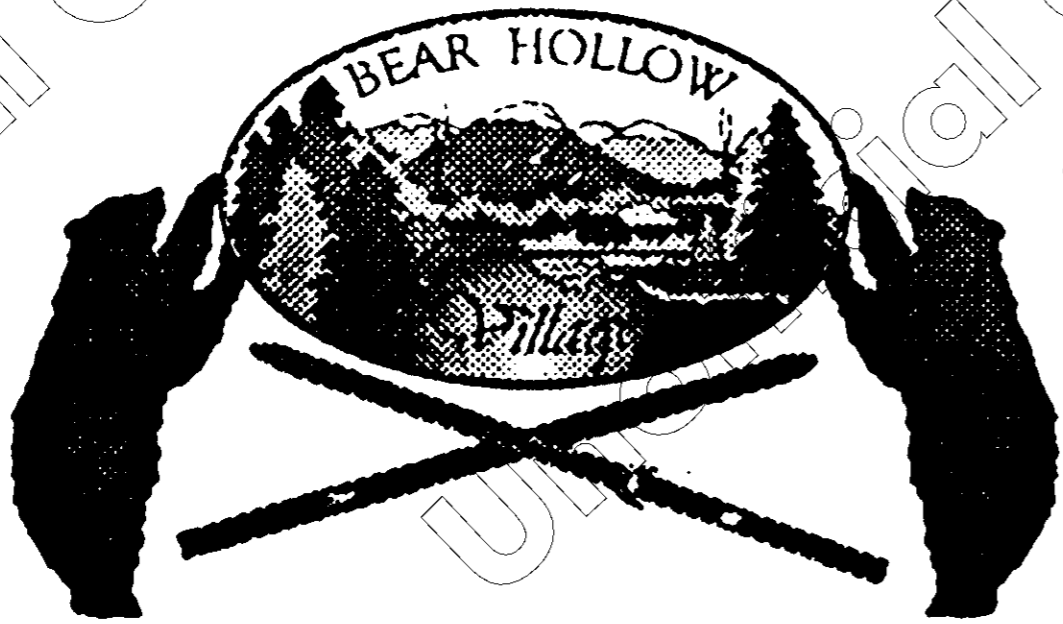


**Declaration of
Protective Covenants,
Agreements and
Restrictions for**

**BEAR HOLLOW VILLAGE
SPECIALLY PLANNED AREA**

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
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REQUEST: BEAR HOLLOW VILLAGE



9 September, 1998

**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
CONDITIONS AND RESTRICTIONS FOR**

BEAR HOLLOW VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Bear Hollow Village is made by Bear Hollow Village, LLC, a Utah limited liability company, hereinafter referred to as "Declarant," pursuant to the provisions of Title 57, Chapter 8 of the Utah Code, the Utah Condominium Ownership Act, for itself, its successors, grantees and assigns.

RECITALS

- A. Declarant holds fee title to that certain land situated in Summit County, Utah, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference.
- B. Declarant intends to develop a Village Center on the Property including single-family residential lots, single-family detached homes, townhomes, multiplex condominiums, a destination Lodge, retail and office space, and community social and recreation facilities for the use and benefit of the Owners and their guests. Declarant intends to develop and sell the property under a Specially Planned Area plan subject to certain protective covenants, conditions, and restrictions as set forth in this Declaration.
- C. Declarant intends to add additional property in additional phases to the Village Center in accordance with the development agreement between Bear Hollow Village, LLC, and Summit County, Utah. Such subsequent phases will be subject to the terms and conditions set forth in this Declaration.
- D. Declarant hereby declares that all of the real Property within Bear Hollow Village shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved subject to these protective covenants, conditions, and restrictions. It is the intention of the Declarant in imposing these covenants, conditions, and restrictions to create a consistent pattern and quality of development, and to protect and enhance the property values and aesthetic values of the property, all for the mutual protection and benefit of the Owners of the property. The covenants, conditions, and restrictions shall run with title to the real property and will be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person or entity holding any interest in the property. The covenants, conditions, and restrictions shall be binding upon the Declarant, as well as its successors in interest and may be enforced by the Declarant, by the Association, or by any Owner.

ARTICLE I

DEFINITIONS

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1. The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article III hereof and are defined as follows:

- 1.1. "Association" shall mean and refer to the Bear Hollow Village Homeowners Association, a non-profit corporation incorporated under the laws of the State of Utah, its successors and assigns.
- 1.2. "Common Area" and "Common Facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
- 1.3. "Design Guidelines" means that set of design standards and objectives applicable to the Property and included in Attachments 1-4, as amended from time to time, which defines, among other things, the size, height, style, and siting of improvements allowed within the property and governing the architectural styles and materials within all phases of Bear Hollow Village.
- 1.4. "Limited Common Area" and "Limited Common Facilities" shall mean all real property which is owned and maintained by the individual unit owner, but which use and enjoyment are reserved to certain individual members of the Association. Limited Common Areas shall be those areas designated on the Bear Hollow Village plat.
- 1.5. "Member" shall mean and refer to any person or entity who holds membership in the Association.
- 1.6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.7. "Declarant" shall mean and refer to Bear Hollow Village, LLC, its successors and assigns.
- 1.8. "Unit" shall mean and refer to any recorded lot, detached single family dwelling, townhome, condominium, apartment, or retail or commercial space as shown by the official plat of Bear Hollow Village, Phase One, or as may be shown on subsequent plats of subsequent phases, to be recorded in the Office of the Recorder of Summit County, Utah.
- 1.9. "Subdivision" or "Bear Hollow Village Subdivision" shall mean and refer to Bear Hollow Village, according to the official plat thereof recorded in the office of the County Recorder of Summit County, State of Utah, and any subdivision hereafter added pursuant to the terms of this Declaration.
- 1.10. "Specially Planned Area" or "SPA" shall mean and refer to that development known as Bear Hollow Village as approved by the Board of County Commissioners of

Summit County, Utah, under the provisions of the Snyderville Basin General Plan and Development Code governing the establishment of Village Centers within the Snyderville Basin.

1.11. "Act" shall mean the Utah Condominium Ownership Act, Section 57-8-1 et seq. of the Utah Code.

ARTICLE II

SUBMISSION TO THE ACT

2. Declarant hereby submits Bear Hollow Village, the Property and all the improvements to the Property to the provisions of the Act. All Property within Bear Hollow Village shall be held, occupied, used, sold, mortgaged, assessed, and otherwise possessed as condominium property subject in all respects to the Act. All of Bear Hollow Village is subject to the covenants, conditions and restrictions contained in this Declaration, each of which is intended to be for the mutual burden and benefit of the Project, and for each of the Owners within Bear Hollow Village, for the purposes of creating a common pattern of use and development. The covenants, conditions and restrictions are intended to be covenants running with the land, binding on the successors, assigns, lessees, and Mortgagees of each Owner for so long as the Property is subject to the Act.

2.1. Term of Declaration. This declaration shall remain in full force for as long as the subdivision shall exist.

2.2. Designation of Unit. The Record of Survey Map has designated a Unit number for each Unit, whether it is a vacant building lot, single family detached home, townhome, or condominium within a multi-Unit building. The Unit number shall be the legal description of the Unit and each Unit shall constitute a separate parcel of real property which can be conveyed, mortgaged, taxed, and otherwise identified by the description "Unit Number - Bear Hollow Village as it appears of record in the Office of the Summit County Recorder, together with its appurtenant interest in the Common Areas."

2.3. Nature of Ownership. The nature of Ownership of each Unit shall be described in attachments to this declaration as follows:

- a) Attachment 1, Lots A - G, Single family lots
- b) Attachment 2, Lots 1 - 79, Single family homes
- c) Attachment 3, Lots T-1 - T176 Single family townhomes
- d) Attachment 4, Units 100 - 104 and 200 - 204, Single family condominiums in an eight-plex building and the Units in two ten-plex condominium buildings and two five-plex condominium buildings.

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ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTY

3. Declarant intends to develop Bear Hollow Village in three phases as described in Exhibit "A" and subject to this declaration by the methods set forth hereinafter in this Article, as follows:

3.1. Annexation without approval of the Association and pursuant to the general plan. Any real property within the Specially Planned Area known as Bear Hollow Village may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that:

3.1.1. Prior to the Declarant conveying fee simple title to any additional property to any purchaser thereof, Declarant shall convey to the Association fee simple title or right-of-way to the common area(s) included within such subsequent phase, free of any and all encumbrances or liens, except current real property taxes, which taxes shall be prorated to the date of conveyance, and except any easements, covenants, conditions, and restrictions then of record, including those set forth in this Declaration.

3.2. Supplementary Declarations. A supplementary Declaration of Covenants, Conditions, and Restrictions, describing the real property to be annexed shall be recorded for each subsequent condominium plat by Bear Hollow Village, LLC, or its successors or assigns. While the basic provisions of this Declaration shall apply to the subsequent phases, those phases may have additional restrictions and/or permitted uses according to the Specially Planned Area plan and development agreement as approved by the Board of County Commissioners of Summit County, Utah. The recordation of each Supplementary Declaration shall constitute the annexation of the corresponding phase into the Association, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all Owners of Units in said real property shall automatically be members of the Association.

