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PEGGY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: WOLF CREEK RANCH

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

THIS COMBINED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH (this "Declaration"), is made and executed this 2 day of July, 2016, by the President of the Association based on the affirmative vote of sixty (60) of the eighty-one (81) Parcels within the Association, and is ratified by the Declarant. This Declaration does not change the effective date of the Original Declaration (defined below). To the extent available, the laws in effect at the time of the Original Declaration shall govern this instrument.

This Declaration includes the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated September 1, 1998, as previously amended and supplemented, which is more particularly described below, as well as further amendments as set forth herein. In the event of any conflict between this instrument and the Original Declaration, the terms in this instrument will control.

RECITALS:

A. Original Declaration. The Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch dated September 1, 1998 was recorded September 8, 1998 as Entry No. 00206518 in Book 00395 beginning at Page 00003 in the official records of the Wasatch County Recorder; and was amended and supplemented as follows:

1. that certain Amendment No. 1 Recorded in the official records of the Wasatch County Recorder, Entry No. 00214016, Book 00423 at Page 00742-00756;
2. that certain Supplement No. 1 Recorded in the official records of the Wasatch County Recorder, Entry No. 00215621, Book 00429 at Page 00369-00380;
3. that certain Supplement No. 2 Recorded in the official records of the Wasatch County Recorder, Entry No. 00217632, Book 00436 at Page 00494-00511;
4. that certain Amendment No. 1 to Supplement No. 2 Recorded in the official records of the Wasatch County Recorder, Entry No. 00218962, Book 00441 at Page 00593-00604;

5. that certain Supplement No. 3 Recorded in the official records of the Wasatch County Recorder, Entry No. 00223003, Book 00457 at Page 00336-00352;
6. that certain Supplement No. 4 Recorded in the official records of the Wasatch County Recorder, Entry No. 00223016, Book 00457 at Page 00440-00457;
7. that certain Supplement No. 5 Recorded in the official records of the Wasatch County Recorder, Entry No. 00225940, Book 00470 at Page 00473-00491;
8. that certain Supplement No. 6 Recorded in the official records of the Wasatch County Recorder, Entry No. 229590, Book 486 at Page 0055;
9. that certain Supplement No. 7 Recorded in the official records of the Wasatch County Recorder, Entry No. 233250, Book 0503 at Page 0298-0321;
10. that certain Supplement No. 8 Recorded in the official records of the Wasatch County Recorder, Entry No.233890, Book 0506 at Page 0253-0278;
11. that certain Amendment No. 2 Recorded in the official records of the Wasatch County Recorder, Entry No. 250729, Book 0587 at Page 0771-0850;
12. that certain Amendment No. 3 Recorded in the official records of the Wasatch County Recorder, Entry No. 368140, Book 1033at Page 310-333;
13. that certain Amendment No. 4 Recorded in the official records of the Wasatch County Recorder, Entry No. 370687, Book 1038 at Page 180-194; and
14. that certain Amendment No. 5 Recorded in the official records of the Wasatch County Recorder, Entry No. 387479, Book 1075 at Page 1652-1667.

All of which may be referred to together herein as the (“Original Declaration”) and all of which together concern the land more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the “Property”). All capitalized terms used herein without definition shall have the meaning ascribed in the Original Declaration.

B. Plat Map. The initial plat map of the Subdivision was recorded on September 8, 1998 in the official records of the Wasatch County Recorder, Entry No. 206516, Book 394 at Page 744-853 (the “Original Map”), and thereafter additional plat maps were recorded to add all of the Additional Land as follows:

1. Wolf Creek Ranch Plat A, Corrected, Entry No. 214015, Book 423 at Page 722-741;
2. Wolf Creek Ranch Plat B, Entry No. 215619, Book 429 at Page 336-345;
3. Wolf Creek Ranch Plat C, Entry No. 217631, Book 436 at Page 484-493;
4. Wolf Creek Ranch Plat C, Corrected, Entry No. 220848, Book 449 at Page 320-329;

5. Wolf Creek Ranch Plat 2A, Entry No. 223001, Book 457 at Page 314-333;
6. Wolf Creek Ranch Plat 2B, Entry No. 223014, Book 457 at Page 418-437;
7. Wolf Creek Ranch Plat 2B, Revised, Entry No. 251665, Book 593 at Page 56-75;
8. Wolf Creek Ranch Plat 3A, Entry No. 225939, Book 470 at Page 53-72;
9. Wolf Creek Ranch Plat 3B, Entry No. 229857, Book 486 at Page 1-20;
10. Wolf Creek Ranch Plat 4A, Entry No. 233247, Book 503 at Page 233-262;
11. Wolf Creek Ranch Plat 4B, Entry No. 245434, Book 562 at Page 80-99;
12. Wolf Creek Ranch Plat 4C, Entry No. 254686, Book 609 at Page 154-173;
13. Wolf Creek Ranch Plat 4D, Entry No. 254679, Book 609 at Page 16-35;
14. Wolf Creek Ranch Plat 5A, Entry No. 233885, Book 506 at Page 217-236;
15. Wolf Creek Ranch Plat 5A, Revised, Entry No. 377296, Book 1052 at Page 208-227; and
16. Wolf Creek Ranch Plat 5B, Entry No. 251668, Book 593 at Page 118-137.

Each as approved by the Wasatch County and recorded in the official records of the Wasatch County Recorder, all of which together may be referred to herein as the "Plat Map" and all of which together cover the Property.

C. The Owners and the Association intend, by recording this Declaration, to combine the provisions of the Original Declaration into one document, and to update or amend certain other portions thereof.

D. This Declaration is intended to set forth a general plan of development of the Property and subject the Property to certain covenants, conditions and restrictions, all as set forth in this Declaration, and all of which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Parcels.

ARTICLE I SUBMISSION TO DECLARATION

1.1 Submission. The Owners and the Association hereby declare that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Parcels. It is the intention in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Parcels. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the covenants, conditions and restrictions

set forth herein, shall be binding upon the Association and all of the Owners, and may be enforced by the Association, or by any Owner.

1.2 Association Holds Prior Declarant's Rights. Declarant previously assigned to the Association all of its rights, powers, and authority of Declarant with respect to the Property.

1.3 Subordination of Architectural Technical Committee. The Association, on behalf of the Owners, hereby declares that the ATC shall be subordinate to the authority of the Board established pursuant to the bylaws of the Association. In the event of a dispute among the members of the ATC, the Board shall be consulted with and shall have the overriding vote to settle any such dispute or to break any deadlocked vote of the ATC. In any instance where the ATC 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 ATC), the Board may take such action, approve or disapprove of a Parcel Owner's request, or issue a ruling on behalf of the Association or the ATC (but with prompt notice to the ATC), as the Board deems reasonably necessary or prudent under the circumstances and otherwise in accordance with the guidelines established in, and pursuant to, the Declaration.

ARTICLE II DEFINITIONS

2.1 Definitions. When used in this Declaration (including in that portion herein under "Recitals"), the following terms shall have the following meanings:

"Accompanied" shall mean physically on the Ranch at the same time as the applicable Member.

"Additional Land" shall mean that certain real property adjacent to or in the vicinity of the land in the initial Subdivision, all of which has now been added to the Subdivision.

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

"Area of Disturbance" shall mean the up to 10 acre portion of each Parcel within the Buildable Area of the Parcel and within which the Owner may construct Permitted Improvements according to the terms and conditions of this Declaration, determined as set forth in Section 7.1. However, the Area of Disturbance must be located within the Buildable Area of such Parcel, which Buildable Area is shown on the Plat Map.

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

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

"Board" shall mean the duly elected and acting board of directors of the Association.

"Buildable Area" shall mean the permitted portion of each Parcel shown on the Plat Map and which is identified as set forth in Section 7.1 and within which the Area of Disturbance will be located.

"Capital Reserve Fund" shall have the meaning set forth in Section 4.10.4.

