AGENDA
COUNTY COUNCIL
Wednesday, February 25, 2026

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, February 25, 2026, electronically, via Zoom, and at the anchor location of the Summit County Courthouse, 60 N. Main Street, Coalville, UT 84017
(All times listed are general in nature, and are subject to change by the Board Chair)

To view Council meeting, live, visit the "Summit County, Utah" Facebook page.
OR
To participate in Council meeting: Join Zoom webinar: https://zoom.us/j/772302472
OR
To listen by phone only: Dial 1-301-715-8592, Webinar ID: 772 302 472

1:30 PM Closed Session - Litigation (20 min)

1:50 PM - Move to Council chambers (10 min)

2:00 PM - Pledge of Allegiance (5 min)

2:05 PM - Convene as the Board of Equalization

1. 2:05 PM - Discussion and possible approval of Board of Equalization recommendations; Chase Black (10 min)
   BOE Adjustments Staff Report 2026.02.25.pdf
   BOE Summary Staff Report.pdf

Dismiss as the Board of Equalization

2:15 PM Convene as the Governing Board of Mountain Regional Water Service District

1. Discussion and possible approval of Resolution No. MRW 2025-25 (Revised), a Resolution Annexing Certain Real Property to the Mountain Regional Water Special Service District (Parcel PP-87-8); Andy Garland (5 min)
   Redux - Council Memo_MRW Petition for Annexation.pdf
   MRW Annexation Resolution PP-87-8 Revised.pdf

Dismiss as the Governing Board of Mountain Regional Water Service District

2:20 PM Work Session

1. 2:20 PM - Discussion regarding Snyderville Basin Cemetery; Max Greenhalgh (30 min)
   SB Cemetery Proposed Site.pdf
   UOP Deed Restrictions.pdf
2. 2:50 PM - Legislative update/preview; Janna Young (45 min)
   StaffReport_2026LegSession_Week6.pdf
3. 3:35 PM - Notice of Violation status update regarding the Mimbach (a.k.a. Soil to Spoil) Conditional Use Permit ('CUP') for a Recycling Facility, Class II, and Nursery/Greenhouse

located at 7550 W. Lower Bowl Road, Parcel SS-70-11. Applicant/Business Owner: Kylee Mimbach. Property Owner: GT500KR LLC, Kristen Clayton as Registered Agent, represented by Kyle Reeder, Cannon Law Group; Scott Buchanan, Code Enforcement Officer, Amir Caus, Senior Planner; Helen Strachan, Deputy County Attorney (90 min)
Mimbach NOVCUP 60 Day Inspection Report, Final Consolidated.pdf

5:05 PM Consideration of Approval

1. 5:05 PM - Discussion and possible approval of Ordinance No. 1005, an Ordinance of the County Council of Summit County, Utah, Enacting Title 3, Chapter 3K to the Summit County Code, Emergency Services Sales Tax; Matt Leavitt (10 min)
   Ordinance No. 1005 Emergency Services Sales Tax.doc
2. 5:15 PM - Discussion and possible approval of a Memorandum of Agreement between Wasatch County, Jovid Mark II, LLC, Black Rock Estates Master Association, Inc., and Summit County, Concerning a Road Improvement in Unincorporated Eastern Summit County, Utah; Ryan Stack (30 min)
   Wakara Agreement [clean working copy 2-23-2026].docx
   Gun Club Road Exhibit 1.pdf
   Gun Club Road Exhibit 2.pdf
   EXHIBIT 3 - Black Rock CCRs [clean working copy 2-23-2026].docx
   Gun Club Road Exhibit 4.pdf
   Gun Club Road Exhibit 5.pdf
3. 5:45 PM - Approval of Council Minutes dated January 14, 28, and February 4, 2026 (5 min)
   SCC Draft MInutes 1-14-26.pdf
   SCC Draft Minutes 1-28-26.pdf
   SCC Draft Minutes 2-4-26.pdf
4. 5:50 PM - Council and Manager comments (10 min)

6:00 PM Public Input

Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email publiccomments@summitcountyutah.gov by 12:00 p.m. on Wednesday, February 25, 2026. If you wish to interact with Council, for public input, please appear in person, or use the “Raise Hand” button at the bottom of the chat window in Zoom.

6:00 PM Public Hearing

1. Continued public hearing and possible adoption of Resolution No. 2025-39, a Resolution of the County Council of Summit County, Utah Providing for the Creation of Resort Core Public Infrastructure District No. 1 as an Independent District; Authorizing and Approving a Governing Document; Appointing a Board of Trustees; Authorizing Other Document in Connection Therewith; and Related Matters. This public hearing is to allow for public input on (i) whether the requested service is needed in the area of the Proposed District, (ii) whether the service should be provided by the County or the Proposed District, and (iii) all other matters relating to the Proposed District. Resort Core Public Infrastructure District No. 1 is proposed to be created for the purpose of financing the construction of public infrastructure relating to Resort Core development, as permitted under the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; Samuel Elder and Laurel Simpson
   Governing Document - Resort Core PID No. 1.docx

Resolution 2026-07 - Resort Core PID No. 1.docx
Resort Core PID - Summit County Council Meeting 2.25.26_vF.pdf

Adjourn

STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor Office

DATE: February 25, 2026

RE: Board of Equalization (BOE) Stipulations & Exemption Recommendations

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Actions Requested by Board of Equalization (BOE)

See attached spreadsheet for parcels that have:

1) reached a stipulation and ready for final approval OR
2) been recommended for primary exemption approval.

A property with a "Significant Adjustment" is a valuation that differs from the original assessed value by at least 20% and $1,000,000. (UT Code 59-2-1004) There are no properties with significant adjustments in this report.

Action Requested – for the parcels detailed in this packet and as the Board of Equalization (BOE):

1) Approve and sign the stipulations AND
2) Accept the primary exemption recommendations for approval.

"Stip or Hearing Info" Column Key

- Date — indicates an appeal where a Zoom or in-person hearing has happened and the hearing officer has provided a decision
- Waived — indicates a hearing where the appellant waived their right to appearance, the hearing officer has reviewed the appeal file and has provided a decision
- Stipulation — indicates where the assessor and appellant have signed a stipulation agreement

Thank you for your time.

60 North Main • P.O. Box 128 • Coalville, UT 84017
Phone (435) 336-3254

2025 BOE Adjustments 02/25/2026

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Stip or Hearing Info	Result
1	0191902	MW-1-27	$ 1,341,287	$ 1,200,000	$ (141,287)	Stipulated	An appraisal compliant with USPAP Standards 1 and 2 was completed in response to the appeal. The Sales Comparison Approach was developed as the primary method for determining the opinion of value. The Cost Approach was deemed not credible due to the difficulty in accurately estimating depreciation, and the Income Approach was also excluded due to insufficient income data for comparable properties in the neighborhood. Additionally, most homes in the area similar to the subject are not typically purchased or utilized for their income-generating potential. In the Sales Comparison Approach, recent sales of similar properties were analyzed and placed into a sales grid. Adjustments were made to each comparable property to account for differences in characteristics such as: Living area size Condition and quality View amenities Garage capacity Other relevant features These adjustments were derived from market analysis and paired sales data. The resulting adjusted sale prices ranged from $1,072,400 to $1,483,200, with a median adjusted sale price of $1,172,400. A weighted average was applied to the adjusted values, giving greater weight to comparables requiring fewer adjustments. This analysis resulted in an opinion of value of $1,200,000 for the subject property. This value is the recommended change by the Assessor's Office to the Board of Equalization.
2	0269591	PP-2-A-1	$ 14,509,680	$ 14,509,680	$ -	Stipulated	The development rights for the subject parcels should have been classified under the FAA coding and taxed as such. The change has been made and the adjusted taxes will reflect this change.
3	0500596	DR-2-207	$ 1,140,035	$ 1,140,035	$ -		Primary Exemption Granted
				TOTAL	**$ (141,287)**		

SUMMIT COUNTY AUDITOR

STAFF REPORT

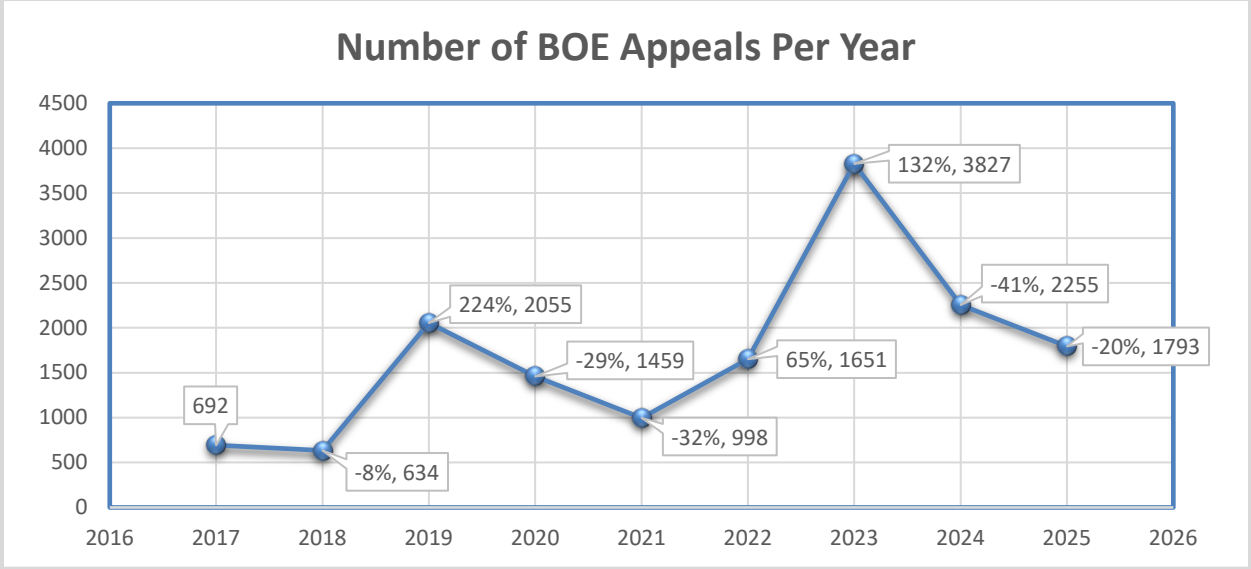
TO: Summit County Council

FROM: Summit County Auditor Office

DATE: February 25, 2026

RE: 2025 Board of Equalization Summary

The 2025 Board of Equalization (BOE) processed a total of **1,793 appeals**. The graph below compares 2025 appeal volume to the prior six BOE years and illustrates overall filing trends.



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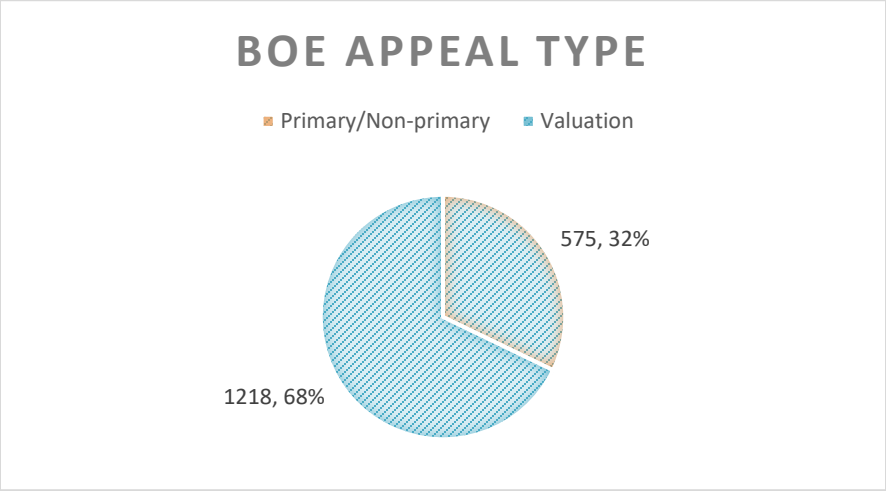
Phone (435) 336-3254

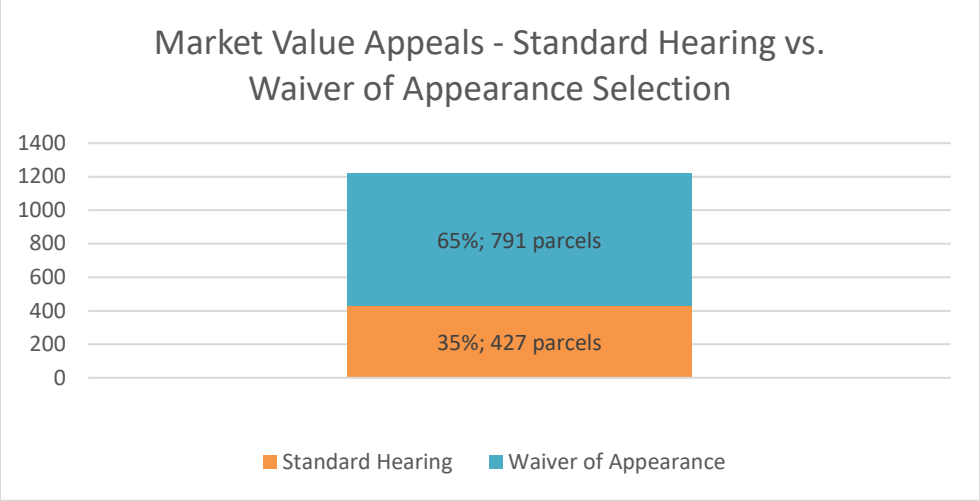
Property owner appeals, along with primary and non-primary residence changes, are processed as BOE appeals after the Assessor's Office completes its portion of the tax roll at the end of May each year. The proportional breakdown of 2025 BOE appeal types is shown in the following chart.



When filing a Request for Appeal, appellants selected one of two options:

A. A standard hearing (in-person or via Zoom), or
B. A waiver of their right to appear before the BOE, allowing a hearing officer to review the appeal and issue a decision.

The distribution of those selections is reflected in the accompanying graph.



2025 Process Changes and Operational Impact

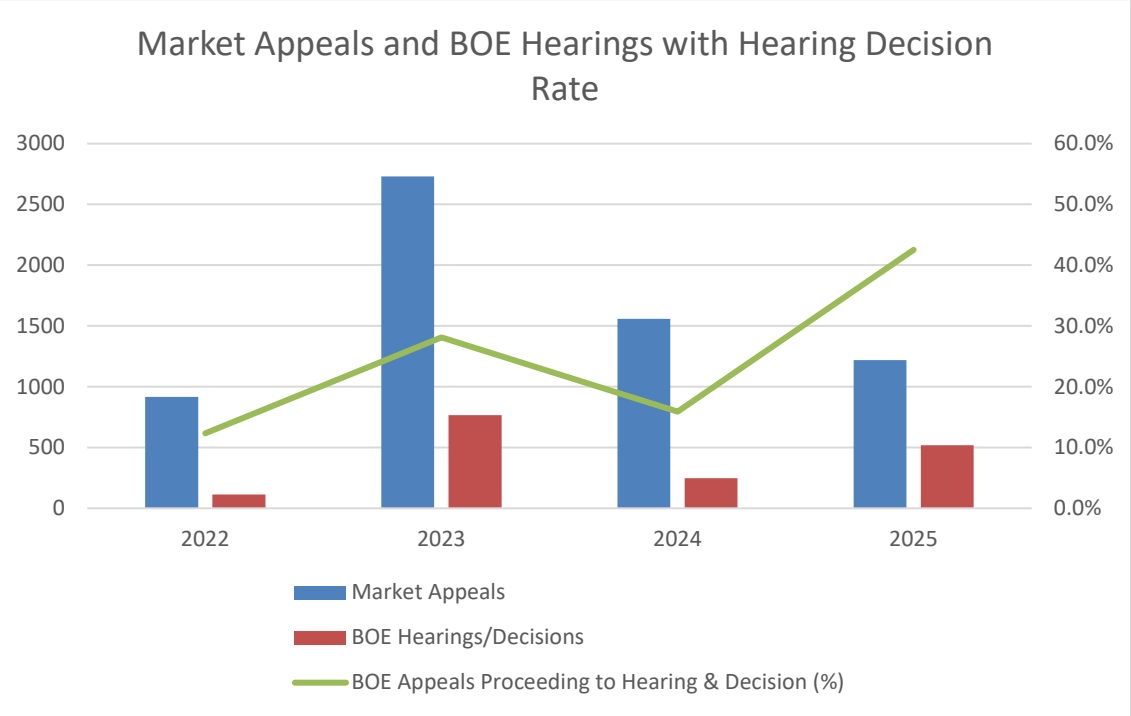
Prior to the 2025 BOE season, our office consulted with the State Tax Commission regarding a couple procedural matters. Based on those discussions and updated guidance issued by the state, we implemented several process improvements to ensure compliance and operational clarity. Key updates included:

- A new requirement that appellants select one of two options when filing a Request for Appeal:
    1. A standard hearing (in-person or via Zoom), or
    2. A waiver of their right to appear, allowing a hearing officer to review the appeal and issue a decision.
- Comprehensive revisions to BOE appeal forms, including:
    - Request for Appeal form
    - Intent to Dismiss notification
    - Assessor Recommendation forms
    - Assessor-Filed Appeal notification forms
    - Hearing Officer Decision cover letter
    - Stipulation agreement form
    - Late-Filed Appeal form
- Development of a formal process flowchart to clearly illustrate the updated BOE process.

As a result of these changes, the 2025 BOE differed from prior years in several key ways:

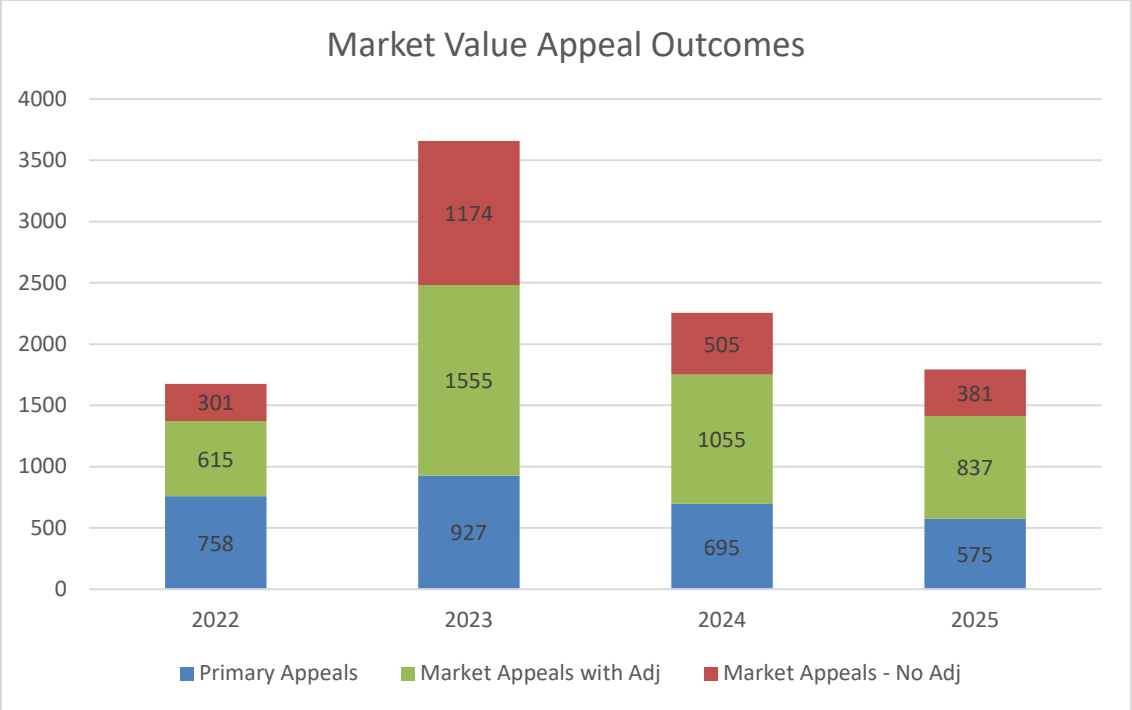
- More stipulation agreements were negotiated and presented.
- Hearing officer decisions increased significantly.
- Auditors and Assessors managed heavier workloads due to more hearings.
- Assessors completed more full appraisals in preparation for hearings.
- Hearing officers reviewed and drafted a higher volume of decisions.
- The BOE process concluded several months earlier than previous years.
- Late-filed appeals were reviewed locally for the first time.

Even when accounting for 2023 as an unusually high outlier year for appeals, the prior three-year average hearing decision rate was **19%**. In 2025, the hearing decision rate increased to **42.5%**, more than doubling the recent historical average. This increase reflects the updated procedures and the higher number of appeals reviewed by hearing officers, resulting in written decisions.



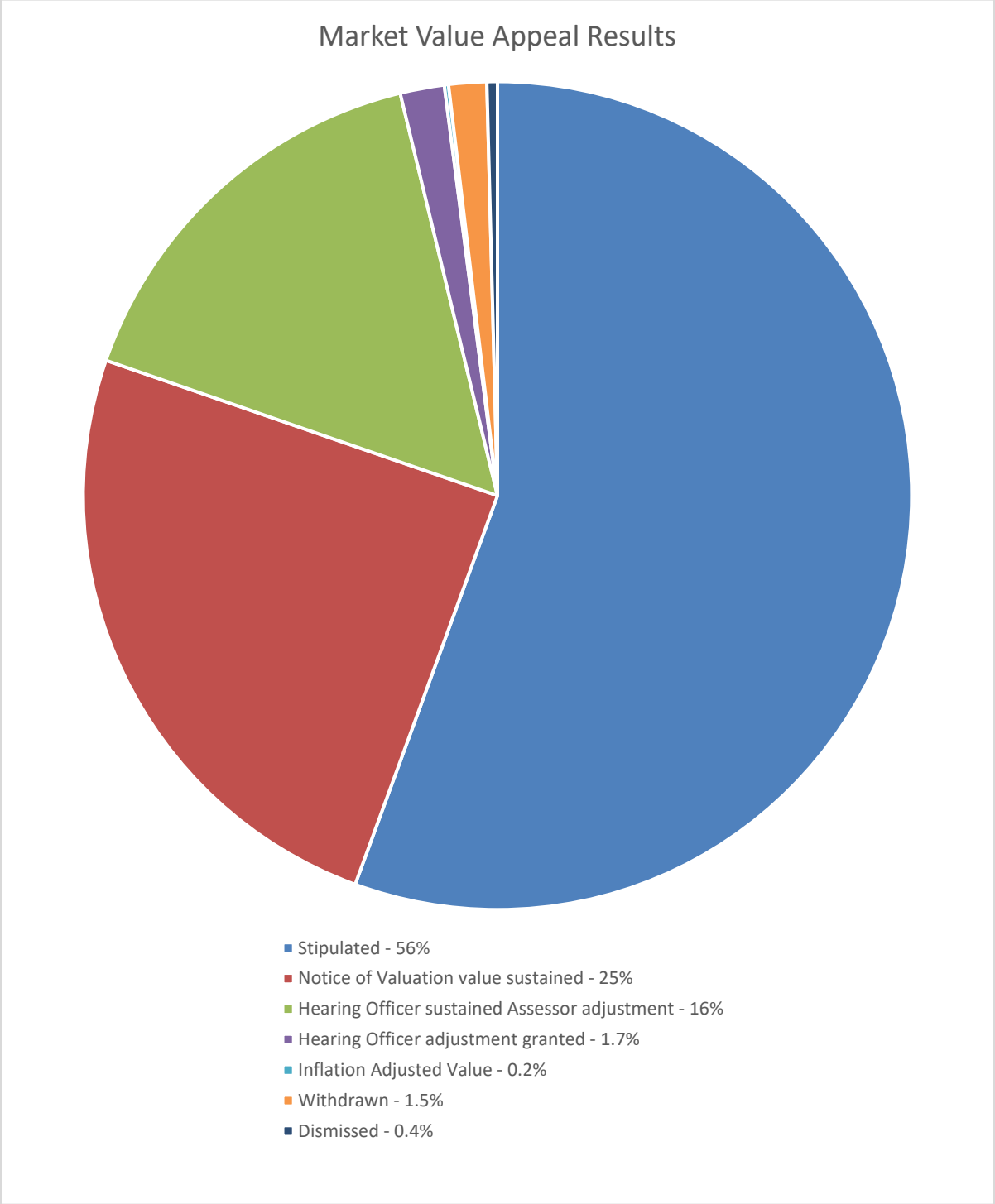
Market Value Appeal Outcomes

Of the **1,213 complete value appeals submitted**, **837 (68.7%)** resulted in a market value adjustment.



YEAR	MARKET APPEALS W/ADJ'S	MARKET APPEALS W/O ADJ'S
2022	67.1%	32.9%
2023	57.0%	43.0%
2024	67.6%	32.4%
2025	68.7%	31.3%
Average	65.1%	34.9%

The following graph provides a breakdown of how the 1,218 market value appeals were resolved.



Appeals processed in 2025 are also categorized by geographic area and property type in the following table. This includes both market value and primary exemption type appeals.

AREA/LOCATION	COMPLETE APPEAL FILINGS	LOCAL HEARINGS	STC HEARINGS
COMMERCIAL	*COMMERCIAL - 181* *TIMESHARES - 17* TOTAL - 198	*11* *1* 12	*6* *1* 7
SOUTH SUMMIT	175	43	1
NORTH SUMMIT	129	24	0
PARK CITY	301	91	14
SNYDERVILLE	542	129	12
CONDO	437	69	8
EXEMPT/AFFORDABLE	11	0	0
TOTAL	1,793	368	42

The District Abstract reports generated by TYLER show the following market and taxable value change totals for the 2025 BOE. The table is divided between June and December to reflect the Assessor's statutory tax roll close at the end of May. Once the roll is closed, any further market or taxable value adjustments must occur through the BOE process. Therefore, the change reflected between June and year-end represents value adjustments resulting from BOE actions. The abstract data also gives us this three-year comparison of county taxable value changes.

