

When Recorded Return To:

Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

00761386 Bk01757 Pg00889-00917
ALAN SPRIGGS, SUMMIT CO RECORDER
2005 DEC 12 13:53 PM FEE \$1.00 BY GGB
REQUEST: SUMMIT COUNTY CLERK

**SECOND AMENDMENT TO THE BEAR HOLLOW VILLAGE SPECIALLY
PLANNED AREA PLAN DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE BEAR HOLLOW VILLAGE SPECIALLY PLANNED AREA PLAN DEVELOPMENT AGREEMENT ("**Second Amendment**") is entered into and is made effective as of _____, 2005, by and among SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its Board of County Commissioners (the "**County**"), , and BEAR HOLLOW RESTORATION, LLC, a Utah limited liability company, by HAMLET HOMES CORPORATION, a Utah corporation, managing member ("**Hamlet**").

A. The County, Hamlet and others entered into that certain Amended and Restated Development Agreement for the Bear Hollow Village Specially Planned Area (SPA) Plan ("**Village SPA**") dated October 2, 2003 with respect to the development of the Bear Hollow Village SPA (the "**Amended and Restated Development Agreement**"). The Amended and Restated Development Agreement was recorded as Entry No. 00678624 in Book 1580 at Pages 353-411 in the official records of the County Recorder. The Amended and Restated Development Agreement amends the Bear Hollow Village Specially Planned Area (SPA) Plan Development Agreement dated July 27, 1998 and recorded in the official records of the County Recorder (the Development Agreement).

B. Hamlet owns the Lodge Parcel and the Hamlet Property within the Village SPA, all of which are more particularly described on the attached **Exhibit "AA"** and depicted on the site plan ("**Site Plan**") attached hereto as **Exhibit "BB"**.

C. Hamlet has determined that certain portions of the Village SPA are not developable because of wetlands, area limitations, height limitations and other related reasons. Hamlet has proposed (and the County has concurred) to modify the Development Agreement to mitigate the development constraints and maintain the general intent of the Development Agreement. As such, the County and Hamlet desire to amend the Development Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Amendment to Development Agreement. This Second Amendment amends the Development Agreement. In the event of any conflict or inconsistency between the terms of this Second Amendment, with respect to the subject matter hereof, and the terms of the Development Agreement, the terms of this Second Amendment shall control.

BK1757 PG00889

2. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning assigned in the Development Agreement.

3. Amendments.

(a) Open Space. A portion of the Phase III area within the Village Spa comprising Lots T118 through T130, inclusive, and a portion of the surrounding area is hereby designated as open space ("**Phase III Common Parcel 3**") except for the creation of three (3) single family lots along the East portion thereof, (the "**Three Replacement Lots**") all as shown on Exhibit CC, The Amended and Recorded Plat. The Three Replacement Lots are hereby designated as lots 80, 81, and 82. The Three Replacement Lots shall at all times be subject to the financial contributions set forth on Attachment 4 to the Development Agreement as if the Three Replacement Lots were originally a part of the Pacific Security Property or Hamlet Property. The affordable housing requirements with respect to Lots T119, T122, T125 and T129 are hereby relocated to the Lodge Parcel as described in subparagraph (c) below.

(b) Bear Claw Condominiums. Because of construction height limitations in effect and applicable to the Village SPA, two (2) units previously planned for the Bear Claw Condominiums are not buildable. Notwithstanding anything to the contrary in the Development Agreement, the Bear Claw Condominiums shall hereafter consist of eight (8) units. Four (4) of the eight (8) units in the Bear Claw Condominiums, designated as units 102, 103, 104, and 203 hereafter shall be designated as Category B affordable housing and the remaining four (4) units designated as units 101, 200, 201 and 202 shall be Category C affordable housing.

(c) Lodge Parcel. Under the Development Agreement as amended in October of 2003, it was contemplated that the Lodge Parcel would have three buildings with 110 units, plus an employee housing building within the Lodge Parcel. Because of wetlands concerns which have recently been determined to exist with respect to a portion of the Lodge Parcel, it has been determined that the previously contemplated building locations and configurations on the Lodge Parcel require a reconfiguration of the Lodge Parcel and the relocation of the contemplated buildings on the Lodge Parcel.

(i) To reflect the reduction of twelve (12) units within a portion of the Village Spa resulting from (a) the newly designated Phase III Common Parcel 3 eliminating ten (10) units (four (4) of which were to be affordable housing units) and (b) the reduction of two (2) units in the Bear Claw Condominiums, (both of which were to be affordable housing units), the unit density for the Lodge Parcel shall be increased by twelve (12) units (hereinafter, the "**Additional Lodge Units**") to one hundred twenty-two (122) units to be established in four (4) buildings at the approximate locations designated on the Exhibit BB.

(ii) It is also understood that the size of the Lodge Parcel will be increased to include a portion of property lying East of the former Sports Park Condominium Parcel, all as depicted on the attached Site Plan attached as Exhibit BB. It is also understood that because of the reconfiguration of the Lodge parcel and the revised building locations on the Lodge Parcel, the requirement for an employee housing building is hereby deleted.

(iii) Of the twelve (12) Additional Lodge Units, eight (8) of the Additional Lodge Units shall be designated as Category B affordable housing, which affordable housing requirements are set forth on Exhibit 6 (Affordable Housing) of the Development Agreement as amended by this document and the Amended and Restated Development Agreement.

(iv) The Additional Lodge Units shall be subject to the financial contributions set forth on Attachment 4 to the Amended and Restated Development Agreement as if the Additional Lodge Units were originally a part of the Pacific Security Property or Hamlet Property referred in the Amended and Restated Development Agreement. The financial contributions for the remaining one hundred ten (110) units on the Lodge Parcel shall remain unchanged.

(v) Contemporaneous with the recordation of this Second Amendment, Developer shall cause to be recorded a deed restriction in the form of Attachment 1 hereto reflecting an affordable housing deed restriction with respect to the relocated six (6) affordable housing units to the Lodge parcel and the creation of the two (2) new affordable housing units within the Lodge Parcel.

(vi) Attachment 2B of this Second Amendment consists of various sections prepared by a licensed engineer showing contemplated heights of the various buildings to be constructed on the Lodge Parcel. In addition, Attachment 2A specifies the new allowed heights for each Lodge building, hereby approved as an amendment to the previously specified building heights for this parcel in the Development Agreement. It is also understood that with respect to set back requirements for the four buildings to be located on the Lodge Parcel, the applicable set back requirements shall be (i) 14 feet for each of the front, rear and sides of each such building from the applicable property line of the Lodge Parcel (as such Lodge Parcel property lines are amended pursuant to this Second Amendment); and (ii) 14 feet from the common centerline between any two buildings. An additional front yard setback of 10 feet from the building face to the property line on Lillehammer Lane is requested specifically for Building D at the southeast building corner for the stairway access and roof structure for the Bear Hollow Conference Center located in Building D. Accordingly such setbacks are hereby approved as a variance of any applicable current county set back ordinances, requirements and policies.

(d) Traffic Signal. The County desires a traffic signal at the intersection of Highway 224 and Bobsled Blvd./Cutter Lane (the "**Traffic Signal**"). UDOT has determined that the Traffic Signal is not currently warranted. Prior to the issuance of any Use and Occupancy Permits in Phase III and the Lodge Parcel, Hamlet shall deposit with US Title the amount of \$154,720, which represents the estimated cost to construct the Traffic Signal (the "**Traffic Escrow**"). Hamlet shall be required to perform new traffic counts one day every six months. Hamlet shall propose to the County in writing the date when such new traffic counts shall be taken and request that the County approve such date. If the County does not respond to such request for approval, Hamlet shall be authorized to perform the new traffic count on the date proposed to the County. If the County objects to such proposed date, Hamlet shall propose other dates for performing the new traffic counts. The results from such new traffic counts shall be submitted to UDOT, with a copy to the County. If the Traffic Signal becomes warranted, as determined by UDOT, then (i) the funds from the Traffic Escrow shall be released by US Title

and used to reimburse the costs to construct the Traffic Signal, and (ii) Hamlet shall be given the opportunity to construct the Traffic Signal before the project is put out to bid to any other party. Notwithstanding the foregoing, the Traffic Escrow shall be promptly returned to Hamlet by US Title if the Traffic Signal is constructed by UDOT at its own cost and expense. This section shall survive notwithstanding the expiration or early termination of the Development Agreement.

(e) Secondary Access. Hamlet has constructed a secondary access ("**Secondary Access**") to Highway 224 along the northern boundary of the Village SPA in the location set forth on the Site Plan according to the plans approved by UDOT on August 27, 2004. The Secondary Access will be a private road and maintained in the same manner as other private roads in the Village SPA. In the event that an alternate access to Highway 224 in the location(s) shown on the Site Plan is provided to the owners of the Village SPA through the adjacent northern property (the "**PRI Access**") and the County determines that the Secondary Access is no longer required, then Hamlet agrees to remove the asphalt pavement on the Secondary Access and replace the asphalt with four inches of topsoil and reseeding with native materials (collectively, the "**Access Restoration**"). Prior to the issuance of any Use and Occupancy permits in Phase III and the Lodge Parcel, Hamlet shall deposit with US Title the amount of \$24,695, which represents the estimated cost to complete the Access Restoration (the "**Restoration Escrow**"). In the event that the Access Restoration is completed by Hamlet the Restoration Escrow shall be released to Hamlet within five (5) business days after acceptance of the Access Restoration by the County. If the PRI Access has not been constructed or completed by a third party on or before the expiration of fifteen (15) years from the effective date of this Second Amendment, then the Restoration Escrow shall be returned to Hamlet upon the expiration of such fifteen year period. This section shall survive notwithstanding the expiration or early termination of the Development Agreement. Interest earned on these escrows shall remain the property of Hamlet.

