board of Trustees. All drivers of vehicles must be legally licensed. Under no circumstances will motorized vehicles, including but not limited to snowmobiles, dirt bikes, and other forms of such all terrain vehicles, be used to pursue the native wildlife.”

(i) **Section 6.25** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

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

(j) **Section 6.26** of the Initial Declaration is hereby deleted in its entirety and restated to read as follows:

“6.26 **Equestrian Trail Easements.** The Board of Trustees shall establish a system of equestrian trails within the Subdivision. The location of the equestrian trails shall be limited to the easement corridors which are established on the Plat within 300 feet on each side of the boundary lines of the Parcels within the Subdivision. The equestrian trail easements and all other trail easements established within the Subdivision are established for the use and benefit of all of the Owners of the Parcels within the Subdivision and the guests and invitees of such Owners. The equestrian trail easements and all other trail easements established within the Subdivision are not created for the use or benefit of the general public, and the Owners and the Association shall be entitled to take such legal action as is necessary in order to preclude the general public from utilizing such trail easements within the Subdivision. No improvements of any kind, including without limitation fences or other types of barriers or obstructions, shall be constructed within the equestrian trail easements located on the Parcels within the Subdivision.”

**11. GRAZING LEASES.** Notwithstanding anything contained in Section 6.28 of the Initial Declaration to the contrary the Board of Trustees, on behalf of the Association, shall have the authority to enter into such grazing leases or amendments/replacements thereof (to continue, renew, or restate the existing "Grazing Lease" set forth in the Initial Declaration), as the Board of Trustees deems prudent in the best interest of the Association/Ranch to maintain its Greenbelt status, and consistent with the intent of the Initial Declaration. The management and oversight of any grazing lease on the Ranch shall be within the purview and responsibility of the Board of Trustees (as opposed to the Architectural/Technical Committee).

**12. CONSTRUCTIONS REGULATIONS.** Owners wishing to construct any Permitted Improvements on a Parcel shall be required, prior to any such construction, to obtain the then-latest construction regulations promulgated by the Architectural/Technical Committee. In addition, Owners wishing to construct any Improvements on a Parcel shall also be required to comply with any applicable construction enforcement and compliance policies adopted by the Architectural/Technical Committee from time to time.

**13. ADDRESS OF THE ASSOCIATION.** The last sentence of Section 11.19 of the Initial Declaration shall be deleted in its entirety and restated to read as follows:

"The address of the Association is 3480 E. Bench Creek Road, Woodland, Utah 84036."

**14. MISCELLANEOUS.**

**14.1 Authority.** Each of the individuals who have executed this Amendment represents and warrants that he or she is duly authorized to execute this Amendment on behalf of Association for whom they are signing.

**14.2 Successors and Assigns.** Except as expressly set forth herein, this Amendment shall be binding upon and shall inure to the benefit of the Owners and their respective successors and assigns.

**14.3 Effect of Amendment.** Except as amended hereby, the terms and provisions of the Declaration are unmodified and in full force and effect. In the event of any inconsistencies between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

**14.4 Severability.** If any clause, sentence or other portion of this Amendment shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

**14.5 Certification.** The undersigned, being an officer of the Association, hereby certifies in his official capacity (but without any personal liability of any kind) that this Amendment has been duly approved by no less than the required number of Owners/members of the Association, by an affirmative vote of such Owners/members during the annual meeting of the Owners/members held on February 19, 2011, and otherwise as prescribed by the governing documents of the Association.



**EXHIBIT A  
TO AMENDMENT NO. 3 TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WOLF CREEK RANCH**

**LEGAL DESCRIPTION OF PROPERTY**

[Attach legal description of Entire Ranch (i.e., all property)]

All of WOLF CREEK PLAT A CORRECTED as recorded entry # 214015 book 423 pages 722-741 as recorded in Wasatch County, Utah

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 or 10 lots.

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**Plat B**

All of WOLF CREEK PLAT B as recorded entry # 215619 book 429 pages 336-345 as recorded in Wasatch County, Utah

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 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 or 7 lots.

#### Plat C and Plat C amending lots 21-23

All of WOLF CREEK PLAT C as recorded entry # 217631 book 436 pages 484-493 as recorded in Wasatch County, Utah

and All of WOLF CREEK PLAT C AMENDING LOTS 21, 22, AND 23 as recorded entry # 220848 book 449 pages 320-329 as recorded in Wasatch County, Utah

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 or 6 lots.

### Plat 2A

All of WOLF CREEK PLAT 2A as recorded entry # 223001 book 457 pages 314-333 as recorded in Wasatch County, Utah

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 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 6 lots or 960 ac.

### Plat 2B

All of WOLF CREEK PLAT 2B as recorded entry # 223014 book 457 pages 418-437 as recorded in Wasatch County, Utah  
and

All of WOLF CREEK PLAT 2B AMENDING LOT 30 AND PLAT 2B BOUNDARY as recorded entry # 251665 book 593 pages 56-75 as recorded in Wasatch County, Utah

BEGINNING at the North 1/4 Corner of Section 19, Township 3 South, Range 6 East, Salt Lake Base and meridian, and running thence along the 1/4 Section Line S 00°04'32" W 2581.37 feet to the Center of Section 19, thence along the Section Line N 89°22'46" E 30.11 feet, to the Boundary line of Wolf Creek Plat 2A, 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 28 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, 21) thence S 08°27'59" W 225.47 feet, 22) thence S 20°53'31" W 75.06 feet, 23) thence S 05°47'53" W 92.54 feet, 24) thence S 01°44'58" E 240.44 feet, 25) thence S 20°20'19" W 35.65 feet, 26) thence S 06°30'12" E 61.95 feet, 27) thence S 35°10'51" W 183.84 feet, 28) 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 287.67 feet, thence N 77°00'10" W 323.72 feet, thence N 35°47'32" W 274.24 feet, thence N 00°09'43" W 156.56 feet, thence N 43°29'40" E 699.70 feet to the Range Line, thence along the Range Line N 00°19'06" E 1370.32 feet to the Northwest Corner of Section 19, thence along Section Line S 89°50'05" E 2615.38 feet to the point of BEGINNING. Parcel contains 1,532 acres or 9 lots.