	Total Market Value	Total Taxable Value
06/02/2025	$ 70,103,126,199	$ 54,177,112,850
12/31/2025	$ 69,654,942,319	$ 53,325,323,484
Difference	**$ (448,183,880)**	**$ (851,789,366)**

2023 Taxable Value Increase from 2022	$	14,494,054,649	40.53%
2024 Taxable Value Increase from 2023	$	1,116,439,964	2.31%
2025 Taxable Value Increase from 2024	$	3,829,330,746	7.74%
2023 BOE Taxable Value Decrease	$	1,874,567,526	12.93%
2024 BOE Taxable Value Decrease	$	1,512,457,092	135.47%
2025 BOE Taxable Value Decrease	$	851,789,366	22.24%

Late-Filed Appeals

2025 marks the first year that late-filed appeals were reviewed and decided at the local level. As this is a new process, there is no historical comparison data available. To date, **20 late appeals** have been filed. Additional late appeals may still be submitted through the end of March.

Preparation for the 2026 BOE Season

In preparation for the 2026 BOE season, and in anticipation of new state requirements, our office is currently:

- Drafting formal BOE Administrative Rules for Council adoption in the coming months, to have in place for the 2026 BOE season.
- Developing an online appeal submission form to provide additional convenience and accessibility for property owners, while ensuring compliance with state requirements. Appeals will continue to be accepted via online submission, email, mail, or in-person delivery.

These measures formalize last year's improvements and make the BOE process more transparent, accessible, and consistent for property owners and staff.

There is no request for action from the Council at this time. This report is presented for informational purposes only. Thank you for your time and continued support of the BOE process.

To: Summit County Council

From: Andy Garland, General Manager

Date: February 10, 2026

Subject: Petition for Annexation of Parcel PP-87-8 - Redux

Summit County Council,

The Council previously approved this annexation in September of 2025. There was a miscommunication after the signatures were obtained and it never delivered to the Utah Lt. Governor's Office. The thirty day window has passed and a revised resolution needs to be completed for the process to be completed. This is a procedural request to sign the revised resolution with the current chair and a 2026 date, nothing else has changed.

The owner of **Parcel PP-87-8**, located on 400 West, north of Old Ranch Road, and as illustrated below, wishes to annex into the District. This parcel is zoned Rural Residential and has an existing structure. Several parcels to the south and east along 400 W have previously been annexed. The owners will have to install the necessary additional infrastructure in 400 W to the District standards for this parcel to connect to the system. This annexation does not create any substantial additional burden to the District.

The District recommends the Summit County Council approve the annexation of **Parcel PP-87-8** into the Mountain Regional Water Special Service District boundaries.

RESOLUTION NO. MRW 2025-25

A RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT
(Parcel PP-87-8)

WHEREAS, the Summit County Council of Summit County, Utah (the "Council"), established a local district designated as the Mountain Regional Water Special Service District (the "District"), to provide water services within its boundaries; and

WHEREAS, Utah Code Ann. §17D-1-401 provides that additional land from that specified in the resolution establishing a local district may be annexed to the District in conformance with the applicable procedures; and

WHEREAS, §17D-1-203 and §17D-1-401(2) provide that the Council, may be petitioned to annex an area into the District; and

WHEREAS, there have been numerous annexations into the District since its establishment in 2000; and

WHEREAS, **The Nathan and Elizabeth Wright Living Trust** has petitioned the Council to annex its land into the District (the "Petition"). In the Petition, **The Nathan and Elizabeth Wright Living Trust** represented that it is the sole owner of **Parcel PP-87-8;** and

WHEREAS, the Summit County Clerk has certified the Petition; and

WHEREAS, §17D-1-402 provides that the notice, hearing, and protest period do not apply if a petition for annexation of additional area is filed with the signatures of all of the owners of taxable real property;

WHEREAS, **The Nathan and Elizabeth Wright Living Trust** has signed the Petition for annexation.

NOW, ATHEREFORE, BE IT RESOLVED by the Summit County Council as follows:

Section 1. **FINDINGS.** The Council finds and determines that public health, convenience, and necessity requires that certain land situated in Summit County, State of Utah, being generally described as parcel **PP-87-8** located in Summit County, Utah (the "Property") be annexed into the District.

Section 2. **ANNEXATION.** The Property is hereby annexed into the boundaries of Mountain Regional Water Special Service District. The property annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Property shall be entitled, upon entering into a Water Service Agreement with the District, to receive the benefit of water services and facilities provided by the District, and shall be subject to the rights, powers and authority of the District, including, without limitation, the right, power and authority of the District to promulgate rules and regulations for the operation of the District, to levy ad valorem taxes on the Property, and to impose such fees and charges as shall be necessary to pay for all or part of the commodities, facilities and services to be provided by the District for the payment of the District's bonds and other obligations.

Section 3. **Direction.** All officers and employees of the District are hereby directed to take such action as shall be necessary and appropriate to effectuate the provisions of this Resolution and the intent expressed herein.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its approval and adoption by the Summit County Council.

APPROVED AND ADOPTED this _____ day of _____, 2026
SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

_____

Canice Harte
Chair

ATTEST:

_____

Evelyn Furse
County Clerk

APPROVED AS TO FORM:

_____
David L. Thomas
Chief Civil Deputy

Proposed Acreage	9.31 Acres
Phase 1 & 2 Acreage	4.16 Acres
Phase 1	
Traditional Burial	.78 Acres
Cremation Gardens	.45 Acres
Memorial Garden	.27 Acres
Phase 2	
Traditional Burial	.36 Acres
Cremation Gardens	.29 Acres
Total Phase 1 & 2	
Traditional Burial	1.14 Acres
Cremation Gardens	.74 Acres
Memorial Garden	.27 Acres
Total	2.15 Acres(52%)
Future Phases	5.15 Acres(2.68 Acres)

Snyderville Basin Cemetery District
UOP Alternate Memorial Park Site
Concept Plan

Summit County, Utah

DRAFT

July 30, 2025

Internments

Phase 1	
Traditional Burial	624 Sites
Cremation Gardens	540 Sites
Phase 2	
Traditional Burial	288 Sites
Cremation Gardens	348 Sites
Total Phase 1 & 2	
Traditional Burial	912 Sites
Cremation Gardens	888 Sites
Total	1800 Sites
Future Phases	2240 Sites
Future Phases	4040 Sites
Longevity	161 Years

EXHIBIT E-1
TO
PURCHASE AGREEMENT

Form of Kimball Junction Notice of Use Restrictions

WHEN RECORDED, RETURN TO:
DAVID L THOMAS
Summit County Attorney
60 N Main
Coalville, UT 84017

ENTRY NO. 00910221
11/04/2010 10:00:53 AM B: 2055 P: 0792
Agreement PAGE 1/10
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY SUMMIT COUNTY ATTORNEY

DECLARATION AND NOTICE OF USE RESTRICTIONS
(Kimball Junction)

This DECLARATION AND NOTICE OF USE RESTRICTIONS (this "Declaration and Notice"), dated as of the 5th day of November, 2008 (the "Effective Date"), is entered into and made by SUMMIT COUNTY, a body corporate and politic of the State of Utah, whose address is 60 N. Main St., P.O. Box 128, Coalville, Utah 84017, PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah, whose address is _____ (collectively "Declarant").

RECITALS

A. Declarant is the owner of certain parcels of real property located in Summit County, Utah, as more particularly described in attached Exhibit "A" (the "Property").

B. Boyer Snyderville Junction, L.C., a Utah limited liability company ("Boyer"), owns certain other parcels of real property located adjacent to the Property in Summit County, Utah, as more particularly described in attached Exhibit "B" (the "Benefited Property").

C. As and to the extent specified herein, Declarant desires that the Property shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the restrictions, rights, conditions, and covenants set forth in this Declaration and Notice, for the benefit of the owner of any undeveloped portion of the Benefited Property and, at such time as no undeveloped portions of the Benefited Property remain, thereafter for the benefit of Boyer.

D. This Declaration and Notice is made for and in consideration of, pursuant to, and in furtherance of the terms and conditions of that certain Purchase Agreement by and between Boyer and Declarant, dated as of November 5, 2008 (the "Agreement").

TERMS

NOW, THEREFORE, for and in consideration of the covenants and promises set forth in the Agreement and this Declaration, together with the mutual benefits to be derived herefrom and therefrom, Declarant hereby covenants and declares that the Property, and every part or interest therein, is now held and shall hereafter be held, conveyed, encumbered, leased, used, occupied and improved subject to the restrictions, rights, conditions and covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, the Property, and every part or interest therein, and shall apply to every owner and occupant thereof, and their successors and assigns, with the effect that all restrictions, rights, conditions and covenants in this Declaration shall run with and burden the Property and shall be binding on the Property and all other persons having or acquiring any interest in the Property, for the benefit of the Benefited Property and other persons having or acquiring any interest in the Benefited Property.

1. Declarant desires to maintain and preserve the Property as open space and to restrict the use of the Property to recreational and other uses that are consistent with its preservation as open space. In that connection, the following uses of the Property and/or activities upon the Property are expressly prohibited in perpetuity (collectively, the "Use Restrictions"):

(a) Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than one (1) separately owned parcels of real property;

(b) Construction or location of any structure or other improvement on the Property except for structures or improvements that are reasonably consistent with the use of the Property as open space or a portion thereof as a public cemetery, including grave monuments, plot map kiosks, observation blinds and towers, trails, cattle guards or other fencing as may reasonably be required to preserve the Property in its present condition;

(c) Exploration and drilling for and extraction of oil and gas from any site on the Property;

(d) Dumping or storing of ashes, trash, garbage or junk on the Property;

(e) Quarrying, mining, excavation, depositing on extraction of sand, gravel, soil and rocks and/or, without limitation, any mineral or similar materials from the Property;

(f) Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substance or material, pollutant or debris in, on or under the Property or into the surface or groundwater on or under the Property;

(g) Burning of any materials on the Property;

(h) The use of vehicles, including snowmobiles and other recreational vehicles, except the use of vehicles is permitted to the extent necessary to maintain the Property, and to maintain and construct utility lines running through the Property;

(i) Hunting or trapping for any purpose other than predatory, scientific research or problem animal control on the Property;

(j) Establishment or maintenance of any livestock feedlots on the Property;

(k) Any industrial use of the Property not expressly permitted;

(l) The placement or maintenance of commercial signs, billboards or any other outdoor advertising of any kind or nature on the Property except for signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property and signs of an informational or educational nature relating to the Property or the Utah Olympic Park and the preservation of the Property as open space;

(m) All other uses and practices inconsistent with and significantly detrimental to the preservation of the Property as open space.

2. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the preservation of the Property as open space and are hereby expressly permitted, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose of the Use Restrictions and that each such use or practice shall neither significantly impair the public's view of and over the Property nor, in general, result in significant injury to or the destruction of the open space conservation value of the Property:

(a) To plant and maintain native trees and bushes and grasses to protect, preserve and enhance the aesthetic and open space values of the Property;

(b) To hunt or trap animals and to control predatory or problem animals by the use of selective control measures and techniques;

(c) To remove such trees and other flora as are reasonably determined to be hazardous to the uses and practices herein reserved;

(d) To build, maintain and repair observation blinds and towers, trails, cattle guards or other fencing reasonably appropriate for wildlife and agricultural protection purposes, for the protection of natural and planted vegetation, observation blinds and towers, trails, cattle guards or other fencing as may reasonably be required to preserve the Property in its present condition;

(e) To engage in grazing and other agricultural activities;

(f) To use the Property for educational and recreational purposes consistent with the preservation of the Property as Open Space;

(g) To use the Property for commercial or noncommercial photography consistent with the preservation of the Property as open space;

(h) To construct, use and maintain natural and man-made ponds, including ponds used for the storage of treated effluent to the extent authorized or required by applicable governmental entities;

(i) To construct and maintain utility lines running through the Property, and the incidental use of vehicles required to maintain the Property and such utility lines;

(j) To install signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property and signs of an informational or educational nature relating to the Property and the preservation of the Property as open space; and

(k) To use a portion of the Property as a public cemetery.

(l) To construct public roads, including the connector road from the Landmark Roundabout to Olympic Parkway.

(m) To construct athlete support services for the Utah Olympic Park on no more than three (3) acres contiguous to the Kimball Junction Parcel and adjacent to the UOP property.

3. With the agreement and understanding that, in the event the Use Restrictions shall, in any respect, as reasonably determined by the owner of the Benefited Property, fail to be performed or complied with, the owner of the Benefited Property may not have an adequate remedy at law for the breach or threatened breach thereof, the owner of the Benefited Property may (a) take or cause to be taken such actions as may be necessary or appropriate to satisfy any such covenants, agreements, conditions, and/or obligations, and/or (b) file a suit in equity to enjoin the breach or threatened breach of the Use Restrictions, as the case may be, and/or for specific performance thereof.

4. This Declaration shall continue in full force for a period of 100 years from the Effective Date (the "Term"). Within the last year of the Term, the owner of the Benefited Property shall review the Use Restrictions and, in such owner's sole discretion, determine whether and for how long the Use Restrictions, in whole or in part, shall remain in effect. Unless the owner of the Benefited Property determines otherwise, as evidenced by an instrument recorded in the official real estate records of Summit County, Utah within the last year of the Term, then the Term shall extend for another 100 years.

5. This Declaration may be amended only by duly recording an instrument executed and acknowledged by the owner of the Benefited Property and the owner(s) of the Property.

6. All restrictions, rights, conditions and covenants in this Declaration shall run with and bind the Property as covenants running with the land and shall inure with and burden the Property and shall be binding on the Property and any persons having or acquiring any interest in the Property, for the benefit of the Property and other persons having or acquiring any interest in the Property. Further, this Declaration and the restrictions created hereby shall inure to and be binding upon all occupants, tenants, licensees and invitees of the Property, and upon any person acquiring the Property, or any part thereof or any interest therein, whether voluntarily, involuntarily, by operation of law or otherwise. The owner(s) of the Property, including, without limitation, any owner or lien holder, who acquires any interest in the Property, by foreclosure, trustee's sale or otherwise, shall be liable for all obligations arising under this Declaration with respect to the Property after the date of sale and conveyance of title.

7. In the event of any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

8. Failure to enforce any provision of this Declaration does not waive the right to enforce that provision, or any other provision of this Declaration.

9. All notices given pursuant to this Declaration shall be in writing and shall be given by personal service (receipted), by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested.

10. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

11. The Use Restrictions specified herein shall be subject to no prior liens, restrictions or encumbrances, except general real property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Property, the lien or indebtedness evidenced by any such liens shall be subordinate to the Use Restrictions specified herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration and Notice to be executed as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Notice this 5th day of November, 2008.

COUNTY

SUMMIT COUNTY, a body corporate and politic of the State of Utah

By: THE BOARD OF COUNTY COMMISSIONERS

By: Kenneth E. Woolstenhulme
Ken Woolstenhulme
Chairman

EXECUTED: 5 November, 2008.

ATTEST:

Kent Jones
County Clerk

APPROVED AS TO FORM:

David L. Thomas
Chief Civil Deputy Summit County Attorney

CITY

[INSERT SIGNATURE BLOCK FOR CITY]

[acknowledgments on following pages]

STATE OF UTAH)
:ss
COUNTY OF Summit)

On this 5 day of November, 2003, personally appeared before me Kent Woolstenhulme, known or satisfactorily proved to me to be the Clerk of SUMMIT COUNTY, who acknowledged to me that he signed the foregoing instrument in that capacity.

Notary Public for Utah

NOTARY PUBLIC
MOLLY J. ORGILL
60 North Main Street
Coalville, Utah 84017
My Commission Expires
December 14, 2011
STATE OF UTAH

STATE OF UTAH)
:ss
COUNTY OF _____)

On this ____ day of _____, 20__, personally appeared before me _____, known or satisfactorily proved to me to be the _____ of PARK CITY MUNICIPAL CORPORATION, who acknowledged to me that he signed the foregoing instrument in that capacity.

Notary Public for Utah

Unofficial Copy

Kimball Junction

SUMMIT COUNTY/PARK CITY PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLYMPIC PARK ROAD SAID POINT BEING SOUTH 00°01'25" EAST ALONG THE SECTION LINE 1957.97 FEET AND EAST 575.59 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID WESTERLY AND NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (6) COURSES: (1) NORTH 00°08'36" EAST 106.00 FEET, (2) NORTH 45°11'17" EAST 42.39 FEET, (3) SOUTH 89°46'02" EAST 80.00 FEET, (4) SOUTH 44°48'43" EAST 42.46 FEET, (5) SOUTH 89°44'53" EAST 497.12 FEET, (6) NORTH 45°13'13" EAST 20.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 248 (SR-224 PROJECT NO. 060(2)); THENCE SOUTH 00°30'50" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 2133.20 FEET TO AN OLD WIRE FENCE; THENCE ALONG SAID FENCE MARKING THE NORTH AND WEST LINE OF A RIGHT OF WAY FOR THE CANYON RIM STAKE PROPERTY THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°20'35" WEST 1207.99 FEET, (2) SOUTH 89°58'35" WEST 72.08 FEET, (3) SOUTH 01°03'57" EAST 774.21 FEET TO THE NORTHEAST CORNER OF THE UTAH POWER & LIGHT COMPANY PROPERTY RECORDED AS ENTRY NO. 126105, BOOK M64, PAGE 461 IN THE SUMMIT COUNTY RECORDERS OFFICE); THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°29'26" WEST 200.00 FEET, (2) SOUTH 01°03'57" EAST 200.00 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS RECORDED AS ENTRY NO. 116238, BOOK M39, PAGE 246 OF OFFICIAL RECORDS; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°29'26" WEST 534.54 FEET, (2) SOUTH 01°28'48" WEST 404.12 FEET ALONG A FENCE TO THE SOUTH SECTION LINE OF SAID SECTION 24; THENCE NORTH 89°47'53" WEST ALONG SAID SECTION LINE 850.52 FEET TO THE SOUTHEAST CORNER OF A DEED RECORDED AS ENTRY NO. 512203, BOOK 1163 PAGE 372 OF OFFICIAL RECORDS; THENCE NORTH 00°02'24" EAST 100.00 FEET ALONG THE EAST LINE OF SAID DEED; THENCE NORTH 89°47'53" WEST 1306.80 FEET ALONG THE NORTH LINE OF SAID DEED; THENCE SOUTH 00°02'24" WEST 100.00 FEET ALONG THE WEST LINE OF SAID DEED TO SAID SOUTH SECTION LINE; THENCE NORTH 89°47'53" WEST ALONG SAID SECTION LINE 913.89 FEET; THENCE NORTH 12°41'00" EAST 1152.57 FEET; THENCE NORTH 36°25'13" EAST 613.04 FEET; THENCE NORTH 00°18'16" WEST 1469.81 FEET; THENCE NORTH 29°58'39" EAST 2003.20 FEET; THENCE SOUTH 60°01'21" EAST 148.57 FEET; THENCE SOUTH 29°36'00" WEST 56.16 FEET; THENCE SOUTH 30°00'00" WEST 374.54 FEET; THENCE SOUTH 48°17'46" EAST 190.47 FEET; THNCE SOUTH 80°54'09" EAST 242.51 FEET; THENCE SOUTH 30°15'24" EAST 1013.17 FEET; THENCE SOUTH 28°37'26" EAST 11.22 FEET; THENCE NORTH 70°10'43" EAST 637.34 FEET; THENCE NORTH 78°30'42" EAST 53.09 FEET; THENCE NORTH 86°54'09" EAST 232.89 FEET; THENCE SOUTH 86°19'15" EAST 220.66 FEET; THENCE SOUTH 82°37'29" EAST 233.26 FEET; THENCE SOUTH 69°36'38" EAST 454.93 FEET; THENCE EAST 261.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE FOR AN ACCESS ROAD KNOWN AS PROJECT NO. STP-2589 (1)0, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST AND SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAID CONNECTION ROAD AT A POINT 20.656 METERS NORTHERLY MEASURED AT RIGHT ANGLES FROM CENTERLINE STATION 5+210.064, SAID POINT BEING NORTH 1064.879 METERS AND EAST 373.855 METERS FROM THE SOUTHEAST CORNER OF SECTION 24; THENCE SOUTH 00°30'50" WEST, A DISTANCE OF 41.365 METERS; THENCE NORTH 45°14'49" WEST, A DISTANCE OF 6.315 METERS; THENCE NORTH 89°43'08" WEST, A DISTANCE OF

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151.315 METERS; THENCE SOUTH 45°11'17" WEST, A DISTANCE OF 12.922 METERS; THENCE SOUTH 00°08'36" WEST, A DISTANCE OF 215.141 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.192 METERS, THROUGH A CENTRAL ANGLE OF 74°08'25", A DISTANCE 132.236, METERS (CHORD BEARS SOUTH 37°04'12" WEST 123.201 METERS); THENCE SOUTH 74°08'25" WEST, A DISTANCE 261.062 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 337.808 METERS, THROUGH A CENTRAL ANGLE OF 100°09'42", A DISTANCE OF 178.647 METERS (CHORD BEARS SOUTH 59°33'51" WEST, 156.752 METERS); THENCE NORTH 70°21'18" WEST, A DISTANCE OF 103.275 METERS; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 212.192 METERS, THROUGH A CENTRAL ANGLE OF 11°33'48", A DISTANCE OF 42.824 METERS (CHORD BEARS NORTH 64°34'24" WEST, 42.752 METERS); THENCE NORTH 58°47'30" WEST, A DISTANCE OF 214.942 METERS; THENCE NORTHWESTERLY AND NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 48.768 METERS, THROUGH A CENTRAL ANGLE OF 126°17'13", A DISTANCE OF 107.491 METERS (CHORD BEARS NORTH 04°21'06" EAST, 87.016 METERS); THENCE NORTH 67°29'43" EAST, A DISTANCE OF 37.784 METERS; THENCE NORTHEASTERLY AND NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 30.480 METERS, THROUGH A CENTRAL ANGLE 157°21'22", A DISTANCE OF 83.708 METERS (CHORD BEARS 11°10'52" WEST, 59.774 METERS); THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 24.384 METERS, THROUGH A CENTRAL ANGLE OF 33°09'38", A DISTANCE OF 14.113 METERS (CHORD BEARS SOUTH 73°33'43" WEST, 13.916 METERS); THENCE SOUTH 56°58'54" WEST, A DISTANCE OF 73.638 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 77.808 METERS, THROUGH A CENTRAL ANGLE OF 34°00'36", A DISTANCE OF 46.276 METERS (CHORD BEARS SOUTH 39°56'36" WEST, 45.597 METERS); THENCE SOUTH 22°54'18" WEST, A DISTANCE OF 65.9177 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING RADIUS OF 77.808 METERS, THROUGH A CENTRAL ANGLE OF 22°33'30", A DISTANCE OF 30.634 METERS (CHORD BEARS SOUTH 11°37'33" WEST, 30.437 METERS); THENCE SOUTH 00°20'48" WEST, A DISTANCE OF 66.450 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.192 METERS, THROUGH A CENTRAL ANGLE OF 40°02'35", A DISTANCE OF 71.420 METERS (CHORD BEARS SOUTH 20°22'06" WEST, 69.976 METERS); THENCE SOUTH 40°23'23" WEST, A DISTANCE OF 43.689 METERS; THENCE SOUTHWESTERLY, ON CURVE TO THE LEFT, HAVING A RADIUS OF 292.602 METERS, THROUGH A CENTRAL ANGLE OF 08°00'51", A DISTANCE OF 40.928 METERS (CHORD BEARS SOUTH 36°22'58" WEST, 40.895 METERS); THENCE SOUTH 32°22'32" WEST, A DISTANCE OF 11.594 METERS; THENCE NORTH 89°47'54" WEST, A DISTANCE OF 68.926 METERS; THENCE NORTH 60°49'56" EAST, A DISTANCE OF 68.134 METERS; THENCE NORTH 40°23'22" EAST, A DISTANCE OF 76.601 METERS; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 77.808 METERS, THROUGH A CENTRAL ANGLE OF 40°02'35", A DISTANCE OF 54.379 METERS (CHORD BEARS NORTH 20°22'06" EAST, 53.279 METERS); THENCE NORTH 00°20'48" EAST, A DISTANCE OF 66.450 METERS; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.92 METERS, THROUGH A CENTRAL ANGLE OF 22°33'30", A DISTANCE OF 40.235 METERS (CHORD BEARS NORTH 11°37'33" EAST, 39.975 METERS); THENCE NORTH 22°54'18" EAST, A DISTANCE OF 65.918 METERS, THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.192 METERS, THROUGH A CENTRAL ANGLE OF 34°04'36", A DISTANCE OF 60.779 METERS (CHORD BEARS NORTH 39°56'36" EAST, 59.887 METERS); THENCE NORTH 56°58'54' EAST, A DISTANCE OF 76.638 METERS; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 48.768 METERS, THROUGH A CENTRAL ANGLE OF 33°09'38", A DISTANCE OF 28.225 METERS (CHORD BEARS NORTH 73°33'43" EAST, 27.833 METERS); THENCE SOUTHEASTERLY AND SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.864 METERS, THROUGH A CENTRAL ANGLE 157°21'11", A DISTANCE OF 150.675 METERS (CHORD BEARS SOUTH 11°10'52" EAST, 107.592 METERS); THENCE SOUTH 67°29'43" WEST, A DISTANCE OF 37.784 METERS; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 24.384 METERS, THROUGH A CENTRAL ANGLE OF 126°17'13", A DISTANCE OF 53.746 METERS (CHORD BEARS SOUTH 04°21'06" WEST, 43.508 METERS);

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THENCE SOUTH 58°47'30" EAST. A DISTANCE OF 214.942 METERS; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 187.808 METERS, THROUGH A CENTRAL ANGLE OF 11°33'48", A DISTANCE OF 37.903 METERS (CHORD BEARS SOUTH 64°34'24" EAST, 37.839 METERS); THENCE SOUTH 70°21'18" EAST, A DISTANCE OF 103.275 METERS, THENCE SOUTHEASTERLY AND NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 77.805 METERS, THROUGH A CENTRAL ANGLE OF 100°09'42", A DISTANCE OF 136.020 METERS (CHORD BEARS NORTH 59°33'51" EAST, 119.350 METERS); THENCE NORTH 09°29'00" EAST, A DISTANCE OF 232.342 METERS, THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 362.192 METERS, THROUGH A CENTRAL ANGLE OF 64°39'25", A DISTANCE OF 408.725 METERS (CHORD BEARS NORTH 41°48'42" EAST 387.381 METERS); THENCE NORTH 74°08'25" EAST, A DISTANCE 261.062 METERS; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 77.808 METERS; THENCE A CENTRAL ANGLE 74°08'25", A DISTANCE OF 100.683 METERS (CHORD BEARS NORTH 37°04'12" EAST, 93.804 METERS); THENCE NORTH 00°08'36" EAST, A DISTANCE OF 32.309 METERS; THENCE NORTH 45°11'17" EAST, A DISTANCE OF 12.922 METERS; THENCE SOUTH 89°46'02" EAST, A DISTANCE OF 24.384 METERS; THENCE SOUTH 44°48'43" EAST, A DISTANCE OF 12.942 METERS; THENCE SOUTH 89°44'53" EAST, A DISTANCE OF 151.523 METERS; THENCE NORTH 45°13'13" EAST, A DISTANCE OF 6.434 METERS TO THE POINT OF BEGINNING.