ARTICLE IV

BEAR HOLLOW VILLAGE HOMEOWNER'S ASSOCIATION

4.1. Introduction. Within Bear Hollow Village there are three designated phases to be developed by the Declarant in accordance with the provisions of the Specially Planned Area plan and the development agreement between Bear Hollow Village, LLC, and Summit County, Utah. Development of Bear Hollow Village will be for residential Units consisting of seven single family home lots, seventy-one single-family homes, one hundred seventy-six townhomes, one eight-plex condominium building, two ten-plex

condominium buildings, a destination / extended stay condominium lodge, neighborhood commercial / retail Units, vacation and residential condominium Units, and residential-over-commercial Units in a commercial overlay zone. The Declarant will cause the installation of all necessary infrastructure per the development agreement, and will cause the construction of all planned improvements except the construction of the single family homes to be located the lots known as Units A through G. The Declarant will designate easements for planned community amenities to include trails, parks, and common recreation facilities and will transfer title to these amenities to the Association as the amenities are completed.

4.2. Association Described. All real property within the Bear Hollow Village Specially Planned Area (SPA) shall be subject to this Declaration and all Units within the SPA will have a membership in the Association. Every person or entity who is a record Owner of a fee interest in any Unit shall be a member of the Association. The members shall in addition be subject to the terms and provisions of the Articles of Incorporation and Bylaws of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Unit owned. No Unit shall have more than one membership representing all the Owners of the Unit. Membership shall not be separated from Ownership of any Unit, and Ownership of such Unit shall be the sole qualification for membership.

4.3. Trustees. The Association shall be governed by a Board of Trustees. There shall initially be three (3) trustees, but when the Specially Planned Area is completed to its proposed 300 residential Units plus commercial Units, the Board shall be expanded to five (5) trustees. The trustees shall be elected by majority vote of the Owners as called for in the Declaration and Bylaws. Each trustee shall serve a two (2) year term, provided that the trustees shall continue to serve until their successors have been elected or replacements appointed. Terms shall be staggered, and the initial Board shall divide itself into terms of one (1) and two (2) years by drawing lots. During the development stage of the project, trustees shall be named by the Declarant.

4.4. Design Review Committee. The trustees of the Association will appoint a Design Review Committee to consist of at least three members who will be responsible for reviewing any requests by Owners to modify the external appearance of any building within the SPA, to construct any fixture within the common areas or limited common areas, or to take any actions which, under the terms of this Declaration, require the approval of the Design Review Committee. Effort will be made to appoint members of the Design Review Committee who have knowledge and experience in one or more of the fields of architecture, civil engineering, real estate, or law. Members of the Design Review Committee will serve at the will of the Board of Trustees for such terms as the Board of Trustees deems appropriate.

4.5. Transfer of Membership. The membership held by an Owner of a Unit shall not be transferred, pledged, or alienated in any way except upon the sale of such Unit. Any attempt to make a prohibited transfer is void and shall not be reflected on the books of

the Association. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of said Unit, the Association shall have the right to record the transfer of membership in the books of the Association.

4.6. Voting and Voting Rights. The Association shall have two classes of voting membership:

4.6.1. Class A. Class A members shall be all those Owners as defined in Article 4.2, above, with the exception of the Declarant. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership in Article 4.2. When more than one person holds such interest in any Unit, all such persons or entities shall be members. The vote for such a Unit shall be exercised as the multiple Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. In the event the multiple Owners can not agree on how to cast their vote, no vote will be accepted for that Unit although the Owners may be counted for the purpose of establishing a quorum. When one of multiple Owners is present at the meeting, that person shall be deemed to be acting with the authority of all of the Owners of that Unit unless written objection to the contrary has been received.

4.6.2. Class B. The Class B member shall be the Declarant. The class B member shall be entitled to four votes for each Unit in which it holds the interest required for membership by Article 4.2. Class B membership shall cease to exist on the tenth anniversary of the recording of this Declaration or on the sale of the last Unit by the Declarant, whichever occurs first.

4.7. Enforcement Powers. The Association shall have the power to enforce these Covenants by actions in law or equity brought in its own name and the power to retain professional services needed for the enforcement of these Covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants or the other exercise of its powers. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the rights of individual Owners to personally enforce these covenants in their own name. The Association Trustees may appear and represent the interests of the Bear Hollow Village Homeowners Association at all public meetings concerning any matter of general application and interest to the members.

4.8. Maintenance Responsibilities. The Association shall be responsible for the maintenance of all Common Areas located outside of the Units unless otherwise specifically stated in this Declaration. The Association shall not be responsible for the maintenance of the Limited Common Areas. The Association will own or be granted easements over portions of the Specially Planned Area, including those areas designated as common areas and limited common areas as follows:

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4.8.1. Common areas shall include all lands not otherwise designated as private property, or limited common area, or dedicated as public roads or as parks or open areas. Common areas will include most of the trails and roads, the Village Green, sidewalks, parking areas, and designated open space within the Specially Planned Area and improvements on those lands including irrigation facilities, lighting, landscaping, and other improvements made by the Declarant or by the Association but shall not include water rights. Also included as common areas will be utility lines which serve more than one Unit, including water, power, and gas lines upstream from individual Unit meters and to the extent that these lines are not owned by the utility company, all wires, pipes, conduits, or other utility equipment up until the point at which the utility line enters a Unit, or passes to the Owner's side of a meter, or splits to serve only one Unit. Common areas will be further defined in Attachments 1 through 4 to this Declaration and in corresponding attachments to supplemental declarations of covenants for subsequent phases of Bear Hollow Village.

4.8.2. Limited Common Areas. Some areas have been designated on the plat as limited common areas. The Association is responsible for the structural maintenance of limited common areas (excluding fixtures or equipment installed on the limited common area by the Owner or assigned to the Owner by the Declaration), but the Owner of the Unit to which the limited common area is appurtenant shall have exclusive possession of that area. Unless the Association so elects from time to time, the routine maintenance, landscaping, sprinkling, and any and all other maintenance of limited common areas will be the responsibility of the Owner of the Unit to which the limited common area is appurtenant.

4.8.3. Within the limited common areas it is anticipated that there will be some elements that are the maintenance obligation of the Association and other elements that are the sole responsibility of the Owner. No fencing or other structure shall be permitted within the limited common areas except as specifically reviewed on a case-by-case basis and approved in writing by the Design Review Committee of the Association as described in Article V of this Declaration.

4.9. Ownership of Common Areas. The Ownership of the common areas is an appurtenance to the Ownership of the Lots and/or Units and the Owner of each Lot and/or Unit shall own an undivided interest in the Common Areas equal to one three-hundredth of the common area. The percentage of Common Area Ownership for each Lot and Unit is shown on Exhibit "B".

4.10. Budget. At least thirty (30) days prior to the annual meeting of the Owners, the Trustees will prepare a proposed operating budget for the ensuing year, and a statement showing actual expenditures for the current year (with projections for the final month). The budget will detail the income and expenses for the Association, showing expenses for building maintenance, operations, reserves, repairs, insurance, utilities, snow removal, landscaping, management fees, professional fees, and, where applicable, capital improvements to the project. The budget will also show income

derived from all sources and the amounts of any receivables. The proposed budget will be mailed to each Owner at his or her last known address as shown on the County tax roles at least thirty days prior to the annual Owners' meeting. The budget will also indicate the resulting common area assessment to be levied on each Unit. The budget proposal will also include notice of the annual meeting.

4.11. Common Area Assessments. The trustees have the power to levy common area assessments for the operation of the Specially Planned Area. The assessments shall be for building maintenance, operations, reserves, repairs, insurance, utilities, snow removal, maintenance and repairs of walkways, and private roads, trails, common area recreation facilities, landscaping, professional services and any other items which may be authorized by this Declaration or by an approval vote of 51% of the Owners. The assessment will be levied on an annual basis, in advance. Unless the trustees vote to require otherwise, assessments will be paid in equal monthly installments. The initial budget will be prepared in an effort to keep the common area assessments as low as possible while retaining a reasonable level of maintenance. This results in the Owners bearing a greater individual responsibility for maintenance of the Units. The initial overall maintenance obligation will be as described in paragraph 4.14 below.

4.11.1. Common Parcel 2. In order to relieve the Bear Hollow Village Homeowner's Association of the burden of operating and maintaining Common Parcel 2, Bear Hollow Village, L.L.C., the Developer, may sell Common Parcel 2 to the purchaser of Parcel A (Lodge Parcel), subject to all of the restrictions in these CC&R's, the recorded plat, and the Development Agreement, reserving Common Parcel 2 for the use and enjoyment of the owners of property in Bear Hollow Village and their guests.

4.11.2. Special Assessments. The Trustees have the authority to levy Special Assessments as necessary to cover shortfalls in the budget or unanticipated expenses. So long as the Special Assessment (or the sum of all Special Assessments in the current operating year) is no greater than ten percent (10%) of the currently approved budget, the Trustees may adopt a Special Assessment without a meeting of the Owners. If the Special Assessment (or sum of all prior Special Assessments in the current operating year) exceeds ten percent (10%) of the current budget, a special meeting of Owners will be called, and the purposes and amounts of the Special Assessments submitted to approval.