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

"Conservation Easement" shall mean the nine separate perpetual, irrevocable conservation easements which were granted by the Declarant to The Utah Open Lands Conservation Association, Inc. (the "Conservation Easements Grantee"), one of which is that certain Deed of Conservation Easement dated August 5, 1998, as Amended by Amendment No. 1 to Deed of Conservation Easement dated April 29, 1999, the second of which is that certain Deed of Conservation Easement dated June 16, 1999, the third of which is that certain Deed of Conservation Easement dated June 30, 1999, as amended by Amendment No. 1 to the Deed of Conservation Easement dated October 21, 1999, the fourth of which is that certain Deed of Conservation Easement dated February 17, 2000, the fifth of which is that certain Deed of Conservation Easement dated February 17, 2000, the sixth of which is that certain Deed of Conservation Easement dated June 20, 2000, and the seventh of which is that certain Deed of Conservation Easement dated October 3, 2000, the eighth of which is that certain Deed of Conservation Easement dated April 10, 2001, , which Conservation Easement pertains to and affects the entire Subdivision, other than the Areas of Disturbance and certain other areas as described in the Conservation Easement and other than the approximately twenty-five (25) acre parcel, the approximately twenty-three (23) acre parcel, the approximately five (5) acre parcel and the approximately four and one-half (4.5) acre parcel, comprising a portion of Common Areas as shown on the Plat Map. The uses permitted by the Conservation Easement on the Property within the Subdivision are consistent with the terms and conditions of this Declaration.

"Consideration" has the meaning set forth in Section 4.10.

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

"CSP" shall mean the Comprehensive Stewardship Plan which is the comprehensive management plan for Wolf Creek Ranch and satisfies the requirements of the Conservation Easement. A copy of the CSP is available on the Subdivision website at www.wolfcreekranch.com.¹

"Declarant" shall mean and refer to the parties who executed the Original Declaration.

"Declaration" shall have the meaning set forth above.

¹ The CSP supersedes the Pioneer Management Plan also previously referred to as the Resources Management Plan.

“Director” shall mean an individual member of the Board elected as set forth in the Bylaws of the Association.

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

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

“Fair Market Value” has the meaning set forth in Section 4.10.

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

"Fenceable Area" shall mean any portion of the Area of Disturbance for each Parcel and the Common Areas, within which area fencing may be constructed, provided that the Owner of such Parcel obtains the prior approval of the ATC for the construction of fencing within such Fenceable Area. No fencing shall be constructed outside the Fenceable Area on each Parcel without approval of the ATC.

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

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

“Grazing Lease” shall have the meaning set forth in Section 6.28.

“Guest” shall mean any guest or invitee of any Member.

“Guest Notice” shall have the meaning set forth in Section 6.29(b).

"Guidelines" shall mean The General Environmental and Architectural Guidelines for Wolf Creek Ranch as developed by the ATC as set forth in Article V of this Declaration. The current form of Guidelines will be available on the subdivision website found at www.wolfcreekranch.com.

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

"JSSD" means the Jordanelle Special Service District.

"JSSD Agreement" means the agreement between the Association and JSSD dated as of October 15, 2007

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

"Levy Date" has the meaning set forth in Section 4.10.3.

"Member" means any Owner of a Parcel or immediate family member of such Owner 18 years of age or older (e.g. a grandparent, mother, father, sibling, brother or sister). For an Owner that is an entity, "Member" shall include the person(s) who controls such entity.

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

"Outdoor Riding Arena" shall have the meaning set forth in Section 11.15.

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

"Parcel" shall mean any numbered building Parcel shown on the Plat Map of the Subdivision.

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

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

"Plat Map" shall have the meaning set forth in Recital B above.

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

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

"Quorum" shall mean a group of Owners who, collectively, own more than 50% of the Parcels comprising of the Subdivision.

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

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

"Real Estate Transfer Assessment" means the assessment required by Section 4.10.

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

"Subdivision" shall mean the subdivision known as Wolf Creek Ranch as created by the Plat Map, as it may be amended from time to time.

"Total Votes" means the total number of the votes of the Owners entitled to vote.

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

"Transfer" has the meaning set forth in section 4.10.

"Transferee" has the meaning set forth in Section 4.10.

"Transferor" has the meaning set forth in Section 4.10.

ARTICLE III PURPOSE OF DECLARATION

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

ARTICLE IV ASSOCIATION

4.1 Purpose of Association. The Declarant created the Association to enforce this Declaration is comprised of the Owners of Parcels within the Subdivision. The Association is the Association established to perform the functions and exercise the rights and powers as set forth in this Declaration for the benefit of the Owners. Membership in the Association is deemed an appurtenance to each Parcel for the purpose of enforcing the provisions of this Declaration. Membership in the Association is transferable only in conjunction with the transfer of the title to a Parcel. The Association, acting through the Board, shall have and exercise, as necessary, the powers set forth in this Article IV. The Association will meet as set forth in the Bylaws, and all actions taken outside of the meeting may be ratified at a subsequent meeting.

4.2 Enforcement Powers. The Association shall have the power to enforce this Declaration by actions at law or in equity brought in its own name and the power to retain professional services needed for the enforcement of this Declaration and to incur expenses for that purpose. The Board shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of this Declaration. The Board shall have the exclusive right to initiate enforcement actions in the name of the Association. Notwithstanding such power, no action by the Board or failure of the Board to act shall limit the individual rights of each Owner personally to enforce this Declaration in such owners' name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may also appear individually.

4.3 Maintenance Responsibilities. The Association may own fee title to, or be granted easements over, portions of the Property within the Subdivision and real property located outside the Subdivision. The responsibility to maintain and properly control the use of such land, is an obligation of the Association, which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of such land.

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

4.5 Assessments. The Association shall have the power to levy assessments against each Parcel as necessary to carry out its obligations and exercise its rights and powers hereunder. Except as provided in Section 10.5 of this Declaration all assessments will be equal on all Parcels, whether vacant or improved. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners by majority vote. The budget submitted by

the Association at the annual meeting will include a line item for reserves in an amount the Board deems to be prudent based on the reserve analysis required by Utah Statute. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of the Owners holding 67% of the Total Votes in a meeting called for that purpose. Any unpaid fines assessed against an Owner by the Association may be treated as a specific assessment against such Owner and applicable Parcel.

4.6 Assessments Constitute Lien, Mortgagee Protection. The Board may issue assessments as approved by the Members. Any validly imposed assessment by the Association shall constitute a lien against the Parcels in the Subdivision. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Interest shall accrue on unpaid liens at a rate determined from time to time by the Association. The lien of the Association against any Parcel shall have priority from the date that the notice of lien is recorded in the office of the Recorder of Wasatch County, Utah. The lien of the Association shall be subordinate to any previously recorded liens or encumbrances filed against that Parcel. The lien of the Association may be enforced and foreclosed in accordance with the provisions of Utah law applicable to the judicial foreclosure of a mortgage or in any other manner permitted by law. The Association shall be entitled to recover, in addition to the unpaid assessment and all interest accrued thereon, all costs and expenses, including without limitation attorneys' fees and court costs, incurred by the Association in pursuing actions to collect the unpaid assessments of the Association, regardless of the nature of the collection efforts undertaken by the Association. The Association may impose reasonable monetary penalties, including actual attorneys' fees and costs incurred by the Association in attempting to collect an unpaid assessment, and may temporarily suspend the Association membership rights of an Owner who is in default in the payment of any assessment.

Without limiting the provisions of this Section 4.6 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.

4.6.1 Suspension of Services and Right to Use Amenities for Non-Payment of Assessments. If an Owner fails or refuses to pay any assessment when due, the Board may: (a) temporarily terminate the Owner's right to receive 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 reasonably sees fit, including without limitation such Owner's right to vote during the period an assessment remains unpaid.

4.6.2 Appeals Process; Hearing. Before terminating services or rights of access to and/or use of recreational facilities/amenities within the Subdivision, the Board, 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 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, 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.

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 such Owner's right to 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.

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

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

4.9 Association Responsible for Enforcing the CSP. The Association shall be responsible to enforce the provisions of the CSP and any additions or alterations thereto. The Association shall be financially responsible for the enforcement of such provisions.

4.10 Real Estate Transfer Assessments. Upon the occurrence of a Transfer, the Transferee shall pay to the Association for the benefit of the Association a Real Estate Transfer Assessment equal to two percent (2%) of the Fair Market Value of the Parcel that is the subject of the Transfer. Each Transferee shall also comply with any determinations made by the Association with respect to such Real Estate Transfer Assessment. Proceeds of the Real Estate Transfer Assessments shall be segregated by the Association to be used for construction and maintenance of infrastructure improvements, roadside improvements and common area improvements, together with contingencies therefor.