CONTAINS: 14,134,647 SQ. FT. OR 324.487 ACRES

Lots 2, 3 and 5 of the Kimball Junction Subdivision, Entry # 00861937 and Special Warranty Deed # 00861940

Parcels PP-62 & PP-81

STAFF REPORT

TO: Summit County Council
FROM: Janna Young, Deputy County Manager
MEETING: February 25, 2026
SUBJECT: Week Six of the 2026 General Session of the Utah State Legislature

Requested Council Action

None

Introduction

During the 2026 general session of the Utah State Legislature, staff, along with Councilmembers Roger Armstrong and Tonja Hanson, will provide the County Council weekly updates on the issues and activities the County is monitoring at the State Capitol.

Background

On Tuesday, January 20, 2026, the general session of Utah's 67th legislature began and runs through Friday, March 6, 2026. Over the next 45 days, Summit County's internal legislative working group will track activity at the State Capitol and provide updates to the County Council and to the public.

The County's legislative working group is comprised of the County Assessor, Chief Deputy Attorney, Auditor, Clerk, (2) Councilmembers, Recorder, Sheriff, Treasurer, Health Department Director, Behavioral Health Director, Chief Financial Officer, Community Development Director, Economic Development & Housing Director, Engineer, Transportation Planning Deputy Director, County Manager, Deputy County Manager, Sustainability Director, Lands & Natural Resources Director, and Emergency Manager.

This group meets weekly to monitor bills, share information, decide County positions on legislation, participate in Utah Association of County's (UAC) weekly policy steering and coordinating meetings, work closely with the County's House and Senate members and the County's lobbying team, attend committee meetings, and testify before legislative committees.

Each week during the session at the County Council meetings, Deputy County Manager, Janna Young reports to the Council on these activities, and requests input on issues and support for proposed county positions on bills.

Bills Summit County is Currently Monitoring

Below is a list of the bills the county is tracking thus far. Please note that bills change frequently throughout the session. The information below

reflects the situation at the time of drafting this report and is subject to change:

HB15, Medicaid Expansion Amendments (Rep. Eliason) – SUPPORT
The bill defines key terms and modifies provisions related to Medicaid eligibility and the timeline for expansion, including changes to the date on which the Medicaid expansion will end unless further legislative action is taken. Its purpose is to clarify and adjust how Utah implements and maintains expanded Medicaid coverage under current state law.

HB19, Drinking Water Utilities Amendments (Rep. Jack)
The bill requires a community water system to complete an emergency response plan and report a security breach to the Utah Cyber Center within two hours of discovering the breach. It also requires the Division of Drinking Water to report annually to two legislative committees on security at community water systems and classifies a community water system's emergency response plan as a protected record.

HB26, Voting Equipment Amendments (Rep. Cutler) – SUPPORT
This bill requires County Clerks/election officers to upgrade voting equipment to ensure all equipment used in Utah is not capable of wireless communication (except for an electronic pollbook or official register). It also prohibits an election officer from acquiring voting equipment that is not part of the new voting equipment system selected for purchase by the Lieutenant Governor and ensures the new voting equipment system complies with the requirements for forecasting a mechanical ballot. Summit County is fine with the bill because it is time to replace our voting equipment anyway and the state is paying for these replacements.

HB27, Signature Verification Revisions (Rep. Shepherd) - OPPOSE
This bill would revise procedures related to signature verification for candidate nomination petitions and other election-related materials, aiming to update requirements and processes used by election officials in reviewing and confirming voter or candidate petition signatures.

HB28, Health and Human Services Sunset Amendments (Rep. Eliason) – SUPPORT
Extends the Mobile Crisis unit (MCOT) and Receiving Centers grant program from December 2026 to December 2029.

HB32/HB74/HB160/HB167/HB242 – MONITOR
These are all signature gathering, verification, and petition-related bills regarding ballot initiatives and referenda. The County Clerks Affiliate is talking with all the various bill sponsors because some of the provisions they

like (add clarity) while others they do not like, such as divulging the private information of voters, especially if requested by the voter to withhold, if they sign a candidate petition. This makes voters choose between their privacy and exercising their democratic rights to sign a candidate petition. To sign, a voter must provide their name and the senate district in which they live, which both become public information. The Clerks are also concerned about provisions that allow signature packets to be taken apart for signatures.

HB38, County Government Amendments (Rep. Dunnigan) - MONITOR
This bill updates Title 17 of state code, which is the code governing counties. Many of these updates help our elected offices but there are some provisions we are watching.

HB46, Taxpayer Information Sharing Amendments (Rep. Shelley)
This bill provides for information sharing between the Driver License Division and county assessors.

HB60, Water Rights Amendments (Rep. Shallenberger) – OPPOSE
This bill makes it easier for unused water rights to be sold or taken by preliminary municipalities.

HB68, Housing Amendments (Rep. Roberts) – MONITOR
Repeals the Commission on Housing Affordability and creates a new division of housing within the Governor's Office of Economic Opportunity (GOEO) with a Deputy Director appointed by the governor.

HB76, Data Center Water Policy Amendments (Rep. Koford) – MONITOR
This bill helps prepare Utah for enticing large data centers to locate to the state. We know these facilities require a lot of water and energy. The bill specifies that large data centers over 50,000 sq. ft. must coordinate with water agencies before construction and report annual water use. Counties must notify state divisions during land-use approval and will receive anonymized water data annually for planning. Enforcement applies if reporting requirements are not met.

HB79, Governmental Immunity Amendments (Rep. Gwynn)
The bill would revise and clarify definitions and provisions related to governmental immunity, including provisions that define terms and outline when a governmental entity or employee may be immune from civil liability in actions such as emergency medical services and other government operations.

HB82, Judgement Information Amendments (Rep. MacPherson)
The bill modifies the information required to file a judgment lien against real property if the judgment debtor is an individual.

HB88, Public Assistance Amendments (Rep. Lee) – OPPOSE
This bill would require an individual to prove their US citizenship/legal status before they can receive public assistance benefits, including mental health crisis care and homeless services, among others.

HB112, Political Advertising Amendments (Rep. Hayes) – MONITOR
Updates and expands the state's rules governing political advertising by defining key terms more precisely (like "electioneering communication") and strengthening disclosure requirements for political ads, which clarifies when an ad must include information about who paid for it and under what circumstances certain communications are regulated.

The bill's goal is to increase transparency and accountability in campaign messaging across various media by requiring clearer identification of sponsors and potentially tightening reporting triggers for entities engaging in political advertising in Utah's elections

HB161/HJR7, Property Tax Modifications (Rep. Koford) – MONITOR
This bill would increase the primary residential property tax exemption (i.e., the percentage of the value of one's home that is exempted from the property tax calculation) from the current 45% to 60%. Requires the approval of a constitutional amendment first (House Joint Resolution 7). Primary residents in Summit County could see a savings as the tax rate would not go up much because we have so many secondary properties. This bill is also the precursor to pushing for full disclosure of sales to help Assessors assess property values. A consequence of the bill is it would shift the property tax burden to the commercial sector and second, non-primary homes.

HB183, Sex Designation Amendments (Rep. Lee) – OPPOSE
The bill would make broad changes to how state law treats sex and gender. Specifically, it would replace references to "gender" with "sex" throughout Utah statutes and prohibit changes to the sex designation on birth certificates. It also would require state agencies to use "sex" instead of "gender" in administrative rules, alter anti-discrimination protections by removing gender identity from certain provisions, restrict employment of transgender people in some roles involving contact with children, and direct courts in child custody cases to consider a parent's opposition to a child's gender identity as a factor favoring that parent. Critics argue the bill would reduce legal protections for transgender and non-binary Utahns.

HB184, Local Land Use Revisions (Rep. Ward) – OPPOSE
The basic premise of this bill is to allow a change in zoning without going through the public hearing process, specifically for "starter homes" which are defined as homes sold for the "area mean purchase price". If the county legislative body does not deny the rezone request within 30 days, and explain its reasons why, then it becomes the de facto land use regulation for that specific project (without going through the planning commission or holding any public hearings). In addition to the legal challenges with the bill (legislative act vs administrative act), there are policy ones as well. The problem is that these homes will not be "starter homes" in Summit County because the "area mean purchase price" is too high for any young families or new homeowners. Additionally, the deadlines spelled out in the bill for when actions have to occur are impractical.

HB185, Carbon Credit Amendments (Rep. Shelley) – OPPOSE
The bill creates a tax/assessment (reported as around 25% on carbon credit sales) and directs revenue into a Carbon Credit Investment Fund, which can support related initiatives, including litigation and educational programs. The bill also adds licensing and bonding requirements for carbon credit brokers, and gives the state a potential right of first refusal on certain in-state credits while setting exemptions for credits generated and applied within Utah.

HB190, Child Care Business Tax Credit (Rep. Thompson) – SUPPORT
Summit County has been working on this bill with Rep. Thompson, the PCCF's Early Childhood Alliance, Park City Municipal Corporation, and the Policy Project to expand the tax credit the legislature enacted last year for businesses that construct childcare facilities for their employees.

Last year, the legislature passed two tax credits: a 20% credit for qualified child care construction or expansion costs for businesses and a 10% credit for ongoing employer-paid child care expenses. These credits mirrored existing federal incentives and could be stacked with them. It was an important step, but it did not match the scale of the problem.

HB190, is designed to align with federal incentives and maximize participation. By stacking state and federal credits, employers, including small businesses, can receive a tax credit of up to 80% for all qualified child care expenses paid on behalf of an employee.

HB193S02, Transgender Medical Procedures Amendments (Rep. Peck) – OPPOSE
The bill would, beginning May 6, 2026, prohibit governmental entities (including the state, counties, cities, school districts, and other political

subdivisions) from using public funds to pay for or reimburse gender-affirming medical treatments and surgical procedures that alter an individual's primary or secondary sex characteristics. An exception in the bill would require a government entity that previously provided insurance coverage for such transition procedures (before May 6, 2026) to offer equivalent coverage for procedures to restore a person to their biological sex, to the extent possible.

HB209, Voting Amendments (Rep. Maloy) – OPPOSE
This bill requires citizenship verification before anyone can vote. It would result in two databases for elections and the potential for racial profiling at polling stations. Additionally, an individual already has to prove their citizenship when they register to vote.

HB211, Real Property Recording Amendments (Rep. Chew)
The bill provides that a county recorder may record a document without acknowledgment or jurat, if the document has the Great Seal affixed by the lieutenant governor.

HB225, Boundary Line Adjustments (Rep. Shelley)
The bill requires that each party to a conveyance of real property sign a statement that acknowledges that the real property may be subject to adverse possession, boundary by acquiescence, or a right-of-way.

HB231, Restaurant Tax Repeal Amendments (Rep. Thurston) – OPPOSE
This bill would repeal the restaurant tax and consequently, the county's grant program. It does allow counties to impose a new sales tax to make up for the lost revenues from the restaurant tax. The revenues from this new sales tax would be restricted to the same things as under the current restaurant tax but instead of the tax only levied on food and alcohol at restaurants, which mainly visitors pay, it would be a general purpose sales tax that would impact everyone in the county.

HB238, Utah Energy Generation and Transmission Planning (Rep. Albrecht)
The bill would require the Utah Public Service Commission to be actively involved in regional energy transmission governance by ensuring its participation in stakeholder processes, governance committees, and market and reliability proceedings of any Regional Transmission Organization (RTO) or Independent System Operator (ISO) that includes a Utah-serving electricity provider. The bill allows the Commission to obtain operational and market data from these entities, including through data-sharing agreements and by hiring independent experts, and mandates an annual report to the

Legislature assessing issues such as cost burdens on Utah customers, Utah's role in regional transmission infrastructure, and whether the state has equitable access and participation compared with other states. If denied access or participation, the Commission must notify legislative committees.

The second substitute to the bill added a provision to change Utah Renewable Communities program with Rocky Mountain Power for net 100% renewable energy to an opt-in structure from an opt-out structure for users, which would have caused the program to fail. Fortunately, the communities worked with the bill sponsor and were successful in getting a third substitute adopted that changed this back to opt-out with additional notification to costumers.

HB272, Tourism Taxes Amendments (Rep. Bolinder)
The bill addresses the reporting requirements counties have to meet for expending revenues generated from the Transient Room Tax (TRT) and specifically authorizes the state auditor to audit expenditures reported by counties as part of the analysis for county expenditure reports. The bill also clarifies the state auditor's authority to prohibit counties from accessing revenue generated by a TRT if the state auditor and the Office of the Legislative Fiscal Analyst determine a county's expenditure report does not sufficiently demonstrate compliance with the expenditure requirements.

HB282 Transportation Earmark Amendments (Rep. Dailey-Provost)
This bill reduces the state's sales and use tax earmark that directs revenue into the Transportation Investment Fund (TIF) and instead puts those revenues in the state's general fund, which will likely impact our grant funding for transportation infrastructure projects.

HB311, Amendments to Election Law (Rep. Burton) – SUPPORT
The bill would revise various aspects of the state's election statutes, including modifying definitions (such as what qualifies as valid voter identification) and updating procedures for how voted ballots are handled and counted.

HB320, Office of Artificial Intelligence Policy Amendments (Rep. Cutler)
The bill clarifies and modifies provisions related to the Office of Artificial Intelligence Policy and the Artificial Intelligence Learning Laboratory Program, with the aim of encouraging the *responsible deployment* of AI technologies and strengthening oversight of AI development and safety practices. It is part of ongoing legislative efforts to refine Utah's approach to AI governance, including public safety and child protection considerations for AI systems.

HB323, Solar Panel Disposal Amendments (Rep. Jack)
The bill implements the federal EPA rule on disposal of solar panels once they meet the end of their life to determine if they are best destined for the landfill or recycled and ensure they go to the correct landfill to avoid superfund sites from the hazardous materials in the panels. Specifically, the bill directs the appropriate state board to adopt rules for analyzing hazardous waste in solar panels, create procedures for handling end-of-life solar modules, and ensures potential customers are informed about disposal requirements.

HB332, Local Building Authority Amendments (Rep. Auxier)
The bill prevents a local government who tried to finance a project through a failed General Obligation (GO) Bond, to then finance the same Project through a lease revenue bond. While municipalities and school districts more regularly use a GO Bond to fund a capital project, most counties do not, including Summit County.

HB335, County Employment Amendments (Rep. Christofferson)
The bill modifies provisions relating to law enforcement officers and other county employees who serve under county merit, career service, or civil service systems, updating how their employment status, classifications, or related personnel policies are governed at the county level.

HB361, Elections Office Oversight Amendments (Rep. Wilcox)
The bill proposes changes to how election oversight is structured in the state. It would establish a conflict of interest elections officer to take on certain election complaint and controversy duties instead of the lieutenant governor when the governor or lieutenant governor is a candidate in a race involved in the dispute. It also creates an Elections Oversight Task Force with specified membership, duties, and reporting requirements to review and recommend improvements to the state's election oversight system. The bill includes provisions on terms of service for the conflict of interest officer and sets a repeal date for the task force.

HB365, Taxation Notification Requirements (Rep. Peterson)
The bill would revise truth-in-taxation notice requirements so that if a taxing entity anticipates raising the amount of property tax revenue, it must provide specific information to taxpayers—including the proposed increase and its estimated impact—before the tax is adopted. The goal is to improve transparency and ensure property owners are better informed about significant changes in taxation.

HB367, Solar Power Utility Amendments (Rep. Ward)
The bill proposes changes to Utah's energy and utility laws to update how solar power is treated within the state's utility framework. The bill would enact amendments related to the regulation and integration of solar power in the utility system, including provisions affecting net-metering and customer protections for solar energy users, and clarifying roles for utilities and the Public Service Commission in managing solar-related programs and electricity procurement.

HB381, Electric Mobility Device Amendments (Rep. Cutler)
Proposes updates to state law governing electric bikes and similar electric mobility devices, such as requiring a safety course and helmets for individuals younger than 16 years of age operating a particular class of electric bikes. Additionally, the bill revises definitions and regulatory provisions related to electric-assisted bicycles and other electric mobility devices to clarify how they are classified and operated under Utah law, aiming to modernize and standardize rules for these vehicles.

HB388, Public Health Hazard Amendments (Rep. Shepherd)
This bill would require law enforcement to report to the health department when they observe a property that is a clandestine drug laboratory or contaminated with methamphetamine. Local health departments are then required to determine contamination and maintain publicly accessible contamination lists. It also outlines owner notification and decontamination procedures, updates standards for decontamination specialists, and makes technical and conforming changes to existing statutes.

HB391, Constitutional Court Amendments (Rep. MacPherson)
Legislation that would create a new statewide three-judge "Constitutional Court" with exclusive jurisdiction over civil challenges to the constitutionality of Utah statutes. Under the bill, lawsuits claiming a law is unconstitutional would be heard in this specialized court rather than in the regular district courts, with judges appointed by the governor and confirmed by the Senate. The proposal also includes provisions for how cases would transfer to the new court, potentially limits the ability of individual judges to issue injunctions against laws on constitutional grounds, and establishes a nominating commission for selecting the court's judges. The bill has advanced through committee amid debate about its impact on judicial structure and independence in the state.

HB412, Energy Development Planning Amendments (Rep. Owens) – SUPPORT
The bill would require developers of utility-scale renewable energy facilities (such as solar or wind projects with more than 1 megawatt of generating

capacity) to consult with the Utah Division of Wildlife Resources before a local government can approve a permit. Under the bill, project owners or operators must submit details and any wildlife survey information to the Division, meet with its staff, and receive written recommendations on avoiding or mitigating impacts to wildlife and habitats; they must include documentation of this consultation and responses to the Division's recommendations with their permit applications, and local permitting authorities must consider the Division's recommendations in their decision-making, although the Division would not have permit-approval authority and developers would not be obligated to adopt all recommendations.

HB422, Public Infrastructure Districts Amendments (Rep. Koford)
The bill would make changes to the statutes governing public infrastructure districts, special local government units that can finance and build public infrastructure. The bill's amendments revise how these districts are formed and operate, including updates to statutory requirements related to annexation, governance, financing, and taxation authorities for the districts and clarifying how they interact with other local governmental entities under Utah law.

HB427, Tax Increment Financing Modifications (Rep. Walter) – OPPOSE
The intent of the bill is to add clarity around the "but for" analysis when utilizing tax increment financing tools. It would appoint the Governor's Office of Economic Opportunity to oversee those negotiations.

HB428, Solar Energy Amendments (Rep. Lee) – MONITOR
The bill would revise the Residential Solar Energy Disclosure Act to strengthen consumer protections and clarify rules for residential solar energy system transactions. The bill updates and adds definitions (including for finance fees and financing arrangements), requires solar retailers to provide more detailed and specific disclosures to customers, and mandates that sales representatives be employees compensated on a W-2 (rather than independent contractors), meet certain certification requirements, and be bonded. It also prohibits deceptive sales practices and ensures all finance fees in solar agreements are transparently disclosed to customers.

HB429, Special Districts Amendments (Rep. Pierucci)
The bill would revise state law governing special service districts and similar local special districts by clarifying procedures and criteria for how counties or municipalities can withdraw from a special district and updating related provisions about the governance, finances, and interlocal cooperation of these limited-purpose local government entities.

HB436, Moderate Income Housing Infrastructure Amendments (Rep. Gricius)
This bill would amend the reporting for county Moderate Income Housing Plans, requiring us to report on occupied units, which is a significant change in practice as well as give priority funding to transportation projects if a jurisdiction experiences growth in residential units more than 2.5%.

HB441, Property Transaction Amendments (Rep. Koford) – SUPPORT
This bill requires, when ownership of certain real property is transferred, the seller or the closing agent make available information about the property, including sales price, to a county assessor. It excludes sales price information shared with the State Tax Commission or the county assessors from the definition of a "private record" for purposes of the Government Records Access and Management Act, and authorizes disclosure of sales price information under certain circumstances.

HB445, County Government Land Purchasing (Rep. Strong)
This bill would require a county, prior to purchasing land that falls within another county, to receive express permission from the other county prior to purchasing the land. It also requires counties pay full property taxes on that land despite the county's tax exempt status.

HB449/HJR20, Utah Taxpayer Oversight of Government Spending Amendments (Rep. Auxier)
This bill, which requires successful passage of a voter-approved amendment to the state constitution, would eliminate the truth in taxation process and require voters to approve an increase in state or local government revenue through most taxes or government debt. It also limits the amount of revenue a government entity may spend in a fiscal year unless voters approve increased spending, eliminates automatic increases to taxes, and requires a refund of excess revenue to taxpayers. Finally, the bill repeals provisions requiring residential property to be assessed using any method other than the sales comparison approach, modifies elections provisions to accommodate voting requirements, and exempts business personal property that is not subject to a uniform fee from property tax.

HB479, Election Code Modifications (Rep. Burton) – OPPOSE
This bill would require additional drop boxes and poll stations in smaller communities and is an attack on vote by mail system. It only serves to make it more difficult for people to vote and for the County Clerks to administer elections.

HB510, Municipal Incorporation Modifications (Rep. Auxier) – SUPPORT

This bill would alter the process by which an area can incorporate as a preliminary municipality — an alternative incorporation route that lets landowners form a municipality without a resident vote. The bill adds steps to increase county involvement and oversight, requiring applicants to consult with the county before filing, to consider county-provided information in feasibility studies, and allowing counties to audit studies and commission traffic analyses. It also modifies petition requirements (including bonding, warranty, and certification provisions) and clarifies roles for the lieutenant governor, feasibility consultants, and counties in reviewing and certifying preliminary municipality applications. These changes aim to give local governments more input and structured review in the incorporation process.

SB15, County Forms of Government Amendments (Sen. Winterton) – MONITOR

This bill repeals existing restrictions on how counties can structure their governing bodies, specifically removing limits related to including a part-time or full-time county executive or legislative body in new or amended optional forms of county government, giving counties greater flexibility to design their governmental structure under optional government models.

SB20, Natural Resources, Agriculture, and Environment Technical Changes (Sen. Stratton)

This bill addresses obsolete programs and makes other technical changes to statutes within the purview of natural resources, agriculture, and environment or related legislative committees.

SB28, County Classification Modifications (Sen Winterton) – MONITOR

This bill updates how counties are classified by defining key terms and establishing a requirement that the Utah Population Commission and the State (presumably state agencies) review county population and classification every five years, clarifying when a county may move to a different classification level under state law. Specifically, counties have to meet both a population test and a total revenue test to determine if they move classifications. Under the bill as currently drafted, Summit County will remain a third class county because we fail the population test but exceed the revenue test.

SB44, Statewide Resource Management Plan Amendments (Sen. Stratton)

The bill adopts a statewide resource management plan to replace a previously adopted plan.

SB70, Natural Disaster Amendments (Sen. Plumb) – MONITOR
This bill would require counties and other entities who manage shelters during natural disaster emergencies to establish a plan for how to co-house individuals with their pets when evacuated from their homes. Summit County and other emergency managers across the state have plans for how to shelter animals during emergencies. The challenge is requiring families to be housed with their pets as most of the shelters we use are contracted from the schools and others who do not allow animals. Additionally, the individuals managing these shelters do not have the training or materials to care for animals, particularly unique ones like reptiles that require specialized foods. The emergency managers are working with the bill sponsor on changes.