4.11.3. Initial Monthly Assessment. The initial monthly assessment for all Unit Owners shall be a monthly fee of 10 cents (\$.10) per month per square foot of the Unit. This monthly assessment shall be paid monthly to the Association and shall become effective upon a Unit Owner's purchase of the Unit. Of that monthly assessment, 2 cents (\$.02) per month per square foot shall be paid to the Lodge Owner and shall permit the Unit Owners and their guests to use and enjoy the fitness center facilities operated by the Lodge Owner for no extra charge. Failure to pay this monthly assessment may result in the Association filing a lien against the non-paying Owner's Unit. Moreover, the Association may suspend a non-

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paying Unit Owner's right to use and enjoy the facilities for any period during which the assessment of such Member's Unit remains unpaid.

4.11.4. **Approval of Assessment and Budget.** At the annual Owners meeting, the Owners may approve the budget as proposed, or vote to increase or decrease it. If the owners take no action, or if the annual meeting fails to achieve a quorum, the budget is deemed approved in the form submitted by the Trustees, and the Common Area Assessments are levied in accordance with the budget.

4.12. **Assessments Constitute Lien.** Any validly imposed assessment by the Association shall constitute a lien against the Unit. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than ninety (90) days from the date the assessment was levied. However, if the lien is not foreclosed upon, it may be renewed from year to year recording a new notice of lien, together with accumulated interest. The Association's lien shall have priority from the date of the first notice of interest on a specific Unit is recorded in the office of the Summit County Recorder. This lien is subordinate to any previously recorded liens or encumbrances filed against that Unit, specifically including any purchase money mortgage or trust deed. Notwithstanding the Association's lien rights, the obligation to pay the assessments is a personal obligation of the Owner of each Unit, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot in the event of a sale. No mortgagee or beneficiary under a trust deed who takes title to a Unit by foreclosure or non-judicial sale shall be held liable for unpaid assessments of the Owner whose Unit was acquired by the mortgagee or beneficiary under a trust deed.

4.13. **Statement of Account.** Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Unit showing the assessments to be paid in full, or the amount of any past due assessments. The buyer or lender for whom such 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.

4.14. **Common Services and Expenses.** The following items of maintenance and operating expenses will be paid through the Association as Common Area Expenses by all Owners within the Specially Planned Area:

4.14.1. Maintenance and repair of the private roads, trails and walkways within common areas, maintenance, repair and operation of common area recreation facilities, and maintenance and repair of any other Association improvements as determined by the Board of Trustees.

4.14.2. Liability insurance on common areas, common recreation equipment, and any insurance on officers and trustees of the Association.

4.14.3. Maintenance and repair of common areas and open space to include irrigation, mowing (if any), landscaping, weed control, algae control, picnic or

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playground equipment maintenance and other maintenance as determined by the Board of Trustees.

4.14.4. Utility charges for lighting, irrigation, or other utilities used in conjunction with common areas.

4.14.5. Project administrative costs, including postage, office expenses, bookkeeping, accounting, legal and other professional services.

4.14.6. Any other items of common area expense as required by law. The Board of Trustees are authorized to hire property management service providers and enter into management agreements.

4.14.7. Maintenance and repair of exterior surfaces and of the basic structure of detached single family Units and attached single family townhomes will be the responsibility of the Unit Owners.

4.14.8. Each Unit Owner will be assessed annually for a pro-rated share of the total Association budget. Each type of Unit will be assessed on a different scale based on the type of Unit and total floor area within that Unit. The schedule of charges will be included in attachments 1 through 4 to this Declaration.

4.14.9. Individual Unit Owners will be responsible for the upkeep, maintenance, and repair of all limited common areas and exterior Unit surfaces not specifically authorized for maintenance by the Association. All interior maintenance of all Units will be the sole responsibility of the individual Unit Owner. Unit Owners will make no modifications to the interior structure of any Unit having one or more common walls with any other Unit, without the express written consent of the Board of Trustees and the Design Committee.

4.14.10. The Association may, by a positive vote of a simple majority of the Owners, decide to have some of the enumerated obligations of the Owners, or other services, taken over by the Association as Common Area expenses from time to time in order to achieve cost savings, convenience to the Owners, or attainment of a desired level of maintenance within the SPA.

4.14.11. Each Owner covenants with the Association and with other Owners that he or she will maintain his or her Unit and the appurtenant limited common areas for which the Unit Owner is responsible. In the event that a Unit Owner fails to maintain these areas, and as a result of this failure there is a condition which is dangerous, unsightly, unhealthy, unsanitary, or which constitutes a nuisance, the Association may make necessary repairs or carry out the necessary maintenance and file a lien against the Unit for the reasonable costs of such repairs or maintenance. Prior to exercising this right to maintain, the Association will give the Owner written notice and the Owner will have fifteen days to commence repairs or maintenance. If the Owner has not commenced repairs or maintenance, or fails to

pursue repairs or maintenance with reasonable diligence, the Association may enter and complete repairs or perform the maintenance deemed necessary or abate the nuisance at the Owner's expense. In the alternative, the Association or any Member may bring an action to cause the Unit Owner to perform all necessary maintenance and repairs and the Association or any Owner may recover money judgments for any maintenance or repairs performed and may execute any lien or judgment against the Unit and or Unit Owner.

4.14.11.1. Easements. The trustees shall have the right easements for utilities, trails, and similar public or quasi-public purposes over the Common Areas of the SPA.

4.14.11.2. Insurance. The Association will maintain such of insurance as the trustees deem necessary for the purposes and protection of the Association and the Owners, in such amounts as are customary and commercially reasonable for projects of this type and scale. As a minimum, the Association will meet the following criteria:

4.14.11.3. Hazard Insurance. The Association will maintain multi-peril type insurance covering the condominium Ownership Units and any common areas, common recreation facilities or limited common areas. This policy shall be equal to the entire replacement cost of the structure(s) as determined by the trustees and insurance carrier(s). Such policy will cover losses by fire and other such hazards covered by the standard extended coverage endorsement, and debris removal, demolition, damage by vandalism, malicious mischief, windstorm, hail, water damage (excluding flood insurance), and such other risks as are customarily covered in similar projects in this area.

4.14.12. Insured Party. The named insured will be the Bear Hollow Village Homeowners Association, or its authorized representative, for the use and benefit of the individual Owners as their interests might appear.

4.14.13. Mortgagee Clause. Each such policy will include a standard mortgagee clause, without contribution, which shall be either endorsed to provide that any proceeds are payable to the Association for the use and benefit of the mortgagees, as their interests may appear, or shall be endorsed to fully protect the interests of the mortgagees. Further, the policy shall require thirty days written notice to the mortgagees in the event of a cancellation, reduction in coverage, or non-renewal.

4.14.14. Right to Restore. Each policy shall contain a provision that notwithstanding anything in the policy that gives the carrier the right to restore any damaged structures rather than to make a cash settlement, such right will not be exercised without the express written consent of the Association.

4.14.15. Liability Insurance. The Association will maintain a comprehensive public liability insurance policy covering all common areas and facilities. Such insurance

will maintain a severability of interest endorsement or its equivalent which shall preclude the insurer from denying the claim of one Owner due to the negligence of other Owners, the Association, or trustees. The coverage will include coverage for non-owned automobiles, damage to the property of third parties, and such other liability exposures as are reasonable and customary for projects of this type. The limits of liability shall be not less than One Million Dollars for all claims arising from a single occurrence.

4.14.16. **Workers Compensation.** The Association will maintain workers compensation insurance for any employees and if available at reasonable cost, for trustees, and may require or purchase fidelity bonds for persons handling Association funds.

4.14.17. **Property and Casualty Insurance.** The Owners are solely responsible for property and casualty insurance on the contents of their Units, and limited common areas adjacent to their Units, and any improvements to their Units. Additionally, Owners of both attached and detached residential shall be responsible for maintaining any multi-peril type hazard insurance on their own Unit. Each Owner is responsible for any claim of liability arising from installation or use of any equipment or improvements installed within the limited common area adjacent & appurtenant to their Unit. Unit Owners covenant to hold the Association harmless for any such claims.

4.14.17.1. **Additional Services.** With the approval of a majority of the Owners, the Association may undertake additional services not specifically mandated by this Declaration for the benefit of the Owners, including such things as snow removal from the limited common areas, snow grooming on trails, resurfacing of skating facilities, landscaping of limited common areas, or such other services as may be beneficial to the Owners. Such additional services may be added or discontinued from time to time as the Association sees fit.

4.14.17.2. **Owner Maintenance Obligations.** The following are the responsibility of the Owner for his or her Unit and will not be paid for as Common Area Expenses:

4.14.18. Utility costs for the Unit including electrical, gas, telephone, cable television, sewer service, garbage collection fees, and other utility services or similar charges related to the use and occupation of the Unit;

4.14.19. Interior maintenance and repairs, including paint, floor coverings, fireplaces and flues, furnaces, water heaters and other mechanical equipment and appliances, non-load bearing walls, all drywall, ceilings, interior doors, glass replacement on exterior windows, garage floor flatwork, garage door operations, automatic garage door openers and damage to garage doors, and any other equipment, devices, or appliances installed by Owners.