(f) Amended Plat. By its execution of this Second Amendment, the County further approves the amendment of the Plat to reflect the changes to the Village SPA addressed in this Second Amendment. Preceding the recordation of this Second Amendment an amendment to the Final Subdivision Plat (hereinafter the "**Amended Plat**") has been recorded in the official records of the County Recorder, which Amended Plat is attached hereto as Exhibit "CC". The Amended Plat shows, among other things, (i) the combination of the Sports Park Condominium Parcel and the Lodge Parcel, (ii) an adjustment to the boundaries of the Lodge Parcel, (iii) the Phase III Open Space as Common Parcel 3, (iv) the Three Replacement Lots, and (v) the location of the Secondary Access.

4. Continuation. Except as set forth herein, all of the terms and conditions contained in the Development Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first written above.

[SIGNATURE PAGES FOLLOW]

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, STATE OF UTAH

By:

Robert Reicher

Print Name:

ROBERT REICHER

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument as acknowledged before me this _____ day of _____, 2005, by _____, Chairman of the Board of County Commissioners of Summit County, State of Utah.

Notary Public

Residing at: _____

My Commission Expires:

Approved as to form
Summit County Attorney

[Signature]

HAMLET

BEAR HOLLOW RESTORATION, LLC, a Utah limited liability company

By: HAMLET HOMES CORPORATION, a Utah corporation, its managing member

By: _____
Name: Michael Brodsky
Its: Chairman

STATE OF Utah)

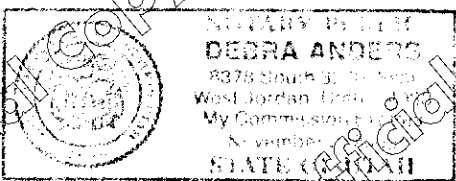
: ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledge before me this 12th day of April, 2005, by Michael Brodsky the Chairman of Hamlet Homes Corporation, which is the managing member of Bear Hollow Restoration LLC.

Debra Anders
Notary Public
Residing at: West Jordan, UT

My Commission Expires:
Nov 2, 2005



RECORDERS NOTE
DUE TO THE COLOR OF THE INK OF THE NOTARY SEAL AFFIXED TO THIS DOCUMENT, THE SEAL MAY BE UNSATISFACTORY FOR COPYING.

EXHIBIT AA

(Legal Descriptions of the Lodge Parcel, the Hamlet Property)

LODGE PARCEL

Lots 401, 402, 403, 404 according to the official plat thereof recorded March 23, 2005 as entry No. 730166 of the official records of the Summit County Recorder.

HAMLET PROPERTY

REAL PROPERTY LOCATED IN SUMMIT COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NUMBERS T79 THROUGH AND INCLUDING T96, T47 THROUGH AND INCLUDING T52, T58 THROUGH AND INCLUDING T66, T67 THROUGH AND INCLUDING T78, T102 THROUGH AND INCLUDING T117, AND T97 THROUGH AND INCLUDING T101 OF BEAR HOLLOW VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED SEPTEMBER 4, 1998, AS ENTRY NO. 516929 OF THE OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER.

PART OF BEAR HOLLOW VILLAGE SUBDIVISION, CONSTRUCTION PHASE III.

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 19, SAID POINT BEING NORTH 0°05'23" WEST 383.92 FEET ALONG SAID SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG SAID SECTION LINE NORTH 0°05'23" WEST 949.35 FEET; THENCE SOUTH 89°42'52" EAST 1205.38 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROUTE 224; THENCE SOUTH 0°27'00" WEST 1025.39 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 87°09'02" WEST 127.72 FEET; THENCE SOUTH 89°01'53" WEST 181.72 FEET; THENCE NORTH 67°40'10" WEST 169.79 FEET; THENCE NORTH 66°11'31" WEST 175.03 FEET; THENCE SOUTH 76°13'10" WEST 34.36 FEET; THENCE NORTH 51°18'08" WEST 60.00; THENCE SOUTH 31°13'12" WEST 95.34 FEET; THENCE SOUTH 45°56'52" WEST 82.50 FEET; THENCE SOUTH 53°56'52" WEST 82.50 FEET; THENCE SOUTH 53°11'53" WEST 153.84 FEET; THENCE SOUTH 66°01'12" WEST 91.22 FEET; THENCE NORTH 31°14'47" WEST 78.46 FEET; THENCE NORTH 0°00'00" EAST 128.00 FEET; THENCE NORTH 90°00'00" WEST 133.24 FEET TO THE POINT OF BEGINNING.

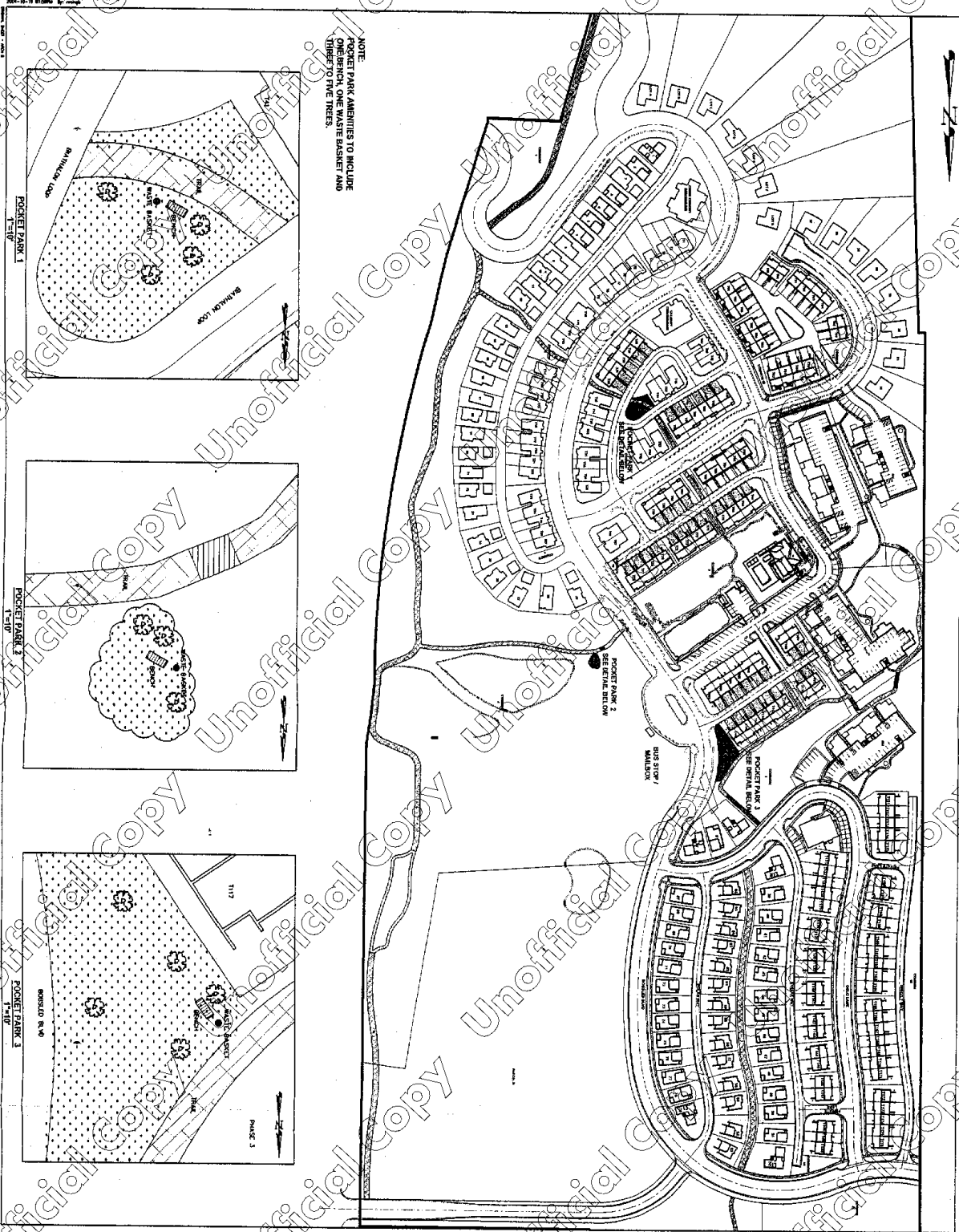
LESS AND EXPECTING THAT PORTION KNOWN AS THE WALLIN HOUSE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT NORTH 347.43 FEET AND EAST 1093.09 FEET FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°39'10" EAST 147.58 FEET; THENCE NORTH 85°18'30" EAST 147.58 FEET TO AN OLD FENCE ON THE WEST RIGHT OF WAY LINE OF UTAH STATE HIGHWAY NO. 224; THENCE SOUTH 0°39'10" WEST ALONG SAID FENCE AND RIGHT OF WAY LINE 147.58 FEET; THENCE SOUTH 85°18'30" WEST 147.58 FEET TO THE POINT OF BEGINNING.

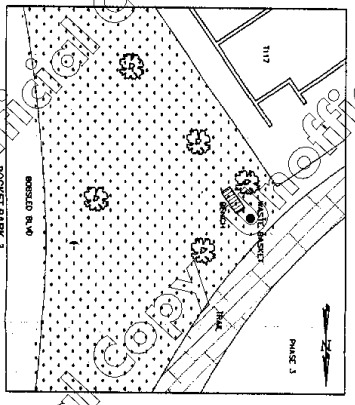
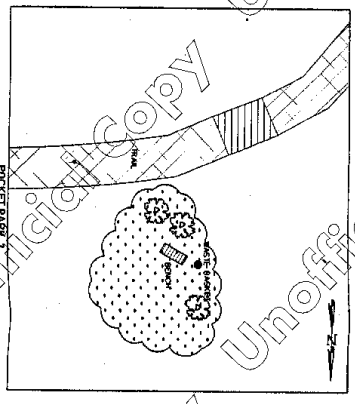
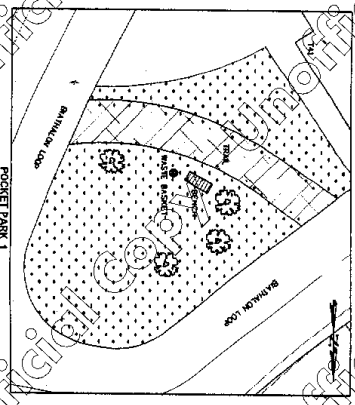
EXHIBIT BB

(Site Plan)

[See Attached.]