SB78, Property Tax Relief Amendments (Sen. McCay) – OPPOSE
This bill is the same bill the Senator introduced last session that was fought down by UAC and the County Treasurers Affiliate. It eliminates the circuit breaker program, which is a tax relief program for low income primary residents/homeowners, and replaces it with a tax deferral program. The challenge with a deferral is it only saddles the heirs of the homeowner with the tax burden and does not actually provide the relief needed by these low income individuals.

SB97, Tax Revenue Amendments (Sen. McCay) – OPPOSE
This bill limits the total amount of additional property tax revenue a taxing entity may obtain through truth-in-taxation and excludes certain valuation increases from the calculation of new growth. The challenge for Summit County is we have been able to keep our tax rate low (we are the lowest in the state) due to the new growth calculation (and high values, particularly from second homes). Additionally, for special service districts and small municipalities that have small budgets ($45,000 for example), the 5% cap will not give them any useful increase, so they will likely not go through the truth in taxation process or be able to collect revenues to sustain their operations/services.

SB108, Online Marketplace Amendments (Sen. Fillmore) – MONITOR
Summit County is monitoring this legislation but is leaning towards opposing it. The bill pertains to the regulation of short-term rentals and could make it more difficult for the county to enforce violations of county code and licensing requirements for these properties by prohibiting us from using online websites.

SB123, Privacy and Cybersecurity Amendments (Sen. Harper) – SUPPORT

This bill would provide funding to the Utah Cyber Center, which provides funding for the licensing of Summit County's cybersecurity training systems KnowBe4 and Action1. This saves the county at least $20,000 a year.

SB182, Attorney Admission to Jail Facilities Amendments (Sen. Pitcher)

The bill would require sheriffs to allow attorneys access to county jail facilities so they can consult with and represent their incarcerated clients. The bill clarifies procedures and responsibilities for how and when attorneys may enter a jail to meet with a person in custody, aiming to ensure legal counsel access while maintaining necessary security protocols.

SB194, Election Modifications (Sen. McKell)

This bill proposes changes to Utah's election law, including provisions affecting how certain election-related processes are handled in state law (e.g., statutory definitions and procedures in elections). One public focus of the bill is modifying rules around legislative vacancies so that when a seat becomes open the replacement aligns with the party affiliation previously held by the departing lawmaker.

SB201, Shelter Animal Euthanasia Amendments (Sen. Grover)

This bill makes several changes to euthanasia protocols in animal shelters. Summit County has serious concerns about the bill, including:

- Allowing animals that have failed their behavioral analysis and are dangerous to the public to be released, which, besides creating a public safety risk would greatly increase legal liability for the county
- Allowing all feral cats to be released back into the community with no guarantee they will be sterilized
- Harming Utah's wildlife, biodiversity, and public health because of increased disease transfer among different animal species, including the spread of zoonotic diseases (rabies, toxoplasmosis, etc.)
- Increasing the workload of shelter staff by requiring them to notify every shelter and rescue group for every animal

SB205, Law Enforcement and Artificial Intelligence Amendments (Sen. Pitcher)

This bill builds upon a law enforcement AI bill from last session. Specifically, it defines key AI-related terms and amends existing law to require agencies to adopt clear written policies on the use of generative AI and other AI technology by their employees. It mandates that reports or records created wholly or partly with AI include a disclaimer and that the author certify they

have reviewed the content for accuracy. The bill also obligates agencies to publicly post their AI policies and information about the specific AI technologies they use, including settings related to transparency and human oversight, and to update those postings when changes occur. Summit County's current Policy 390 is pretty much aligned so the bill should not impact us too much. We will need to add some definitions and address the reporting requirements in our policy. There is already a spot carved out on the Sheriff's website to meet the posting/notification requirements.

SB206, Multicounty Appraisal Trust Amendments (Sen. Harper)
The bill makes changes to state law governing multicounty appraisal trusts. Specifically, it updates and clarifies provisions related to the establishment, governance, and operation of appraisal trusts that span multiple counties, with the intent of improving how these entities collaborate on property appraisal and tax matters across county lines. It was introduced in the Utah Senate and has been distributed for committee review.

SB219, Highway Signage Amendments (Sen. Musselman) – OPPOSE
This bill would revise state law governing highway signs by updating rules and restrictions related to when and how signs must be relocated or remodeled due to highway construction, widening, or other related transportation projects. The bill's changes aim to clarify responsibilities and processes for managing affected signage along state highways

SB231, Energy User Property Tax Amendments (Sen. Sandall)
The bill disallows any incentives for the development of data centers in the state. However, if they do set up here, this bill would collect a tax and redistribute it across the state.

SB232, Regulatory Impact on Families (Sen. Fillmore)
The bill would require that state agencies, counties, municipalities, and local school boards consider how proposed governmental actions — such as rules, ordinances, resolutions, or policies — affect the health, stability, and formation of families before adopting them. The bill also directs agencies to analyze the family impacts alongside fiscal impacts on businesses and to explore reasonable alternatives that could mitigate negative effects on families, with some exceptions for emergency actions.

SB236, Property Tax Exemption Process Amendments (Sen. Grover)
The bill would modify the process for applying for and maintaining property tax exemptions under state law. The bill proposes new definitions and procedural changes related to how property tax exemptions are filed and

retained, including establishing deadlines and criteria for exemption applications and clarifying administrative steps in the exemption process.

SB245, Impact Fee Amendments (Sen. Musselman)
This bill would revise how impact fees — charges imposed on new development to fund public infrastructure — are defined, implemented, accounted for, and spent. The bill clarifies and updates definitions (such as "service area" and "proportionate share"), requires local governments and qualifying private entities to prepare detailed impact fee facilities plans that designate appropriate service areas based on planning or engineering principles, and restricts where and how impact fees may be spent, including separate accounting by facility type and service area and a six-year deadline to expend collected fees unless extended for documented reasons. It also limits service areas so they cannot cover an entire political subdivision or an entire area served by a private entity. Summit County is working with the bill sponsor on language to make the bill only apply to cities in counties of the first or second class. If it the bill were to pass as drafted, the change to "service area" would mean that impact fees for new development would become prohibitively high in the eastern part of our county, and/or the district or area would be incapable of generating enough fees to ever upgrade facilities to meet service level demand.

SB266, County Governance Revisions (Sen. Winterton)
This bill would change the council-manager form of government for counties (only) by vesting executive powers in the County Council, prohibiting elected offices and department directors from reporting to the county manager, stipulating what cannot be in the county manager's contract, among other measures. Summit County, along with Wasatch and Tooele counties, the only counties in the state with the council-manager form of government and who are affected by this bill, strongly opposed these changes and worked with the senator to pull the bill this session with the commitment we will work on it together during interim session.

SB281, Senior Nutrition Private Donations Incentives (Sen. Stratton)
This bill would create a Senior Nutrition Private Donation Matching Fund to encourage private contributions to senior nutrition programs. The bill establishes incentives for private donations to support nutrition services for older adults, directs administration and oversight of the matching fund through state agencies, and sets up the related administrative structure and funding mechanisms to help increase resources for senior nutrition efforts across Utah.

SB284, Local Land Use Modifications (Sen. Fillmore) – OPPOSE
The bill revises definitions and standards in state land use code, adjusts procedures for adopting and reviewing land use regulations (including timelines when planning commissions fail to act), refines requirements for development agreements and exactions, modifies how appeals and variances are heard, strengthens procedural protections and standards of review for land use decisions, prohibits legislative bodies from serving as appeal authorities, and makes other technical and conforming changes to streamline and clarify the local land use process under Utah law.

Significant Dates

January 20	Legislative Session Begins
January 22	Last day legislators can designate priority bills
January 29	Last day to either pass or defeat each base budget bill
January 30	Last day to request bills without floor approval
March 4	Last day to prioritize fiscal note bills and identify other programs for new funding
March 4	Final action must be taken on each appropriations bill
March 6	Last Day of the Session
March 26	Last day the Governor may sign or veto bills
May 5	Last day a veto-override session may begin
May 6	Normal effective date for bills
May 6	First day a legislator can open a bill file for appropriation request for the next general session

Every Tuesday and Wednesday during session: Meeting of UAC's policy steering committees

Every Tuesday (afternoon) during session: Meeting of Summit County's legislative working group

Every Thursday during session: Meeting of the UAC's Legislative Coordinating Committee

Engagement, Access, and Transparency
Interested citizens can watch Utah's 2026 legislative session in real time or access archived materials through the Legislature's online tool. To access this tool, go to https://le.utah.gov/ and click on the "calendar" button. Click on the desired meeting and the committee webpage will have links to materials and the audio/video recording.

Additionally, the State Legislature's website allows citizens to sign up to follow individual bills and receive email alerts whenever action is taken on

the measure. To sign up for alerts, go to https://le.utah.gov/; click on the "Bills" tab at the top of the page. Then either perform a bill request or keyword search. Once locating the desired bill, click on "Track this" or "Email notification" underneath the photograph of the bill sponsor. The website for each individual bill also provides the bill text, status information, audio/video of any committee hearings or floor debate, and details on the bill sponsor.

TO: SUMMIT COUNTY COUNCIL

FROM: SCOTT BUCHANAN
CODE ENFORCEMENT OFFICER

RE: **NOVCUP <u>60 DAY INSPECTION REPORT</u>**
FILE NUMBER: 23-194
CODE ENFORCEMENT CASE NUMBER: C25236
INSPECTION DATE: 12/11/2025
INSPECTION DATE: 12/18/2025

DATE: JANUARY 6, 2025

FINDING: **NON-COMPLIANT**

On December 11, 2025, Summit County staff members Amir Caus (Planning Department), Scott Buchanan and Zac Jones (Code Enforcement) conducted an inspection of the Mimbach property (7550 Lower Bowl Road) for the purpose of determining the site's compliance with the Summit County Council's order of October 15, 2025. To summarize, the Council directed the owners/operators of Mimbach Co/Spoil to Soil to remove unauthorized materials from the site within 60 days as part of the greater effort to bring the property into compliance. This directive was memorialized in a document titled "NOVCUP", or Notice of Violation of Conditional Use Permit, that Council directed me to serve upon the owners/operators of Mimbach Co/Spoil to Soil. Service was completed via email (10/16/2025, attached) and certified mail (requested 10/16/2025) and a copy of the "NOVCUP" is attached to this report.

The NOVCUP required that Mimbach/Spoil to Soil staff remove the following unauthorized material from the site:

ASPHALT, CHUNKS

ROTO-MILL

NON-COMPOSTABLE MATERIALS: SHIPPING CRATES, COMPOSTABLE MATERIALS ENCASED IN NON-COMPOSTABLE MATERIAL, JUNK

JUNK METAL & TIRES

SOIL PROCESSING MACHINERY (SOIL IN NORTHEAST CORNER OF SITE MAY REMAIN)

NON-GREEN WASTE IN WINDROWS

ANIMAL CARCASSES

County staff met with owner Jared Clayton at the site. We joined Jared in his vehicle and he transported us around the property for the purpose of conducting an inspection to determine if Mimbach Co/Spoil to Soil had removed the unauthorized material, as required by Council order.

Based upon our inspection of the property, I provide the following finding with respect to Mimback/Spoil to Soil and compliance with the 60 day Council order:

Mimbach/Spoil to Soil staff have removed all of the following unauthorized materials from the site:

ASPHALT, CHUNKS

ROTO-MILL (About two yards left for the purpose of improving the fuel depot area, approved)

NON-COMPOSTABLE MATERIALS: COMPOSTABLE MATERIALS ENCASED IN NON-COMPOSTABLE MATERIAL, JUNK

JUNK METAL & TIRES

ANIMAL CARCASSES

Staff observed a large number of pallets and wooden crates (shipping crates) on the site. Jared told county staff that Mimbach Co/Spoil to Soil workers would have the pallets and wooden crates removed by the 12/15/2025 deadline.

With regard to SOIL PROCESSING MACHINERY (SOIL IN NORTHEAST CORNER OF SITE MAY REMAIN), this equipment is allowed to remain (see attached email).

Staff observed that unauthorized materials (*NON-GREEN WASTE IN WINDROWS*) have not been removed from the windrows (see attached photographs, taken by Scott Buchanan on December 11, 2025). Staff observed many dirty diapers, almond milk boxes and plastic materials littering the windrows.

Jared told county staff that he did not have workers remove the unauthorized material from the windrows because it was cost prohibitive to have it done by hand. He told county staff that he had been in contact with a third party who was willing to bring equipment to the site that would sift out all the unauthorized material from the windrows and purchase all of the mulch. He said that Mimbach Co staff would have transported the sifted trash to the landfill. Jared stated that he informed attorney Kyle Reeder of the opportunity, with the direction that he discuss it with Helen Strachan, and did not hear back.

See attached email for information regarding Mimbach Co/Spoil to Soil's authorization to sell materials from the site while their CUP is suspended.

On December 18, 2025, I returned to the site for a follow up inspection to ensure that the pallets and wood shipping boxes had been removed. I observed that all of the pallets and the wood shipping boxes were removed from the site, bringing that element (SHIPPING CRATES) into compliance. I did not see a change to the windrows from their state on the 12/11/2025 inspection.

Based upon staff's observation of unauthorized material in the windrows, it is my determination that Mimbach Co/Spoil to Soil has failed to comply with the Council order to remove all unauthorized material from the site within 60 days. I am aware of at least two methods that Mimbach Co/Spoil to Soil were aware of that could have potentially brought the property into compliance. I am not aware of a plan by Mimbach Co/Spoil to Soil to bring the property into compliance with the Council order.

From: Helen Strachan <hstrachan@summitcountyutah.gov>
Sent: Monday, November 10, 2025 11:20 AM
To: Kyle Reeder <kyle@cannonlawgroup.com>
Subject: Follow-up on Questions

Hi Kyle,
Thanks for your patience while I worked with Code Enforcement on the questions you posed.

Per the Council's instructions, your clients are required to remove unauthorized material from the site in order to become compliant. If, in removing unauthorized material from the site, they receive compensation for those materials, we do not believe that it would be a violation of the order. In other words, if in getting rid of the junk, the crates of non-compostable materials, the tires, the trash, etc, someone gives them money when they haul it off, we do not see that as a violation. What is clearly a violation would be taking compensation for materials on the site that are NOT unauthorized. They cannot sell anything they were authorized to import or produce as part of the CUP's and the only heavy equipment that can be in use there would be to remove unauthorized materials until they get the proper permits to move forward with site remediation, which, to our knowledge, has not happened yet.

Regarding the sifter, Code Enforcement never saw that piece of machinery used to remove trash from imported materials, however, it is certainly possible that it could legitimately be used for that purpose. If that sifting machine was moved to a location where it could be used for the removal of trash from imported materials as part of bringing the site into compliance, it would be reasonable to leave the sifter on the site for now while that is being worked out. It should definitely not be in use now, as it was being used - and is physically a part of - the soil processing operation that is not authorized by the CUP's. We can send you an amended NOV that addresses this. Thoughts?

As far as the hydro trucks and vac trucks go, we are not yet aware of the full scope of the hydro trucks or vac trucks continuing to dump on site since the last hearing but are looking into this.

Let me know your thoughts.

Helen E. Strachan
Deputy County Attorney
Summit County Attorney's Office
Summit County, Utah
Office: (435) 336-3206
summitcounty.org

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12/11/2025 13:22:38

NOTICE OF VIOLATION OF CONDITIONAL USE PERMIT

LOCATION: 7550 LOWER BOWL ROAD
FILE #: 23-194

VIOLATION #: 1

DEPARTMENT: CODE ENFORCEMENT

DATE OF VIOLATION: 10/07/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

ACCEPTANCE OF UNAUTHORIZED MATERIALS

DESCRIPTION OF VIOLATION:

ASPHALT, CHUNKS
ROTO-MILL
NON-COMPOSTABLE MATERIALS: SHIPPING CRATES, COMPOSTABLE MATERIALS ENCASED IN NON-COMPOSTABLE MATERIAL, JUNK
JUNK METAL & TIRES
SOIL PROCESSING MACHINERY (SOIL IN NORTHEAST CORNER OF SITE MAY REMAIN)
NON-GREEN WASTE IN WINDROWS
ANIMAL CARCASSES

CONDITIONAL USE PERMIT & CONDITION #: RECYCLE CENTER # 3,4,5,6

REMEDIAL ACTION REQUIRED:

REMOVE ALL UNAUTHORIZED MATERIAL FROM THE SITE

GREEN WASTE DEFINED (Per “Wild Harvest Farms Composting Facility General Plan of Operations” 03/2019, identified by owner Kristen Carlson to Code Enforcement Officer Scott Buchanan on 10/07/2025 are her first composting operation on the site, with her intention that “General Plan of Operations” be “transferred” to Mimbach Co./Spoil to Soil for the purpose of state permitting.

See “Mimbach Conditional Use Permit Review and Possible Revocation August 21, 2025” staff report for details on CUP Conditions.
See Summit County Code for relevant code section language: https://www.summitcountyutah.gov/2583/Summit-County-Code

The facility accepts the following green and brown waste materials: food waste, yard waste, trees and branches and agricultural /ranch manure.

CURE PERIOD: 60 DAYS (12/15/2025)

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

DO NOT ACCEPT MATERIAL OF ANY TYPE (DIRT, WATER, MUD, FILL, ROCKS, ROTOMILL, COMPOSTABLE MATERIALS, CRATES, HYDRO-TRUCKS, VACUUM TRUCKS) UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

DO NOT SELL ANY MATERIALS OR ENGAGE IN BUSINESS IN ANY WAY OUTSIDE OF APPROVED SITE REMEDIATION OR PERMITTED NIGHTLY RENTAL UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

See "Mimbach Conditional Use Permit Review and Possible Revocation August 21, 2025" staff report for details on CUP Conditions.
See Summit County Code for relevant code section language: https://www.summitcountyutah.gov/2583/Summit-County-Code

VIOLATION #: 2

DEPARTMENT: CODE ENFORCEMENT

DATE OF VIOLATION: 09/29/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

OPERATING OUTSIDE OF APPROVED HOURS OF OPERATION

DESCRIPTION OF VIOLATION:

COMMERCIAL VEHICLE TRAFFIC AFTER HOURS

CONDITIONAL USE PERMIT & CONDITION #: RECYCLE CENTER # 2

Hours of operation shall be 7:30 am to 5:30 pm, Monday through Saturday.

REMEDIAL ACTION REQUIRED:

CEASE ALL HEAVY TRUCK AND COMMERCIAL VEHICLE ACTIVITY OUTSIDE OF APPROVED HOURS OF OPERATION ON ENTIRE SITE. DO NOT CONDUCT APPROVED REMEDIATION WORK OUTSIDE OF HOURS OF OPERATION. DO NOT PERFORM CONTROLLED BURNS OUTSIDE OF HOURS OF OPERATION. KEEP GATE CLOSED OUTSIDE OF HOURS OF OPERATION.

CURE PERIOD: IMMEDIATE EFFECT

RE-INSPECTION REQUIRED: NO

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

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VIOLATION #: 3

DEPARTMENT: CODE ENFORCEMENT

DATE OF VIOLATION: 10/07/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

OPERATING WITHOUT A REQUIRED PERMITS

DESCRIPTION OF VIOLATION:

NO STATE DEQ COMMERCIAL COMPOSTING PERMIT
NO OR INSUFFICIENT STATE DEQ PERMITS FOR VACUUM TRUCKS, HYDRO-TRUCKS
NO CUP PROVISION FOR VACUUM OR HYDRO TRUCKS

CONDITIONAL USE PERMIT & CONDITION #: NURSERY # 6

REMEDIAL ACTION REQUIRED:

OBTAIN ALL PERMITS FROM ANY REGULATORY AGENCY REQUIRED BY FEDERAL, STATE OR LOCAL LAW TO OPERATE A COMPOSTING FACILITY, VACUUM TRUCKS & HYDRO-TRUCKS, TO INCLUDE CUP AMENDMENT FROM EASTERN SUMMIT COUNTY PLANNING COMMISSION TO SPECIFICALLY ALLOW FOR VACUUM TRUCKS & HYDRO TRUCKS. OBTAIN ALL PERMISSIONS AND APPROVALS NECESSARY FROM STATE AND LOCAL AGENCIES TO CONDUCT CONTROLLED BURNS.

CURE PERIOD: 6 MONTHS (APRIL 15, 2025)

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

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See "Mimbach Conditional Use Permit Review and Possible Revocation August 21, 2025" staff report for details on CUP Conditions.
See Summit County Code for relevant code section language: https://www.summitcountyutah.gov/2583/Summit-County-Code

VIOLATION #: 4

DEPARTMENT: CODE ENFORCEMENT

DATE OF VIOLATION: 10/07/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

COMMINGLING OF COMMERCIAL & NIGHTLY RENTAL TRAFFIC

DESCRIPTION OF VIOLATION:

NO DEDICATED INTERNAL ROADWAY FOR NIGHTLY RENTAL

CONDITIONAL USE PERMIT & CONDITION #: RECYCLE CENTER # 12

REMEDIAL ACTION REQUIRED:

DEDICATE & RESTRICT INTERNAL ROADWAY FOR EXCLUSIVE USE OF NIGHTLY RENTAL

CURE PERIOD: 6 MONTHS (APRIL 15, 2026)

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: NO

See "Mimbach Conditional Use Permit Review and Possible Revocation August 21, 2025" staff report for details on CUP Conditions.
See Summit County Code for relevant code section language: https://www.summitcountyutah.gov/2583/Summit-County-Code

VIOLATION #: 5

DEPARTMENT: PLANNING

DATE OF VIOLATION: 10/08/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

FAILURE TO ADHERE TO SITE PLAN
ENGINEERING/EXCAVATION/GRADING WITHOUT A PERMIT

DESCRIPTION OF VIOLATION:

DEVELOPMENT DOES NOT COMPLY WITH APPROVED CUP SITE PLAN
VIOLATIONS OF ENGINEERING/EXCAVATING/GRADING WITHOUT A PERMIT/CODE VIOLATION:

SLOPE CUTS TOO STEEP
IMPROPER VERTICAL SLOPE CUTS
TRENCH W/VERTICAL SIDES & NO STABILIZER MEASURES
FILL MATERIAL INCLUDES ROCKS LARGER THAN 12”
FAILURE TO IDENTIFY ROCK DISPOSAL AREA
FAILURE TO DOCUMENT VOID FILLING, WELL GRADED SOIL
FAILURE TO DOCUMENT COMPACTION, TEST
FAILURE TO PROVIDE SOIL OR GEOLOGY REPORT
NO PRESENCE OF EROSION CONTROL BLANKETS
VIOLATION OF TOE OF FILL SLOPE, SET BACK REQUIREMENTS

CONDITIONAL USE PERMIT & CONDITION #: NURSERY # 13, 12, 10

REMEDIAL ACTION REQUIRED:

*****DO NOT ENGAGE IN ANY EARTH WORK BEFORE OBTAINING GRADING PERMIT*****

OBTAIN GRADING PERMIT FROM ENGINEERING DEPARTMENT
REMEDIATE SITE OR OBTAIN REVISED CUP SITE PLAN PER DIRECTION OF SUMMIT COUNTY PLANNER AND SUMMIT COUNTY ENGINEER

CURE PERIOD: 6 MONTHS (APRIL 15, 2025)

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV’S RESOLVED AND SUSPENSION OF CUP’S LIFTED BY SUMMIT COUNTY COUNCIL.

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VIOLATION #: 6

DEPARTMENT: ENGINEERING

DATE OF VIOLATION: 10/07/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

FAILURE TO WIDEN LOWER BOWL ROAD BY 10/15/2025

DESCRIPTION OF VIOLATION:

NO APPROVED PERMITS, ABANDONED APPLICATION, ROAD LAYING PROHIBITED FROM OCTOBER 15 TO MAY 1

CONDITIONAL USE PERMIT & CONDITION #: NURSERY # 14

REMEDIAL ACTION REQUIRED:

COMPLETE TRAFFIC STUDY PER DIRECTION & TIMELINE OF COUNTY ENGINEER
OBTAIN ALL NECESSARY PERMITS PER DIRECTION OF COUNTY ENGINEER
WIDEN THE ROAD PER DIRECTION OF COUNTY ENGINEER

CURE PERIOD: ROAD WORK TO BEGIN MAY 1, 2026
ROAD WORK TO CONCLUDE NO LATER THAN JULY 1, 2025

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

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VIOLATION #: 7

DEPARTMENT: ENGINEERING

DATE OF VIOLATION: 10/07/2025

VIOLATION: CONDITIONAL USE PERMIT VIOLATION

NO REQUIRED RECLAIMATION PLAN OR BOND

DESCRIPTION OF VIOLATION:

RECLAIMATION PLAN AND BOND REQUIRED BY CUP NEVER SUBMITTED

CONDITIONAL USE PERMIT & CONDITION #: RECYCLE CENTER # 9

REMEDIAL ACTION REQUIRED:

SUBMIT RECLAIMATION PLAN AND POST BOND TO ENGINEERING DEPARTMENT

CURE PERIOD: 6 MONTHS (APRIL 15, 2025)

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

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VIOLATION #: 8

DEPARTMENT: CODE ENFORCEMENT

DATE OF VIOLATION: 10/07/2025

VIOLATION: BUSINESS LICENSE VIOLATION

DESCRIPTION OF VIOLATION: FALSE LICENSE RENEWAL, FAILURE TO OBTAIN PERMITS

CONDITIONAL USE PERMIT & CONDITION #: N/A

REMEDIAL ACTION REQUIRED:

APPLICANT SHALL NOT PROVIDE FALSE INFORMATION TO CLERK'S OFFICE IN BUSINESS LICENSE 2026 RENEWAL APPLICATION BY ATTESTING TO HAVING REQUIRED PERMITS IF ALL REQUIRED PERMITS HAVE NOT BEEN OBTAINED.