4.10.1.1 The following definitions are applicable to Section 4.10:

“Real Estate Transfer Assessment” means the assessment required by Section 4.10

“Transfer” means, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease, or other transfer of beneficial ownership of any Parcel (including all improvements located on such Parcel and water rights appurtenant to such Parcel) within the Ranch, including but not limited to (1) the conveyance of fee simple title to any Parcel; (2) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Parcels, and (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture, limited liability company, or other entity which, directly or indirectly, owns one or more Parcels, but "Transfer" shall not mean or include the Transfers excluded under Subsection 4.10.2 below.

“Transferee” means all parties to whom any interest passes as the result of a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Section 4.10.

"Transferor" means all parties comprising the Owner of a Parcel immediately prior to a Transfer, which Parcel is the subject of a Transfer.

"Fair Market Value" of a Parcel that is the subject of a Transfer means, in the case of a Transfer that is in all respects a bona fide sale, the Consideration, as such term is defined below, given for the Transfer. In case of a Transfer that is a lease or is otherwise not in all respects a bona fide sale, Fair Market Value of the Parcel that is the subject of the Transfer shall be determined by the Association. A Transferee may make written objection to the Association's determination within 15 (fifteen) days after the Association has given notice of such determination, in which event the Association shall obtain an appraisal, at the Transferee's sole expense, from an MAI real estate appraiser of good reputation, who is qualified to perform appraisals in Utah, who is familiar with Wasatch County real estate values, and who shall be selected by the Association. The appraisal so obtained shall be binding on both the Association and the Transferee. Where a Transferee does not object within 15 days after the time required by

this Section for objecting, the Transferee shall be deemed to have waived all right of objection concerning Fair Market Value, and the Association's determination of such Fair Market Value shall be binding.

"Consideration" means the total of money paid and the Fair Market Value of any property delivered, or contracted to be paid or delivered, in return for the Transfer of any Parcel within the Ranch. The term "Consideration" includes the amount of any note, contract indebtedness, rental payment or other obligation payable to the Transferor in connection with such Transfer, whether or not secured by any lien, deed of trust, or other encumbrance, given to evidence the Transfer price, or any part thereof, at the time of Transfer. The term "Consideration" includes the amount of any note, contract indebtedness, rental payment or other obligation which remains unpaid at the time of the Transfer and which encumbers the Parcel that is the subject of the Transfer, whether or not assumed by the Transferee.

4.10.1.2 Exclusions. The Real Estate Transfer Assessment shall not apply to any of the following excluded events, except to the extent that any such exclusion is used for the purpose of avoiding the Real Estate Transfer Assessment:

(i) Any Transfer to the United States, or any agency or instrumentality thereof, the State of Utah, any county, city, municipality, district, or other political subdivision of the State of Utah.

(ii) Any Transfer to the Association.

(iii) Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives (including the Transferor's spouse), but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

(iv) Any Transfer arising solely from the termination of a joint tenancy or the partition of a Parcel held under common ownership or in connection with a divorce, except to the extent that additional Consideration is paid in connection therewith.

(v) Any Transfer or change of interest by reason of death, whether provided for in a will, trust, or decree of distribution, or by reason of the dissolution or winding up of any business entity.

(vi) Any Transfer to secure a debt or other obligation or to release a Parcel that is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

(vii) The Transfer of a Parcel to an organization that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, provided that the Association specifically approves such exemption in each particular case.

(viii) Any Transfer to an affiliated party, where "affiliated party" means any entity that controls, is controlled by, or is under common control with the Transferor, including control through voting interests, management agreements, or other arrangements resulting in effective control over the management of the affairs of such entity.

(ix) Any Transfer that was consummated prior to June 15, 2002.

(x) With respect to any Parcel that was owned by an Owner as of June 15, 2002, the next Transfer of such Parcel by such Owner that is consummated subsequent to June 15, 2002.

(xi) The conveyance, lease, assignment or transfer of any interest in the Water Delivery System.

(xii) The conveyance, lease, assignment or transfer of any interest in any of the Common Areas.

4.10.3 Levy Date. All Real Estate Transfer Assessments shall automatically be levied at the time of a Transfer ("Levy Date") and shall be payable within thirty (30) days following the Transfer, and each Real Estate Transfer Assessment not paid within the thirty (30) day period shall accrue interest until fully paid at 5% (five percent) per annum over the rate of interest announced from time to time by Wells Fargo Bank, as its "prime rate" for commercial loans. Such interest shall be payable on demand, and if unpaid, shall be compounded monthly at the rate so calculated as of thirty (30) days after the Levy Date, and all accruing interest shall become a part of the Real Estate Transfer Assessment due and owing to the Association. Any delay by the Association in issuing a collection notice for a Real Estate Transfer Assessment shall not relieve the Transferee of its obligation to timely pay the assessment or impair the right of the Association to collect such Real Estate Transfer Assessment. A Real Estate Transfer Assessment shall constitute a lien against the Parcel that is the subject of the Transfer and shall be enforceable by the Association and collectible by the Association as set forth in Section 4.6 of this Declaration.

4.10.4 Capital Reserve Fund. The Association shall establish a "Capital Reserve Fund" and shall use the Capital Reserve Fund for such uses and purposes as the Board of Directors of the Association may authorize and approve from time to time, which uses may include, without limitation, the payment of the costs to construct, maintain, repair and replace improvements within the Common Areas of the Ranch, including without limitation equestrian facilities, camping and picnicking areas, and other similar improvements which may be approved from time to time by the Board. The Board of may also authorize the use of the Capital Reserve Fund to pay the costs to improve, maintain and repair from time to time any of the Roadways within the Ranch for which the Association has the obligation and responsibility to maintain and repair,

which maintenance costs may include the expenses of snow removal, as approved by the Association.

Notwithstanding the provisions of this Section 4.10.4, the Association may also 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.

ARTICLE V ATC

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

5.2 ATC Created. The ATC will consist of five owners in good standing. All five members of the ATC will be elected by the Parcel Owners by means of a vote at an official HOA Meeting. Terms will be for three (3) years, and a member of the ATC may serve two consecutive terms. After at least one year of not serving on the ATC, a previous member may serve any addition term or terms.

5.3 Approval by ATC. No Improvements of any kind, including without limitation any Dwelling, garage, caretaker dwelling, Barn, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, pole, trampoline, satellite dish or antenna, solar panel, utility line or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the ATC. The construction of all Improvements must occur within the Area of Disturbance for each Parcel or within the Common Areas except that the construction and installation of Roadways, utility lines, water wells, water storage tanks, waterlines and septic tanks may, with the prior written approval of the ATC, be located either within or outside an Area of Disturbance or the Common Area, provided that following such construction or installation the disturbed areas are returned to as natural and undisturbed state as reasonably possible. The construction of all fencing must occur within the Fenceable Area on each Parcel or within the Common Area. No Excavation, Fill, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the prior written approval of the ATC. Approval of the ATC will be sought in the following manner:

5.3.1 Plans Submitted. A complete set of plans for the construction of any Improvement as described in Section 5.3 must be signed by the applicant and submitted to the ATC for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Parcel of the Improvements, including without limitation the exterior walls of any

Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification to an existing Dwelling, the ATC may waive any of the foregoing requirements.

5.3.2 Review Fee. The applicant will pay a review fee to the ATC in the amount determined by the ATC from time to time. The primary purpose of the fee is to cover the cost and expense of reviewing the plans and giving notice of meetings.

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

code and the building and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

5.3.4 Written Record. The ATC will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

5.3.5 Failure to Act. If the ATC has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission shall be deemed to have been disapproved.

5.3.6 Permits and Approvals from Wasatch County. Notwithstanding any other provision of this Declaration to the contrary, prior to commencing the construction of any Improvements on any Parcel, the Owner of each Parcel must obtain from Wasatch County all necessary permits and approvals required by Wasatch County in connection with the construction of any such Improvements.

5.3.7 Construction 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 ATC. 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 ATC from time to time.