NOTE:
POCKET PARK AMENITIES TO INCLUDE
ONE BENCH, ONE WASTE BASKET AND
FIVE TO FIVE TREES.



Client:
HAMLET HOMES
308 EAST 4500 SOUTH
MURRAY, UTAH 84107
BEAR HOLLOW
SUNNYSIDE, UTAH

Project:
BEAR HOLLOW VILLAGE
PHASE 2 TITANS

Scale:
1" = 10'

Project No.: 4821274

Exhibit: BB 1 of 1

SITE PLAN

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY	11/11/11
2
3
4
5
6
7
8
9
10

SHANTEC

2010 Shantech Parkway
Salt Lake City, UT 84119
Tel: 801.261.0000
Fax: 801.261.0000

HAMLET HOMES
RESIDENTIAL DEVELOPMENT

BK1757 PG0897

EXHIBIT CC
(Amended and Recorded Plat)

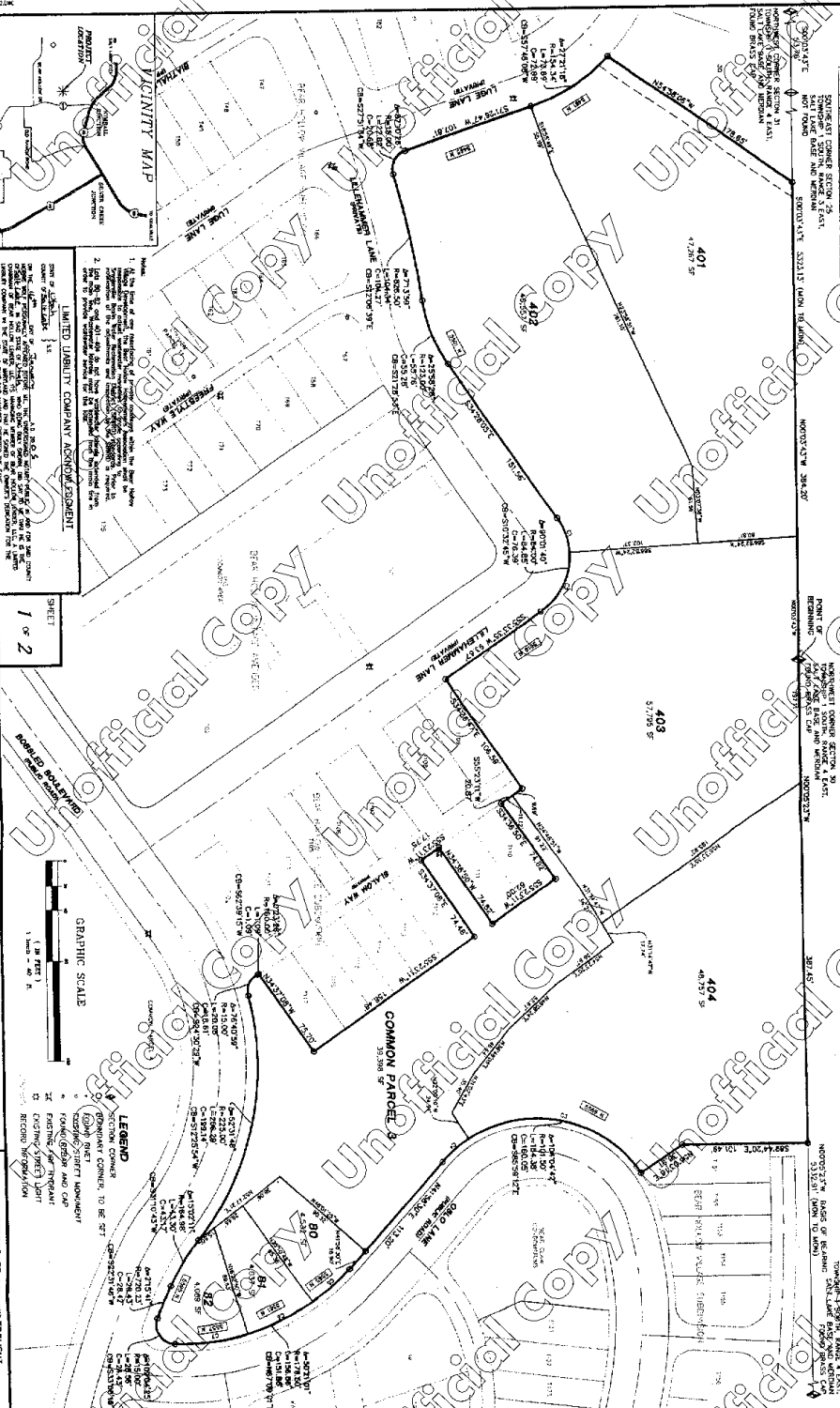
[See attached]

LOT	AREA (SQ. FT.)	AREA (ACRES)
401	10,000	0.23
402	10,000	0.23
403	10,000	0.23
404	10,000	0.23
90	10,000	0.23
91	10,000	0.23
92	10,000	0.23
93	10,000	0.23
94	10,000	0.23
95	10,000	0.23
96	10,000	0.23
97	10,000	0.23
98	10,000	0.23
99	10,000	0.23
100	10,000	0.23

BEAR HOLLOW VILLAGE 2ND AMENDMENT

AMENDING LOTS 1118 THROUGH 1130 PARCEL A, COMMON PARCEL 3 AND SPORTS PARK CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 30 NORTH TOWNSHIP 1 SOUTH, RANGE 12 EAST, SHERBORN COUNTY ILLINOIS



Sanitic
 PROJECT NUMBER: [blank]
 PROJECT NAME: [blank]
 PROJECT ADDRESS: [blank]
 PROJECT CITY: [blank]
 PROJECT STATE: [blank]
 PROJECT ZIP: [blank]
 PROJECT PHONE: [blank]
 PROJECT FAX: [blank]
 PROJECT EMAIL: [blank]

DM HAMILLER
 PROJECT MANAGER
 1001 S. MAIN ST.
 SUITE 100
 MURFreesBORO, TN 37130
 (615) 891-1111
 dmhamiller@sanitic.com

DAVID L. HARRIS
 PROJECT MANAGER
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 SUITE 100
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 dharris@sanitic.com

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BEAR HOLLOW VILLAGE 2ND AMENDMENT
AMENDING LOTS 1118 THROUGH 1130 PARCEL A, COMMON PARCEL 3 AND SPORTS PARK CONDOMINIUMS
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 30 NORTH TOWNSHIP 1 SOUTH, RANGE 12 EAST, SHERBORN COUNTY ILLINOIS

RECORDED & RETURNED TO THE COUNTY CLERK'S OFFICE
ON THE 21st DAY OF FEBRUARY, 2025
BY: [Signature]
CLERK

BEAR HOLLOW VILLAGE 2ND AMENDMENT

AMENDING LOTS 118 THROUGH 130, PARCEL A, COMMON PARCELS 3 AND SPORTS PARK CONDUMINIUMS

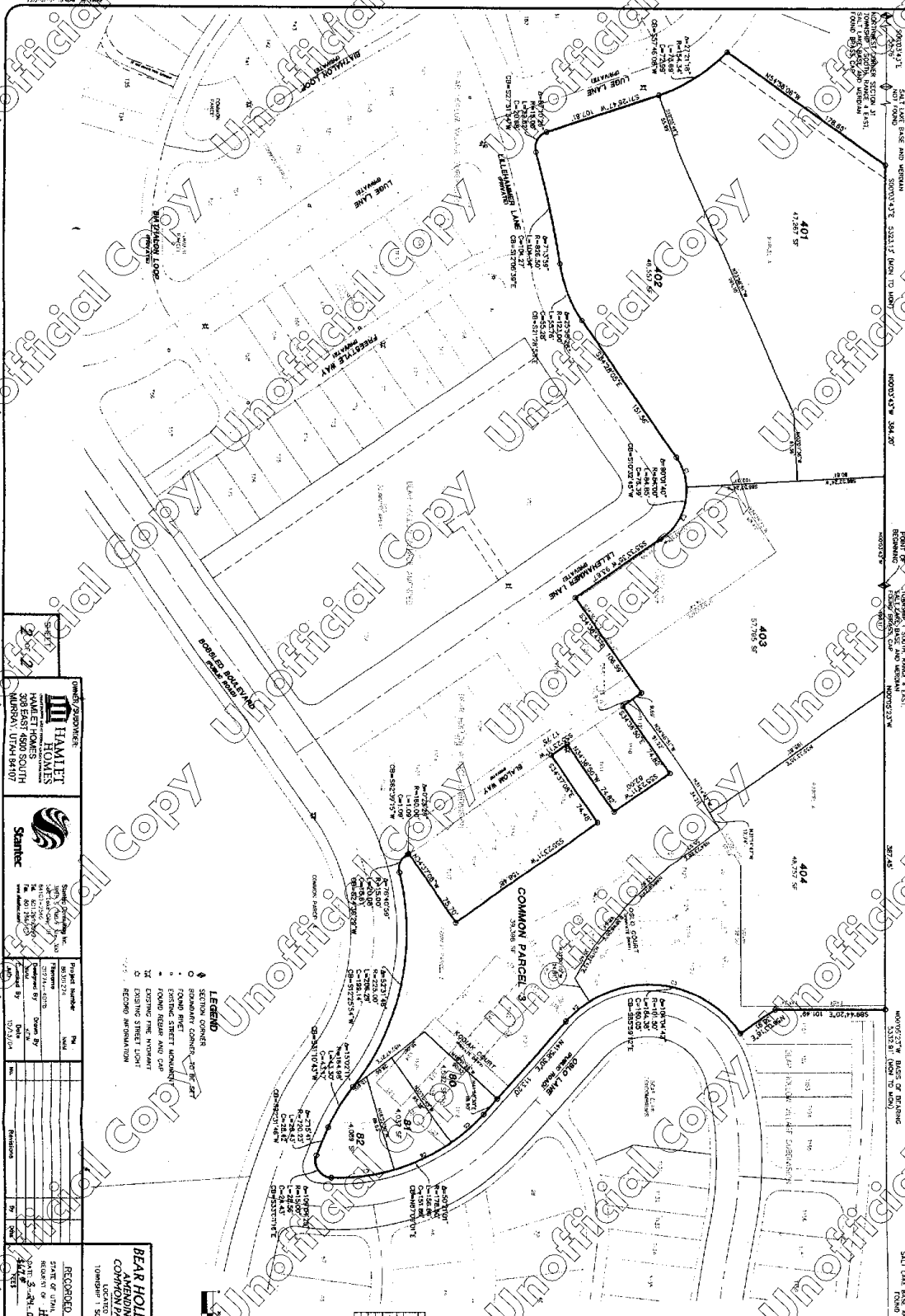
LOCATED IN THE NORTHWEST QUARTER SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASIN & MERRIDIAN
SALT LAKE COUNTY, UTAH