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4.14.20. Other maintenance and repair not specifically identified as the responsibility of the Homeowners' Association.

ARTICLE V

RESTRICTIONS ON THE USE OF UNITS AND COMMON AREAS

5.1 The use and occupancy of the Units is expressly subject to the covenants, conditions and restrictions expressed in this Declaration and the restrictions enumerated below:

- a) Zoning Regulations. The zoning regulations of Summit County as modified by the SPA Development Agreement between Bear Hollow Village, LLC and Summit County, Utah, and any building, fire, and health codes are in full force and effect within the SPA and no Unit may be occupied or used in a manner which is inconsistent with these regulations or with any statute, law, ordinance, covenant, or conditional use permit.
- b) No Mining Uses. The property within the SPA shall be used for residential, resort lodging, and neighborhood retail / commercial use only and no surface occupation for mining, drilling, or quarrying activity will be permitted at any time.
- c) Commercial Uses. Specific Units within the Specially Planned Area will be designated and zoned for commercial uses and no commercial use may occur in any Unit not so specifically designated with the exception that any Unit Owner may use his or her Unit for a home occupation provided that occupation does not require or encourage the Owner's clients, customers or patients, or others to come to the Unit to conduct business, nor require or use the services of any employees at the Unit who are not residents of the Unit. No retail sales activity may be conducted from any Unit not designated and zoned for retail sales in the Specially Planned Area plan and development agreement. No materials, machinery, equipment, or inventory associated with any home occupation may be stored outside of any Unit or on any common area or limited common area. No signs associated with any home occupation are permitted except in those buildings and Units specifically designated and zoned for commercial uses.
- d) Restrictions on Signs. No signs will be permitted on any Unit not zoned and designated for commercial uses, except for signs warning of some immediate danger or signs advertising the Unit for sale, which will comply with county regulations and will not exceed six square feet in size. Signs within the area(s) zoned and designated for commercial uses will be of a size and a type to be approved on an individual basis by the Declarant or the Design Review Committee.
- e) Completion Required Before Occupancy. No Unit may be occupied prior to its completion and the issuance of a certificate of occupancy by Summit County.

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- f) **Underground Utilities.** All gas, electrical, telephone, television, and any other utility lines in the SPA are to be underground. No propane tanks or oil tanks may be installed within the SPA except for temporary heat during construction.
- g) **Maintenance of Property.** All Units shall be maintained in a clean, sanitary, attractive and marketable condition at all times by the Owner. No Owner shall permit his Unit to fall into disrepair.
- h) **No Noxious or Offensive Activities.** No noxious or offensive activity shall be carried out in any Unit or on any portion of the SPA including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of neighboring or other Units.
- i) **No Hazardous Activity.** No hazardous activity may be conducted within any Unit or within the SPA that is or would be considered by a reasonable person to be dangerous or hazardous to others, or which would cause the cancellation of conventional property casualty insurance. This includes but is not limited to the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting of open fires (other than properly supervised and contained barbecues). No Owner or member will occupy any Unit in a manner, which is in violation of any federal, state or local law or regulation concerning the storage, disposal, or use of hazardous or toxic materials.
- j) **No Open Burning.** No open burning of yard trimmings, construction wastes, or other materials will be permitted within the SPA without specific written consent of the Trustees.
- k) **Vehicles Restricted to Roadways.** No motor vehicles may be operated on the property except on improved roadways and driveways except during periods of construction by construction vehicles. No snowmobiles, unregistered motorcycles, golf carts, all-terrain vehicles or other such off-road vehicles may be operated within the SPA except during periods of actual loading or unloading for transport to or from a Unit. Such vehicles will not be repaired, maintained, kept or stored outside of a Unit or on the common areas. Exceptions to this section may be granted for business use by some commercial user(s) for the purpose of providing valet delivery of meals, beverages or other goods.
- l) **No Automobile Repair.** No automobile repair or restoration work may be made within the SPA. No inoperative automobiles may be stored outside of any Unit.
- m) **Pets.** No kennel or dog run may be placed anywhere within the SPA other than in an area on the platted lot appurtenant to a Unit in a building specifically approved for the keeping of pets. Unit Owners in such designated buildings may keep a maximum of two dogs or two cats per Unit. Tenants of an Owner may not keep cats or dogs in rented Units at any time. The Association may require an Owner to remove nuisance pets due to noise, running at large, sanitary violations or other violations of such rules as the Association may be establish.

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- n) Firearms or Weapons. No firearms or weapons of any kind including BB Guns, pellet guns, pistols, rifles, etc. may be discharged within the SPA at any time. No archery ranges or other weapons target areas or use is permitted.
- o) Antennas. All antennas must be enclosed within a building and not roof mounted. All satellite dishes must be located and screened in a manner approved in advance by the Design Review Committee so that such dishes are not readily visible from other Units, the common areas, or outside the SPA.
- p) Additions and Alterations. No Unit Owner may construct additions to finished Units nor alter the external appearance of any Unit without the written permission of the Design Review Committee.
- q) No Unsightliness. No unsightliness is permitted on any Unit. This shall include, 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, inoperable 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 garbage can; lawn of garden furniture except during season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Unit in a manner that is visible from the public view or from another Unit.
- r) No Annoying Lights. Any outdoor lighting shall be subject to approval by the Association, and 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 Unit on which it is installed. This shall not apply to any street lighting maintained by Summit County.
- s) No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Unit which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Units, except for security or fire alarms.
- t) No Hunting. The hunting, trapping, and harassment of wildlife by firearms or any other means is expressly prohibited within Bear Hollow Village.

ARTICLE VI

AMENDMENT

6. This Declaration may be amended from time to time by the affirmative vote of 51% or more of the members. The right to amend this declaration is subject to the following limitations:

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- 6.1 Declarant's rights. Without the written consent of the Declarant, no amendment shall have the effect of eliminating or changing the rights of the Declarant.
- 6.2 Mortgage Consent. No amendment, which materially affects the nature of Ownership of any Unit or eliminates the provision of Article VII below will be effected. No amendment will be binding upon the holder of any mortgage or trust deed on any Unit unless the mortgage or trust deed holder joins in the amendment.
- 6.3 Amendment in Writing. Any amendment must be in writing and be properly recorded in the office of the Summit County Recorder.
- 6.4 No Repeal. This Declaration may not be repealed by amendment.

ARTICLE VII

MORTGAGEE PROTECTION

7. To facilitate financing for the Units, the following provisions for the protection of mortgagees shall apply:
- 7.1 Subordination of Lien. The Association hereby subordinates its lien for Common Area Assessments to the first lien purchase money on any Unit. In the event that a mortgagee takes title to any Unit through trustees sale, foreclosure or deed in lieu of foreclosure or sale, the Association will waive the right to lien for accrued but unpaid common area assessments. The mortgagee will take title free of lien for unpaid common area assessments accrued prior to the date of possession. The mortgagee in possession will, however, be subject to the common area expenses accruing from the date it takes possession.
- 7.2 Statement of Account. The Association will give any Owner, prospective purchaser, or mortgagee or prospective mortgagee a written statement of account for the Unit in question showing the balance owing if any for common area assessments. The Association may charge a fee of \$25 for each such statement of account to cover its costs of preparation. Prospective purchasers and mortgagees may rely on the accuracy of such a statement and amounts not shown will be deemed to have been waived by the Association as to the new Owner or mortgagee.
- 7.3 No Release of Prior Owner. The obligation to pay common area assessments is personal and despite subordination or waiver for the benefit of a new Owner or mortgagee, the association may reserve its rights to proceed against the prior Owner to collect any amounts due.

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ARTICLE VIII

DESTRUCTION OR TERMINATION OF PROJECT

8. In the event of damage or destruction of the Project, or if the Owners elect to terminate the Project, the following provisions shall apply:

8.1. Damage. In the event of damage to the common areas of the Project, the Association will make proof of loss with the insurance carrier, and supervise the application of insurance proceeds to the repair of the damage.

8.2. Destruction. If the damage to the Project is such that the costs of repair exceed more than 75% of its market value, or the damage has caused material and substantial damage to more than 50% of the Units, the Association shall convene a special meeting of the Owners as soon as possible for the purpose of determining the future of the Project. At the special meeting, the trustees will present the Owners with the best estimates available of the extent of the damage, the cost of reconstruction, and the market values. Such information may be preliminary in nature. After consultation with the Association, a vote will then be taken to determine whether the trustees shall (i) proceed with the settlement of insurance claims as repair and reconstruct the Project; or (ii) to terminate the Project. Unless either alternative is approved by a vote of 75% of the undivided common area ownership (excluding any unconstructed Units owned by Declarant) the trustees will postpone the decision for a time not to exceed ninety days to provide additional information on the relative costs and values. At that time, an additional vote will be taken, and the Project will be repaired unless the vote is at least 75% in favor of termination.

8.3. Partial Termination. If the destruction is such that it has been confined to specific areas of the Property, so that some Units and common areas are substantially unaffected, while other areas are substantially destroyed, the trustees may recommend that Owners vote on an amendment to the Declaration and Record of Survey Map that calls for termination of the Project as to those Units and common areas that were destroyed, and leaves the portion of the Project that was undamaged, or not substantially damaged within the Project.