CURE PERIOD: 6 MONTHS (APRIL 15, 2025)

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: NO

See "Mimbach Conditional Use Permit Review and Possible Revocation August 21, 2025" staff report for details on CUP Conditions.
See Summit County Code for relevant code section language: https://www.summitcountyutah.gov/2583/Summit-County-Code

VIOLATION #: 9

DEPARTMENT: PLANNING

DATE OF VIOLATION: 10/07/2025

VIOLATION: UNPERMITTED ACCESSORY BUILDING

DESCRIPTION OF VIOLATION: RV PARKED MORE THAN 6 MONTHS

CONDITIONAL USE PERMIT & CONDITION #: N/A

REMEDIAL ACTION REQUIRED: MOVE RV

CURE PERIOD: IMMEDIATE EFFECT

RE-INSPECTION REQUIRED: YES

FINE AMOUNT: $250 PER DAY

STOP WORK & CEASE OPERATIONS ORDER: **YES** (CUP SUSPENSION)

STOP WORK AND CEASE OPERATIONS NOT NECESSARY FOR LIFE SAFETY & CRITICAL PRESERVATION OF PROPERTY OR APPROVED SITE REMEDIATION UNTIL ALL PERMITS ARE OBTAINED, NOV'S RESOLVED AND SUSPENSION OF CUP'S LIFTED BY SUMMIT COUNTY COUNCIL.

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ENFORCEMENT OFFICER:

SCOTT BUCHANAN
SUMMIT COUNTY CODE ENFORCEMENT
sbuchanan@summitcountyutah.gov
435-336-3125 (Office)

DATE ISSUED: 10/16/2025

DEPARTMENT: Code Enforcement/Planning/Community Development

METHOD OF SERVICE:

EMAIL TO KYLE REEDER, ATTORNEY TO OWNERS kyle@cannonlawgroup.com
EMAIL TO JARED CARLSON, OWNER jared.clayton@icloud.com
EMAIL TO KIRSTEN CARLSON, OWNER offthegridproperty@gmail.com
EMAIL TO KYLEE MIMBACH, OPERATOR kylee@mimbach.com

CERTIFIED MAIL TO KYLE REEDER 124 S 600 E Salt Lake City, UT 84102
CERTIFIED MAIL TO KYLEE MIMBACH P.O. Box 634 Oakley, UT 84055

POSTED TO SITE VIA HAND DELIVERY BY SUMMIT COUNTY CODE ENFORCEMENT OFFICER SCOTT BUCHANAN

DATE OF SERVICE:

EMAILS 10/16/2025
CERTIFIED MAILS REQUESTED 10/16/2025
POSTING 10/17/2025

See "Mimbach Conditional Use Permit Review and Possible Revocation August 21, 2025" staff report for details on CUP Conditions.
See Summit County Code for relevant code section language: https://www.summitcountyutah.gov/2583/Summit-County-Code

Outlook

NOTICE OF VIOLATION OF CONDITIONAL USE PERMIT & NOTICE OF VIOLATION

From Scott Buchanan <sbuchanan@summitcountyutah.gov>

Date Thu 2025-10-16 6:18 PM

To Kyle Reeder <kyle@cannonlawgroup.com>; Jared Clayton <jared.clayton@icloud.com>; Browns Canyon Lodge Park City <offthegridproperty@gmail.com>; Kylee Mimbach <kylee@mimbach.com>

Cc Helen Strachan <hstrachan@summitcountyutah.gov>; Amir Caus <acaus@summitcountyutah.gov>; Peter Barnes <pbarnes@summitcountyutah.gov>; Ray Milliner <rmilliner@summitcountyutah.gov>; Zachary Jones <zjones@summitcountyutah.gov>; Tom James <tjames@summitcountyutah.gov>; Nathan Brooks <nbrooks@summitcountyutah.gov>; Andy R. Davis <adavis@summitcountyutah.gov>; Mary Maxwell <mmaxwell@summitcountyutah.gov>; Spencer Nielson <snielson@summitcountyutah.gov>; Jarime Nance <jnance@summitcountyutah.gov>; Brandon C. Brady <bbrady@summitcountyutah.gov>; Jackson Coleman <jcoleman@southsummitfd.gov>; Lynda Viti <lviti@summitcountyutah.gov>; Kelsey Christiansen <kchristiansen@summitcountyutah.gov>; msullivan@utah.gov <msullivan@utah.gov>; Tim Loveday <tloveday@summitcountyutah.gov>; Bridget Conway <bconway@summitcountyutah.gov>; Torrie Fa'avale <torrie.faavale@summitcountyutah.gov>; Evelyn Furse <efurse@summitcountyutah.gov>

2 attachments (387 KB)

MIMBACH NOV.CUP 10.16.2025 .pdf; MIMBACH NOV 10.16.2025 .pdf;

Greetings,

Please find two documents attached to this email.

The first document, titled MIMBACH NOV.CUP 10.16.2025, is the "Notice of Violation" associated with the Summit County Council's proceedings on the revocation of the conditional use permits issued to 7550 Lower Bowl Road on October 15, 2025.

The second document, titled MIMBACH NOV 10.16.2025, is the "Notice of Violation" associated with violations of Summit County code NOT associated with the Summit County Council's proceedings on the revocation of the conditional use permits issued to 7550 Lower Bowl Road on October 15, 2025.

As we sort out our communications protocol for these matters moving forward, please have Mr. Reeder direct questions to Deputy County Attorney Helen Strachan until further notice.

Regards,

Scott Buchanan
Code Enforcement Officer
Summit County Planning & Zoning Department
P.O. Box 128
Coalville, UT 84017
435-336-3125

URL: https://www.summitcountyutah.gov/307/Planning-Zoning

SUMMIT COUNTY, UTAH
ORDINANCE NO. 1005

AN ORDINANCE OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, ENACTING TITLE 3, CHAPTER 3K TO THE SUMMIT COUNTY CODE, EMERGENCY SERVICES SALES TAX

PREAMBLE

WHEREAS, the Utah Legislature enacted Utah Code Title 59, Chapter 12, Part 8, which allows a county of the third class "to impose a sales and use tax up to 1%" within the county for the purpose of funding "activities to mitigate the impacts of visitors within the county," including "emergency medical services, sold waste disposal, search and rescue activities, law enforcement activities, or fire protection services," (the "Emergency Services Sales Tax"); and,

WHEREAS, Summit County is a county of the third class; and,

WHEREAS, Summit County's registered voters voted in favor of the Emergency Services Sales Tax during the 2024 General Election; and,

WHEREAS, following discussions with the Summit County Council, Summit County filed with the Utah State Tax Commission a Notice of Change in Sales Tax Rate (TC-62NOC) with respect to the Emergency Services Sales Tax, bearing an effective date of July 1, 2025 (the "Notice of Change in Sales Tax Rate").

NOW, THEREFORE, the County Legislative Body of Summit County, State of Utah, hereby ordains as follows:

Section 1. **Enactment.** Summit County Code, Title 3, Chapter 3K, Emergency Services Sales Tax, which is published as a code in book form, is enacted and adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Summit County Clerk (the "Emergency Services Sales Tax Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Emergency Services Sales Tax Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Emergency Services Sales Tax Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. **Ratification.** The Summit County Council hereby ratifies the Notice of Change in Sales Tax Rate.

Section 4. **Effective Date.** This Emergency Services Sales Tax Ordinance shall take effect on July 1, 2025.

Section 5. **Sunset Date.** Unless the Emergency Services Sales Tax is earlier reauthorized by the Summit County Council and the registered voters of Summit County, this Emergency Services Sales Tax shall sunset on June 30, 2035.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this ____ day of February 2026.

ATTEST:

_____
Evelyn Furse
Summit County Clerk

SUMMIT COUNTY COUNCIL

_____
Canice Harte, Chair

APPROVED AS TO FORM

_____
David L. Thomas
Chief Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Hanson _____
Councilmember Robinson _____
Councilmember Harte _____
Councilmember Armstrong _____
Councilmember McKenna _____

EXHIBIT A

TITLE 3

CHAPTER 3K

EMERGENCY SERVICES SALES TAX

ARTICLE 3K. EMERGENCY SERVICES SALES TAX

SECTION:

3-3K-1: Emergency Services Sales Tax

3-3K-1: EMERGENCY SERVICES SALES TAX:

Pursuant to Utah Code Title 59, Chapter 12, Part 8, effective July 1, 2025, there shall be a five tenths of one percent (0.5%) Emergency Services Sales Tax imposed on all goods and services within Summit County. This Emergency Services Sales Tax shall sunset on June 30, 2035.

MEMORANDUM OF AGREEMENT BETWEEN WASATCH COUNTY, JOVID MARK II, LLC, BLACK ROCK ESTATES MASTER ASSOCIATION, INC., AND SUMMIT COUNTY, CONCERNING A ROAD IMPROVEMENT IN UNINCORPORATED EASTERN SUMMIT COUNTY, UTAH

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2026, (the "Effective Date") by and between **WASATCH COUNTY**, a political subdivision of the State of Utah, whose address is 25 N. Main, Heber City, Utah 84032 ("Wasatch County"), **JOVID MARK II, LLC,** whose address is 7026 S. 900 E., Midvale, Utah 84047 ("Wakara"), **BLACK ROCK ESTATES MASTER ASSOCIATION, INC**. (the "HOA"), and **SUMMIT COUNTY,** a political subdivision of the State of Utah, whose address is 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, ("Summit County"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Wakara is a developer that is building a gated community marketed as "Black Rock Estates" ("BRE") near the Jordanelle Reservoir and located entirely in Wasatch County, Utah; the legal description for BRE is attached as an exhibit to the CC&Rs (defined below); and

WHEREAS, the HOA is the association of owners of BRE; and

WHEREAS, BRE lacks primary access through Wasatch County and is seeking primary access through Summit County; and

WHEREAS, Summit County is the owner of an unpaved Class B County Road locally known as West 200 South ("200 S") which stubs into BRE; and

WHEREAS, the increase in Wakara's construction traffic along the unpaved 200 S has increased dust and otherwise adversely impacted the quality of life for Summit County residents living along the 200 S; and

WHEREAS, Summit County is willing to facilitate primary access through Summit County, as provided for and pursuant to this Agreement; and

WHEREAS, Summit County, Wasatch County, and Wakara seek a mutually acceptable resolution that preserves Wakara's primary access into BRE, provides assurances to Wasatch County to issue building permits to Wakara, and also respects and honors the quality of life for affected Summit County residents along 200 S; and

WHEREAS, Summit County owns Parcel No. CD-421-X ("CD-421-X"), through a structured land purchase for conservation purposes; and

WHEREAS, Summit County is willing to dedicate a portion of CD-421-X as a new public road to enable Wakara to access BRE if Wakara agrees to construct the Access Road (defined below); and

WHEREAS, the Parties desire to enter into this Agreement whereby their respective responsibilities are outlined.

NOW THEREFORE, in consideration of the fulfillment of the mutual promises, terms and conditions set forth, the Parties agree as follows:

1. Summit County's Responsibilities:
    a. Subject to Wakara's Responsibilities outlined in Paragraph 2, below, Summit County will permit Wakara to design, engineer, install, pave, construct, and improve a Class B County Road (the "Access Road") to provide primary access to BRE. The Access Road shall consist of both the Stub Road and the CD-421-X Road (as depicted and labeled in Exhibit 1, attached hereto).
        i. The Access Road will be constructed and paved along the entire route segment depicted in Exhibit 1.
        ii. The Stub Road is that portion of the Access Road extending from the Wasatch County boundary line to the southwestern corner of CD-421-X.
        iii. The CD-421-X Road is that portion of the Access Road to be constructed through CD-421-X.
        iv. The Access Road will be engineered subject to Summit County's standards and specifications in effect as of the Effective Date.
        v. The posted speed limit of the Access Road shall not exceed 30 miles per hour.
        vi. A bike and pedestrian trail through CD-421-X and along the entire Access Road (the "Trail") will be constructed to the Summit County Council's standards. Summit County will dedicate or otherwise secure the right of way needed for the Trail.
        vii. The Trail, Project Fencing (defined below), and the 200 South Restoration (defined below) are hereby defined as part of the Access Road.
    b. Summit County agrees to maintain the Access Road and the Trail, subject to the additional conditions set forth below in Paragraphs (1)(c),(2)(d)-(f), and (2)(l).
    c. On or before November 1 of each year, Summit County will send Wakara or its successor(s) (including the HOA) an annual invoice ("Recurring Invoice"), for Summit County's actual and reasonable operation, maintenance, repair, and replacement expenses for the Access Road and Trail incurred during the preceding twelve (12) month period, as offset by the application of any Class B Road funds distributed to Summit County by the State of Utah, and accompanied by detailed documentation of all expenses.

d. The Summit County Council shall have discretion to approve the final design of both the Access Road and the Trail.
e. Once the Access Road is constructed and open for public use, Summit County will undertake the process under Utah Code § 72-3-108 (or newer) to vacate, abandon, and close that portion of 200 South as depicted in Exhibit 2 (the "200 South Closed Portion").
f. Summit County shall have the right to cure, at Wakara's expense, any deficient performance by Wakara in administering its responsibilities in Paragraph (2), below.
g. Summit County shall have the right to allow future entities to connect to the Access Road, and any such connection shall not offset or otherwise modify the responsibilities of Wakara and HOA under this Agreement.

2. Wakara's and HOA's Responsibilities:
   a. Wakara shall design, engineer, pave, construct, and improve, at its sole expense, both the Access Road and the Trail consistent with Exhibit 1 and as further established in coordination with Summit County's Engineering and Public Works departments. This obligation includes the installation and ongoing maintenance of any storm water facilities, including without limitation, detention ponds that may be required as part of the Access Road's construction. Wakara shall complete the design of the Access Road and Trail on or before July 1, 2026, and submit the same to Summit County for approval. Wakara shall complete the construction of the Access Road on or before December 31, 2028. For purposes of this Agreement, construction of the Access Road is not considered complete until after the Summit County Engineer's inspection and Summit County's acceptance of the Access Road. Wakara agrees to provide and extend a one (1) year warranty on the Access Road.
   b. Wakara will comply with all applicable laws, permits, ordinances, and processes necessary to construct the Access Road according to the deadlines provided for in Paragraph 2a hereinabove and shall use all reasonable diligence to do so.
   c. Wakara agrees, at its own expense, to comply with any and all requirements imposed by the Utah Department of Transportation ("UDOT") as a condition of connecting the Access Road to SR 248. Said requirements may include completion of a traffic study, installation of traffic control device(s), and other items as required by UDOT.
   d. Wakara agrees to pay, on an ongoing basis, all Recurring Invoices for those costs associated with the maintenance of Access Road and the Trial, as described in Paragraph (1) above and as offset by the application of any Class B Road funds distributed to Summit County by the State of Utah. Such costs will include Summit County's reasonable and documented actual expenses incurred during the preceding twelve (12) month period for Access Road and Trail operation, maintenance, repair, and replacement, including without limitation snowplow operations, resurfacing, chip sealing, and/or any other necessary repair,

maintenance, or replacement activities. This obligation rests with Wakara unless and until HOA's creation, and Wakara agrees to vest HOA with responsibility to pay each Recurring Invoice within thirty (30) days of receipt.

e. This Agreement shall be appended to as an exhibit to Wakara's Covenants, Conditions, and Restrictions ("CC&Rs") for HOA, the form of which CC&Rs are attached hereto as Exhibit 3. Pursuant to this Agreement and the CC&Rs, once formed, among other obligations, the HOA shall have the perpetual responsibility to pay each Recurring Invoice. Simultaneously with the execution of this Agreement, Wakara shall record the Amended CC&Rs in the Wasatch County Recorder's Office.

f. Upon recordation of the CC&Rs, the HOA will have the responsibility, in perpetuity, to pay each Recurring Invoice, subject to the HOA's right to audit and dispute any unreasonable charges. In the event of HOA's default on undisputed charges, and following written notice and a 30-day cure period, Summit County shall have the right to seek a default judgment against HOA and take assignment of all lien rights under the CC&Rs to foreclose and collect.

g. Wakara will pay to restore the 200 South Closed Portion depicted in Exhibit 2 to its natural state once the same is formally vacated and abandoned by Summit County (the "200 South Restoration"). The 200 South Restoration will include all necessary deconstruction (including removal and proper disposal of any fences as Wakara may be directed by the Summit County Public Works Department), grading, and revegetation to Summit County's standards. The 200 South Restoration will also include replacement of the topsoil and reseeding. Wakara will use grubbings cleared for installation of the CD-421 Road portion of the Access Road as part of the 200 South Restoration.

h. Wakara will install, at its own expense, any and all fencing that will be required by Summit County along the Access Road and Trail ("Project Fencing") . The Summit County Council shall have final authority over fencing location, and all fencing shall be compliant with the Utah Division of Wildlife Resources wildlife fencing standards and support the conservation values of the Ure Ranch open space. Project Fencing shall be constructed pursuant to specifications provided by Summit County's Lands and Natural Resources Director.

i. Wakara's ongoing emergency access shall be through Tuhaye's subdivision, as depicted in Exhibit 4. Tuhaye's agreement to this access is evidenced in those prior recorded documents which are compiled and attached hereto as Exhibit 5.

j. Until the Access Road is dedicated and open to public traffic, Wakara shall, at its sole expense, maintain 200 South to keep it smooth and accessible, and shall regularly engage in dust mitigation such as watering and grading the road surface.

k. In the event that Wakara and/or the HOA fail(s) to timely pay to Summit County any monetary amounts due, Wakara and/or the HOA shall pay a late fee equal to ten percent (10%) (a "Late Fee") and default interest at the rate of (15%) per annum, compounded annually, or the "prime lending rate" published from time to time by the *Wall Street Journal* or other financial publications, plus 400 basis points per

annum, compounded annually (provided that the interest rate cannot exceed the maximum rate allowed by Utah Law), from the due dates on any amounts due (including Late Fees) to and including the date on which Summit County actually receives such payments.

l. In the event Wakara fails to complete the Access Road on or before December 31, 2028, Summit County shall have the right to complete the Access Road at Wakara's expense, and shall be entitled to seek reimbursement pursuant to the County's lien right under the CC&Rs and Paragraph 2(d).

3. Wasatch County's Responsibilities:
   a. Wasatch County acknowledges and agrees that the duties and responsibilities of Summit County and Wakara, as expressly contained herein, provide sufficient assurances to Wasatch County that Wasatch County will not decline to issue building permits to Wakara due to this road access issue.
   b. With Wakara's agreement to install the Access Road and upon execution of this Agreement by all Parties, Wasatch County hereby waives any and all claim(s) it may have against Summit County for abandoning that portion of 200 South as depicted on Exhibit 2 (thereby effectively closing 200 S to construction traffic consistent with paragraph 1 (e)).
   c. Wasatch County shall withhold building permits from Wakara in the event Wakara fails to meet its performance deadlines under Paragraph 2(a).

4. Joint Responsibilities (to be shared between the Parties):
   a. The Parties agree to resolve any dispute(s) arising under this Agreement in good faith. Any dispute shall be communicated to each Party's principal under the Notice provisions of Paragraph 9, below, and shall be handled pursuant to Paragraph 22, below.
   b. The Parties agree that due to the public safety elements for primary and secondary access related to this Agreement, damages are an inadequate remedy for breach of contract and that the Parties are entitled to specific performance of the provisions of this Agreement.
   c. The Parties agree that until the Access Road is completed, 200 South shall remain a public road open to public use including construction traffic.

5. Administration. The Parties agree that there is no separate entity created by this Agreement to carry out its provisions and to the extent that this Agreement requires administration as set forth herein, it shall be administered by the chief executive officers of the Parties. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

6. Term. Unless earlier terminated as provided for herein, the term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2031. The following paragraphs shall survive expiration of this Agreement: 1(b), 1(c), 1(e)-(g) 2(d)-(f), 2(i), 2(k)-(l), 3, 4, 6, 9, 13-17, 20-22, and 24. Notwithstanding any other provision of this Agreement to the contrary,

a. Wakara may terminate this Agreement by giving written notice to the other Parties, if, despite using commercially reasonable efforts, Wakara is unable to obtain all necessary approvals and permits for construction of the Access Road from the applicable governmental authorities, including, without limitation, the Utah Department of Transportation, on or before December 31, 2026.

b. Summit County may terminate this Agreement by giving written notice to the other Parties, if (i) Wakara fails to timely perform its obligations as outlined in Paragraph 2(a) hereinabove.

c. Termination shall be effective upon delivery of written notice to the Parties.

7. No Third-Party Beneficiary. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action for any cause whatsoever. Nothing in this Agreement should be construed to amend or relieve any third party, including neighboring landowners or developers, from existing obligations to Wasatch County or Wakara, including obligations to share in the costs and obligations Wakara and/or the HOA assumes under this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the Parties and shall not be modified or changed in any manner except by an instrument in writing executed by both Parties.

9. Notices. All notices, demands, requests and other writings required or permitted to be given shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

Wakara
Attn: Richard Wolper
7026 S. 900 E.
Midvale, Utah 84047

Wasatch County
Attn: County Manager
25 N. Main Street
Heber City, Utah 84032

HOA
Attn: Richard Wolper
7026 S. 900 E.
Midvale, Utah 84047

10. No Agency Relationship. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the Parties. Except as expressly provided by this Agreement, no Party shall have, nor shall it hold itself out as having any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the another Party, or to pledge another Party's credit or extend credit in another Party's name, unless the other Party consents thereto in advance in writing. No

Party shall disseminate any written or oral press releases, advertisements or other communications representing itself as an authorized representative of another Party. Except as expressly provided herein, no Party shall have the right to exercise any control whatsoever over the activities or operations of another Party.

11. Authorization to Execute Agreement. The persons executing this Agreement represent and warrant that they are duly authorized representatives of the Parties, and that by their execution of this Agreement, it becomes the binding obligation of each Party, not subject to any contingencies or conditions, except as specifically provided in this Agreement.

12. Provisions Binding. Except as otherwise expressly provided herein, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns, respectively, of the Parties.

13. Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Utah.

14. Waiver. Any waiver by any party hereto of any breach of any kind or character whatsoever by another Party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of another Party.

15. Default and Cure. In the event of default on the part of any Party to this Agreement, that Party shall be liable for all reasonable costs and expenses incurred by a Party in enforcing the provisions of this Agreement, whether or not legal action is instituted. A Party claiming another Party is in default under this Agreement shall provide the defaulting Party written notice of the default and an opportunity to cure within fifteen (15) days after the written notice thereof is received by the defaulting Party before declaring a breach of this Agreement or pursuing any legal or equitable remedies. In the event that the default is not reasonably curable within fifteen (15) days using due diligence, then so long as the defaulting Party is diligently pursuing such cure to completion, the non-defaulting Party may not declare a breach of this Agreement. Summit County shall have the ongoing right to enforce against HOA if necessary, pursuant to Paragraph 2(e).

16. Non-Severability. Each and every covenant and agreement contained in this Agreement is integrated with and integral to the whole and shall not be severable from the remainder of this Agreement. Should any provision of this Agreement be found to be invalid or unenforceable, this entire Agreement shall be void.

17. Indemnification; Liability. Summit County and Wasatch County are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 through 904. Wakara agrees to indemnify, defend, and save harmless Summit County and Wasatch County from and against third-party claims, suits and costs, including reasonable attorney fees for

injury or damage of any kind, arising out the negligent acts, errors, or omissions of Wakara's officers, agents, contractors or employees in constructing the Access Road and Trail. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act of Utah, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

18. Compliance with Laws. Each Party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

19. Counterparts. For convenience of the Parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

20. Assignment. Any attempted transfer or assignment of the rights or obligations of either Party under this Agreement shall be null and void unless approved, in writing, by the other Parties prior to such transfer or assignment; provided, however, that Summit County will not unreasonably withhold its consent to any assignment.

21. Modification. This Agreement may not be modified except by express amendment hereto, in writing, signed by the Parties.

22. Mandatory Mediation. Any disagreement, dispute, or claim arising out of or relating to this Agreement which cannot be settled by the Parties hereto shall first be attempted to be settled through mediation before any Party may file an action in court. This paragraph shall survive the expiration or earlier termination of this Agreement.

23. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to its subject matter, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

24. Legal Fees. In the event of a dispute among the Parties, the pre-vailing Party(ies) shall be entitled collect attorneys' fees and court costs from the non-prevailing Party(ies).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SUMMIT COUNTY,
A political subdivision of the State of Utah

Approved as to Form:

By:_____ _____
Canice Harte Ryan P.C. Stack
Chair, County Council Deputy County Attorney

JOVID MARK II, LLC,
A Utah limited liability company

By:_____
Richard Wolper
Manager, Jovid Mark II, LLC

BLACK ROCK ESTATES MASTER ASSOCIATION, INC.,
A _____

By:_____
Print Name: _____
Its:

WASATCH COUNTY,
A political subdivision of the State of Utah

Approved as to Form:

By: _____ _____
Dustin Grabau Scott Sweat
Wasatch County Manager County Attorney

EXHIBIT 1
TO
MEMORANDUM OF AGREEMENT

GRAPHIC DEPICTION
OF
THE ACCESS ROAD

[SEE ATTACHED]

EXHIBIT 2
TO
MEMORANDUM OF AGREEMENT

GRAPHIC DEPICTION
OF
THE 200 SOUTH CLOSED PORTION

[SEE ATTACHED]

EXHIBIT 3
TO
MEMORANDUM OF AGREEMENT

FORM OF CC&Rs

[SEE ATTACHED]

EXHIBIT 4
TO
MEMORANDUM OF AGREEMENT

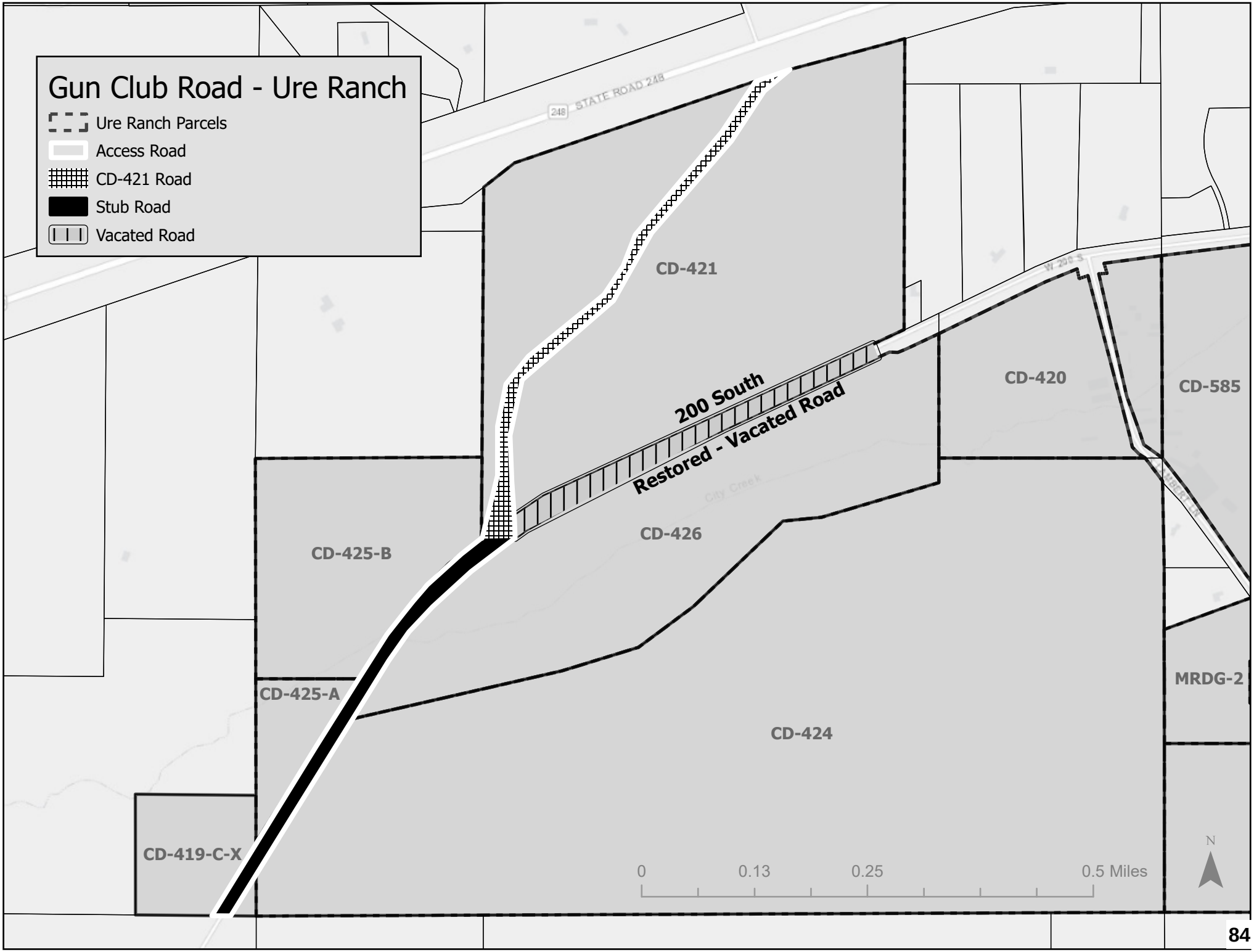
GRAPHIC DEPICTION
OF
BRE'S
EMERGENCY ACCESS
THROUGH TUHAYE

[SEE ATTACHED]

EXHIBIT 5
TO
MEMORANDUM OF AGREEMENT

RECORDED DOCUMENTS EVIDENCING EMERGENCY ACCESS THROUGH TUHAYE

[SEE ATTACHED]


Gun Club Road - Ure Ranch
Ure Ranch Parcels
Access Road
CD-421 Road
Stub Road
Vacated Road
248 STATE ROAD 248
CD-421
200 South
Restored - Vacated Road
CD-420
CD-585
CD-425-B
CD-426
CD-425-A
CD-424
MRDG-2
CD-419-C-X
0
0.13
0.25
0.5 Miles
N

Gun Club Road - Ure Ranch
Ure Ranch
New Construction
Vacated Road (Restored 200 S)
New Pavement (200 S)
New Road Construction
CD-421
CD-420
200 South
Restored - Vacated Road
CD-426
CD-425-B
New Asphalt
CD-424
CD-425-A
UGRC

When Recorded, Please Return To:

Jovid Mark II, LLC
7026 South 900 East
Midvale, Utah 84047

MASTER DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS, AND RESTRICTIONS

FOR

BLACK ROCK ESTATES, A PLANNED COMMUNITY

LOCATED IN

WASATCH COUNTY, UTAH

MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR BLACK ROCK ESTATES

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR BLACK ROCK ESTATES (this "***Master Declaration***") is made as of this _____ day of _____, 2026, by JOVID MARK II, LLC, a Utah limited liability company ("***Declarant***"). Capitalized terms in in this Master Declaration are defined in Article 1 unless otherwise defined herein.

***R E C I T A L S*:**

A. Declarant owns that certain real property containing approximately 180.77 acres located in Wasatch County, State of Utah, described on Exhibit A, attached hereto and incorporated herein, and which is depicted on the site plan attached hereto and incorporated herein as Exhibit B (the "***Property***").

B. It is contemplated that the Property will be developed, in phases, with improvements, facilities and amenities that will benefit all of the various Parcels as a development known as Black Rock Estates.

C. When fully developed it is intended, without obligation, that the Development will collectively have several residential neighborhoods or communities that may be composed of single-family and townhomes, and/ or condominiums, along with a club house, open spaces, walkways, one or more trail systems, and other common facilities.

D. The Declarant intends to preserve the natural setting of the Development through the use of a coordinated plan of development and the terms of this Master Declaration. It is anticipated that the plan will provide for comprehensive land planning and professionally designed landscaping and improvements. It is assumed that each purchaser of a Unit in the Development will be motivated to preserve these qualities though community cooperation and by complying with not only the letter but also the spirit of this Master Declaration. This Master Declaration is designed to complement local governmental regulations, and where conflicts occur, the more restrictive requirements shall prevail.

E. To establish efficient management and to preserve the value and appearance of the Development, the Declarant has created a nonprofit corporation that would be assigned the powers and delegated the duties of (i) managing certain aspects of the Development, (ii) maintaining and administering the Master Common Area, (iii) administering, collecting and disbursing funds pursuant to the provisions regarding Assessments and charges hereinafter created and referenced, and (iv) performing such other acts that generally benefit the Development and the Owners. The Black Rock Estates Master Association, Inc., a Utah nonprofit corporation (the "***Master Association***"), has been incorporated under the Laws of the State of Utah for the purpose of exercising the powers and functions aforesaid.

F. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners, Mortgagees, Lessees, Occupants, residents or other holders of an interest in the Development, or any part thereof, certain easements and rights and certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of the various Parcels and communities or Neighborhoods within the Development other than the Developer Areas, which are reserved to Declarant.

G. Declarant desires and intends that the Owners, Mortgagees, Lessees, Occupants, residents and other Persons hereafter acquiring any interest in or otherwise utilizing Property within the Development, shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Development.

H. By this Master Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Development (other than the Developer Areas reserved to Declarant) and the interests therein conveyed and to establish thereon a planned community.

I. In order to cause this Master Declaration to run with the land comprising the Development and to be binding upon the Development and the Owners thereof from and after the date of this Master Declaration is Recorded, Declarant hereby makes all conveyances within the Development (other than the Developer Areas reserved to Declarant) to the Master Association, whether or not so provided in the conveying instruments, subject to the covenants herein set forth; and by accepting deeds, leases, easements or other grants or conveyances to any portion of the Development, the Owners and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the Covenants (including but not limited to the obligation to pay Assessments) hereinafter set forth except to the extent such Persons are specifically excepted therefrom.

J. The project created by this Master Declaration is not a cooperative.

NOW, THEREFORE, Declarant does hereby declare and establish the following covenants, conditions, easements, and restrictions:

ARTICLE 1
Definitions

1.1 "***Act***" means the Community Association Act (U.C.A. §§ 57-8a-101 et seq.), as amended from time to time.

1.2 "***Action***" has the meaning ascribed to it in Section 13.17.6.9.

1.3 "***Additional Land***" means and consists of any other real property as described in Exhibit C that Declarant or Declarant's Affiliate now owns or in the future may own and/or which

will be part of the Development and subject to this Master Declaration. This Master Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon the Additional Land unless and until such land is incorporated as part of the Development in accordance with the provisions of this Master Declaration.

1.4 "***Amount Owing***" has the meaning ascribed to it in Section 13.14.

1.5 "***Annexation***" has the meaning ascribed to it in Section 11.1.

1.6 "***Architectural Control Committee***" or "***ACC***" means the Architectural Control Committee established by the Master Association.

1.7 "***Architectural Guidelines***" mean those guidelines described in, Section 14.3 of this Master Declaration.

1.8 "***Area of Common Responsibility***" means the Master Common Area, together with those areas, if any, which by the terms of this Master Declaration, a development agreement, Plat designation or other agreement with a Municipal Authority become the responsibility of the Master Association, such as any parks, trails, roads, etc. The office of the property manager contracting with the Master Association, if located within the community, or any public rights-of-way within or adjacent to community, may be part of the Area of Common Responsibility.

1.9 "***Articles of Incorporation***" or "***Articles***" mean the Articles of Incorporation of Black Rock Estates Master Association, Inc., a Utah nonprofit corporation, as filed with the Division of Corporations, Department of Commerce of the State of Utah, and as the same may be from time to time amended or supplemented.

1.10 "***Assessment***" means the assessments levied against, or charges imposed or levied by the Master Association on or against a Unit or an Owner (or a Neighborhood Assessment) pursuant to the terms of this Master Declaration or any other Governing Document, including, but not limited to Base Assessments, Neighborhood Assessments, and Special Assessments.

1.11 "***Association Warranty***" or "***Association Warranties***" has the meaning ascribed to it in Section 13.17.2.

1.12 "***Base Assessment***" means the Assessments levied against all Units within the Development or Neighborhood Associations to fund Common Expenses.

1.13 "***Board***" means the Board of Directors of the Master Association, elected in accordance with the Articles and Bylaws of the Master Association.

1.14 "***Bound Party***" has the meaning ascribed to it in Section 13.17.6.1.

1.15 "***Bulk Provider***" means a private, public or quasi-public utility or other company which provides, or proposes to provide, cable television, satellite television, high speed internet, security monitoring or other electronic entertainment, information, communication or security

services, or concierge or other personal services to the Owners, Occupants, or Units within the community pursuant to a Bulk Service Agreement.

1.16 "***Bulk Service Agreement***" means an agreement between the Master Association and a Bulk Provider pursuant to which the Bulk Provider would provide cable television, satellite television, high speed internet, security monitoring or other electronic entertainment, information, communication or security services, or concierge or other personal services, to Owners, Occupants or Units within the Development.

1.17 "***Bylaws***" mean and refer to the Bylaws of the Master Association, attached hereto as Exhibit E and incorporated herein by reference, as they may be amended from time to time.

1.18 "***Claim***" (or collectively, "***Claims***") means any and all claims, demands, suits, Actions, causes of action, counterclaims, judgments, liabilities, losses, damages, costs, and expenses, including, but not limited to, attorney's fees and costs.

1.19 "***Class A Members***" shall mean the Class A-1 Members and Class A-2 Members, entitled to membership in the Master Association.

1.20 "***Class A-1 Members***" shall mean the members of the Cottages Neighborhood Association entitled to membership in the Master Association.

1.21 "***Class A-2 Members***" shall mean the members of the SFH Neighborhood Association entitled to membership in the Master Association.

1.22 "***Class B Member***" shall mean the Declarant until the expiration of the Period of Administrative Control.

1.23 "***Common Area***" means, collectively, the Master Common Area, any Neighborhood Common Area, and any Limited Common Areas, but excluding any Developer Areas.

1.24 "***Common Expenses***" mean and include the actual and estimated expenses incurred by the Master Association for the general benefit of all Neighborhood Associations and Owners within the Development, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Master Declaration, the Bylaws, and the Articles of Incorporation of the Master Association, and may include, without limitation, when determined by the Board, expenses associated with the Master Common Facilities, wages of any Master Association employees (including fees for any Manager), expenses incurred in connection with the Summit County Road Agreement and the Summit County Improvements, and expenses incurred in bringing or defending lawsuits and other litigation expenses.

1.25 "***Compliance Inspection***" has the meaning ascribed in Section 6.3.5.

1.26 "***Cottage Units***" shall mean the Units containing a condominium unit located within the Cottages Neighborhood.

1.27 "***Cottages Neighborhood Association***" shall mean The Cottages at Black Rock Estates Homeowners Association, Inc., a Utah nonprofit corporation.

1.28 "***Declarant***" means Jovid Mark II, LLC, a Utah limited liability company, or its successors, successors-in-title or assigns who take title to any portion of the Development and which is designated as Declarant hereunder in a Recorded instrument executed by the immediately preceding Declarant.

1.29 "***Declarant Affiliates***" or "***Declarant Affiliate***" mean(s) any entity controlling, controlled by, or under common control with Declarant or any entity in which a principal of Declarant has an interest.

1.30 "***Declarant's Representative***" has the meaning ascribed in Section 17.19.

1.31 "***Delinquent Party***" has the meaning ascribed to it in Section 13.13.

1.32 "***Developer Areas***" means all of the real and personal property owned and operated by Declarant as further described in Section 3.3.

1.33 "***Development***" means Black Rock Estates, which is composed of all the Property which is described in Exhibit A and depicted in Exhibit B, together with all easements, rights-of-way, and other rights appurtenant to or accompanying the above-referenced real property, and any Additional Land which is hereafter made subject to this Master Declaration.

1.34 "***Development Governing Bodies***" has the meaning ascribed to it in Section 6.5.

1.35 "***Director***" means a member of the Board.

1.36 "***Eligible Holder***" has the meaning ascribed to it in Section 18.1.

1.37 "***Environmental Laws***" mean all present and future Laws, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Substances.

1.38 "***Governing Documents***" means all documents and applicable provisions thereof as set forth in this Master Declaration, any Supplemental Declaration, the Bylaws and Articles of Incorporation of the Master Association, Rules and Regulations, Architectural Guidelines, the Summit County Road Agreement, all written decisions and resolutions of the ACC and the Board, and any lawful amendments to any of the foregoing.

1.39 "***Hazardous Substances***" mean any substance: (a) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or containment under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise

hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

1.40 "***HB82***" has the meaning ascribed to it in Section 16.3.

1.41 "***Improvements***" means any improvement now or hereafter constructed within the community and includes anything that is a structure and appurtenances thereto of every type and kind, including but not limited to any (a) home, twin home, townhouse, building, shed, hot tub, screening wall, accessory building, fence, or wall; (b) any walkway, garage, road, driveway or parking area; (c) any mailbox, sign, covered patio, stairs, deck, fountain, artistic work, craft work, figurine, ornamentation or embellishment of any type or kind (whether or not affixed to a structure or permanently attached to a Unit); (d) any radio or television antenna or receiving dish; (e) any paving, exterior lights, curbing, trees, shrubs, hedges, grass, windbreak, or other Landscaping Improvements of every type and kind; (f) any excavation, fill, retaining wall or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel, and related fixtures and equipment; and (g) any other structure of any kind or nature.

1.42 "***Landscaping***" has the meaning ascribed to it in Section 6.3.2.

1.43 "***Laws***" or individually "***Law***" mean any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the term and applicable to the Development or the Unit and the Owner's use thereof, including, but not limited to, building, fire and safety codes and regulations, building permits, conditional use permits, and certificates of occupancy.

1.44 "***Lease***" has the meaning ascribed to it in Section 13.14.

1.45 "***Lessee***" means the lessee or tenant under a Lease (including any nightly or short-term rental), oral or written, of any Unit, including an assignee of the lessee's or tenant's interest under a Lease.

1.46 "***Limited Common Area***" means any Master Common Area or Neighborhood Common Area located on a Parcel or within the Development that exclusively serves a particular Unit within the Development or that is designated as Limited Common Area by Declarant or the Master Association. Such areas may also be highlighted/cross hatched on the Plat, as limited common area.

1.47 "***Limited Common Area Improvements***" means patios, decks, hot tubs, fixed barbeque equipment (i.e., not readily mobile), playground equipment, trampolines, and other such outdoor Improvements that are placed within the Limited Common Area.

1.48 "***Manager***" means such Person retained by the Board to perform certain functions of the Board and the Master Association pursuant to this Master Declaration.

1.49 "***Master Association***" means the Black Rock Estates Master Association, Inc., a Utah nonprofit corporation, its successors or assigns.

1.50 "***Master Common Area***" means the real property owned by the Master Association upon which Master Common Facilities are located. The Master Common Area does not include any Neighborhood Common Area.

1.51 "***Master Common Facilities***" or "***Master Common Facility***" means all real and personal property, including, but not limited to, the Improvements, structures, buildings, and facilities located on any Master Common Area that the Master Association now or hereafter owns or otherwise holds for the common use, enjoyment and/or benefit of all Owners of the Development, which is so designated by Declarant in Declarant's sole discretion, including, but not limited, any trails and club house and related facilities.

1.52 "***Master Declaration***" means this Master Declaration of Covenants, Conditions, Easements, and Restrictions for Black Rock Estates.

1.53 "***Master Development Agreement***" means that certain Wakara Ridge Project Development Agreement dated as of April 10, 2024 entered into by and among Wasatch County and Declarant, as recorded in Book 1471, Page 1219 of the Wasatch County Recorder's Office.

1.54 "***Member***" means the Class A Members and the Class B Members entitled to membership in the Master Association as provided herein.

1.55 "***Mortgage***" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, any security agreement, or loan agreement.

1.56 "***Mortgagee***" means a beneficiary or holder of a Mortgage.

1.57 "***Municipal Authority***" means any applicable governmental entity, political subdivision, or municipality that has jurisdiction over all or some part of the Development, including without limitation Wasatch County, Utah, and with respect to the Summit County Road Agreement, Summit County, Utah.

1.58 "***Neighborhood***" means a group of Parcels designated as a neighborhood or community within the Development that are governed by a Neighborhood Declaration. It is contemplated that there will be two Neighborhoods: the "***Cottages Neighborhood***", comprising the community where the Cottage Units are located, and the "***SFH Neighborhood***", comprising the community where the SFH Units are located, each of which shall be governed by its own Neighborhood Association and Neighborhood Declaration in addition to the Master Association and this Master Declaration.

1.59 "***Neighborhood Assessments***" means Assessments levied by the Master Association against a Neighborhood Association pursuant to the terms of this Master Declaration.

1.60 "***Neighborhood Association***" means an association established to operate, manage, administer and maintain Neighborhood Common Area within a Neighborhood within the Development.

1.61 "***Neighborhood Common Area***" means those portions of the Common Area exclusively benefitting a Neighborhood, as it may be designated from time to time by the Declarant or the Master Association.

1.62 "***Neighborhood Declaration***" means a Declaration of Covenants, Conditions, Easements, and Restrictions that may be established for a Neighborhood and Recorded in the public records for such Neighborhood. It is contemplated that there shall be two Neighborhood Declarations: the "***Cottages Neighborhood Declaration***" governing the Cottages Neighborhood, and the "***SFH Neighborhood Declaration***" governing the SFH Neighborhood.

1.63 "***Notice of Claim***" has the meaning ascribed to it in Section 13.17.6.4.

1.64 "***Notice of Sale***" has the meaning ascribed to it in Section 13.11.

1.65 "***Occupant***" means any Person other than an Owner, who has actual use, possession or control of a Unit or any portion thereof within the Development.

1.66 "***OTARD***" has the meaning ascribed to it in Section 15.8.

1.67 "***Owner***" shall mean and refer to one (1) or more Persons who hold the record title to any Parcel which is part of the Development, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is subject to a written Lease with a term in excess of one (1) year and the Lease specifically so provides, then, upon filing a copy of the Lease with the Board, the Lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Master Association; provided that Occupants of any accessory dwelling units, or sublessees of a portion of a Unit, shall not be considered Owners hereunder

1.68 "***Owner Warranty***" or "***Owner Warranties***" has the meaning ascribed to it in Section 13.17.3.

1.69 "***Parcel***" means each subdivided lot as set forth on the Subdivision Plat for each Neighborhood or phase of the Development duly Recorded in the Office of the Wasatch County Recorder, State of Utah.

1.70 "***Period of Administrative Control***" means a period of time commencing as of the date of this Master Declaration and expiring upon the earlier of (a) the date that Declarant resigns as the Declarant pursuant to the terms of this Master Declaration and Records an instrument with the Wasatch County recorder's office wherein Declarant voluntarily surrenders all rights to control the activities of the Master Association, and (b) the date that the period of administrative control is required to expire, as set forth in Section 57-8a-502(2) of the Act.

1.71 "***Person***" means a natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity.

1.72 "***Plat***" means the Recorded plat creating subdivided Parcels within the Development, as may be amended from time to time.

1.73 "***Property***" has the meaning ascribed to it in Recital A.

1.74 "***Public View***" means, as to each Unit, visibility of a location on the Parcel or exterior of the Unit from a street or the Master Common Area or any Neighborhood Common Area.

1.75 "***Reasonably Available***" has the meaning ascribed to it in Section 7.1.9.

1.76 "***Record*," "*Recording*," "*Recorded*" and "*Recordation***" means placing or having placed an instrument of public record in the official records of Wasatch County, Utah.

1.77 "***Regulated Modification***" means (without implication that any particular matter is permitted or prohibited by this Master Declaration and without limitation as to Article 13 of this Master Declaration as set forth below) the commencement, placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, Improvement, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing within the community as of the date of establishment of the Regulated Modification, excluding any such matters or activities conducted by Declarant or Master Association, but including by way of illustration and not of limitation:

1.77.1 any building, garage, porch, shed, bathhouse, hot tub, coop or cage, covered or uncovered patio, children's play fort or play set and any other recreational devices or equipment used outside of a Unit, fence, wall or other screening device, curbing, paving, wall, trees, shrubbery and any other Landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters, and any other temporary or permanent modification or alteration;

1.77.2 any other building, structure, Improvement, thing or device, and any activities related thereto and any usage thereof, as specified from time to time by applicable Architectural Guidelines, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the community.

1.77.3 any modifications to the structural, mechanical, or electrical elements, systems or components of a Unit.

1.78 "***Reinvestment Fee***" has the meaning ascribed to it in Section 13.6.1.

1.79 "***Related Parties***" means and applies as follows:

1.79.1 Lessees or other Occupants of each Owner's Unit are Related Parties of that Owner, and with respect to each such Owner, tenant or other Occupant, Related Parties include (i) their respective family and other household members (including in particular but without limitation all children and other dependents); (ii) their respective guests, invitees, servants, agents,

representatives and employees; and (iii) all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

1.79.2 Related Parties of an Association, ACC, and Declarant include their respective members, managers, shareholders, officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

1.80 "***Released Persons***" has the meaning ascribed to it in Section 17.15.2.

1.81 "***Rent Application Notice***" has the meaning ascribed to it in Section 13.14.

1.82 "***Rent Payment Notice***" has the meaning ascribed to it in Section 13.14.

1.83 "***Required Work***" has the meaning ascribed to it in Section 6.3.5.

1.84 "***Reserve Fund***" has the meaning ascribed to it in Section 13.5.

1.85 "***Right to Cure Period***" has the meaning ascribed to it in Section 13.17.6.2.

1.86 "***Rules and Regulations***" shall mean the current applicable Rules and Regulations as the same may be supplemented, amended, modified or repealed as provided in Section 12.3 of this Master Declaration.

1.87 "***Sewer District***" has the meaning ascribed to it in Section 12.7.

1.88 "***SFH Units***" shall mean Units containing a single-family residence located within the SFH Neighborhood.

1.89 "***SFH Neighborhood Association***" shall mean Black Rock Estates – Single Family, Inc., a Utah nonprofit corporation.

1.90 "***Special Assessment***" shall mean and refer to Assessments levied in accordance with Section 13.4 of this Master Declaration.

1.91 "***Special Declarant Rights***" shall have the meaning ascribed to it in Section 19.5.

1.92 "***Special Planned Area***" means the Jordanelle Specially Planned Area (JSPA) of which Black Rock Estates is within its Area.

1.93 "***Summit County Road Agreement***" means that certain Memorandum of Agreement Between Wasatch County, Declarant, Summit County, and the Master Association, concerning a Road Improvement in Unincorporated Eastern Summit County, Utah, dated on or about the date hereof, a copy of which is attached hereto as Exhibit "___".

1.94 "***Supplemental Declaration***" shall mean any amendment or supplement to this Master Declaration executed by or consented to by Declarant that subjects additional property to this Master Declaration. A Supplemental Declaration may, but need not, impose, expressly or by

reference, additional restrictions and obligations on the land described therein, or may modify or delete any restriction or obligation of this Master Declaration as the same applies to the land described therein.

1.95 "***Termination Notice***" shall have the meaning ascribed to it in Section 13.13.