SOUTHWEST CORNER SECTION 30
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN & MERRIDIAN
SALT LAKE COUNTY, UTAH

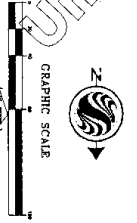
NORTHWEST CORNER SECTION 30
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN & MERRIDIAN
SALT LAKE COUNTY, UTAH

NORTHWEST CORNER SECTION 30
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN & MERRIDIAN
SALT LAKE COUNTY, UTAH

NORTHWEST CORNER SECTION 30
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN & MERRIDIAN
SALT LAKE COUNTY, UTAH



- LEGEND**
- SECTION CORNER
 - FOUND CORNER
 - FOUND STREET WORKMAN
 - FOUND REBAR AND CAP
 - EXISTING FIRE HYDRANT
 - EXISTING STREET LIGHT
 - EXISTING DIMENSION



LINE TABLE

LINE NO.	DESCRIPTION	DATE	BY	FOR
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99	REVISION	11/15/17
100	REVISION	11/15/17

OWNER/OWNER'S

HAMMET HOMES

308 EAST 4500 SOUTH
MURKIN, UTAH 84407

SEAL

Stamp

Stamping Authority
No. 0013003
Expiry Date: 12/31/18

Project Number: 1757-090900

Title: 2ND AMENDMENT

Drawn By: [Name]

Checked By: [Name]

Date: 11/15/17

Scale: AS SHOWN

Recorded & Mapped

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
OFFICE OF THE COUNTY CLERK, SALT LAKE COUNTY, UTAH, ON
NOVEMBER 15, 2017, AT 10:00 AM.

BEAR HOLLOW VILLAGE 2ND AMENDMENT
AMENDING LOTS 118 THROUGH 130, PARCEL A,
COMMON PARCELS 3 AND SPORTS PARK CONDUMINIUMS
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASIN & MERRIDIAN
SALT LAKE COUNTY, UTAH

BK 1757 PG 0900

ATTACHMENT 2A

Height Amendment Chart

[See Attached.]

**Second Amendment to the Amended and Restated Development Agreement
for the Bear Hollow Village Specially Planned Area (SPA) Plan
BEAR HOLLOW LODGE CONDOMINIUMS
January 19, 2005**

Attachment 2A - Height Amendment Chart

HEIGHT VARIANCE CHART				
Maximum Permitted Building Height is 40 foot Above Grade	Building A	Building B	Building C	Building D
	Maximum Building Height	Maximum Building Height	Maximum Building Height	Maximum Building Height
Original Undeveloped Grade	----- 48'-10 1/2"	----- 48'-10 1/2"	----- 48'-10 1/2"	----- 48'-10 1/2"
Existing Grade	45'-0 1/4"	60'-0"	45'-11"	42'-8 1/4"
Finished Grade	44'-8 3/4"	52'-6 1/2"	45'-2 1/2"	45'-7 1/4"

ATTACHMENT 2B

Floor Plans and Building Section

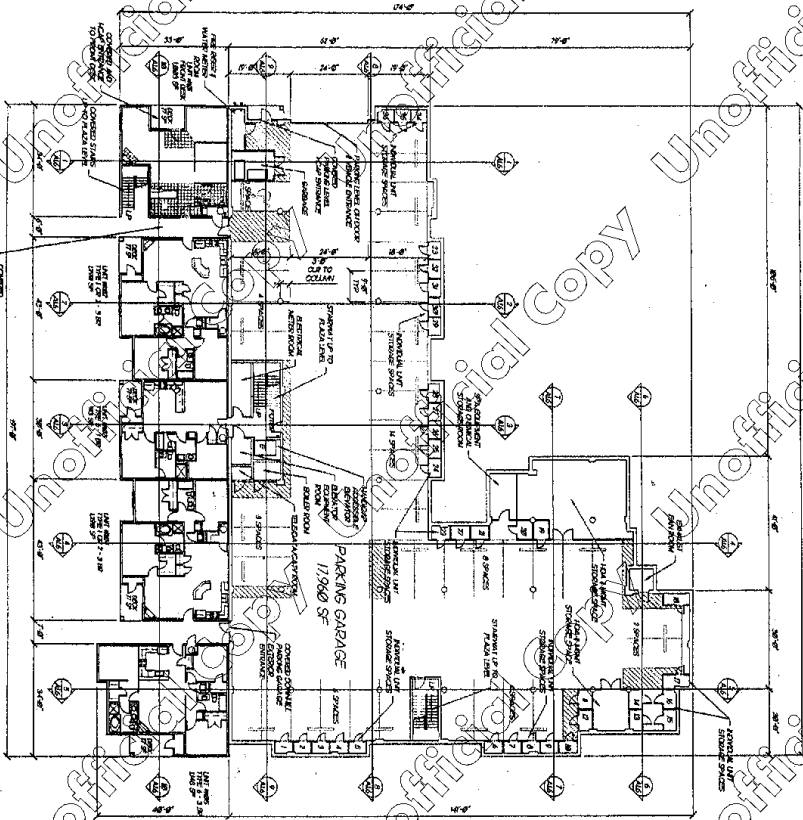
BK1757 PG0903

**BUILDING A - PRELIMINARY
PARKING (1ST) LEVEL PLAN**

SCALE: 1/8" = 1'-0"



GARAGE AREA, 1ST FLOOR
 17,900 SF
 TOTAL GARAGE AREA
 17,900 SF
 TOTAL 1ST FLOOR AREA
 17,900 SF

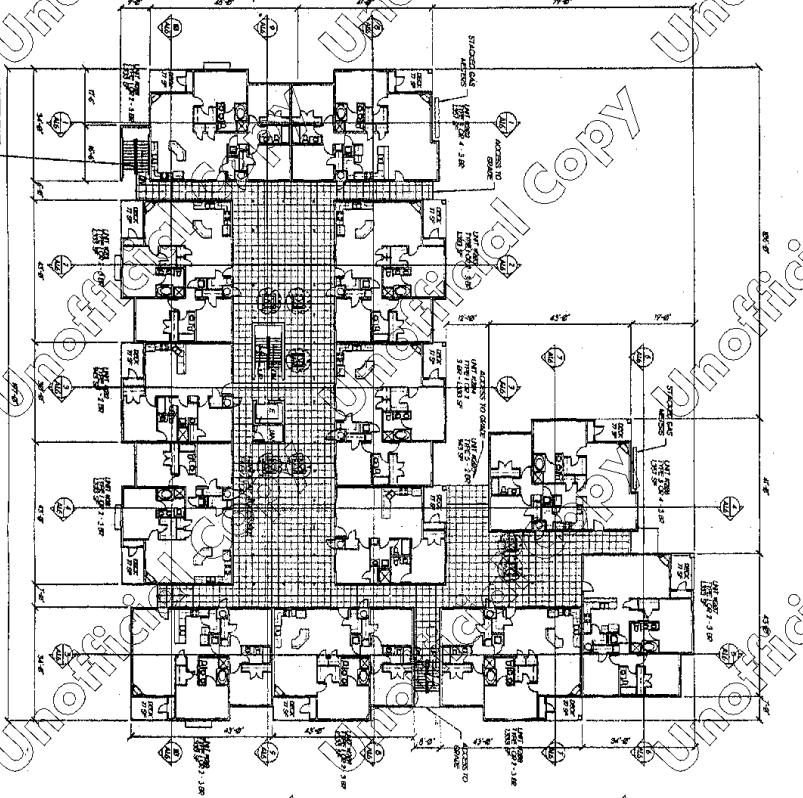


**BUILDING A - PRELIMINARY
PLAZA (2ND) LEVEL PLAN**

SCALE: 1/8" = 1'-0"