8.4. Effect of Termination. Upon a vote of the Owners to terminate the Project, or portions of the Project, the trustees will prepare and execute such amendments to the Declaration and Record of Survey Map as necessary to carry out the will of the Owners. The Owners of the Units in the terminated portion of the Project will then be tenants in common in the ownership of the land, each in proportion to his or her proportionate undivided interest. No Owner will be entitled to a distribution of land, but rather the trustees will hold the land for the benefit of all of the Owners until it is liquidated. Insurance proceeds will first be applied to clearing the site and removing hazardous conditions, then to paying the costs of liquidation, and finally, distributed to the Owners in proportion to their interests. If less than all of the Project is terminated,

Owners in the remaining portion of the Project will have no right to any of the insurance proceeds or process from the liquidation of the land.

8.5. Condemnation. In the event of condemnation of common areas which does not result in the taking of any Unit, the trustees shall have the power to represent the Association in the action, and to litigate or compromise the action on behalf of the Association. The proceeds of any condemnation award will be the property of the Association, and used to fund the common area expenses, or, in the judgment of the trustees, distributed to the Owners in proportion to their undivided ownership interest. In the event of condemnation that involves a taking of both common area and all or part of any Unit, the Owner of the affected Unit may appear on his or her own behalf, and any award applicable to the taking of the Unit is the sole property of the Unit Owners. If such taking results in the reduction in size of any Unit, or if Units are completely eliminated, the trustees will present the Owners with an amended Declaration which revises the number of Units and the undivided interest appurtenant to each.

ARTICLE IX

ENFORCEMENT

9. This Declaration is enforceable by bringing action in the courts of the State of Utah with jurisdiction and venue in Summit County, Utah. The provisions are enforceable by seeking money judgments, the right to foreclose on liens, or in the case of covenants concerning the use of property, by injunction or any other appropriate legal or equitable remedy.

9.1. Notices. Notice of past due assessments will be sent to the Unit Owner at the last known address as recorded on the tax roles of Summit County and delivered in person to the Unit. If payment is not then made within ten days of written notice, the Association may record a notice of lien against the Unit and proceed in collection or foreclosure. Notice of non-monetary violations of this Declaration will be given in the same manner, and if the violation is not cured, or the acts constituting the violation are repeated within ten days, the Association may seek injunction compelling compliance with the provisions of this Declaration.

9.2. Severability. If any provision of this Declaration is adjudicated to be unenforceable, the remainder of the Declaration shall remain in full force and effect.

9.3. Attorney Fees. If the Association is required to consult with an attorney for the purposes of collection of past due assessments, or enforcement of other covenants, conditions, or restrictions in this Declaration, the Owner in default or violation agrees to reimburse the Association for its reasonable attorney fees, whether suit is filed or not. If a suit is filed, the prevailing party shall recover all enforcement costs, including all actual attorneys' fees incurred whether the action is based on legal or equitable principles or both.

ARTICLE X

GENERAL PROVISIONS

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

10.1. **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.

10.2. **Remedies.**

- a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Unit), by any 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 court.
- 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 for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.
- c) The remedies available under this Declaration and at law and equity generally are not to be considered as exclusive, but rather as cumulative.
- d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

10.3. **Limited Liability.** Neither the Declarant, the trustees, nor the Association or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants and without malice.

10.4. **Arbitration.** In any dispute between the Association and any Owner arising under the terms of this Declaration or the By-laws of the Association, the parties will submit the issue to binding arbitration under the Commercial Arbitration Rules of the American

Arbitration Association. Judgment may be issued on award or determination of the arbitrators in any court having jurisdiction over the Property or the parties to the dispute. All fees for the American Arbitration Association shall be equally divided and paid in advance by the parties, or at such time as required by the Arbitration Rules. While it is the intent of the Declarant that disputes be resolved by arbitration wherever possible, the Association shall not be deemed to have waived its rights to foreclose liens for Common Area Expenses or other charges through judicial foreclosure, nor to have waived the right of the Association to seek injunctive relief in those situations where arbitration does not provide an adequate or complete remedy. The Association will attempt to include arbitration clauses in contracts with third parties providing goods or services to the Association.

10.5. **Constructive Notice.** Every person who owns, occupies, or acquires any right title or interest in any Unit in Bear Hollow Village 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 covenants, conditions and restrictions against his Unit, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Unit.

10.6. **Notices.** All notices under this Declaration are deemed effective forty-eight (48) 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 hand are effective upon delivery.

10.7. **Liberal Interpretation.** The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for development of Bear Hollow Village. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10.8. **Limitation of Restrictions on Declarant.** Declarant is undertaking the work of planning, developing and selling the Property. The completion of that work and the sale or other disposal of the Units is essential to the establishment and welfare of the Property. In order that such work may be completed as rapidly and efficiently as possible, nothing in this Declaration shall be understood and construed to:

- a) Prevent Declarant, its contractors or subcontractors from doing on the Property or any part thereof whatever is reasonably necessary or advisable in connection with the completion of such work; or

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ATTACHMENT ONE

TO THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS AND RESTRICTIONS FOR BEAR HOLLOW VILLAGE

- A. **General.** This attachment applies to Bear Hollow Village, Lots A through G, single family building lots.
- B. **Nature of Ownership.** Lots A through G will be single family lots which will be conveyed by the Declarant to the Owner and member as single family home sites. The nature of ownership will be fee simple title to the land described in the recorded plat for each such lot, with the owner and member subject to the covenants, conditions, and restrictions for the Specially Planned Area known as Bear Hollow Village.
- C. **Participation in Common Areas and Expenses.** Owners of Lots A through G will grant easements for public access to and across trails or other common or limited common areas located on the lots as depicted on the recorded plat for Bear Hollow Village. Owners of Lots A through G will be granted easements for the use of all common areas within the Specially Planned Area and will have the same rights to the use and enjoyment of all common recreation facilities granted to members and owners of other Lots and/or Units within the SPA. Owners of Lots A through G will participate in expenses of the Association at the initial rate of \$80 per unit per month. After construction of a home on Lots A through G is completed as evidenced by a certificate of occupancy, the owner's monthly participation will be increased by an amount equal to the finished square footage of the residence multiplied by \$.05. As the Association changes the rate of assessment on other units within the SPA, this total monthly rate will be changed by an amount proportional to the percentage change in assessments on other units.
- D. **Architectural Review of Building Design.** It is planned that Lots A through G will be the only Units within the Bear Hollow Village SPA not designed or constructed by the Declarant or its successors. As such, for the purpose of ensuring compatibility of design of the residences to be constructed on Lots A through G, the Declarant reserves the right to review and approve the proposed design of all buildings to be constructed on Lots A through G prior to the issuance of a water letter, such letter being a requirement for the issuance of a building permit by Summit County. The design review responsibility will transfer to the Association Design Review Committee when that committee has been established.
- E. **Design Guidelines - General.** Architectural designs will be encouraged that reflect the best of the historical styles of the region and that utilize construction materials indigenous to the region. Styles shall reflect the local environment and lifestyle and be compatible with the design style(s) chosen for the other units within the SPA. Extreme designs or designs including unusual size, mass, or shapes, or using materials not appropriate for the SPA's mountain setting will not be approved. Specific designs that

will not be approved include those incorporating gambrel or mansard roofs, curvilinear and domed shapes, A-frames or quonset roofs.

1. **Building Footprints.** Structures will generally be sited within the designated buildable area for each Lot as shown on the recorded plat. Considerations unique to each Lot will dictate the possible setbacks for each building in accordance with SPA standards.

2. **Outbuildings.** A single structure will be approved for each of Lots A through G, excepting that a detached garage may be approved providing that the location and design of such a building meets with the overall design objectives of this section. Structures such as storage sheds or dog houses will only be approved for rear yard areas and only if they can be adequately shielded from view from other units and from the street. Outbuildings will only be constructed in conjunction with or after the completion of the primary residence on the Lot.

3. **Building Size.** The primary residence to be constructed on each of Lots A through G will include a minimum of 2500 square feet of finished living space, exclusive of areas below grade or garages. Exceptions to this requirement may be granted for designs which include the volume of space normally associated with a 2500 square foot residence but which do not meet the 2500 square foot requirement due to multi-story open spaces in the structure design. In any event, the building footprint must contain at least 1400 square feet. Overall building height may not exceed 38 feet from the peak of the highest roof to finished grade directly below or a beam at highest point.

4. **Review and Approval Process.** Outlined below are the steps in the process to obtain approval for the design of a single family residence on Lots A through G:

- a. Obtain a copy of the restrictive covenants and this Attachment
- b. Obtain a copy of the plat for the Lot showing the approved buildable area.
- c. Prepare initial concept sketches of the proposed structure and review these with the Design Review Committee.
- d. Incorporate design review suggestions into schematic drawings.
- e. Submit final construction drawings to the Design Review Committee. The Design Review Committee shall have up to 30 days to either approve the design or request further modifications. If the committee has not acted within 30 days and notified the owner, the plans will be considered approved.

5. **Construction to proceed without delay.** Once construction has commenced, the owner shall have a maximum of 200 days to complete the exterior of the residence and an additional 30 days to repair construction damage to the ground surrounding the residence and begin landscaping.