1.96 "***Telecommunications Act***" has the meaning ascribed to it in Section 15.8.

1.97 "***Transfer***" has the meaning ascribed to it in Section 13.6.1.

1.98 "***Unit***" means a Parcel and any dwelling unit, house, twin home, townhouse, or Improvements constructed or located thereon. A Unit shall exclude any Master Common Area as well as any Neighborhood Common Area. In case a building or other structure which contains multiple Units, each Unit shall be deemed to be a separate Unit.

1.99 "***Visible Location***" means a location in the community which is in Public View.

ARTICLE 2
Declaration

2.1 Declaration. Declarant hereby declares that all of the real property described in Exhibit A, and any Additional Land and/or Developer Areas that are hereafter subjected to this Master Declaration by any Supplemental Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which shall run with the real property subjected to this Master Declaration and which shall be binding on all parties having any right, title, or interest in the Development or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof. All of the Property within the Development shall be held, sold and conveyed subject to this Master Declaration, including any of the Additional Land and/or the Developer Areas hereafter made subject to this Master Declaration by the Recordation of a Supplemental Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Master Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, Rules and Regulations now or hereafter imposed by this Master Declaration. In addition, each such Person by so doing acknowledges that this Master Declaration sets forth a general scheme for the Development and use of the Development and evidences his, her or its agreement that all the restrictions, conditions, covenants, Rules and Regulations contained in this Master Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, Lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Master Declaration shall be mutually beneficial, prohibitive and enforceable by the Master Association and all Neighborhood Associations and Owners.

2.2 Declarant's Development Rights. Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Declarant's right to

complete development of the Development in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements within the Development. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the Board provided that such waiver shall be for a reasonable period of time. Any such waiver need not be Recorded and shall not constitute an amendment of this Master Declaration.

2.3 Cooperation with Development. The overall development of the Development has been disclosed to each Owner, and each Owner acknowledges the benefit of the overall Development to each Unit. No Neighborhood Association nor any Owner shall oppose any land use applications, building permits, or development of future phases of the Development.

2.4 Conflicts with Law. In the event of any conflicts between the provisions of this Master Declaration and the requirements of the applicable ordinances of any Municipal Authority, the more restrictive provisions shall control.

2.5 Neighborhood Associations. In addition to the Master Association, Declarant intends that the Development shall consist of two or more Neighborhoods, each governed by a Neighborhood Association and Neighborhood Declaration, which shall be subject to and subordinate to this Master Declaration. A Neighborhood may be developed in phases in accordance with the Master Plan.

2.6 No Condominium. Declarant and each Owner hereby agree and understand that the Development is not, by execution and Recording of this Master Declaration, being submitted to the provisions of the Condominium Ownership Act (U.C.A. § 57-8-1, et seq.). This Master Declaration does not constitute a declaration as provided for in the Condominium Ownership Act and the provisions of the Condominium Ownership Act shall not be applicable to the Development, including without limitation all or a portion of the Additional Land and/or Developer Areas made subject to this Master Declaration by the Recordation of one or more Supplemental Declarations; provided however that the Cottages Neighborhood shall be subject to the Condominium Ownership Act upon the recording of the Cottages Neighborhood Declaration by Declarant.

2.7 Development. Unless otherwise determined by Declarant, Declarant in its sole and exclusive discretion, intends to and shall have the right to construct or cause to be constructed or designate the general contractor (which may be a Declarant Affiliate) to construct all Units within the Development. Notwithstanding the foregoing intention to construct all of the Units, Declarant reserves the right to sell, convey, transfer, assign or otherwise dispose of (including via fractional interests sales) any Parcel, without first constructing a Unit thereon.

2.8 Readjustment of Parcel Boundaries. Declarant hereby reserves for itself, Declarant Affiliates and Declarant's successors and assigns, the right to effectuate minor

realignment and adjustment of the boundary lines between Parcels for purposes of proper configuration and final engineering of the Development; provided that any such realignment and adjustment does not affect any existing buildings or structures on a Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to the Declarant, Declarant Affiliate and Declarant's successors or assigns, in their sole and reasonable discretion, subject to the other provisions of this Section 2.8. All Owners specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of their respective Parcel boundary lines by deed in form and content as requested by the Declarant for the purposes of proper configuration and final engineering of the Parcels in relationship to the development of the Development. Further, all Owners acknowledge and agree that no amendment to this Master Declaration or any Plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to U.C.A. §10-9(a)-523, as amended or any successor statute. More particularly, boundary line adjustments between adjacent Parcels may be executed upon the approval of the appropriate Municipal Authority and upon Recordation of an appropriate deed if:

(a) No new home or dwelling unit results from the Parcel boundary line adjustment and exchange of title;

(b) The appropriate Municipal Authority and adjoining property Owners consent to the boundary line adjustment (such Owners' consent to be granted as described above);

(c) The adjustment does not result in violation of applicable Municipal Authority zoning requirements; and

(d) The appropriate Municipal Authority Records a notice of approval in accordance with U.C.A. §17-27-608(5)(c), as amended.

2.9 Development Plan. Notwithstanding any other provision of this Master Declaration to the contrary, and subject to the appropriate Municipal Authority, Declarant, without obtaining the consent of the Association, any other Owner or Person, shall have the right to make changes or modifications to its plan of development with respect to any Parcels adjacent to or part of the existing Development in any way which the Declarant desires, including, but not limited to, changing all or any portion of the Parcels owned by the Declarant or changing the nature or extent of the uses to which such Parcels may be devoted.

ARTICLE 3
Property Rights

3.1 Master Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Master Common Facilities, subject to:

(a) any Rules and Regulations adopted by the Master Association, and any Rules and Regulations adopted by the applicable Neighborhood Association of which the Owner is a member, regarding the use of the Master Common Facilities.

(b) the terms and conditions of this Master Declaration as it may be amended from time to time, any applicable Supplemental Declaration, and any restrictions or limitations contained in any deed conveying the Master Common Area to the Master Association;

(c) the right of the Board to limit the number of guests who may use the Master Common Area, and to adopt other rules regulating the use and enjoyment of the Master Common Area;

(d) the right of the Board to suspend the right of an Owner to use the Master Common Facilities (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of this Master Declaration or any other Governing Document, after notice and a hearing pursuant to the Bylaws;

(e) the right of the Master Association, acting through the Board, to dedicate or transfer all or any part of the Master Common Area to the extent expressly authorized herein;

(f) the right of the Board to impose membership requirements and charge admission or other fees for the use of any Master Common Facility;

(g) the right of the Board to permit nonmember use of any Master Common Facilities situated upon payment of use fees established by the Board and/or upon terms and conditions established by the Board;

(h) the right of the Master Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(i) the right of Declarant or the Master Association to grant to certain Owners the exclusive use of portions of the Master Common Area, which areas are designated Limited Common Area, as more particularly described in Section 3.2 below.

Any Owner may delegate his or her right of use and enjoyment of the Master Common Area to his or her Related Parties, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases its Unit in compliance with the Governing Documents shall be deemed to have delegated all such rights to the Unit's Lessee.

3.2 Limited Common Area. Declarant, in Declarant's sole discretion, may designate portions of the Common Area as Limited Common Area which are reserved for the exclusive use of designated Owners and their Related Parties. The property designated as limited common area designated on a Plat shall be Limited Common Area under this Master Declaration. Any Limited Common Area, including any Limited Common Area Improvement and/or Regulated Modification, designated to a particular Parcel within the Development will be maintained by the Owner of such Parcel, and the Owner of such Parcel shall indemnify the Master Association for, from, and against any and all Claims arising from the use of the Limited Common Area and any Limited Common Area Improvement and/or Regulated Modification located therein. The Owner of such Parcel shall be responsible for all costs associated with operation, maintenance, repair,

replacement and insurance of the relevant Limited Common Area and any corresponding Limited Common Area Improvement and/or Regulated Modification. If the Master Association incurs any costs associated with the Limited Common Area and any corresponding Limited Common Area Improvement and/or Regulated Modification, the Master Association may assess the costs as a Special Assessment against the Owner(s) for whose benefit such Limited Common Area is/are designated. By way of illustration and not limitation, Limited Common Area may include recreational facilities intended for the exclusive use of the Owners of certain Units.

Declarant may designate any Limited Common Area as such, and assign the exclusive use thereof, by designating such area on any of (a) the deed conveying the Common Area to the Master Association, (b) the Supplemental Declaration covering the particular Parcel(s) benefited by the Limited Common Area, or (c) the Recorded Plat covering the particular Parcel(s). Further, Declarant, during the Period of Administrative Control, or thereafter, the Master Association, may convert one or more areas of Master Common Area to Limited Common Area for one or more particular Parcels within the Development, or may convert Limited Common Area to Master Common Area. Any such action by the Master Association after the expiration of the Period of Administrative control will require the approval by the Board and the Owner of the affected Parcel.

Notwithstanding the above, any Supplemental Declaration incorporating property into the Development may establish Limited Common Area. Any Limited Common Area designated to a particular Parcel within the community will be maintained by the Owner of such Parcel. If the Master Association maintains any portion of the Limited Common Area, the Owner of the benefitted Parcel will be responsible to pay the costs thereof through a Special Assessment to the Master Association.

3.3 Developer Areas.

3.3.1 Developer Areas. The Declarant has designated or may designate a portion of the Property as Developer Areas, as designated on the Plats. Any such use shall be designated by Declarant in a Supplemental Declaration, and Declarant may, in any such Supplemental Declaration, set forth any restrictions, conditions and covenants that run with such portion of the Property. Declarant may also set forth any rights and obligations of the Owner of such portion of the Property, if any, and the manner in which such portion of the Property shall be administered and assessed under this Declaration. Notwithstanding the foregoing, a portion of the Property may be used as a sales center for the sale, resale of Parcels and/or Units within the Development or other communities designated by Declarant and/or memberships relative to the Developer Areas without designation in a Supplemental Declaration. Declarant may assign, in whole or in part, its rights under this Section 3.3.

3.3.2 Administration and Operation. The administration and operation of the Developer Areas shall be the responsibility of the Declarant or its designee, who may assign or delegate such responsibility, in whole or in part, exclusively or non-exclusively, and permanently or temporarily, for any portion of the Developer Areas to an entity or any other Person determined to be appropriate by Declarant. Declarant shall determine the manner of making Improvements to all Developer Areas and the use thereof.

3.3.3 Privately Owned. Developer Areas shall be privately owned and operated by the Declarant or its designee, are not a part of the Common Area and are not subject to the use restrictions, terms or conditions described in this Declaration. Except, however, that Developer Areas are otherwise subject to and participate in the Summit County Road Agreement, including Summit County's rights under Sections 13.10 and 13.11. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant or any other Person with regard to the continuing existence, ownership or operation of the Developer Areas, and no purported representation or warranty in such regard, either written or oral, shall be effective without an amendment to this Declaration executed or joined into by Declarant. The Declarant has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Developer Areas shall be used. OWNERSHIP OF A PARCEL OR UNIT OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE MASTER ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE DEVELOPER AREAS AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE DEVELOPER AREAS OR ASSOCIATED FACILITIES.

3.3.4 Boundaries. So long as Declarant owns any portion of the Property, the Declarant shall have the right, in its sole and absolute discretion, to alter the boundaries of the Developer Areas and construct, develop, grant or modify the Developer Areas and any Improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant, in its sole discretion, without the joinder or consent of any Person, including, without limitation, the Master Association, any Owners or any Mortgagee, provided all applicable zoning requirements are met and applicable permits are obtained.

3.4 Relationship of Master Development Agreement to General Plan and Other Planning Documents. The Governing Documents do not transfer to the Members or the Master Association any rights acquired by Declarant pursuant to the Master Development Agreement or any general plan. Declarant retains all rights granted by the Master Development Agreement and any other agreements entered into by Declarant relating to the Development. Declarant has the right to pursue to completion any Improvements, roads and/or infrastructure that Declarant deems necessary to benefit Declarant and to entitle and allow Declarant to realize the full potential of the Development. This provision cannot be altered or amended except in writing that is approved by the County and the Declarant, and this provision supersedes all other documents, agreements and ordinances related thereto.

3.5 Conveyance of Common Areas. Effective upon the Recording of this Master Declaration, Declarant hereby grants, bargains, sells, conveys, and transfers to the Master Association, its successors and assigns, all of Declarant's right, title, and interest in and to the Common Area, as designated on any recorded Plat for the Development (including any tract, parcel, or lot that is designated as common area, open space, or private roads (or similar common-use designation). Declarant conveys the Common Area to have and to hold the same unto the Master Association in fee simple for the common use, enjoyment, access, and benefit of the Owners, subject only to easements, rights-of-way, covenants, conditions, restrictions, and other matters of record affecting the Common Tracts. The Master Association's acceptance of the

conveyance set forth in this paragraph is hereby deemed given upon the Recording of this Master Declaration.

ARTICLE 4
Organization of Master Association

4.1 Relationship of Associations. The Master Association shall govern the Development and shall do such things as are within its powers and as may reasonably be required to maintain the Development and the Master Common Area as an attractive and desirable planned community. The duties and powers of the Master Association shall relate to the Development as a whole, while the duties and powers of a particular Neighborhood Association shall relate only to its particular Neighborhood.

4.2 Formation of Master Association. The Master Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Master Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with any other Governing Document.

4.3 Board of Directors and Officers. The affairs of the Master Association shall be conducted by a Board of up to five (5) directors, each of which shall be an owner of a Unit within the Development (except that such requirement shall not apply during the Period of Administrative Control) and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Master Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

(a) administration, including administrative support as required by the Architectural Control Committee;

(b) preparing and administering an operational budget;

(c) establishing and administering an adequate Reserve Fund;

(d) scheduling and conducting the annual meeting and other meetings of the Members;

(e) collecting and enforcing the Assessments;

(f) monitoring accounting functions and maintaining records;

(g) promulgating and enforcing the Rules and Regulations as set forth in Section 12.3;

(h) reviewing and approving, at the Board's discretion, any design guidelines established by the board of any Neighborhood Association;

(i) maintenance of the Master Common Facilities, including but not limited to clearing snow and ice from all roads in the Development, maintaining and operating any access control system, maintaining any trails within the Development, and maintaining other Improvements; and

(j) all other duties imposed upon the Board pursuant to the Governing Documents, including enforcement thereof.

4.4 Personal Liability. No Director or any Member of the Master Association, no officer of the Master Association, and no Manager or other employee of the Master Association shall be personally liable to any Owner, Occupant, or to any other Person, including the Master Association or any Neighborhood Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Master Association, the Board, the Manager, any representative or employee of the Master Association or any committee, committee member, or officer of the Master Association; provided, however, the limitations set forth in this Section shall not apply to any Person who has failed to act in good faith or who has engaged in willful or intentional misconduct.

4.5 Neighborhood Associations. Prior to such time as a Neighborhood Association is formed by Declarant or a Declarant Affiliate, the articles of incorporation and bylaws or other governing documents for such Neighborhood Association must be approved in writing by the Declarant. The governing documents for any Neighborhood Association shall specify that the rights of its members are subject and subordinate to the provisions of the Governing Documents.

4.6 Professional Management. The Master Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Master Association, shall be responsible for managing the Development for the benefit of the Master Association and the Members, and shall, to the extent permitted by law and by the terms of the agreement with the Master Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Master Association itself. Among other things, the Board may, by contract or resolution, assign to such Manager the right to set the amounts of and to receive payments of applicable charges; provided that, the Manager must give written notice to the Board as to the initial establishment of, and as to any subsequent increase in the amount of, any charges. Any management agreement may be terminated by the Declarant without cause during the Period of Administrative Control, or by the Master Association without cause at any time after the Period of Administrative Control. The Manager may be an employee of the Declarant.

4.7 Implied Rights. The Master Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Master Association may be exercised by the Board without a vote of the Members. Subject to Section 13.17, the Board may institute, defend, settle, or intervene on behalf of the Master Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Master Common Area or Master Common Facilities, enforcement of the Governing Documents, or any other civil Claim or Action. However, the Governing Documents shall not be construed as

creating any independent legal duty to institute litigation on behalf of or in the name of the Master Association or its Members. In exercising the Master Association's rights and powers, making decisions on behalf of the Master Association, and conducting the Master Association's affairs, the members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws.

4.8 Promotion and Marketing. In addition to the Declarant and/or any Declarant Affiliate, the Master Association may conduct programs that do not conflict with the Declarant, for the promotion of the Development as an attractive and desirable planned community. The Master Association may, or may cause via cooperation with or retention of another party, promote, publicize, and conduct conferences and special events including, without limitation, exhibitions, ski races, and bicycle races.

4.9 Bulk Service Agreements.

4.9.1 Contracting. The Board, acting on behalf of the Master Association, shall have the right, power and authority to enter into one or more Bulk Service Agreements with one or more Bulk Providers, for such term(s), at such rate(s) and on such other terms and condition as the Board deems appropriate, all with the primary goals of providing to Owners and Occupants of Units both within the Development, or within one or more portions thereof, cable television, satellite television, high speed Internet, security monitoring or other electronic entertainment, information, communication or security services, or any concierge or other personal services: (a) which might not otherwise be generally available to such Owners and Occupants; (b) at rates or charges lower than might otherwise generally be charged to Owners and Occupants for the same or similar services; (c) otherwise on terms and conditions which the Board believes to be in the interests of Owners and Occupants generally; or (d) any combination of the foregoing.

4.9.2 Assessments. If all Units within the Development are to be served by a particular Bulk Service Agreement, the Board shall have the option either to: (a) include the Master Association's costs under such Bulk Service Agreement in the budget for each applicable fiscal year and thereby include such costs in the Base Assessments for each such applicable year; or (b) separately bill to each Owner the Owner's proportionate share of the Master Association's costs under such Bulk Service Agreement, as reasonably determined by the Board, and with such frequency as may be determined by the Board, but no more often than monthly. Such "separate billing" may be made as one or more separate line items on billings or invoices from the Master Association to the affected Owner(s) for Assessments or other charges. If not all Units within the Development will be served by a particular Bulk Service Agreement, the Board shall have only the billing option described in clause (b) above.

4.9.3 No Avoidance of Payment. No Owner of a Unit covered by a Bulk Service Agreement shall be entitled to avoid or withhold payment of amounts charged by the Board to such Owner or such Owner's Unit under this Section 4.9 whether on the basis that such Owner does not use, accept or otherwise benefit from the services provided under such Bulk Service Agreement, or otherwise. Notwithstanding the above, the Board shall have the right, at its option, to exempt a Unit from payment of an Assessment related to the Bulk Service Agreement if such Unit is not serviced by such Bulk Provider.

4.9.4 Approval of Bulk Service Agreement. The Board shall not without the vote of at least fifty-one percent (51%) of all Members then entitled to vote, represented in person or by proxy at an annual or special meeting of the Master Association, enter into a Bulk Service Agreement which imposes on the Master Association or the Members any obligation to pay the direct costs of construction of any cable, lines or other facilities or equipment for any cable television, community satellite television, high speed internet, security monitoring or electronic entertainment, information, communication or security services. Notwithstanding the above, nothing in this Section shall prevent the Board from entering into, or require approval by the Members of any Bulk Service Agreement which imposes on the Master Association or the Owners installation, connection, service charge or similar charges or fees which do not exceed those generally prevailing at the time within the greater Wasatch County, Utah area, or which includes as a component of the monthly fee charged by the Bulk Provider amortization of some or all of its capital costs and related costs in providing services under the Bulk Service Agreement.

4.10 Summit County Road Agreement. The Declarant has agreed, pursuant to the Summit County Road Agreement and as more particularly described therein, to: (a) construct a public road in Summit County connecting Utah State Route 248 to the public road maintained by and located in Wasatch County that leads into the Property (200 South), including adjacent fencing (the "Access Road"), (b) construct certain bike and pedestrian trails in Summit County located near the Access Road, and (c) decommission portions of 200 South, including fencing, once the Access Road is completed and placed into service (the foregoing are collectively referred to as the "Summit County Improvements"). Pursuant to the Summit County Road Agreement and as more particularly described therein, the Declarant and the Master Association have agreed to perpetually make certain annual payments to Summit County, Utah for expenses incurred by Summit County for its perpetual operation, maintenance, repair, and replacement of the Summit County Improvements. All such payments made by the Master Association pursuant to the Summit County Road Agreement shall be deemed Common Expenses under this Master Declaration, and the Master Association shall levy and collect Base Assessments and/or Special Assessments from the Owners to fund any and all such expenses. The Master Association's obligations under the Summit County Road Agreement shall be binding upon the Master Association and its successors and assigns for the term specified in such agreement. In the event of a default by the Master Association under the Summit County Road Agreement, including a failure to construct and complete the Access Road on or before December 31, 2028, Summit County shall provide written notice of such default to the Master Association, and the Master Association shall have thirty (30) days from receipt of such notice to cure the default (the "Cure Period"). If the Master Association fails to cure within the Cure Period, Summit County shall have the right to: (a) require the Master Association to levy and collect all Assessments necessary to satisfy any amounts due and owing under the Summit County Road Agreement; and (b) direct the Master Association to assign to Summit County all rights and claims of the Master Association arising under or related to the Summit County Road Agreement, including the right to enforce collection of such Assessments under Sections 13.10 and 13.11. Summit County's rights under this Section 4.10 also include the rights to compel appointment of a trustee under Section 13.11 if none has been appointed, and to compel the trustee to foreclose the liens for nonpayment of sums due and owing under the Summit County Road Agreement. The Master Association shall comply promptly upon receipt of such direction. Nothing in this Section shall be construed to

create any additional rights or obligations in favor of Summit County beyond those expressly set forth herein. This Section shall not be modified without Summit County's written consent.

4.11 Summit County as Third-Party Beneficiary. Summit County shall be an express third-party beneficiary for purposes of the following Sections: 4.10, 4.11, 11.6, 13.10, 13.11, 13.16, 17.1, and 17.2. None of these Sections may be amended or modified without Summit County's prior written consent. Notwithstanding anything to the contrary in this Master Declaration, if the Summit County Road Agreement is cancelled or terminated, all rights granted to Summit County under this Master Declaration—including those in Sections 1.24, 1.38, 1.57, 1.93, 3.3.3, 4.10, 4.11, 11.6, 13.1, 13.4.1, 13.5, 13.10, 13.11, 13.12, 13.15.2, 13.16, 17.1, 17.2, and 19.1—shall automatically terminate, and Summit County shall have no further rights or benefits hereunder.

ARTICLE 5
Membership and Voting Rights

5.1 Membership. The Master Association shall have two classes of Membership: Class A Members (consisting of Class A-1 Members and Class A-2 Members) and Class B Members. Each member of each Neighborhood Association shall be a Class A Member of the Master Association, with the members of the Cottages Neighborhood Association being Class A-1 Members and the members of the SFH Neighborhood Association being Class A-2 Members. The Declarant or Declarant Affiliates shall be Class B Members in the Master Association until the expiration of the Period of Administrative Control.

5.2 Voting. All matters that are subject to the vote of the membership of the Master Association shall be voted on as follows:

5.2.1 **Class A**. One (1) vote may be cast for each Unit owned by a Member, subject to the authority of the Board to suspend the voting rights for violations of this Master Declaration in accordance with the provisions hereof. Notwithstanding the foregoing, the votes of the Class A-1 Members and the Class A-2 Members shall be cast at meetings of the Master Association by President of each applicable Neighborhood Association, or by his or her agent, and each such President is hereby irrevocably and permanently appointed as each Member's proxy for all purposes of voting hereunder. The votes of each Neighborhood Association may be cast in total or split within the discretion of the President of such Neighborhood Association, as the case may be. No member of a Neighborhood Association, except the President or his or her agent, may directly cast a vote at a meeting of the Members of the Master Association. The Master Association shall be under no duty or obligation to determine whether the manner for determining how such votes are cast is correct, fair or equitable.

5.2.2 **Class B**. The sole Class B Member shall be Declarant. During the Period of Administrative Control, the Class B Member (a) has the right to appoint all members of the Board designated for appointment by the Class A Members of the Master Association, (b) has the right to disapprove actions by the Board, and (c) shall be the sole Person entitled to vote on all matters subject to the vote of any Members of the Master Association (including matters subject to the vote of the Class A Members of the Master Association or their representatives) hereunder, and

until the expiration of the Period of Administrative Control, no Class A Member other than Declarant shall be entitled to vote on any matter whatsoever. Other rights of the Class B Member, including the right to approve actions taken under this Master Declaration and the other Governing Documents, are specified elsewhere in this Master Declaration and the other Governing Documents. Notwithstanding anything herein or in the Bylaws of the Master Association to the contrary, since the Declarant has the sole voting rights during the Period of Administrative Control, except as specifically set forth in Section 57-8a-226(7) of the Act, meetings held during the Period of Administrative Control shall solely include the Declarant and shall not include any Class A Members, and the Declarant shall not be obligated to provide any notices of any meetings of the Class B Member to any of the Class A Members. Upon expiration of the Period of Administrative Control, the Class B Membership shall cease, and only Declarant's Class "A" Membership (if any) shall remain. Declarant, in Declarant's sole discretion, by a Recorded notice, may elect to terminate the Period of Administrative Control at any time, but shall not be required to do so.

5.2.3 **Suspension of Voting Rights**. The Board may elect to prohibit an Owner from exercising any voting rights as a Member of the Master Association during any period in which the Owner is delinquent in the payment of any Assessments.