5.4 Variances. The ATC (upon prior written approval of the Board) 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 members of the Board; except, however, that the ATC may unanimously approve minor variances. For purposes of such approval, the term minor shall include, for example, but not be limited to improvements not visible through any view corridor or a roof improvement affecting less than 20% of the roof area of a structure. Notwithstanding the foregoing, neither the ATC nor the Board may, deviate beyond the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

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

all claims against the ATC in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

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

5.7 Association, Directors and ATC not Liable. The Association, the Directors, and the ATC and its members shall not be liable to the applicant or to the Owners of any Parcels within the Subdivision for damages or any other remedy as the result of their actions, inactions, or approval or disapproval of any set of plans submitted to the ATC for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Association, the Association, the Directors, the ATC or its members as a result of the performance or failure to perform the duties created by this Declaration. Any person or persons acquiring title to any Property in the Subdivision shall be deemed to have agreed and covenanted that such Owner will not bring any action or suit to recover damages against the Association, the Association, the Directors, and the ATC or its members, or the advisors, officers, employees or agents of the any of the foregoing, as a result of the performance by the ATC of its duties and responsibilities under this Declaration. Each Owner has the right to enforce this Declaration against another Owner and may seek independent redress if such Owner believes the ATC has acted improperly.

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

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

5.10 Enforcement of Guidelines. The Board 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 on behalf of the Association, for inclusion in the Guidelines from time to time.

5.11 Environmental Management Responsibilities. The Board, on behalf of the Association, shall have the responsibility of adopting and amending the procedures, additions, amendments, and policies of the CSP. The CSP is available on the Subdivision website at www.wolfcreekranch.com. The Board shall use the CSP for purposes of considering the condition of the natural resources located upon all Property within the Subdivision. The Board, 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 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 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 CSP.

ARTICLE VI RESTRICTIONS ON ALL PROPERTY

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

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

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

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

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

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

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

6.6 Animals and Animal Control. Ordinary household pets, horses and other animals as may be approved in advance by the Board, 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. 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 ATC must approve all such Permitted Improvements before any animals will be kept on the Property. The Board may impose a limit on the number of any type of animal, including horses, which an Owner may keep on any Parcel. The Board 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 ATC. 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 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.

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

6.8 Underground Utilities. All water, sewage disposal, electrical, propane, telephone, television, and any other utility lines in the Subdivision are to be underground, including utility lines within any Parcel which service Improvements entirely within that Parcel. No road cuts will be permitted within Wolf Creek Ranch.

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

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

6.10.1 Insurance Review. No less than every two (2) years, the Board 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 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.

6.11 No Hazardous Activity. No activity may be conducted on any Parcel that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms (other than under circumstances as are expressly permitted by the Board) or fireworks, and setting open fires (other than in a properly supervised and contained barbecue unit or in a well-designed interior fireplace).

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

6.13 No Annoying Lights. All outdoor lighting is subject to the Wasatch County Night Sky Ordinance, and further subject to approval by the ATC. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Parcel on which it is installed. This shall not apply to street lighting maintained by the County or the Association.

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

6.15 Water Delivery System. All Parcels within the subdivision are served by the JSSD Water Delivery System owned, operated, maintained, repaired, and controlled by JSSD, pursuant to 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 deliver 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.

6.15.1 Charges for Water Service. 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.

6.15.2 Common Area Water. Notwithstanding anything contained herein to the contrary, the Association shall have the right to collect assessments from the Owners of all Parcels 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 herein prescribed.

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

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

6.18 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 ATC 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.

6.19 Protection of Springs and Streams. The construction of any Dwellings or other Permitted Improvements should not alter or impede the natural flow of surface waters or ground waters. An Owner planning to construct a Dwelling or other Permitted Improvements on a Parcel proximate to streams or springs should seek the advice of a licensed architect or professional engineer, particularly if the Dwelling or other Permitted Improvements is to include basement space. The flow of any stream, creek or spring may not be stopped or dammed without the approval of the ATC and any necessary approvals from any governmental authority having jurisdiction thereof. No lakes, ponds or other bodies of water located within the Subdivision shall be filled in or otherwise altered without the prior consent of the ATC and the prior consent and approval of any governmental authority having jurisdiction with respect thereto. The Owner of each Parcel may provide for the enhancement of stock watering ponds and other water features intended for the benefit and use of wildlife on any portion of such Owner's Parcel, provided that such Owner obtains the prior consent of the ATC and the prior consent and approval of any governmental authority having jurisdiction with respect thereto. The approval of ATC with respect to such stock watering pond or other water feature shall be sought by the Owner in the manner set forth in Section 5.3 of this Declaration.

6.20 No Transient Lodging Uses or Leasing. The Parcels are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No Parcel shall be leased for any period of time unless the Board approves an exception based on hardship to the Owner. No Parcel shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Parcel.

6.21 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 CSP adopted by the Association, the Board 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 in its reasonable discretion, 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 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, by giving notice to the Ranch Manager..

6.22 Wildlife Protection. Except as otherwise expressly permitted by the Board, 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 ATC, 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.

6.23 Restriction on Vehicles. All vehicles operated within the Subdivision shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise. All vehicles shall be operated only on such roads and trails as may be designated from time to time by the Board (or the Ranch Manager, if designated by the Board) 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 (or the Ranch Manager, if designated by the Board) 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. Mufflers on all vehicles operated within the Subdivision must conform to the noise standards established from time to time by the Board. All drivers of vehicles must be legally licensed. Under no circumstances will motorized vehicles, including but not limited to snowmobiles, dirt bikes, and other forms of such all-terrain vehicles, be used to pursue the native wildlife.

6.24 Road and Trail Usage. The Board 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 may, from time to time, also establish additional rules and standards with respect to the use of the trails, such as: (i) appropriate times of use; (ii) appropriate seasons of use; (iii) appropriate speeds of travel; (iv) rules of use etiquette; (v) restricting use to designated areas and/or trails, including the closing of other areas and trails; (vi) restrictions on use by guests of Owners; and (vii) rules for maintenance and clean-up of the trails.

6.25 Equestrian Trail Easements. The Board shall establish a system of equestrian trails within the Subdivision. The location of the equestrian trails shall be limited to the easement corridors which are established on the Plat within 300 feet on each side of the boundary lines of the Parcels within the Subdivision. The equestrian trail easements and all other trail easements established within the Subdivision are established for the use and benefit of all of the Owners of the Parcels within the Subdivision and the guests and invitees of such Owners. The equestrian

trail easements and all other trail easements established within the Subdivision are not created for the use or benefit of the general public, and the Owners and the Association shall be entitled to take such legal action as is necessary in order to preclude the general public from utilizing such trail easements within the Subdivision. No improvements of any kind, including without limitation fences or other types of barriers or obstructions, shall be constructed within the equestrian trail easements located on the Parcels within the Subdivision.

6.26 Conservation Easement. Each Parcel is subject to the perpetual, irrevocable Conservation Easement which has been granted by the Association to the Conservation Easement Grantee and which pertains to and affects all of the Property within the Subdivision other than (a) the Areas of Disturbance located on the Parcels and (b) the Common Areas within the Subdivision, and (c) the well sites and tank sites for the Water Delivery System within the Subdivision. The uses of the Property within the Subdivision permitted by the Conservation Easement are consistent with the terms and conditions of this Declaration. The Conservation Easement Grantee has been granted the right under the Conservation Easement to enforce all of the terms and conditions set forth in the Conservation Easement. The Conservation Easement Grantee has the right to approve any proposed changes to the Buildable Area or the of each Parcel which differs from the location of the Buildable Area as determined by the Plat Map.

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

the range and to maintain a suitable habitat for the various species of wildlife located within the area.

Notwithstanding anything contained in this Section 6.28 to the contrary, the Board shall have the authority to enter into such grazing leases or amendments/replacements thereof (to continue, renew, or restate the existing Grazing Lease , as the Board deems prudent in the best interest of the Association to maintain its Greenbelt status, and consistent with the intent of the Declaration. The management and oversight of any grazing lease on the Ranch shall be within the purview and responsibility of the Board.

6.28 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 shall be accompanied at all times by a Member while on or utilizing Ranch amenities, facilities/Common Areas.

(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 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 finds, in its reasonable opinion, that such Member is habitually permitting the violation of the foregoing restrictions, the Board 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 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.