6. **Landscaping.** Owners shall use, to the maximum extent possible, plants indigenous to the region and to the Bear Hollow Village SPA with only minimal areas to be irrigated for the maintenance of a traditional lawn.

7. **Water, Sewer and Utilities.** Laterals for water, sewer, and utilities will be provided to the

Lot by the Developer. Water rights sufficient for a single family residence will be provided by the Developer and held by the Association or water company. Owners of individual Lots will be responsible for paying a water hookup fee to Summit Water Company and any hookup or capacity fees required by the Snyderville Basin Sewer Improvement District.

8. Driveways. Basic driveway cuts will be provided by the Developer and a common gravel driveway will be cut for Lots D, E, F, and G. This drive shall be paved as required by Summit County, Utah and/or Bear Hollow Village Homeowners Association. The Owners of Lots D, E, F and G shall share equally in the paving cost. In the event one or more Lot Owners pay in full for the paving of the drive, the paying Lot Owners are entitled to a pro-rata reimbursement of the paving expense from the remaining Lot Owners. This drive will be considered a limited common area per this Declaration.

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ATTACHMENT TWO

TO THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS AND RESTRICTIONS FOR BEAR HOLLOW VILLAGE

- A. **General.** This attachment applies to Bear Hollow Village, Lots 1 through 79, single family homes.
- B. **Nature of Ownership.** Units on Lots 1 through 79 will be single family homes constructed by the Declarant or its successors. The nature of ownership will be fee simple title to the land described on the official plat of the SPA plus all improvements constructed thereon, with the Owner and Member subject to the covenants, conditions, and restrictions for the Specially Planned Area known as Bear Hollow Village.
- C. **Participation in Common Areas and Expenses.** Owners of Units on Lots 1 through 79 will grant easements for public access to and across the trails or other common areas on the units as depicted on the recorded plat for Bear Hollow Village. Owners of Lots 1 through 79 will be granted easements for the use and enjoyment of all common areas within the SPA and will have the same rights to the use and enjoyment of all common recreation facilities granted to members and owners of units within the SPA. Owners of units on Lots 1 through 79 will participate in the expenses of the Association at an initial rate of \$0.10 per square foot of finished floor space per month. As the Association changes the rate of assessment on other units within the SPA, the basic initial rate will be changed by an amount equal to the percentage change in the assessments on other units.
- D. **Architectural Review and Design Guidelines.** The Declarant intends to build or cause to be built all residences within Lots 1 through 79. As such, building design will be established in the Development Agreement between the Declarant and Summit County, Utah. Owners wishing to make any alterations to the exterior dimensions or appearance of any buildings, or to construct any additional permanent structures on the Lot, must submit plans and a request for approval to the Design Review Committee. Design guidelines found in Attachment One (Lots A through G) shall apply.
- E. **Fencing.** Owners of single family detached units with a free-standing garage may, with written approval from the Design Review Committee, install fences between the residence and the garage, such fences not to exceed six (6) feet in height and not to extend beyond the side wall of either the residence or the garage in the direction of the neighboring lot(s). Fence design and materials must conform with the design guidelines for the SPA and must be made from wood and/or stone.

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ATTACHMENT THREE

TO THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS AND RESTRICTIONS FOR BEAR HOLLOW VILLAGE

- A. **General.** This attachment applies to Bear Hollow Village, Units on Lots T1 through T176, Single family attached homes (Townhomes).
- B. **Nature of Ownership.** These Units will be townhomes sharing one or more common wall(s) with one or more other Unit(s). Ownership will be by fee simple title to the land and the structure built on that land. The Unit will include the land as identified on the official plat (generally including the land from the front of each individual unit to the edge of the sidewalk and from the rear of the unit to the service alley) and the structure itself, including structural elements and exterior wall surfaces, roofs, exterior doors and windows, etc. All utility and mechanical systems within each dwelling are part of the Unit, except in the event they serve more than one dwelling. Within each townhome building, the boundary between units shall be the center of the shared wall.
- C. **Building Maintenance and Insurance.** Unit Owners will carry multi-peril insurance against loss to the basic structures described in this attachment. Maintenance of the exterior surfaces of these units will be the responsibility of the Unit Owners. Providing Insurance against loss or damage to the contents of the Units and the personal property of the Owners will be the responsibility of the Unit Owner. Maintenance of the interior of the Units will be the responsibility of the Unit Owner. Unit Owners shall make no alterations to any wall within a Unit without first consulting with and obtaining the written approval of the Design Review Committee. Unit Owners shall not make any alteration to the exterior appearance of any Unit without the written approval of the Design Review Committee. Unit Owners shall not construct any fence, shed, deck, or other fixture or structure on their lot or any adjacent limited common area without first obtaining the written approval of the Design Review Committee.
- D. **Rental Restrictions.** Nightly or short-term rentals for periods of less than 30 days shall be authorized only in designated buildings. In buildings not specifically designated for short-term or nightly rentals, a change to permit such short-term rentals may only be made by unanimous written consent of all Unit Owners within that building and with the Association's written permission. Long-term rentals of any Units sold under the affordable housing provisions of the Development Agreement between Bear Hollow Village, LLC, and Summit County, Utah, may only be effected in accordance with the provisions of that agreement which may limit maximum monthly rents. These Units may likewise be subject to Development Agreement restrictions on maximum resale prices, described further in Attachment Four to this Declaration.
- E. **Participation in Common Areas and Expenses.** Unit Owners addressed by this Attachment Three will grant public easements across their platted lot or any limited

common areas for access to or along any walkways or trails depicted on the plat for the SPA. Unit Owners will be granted easements for the use of all common areas within the SPA and will have the same rights to the use and enjoyment of all common recreational facilities granted to members and owners within the SPA. Owners will participate in Association's expenses at an initial rate of \$0.10 per square foot of finished living space per month. As the Association changes the rate of assessment on other units within the SPA, the basic initial rate will be changed by an amount equal to the percentage change on assessments for other Units.

F. As noted on the Subdivision Plat, the area between the back of the building and the alley, for buildings on Lots T1 through T176, is designated as a blanket utility easement. Construction, maintenance, repair and eventual replacement of utilities, including private sanitary sewer laterals, is permitted in this blanket easement area.

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ATTACHMENT FOUR

TO THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS AND RESTRICTIONS FOR BEAR HOLLOW VILLAGE

- A. **General.** This Attachment applies to Bear Hollow Village, Units 100 through 103 and 200 through 203, of the Cross Country Condominiums Building, and the Units contained in the Calgary Condominiums, Bear Claw Condominiums, Sports Park Condominiums, and Laurel Wood Condominiums Buildings.
- B. **Nature of Ownership.** This Attachment refers to the Condominium Buildings within Bear Hollow Village which contain multi-plex condominium Units. A Unit will include the interior surfaces of all walls, floors, and roofs but not the land beneath the structure. Limited common areas appurtenant to each unit will include one designated parking space per Unit in the Building's designated parking area, one assigned storage area for each Unit, and various hallways, stairways, balconies and/or decks. Unit Owners and members will be subject to the attached Declaration of Covenants, Conditions and Restrictions for Bear Hollow Village as well as the Supplemental Declarations of Covenants, Conditions and Restrictions for Cross Country Condominiums, Calgary Condominiums, Bear Claw Condominiums, Sports Park Condominiums, and Laurel Wood Condominiums.
- C. **Building Maintenance and Insurance.** The Condominiums' Homeowners Associations will carry multi-peril insurance against loss or damage to the basic structure of the Buildings. The Condominiums' Associations shall be responsible for maintenance and repair of all exterior surfaces of the building, all structural elements of the building, all walls, floors, and ceilings within interior limited common areas and all utility lines within the building. Maintenance and repair of any interior surfaces within an individual Unit will be the responsibility of the Unit Owner.
- D. **Rentals.** Any rentals of the condominium Units must be accomplished in accordance with the provisions set forth in the development agreement between Bear Hollow Village, LLC, and Summit County, Utah, which may place limits on maximum allowable long-term rents for affordable housing units to be equal to:
- (1) one bedroom units, a monthly amount not greater than 30% of 50% of median income for Summit County, as determined by the Department of Housing and Urban Development, or such other figure as established in the development agreement, whichever limit is chosen by the owner.
 - (2) two bedroom units, a monthly amount not greater than 30% of 80% of median income for Summit County, as determined by the Department of Housing and Urban Development, or such other figure as established in the development agreement, whichever limit is chosen by the owner.

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E. **Participation in Common Areas and Expenses.** Owners of the Condominium Units will be granted easements for the use of all common areas within the SPA and will have the same rights to the use and enjoyment of all common recreation facilities within the SPA. Owners of the condominium Units will participate in the expenses of the Bear Hollow Village Association at an initial rate of \$0.10 per square foot of finished living space per month. As the Bear Hollow Village Association changes the rate of assessment on other units within the SPA, the basic initial rate will be changed by an amount equal to the percentage change in assessments on other Units.

F. **Resale of Units.** Resale of the condominium Units will be subject to provisions of the Development Agreement between Bear Hollow Village, LLC, and Summit County, Utah, which may limit maximum resale prices to an amount equal to the original sales price plus 3% per year since original purchase, plus the cost of any improvements to the Units.