GARAGE AREA, 2ND FLOOR
 23,800 SF
 TOTAL GARAGE AREA
 23,800 SF
 TOTAL 2ND FLOOR AREA
 23,800 SF



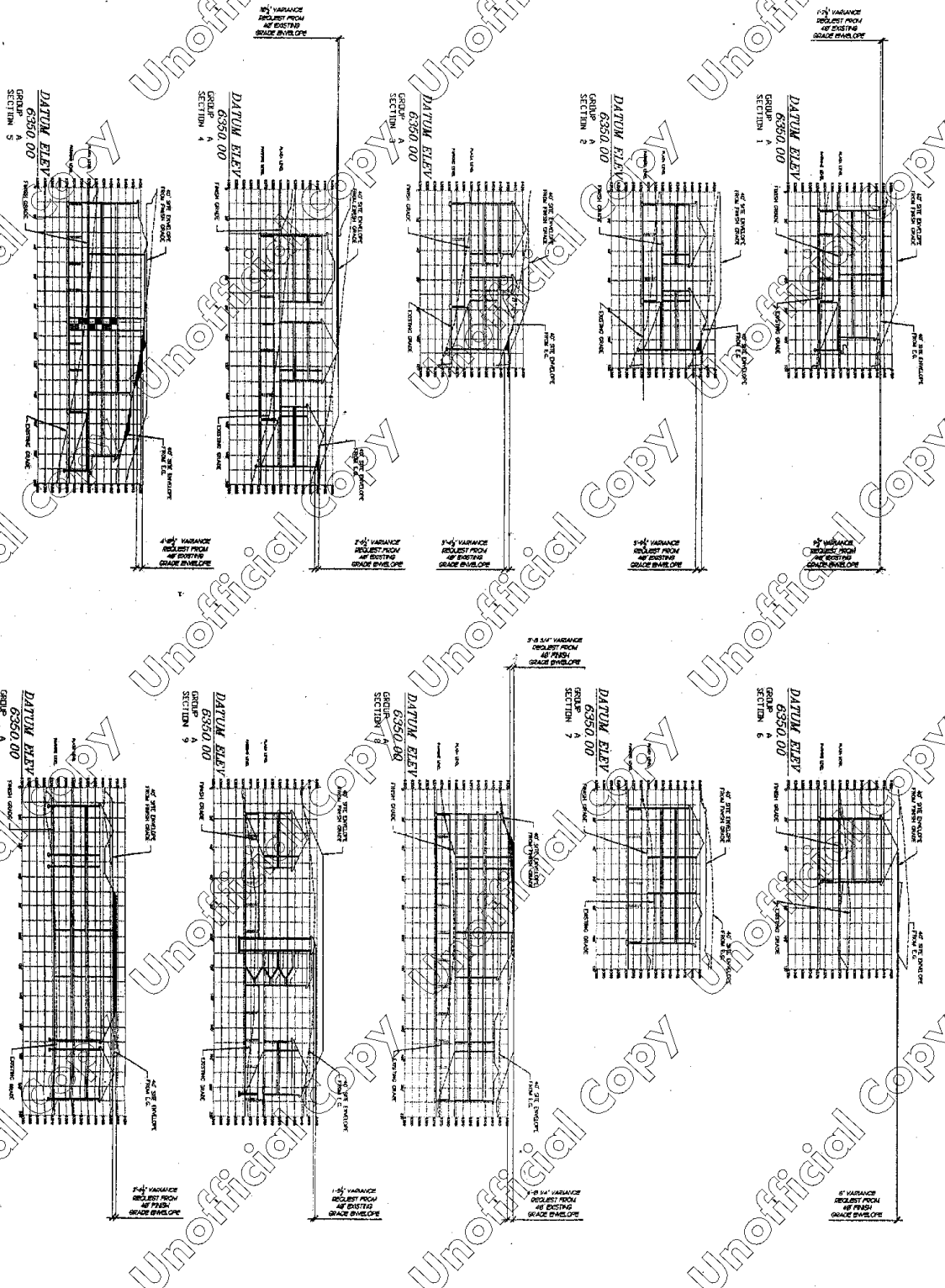
Date	Revisions	Project
12/05/04		04-012
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 801-272-5133 e-mail: glascock@mtcon.net

Unofficial Copy

BUILDING A - BUILDING SECTIONS



NOTE: FINISH GRADES INDICATED BY THE DRAWING ASSUME THAT THE FINISH GRADES ARE TO BE MAINTAINED AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED. THE FINISH GRADES AT THE TOP OF THE WALLS SHALL BE TO THE FINISH GRADE OF THE PLANS AND ON THE DOWNHILL SIDE SHALL BE TO THE FINISH GRADE INDICATED BY THE DOWNHILL FINISH GRADE.

Date	Revisions	Project	ALL RIGHTS RESERVED, JAMES B. GLASCOCK ARCHITECT - COPYRIGHT
10/26/04	A-1	02-012	BEAR HOLLOW LODGE CONDOMINIUMS BUILDING A FOR HAMLET DEVELOPMENT, INC. BEAR HOLLOW VILLAGE, SUMMIT COUNTY, UTAH

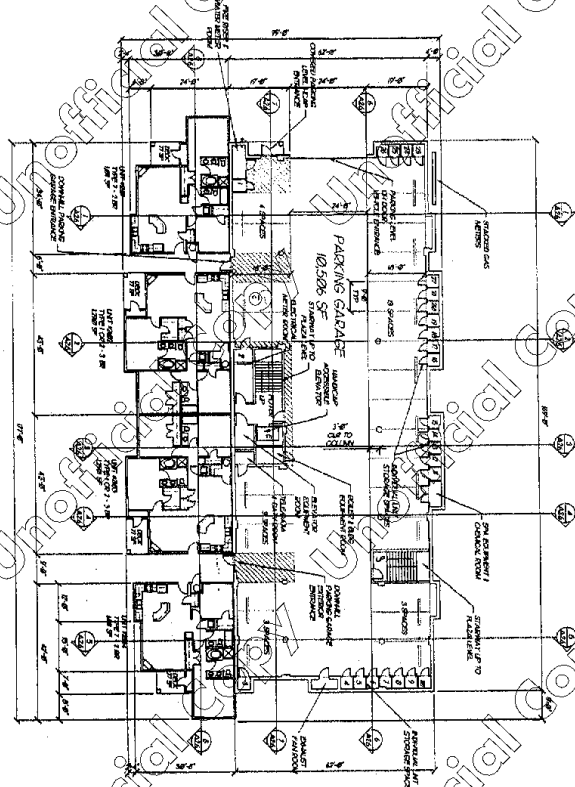


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**BUILDING B - PRELIMINARY
PARKING (85TH) LEVEL PLAN**

SCALE: 1/8" = 1'-0"

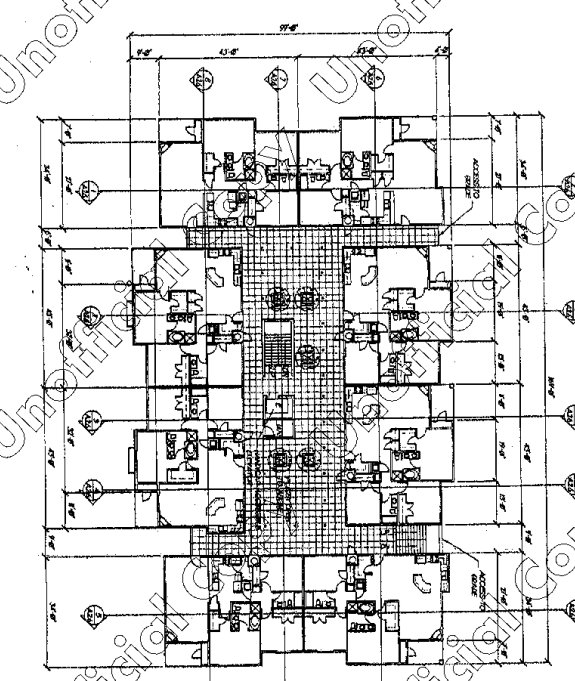
PARKING LEVEL AREA TOTALS
 @ THE 85TH LEVEL
 TOTAL 4,622 SF
 46 SPACES
 TOTAL 85TH LEVEL 4,622 SF



**BUILDING B - PRELIMINARY
PLAZA (2ND) LEVEL PLAN**

SCALE: 1/8" = 1'-0"

PLAZA LEVEL AREA TOTALS
 @ THE 2ND LEVEL
 TOTAL 4,622 SF
 46 SPACES
 TOTAL 2ND LEVEL 4,622 SF



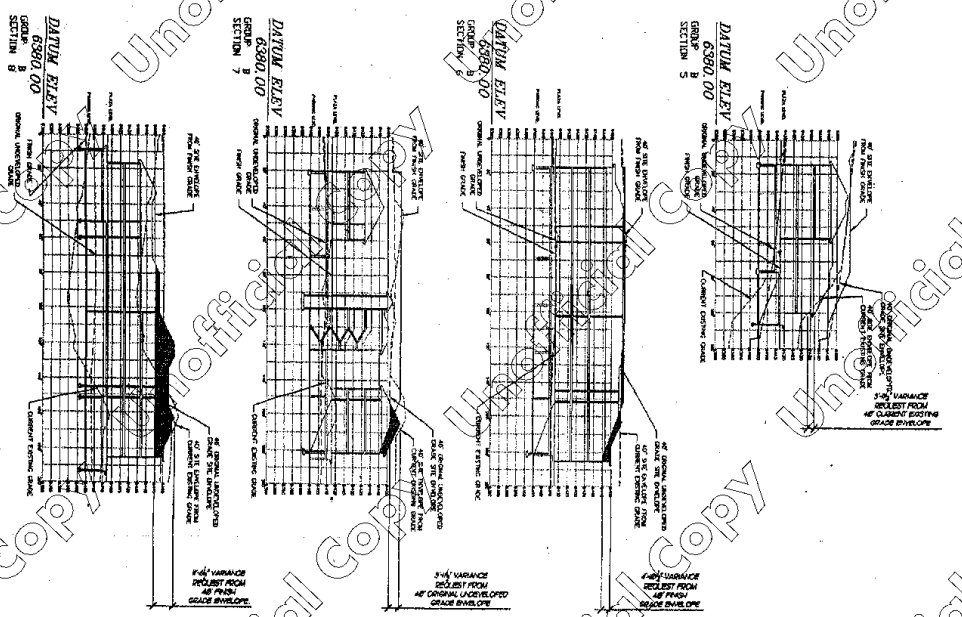
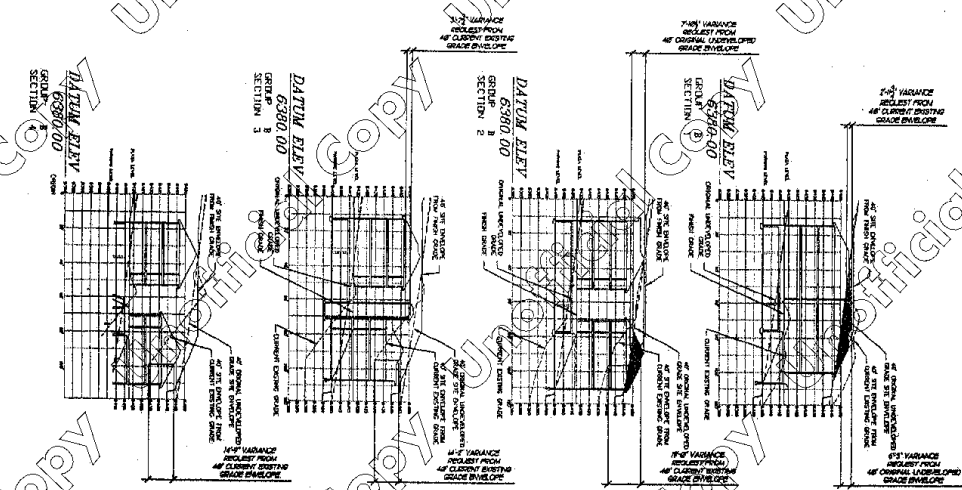
Date	Revisions	Project
11/22/04		BEAR HOLLOW LODGE CONDOMINIUMS
		BUILDING B FOR HAMLET DEVELOPMENT, INC. SUMMIT COUNTY, UTAH



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BUILDING B BUILDING SECTIONS

SCALE 1/8" = 1'-0"



THE SECTIONS SHOWN ARE FOR INFORMATION ONLY. THE SECTIONS ARE NOT TO BE USED FOR CONSTRUCTION. THE SECTIONS ARE NOT TO BE USED FOR PERMITS. THE SECTIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE SECTIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE SECTIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

NOTE: FINISH FLOORING TO BE SHOWN AS PER THE FINISHED FLOOR PLAN. FINISH FLOORING TO BE SHOWN AS PER THE FINISHED FLOOR PLAN. FINISH FLOORING TO BE SHOWN AS PER THE FINISHED FLOOR PLAN. FINISH FLOORING TO BE SHOWN AS PER THE FINISHED FLOOR PLAN. FINISH FLOORING TO BE SHOWN AS PER THE FINISHED FLOOR PLAN.