ARTICLE VII RESTRICTIONS ON PARCELS

7.1 Area of Disturbance within the Buildable Area. Prior to the commencement of the construction of any Improvements on a Parcel, the Owner of the Parcel must obtain the written approval of the ATC for the location of the Area of Disturbance for such Parcel, which Area of Disturbance must be located within the Buildable Area as defined above and shown on the Plat Map. With the exception of driveways for ingress and egress, wells, underground water lines and underground utility lines, no Improvements shall be constructed on any Parcel outside of the Area of Disturbance on such Parcel. In order for the Owner of the Parcel to obtain the approval of the ATC for the selection of the Area of Disturbance for such Parcel, the Owner shall deliver to the ATC a topographical survey overlaid on the recorded Plat which identifies the location of the Buildable Area for such Parcel and which identifies the location of the proposed Area of Disturbance for such Parcel. Upon receipt of such survey and such written request from the Owner of a Parcel for approval of the Area of Disturbance, the ATC shall review such proposal and shall respond to the Owner within thirty days of such submission. Provided that the Area of Disturbance is located within the Buildable Area for such Parcel, if the ATC has not rejected the proposed location of the Area of Disturbance for such Parcel within thirty days after submission of such proposal, the proposal shall be deemed to have been approved by such committee. The ATC shall submit to the Conservation Easement Grantee written notice of each Area of Disturbance which has been approved by the ATC. At such time as the ATC has approved the location of an Area of Disturbance for a Parcel, the Owner of such Parcel shall be obligated, at such Owner's expense, to cause the perimeter boundary of the Area of Disturbance to be staked and marked in a manner approved by the ATC. The ATC shall include the Areas of Disturbance on the Building Site Map with respect to each Parcel within the Subdivision. In the event that the Owner of a Parcel proposes the location of any Area of Disturbance which would include any property located outside of the Buildable Area for such Parcel as shown on the Plat Map, then the Owner of such Parcel shall deliver to the ATC a review fee in the amount reasonably determined by the ATC from time to time together with such Owner's written request and survey with respect to such proposal. The ATC shall have a period of sixty days to review such submittal, and the ATC shall seek the written approval of the Conservation Easement Grantee for the location of the Area of Disturbance outside the Buildable Area as shown on the Plat Map for such Parcel. The Owner of the Parcel who seeks the approval of an Area of Disturbance, all or a part of which is located outside the Buildable Area for such Parcel as shown on the Plat Map shall be responsible for paying all costs and expenses incurred by the ATC in seeking the approval of Conservation Easement Grantee. If the ATC and the Conservation Easement Grantee have not approved or rejected any proposed relocation of the Buildable Area within sixty days after payment of the review fee and the submission of the survey with respect to such proposed change by the Owner, the submission shall be deemed to have been disapproved.

7.2 Fenceable Area. The Owner of each Parcel must seek the approval of the ATC and the Conservation Easement Grantee for the construction or installation of any fencing pursuant to the procedures set forth in Section 5.3 of this Declaration, all of which fencing must be within the Fenceable Area. In the event that the Owner of a Parcel proposes to change the location of the Fenceable Area on such Owner's Parcel, the Owner shall submit such proposal to the ATC in writing, together with a review fee in the amount reasonably determined by the ATC from time to time and a topographical survey which sets forth the location and a metes and bounds description of the Fenceable Area for such Parcel, and of any such proposed changes to the Fenceable Area. Such proposed change to the Fenceable Area shall require the consent of the ATC and also the prior written approval of the Conservation Easement Grantee. The Owner requesting any such change to the location of the Fenceable Area shall be responsible to pay all costs and expenses incurred by the ATC in reviewing such proposed change to the Fenceable Area and in seeking the approval of the Conservation Easement Grantee with respect to such proposed change to the Fenceable Area. If the ATC and the Conservation Easement Grantee have not approved or rejected any proposed relocation of the Fenceable Area within sixty days after payment of the review fee and the submission by the Owner of the survey with respect to such proposed change, the submission shall be deemed to have been disapproved.

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

7.4 Floor Area. The primary single family Dwelling which may be constructed on a Parcel in the Subdivision shall have a minimum living Floor Area, exclusive of garages, balconies, porches, decks and patios, of 4,000 square feet. The caretaker dwelling on any Parcel shall have minimum and maximum living Floor Area, exclusive of garages, balconies, porches, decks and patios of 1,500 square feet and 2,000 square feet, respectively. The living Floor Area of the caretaker dwelling on a Parcel shall not exceed 2,000 square feet.

7.5 Prosecution of Construction. All construction and alteration work shall be prosecuted diligently, and each Dwelling or caretaker dwelling which is commenced on any Parcel shall be entirely completed within twenty-four (24) after commencement of construction. A three (3) month grace period after the initial twenty-four (24) period has expired may be granted by the ATC upon the showing of just cause for such grace period.

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

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

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

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

7.10 Fences. Fencing shall be allowed with the approval of the ATC, but all fencing within the Subdivision must be located within the Fenceable Area, All such fencing shall be log fencing with fence posts consisting of vertical log poles six inches in diameter and with three horizontal log poles four inches in diameter. In order to contain smaller animals, the ATC may approve wire mesh along the bottom three feet of such log fencing. No barbed wire shall be utilized on any fencing. All fencing within the Subdivision shall have a continuity of appearance in keeping with the setting and surroundings of the Property. All fencing screens or walls shall be of a type, design, material and height as may be approved by the ATC. The fencing shall not

exceed 42 inches in height. Customized entrances through such fencing into the Parcel must be approved by the ATC.

7.11 Location of Improvements and Driveway Length. A parcel plan showing the desired location of the proposed Dwelling and all other Improvements within each Parcel and the driveway and any additional excavation shall be submitted to the ATC for approval before any construction shall commence. Dwelling locations will not be allowed on the trails located within each Parcel. Any driveway which is proposed to be 150 feet or longer will require that an emergency vehicle will have room by the Dwelling within which to turnaround, and the design, location and size must meet all federal, state and local fire codes and must be approved by the ATC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) There shall be installed within one hundred fifty (150) feet of the Dwelling on each Parcel a fire hydrant as approved by the Fire Marshall of the governmental authority having jurisdiction over the subdivision.

ARTICLE VIII OWNERS' MAINTENANCE OBLIGATIONS

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

8.2 Repair by Association. In the event that an Owner permits his Parcel or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or an unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Parcel and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to pay promptly the reasonable costs of any work performed under this provision. Unpaid amounts will accrue interest at the lawful judgment rate under applicable state law.

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

8.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior

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

ARTICLE IX CONSTRUCTION COVENANTS

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

9.2 Pre-Construction Conference. Prior to the commencement of construction, the Owner and builder will meet with the ATC to review these regulations and coordinate the construction activities within the Subdivision. At the conference, or prior to the ATC granting its approval, the Owner or builder must supply a construction site plan showing the location of material storage areas, the portable toilet, any construction office or trailer, and the trash dumpster. This plan must be approved by the ATC prior to the commencement of construction.

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

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

9.5 Portable Office or Trailer. Any builder who desires to bring a portable office or trailer onto a Parcel shall first apply for and receive written approval from the ATC. The ATC will work closely with the builder and Owner to determine the best possible location for the portable office. The portable office will be located in a location approved by the ATC and within the limits of disturbance area. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance

of a certificate of occupancy, (ii) the termination, expiration, or cancellation of the applicable building permit, or (iii) the suspension of construction activities for a period of 60 days.

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

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

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

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

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

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

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

9.13 Hours of Work. Daily working hours on the site shall be limited to the period beginning one-half hour after sunrise and ending one-half hour before sunset, unless otherwise

restricted by County ordinances. The builder is responsible for controlling noise emanating from the site.

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

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

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

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

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

outside the Area of Disturbance, as a result of such construction activities. For income tax purposes, all interest earned on the deposit shall be deemed interest earned by the Owner of the Parcel in question.

ARTICLE X COMBINATION OF PARCELS

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

10.2 Other Easements Not Affected. The combination of one or more Parcels shall not impair the equestrian trail easements, utility easements and any other easements affecting the combined Parcels as shown on the Plat Map or as otherwise recorded with the Recorder of Wasatch County, Utah, unless otherwise provided on an amended Plat Map which is recorded with the Recorder of Wasatch County, Utah for the purpose of evidencing the combination of such Parcels.

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

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

10.5 Assessment of Combined Parcels. Notwithstanding anything in this Declaration to the contrary, and excluding Real Estate Transfer Assessments, the Association shall levy assessments against all Parcels combined pursuant to this Article X as though such Parcels had not been combined. Accordingly, and by way of example, if two adjoining Parcels are combined, then the assessment made against such combined Parcel pursuant to Article IV shall be two times

more than the amount of the assessment made against each of the other Parcels within the Property not combined pursuant to this Article X.