G. **Deed Restrictions.** The Deed Restrictions for Bear Hollow Village is a separate covenant between the Developer, the Bear Hollow Village Association, and Summit County, Utah, and will be the governing document concerning any limitations on maximum resale prices or maximum rents. Information on rent controls and deed restrictions is provided in this document for reference purposes only and this Attachment Four should not be interpreted as limiting ownership rights in any way.

H. **Monthly Fitness Center Assessment.** Each Unit Owner shall pay a monthly fee of 2 cents (\$.02) per month per square foot of said Unit to the Association. This assessment shall permit the Unit Owners to use and enjoy the fitness center facilities located in The Sports Park Condominium Building and the tennis courts and indoor and outdoor pools and all other amenities connected with the Lodge and the commercial development located within Bear Hollow Village. This assessment shall become effective upon an Owner's purchase of a Unit. At the time of purchase, the Unit Owner's monthly fitness center assessment amount shall be calculated and assessed upon the Unit. The Association shall pay The Canyon Group, LLC the assessment within ninety (90) days of receiving the assessment payment from the Unit Owners. In return, The Canyon Group, LLC shall operate and maintain the above described facilities and make such facilities available for use by the Unit Owners and their guests at no extra charge. Failure to pay this monthly assessment may result in the Association filing a lien against the non-paying Unit Owner's Unit in accordance with this Declaration. Furthermore, the Association may suspend an Owner's right to use and enjoy the facilities for any period during which the assessment of such Member's Unit remains unpaid.

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EXHIBIT A

BEAR HOLLOW VILLAGE BOUNDARY DESCRIPTION

A parcel of land located in the Southwest quarter of Section 19, and in the Northwest quarter of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northwest corner of said Section 30, thence North 0°05'23" West, 1333.27 feet along the West line of said Section 19 to the West corner of the Southwest quarter of said Section 19; thence South 89°42'52" East, 1205.38 feet to the West Right-of-Way line of Utah State Highway 224 (SR-224); thence South 0°27'00" West, 1030.95 feet; thence South 06°57'32" West, 132.32 feet; thence Southerly, 787.02 feet along the arc of a 2764.78-foot radius non-tangent curve to the right to a point of non-tangency (chord bears South 08°36'17" West, 784.36 feet); thence South 13°01'16" West, 153.37 feet; thence South 16°45'35" West, 300.00 feet; thence South 11°19'10" East, 6.02 feet; thence North 88°21'54" West, 156.46 feet; thence South 15°34'05" West, 304.00 feet; thence North 89°22'23" West, 669.05 feet; thence North 01°36'53" West, 734.64 feet; thence West, 13.43 feet to the West line of said Section 30; thence North 00°03'43" West, 599.84 feet along said West line to the Point of Beginning.

Less and excepting the following parcels:

Sports Park Condominiums

Beginning at a point 100.04 feet East and 29.96 feet South from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 55°23'29" East, 174.54 feet; thence South 34°36'47" East, 68.92 feet to the Northwesterly Right-of-Way line of Lillehammer Lane; thence South 55°33'35" West 93.67 feet along said Right-of-Way line; thence continuing South 55°33'35" West 80.88 feet; thence North 34°36'32" West 68.40 feet to the Point of Beginning.

Laurelwood Condominiums

Beginning on the Southeasterly Right-of-Way line of Lillehammer Lane at a point 248.81 feet East and 78.78 feet South from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 55°33'35" East 169.06 feet along said Right-of-Way line; thence South 34°28'36" East 66.79 feet to a point on the arc of a 35.50 foot-radius curve to the left; thence 33.93 feet along the arc of said curve (chord bears South 23°12'49" West 32.65 feet); thence South 55°33'35" West 139.99 feet; thence North 34°28'25" West 16.83 feet; thence South 55°32'10" West 16.49 feet to the Northeasterly Right-of-Way line of Lillehammer Lane; thence North 34°28'05" West 52.42 feet along said Right-of-Way Line to a point of tangency with a 15.00-foot radius curve to the right; thence 23.57 feet along said curve and Right-of-Way line (chord bears North 10°32'45" East 21.22 feet) to the Point of Beginning.

00517218 Ex01180 Pg00731

Colgary Condominiums

Beginning on the Northeastly Right-of-Way line of Lillehammer Lane at a point 472.45 feet East and 600.53 feet South from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 58°20'38" East 76.16 feet to a point on the Southerly Right-of-Way line of Blathalon Loop, said point also being on a 43.00 foot-radius curve to the left; thence along said curve and Right-of-Way line 34.32 feet (chord bears South 86°44'37" East 33.41 feet); thence South 53°21'50" East 82.49 feet to a point on the Northwesterly Right-of-Way line of Bobsled Boulevard, said point also being on a 325.00 foot-radius curve to the right; thence along said curve and Right-of-Way line 81.38 feet (chord bears South 55°21'32" West 81.17 feet); thence South 62°31'56" West 36.75 feet along said Right-of-Way line to a point of tangency with a 15.00-foot radius curve to the right; thence 22.02 feet along said curve (chord bears North 75°24'47" West 20.10 feet) to the Northeastly Right-of-Way line of Lillehammer Lane; thence North 33°21'31" West 82.83 feet to the Point of Beginning.

Cross Country Condominiums

Beginning at a point on the Easterly line of a 60.00-foot wide utility easement along Bobsled Boulevard, said point being 473.99 ft. East and 808.22 ft. South from the Northwest corner of Section 30, T. 1 S., R. 4 E., S.L.B. & M.; thence S.65°17'30"E. 83.78 ft.; thence N.70°19'37"E. 64.37 ft.; thence S.30°09'03"E. 21.99 ft. to the Northwesterly right-of-way line of Cross Country Way; thence S.40°17'55"W. 88.01 ft. along said right-of-way line to a point of tangency with a 310.00-foot radius curve to the left; thence Southwesterly 67.23 ft. along the arc of said curve and said right-of-way through a central angle of 12°58'35" to a point of reverse curvature of a 15.00-foot radius curve to the right, thence Westerly 31.67 ft. through a central angle of 120°58'58" to a point on said Easterly utility easement line of Bobsled Boulevard; thence N.31°08'42"W. 51.64 ft. along said utility easement line to a point of tangency with a 120.00-foot radius curve to the right; thence Northwesterly 118.11 ft. along said curve and said utility easement line through a central angle of 56°23'32"; thence N.25°14'51"E. 4.53 ft. along said utility easement line to the point of beginning.

Bear Claws Condominiums

Beginning at a point on the Easterly line of a 53.00-foot wide utility easement along Oslo Lane, said point being 161.19 feet East, and 519.05 feet North from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 82°54'56" East, 70.66 feet; thence North 66°52'36" East, 37.91 feet to the Southwesterly right-of-way line of Kodlak Way; thence along a 160.00-foot radius curve to the left on said right-of-way line 42.11 feet (chord bears South 30°03'22" East, 41.99 feet) to the beginning of a 15-foot radius curve to the right (chord bears South 02°11'23" West, 19.20 feet); thence 20.83 feet along said curve to the Northwesterly utility easement line of said Oslo Lane; thence along said utility easement line the following three (3) courses to the point of beginning: (1) South 41°58'30" West, 49.43 feet; (2) 104.11 feet along the arc of a 48.50-foot radius curve to the right (chord bears North 76°31'45" West, 85.24 feet); (3) 67.06 feet along the arc of a 273.50-foot radius curve to the right (chord bears North 08°00'33" West, 66.89 feet).

Contains 2,856,492 square feet or 65.576 acres, more or less.

00517218 Bk01180 Pg00732

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS

LOT #	LOT AREA(Ac)	PROJECT COMMON AREA OWNERSHIP (%)	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES.
A	0.430	0.47	1
B	0.649	0.47	1
C	0.945	0.48	1
D	1.341	0.48	1
E	1.063	0.47	1
F	0.956	0.47	1
G	0.401	0.47	1
1	0.100	0.33	1
2	0.083	0.33	1
3	0.085	0.33	1
4	0.084	0.33	1
5	0.082	0.33	1
6	0.081	0.33	1
7	0.082	0.33	1
8	0.079	0.33	1
9	0.078	0.33	1
10	0.079	0.33	1
11	0.078	0.33	1
12	0.078	0.33	1
13	0.085	0.33	1
14	0.084	0.33	1
15	0.085	0.33	1
16	0.085	0.33	1
17	0.084	0.33	1
18	0.082	0.33	1
19	0.084	0.33	1
20	0.088	0.33	1
21	0.082	0.33	1
22	0.095	0.33	1
23	0.088	0.33	1
24	0.091	0.33	1
25	0.088	0.33	1
26	0.110	0.33	1
27	0.141	0.33	1
28	0.124	0.33	1
29	0.104	0.33	1
30	0.242	0.33	1
31	0.177	0.33	1
32	0.151	0.33	1
33	0.184	0.33	1
34	0.252	0.33	1
35	0.296	0.33	1
36	0.183	0.33	1
37	0.149	0.33	1
38	0.114	0.33	1
39	0.095	0.33	1
40	0.083	0.33	1

005 17218 BK01180 Pg00733

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS(CONTINUED)