Date	Revisions	Project	Notes
11/29/04	A-2.6	BEAR HOLLOW LODGE CONDOMINIUMS BUILDING B FOR HAMLET DEVELOPMENT, INC. BEAR HOLLOW VILLAGE, SUMMIT COUNTY, UTAH	ALL RIGHTS RESERVED, JAMES B. GLASCOCK, ARCHITECT - COPYRIGHT No part of this drawing may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the architect.



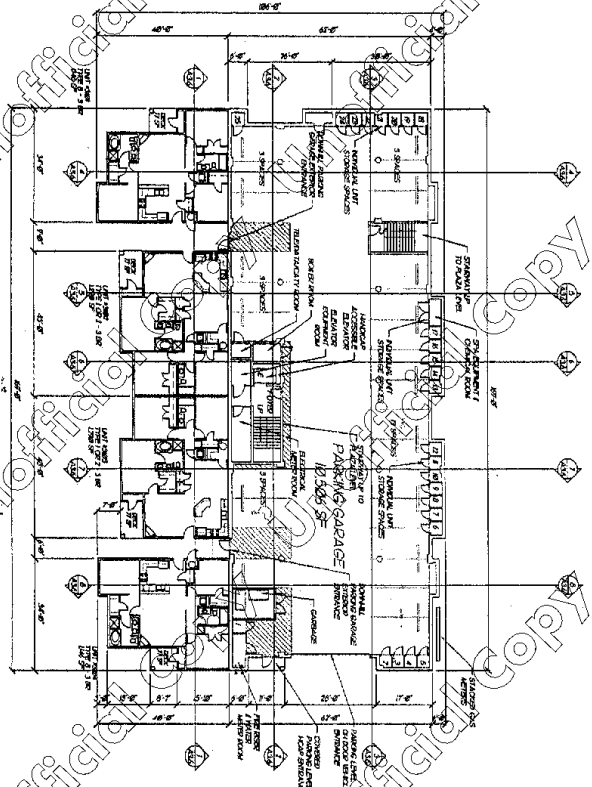
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**BUILDING C - PRELIMINARY
PARKING (1ST) LEVEL PLAN**

SCALE: 1/8" = 1'-0"

PARKING SPACES, 100% TOTALS

TYPE A UNITS	2200 SF
TYPE B UNITS	2200 SF
TYPE C UNITS	2200 SF
TYPE D UNITS	2200 SF
TYPE E UNITS	2200 SF
TYPE F UNITS	2200 SF
TYPE G UNITS	2200 SF
TYPE H UNITS	2200 SF
TYPE I UNITS	2200 SF
TYPE J UNITS	2200 SF
TYPE K UNITS	2200 SF
TYPE L UNITS	2200 SF
TYPE M UNITS	2200 SF
TYPE N UNITS	2200 SF
TYPE O UNITS	2200 SF
TYPE P UNITS	2200 SF
TYPE Q UNITS	2200 SF
TYPE R UNITS	2200 SF
TYPE S UNITS	2200 SF
TYPE T UNITS	2200 SF
TYPE U UNITS	2200 SF
TYPE V UNITS	2200 SF
TYPE W UNITS	2200 SF
TYPE X UNITS	2200 SF
TYPE Y UNITS	2200 SF
TYPE Z UNITS	2200 SF
TOTAL	2200 SF

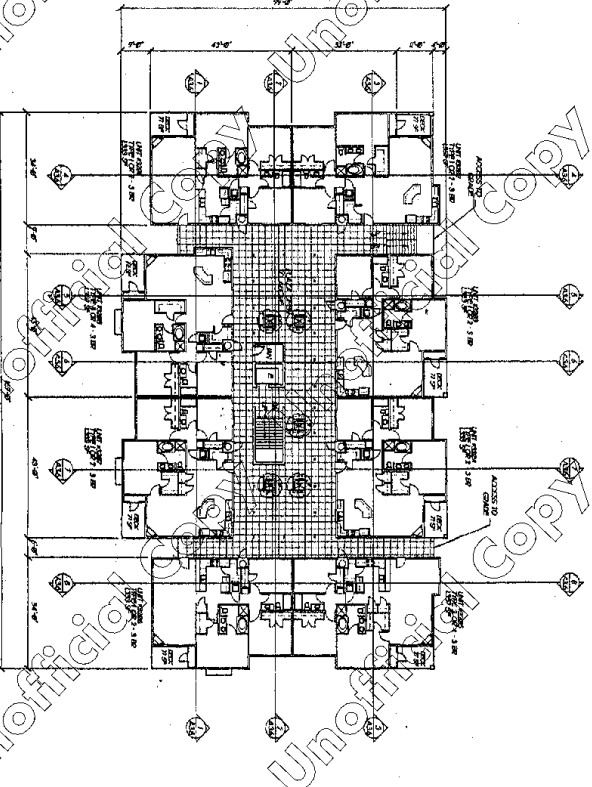



**BUILDING C - PRELIMINARY
PLAZA (2ND) LEVEL PLAN**

SCALE: 1/8" = 1'-0"

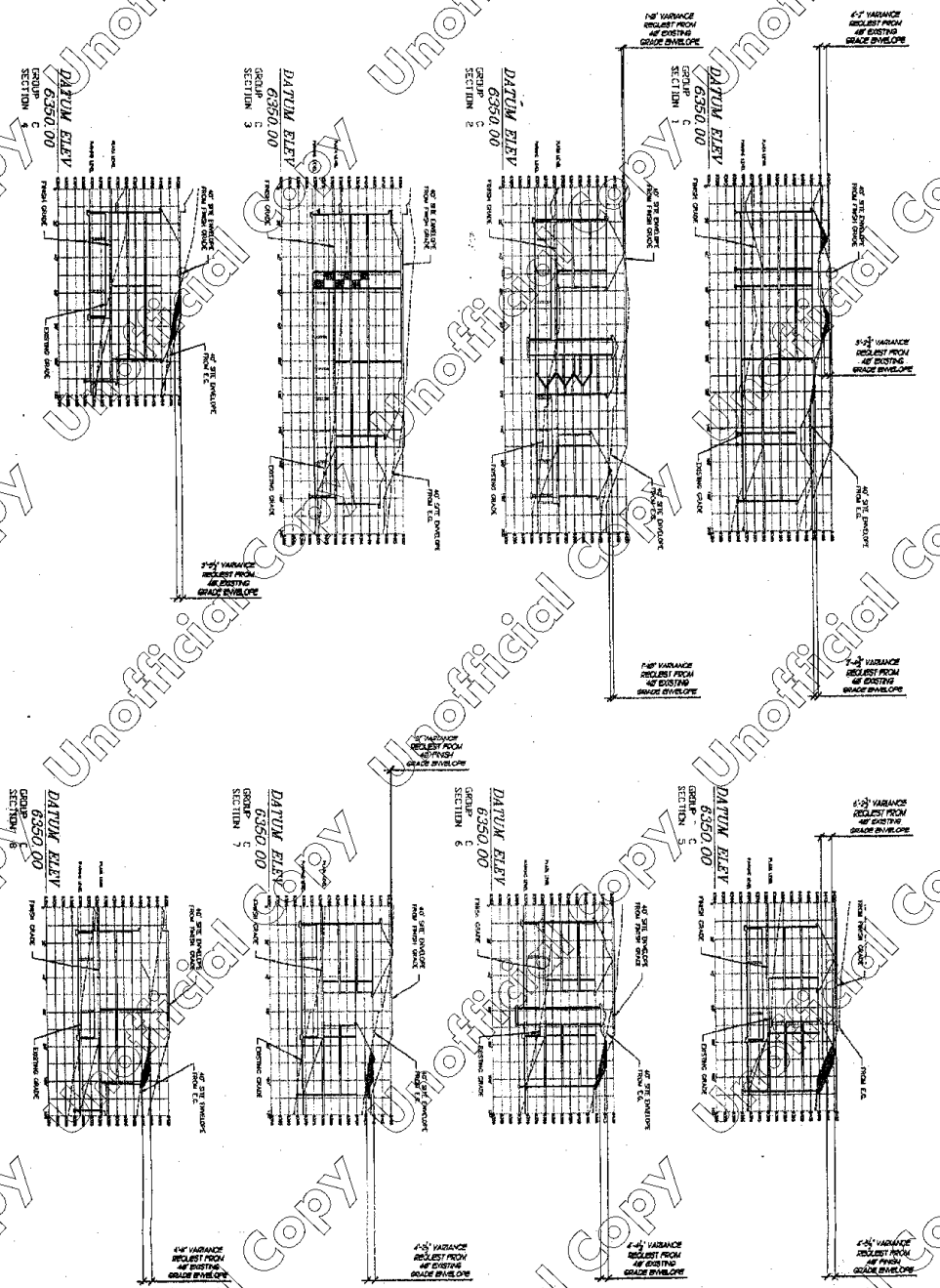
PARKING SPACES, 100% TOTALS

TYPE A UNITS	2200 SF
TYPE B UNITS	2200 SF
TYPE C UNITS	2200 SF
TYPE D UNITS	2200 SF
TYPE E UNITS	2200 SF
TYPE F UNITS	2200 SF
TYPE G UNITS	2200 SF
TYPE H UNITS	2200 SF
TYPE I UNITS	2200 SF
TYPE J UNITS	2200 SF
TYPE K UNITS	2200 SF
TYPE L UNITS	2200 SF
TYPE M UNITS	2200 SF
TYPE N UNITS	2200 SF
TYPE O UNITS	2200 SF
TYPE P UNITS	2200 SF
TYPE Q UNITS	2200 SF
TYPE R UNITS	2200 SF
TYPE S UNITS	2200 SF
TYPE T UNITS	2200 SF
TYPE U UNITS	2200 SF
TYPE V UNITS	2200 SF
TYPE W UNITS	2200 SF
TYPE X UNITS	2200 SF
TYPE Y UNITS	2200 SF
TYPE Z UNITS	2200 SF
TOTAL	2200 SF