ARTICLE XI GENERAL PROVISIONS

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

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

11.3 Remedies.

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

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

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

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

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

11.5 Limited Liability. Neither the Association, the Directors, or the ATC or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or

inactions are the result of the good faith exercise of their judgment or authority under this Declaration and without malice.

11.6 Term of Declaration, Renewal. This Declaration shall expire fifty years from the date it is first recorded with the Recorder of Wasatch County, Utah, provided, however, that in the last year prior to expiration, sixty-seven percent (67%) or more of a Quorum of Owners of the Parcels (either in person or by proxy) may, by written notice which is recorded with the Recorder of Wasatch County, Utah, agree to extend the term of this Declaration for a period of an additional twenty years, and at the end of each additional period of twenty years thereafter, sixty-seven percent (67%) or more of a Quorum of Owners of the Parcels (either in person or by proxy) may, by written notice which is recorded with the Recorder of Wasatch County, Utah, agree to extend the term of this Declaration for a period of twenty additional years; provided that, in either case, in no event shall such sixty-seven percent (67%) or more of a Quorum contain less than a simple majority of the total number of the Parcels comprising the Property, voting affirmatively.

11.7 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, sixty-seven percent (67%) or more of a Quorum of Owners may amend the provisions of this Declaration; provided, however, in no event shall such Owners, collectively, own less than a simple majority of the Total Votes. By way of example, and not as a limitation, if there are 81 Parcels at the time of a vote to approve an amendment to this Declaration, then a Quorum of Owners approving such amendment to this Declaration must contain no less than the Owners of 41 Parcels. Each Owner is entitled to one (1) vote. In addition to the foregoing provisions, prior to any vote by the Association to approve any proposed amendment to this Declaration, the Board of the Association shall convene an advisory meeting, open to all Owners, no less than ninety (90) days prior to any such vote of the Association. The Owners shall be permitted to attend such advisory meeting and comment on any such proposed amendment to this Declaration. The Board of the Association, or its staff, shall deliver at least thirty (30) days' prior written notice of such advisory meeting to all the Owners, together with a written agenda (including the proposed language of any such proposed amendment). Following such advisory meeting, the Board of the Association, or its staff, shall deliver to all the Owners a reasonably detailed written summary –of the findings made and discussions held at such advisory meeting (including a reasonably detailed explanation (e.g., pros., cons. etc.), which summary shall be delivered to all Owners (via email, if possible, and via regular First Class U.S. Mail) no less than ten (10) days prior to the scheduled deadline to vote on such proposed amendment to this Declaration. Any amendment must be in writing and must be properly recorded in the office of the Recorder of Wasatch County, Utah. No amendment will be binding upon the holder of any mortgage or trust deed on any Parcel which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment. No amendment shall have the effect of increasing the number of Parcels or Dwellings within the Subdivision beyond that approved by the County and this Declaration, or making less restrictive the provisions of this Declaration regulating the uses of the Property within the Subdivision.

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

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

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

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

11.12 No Expansion of Project. The Declarant previously expanded the Ranch by the addition of Additional Land. All such Additional Land has been added and it is not anticipated that any further expansion will occur.

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

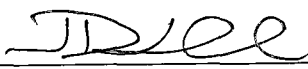
11.14 Reservation of Easements In the Original Declaration. Association expressly reserved for Association and Association's agents and employees easements of access, ingress and egress over the Parcels for the purpose of drilling wells, maintaining, repairing and installing water and other utility lines, drainage structures and other improvements which are to be constructed and installed by Association as provided in this Declaration or in connection with the Improvements required by the County to be installed and instructed by the Declarant, in accordance with the provisions of this Declaration. The Association now has the benefit of all such reservations.

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

11.16 Conveyance of Common Areas. To the extent not previously conveyed, the Declarant hereby conveys to the Association all portions of the Subdivision designated on the Plat as Common Areas, which Common Areas shall be owned, improved and maintained by the Association for the equal and common benefit of and use by the Owners of all of the Parcels within the Subdivision. Declarant. Any improvements constructed within the Common Areas must be approved by the Association and by the ATC. The address of the Association is 3480 E. Bench Creek Road, Woodland, Utah 84036.

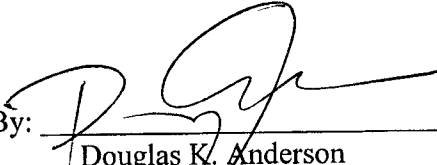
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

**WOLF CREEK RANCH HOMEOWNERS
ASSOCIATION, INC.**
a Utah non-profit corporation

By: 
James D. Shuler
Title: President

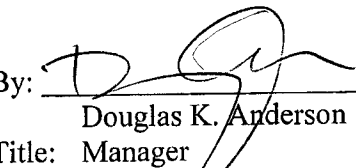
HEBER RANCHES, L.L.C.,
a Utah limited liability company

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

By: 

Douglas K. Anderson
Title: Manager

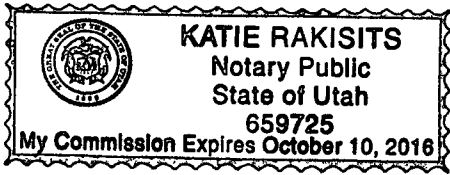
ASPEN RIDGE RANCHES, L.L.C.,
a Utah limited company

By: 

Douglas K. Anderson
Title: Manager

STATE OF UTAH)
 : ss
COUNTY OF WASATCH)

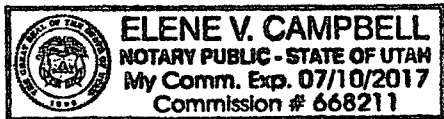
The foregoing instrument was acknowledged before me this 2 day of July, 2016 by James D. Shuler in his capacity as the President of Wolf Creek Ranch Homeowners Association, Inc., a Utah non-profit corporation, which company executed the same by such action.



Katie Rakisits
NOTARY PUBLIC
Residing at: Oakley, UT
My Commission Expires: 10/10/16

STATE OF UTAH)
 : SS
COUNTY OF, *Salt Lake*)

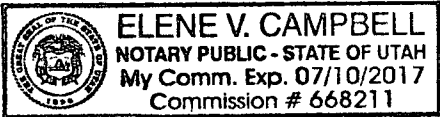
The foregoing instrument was acknowledged before me this 11th day of July, 2016 by Douglas K. Anderson in his capacity as a Manager of Heber Ranches, L.L.C., a Utah limited liability company.



Elene Campbell
NOTARY PUBLIC
Residing At: *Salt Lake City, Utah*
My Commission Expires: *7.10.17*

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1st day of July, 2016 by Douglas K. Anderson in his capacity as a Manager of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.



Elene Campbell
NOTARY PUBLIC
Residing at: Salt Lake City, Utah
My Commission Expires: 7-10-17

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

Legal Description of the Property

Plat A CORRECTED

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.