### Plat 3A

All of WOLF CREEK PLAT 3A as recorded entry # 225939 book 470 pages 53-72 as recorded in Wasatch County, Utah

BEGINNING at the Northeast Corner of Section 3, Township 4 South, Range 6 East, Salt Lake Base and Meridian, and running thence along the Township Line the following 3 calls; 1) thence N 88°20'42" E 61.19 feet, 2) thence N 88°20'42" E 2794.14 feet, 3) thence S 88°47'24" E 1646.57 feet, thence S 03°26'31" E 1225.95 feet to a point on a 150.00' radius non-tangent curve to the right, thence along arc of said curve 803.92 feet through a delta of 307°04'30" (chord bears S 12°36'32" W 133.68 feet), thence S 35°51'34" W 716.62 feet, thence S 26°45'59" W 1135.89 feet to a point on a 300.00' radius non-tangent curve to the left, thence along arc of said curve 255.66 feet through a delta of -48°49'41" (chord bears N 61°06'38" E 248.00 feet), thence N 36°41'48" E 661.51 feet to a point on a 1000.00' radius curve to the right, thence along arc of said curve 1142.29 feet through a delta of 65°26'53" (chord bears N 69°25'15" E 1081.19 feet), thence S 77°51'19" E 401.79 feet to a point on a 150.00' radius curve to the left, thence along arc of said curve 292.72 feet through a delta of -111°48'41" (chord bears N 46°14'21" E 248.43 feet), thence N 09°40'00" W 278.77 feet to a point on a 150.00' radius curve to the right, thence along arc of said curve 384.13 feet through a delta of 146°43'42" (chord bears N 63°41'51" E 287.44 feet, thence S 42°56'18" E 883.98 feet to a point on a 400.00' radius curve to the right, thence along arc of said curve 273.17 feet through a delta of 39°07'44" (chord bears S 23°22'26" E 267.89 feet), thence S 03°48'34" E 82.20 feet to a point on a 2500.00' radius curve to the left, thence along arc of said curve 622.95 feet through a delta of -14°16'37" (chord bears S 10°56'53" E 621.34 feet), thence S 77°51'00" W 495.43 feet, thence S 41°41'40" W 727.47 feet, thence S 81°26'04" W 549.56 feet, thence S 51°47'40" W 2160.31 feet, thence S 49°18'29" E 269.63 feet to the South Section Line of Section 2, thence along the Section line S 89°10'30" W 1284.32 feet, thence N 45°29'55" W 1220.73 feet, thence S 89°59'59" W 3820.38 feet, thence N 00°46'55" W 2210.46 feet, thence S 89°27'00" W 3236.09 feet, thence N 69°12'08" W 345.67 feet, thence West 970.44 feet to the South 1/4 of the Northeast 1/4 of Section 4, thence along said centerline of the Centerline of the Northeast 1/4 of Section 4, N 00°04'49" W 1606.63 feet, thence S 89°50'43" E 1296.55 feet to the West Line of Section of Section 3, thence along said line N 00°01'26" E 429.00 feet to the Northwest Corner of Section 3, thence along Township Line N 88°45'48" E 155.53 feet to the Southwest Corner of Section 34, thence along Township line N 88°45'48" E 2568.28 feet to the N 1/4 of Section 3, thence along the Township Line S 89°31'49" E 81.21 feet to the S 1/4 of Section 34, thence along the Township Line S 89°31'49" E 2587.86 feet to the point of BEGINNING. Parcel contains 1,007 acres or 6 lots.

All of WOLF CREEK PLAT 3B as recorded entry # 229587 book 486 pages 1-20 as recorded in Wasatch County, Utah

BEGINNING at the Northwest Corner of Section 4, Township 4 South, Range 6 East, Salt Lake Base and Meridian, and running thence along the Township Line S 87°42'13" W 2564.07 feet, thence N 00°24'39" W 1411.74 feet, thence S 88°59'07" W 2708.89 feet to the Section Line, thence along Section Line N 00°21'52" E 1493.39 feet to the West 1/4 of Section 32, thence along Section Line N 00°07'35" W 2372.02 feet to the Centerline of Big Pole Creek (a common boundary with Wolf Creek Plat 2B), thence along the Meandering centerline the following 10 calls; 1) thence N 46°06'17" E 297.19 feet, 2) thence East 128.11 feet, 3) thence N 71°54'02" E 412.05 feet, 4) thence S 83°01'28" E 177.25 feet, 5) thence N 32°07'59" E 219.78 feet, 6) thence N 55°49'23" E 431.33 feet, 7) thence N 63°12'08" E 373.18 feet, 8) thence S 75°46'26" E 253.01 feet, 9) thence N 49°57'43" E 420.73 feet, 10) thence N 11°35'00" E 213.05 feet to the boundary line of Wolf Creek Plat 2A, thence along the common boundary the following 22 calls; 1) S 83°09'37" E 634.90 feet, 2) thence N 71°59'57" E 113.29 feet, 3) thence N 87°55'40" E 408.87 feet, 4) thence S 87°47'39" E 335.41 feet, 5) thence S 66°21'50" E 203.80 feet, 6) thence N 76°34'06" E 445.34 feet, 7) thence N 36°16'22" W 288.41 feet, 8) thence N 75°10'14" E 873.75 feet, 9) thence N 85°15'32" E 1265.91 feet, 10) thence N 19°50'26" E 132.67 feet, 11) thence N 35°14'05" E 258.63 feet, 12) thence N 76°53'19" E 211.25 feet, 13) thence N 55°05'13" E 450.21 feet, 14) thence N 58°31'02" E 364.28 feet, 15) thence N 53°30'01" E 166.12 feet, 16) thence N 43°12'25" E 159.90 feet, 17) thence N 40°26'16" E 234.49 feet, 18) thence N 33°45'17" E 211.10 feet, 19) thence N 68°00'57" E 71.64 feet, 20) thence N 65°17'22" E 177.20 feet, 21) thence S 73°52'21" E 150.18 feet, 22) thence South 823.99 feet, to the boundary line of Wolf Creek Plat A Corrected, thence along the boundary the following 3 calls; 1) thence S 00°12'09" E 2258.44 feet, 2) thence N 89°33'57" W 342.31 feet, 3) thence S 00°01'55" W 5356.44 feet to the Township Line, thence along the Township Line the S 89°33'47" W 2629.71 and S 89°33'47" W 84.84 feet to the point of BEGINNING. Parcel contains 1,154 acres or 7 lots.