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11/22/04	<table border="1"> <tr> <td>1</td> <td>11/22/04</td> <td>Issue for Review</td> </tr> <tr> <td>2</td> <td>11/22/04</td> <td>Issue for Review</td> </tr> <tr> <td>3</td> <td>11/22/04</td> <td>Issue for Review</td> </tr> </table>	1		11/22/04	Issue for Review	2	11/22/04	Issue for Review	3	11/22/04	Issue for Review
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<p>BEAR HOLLOW LODGE CONDOMINIUMS</p> <p>BUILDING C FOR HAMLET DEVELOPMENT, INC. SUMMIT COUNTY, UTAH</p>			 <p>James B. Glascock, Architect P.C. Architecture • Planning 4597 Rebecca Circle Salt Lake City, Utah 84117 801-272-5133 e-mail: glasco@mtcon.net</p>								
<p>A-3.0</p>											

BUILDING C - BUILDING SECTIONS

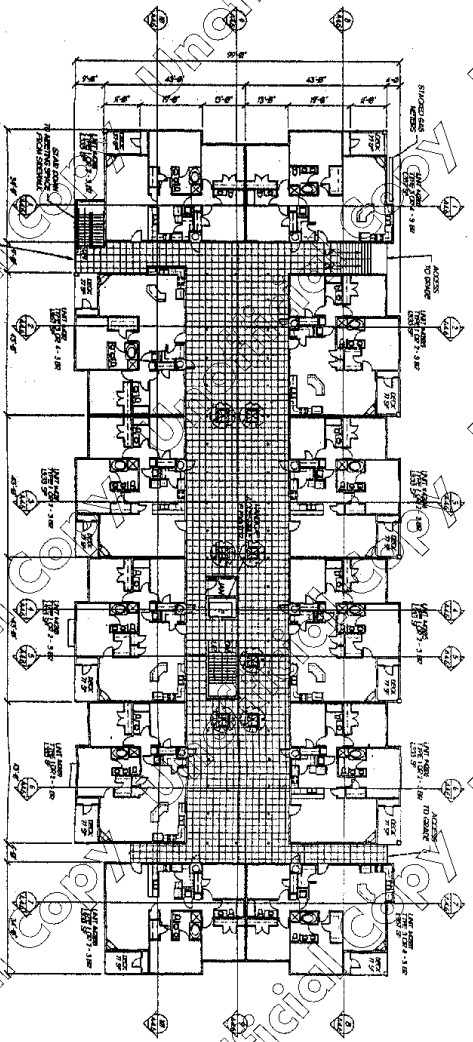


NOTE: FINISH GRADES THROUGHOUT THE ENTIRE PROJECT SHALL BE THE FINISH GRADES SHOWN ON THE PLANS UNLESS OTHERWISE NOTED. THE FINISH GRADES SHOWN ON THE PLANS SHALL BE THE FINISH GRADES TO BE MAINTAINED AT ALL TIMES. THE FINISH GRADES SHOWN ON THE PLANS SHALL BE THE FINISH GRADES TO BE MAINTAINED AT ALL TIMES. THE FINISH GRADES SHOWN ON THE PLANS SHALL BE THE FINISH GRADES TO BE MAINTAINED AT ALL TIMES.

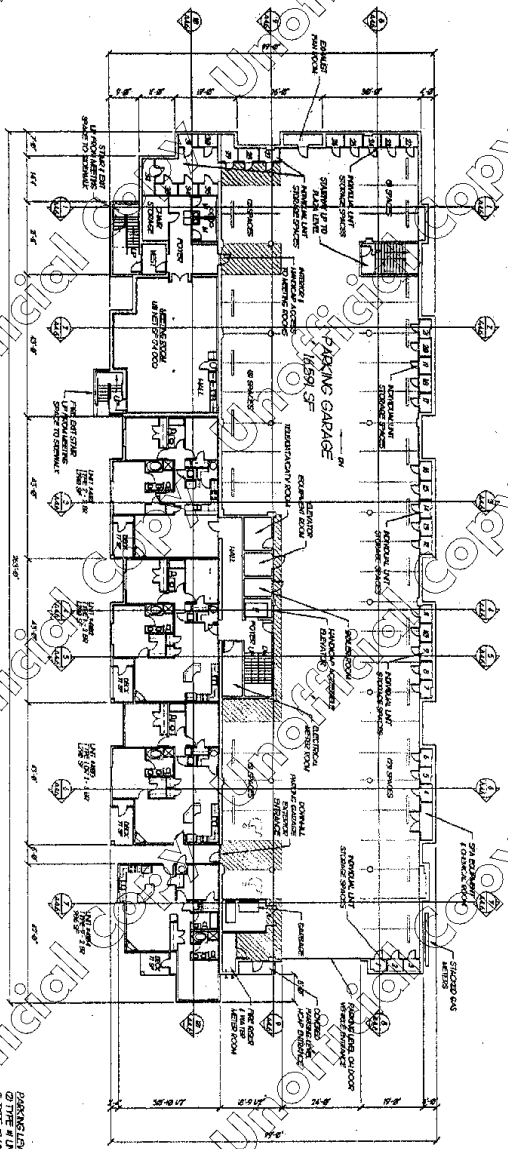
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A3 BEAR HOLLOW LODGE CONDOMINIUMS BUILDING C FOR HAMLET DEVELOPMENT, INC. BEAR HOLLOW VILLAGE, SUMMIT COUNTY, UTAH																		


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 Salt Lake City, Utah 84117
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BUILDING D - PRELIMINARY PLAZA (2ND) LEVEL PLAN
SCALE: 1/8" = 1'-0"



BUILDING D - PRELIMINARY PARKING (1ST) LEVEL PLAN
SCALE: 1/8" = 1'-0"