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 Section 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 $-37^{\circ}33'11''$ (chord bears S $74^{\circ}13'26''$ E 193.13 feet, 12) thence N $86^{\circ}59'58''$ 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 $15^{\circ}34'06''$ (chord bears S $85^{\circ}12'59''$ E 135.44 feet), 14) thence S $77^{\circ}25'56''$ 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 $52^{\circ}12'57''$ (chord bears S $51^{\circ}19'27''$ E 132.02 feet), 16) thence S $25^{\circ}12'59''$ 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 $-91^{\circ}00'00''$ (chord bears S $70^{\circ}42'59''$ E 213.98 feet), 18) thence N $65^{\circ}19'47''$ 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 $18^{\circ}37'25''$ (chord bears N $74^{\circ}38'30''$ E 48.54 feet), 20) thence S $22^{\circ}55'23''$ E 609.49 feet, 21) thence S $02^{\circ}05'03''$ E 259.31 feet, 22) thence S $54^{\circ}18'21''$ E 378.50 feet, 23) thence S $28^{\circ}57'04''$ E 632.07 feet, 24) thence S $03^{\circ}53'31''$ E 747.43 feet, 25) thence S $11^{\circ}31'55''$ E 385.99 feet, 26) thence S $01^{\circ}50'56''$ W 661.20 feet, 27) thence S $21^{\circ}47'39''$ E 641.66 feet, 28) thence S $11^{\circ}00'15''$ W 789.26 feet, 29) thence S $02^{\circ}59'01''$ E 352.97 feet, 30) thence S $12^{\circ}54'42''$ W 193.09 feet, thence S $11^{\circ}35'00''$ W 213.05 feet, thence S $49^{\circ}57'43''$ W 420.73 feet to the Centerline of Big Pole Creek, thence along a Meandering Centerline the following 28 calls) 1) thence N $75^{\circ}46'26''$ W 253.01 feet, 2) thence S $63^{\circ}12'08''$ W 373.18 feet, 3) thence S $55^{\circ}49'23''$ W 431.33 feet, 4) thence S $32^{\circ}07'59''$ W 219.78 feet, 5) thence N $83^{\circ}01'28''$ W 177.25 feet, 6) thence S $71^{\circ}54'02''$ W 412.05 feet, 7) thence West 128.11 feet, 8) thence S $46^{\circ}06'17''$ W 530.27 feet, 9) thence S $78^{\circ}02'00''$ W 123.48 feet, 10) thence S $42^{\circ}57'47''$ W 359.85 feet, 11) thence S $60^{\circ}03'28''$ W 359.06 feet, 13) thence N $79^{\circ}17'43''$ W 137.83 feet, 14) thence S $69^{\circ}14'35''$ W 227.04 feet, 15) thence S $47^{\circ}16'17''$ W 525.17 feet, 16) thence S $31^{\circ}53'52''$ W 865.91 feet, 17) thence S $17^{\circ}28'09''$ W 415.75 feet, 18) thence S $58^{\circ}17'56''$ W 607.40 feet, 19) thence S $63^{\circ}25'00''$ W 145.26 feet, 20) thence S $26^{\circ}03'56''$ W 1921.03 feet, 21) thence S $08^{\circ}27'59''$ W 225.47 feet, 22) thence S $20^{\circ}53'31''$ W 75.06 feet, 23) thence S $05^{\circ}47'53''$ W 92.54 feet, 24) thence S $01^{\circ}44'58''$ E 240.44 feet, 25) thence S $20^{\circ}20'19''$ W 35.65 feet, 26) thence S $06^{\circ}30'12''$ E 61.95 feet, 27) thence S $35^{\circ}10'51''$ W 183.84 feet, 28) thence S $07^{\circ}42'56''$ W 126.51 feet to the South Section Line of Section 31, thence along the Section Line N $86^{\circ}10'36''$ W 788.35 feet to the Southwest Corner of Section 31, thence along the Township Line N $00^{\circ}23'11''$ E 13129.01 feet to the West 1/4 Corner of Section 19 said Township and Range, thence along Township Line N $00^{\circ}19'06''$ E 287.67 feet, thence N $77^{\circ}00'10''$ W 323.72 feet, thence N $35^{\circ}47'32''$ W 274.24 feet, thence N $00^{\circ}09'43''$ W 156.56 feet, thence N $43^{\circ}29'40''$ E 699.70 feet to the Range Line, thence along the Range Line N $00^{\circ}19'06''$ E 1370.32 feet to the Northwest Corner of Section 19, thence along Section Line S $89^{\circ}50'05''$ 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 $88^{\circ}20'42''$ E 61.19 feet, 2) thence N $88^{\circ}20'42''$ E 2794.14 feet, 3) thence S $88^{\circ}47'24''$ E 1646.57 feet, thence S $03^{\circ}26'31''$ 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 $307^{\circ}04'30''$ (chord bears S $12^{\circ}36'32''$ W 133.68 feet), thence S $35^{\circ}51'34''$ W 716.62 feet, thence S $26^{\circ}45'59''$ 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 $-48^{\circ}49'41''$ (chord bears N $61^{\circ}06'38''$ E 248.00 feet), thence N $36^{\circ}41'48''$ 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 $65^{\circ}26'53''$ (chord bears N $69^{\circ}25'15''$ E 1081.19 feet), thence S $77^{\circ}51'19''$ 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 $-111^{\circ}48'41''$ (chord bears N $46^{\circ}14'21''$ E 248.43 feet), thence N $09^{\circ}40'00''$ 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 $146^{\circ}43'42''$ (chord bears N $63^{\circ}41'51''$ E 287.44 feet, thence S $42^{\circ}56'18''$ 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 $39^{\circ}07'44''$ (chord bears S $23^{\circ}22'26''$ E 267.89 feet), thence S $03^{\circ}48'34''$ 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 $-14^{\circ}16'37''$ (chord bears S $10^{\circ}56'53''$ E 621.34 feet), thence S $77^{\circ}51'00''$ W 495.43 feet, thence S $41^{\circ}41'40''$ W 727.47 feet, thence S $81^{\circ}26'04''$ W 549.56 feet, thence S $51^{\circ}47'40''$ W 2160.31 feet, thence S $49^{\circ}18'29''$ E 269.63 feet to the South Section Line of Section 2, thence along the Section line S $89^{\circ}10'30''$ W 1284.32 feet, thence N $45^{\circ}29'55''$ W 1220.73 feet, thence S $89^{\circ}59'59''$ W 3820.38 feet, thence N $00^{\circ}46'55''$ W 2210.46 feet, thence S $89^{\circ}27'00''$ W 3236.09 feet, thence N $69^{\circ}12'08''$ 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.

Plat 3B

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 feet 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.

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 lot 108 of WOLF CREEK PLAT 5A as recorded entry # 233885 book 506 pages 217-236 as recorded in Wasatch County, Utah

Wolf Creek plat 5A – lot 108 as recorded

Beginning at a point that is S 89°47'11" E 1052.37 feet along the Section line and North 51 96 feet from the Southwest Corner of Section 12, Township 3 South, Range 6 East Salt Lake Base and Meridian, and running thence along the common lot 108 boundary as recorded the follow 15 calls; 1)N 40°45'04" E 221.22 feet, thence 2) N 31°30'30" E 182.85 feet, thence 3)S 48°00'14" E 303.98 feet, thence 4) S 48°00'14" E 87.70 feet, thence 5) S 37°55'14" E 290.76 feet to a point on a 225.00' radius curve to the right, thence 6) along the arc of a said curve 372.49 feet, through a delta of 94°51'09" (chord bears S 09°30'20" W 331.38 feet), thence 7) S 56°55'55" W 6.39 feet, thence 8) N 33°04'05" W 22.82 feet, thence 9) N 33°03'12" W 46.93 feet, thence 10) N 32°38'48" W 131.44 feet to a point on a 433.81' radius non-tangent curve to the left, thence 11)along arc of said curve 89.93 feet through a delta of 11°52'41" (chord bears N 37°29'12" W 89.77 feet) to a point on a non-tangent 671.60' radius curve to the left, thence 12) along arc of said curve 185.99 feet through a delta of 15°52'01" (chord bears N 46°35'21" W 185.39 feet) to a point on a non-tangent 811.50' radius curve to the left, thence 13) along arc of said curve 141.33 feet through a delta of 9°58'42" (chord bears N 64°42'08" W 141.15 feet) to a point on a non-tangent 548.27' radius curve to the left, thence 14)along arc of said curve 123.25 feet through a delta of 12°52'47" (chord bears N 74°09'25" W 122.99 feet)to a point on a non-tangent 190.19' radius curve to the right, thence 15)along arc of said curve 113.31 feet through a delta of 34°08'11" (chord bears N 70°51'39" W 111.64 feet) to the point of beginning. Parcel contains 5.21 acres.

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.

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

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

CO212510



RECEIVED

JUL 27 1998

UTAH DIV. OF CORP AND COMM. CO.

ARTICLES OF INCORPORATION

FOR

WOLF CREEK RANCH HOMEOWNERS ASSOCIATION, INC.

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

1. **Name.** The name of the corporation is Wolf Creek Ranch Homeowners Association, Inc. (the "Association").

2. **Duration.** The duration of the Association shall be perpetual, unless dissolved by the action of the Association or by operation of law.

3. **Purposes.** The Association is organized as a nonprofit corporation. The purposes of the Association are to function as the homeowners association for the subdivision known as Wolf Creek Ranch (the "Subdivision") located in Wasatch County, Utah and to enforce the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for the parcels (the "Parcels") within the Subdivision as set forth in the Declaration, and to provide the other services, and perform all of the other functions set forth in the Declaration as may become desirable or necessary for the benefit of the owners of the Parcels. The Association shall have all power, rights, and privileges available to nonprofit corporations under the laws of the State of Utah.