**Plat 4A**

All of WOLF CREEK PLAT 4A as recorded entry # 223247 book 503 pages 233-262 as recorded in Wasatch County, Utah

BEGINNING at a point that is N 89°37'32" E 1268.63 feet along the Section Line from the Southwest Corner of Section 26, Township 3 South, Range 6 East, Salt Lake Base and Meridian, said point being the East Boundary line of Wolf Creek Ranch Plat B as recorded, and running thence along a common boundary line the following 33 calls, 1) North 2390.11 feet, 2) thence S 55°10'21" W 410.61 feet to a point on a 150.00' radius curve to the right, thence along arc of said curve 209.587 feet through a delta of 80°03'23" (chord bears N 84°47'57" W 192.95 feet), 3) thence N 44°46'16" W 205.02 feet to a point on a 150.00' radius curve to the left, 4) thence along arc of said curve 72.88 feet through a delta of 27°50'17" (chord bears N 58°41'25" W 72.17 feet), 5) thence N 72°36'33" W 252.30 feet to a point on a 150.00' radius curve to the right, 6) thence along arc of said curve 101.76 feet through a delta of 38°52'07" (chord bears N 53°10'30" W 99.82 feet), 7) thence N 33°44'26" W 204.21 feet to a point on a 150.00' radius curve to the left, 8) thence along arc of said curve 293.31 feet through a delta of 112°02'14" (chord bears N 89°45'33" W 248.77 feet), 9) thence S 34°13'20" W 150.00 feet to a point on a 150.00' radius curve to the right, 10) thence along arc of said curve 220.88 feet through a delta of 84°22'17" (chord bears S 76°24'28" W 201.46 feet), 11) thence N 61°24'23" W 50.00 feet, 12) thence N 28°35'37" E 407.97 feet to a point on a 700.00' radius curve to the right, 13) thence along arc of said curve 228.98 feet through a delta of 18°44'33" (chord bears N 37°57'53" E 227.97 feet), 14) thence N 47°20'10" E 968.09 feet to a point on a 1500.00' radius curve to the left, 15) thence along arc of said curve 848.40 feet through a delta of 32°24'24" (chord bears N 31°07'58" E 837.14 feet), 16) N 14°55'46" E 183.27 feet to a point on a 500.00' radius curve to the right, 17) thence along arc of said curve 292.63 feet through a delta of 33°31'59" (chord bears N 31°41'46" E 288.47 feet), 18) thence N 48°27'45" E 746.38 feet to a point on a 2000.00' radius curve to the left, 19) thence along arc of said curve 418.16 feet through a delta of 11°58'46" (chord bears N 42°28'22" E 417.40 feet), 20) thence N 36°28'59" E 778.60 feet to a point on a 1000.00' radius curve to the left, 21) thence along arc of said curve 228.40 feet through a delta of 13°05'10" (chord bears N 29°56'24" E 227.90 feet), 22) thence N 23°23'49" E 456.35 feet to a point on a 1000.00' radius curve to the right, 23) thence along arc of said curve 582.16 feet through a delta of 33°21'20" (chord bears N 40°04'29" E 573.98 feet), 24) thence N 56°45'09" E 1018.51 feet to a point on a 600.00' radius curve to the left, 25) thence along arc of said