PARKING LEVEL (2ND) TOTALS

AREA	1,200 SF
8' TYPE 40 UNIT	1,200 SF
8' TYPE 40 UNIT	4,800 SF
TOTAL	6,000 SF

AREA'S
MEASUREMENTS
TAKEN AT THE LEVEL

PLAZA LEVEL TOTALS

AREA	23,417 SF
PLAZA LEVEL	13,929 SF
MEETING ROOMS	1,819 SF
OFFICE	8,669 SF
TOTAL	24,417 SF

TOTAL PARKING
STALLS/ACCESSIBLE SPACES

REVISIONS

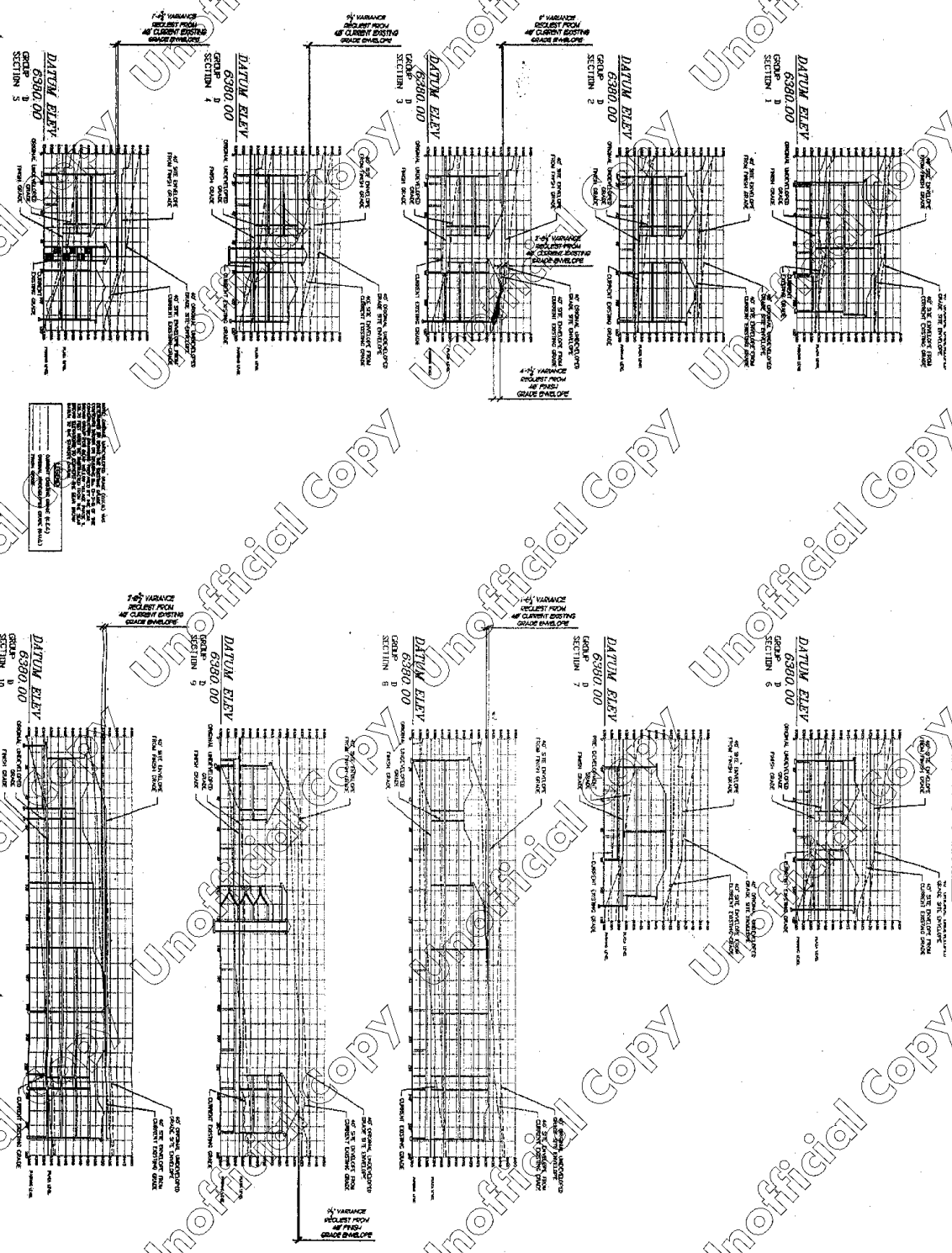
NO.	DATE	DESCRIPTION
1	02-01-12	ISSUED FOR PERMITTING

Date	Revisions	Project	Notes
11/22/04		02-012	ALL RIGHTS RESERVED, JAMES B. GLASCOCK, ARCHITECT - COPYRIGHT
A-4			BEAR HOLLOW LODGE CONDOMINIUMS BUILDING D FOR HAMILTON DEVELOPMENT, INC. SUMMIT COUNTY, UTAH



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BUILDING D - BUILDING SECTIONS



NOTE: FINISH GRADES INDICATED IN SECTION 10. FINISH GRADE IS THE FINISH GRADE ABOVE THE UNFINISHED FLOORING. FINISH GRADES SHALL BE THE FINISH GRADE OF THE FLOORING. FINISH GRADES SHALL BE THE FINISH GRADE OF THE FLOORING. FINISH GRADES SHALL BE THE FINISH GRADE OF THE FLOORING.

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10/26/04	<table border="1"> <tr><td>1</td><td>REVISED</td></tr> <tr><td>2</td><td>REVISED</td></tr> <tr><td>3</td><td>REVISED</td></tr> <tr><td>4</td><td>REVISED</td></tr> </table>	1		REVISED	2	REVISED	3	REVISED	4	REVISED
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2	REVISED									
3	REVISED									
4	REVISED									
A-4.0		James B. Glascock, Architect P.C. Architecture • Planning 2897 Rebecca Circle Salt Lake City, Utah 84117 801-272-5133 e-mail: glascock@mtcon.net								

ATTACHMENT 1

WHEN RECORDED RETURN TO:

SUMMIT COUNTY CLERK
SUMMIT COUNTY COURTHOUSE
60 NORTH MAIN STREET
COALVILLE, UT 84017

AFFORDABLE HOUSING
DEED RESTRICTION
FOR LODGE PARCEL AT BEAR HOLLOW VILLAGE

This Deed Restriction (the "Deed Restriction") is made and entered into as of the ___ day of _____ 2005 (the "Effective Date"), by Bear Hollow Village Restoration, LLC, a Utah limited liability company (hereinafter the "Developer"), and SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its Board of County Commissioners (hereinafter "the County"), on the basis of the following facts:

WITNESSETH:

WHEREAS, The Developer owns the real property currently known as the Lodge Parcel, or as Lots 401, 402, 403 and 404 in the Bear Hollow Village 2nd amendment plat, located at the Bear Hollow Village Specially Planned Area (the "Village SPA") as recorded on the official plat in the office of the Summit County recorder, which when combined with all the dwellings, improvements and fixtures associated therewith shall hereafter be referred to as the "Property".

WHEREAS, previously none of the units within the Lodge parcel or as Lots 401, 402, 403 and 404 in the Bear Hollow Village 2nd amendment plat within the Village SPA are required to be designated as affordable housing units.

WHEREAS, it has been determined that six affordable housing units previously designated for other portions of the Village SPA were to be designated as affordable housing units, but such units are not buildable for various reasons (the "Lost Units");

WHEREAS, Developer is prepared to designate eight units within Lodge Parcel of the Village SPA as affordable housing units to replace the six Lost Units and to create two new affordable housing units also within the Lodge Parcel (collectively the Lodge Parcel Affordable Housing Units), in light of the reconfiguration of the Lodge Parcel as a result of various wetlands and other related issues related to the development of Lodge Parcel, which eight affordable housing units are identified in Exhibit "A" hereto.

BK1757 PC0912

NOW, THEREFORE, in consideration of the covenants set forth herein, the Developer does hereby deed restrict the eight Lodge Parcel Affordable Housing Units identified in Exhibit "A" as follows:

1. DEED RESTRICTION, INITIAL SALES PRICE

The Developer shall offer the Lodge Parcel Affordable Housing Units as "Affordable Units" and further identified in Exhibit "A" hereto, for sale to the general public at a price as of January 19, 2005 not to exceed the following:

For the Lodge Parcel Affordable Housing Units, the initial sales price will not exceed \$194,700, this sales price resulting in a typical mortgage payment roughly equal to or less than 24% of monthly median income for Summit County as defined by the Department of Housing and Urban Development.

2. DEED RESTRICTION, MAXIMUM MONTHLY RENTS

The Developer and his successors in interest agree that any Lodge Parcel Affordable Housing Units within the Bear Hollow Specially Planned Area and offered for rent will have a maximum rental rate less than or equal to the reasonable cost of Homeowners Association dues, taxes, insurance and maintenance, plus an amount equal to:

For Lodge Parcel Affordable Housing Units, 24% of the median monthly income for Summit County as defined by the Utah Department of Housing and Urban Development or the actual monthly mortgage rate being paid by the owner, whichever is greater.

3. DEED RESTRICTION, MAXIMUM RESALE PRICE

Any Lodge Parcel Affordable Housing Units offered for sale or resale will have a maximum asking price not to exceed the original purchase price plus any costs for improvements, plus 3% of that amount per year, and continuing for as long as the Development Agreement for the Village SPA remains in effect.

4. PREFERENCES

Developer shall utilize reasonable efforts to give preference in initial sales and resales to persons employed within Summit County whenever possible, so long as giving such priority does not violate any applicable laws. In the event that Developer uses best efforts to sell or resell to a person employed within Summit County and no such person is available, Developer shall have the right to sell or resell to any other purchaser that is eligible under applicable laws.

5. TERM OF DEED RESTRICTION

The term of this Deed Restriction shall commence as of the date hereof and shall continue in full force and effect in perpetuity unless voided sooner by the unanimous agreement of the Developer and the County.

6. ENFORCEMENT

The Developer and the County have the right to monitor compliance with the terms of these Deed Restrictions and to exercise all remedies available at law and in equity to ensure compliance by the Developer and his successors in interest.

7. MORTGAGE PROTECTION

None of the parties shall take any action or exercise any remedies under this restrictions, at law, in equity or otherwise, without the consent of any holder of a secured obligation on the Unit in question, to the extent that such actions or remedies shall have a material adverse impact upon the security, equity position and/or other material rights of that secured obligation holder.

8. LIMITATIONS OF LIABILITY

- a. Discontinuance of Liability. Following the recording of a warranty deed conveying a unit to a purchaser, the transferor of that unit will have no further liability under this Agreement respecting that Unit.
- b. Severable Obligations and Liabilities. Different individuals and entities will eventually own many of the Units. The Owner of a particular Unit, and that Unit itself, shall not be liable for or encumbered by, the obligations or liabilities under this Agreement associated with any other Unit or Owner of any other Unit.

9. CHOICE OF LAW

This Deed Restriction shall be governed and construed in accordance with the Laws of the State of Utah.

10. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

- a. Recordation. Upon execution and delivery by the Developer and the County, this Deed Restriction shall be recorded and filed in the official public land deed records of Summit County, Utah, as part of the Development Agreement for Bear Hollow Village Specially Planned Area.
- b. Covenants Run with the Land. Developer intends, declares and covenants on behalf of itself, all future owners and operators of the property, that this Deed Restriction regulating and restricting the rents and transfers of the Property (1) shall be and are covenants running with the land and improvements, and encumbering the Property for the terms described above, binding upon the

Developer, its grantees, successors, and assigns and the grantees and successors and assigns of them or any of them (2) are not merely personal covenants of Developer or County, (3) shall bind the Developer (and the benefits shall inure to the County) and their respective successors and assigns, and (4) are intended to run with the land and improvements associated with the Property and be equitable servitude.

DEVELOPER:

Bear Hollow Village Restoration, LLC
a Utah limited liability company
By: Hamlet Homes Corporation,
a Utah Corporation, its managing member

By: _____
Michael M. Brodsky, Chairman

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ the _____ of Hamlet Homes Corporation, which is the managing member of Bear Hollow Restoration LLC.

Notary Public
Residing at: _____

My Commission Expires:

BK1757 PC0915

BY SUMMIT COUNTY:

The foregoing deed restrictions are hereby adopted and declared by Summit County.

SUMMIT COUNTY

By: _____

Print Name: _____

Title: _____

Approved as to Form:

_____, County Attorney

STATE OF UTAH

COUNTY OF SUMMIT

The foregoing instrument as acknowledged before me this _____ day of _____, 2005, by _____, Chairman of the Board of County Commissioners of Summit County, State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

BK1757 PC0916

Exhibit "A"

to
AFFORDABLE HOUSING
DEED RESTRICTION
FOR LODGE PARCEL AT BEAR HOLLOW VILLAGE

The following units within Lodge Parcel within the Village SPA are designated as "Affordable Units," and are subject to the Deed Restriction stated herein:

LODGE PARCEL

Six (6) relocated Units, 1103, 1205, 1305, 1402, 2102, 2208 are designated as Affordable Units to be subject to the Deed Restriction described in paragraphs 1, 2 and 3 of the Deed Restriction.

Two (2) new created Units 3102, 4204, are designated as Affordable Units to be subject to the Deed Restrictions described in paragraphs 1, 2 and 3 of the Deed Restriction.