4. **Membership.** The Members of the Association shall be the owners of the Parcels in the Subdivision. Membership is deemed an appurtenance to each Parcel and shall pass automatically to the owner of each Parcel upon conveyance of title to such Parcel. The Association shall not have stock or issue shares.

5. **Voting Rights.** The Member or Members of each Parcel shall be entitled to cast one vote for each Parcel such Member or Members own on all matters presented to the Members for approval. If a Parcel is owned by more than one person or entity, then such persons or entities must decide among themselves how the one vote for such Parcel shall be cast. In the election of Trustees, Members may accumulate their votes.

6. **Registered Agent.** The initial registered agent and the initial registered office of the Association are:

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

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

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

Examiner [Signature] Date 7-27-98



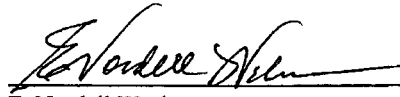
LORENA P. RIFFO
DIVISION DIRECTOR

320800045

161051 5

Acceptance of Appointment

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


E. Nordell Weeks

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

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

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

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

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

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

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

Officers serve at the pleasure of the Board of Trustees.


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

12. Incorporator. The Incorporator of the Association is:

Todd B. Crosland

630 North 400 West
Salt Lake City, Utah 84103

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

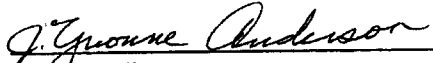


Todd B. Crosland

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

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

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



Notary Public
Residing at: Salt Lake County

My Commission Expires:

6/25/99

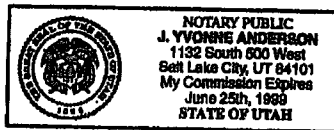


EXHIBIT "C"
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK RANCH

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

AMENDED AND RESTATED
BYLAWS OF
WOLF CREEK RANCH HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Directors of the Wolf Creek Ranch Homeowners Association, Inc. hereby adopts the following Bylaws. In the event of any inconsistency between the Declaration and these Bylaws, the Declaration will control.

ARTICLE I

NAME AND PRINCIPAL OFFICE

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

1.2 Offices. The principal office of the Association is at 3480 E. Bench Creek Road, Woodland, Utah 84036.

ARTICLE II

MEMBERS AND MEETINGS

2.1 Annual Meetings. The annual meeting of the Members of the association shall be held annually at the time and date determined by the Board of Directors pursuant to notice provided to all Members specifying the time, date and matters to be discussed at such meeting. All meetings will be held at the Association facility known as the Ranch Center unless a different place in Wasatch, Summit or Salt Lake County is stated in the notice. The purpose of the annual meeting is to elect the Directors, and to approve the annual assessments to be made by the Association upon the Members, as recommended by the Directors, and to consider such other business that comes before the meeting. If the Directors are not elected at the annual meeting, the existing Directors shall continue to serve until their successors are named in a special meeting called for that purpose, or until the next annual meeting. The Directors may set a regular date, time and place of the annual meeting as they see fit by formal resolution.

2.2 Special Meetings. Special meetings of the Members may be called by the Board of Directors or by the President as they see fit, or by the Members of the Association

representing not less than 33% of the total votes of the Association. Any notice of special meeting shall state the time, place, and date of the meeting and the matters to be considered at the meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing and delivered to the President of the Board of Directors.

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

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

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

2.6 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association shall

constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the re-scheduled meeting will be sent to the Members providing at least 10 days' notice of the new meeting. At any re-scheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.7 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the membership. Proxies must be presented to the Secretary of the meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

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

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

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

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

ARTICLE III

BOARD OF DIRECTORS

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

3.2 Number and Tenure. There shall be five members of the Board of Directors, each of which is elected to a three-year term. Directors are limited to serving two (2) consecutive terms, but may be re-elected for additional terms following a one-year absence. . Election of Directors shall be established such that no more than two Directors leave the Board at the same time. Directors need not be residents of the State of Utah but must be Members of the Association who have served on at least one Committee of the Ranch for at least one year.

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

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

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

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

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

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

ARTICLE IV

OFFICERS AND DUTIES

4.1 Number. The Officers of the Association shall consist of at least a President, and a Secretary/Treasurer. The Board may establish such other Officers as it deems appropriate.

4.2 Appointment and Tenure. The Officers will be appointed by the Board of Directors at their annual meeting. All Officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All Officers must be Members of the Association and be an elected member of the Board of Directors. The term of the President is three years. If the term of the President ends contemporaneously with the end of such person's term as a Director, the departing President will serve one additional year as President Emeritus on the Board of Directors, but will have no voting power. The term of the Secretary/Treasurer is one year. Both the President and the Secretary/Treasurer may serve more than one consecutive term.

4.3 Duties of the President. The President shall preside at meetings of the Board of Directors and at meetings of the Members. He shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day-to-day operation of the Association's affairs. The president shall perform such other duties as assigned by the Board.

4.4 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to assist the President as needed, including without limitation, keeping records pertaining to the receipt and disbursement of funds, keeping accurate records of the Members of the Association and the transfer of their interests to others, keeping a record of assessments made to Members by the Association and the payment of assessments by the Members, and performing such other duties as assigned by the Board. The Secretary/Treasurer will perform the duties of the President, if the President is not available.

4.5 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

ARTICLE V

INDEMNIFICATION

5.1 . Personal Liability and Insurance. No member of the Board of Directors, Officer, Manager, or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, or the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice. The Directors and Officers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The Directors and Officers shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such Director or Officer may also be a Member of the Association, such person shall not be shielded from liability arising against all Members as a result of this provision),

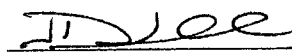
5.2 Indemnifications. The Association shall and hereby does indemnify every member of the Board of Directors and every Officer against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed on any Director or Officer in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been a Director or Officer. This shall include all civil, administrative or investigative actions whether brought by an individual or a governmental agency. The Association shall and hereby does further indemnify and forever hold each such Director, Officer and Member of any Committee free and harmless against any and all liability to others on account of any contract made by them in good faith on behalf of the Association. The Association shall, as a common expense, maintain adequate general liability and officers and directors insurance coverage to fund this obligation if insurance is reasonably available. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Director on behalf of the Association.

5.3 Request for Indemnification. When any Officer, Director or employee of the Association receives notice of any action referred to above, he or she shall give notice to the President and to the Board of Directors, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an Officer or employee, or against a single Director, may vote to indemnify the Officer, employee or Director. In the event that the action is against the Board of Directors as a whole, or names more than a single Director individually, and the claim is entirely covered by and within

the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

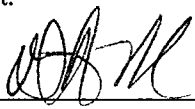
5.4 Amendment. These Bylaws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

Adopted this 13th day of FEBRUARY, 2016.



President

Attest:



Secretary

Wolf Creek Ranch OWR #s

OWR-1001	OWR-2A24	OWR-3A46	OWR-4D69	OWR-5A108
OWR-1002	OWR-2A25	OWR-3A47	OWR-4D70	
OWR-1003	OWR-2A26	OWR-3A48	OWR-4D71	
OWR-1004	OWR-2A27	OWR-3A49	OWR-4D72	
OWR-1005	OWR-2A28	OWR-3A50	OWR-4D73	
OWR-1006	OWR-2A29	OWR-3A51		
OWR-1007			OWR-5B74	
OWR-1008	OWR-2B30	OWR-4A52	OWR-5B75	
OWR-1009	OWR-2B31	OWR-4A53	OWR-5B76	
OWR-1010	OWR-2B32	OWR-4A54	OWR-5B77	
	OWR-2B33	OWR-4A55	OWR-5B78	
OWR-2011	OWR-2B34	OWR-4A56	OWR-5B79	
OWR-2012	OWR-2B35		OWR-5B80	
OWR-2013	OWR-2B36	OWR-4B57		
OWR-2014	OWR-2B37	OWR-4B58		
OWR-2015	OWR-2B38	OWR-4B59		
OWR-2016		OWR-4B60		
OWR-2017	OWR-3B39	OWR-4B61		
	OWR-3B40			
OWR-3018	OWR-3B41	OWR-4C62		
OWR-3019	OWR-3B42	OWR-4C63		
OWR-3020	OWR-3B43	OWR-4C64		
OWR-3021	OWR-3B44	OWR-4C65		
OWR-3022	OWR-3B45	OWR-4C66		
OWR-3023		OWR-4C67		
		OWR-4C68		