curve 365.93 feet through a delta of 34°56'36" (chord bears N 39°16'51" E 360.28 feet), 26) thence N 21°48'33" E 536.90 feet to a point on a 450.00' radius curve to the left, 27) thence along arc of said curve 339.96 feet through a delta of 43°17'06" (chord bears N 00°10'00" E 331.93 feet), 28) thence N 21°28'33" W 342.94 feet to a point on a 175.00' radius curve to the right, 29) thence along arc of said curve 346.31 feet through a delta of 113°23'03" (chord bears N 35°12'59" E 292.51 feet), 30) thence S 88°05'30" E 104.85 feet to a point on a 175.00' radius curve to the left, 31) thence along arc of said curve 285.44 feet through a delta of 93°27'14" (chord bears N 45°10'53" E 254.83 feet), 32) thence N 01°32'44" W 529.27 feet to the North Section Line of Section 23, 33) thence along Section Line N 89°40'03" W 1201.37 feet, thence N 00°40'35" E 2616.70 feet, thence N 89°45'02" E 1092.24 feet, thence the following 2 calls, 1) thence N 00°39'35" W 1295.29 feet, 2) thence S 89°58'25" E 1351.25 feet to the East Section line of Section 14, thence along the Section Line N 01°46'23" W 1289.20 feet to the Northeast Corner of Section 14, thence along the Section Line N 00°40'00" E 806.96 feet to the South right-of-way line of Bench Creek Road, thence along the South Right-of-way line of Bench Creek Road the following 18 calls: 1) a 599.56' radius non-tangent curve to the left, thence along arc of said curve 95.40 feet through a delta of 9°07'00" (chord bears S 45°22'28" E 95.30 feet), 2) thence S 50°03'35" E 535.91 feet, 3) thence S 51°23'23" E 136.40 feet, 4) thence S 52°22'02" E 301.05 feet to a point on a 2981.68' radius curve to the right, 5) thence along arc of said curve 222.25 through a delta of 4°16'14" (chord bears S 53°45'24" E 222.20 feet) to a point on a 256.19' radius non-tangent curve to the left, 6) thence along arc of said curve 149.30 feet through a delta of 33°23'24" (chord bears S 70°11'20" E 147.19 feet) to a point on a 482.27' radius non-tangent curve to the right, 7) thence along arc of said curve 105.76 feet through a delta of 12°33'52" (chord bears S 73°51'56" E 105.54 feet) to a non-tangent 745.50' radius curve to the right, 8) thence along arc of said curve 127.98 feet through a delta of 9°50'09" (chord bears S 64°51'43" E 127.82 feet) to a point on a non-tangent 605.60' radius curve to the right, 9) thence along arc of said curve 167.52 feet through a delta of 15°50'58" (chord bears S 46°18'58" E 166.99 feet) to a point on a 367.81' radius non-tangent curve to the right, 10) thence along arc of said curve 79.56 feet through a delta of 12°23'39" (chord bears S 37°39'01" E 79.41 feet), 11) thence S 32°38'48" E 132.33 feet, 12) thence S 33°03'12" E 47.17 feet, 13) thence S 33°02'53" E 86.76 feet, 14) thence S 41°22'03" E 64.25 feet, 15) thence S 47°32'53" E 57.19 feet to a point on a 1767.94' radius non-tangent curve to the left, 16) thence along arc of said curve 185.27 feet through a delta of 6°00'14" (chord bears S 57°47'59" E 185.18 feet), 17) thence S 63°32'40" E 462.92 feet, 18) thence S 65°43'07" E 321.74 feet, thence S 48°38'39" W 379.31 feet, thence S 44°32'53" W 307.62 feet, thence S 48°38'52" W 495.34 feet, thence S 34°58'22" W 185.89 feet, thence S 24°48'30" W 450.99 feet, thence S 20°44'03" W 365.31 feet, thence S 14°46'18" W 204.66 feet, thence S 24°44'11" W 267.75 feet, thence S 17°41'56" W 178.61 feet, thence S 09°02'47 W 654.01 feet, thence S 17°15'58" W 93.30 feet, thence S 00°34'53" E 124.67 feet, thence S 01°20'21" W 447.96 feet, thence S 12°54'30" W 442.90 feet, thence S 44°15'31" W 490.62 feet, thence S 67°30'20" W 559.34 feet, thence S 21°11'30" W 321.12 feet, thence S 10°01'28" E 426.65 feet, thence S 07°35'24" W 265.22 feet, thence S 10°22'50" E 1019.48 feet, thence N 56°11'50" W 734.87, thence S 34°35'39" W 979.11 feet, thence N 88°20'26" W 421.68 feet, thence S 46°04'25" W 466.49 feet, thence S 64°18'26" W 780.94 feet, thence S 12°57'44" E 1929.63 feet, thence S 11°50'00" E 399.55 feet, thence S 22°31'47" E 391.94 feet, thence S 11°38'19" W 941.61 feet, thence N 76°22'44" W 50.61 feet to a point on a 400.00' radius curve to the left, thence along arc of said curve 100.89 feet through a delta of 14°27'04" (chord bears N 83°36'16" W 100.62 feet), thence S 89°10'12" W 458.94 feet to a point on a 350.00' radius curve to the left, thence along arc of said curve 408.56 feet through a delta of 66°52'54" (chord bears S 55°43'45" W 385.75 feet), thence S 22°17'18" W 187.17 feet, thence S 03°46'56" W 1426.61 feet, thence S 36°59'12" W 1865.01 feet to the North line of Wolf Creek Plat A Corrected, thence along the common property line the following 2 calls, 1) N 71°54'09" W 264.65 feet, 2) thence S 89°37'32" W 223.00 feet to the point of BEGINNING. Parcel contains 5 lots or 809 acres.

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#### **Plat 4B**

All of WOLF CREEK PLAT 4B as recorded entry # 245434 book 562 pages 80-99 as recorded in Wasatch County, Utah