LOT #	LOT AREA(AC)	PROJECT COMMON AREA OWNERSHIP (%)	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES
41	0.077	0.33	1
42	0.077	0.33	1
43	0.086	0.33	1
44	0.083	0.33	1
45	0.084	0.33	1
46	0.084	0.33	1
47	0.082	0.33	1
48	0.076	0.33	1
49	0.079	0.33	1
50	0.080	0.33	1
51	0.087	0.33	1
52	0.141	0.33	1
53	0.080	0.33	1
54	0.088	0.33	1
55	0.077	0.33	1
56	0.077	0.33	1
57	0.080	0.33	1
58	0.072	0.33	1
59	0.073	0.33	1
60	0.068	0.33	1
61	0.068	0.33	1
62	0.072	0.33	1
63	0.073	0.33	1
64	0.068	0.33	1
65	0.072	0.33	1
66	0.071	0.33	1
67	0.072	0.33	1
68	0.074	0.33	1
69	0.075	0.33	1
70	0.075	0.33	1
71	0.078	0.33	1
72	0.075	0.33	1
73	0.077	0.33	1
74	0.075	0.33	1
75	0.075	0.33	1
76	0.075	0.33	1
77	0.075	0.33	1
78	0.073	0.33	1
79	0.104	0.33	1

005 172 18 BR01180 Pg00734

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS(CONTINUED)

LOT #	LOT AREA(Ac)	PROJECT COMMON AREA OWNERSHIP (%)	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES
T1	0.085	0.33	1
T2	0.059	0.33	1
T3	0.052	0.33	1
T4	0.095	0.33	1
T5	0.083	0.33	1
T6	0.056	0.33	1
T7	0.044	0.33	1
T8	0.049	0.33	1
T9	0.067	0.33	1
T10	0.065	0.33	1
T11	0.045	0.33	1
T12	0.046	0.33	1
T13	0.057	0.33	1
T14	0.062	0.33	1
T15	0.053	0.33	1
T16	0.046	0.33	1
T17	0.080	0.33	1
T18	0.079	0.33	1
T19	0.053	0.33	1
T20	0.044	0.33	1
T21	0.051	0.33	1
T22	0.081	0.33	1
T23	0.090	0.33	1
T24	0.055	0.33	1
T25	0.046	0.33	1
T26	0.053	0.33	1
T27	0.061	0.33	1
T28	0.063	0.33	1
T29	0.038	0.33	1
T30	0.045	0.33	1
T31	0.057	0.33	1
T32	0.059	0.33	1
T33	0.037	0.33	1
T34	0.044	0.33	1
T35	0.064	0.33	1
T36	0.073	0.33	1
T37	0.048	0.33	1
T38	0.041	0.33	1
T39	0.048	0.33	1
T40	0.058	0.33	1
T41	0.060	0.33	1
T42	0.038	0.33	1
T43	0.063	0.33	1
T44	0.044	0.33	1
T45	0.035	0.33	1
T46	0.048	0.33	1
T47	0.075	0.33	1
T48	0.044	0.33	1

00517218 Bk01180 Pg00735

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS(CONTINUED)

LOT #	LOT AREA(Ac)	PROJECT COMMON AREA OWNERSHIP (%)	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES
T49	0.038	0.33	1
T50	0.039	0.33	1
T51	0.046	0.33	1
T52	0.056	0.33	1
T53	0.054	0.33	1
T54	0.039	0.33	1
T55	0.063	0.33	1
T56	0.078	0.33	1
T57	0.085	0.33	1
T58	0.071	0.33	1
T59	0.044	0.33	1
T60	0.037	0.33	1
T61	0.053	0.33	1
T62	0.053	0.33	1
T63	0.044	0.33	1
T64	0.037	0.33	1
T65	0.045	0.33	1
T66	0.070	0.33	1
T67	0.066	0.33	1
T68	0.042	0.33	1
T69	0.042	0.33	1
T70	0.055	0.33	1
T71	0.055	0.33	1
T72	0.042	0.33	1
T73	0.043	0.33	1
T74	0.050	0.33	1
T75	0.051	0.33	1
T76	0.042	0.33	1
T77	0.042	0.33	1
T78	0.065	0.33	1
T79	0.053	0.33	1
T80	0.045	0.33	1
T81	0.046	0.33	1
T82	0.056	0.33	1
T83	0.053	0.33	1
T84	0.044	0.33	1
T85	0.055	0.33	1
T86	0.054	0.33	1
T87	0.044	0.33	1
T88	0.053	0.33	1
T89	0.054	0.33	1
T90	0.055	0.33	1
T91	0.054	0.33	1
T92	0.047	0.33	1
T93	0.047	0.33	1
T94	0.058	0.33	1
T95	0.062	0.33	1

00517218 Bk01180 Pg00736

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS(CONTINUED)

LOT #	LOT AREA(Ac)	PROJECT COMMON AREA OWNERSHIP (%)	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES
T96	0.053	0.33	1
T97	0.063	0.33	1
T98	0.043	0.33	1
T99	0.043	0.33	1
T100	0.043	0.33	1
T101	0.061	0.33	1
T102	0.074	0.33	1
T103	0.051	0.33	1
T104	0.043	0.33	1
T105	0.043	0.33	1
T106	0.051	0.33	1
T107	0.078	0.33	1
T108	0.065	0.33	1
T109	0.061	0.33	1
T110	0.053	0.33	1
T111	0.053	0.33	1
T112	0.053	0.33	1
T113	0.045	0.33	1
T114	0.038	0.33	1
T115	0.038	0.33	1
T116	0.044	0.33	1
T117	0.054	0.33	1
T118	0.069	0.33	1
T119	0.041	0.33	1
T120	0.058	0.33	1
T121	0.057	0.33	1
T122	0.041	0.33	1
T123	0.064	0.33	1
T124	0.065	0.33	1
T125	0.045	0.33	1
T126	0.070	0.33	1
T127	0.063	0.33	1
T128	0.052	0.33	1
T129	0.042	0.33	1
T130	0.077	0.33	1
T131	0.067	0.33	1
T132	0.057	0.33	1
T133	0.044	0.33	1
T134	0.049	0.33	1
T135	0.062	0.33	1
T136	0.060	0.33	1
T137	0.062	0.33	1
T138	0.062	0.33	1
T139	0.063	0.33	1
T140	0.063	0.33	1
T141	0.065	0.33	1
T142	0.065	0.33	1

005 172 18 Bk01180 Pg00737

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS(CONTINUED)

LOT #	LOT AREA(Ac)	PROJECT COMMON AREA OWNERSHIP (%)	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES
T143	0.062	0.33	1
T144	0.062	0.33	1
T145	0.060	0.33	1
T146	0.061	0.33	1
T147	0.061	0.33	1
T148	0.068	0.33	1
T149	0.041	0.33	1
T150	0.061	0.33	1
T151	0.070	0.33	1
T152	0.055	0.33	1
T153	0.043	0.33	1
T154	0.048	0.33	1
T155	0.068	0.33	1
T156	0.065	0.33	1
T157	0.054	0.33	1
T158	0.056	0.33	1
T159	0.058	0.33	1
T160	0.060	0.33	1
T161	0.049	0.33	1
T162	0.042	0.33	1
T163	0.050	0.33	1
T164	0.062	0.33	1
T165	0.062	0.33	1
T166	0.050	0.33	1
T167	0.049	0.33	1
T168	0.041	0.33	1
T169	0.041	0.33	1
T170	0.048	0.33	1
T171	0.069	0.33	1
T172	0.068	0.33	1
T173	0.050	0.33	1
T174	0.042	0.33	1
T175	0.055	0.33	1
T176	0.063	0.33	1

005 172 18 Ek01180 Pg00738

BEAR HOLLOW VILLAGE - OWNERSHIP INTERESTS(CONTINUED)

UNIT #	UNIT AREA(SF)	PROJECT COMMON AREA OWNERSHIP (%)	CONDOMINIUM BUILDING	BEAR HOLLOW VILLAGE HOMEOWNERS ASSN. VOTES
100	700	0.33	CROSS COUNTRY	1
101	700	0.33		1
102	1000	0.33		1
103	1000	0.33		1
200	700	0.33		1
201	700	0.33		1
202	1000	0.33		1
203	1000	0.33		1
100	700	0.33		CALGARY
101	700	0.33	1	
102	1000	0.33	1	
103	1000	0.33	1	
104	1000	0.33	1	
200	700	0.33	1	
201	700	0.33	1	
202	700	0.33	1	
203	1000	0.33	1	
204	1000	0.33	1	
100	700	0.33	BEAR CLAW	1
101	700	0.33		1
102	1000	0.33		1
103	1000	0.33		1
104	1000	0.33		1
200	700	0.33		1
201	700	0.33		1
202	700	0.33		1
203	1000	0.33		1
204	1000	0.33		1
200	2000	0.33	LAUREL WOOD	1
201	2000	0.33		1
202	2000	0.33		1
203	2000	0.33		1
204	2000	0.33		1
200	2000	0.33	SPORTS PARK	1
201	2000	0.33		1
202	2000	0.33		1
203	2000	0.33		1
204	2000	0.33		1
TOTAL		100%		300