BEGINNING at the Southeast Corner of Section 36, Township 3 South, Range 6 East, Salt Lake Base and Meridian, and running thence along the Range Line S 00°38'02" W 2156.29 feet, thence S 33°23'56" W 1726.93 feet, thence S 35°09'25" W 799.43 feet, thence S 59°43'21" W 1164.64 feet, thence N 75°07'15" W 630.97 feet to a point on a non-tangent 300.00' radius curve to the right, thence along arc of said curve 281.22 feet through a delta of 53°42'36" (chord bears S 23°29'09" W 271.04 feet), thence S 50°20'27" W 56.03 feet to a point on a 300.00' radius curve to the left, thence along arc of said curve 472.99 feet through

a delta of 90°20'04" (chord bears S 05°10'25" W 425.50 feet), thence S 39°59'37" E 227.91 feet, thence S 86°03'48" W 272.05 feet, thence S 65°22'19" W 753.61 feet, thence N 83°37'54" W 168.35 feet, thence S 72°29'44" W 412.99 feet, thence S 86°25'29" W 286.77 feet, thence S 04°23'20" W 245.02 feet, thence S 86°25'38" W 437.47 feet to the West Section line of Section 12, thence along Section Line N 00°06'47" E 1181.72 feet to the Northwest Corner of Section 12, thence along Section Line S 89°10'30" W 1440.91 feet to the East Line of Wolf Creek Plat 3A, as recorded, thence along common boundary the following 21 courses; 1) thence N 49°18'29" W 269.63 feet, 2) thence N 51°47'40" E 2160.31 feet, 3) thence N 81°26'04" E 549.56 feet, 4) thence N 41°41'40" E 727.47 feet, 5) thence N 77°51'00" E 495.43 feet to a point on a 2500.00' radius non-tangent curve to the right, 6) thence along arc of said curve 622.95 feet through a delta of 14°16'37" (chord bears N 10°56'53" W 621.34 feet), 7) thence N 03°48'34" W 82.20 feet to a point on a 400.00' radius curve to the left, 8) thence along arc of said curve 273.17 feet through a delta of 39°07'44" (chord bears N 23°22'26" W 267.89 feet), 9) thence N 42°56'18" W 883.98 feet to a point on a 150.00' radius curve to the left, 10) thence along arc of said curve 384.13 feet through a delta of 146°43'42" (chord bears S 63°41'51" W 287.44 feet), 11) thence S 09°40'00" E 278.77 feet to a point on a 150.00' radius curve to the right, 12) thence along arc of said curve 292.72 feet through a delta of 111°48'41" (chord bears S 46°14'21" W 248.43 feet), 13) thence N 77°51'19" W 401.79 feet to a point on a 1000.00' radius curve to the left, 14) thence along arc of said curve 1142.29 feet through a delta of 65°26'53" (chord bears S 69°25'15" W 1081.19 feet), 15) thence S 36°41'48" W 661.51 feet to a point on a 300.00' radius curve to the right, 16) thence along arc of said curve 255.66 feet through a delta of 48°49'41" (chord bears S 61°06'38" W 248.00 feet), 17) thence N 26°45'59" E 1135.89 feet, 18) thence N 35°51'34" E 716.62 feet to a point on a 150.00' radius non-tangent curve to the left, 19) thence along arc of said curve 803.92 feet through a delta of 307°04'30" (chord bears N 12°36'32" E 133.68 feet), 20) thence N 03°26'31" W 1225.95 feet, 21) thence N 88°47'24" W 249.87 feet to the East line of Wolf Creek Plat A Corrected as recorded, thence along the common boundary the following 10 courses; 1) thence along a non-tangent 456.56' radius curve to the left 117.97 feet through a delta of 14°48'19" (chord bears N 17°13'28" E 117.65 feet), 2) thence N 09°24'38" E 234.88 feet to a point on a 100.00' radius curve to the right, 3) thence along arc of said curve 68.70 feet through a delta of 39°21'38" (chord bears N 29°05'27" E 67.35 feet), 4) thence N 48°46'16" E 43.57 feet to a point on a 100.00' radius curve to the left, 5) thence along arc of said curve 114.62 feet through a delta of 65°40'15" (chord bears N 15°56'08" E 108.45 feet), 6) thence N 16°11'14" W 174.57 feet to a point on a 1250.00' radius curve to the left, 7) thence along arc of said curve 179.25 feet through a delta of 8°12'59" (chord bears N 20°17'52" W 179.10 feet) to a point on a 475.00' radius curve the right, 8) thence along arc of said curve 263.58 feet through a delta of 31°47'36" (chord bears N 08°30'34" W 260.21 feet), 9) thence N 07°23'14" E 190.30 feet to a point on a 900.00' radius curve to the right, 10) thence along arc of said curve 66.75 feet through a delta of 4°14'57" (chord bears N 09°30'43" E 66.73 feet), thence S 68°52'28" E 896.55 feet, thence S 65°31'29" E 698.79' feet, thence N 83°23'45" E 629.86 feet, thence S 00°01'54" E 189.22 feet to a point on a 175.00' radius non-tangent curve to the right, thence along arc of said curve 350.23 feet through a delta of 114°40'05" (chord bears S 57°21'56" E 294.64 feet), thence N 65°18'02" E 267.69 feet to a point on a 214.84' radius curve to the right, thence along arc of said curve 243.33 feet through a delta of 64°53'39" (chord bears S 82°15'09" E 230.54 feet), thence N 77°13'24" E 1059.98 feet, thence N 62°14'11" E 1115.29 feet, thence N 38°25'36" E 1925.55 feet, thence N 55°10'53" E 683.59 feet to the Range Line, thence along the Range Line the following 2 courses; 1) thence S 04°38'23" W 665.91 feet, 2) thence S 04°24'53" W 2707.91 feet to the point of BEGINNING. Parcel contains 802 acres or 5 lots.

#### Plat 4C

All of WOLF CREEK PLAT 4C as recorded entry # 254686 book 609 pages 154-173 as recorded in Wasatch County, Utah

BEGINNING at the Southwest Corner of Section 19, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence along the Range Line the following 3 courses; 1) thence S 03°07'36" W 2353.15 feet, 2) thence S 04°04'35" W 2600.17 feet, 3) thence S 04°38'23" W 1991.49 feet to the North Property Line of Wolf Creek Ranch Plat 4B as recorded, thence along said Property Line the following 11 courses; 1) thence S 55°10'53" W 683.59 feet, 2) thence S 38°25'36" W 1925.55 feet, 3) thence S 62°14'11" W 1115.29 feet, 4) thence S 77°13'24" W 1059.98 feet, to a point on a 214.84' radius curve to the left, 5) thence along arc of said curve 243.33 feet through a delta of 64°53'39" (chord bears N 82°15'09" W 230.54 feet), 6) thence S 65°18'02" W 267.69 feet to a point on a 175.00' radius curve to the right, 7) thence along arc of said curve 350.23 feet through a delta of 114°40'05" (chord bears N 57°21'56" W 294.64 feet), 8) thence N 00°01'54" W 189.22 feet, 9) thence S 83°23'45" W 629.86 feet, 10) thence N 65°31'29" W 698.79

feet, 11) thence N 68°52'28" W 896.55 feet to the East Line of Wolf Creek Ranch Plat A corrected as recorded, thence along the said property line the following 6 courses; 1) thence along the arc of a 900.00' radius non-tangent curve to the right 463.48 feet through a delta of 29°30'21" (chord bears N 26°23'21" E 458.38 feet) 2) thence N 01°33'49" W 147.31 feet to a point on a 300.00' radius curve to the right, 3) thence along arc of said curve 166.15 feet through a delta of 31°43'55" (chord bears N 14°18'09" E 164.03 feet) 4) thence N 30°10'06" E 1533.98 feet, 5) thence N 01°00'45" E 584.75 feet, 6) thence N 71°54'09" W 2354.67 feet, thence N 40°14'01" E 1434.64 feet, thence N 51°21'20" E 843.18 feet to a point on a non-tangent 150.00' radius curve to the right, thence along arc of said curve 234.55 feet through a delta of 89°35'33" (chord bears N 06°07'26" W 211.38 feet), thence N 38°40'20" E 414.13 feet to a point on a 1000.00' radius curve to the right, thence along arc of said curve 163.87 feet through a delta of 9°23'20" (chord bears N 43°22'00" E 163.68 feet), thence N 48°03'40" E 147.06 feet to a point on a 1000.00' radius curve to the left, thence along arc of said curve 169.74 feet through a delta of 9°43'32" (chord bears N 43°11'54" E 169.54 feet), thence S 52°26'37" E 97.40 feet, thence N 42°39'17" E 1399.72 feet, thence N 60°36'32" E 468.78 feet, thence N 75°45'18" E 2113.15 feet, thence N 61°22'47" E 1902.05 feet, thence N 29°47'53" E 1984.85 feet to the Range Line, thence along the Range Line the following 3 courses; 1) thence S 00°04'47" E 101.36 feet, 2) thence S 00°26'25" W 1043.74 feet, 3) thence S 00°26'25" W 290.40 feet to the point of BEGINNING. Parcel contains 1,135 ac. or 7 lots.

#### Plat 4D

All of WOLF CREEK PLAT 4D as recorded entry # 254679 book 609 pages 16-35 as recorded in Wasatch County, Utah

BEGINNING at the West 1/4 Corner of Section 19, Township 3 South, Range 7 East Salt Lake Base and Meridian and running thence along the Range Line S 00°04'47" E 1230.63 feet, to the North Boundary of Wolf Creek Plat 4C, thence along the Boundary the following 13 courses; 1) S 29°47'53" W 1984.85 feet, 2) thence S 61°22'47" W 1902.05 feet, 3) thence S 75°45'18" W 2113.15 feet, 4) thence S 60°36'32" W 468.78 feet, 5) thence S 42°39'17" W 1399.72 feet, 6) thence N 52°26'37" W 97.40 feet to a point on a non-tangent 1000.00' radius curve to the right, 7) thence along arc of said curve 169.74 feet through a delta of 9°43'32" (chord bears S 43°11'54" W 169.54 feet), 8) thence S 48°03'40" W 147.06 feet to a point on a 1000.00' radius curve to the left, 9) thence along arc of said curve 163.87 feet through a delta of 9°23'20" (chord bears S 43°22'00" W 163.68 feet), 10) thence S 38°40'20" W 414.13 feet to a point on a 150.00' radius curve to the left, 11) thence along arc of said curve 234.55 feet through a delta of 89°35'33" (chord bears S 06°07'26" E 211.38 feet), 12) thence S 51°21'20" W 843.18 feet, 13) thence S 40°14'01" W 1434.64 feet to the North Boundary of Wolf Creek Plat A Corrected, thence along boundary N 71°54'09" W 1372.84 feet, to the East Boundary of Wolf Creek Plat 4A as recorded, thence along said boundary the following 16 courses; 1) thence N 36°59'12" E 1865.01 feet, 2) thence N 03°46'56" E 1426.61 feet, 3) thence N 22°17'18" E 187.17 feet to a point on a 350.00' radius curve to the right, 4) thence along arc of said curve 408.56 feet through a delta of 66°52'54" (chord bears N 55°43'45" E 385.85 feet), 5) thence N 89°10'12" E 458.94 feet to a point on a 400.00' radius curve to the right, 6) thence along arc of said curve 100.89 feet through a delta of 14°27'04" (chord bears S 83°36'16" E 100.62 feet), 7) thence S 76°22'44" E 50.61 feet, 8) thence N 11°38'19" E 941.61 feet, 9) thence N 22°31'47" W 391.94 feet, 10) thence N 11°50'00" W 399.55 feet, 11) thence N 12°57'44" W 1929.63, 12) thence N 64°18'26" E 780.94 feet, 13) thence N 46°04'25" E 466.49 feet, 14) thence S 88°20'26" E 421.68 feet, 15) thence N 34°35'39" E 979.11 feet, 16) thence S 56°11'50" E 734.87 feet, thence S 10°22'50" E 167.27 feet, thence S 45°06'40" E 188.04 feet, thence S 85°15'01" E 463.94 feet, thence S 67°22'12" E 164.28 feet, thence S 60°57'03" E 85.66 feet, thence S 70°37'51" E 306.27 feet, thence N 75°29'29" E 55.34 feet, thence N 55°20'13" E 223.02 feet, thence N 75°54'44" E 263.58 feet, thence S 78°18'42" E 102.27 feet, thence S 34°42'15" E 104.64 feet, thence S 18°27'28" E 139.95 feet, thence S 54°34'29" E 135.46 feet, thence S 71°03'14" E 74.95 feet, thence S 38°37'20" E 205.36 feet, thence S 31°04'17" E 33.91 feet, thence East 60.24 feet, thence N 40°59'32" E 45.92 feet, thence East 200.00 feet, thence S 45°19'40" E 193.75 feet, thence N 72°47'32" E 469.12 feet, thence N 62°57'21" E 223.36 feet, thence N 48°02'16" E 166.19 feet, thence N 75°15'14" E 1934.38 feet to the Range Line, thence along the Range Line S 00°09'02" W 109.43 feet to the point of BEGINNING. Parcel contains 800 ac. or 5 lots.

Plat 5A

All of WOLF CREEK PLAT 5A as recorded entry # 233885 book 506 pages 217-236 as recorded in Wasatch County, Utah

SUBJECT PROPERTY IS SITUATED APPROXIMATELY ½ MILE SOUTHEAST OF WOODLAND, WASATCH COUNTY, UTAH  
 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT A FENCE CORNER ON THE EASTERLY RIGHT-OF-WAY OF BENCH CREEK ROAD WHICH IS 2382.91 FT. NORTH AND 1372.36 FT. WEST OF THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 EAST OF THE SALT LAKE BASE AND MERIDIAN, THENCE AS FOLLOWS;  
 ALONG A SERIES OF FENCES S75°20'22"E 52.96 FT., THENCE S81°58'59"E 484.27 FT. TO A CORNER OF FENCES BEARING N, S AND W., THENCE N 1°32'39"E 507.70 FT. TO A THE SOUTHEAST CORNER OF LOT 1 OF STAPLES PROPERTY (11' WEST OF FENCE), THENCE NO°01'47"W 559.42 FT. TO THE NORTHEAST CORNER OF LOT 1 WHICH FALLS ON THE LEFT BANK OF A SMALL STREAM COURSE WEST AND 26 FT. NNE OF A CORNER OF FENCES E,S AND W, THENCE NORTH 119.89 FT. TO THE NORTHWEST CORNER OF FIELDS' PROPERTY, THENCE EAST 36.15 FT. TO A SURVEY CAP LS 173736 RP, THENCE CONTINUE EAST 217.65 FT. TO THE RECORD CENTERLINE OF THE PROVO RIVER, COURSE NORTHWESTERLY, THENCE WITH A SERIES OF RECORD COURSES UPSTREAM OF THE OLD CENTERLINE, S73°54'00"E 40.78 FT., N89°52'22"E 121.61 FT., N55°38'16"E 116.79 FT., S74°33'20"E 74.61 FT., S17°44'52"E 168.40 FT., S41°14'55"E 111.96 FT., S63°55'10"E 166.12 FT., S78°15'53"E 160.14 FT., S57°57'22"E 141.73 FT., S51°37'15"E 289.34 FT., S75°20'10"E 155.05 FT., N87°29'04"E 244.71 FT., THENCE S 88°20'15" E 273.36 FT., THENCE S 74°16'13" E 150.41 FT., THENCE N71°07'00"E 426.00 FT., S83°10'00"E 1340.00 FT., S46°57'00"E 858.00 FT., S36°39'00"E 93.00 FT., S16°20'00"E 177.00 FT., S3°21'00"E 133.00 FT., S83°15'00"E 218.56 FT. AND LEAVE CENTERLINE PROVO RIVER, SAID POINT BEING ON A COMMON BOUNDARY LINE WITH BUFFALO RUN LLC, THENCE S00°12'22"W 449.71 FT, THENCE S 89°47'54" W 334.80 FT., THENCE S 00°14'50" W 106.52 FT. AND LEAVE COMMON BOUNDARY, THENCE N89°15'34"W 525.12 FT. ALONG NORTHERLY SIDE OF FENCE TO CORNER OF FENCES BEARING ESE-W-WNW AND THE NE CORNER OF WOODLAND MUTUAL WATER PROPERTY, THENCE N88°31'16"W 472.73 FT. TO THE NORTHWEST CORNER WOODLAND MUTUAL WATER, THENCE ALONG OLD FENCE S0°01'10"W 45.01 FT. TO CORNER OF FENCES AND SW CORNER OF WOODLAND MUTUAL WATER, S0°30'10"W 1258.03 FT. TO THE ¼ SECTION CORNER OF SECTIONS 12 AND 13, THENCE CONTINUE ALONG FENCE S0°29'30"W 1004.53 FT. TO THE NORTHERLY RIGHT-OF-WAY FENCE OF BENCH CREEK ROAD, THENCE ALONG NORTHERLY RIGHT-OF WAY AND FENCE LINES: N65°43'07"W 346.80 FT., N63°32'40"W 460.07 FT., NON-TANGENT CURVE RIGHT 172.67 FT. (R=1679.43',CH=N57°49'42"W 172.60 FT), N47°32'53"W 49.40 FT., N41°22'03"W 55.88 FT., N33°04'05"W 81.92 FT., N33°03'12"W 46.93 FT., N32°38'48"W 131.44 FT., NON-TANGENT CURVE LEFT 89.93 FT. (R=433.81', CH=N37°29'12"W 89.77 FT.), NON-TANGENT CURVE LEFT 185.99 FT. (R=671.60, CH=N46°35'21"W 185.39 FT.), NON-TANGENT CURVE LEFT 141.33 FT. (R=811.50', CH=N64°42'08"W 141.15 FT.), NON-TANGENT CURVE LEFT 123.25 FT. (R=548.27', CH=N74°09'25"W 122.99 FT), NON-TANGENT CURVE RIGHT 113.42 FT., (R=190.19', CH=N70°51'39"W 111.64 FT.), NON-TANGENT CURVE RIGHT 223.96 FT. (R=3047.68, CH=N53°44'54"W 223.91 FT.), N52°22'02"W 298.46 FT., N51°23'23"W 135.07 FT., N50°03'35"W 535.06 FT., NON-TANGENT CURVE RIGHT 119.53 FT. (R=533.56', CH=N43°30'26"W 119.28FT.), N35°51'39"W 54.92 FT., N30°39'32"W 131.79 FT., NON-TANGENT CURVE RIGHT 79.09 FT. (R=11498.49' CH=N28°41'50"W 79.09'), NON-TANGENT CURVE LEFT 158.95 FT. (R=643.98' CH=N35°43'24"W 158.54 FT.), NON-TANGENT CURVE LEFT 282.99 FT. (R=584.95' CH=N56°35'36"W 280.24 FT.), NON-TANGENT CURVE LEFT 142.91 FT. (R=520.07' CH=N76°10'15"W 142.46 FT.), NON-TANGENT CURVE RIGHT 248.23 FT. (R=2426.30' CH=N83°11'48"W 248.12 FT.), NON-TANGENT CURVE RIGHT 176.47 FT. (R=728.74' CH=N69°03'01"W 176.04 FT.), N59°32'14"W 46.67 FT., N55°31'22"W 211.59 FT., NON-TANGENT CURVE RIGHT 278.06 FT. (R=3450.36' CH=N54°25'03"W 277.99 FT.), NON-TANGENT CURVE RIGHT 71.61 FT. (R=164.18' CH=N38°18'26"W 71.04 FT.), NON-TANGENT CURVE RIGHT 63.96 FT. (R=148.16' CH=N13°59'51"W 63.46 FT.), NON-TANGENT CURVE RIGHT 62.18 FT. (R=310.34' CH=N1°42'11"E 62.07 FT.), N13°27'59"E 191.71 FT., N15°42'36"E 189.94 FT., N18°51'26"E 16.30 FT.

TO A CORNER OF FENCES AND THE POINT OF BEGINNING. AREA OF LAND ENCOMPASSED IN THIS PARCEL IS 276.80 ACRES OR 8 LOTS. LESS AND EXCEPTING PARCEL OWC 853 (FRANCIS SPRING WATER SOURCE)

**Plat 5B**

All of WOLF CREEK PLAT 5B as recorded entry # 251668 book 593 pages 118-137 as recorded in Wasatch County, Utah

BEGINNING at the East 1/4 Corner of Section 1, Township 4 South, Range 6 East, Salt Lake Base and Meridian, and running thence along the Range Line S 00°38'36" W 2646.74 feet to the Southeast Corner of Section 1, thence along Range Line S 00°38'36" W 2646.74 feet to the East 1/4 Corner of Section 12, thence along Range Line S 00°37'33" W 2645.32 feet to the Southeast Corner of Section 12, thence along the Range Line S 00°43'18" E 2713.34 feet to the East Corner of Section 13, thence along the Range Line S 00°47'21" E 2715.72 feet to the Southeast Corner of Section 13, thence along Section Line S 88°01'07" W 2630.40 feet to the South 1/4 Corner of Section 13, thence along 1/4 Section line N 00°40'51" W 2708.49 feet to the Center of Section 13, thence along 1/4 Section Line S 87°50'39" W 1313.15 feet to the South 1/4 Corner of the Northwest 1/4 of Section 13, thence along the West 1/2 of the Northwest 1/4 N 00°39'55" W 2702.01 feet to the South Section Line of Section 12, thence along Section line S 87°40'41" W 1311.99 feet to the West line of Section 12, thence along Section line N 00°06'47" E 4507.79 feet along the Section Line to the South line of Wolf Creek Plat 4B as recorded, thence along the South Boundary the following 16 courses; 1) thence N 86°25'38" E 437.47 feet, 2) thence N 04°23'20" E 245.02 feet, 3) thence N 86°25'29" E 286.77 feet, 4) thence N 72°29'44" E 412.99 feet, 5) thence S 83°37'54" E 168.35 feet, 7) thence N 65°22'19" E 753.61 feet, 8) thence N 86°03'48" E 272.05 feet, 9) thence N 39°59'37" W 227.91 feet to a point on a 300.00' radius non-tangent curve to the right, 10) thence along arc of said curve 472.99 feet through a delta of 90°20'04" (chord bears N 05°10'25" E 425.50 feet), 11) thence N 50°20'27" E 56.03 feet to a point on a 300.00' radius curve to the left, 12) thence along arc of said curve 281.22 feet through a delta of 53°42'36" (chord bears N 23°29'09" E 271.04 feet), 13) thence S 75°07'15" E 630.97 feet, 14) thence N 59°43'21" E 1164.64 feet, 15) thence N 35°09'25" E 799.43 feet, 16) thence N 33°23'56" E 1726.93 feet to the Section Line, thence along the Section line S 00°38'02" W 488.50 feet to the point of BEGINNING. Parcel contains 1,122 acres or 7 lots.