5.3 Multiple Owners. When more than one Person holds an ownership interest in a Unit (such as husband and wife or partners), all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Unit owned. The single vote, approval, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Owner from among such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with their full authority, but the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

5.4 Appurtenant Right. Membership in the Master Association shall be appurtenant to and shall run with the property interest which qualifies the Member for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

5.5 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to the Owner of the Owner's Parcel. Each Owner shall file a copy of such conveyance documents (or contract) with the secretary of the Master Association who shall maintain a record of ownership of the Parcels. Any Owner who mortgages a Parcel or any interest therein by a Mortgagee which has priority over the lien of any Assessment provided herein shall notify the secretary of the Master Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Master Association shall maintain all such information in the records of ownership. Any cost incurred by the Master Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Master Association.

ARTICLE 6
Maintenance

6.1 Master Association's Responsibility. The Master Association shall use a reasonable standard of care in providing for the maintenance, repair and replacement of the Area of Common Responsibility, such maintenance and repair to be funded as hereinafter provided. This obligation may include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all Landscaping and other flora, structures, and Improvements, including any private streets, driveways, fences or walls situated upon the Master Common Areas, along with any fixtures, furnishings, equipment, and personal property owned by the Master Association. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Owners as part of the Base Assessment. If any Owner causes damage to the Area of Common Responsibility either through negligence or intentional act, the Master Association may assess the cost and expense to repair such damage to such Owner as a Special Assessment.

6.2 Neighborhood Responsibilities. The maintenance of any Neighborhood Common Area within a Neighborhood is to be performed and funded separately by a Neighborhood Association and addressed in the applicable Neighborhood Declaration.

6.3 Owner Responsibility.

6.3.1 General. In addition to any other Owner responsibilities herein or in any Neighborhood Declaration, each Owner shall (a) maintain its Unit, including all Improvements located on the Owner's Parcel, in a good, attractive, clean, and sanitary condition, (b) regularly paint the exterior of any homes and structures on its Parcel so that such homes or structures will be in good condition and appearance (c) remove snow and ice from walkways and driveways immediately adjacent to such Owner's Unit as designated on the snow and ice removal plan adopted by the Board and as amended from time to time, and (d) shall comply with any and all applicable Laws and shall not cause or permit any private or public nuisance on its Unit, such as excessive noise, odor, dust, vibration, or any other activity that would reasonably disturb other Owners and Occupants within the Development.

6.3.2 Landscaping. Each Owner shall maintain and keep properly cultivated, and free of trash, weeds and other unsightly material, all shrubs, trees, hedges, grass and plantings of every kind (collectively, "***Landscaping***") located on: (a) such Owner's Parcel; (b) any public right-of-way or easement area which abuts or adjoins such Owner's Parcel and which is located between the boundary line of such Owner's Parcel and the paved area of any street, sidewalk, bike-path or similar area (unless otherwise directed by the Board); and (c) any non-street public right-of-way or easement area adjacent to such Owner's Parcel (unless otherwise directed by the Board), provided, however, that no Owner shall be responsible for maintenance of any area over which (i) the Master Association or any Neighborhood Association assumes responsibility in writing; or (ii) Wasatch County or any other Municipal Authority assumes responsibility. For purposes of this Section, proper maintenance of Landscaping shall include, without limitation, removal and replacement of dead Landscaping.

6.3.3 Owners' Insurance; Casualty. By virtue of taking title to a Unit subject to the terms of this Master Declaration, each Owner of a Cottage Unit covenants and agrees with all other Owners and with the Master Association that such Owner shall maintain an HO-6 policy of insurance insuring furnishings, equipment, personal property, and contents within the Owner's Unit (commonly known as "all-in" coverage) and shall otherwise comply with the insurance requirements set forth in the Neighborhood Declaration.

6.3.4 Disturbance of Common Area. An Owner shall not disturb or damage any portion of the Common Area without first obtaining the approval of the ACC or the Board, as the case may be.

6.3.5 Right of Entry and Inspection; Owner's Default. In the event the Board or ACC determines that: (i) an Owner may have or has failed or refused to discharge properly the Owner's maintenance obligations as provided in this Article; (ii) the need for maintenance, repair, or replacement which is the responsibility of the Master Association hereunder may have or has been caused through the intentional or negligent act or omission of an Owner, or the Owner's Related Parties; or (iii) a condition exists on a Unit which may increase the possibility of a fire or other hazards, then the Master Association may conduct inspections of any affected Unit and the residence and all buildings, structures and other Improvements thereon (a "***Compliance Inspection***") and/or perform the repair, replacement or maintenance (the "***Required Work***") in accordance with the following:

6.3.5.1 If the Board or ACC determines that a violation of this Article may exist, the Board or ACC and their representative may inspect the Unit, and conduct such tests, measurements and other investigative work as may be reasonably required to confirm that a violation does or does not exist. Except in the event of an emergency, the Master Association must give written notice of the Master Association's intent to conduct a Compliance Inspection. The notice must state generally the nature of the suspected violations. The notice must also state the name, address, and telephone number of a contact with whom to schedule a date and time for the inspection within ten (10) days of the date of the notice (or such longer time as may be stated in the notice), and must state that if a date and time is not so scheduled the Compliance Inspection may be conducted at any time within forty-five (45) days after the date of the notice.

6.3.5.2 Except in the event of an emergency, the Master Association must give written notice of the Master Association's intent to provide Required Work. The notice must set forth the Required Work with reasonable particularity. The Owner of the Unit to which the notice of Required Work pertains will have ten (10) days within which to complete the Required Work as set forth in such notice; or, in the event the Required Work is not capable of completion within a ten-day period, to commence the Required Work within ten (10) days and to complete same within a reasonable time not to exceed thirty (30) days unless otherwise specifically approved by the Board or ACC. The affected Owner must give written notice of the completion of the Required Work stating in detail the Required Work which has been completed. The Board or ACC may also conduct a Compliance Inspection to confirm completion of all Required Work.

6.3.5.3 A Compliance Inspection notice and a notice as to Required Work must be delivered or mailed to the street address of the affected Unit.

6.3.5.4 If any Owner fails to schedule an inspection pursuant to a Compliance Inspection notice, the Master Association has the right (but not the obligation), through its designated representatives, to inspect the Unit. If any Owner fails to fully comply with a notice as to Required Work, the Master Association has the right (but not the obligation), through its designated representatives, to do all things to the exterior of the Unit and the exterior of any other Improvements, and to all other portions of the Parcel to commence and complete the Required Work. In case of emergency the Master Association has the right (but not the obligation), through its designated representatives, to immediately take all actions reasonably necessary to abate the emergency.

6.3.5.5 The good faith determination by the Board or ACC as to the need for a Compliance Inspection and as to all aspects of Required Work is final and conclusive, and extends to any condition as to any Unit, or which adversely affects any other Unit or any Common Area. Neither the Master Association nor any of its representatives may be held liable for trespass or any other tort or Claims in connection with any actions or failure to act pursuant to this Section.

6.3.5.6 If a violation is confirmed, all reasonable costs and expenses as to conducting a Compliance Inspection and as to all aspects of Required Work which is performed by the Master Association pursuant to this Section, as determined in the sole opinion of the Board or ACC, shall be paid by the Owner of the Unit, and are secured by the continuing Assessment lien established by this Master Declaration against such Owner's Unit.

6.3.5.7 The provisions hereof are cumulative of the provisions of this Master Declaration, and otherwise as set forth in this Master Declaration.

6.3.6 Hazardous Substances.

6.3.6.1 The Owners shall comply with applicable Environmental Laws, and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, on or within a Unit or the Development. The Owners shall not do, nor allow anyone else by, through or under them such as an Occupant, contractor, or servant, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Development of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Development in compliance with Environmental Laws.

6.3.6.2 Each Owner shall indemnify, defend and hold the Master Association and each and every other Owner harmless from and against any and all Claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Development, which the Master Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Development. The

obligations of each Owner under this Section shall survive any subsequent sale by an indemnifying Owner.

6.4 **Utility Lines**. Any utility lines that exclusively serve a Unit shall be maintained and repaired by the Owner of the Unit served by such utility lines. Any utility lines provided by the Master Association or a Neighborhood Association that service more than one Unit shall be maintained and repaired by the Master Association or any applicable Neighborhood Association, and the cost of such maintenance and repair shall be allocated either among all the Units as part of the Base Assessments or to the Owners of the Units that are served by such utility lines in an equitable manner as decided by the Master Association in its sole discretion as part of a Special Assessment.

6.5 **Security**. The Master Association may, but shall not be obligated to, maintain or support, certain activities within the Development designed to make the Development safer than it otherwise might be. NEITHER THE MASTER ASSOCIATION, THE BOARD, ANY OFFICERS OF THE MASTER ASSOCIATION, NOR THE DECLARANT (COLLECTIVELY, THE "***DEVELOPMENT GOVERNING BODIES***") SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE DEVELOPMENT, AND THE DEVELOPMENT GOVERNING BODIES SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, OCCUPANTS, LESSEES, GUESTS AND INVITEES OF ANY OWNER OR OCCUPANT, AS APPLICABLE, ACKNOWLEDGE THAT THE DEVELOPMENT GOVERNING BODIES DO NOT REPRESENT OR WARRANT THAT ANY SECURITY SYSTEM OR PROCEDURES, BURGLAR ALARM SYSTEMS, AND/OR ANY FIRE PROTECTION SYSTEMS WILL PREVENT OR DECREASE THE RISK OF INJURY, LOSS, HARM, DAMAGE, THEFT NOR THAT SUCH SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, OCCUPANT, TENANT, GUEST OR INVITEE OF AN OWNER OR OCCUPANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPMENT GOVERNING BODIES ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, LESSEE, GUEST AND INVITEE ASSUMES ALL RISKS FOR INJURY, LOSS, HARM, DAMAGE, OR THEFT TO PERSONS, TO UNITS, TO IMPROVEMENTS AND TO THE CONTENTS OF UNITS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE DEVELOPMENT GOVERNING BODIES HAVE NOT MADE REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, LESSEE, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, LESSEE, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF CONSTRUCTION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY OR LIFE SAFETY MEASURES UNDERTAKEN WITHIN THE DEVELOPMENT.

ARTICLE 7
Insurance

7.1 Insurance. Commencing no later than the time of the first conveyance of a Unit to an Owner other than Declarant or a Declarant Affiliate, the Master Association shall obtain and thereafter maintain, to the extent Reasonably Available, the following insurance coverage pursuant to any applicable Laws and any other insurance coverage that may be required by the Master Association pursuant to applicable Laws:

7.1.1 Commercial Property Insurance. The Master Association will maintain Commercial property insurance on the Master Common Areas, and the Master Common Facilities (cause of loss – special form) insuring against all risk of direct physical loss in an amount equal to one hundred percent (100%) of the current replacement cost of the insured property (less reasonable deductibles), exclusive of the land, excavations, foundations and other items normally excluded from a property policy. The Master Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in Salt Lake, Summit and/or Wasatch County area. An Owner, and not the Master Association, is responsible to insure and repair any damage to any Limited Common Area Improvements appurtenant to such Owner's Unit(s).

7.1.2 Commercial General Liability Insurance. The Master Association will maintain Commercial general liability insurance providing coverage on an occurrence basis with limits reasonably determined by the Board, but not less than $1,000,000 per occurrence and in the aggregate. Such insurance shall cover all occurrences commonly only insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Master Common Area and Areas of Common Responsibility.

7.1.3 Workers' Compensation Insurance. The Master Association will maintain Workers' compensation insurance to the extent necessary to meet the requirements of applicable Law.

7.1.4 Employer's Liability Insurance. If applicable, the Master Association will maintain employer's liability insurance with the following limits: (a) bodily injury by accident with limits of $100,000.00 per each accident; (b) bodily injury by disease with a $500,000 policy limit; and (c) bodily injury by disease with limits of $100,000 per each employee.

7.1.5 Fidelity Insurance/Bonds. The Board, in the Board's discretion, may obtain and maintain fidelity bond/fidelity insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or other individuals responsible for handling funds belonging to or administered by the Master Association. If funds of the Master Association are handled by a management agent, fidelity insurance coverage may also be obtained for the officers, employees or agents thereof handling or responsible for Master Association funds. The fidelity insurance must name the Master Association as the named insured and shall be written to provide protection in an amount not less than the lesser of (a) the estimated maximum of funds, including Reserve Funds, in the custody of the Master Association or management agent at any given time during the term of such bond or period of coverage of such insurance, (b) a sum equal

to three months' aggregate Assessments plus reserves, or (c) the estimated maximum amounts of funds, including reserves, in the custody of the Master Association (or its management agent) at any one time. In connection with this coverage, an appropriate endorsement to the policy to cover any individual who serves without compensation shall be added if the policy would not otherwise cover volunteers. Any such coverage must also name the Master Association as an obligee.

7.1.6 D&O Insurance. The Master Association will maintain a policy of "directors and officers" liability insurance, including errors and omissions coverage for the Board members and the officers.

7.1.7 Earthquake & Flood Insurance. The Master Association shall have the right, but not the obligation to maintain earthquake and/or flood insurance for the Master Common Facilities. The earthquake and/or flood insurance shall be administered in a similar manner as property insurance, and the costs thereof shall be allocated to the Owners in the same manner as the costs of property insurance.

7.1.8 Other Insurance. The Master Association will maintain such other insurance (or policies with greater coverage or limits than provided herein) as the Board shall determine from time to time to be appropriate to protect the Master Association.

7.1.9 Reasonably Available. If the Master Association becomes aware that property insurance under Section 7.1.1 or liability insurance under Section 7.1.2 is not Reasonably Available, the Master Association shall, within seven (7) calendar days after becoming aware, give all Owners notice that the insurance is not Reasonably Available. The term, "***Reasonably Available***" means available using typical insurance carriers and markets, irrespective of the ability of the Master Association to pay.

7.2 Authorized Companies. All policies shall be written with a company authorized to do business in Utah which holds a Best's rating of A- or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if Reasonably Available, or, if not available, the most nearly equivalent rating which is available.

7.3 Authority to Adjust Losses. Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

7.4 Insurance Requirements. The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:

7.4.1 Secondary. The insurance maintained by the Master Association shall be secondary to and non-contributing with any insurance maintained by any Neighborhood Association, Owner, Occupant, or Mortgagee, which insurance shall be primary.

7.4.2 Waiver of Subrogation. Subject to the primary nature of insurance maintained by any Neighborhood Association, Owner, Occupant or Mortgagee pursuant to Section

7.4.1 above, the insurer issuing such policy shall waive any rights of subrogation with respect to claims arising from the acts or omissions of the Declarant, the Master Association or its agents, servants or employees, or the Neighborhood Associations, Owners or Occupants.

7.4.3 Severability of Interest. The insurance maintained by the Master Association shall contain a "severability of interest" clause or endorsement, which precludes the insurer from denying the claim of the Master Association, Declarant, Neighborhood Association, Owner, or Occupant because of the negligence or other acts of another insured party or canceling, invalidating, suspending, or refusing to renew a policy on account of any one or more individual claimant(s).

7.4.4 Curable Violation. The insurance maintained by the Master Association shall contain a statement or endorsement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any curable defect or violation without prior demand in writing delivered to the Master Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, the Board, or any Neighborhood Association.

7.4.5 Insured Party. The Master Association shall be the named insured under the insurance maintained by the Master Association. The Board may elect to include other parties as either named or additional insureds under its commercial general liability insurance policy.

7.4.6 Mortgagee Notification. For policies of commercial property insurance, a standard mortgagee clause providing that the insurance carrier shall notify any Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

7.4.7 Other Insurance. The insurance maintained by the Master Association shall contain a statement or endorsement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

7.4.8 Notification. The insurance maintained by the Master Association shall contain a statement or endorsement that the Master Association will be given at least thirty (30) days' prior written notice of any cancellation.

7.4.9 Owner's Actions. Unless a Neighborhood Association or an Owner is acting within the scope of such Person's authority on behalf of the Master Association, the act or omission of a Neighborhood Association or an Owner may not void a property insurance policy or a liability insurance policy maintained by the Master Association or be a condition to recovery under a policy.

7.4.10 Compliance with Act. An insurance policy issued to the Master Association may not be inconsistent with any provision of the Act. In the event this Master Declaration or any Governing Document is contrary to a provision of the Act, such provision shall be revised and interpreted to be consistent with the provisions of the Act

7.5 Owner's Insurance. A property insurance or liability insurance policy issued to the Master Association may not prevent an Owner from obtaining insurance for the Owner's own benefit. Each Owner is responsible to maintain insurance on such Owner's Unit(s) and any Improvements located thereon and on any Limited Common Area Improvements appurtenant to such Owner's Unit(s). Any Owner benefitting from any Limited Common Area is encouraged to obtain and maintain appropriate liability insurance associated with such Limited Common Area. By virtue of taking title to a Unit subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and with the Master Association and each Neighborhood Association that each Owner shall carry the insurance required by this Master Association and the applicable Neighborhood Declaration.

7.6 Coordination with Neighborhood Associations. The Master Association shall coordinate the maintenance of insurance with the Neighborhood Associations whereby single insurance policies may be issued insuring both the Master Association and the Neighborhood Associations; provided, however, the Master Association and/or each Neighborhood Association shall have the right to obtain and maintain its own insurance policies. If the Master Association and a Neighborhood Association agree to coordinate their respective obligations related to insurance, such coordination may include having the Master Association and the Neighborhood Associations both being named as insured parties under liability insurance policies, and having the Master Association being endorsed as a loss payee under commercial property insurance policies to the extent that any proceeds are made available based upon any loss or damage to any Master Common Area, Master Common Facilities.

7.7 Insurance Costs. The cost to obtain and maintain the insurance carried by the Master Association, including reasonable deductibles, shall be included as part of the Base Assessments. In the event the Master Association's insurance also covers a Neighborhood Association as addressed in Section 7.6 above, the cost to obtain and maintain such insurance will be equitably allocated to such Neighborhood Association and the Master Association.

7.8 Indemnification. To the extent not prohibited or inconsistent with any applicable Laws, each Owner agrees to release, indemnify, hold harmless and defend each and every other Owner and Occupant within the Development, against any Claim for bodily injury or property damage occurring within the Unit of the indemnifying Owner, including any Limited Common Area appurtenant to such Owner's Unit, if any, except to the extent that: (a) such Claim is covered and defended by the Master Association's or an indemnified Owner's insurance; or (b) the injury or damage occurred by reason of the willful misconduct of the Master Association.

ARTICLE 8
Damage and Restoration

8.1 Master Common Area Damage and Destruction.

8.1.1 Adjustment of Claims. Immediately after damage or destruction by fire or other casualty to all or any part of the Master Common Facilities covered by insurance written in the name of the Master Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed

estimates of the cost of repair or reconstruction of the damaged or destroyed portions of the Master Common. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Master Common Facilities to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

8.1.2 Repair. Any damage or destruction to the Master Common Facilities, or Property owned by the Master Association shall be repaired or reconstructed within a reasonable time unless (a) the Development is terminated; (b) the repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (c) both Declarant (provided Declarant is still a Class A Member) and at least seventy-five percent (75%) of all the allocated voting interests of the total Class A votes of the Master Association vote within sixty (60) days after the casualty, at a special meeting called for that purpose in accordance with the Bylaws, not to repair or reconstruct; provided, however, that if for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within such period, then the period for voting shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. Notwithstanding the above, the Master Association shall repair and restore any Master Common Facilities that are required to be restored by Wasatch County or any other Municipal Authority. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Development shall be repaired or reconstructed.

8.1.3 No Repair. In the event that it should be determined in the manner described in Section 8.1.2 above that the damage or destruction to Master Common Facilities shall not be repaired or reconstructed and no alternative Improvements are authorized, then the affected portion of the Master Common Area shall be cleared of all debris and ruins and maintained by the Master Association in a neat and attractive condition.

8.1.4 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Master Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with any affected Neighborhood Association(s), as their interests may appear, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account.

8.1.5 Insufficient Proceeds. If the damage or destruction to the Master Common Area the Master Common Facilities for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

8.2 Repair and Reconstruction of Neighborhood Common Areas and Units. The repair or reconstruction of any Neighborhood Common Areas and of any Unit within a Neighborhood shall be governed by the terms of the applicable Neighborhood Declaration.

ARTICLE 9
No Partition

9.1 No Partition. There shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Development or any part thereof seek any judicial partition unless the applicable portion of the Development has been removed from the provisions of this Master Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Master Declaration, nor shall it be construed to preclude Declarant from withdrawing any portion of the Development in accordance with Article 11 below.

ARTICLE 10
Condemnation

10.1 Taking. Whenever all or any part of the Master Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation), each Owner shall be entitled to notice thereof. A decision by the Board to convey a part of the Master Common Area under threat of condemnation shall be binding on the Master Association so long as it is made in good faith. The award made for such taking shall be payable to the Master Association will be disbursed as follows:

If the taking involves a portion of the Master Common Area on which Master Common Facilities have been constructed (excluding any Limited Common Area and Limited Common Area Improvements), then, unless within sixty (60) days after such taking both Declarant (provided Declarant is a Class A Member) and at least seventy-five percent (75%) of all the allocated voting interests of the total Class A votes of the Master Association shall otherwise agree, the Master Association shall restore or replace such Master Common Facilities so taken on the remaining land included in the Master Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. Neither the Board nor Declarant shall have any obligation to obtain or dedicate any Master Common Area in order to accomplish such a repair or restoration if such land is not available at the time of the condemnation. If such Master Common Facilities are to be repaired or restored, the above provisions in Article 7 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. Notwithstanding the above, the Master Association shall restore any Master Common Facilities or Improvements required to be restored by the applicable Municipal Authority. An Owner shall be responsible for

the repair and restoration of any Limited Common Area Improvements appurtenant to such Owner's Unit(s).

If the taking does not involve any recreational Improvements on the Master Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine in its sole discretion.

ARTICLE 11
Annexation or Withdrawal of Additional Property

11.1 Annexation By Declarant. During the Period of Administrative Control, Declarant, acting without the consent or approval of the Master Association or any Member, shall have the right to bring within the scheme of this Master Declaration additional land (an "***Annexation***") within the area defined as Additional Land herein, so long as the Owner of such land (if not Declarant) consents to such action. Such Annexation shall be accomplished by filing in the Official Public Records of Wasatch County, Utah, a Supplemental Declaration annexing such property in the form prescribed below. Any such Annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

11.2 Annexation By Master Association. Subject to the consent of the Owner thereof, the Master Association may annex real property into the Development at any time upon the affirmative vote of both the Declarant (provided Declarant is a Class A Member) and at least seventy-five percent (75%) of all the allocated voting interests of the total Class A votes of the Master Association present at a meeting duly called for such purpose. Such Annexation shall be accomplished by filing of record in the Official Public Records of Wasatch County, Utah, a Supplemental Declaration, signed by the President and the Secretary of the Master Association, and by the Owner of the property being annexed. Any such Annexation shall be effective upon filing unless otherwise provided therein.

11.3 Conveyance of Master Common Area. Upon the Annexation of any Additional Land, any land that is designated within the Additional Land to be Master Common Area will be conveyed to the Master Association via deed after the filing of the Plat for the Additional Land and the completion of any Master Common Facilities or other Improvements (such as Landscaping) to be placed or constructed on such portion of the Additional Land. The form and contents of the deed will be mutually agreed upon by the Master Association and the owner of the Additional Land. The owner of the Additional Land will convey the Master Common Area and Master Common Facilities to the Master Association within ten (10) business days after request by the Master Association.

11.4 Form of Supplemental Declaration. Each Supplemental Declaration must state that land is being annexed, and must contain at least the following provisions: (i) a reference to this Master Declaration, which reference shall state the document number under which this Master Declaration is Recorded in the Official Public Records of Wasatch County, Utah; (ii) statement that the provisions of this Master Declaration shall apply to the annexed land, except as expressly

provided otherwise therein; (iii) a legal description of the annexed land; and (iv) if Declarant or the Master Association is not the owner of the land being annexed, the signatures of both such owner and Declarant, if during the Period of Administrative Control, or the Master Association, if after the Period of Administrative Control. A Supplemental Declaration may, but need not, contain a description of any Master Common Area within the annexed land. The Supplemental Declaration may incorporate the terms and conditions of a Neighborhood Declaration, or a separate Neighborhood Declaration may be filed against the Additional Land. Each Supplemental Declaration shall contain such additional matters as may be required by the applicable Municipal Authority.

11.5 Master Common Area. At any time and from time to time during the Period of Administrative Control, Declarant may convey to the Master Association fee simple or easement interests in real property, improved or unimproved, including, without limitation, the Developer Areas. Upon such conveyance to the Master Association, such real property interest shall be accepted by the Master Association as Master Common Area and thereafter shall be maintained by the Master Association. During the period of their ownership of any property, the Declarant or the Master Association may (a) convey portions of the Master Common Areas to other parties, (b) withdraw fee simple or easement interests in real property, improved or unimproved, including, without limitation real property previously designated as Master Common Facilities, from the Master Common Area, (c) adjust boundaries of the Master Common Area, (d) modify Plats, or (e) grant easements to third parties.

11.6 Withdrawal of Property. During the Period of Administrative Control, Declarant shall have the right at any time to remove or withdraw lands or grant easements or licenses on, over, under or across such lands then owned by Declarant (or other Persons with Declarant's consent) from the Development; provided, however, that such withdrawal or grant of such easement or right is consented to by Summit County, is not prohibited by any Municipal Authority, and will not otherwise materially impair the Master Association's ability to satisfy its ongoing obligation to Summit County as a third-party beneficiary under Section 4.11. After the expiration of the Period of Administrative Control, the Master Association shall have the right at any time to remove or withdraw lands or grant easements or licenses on, over, under or across the Master Common Areas; provided, however, that such withdrawal or grant of such easement or right is consented to by Summit County, is not prohibited by any Municipal Authority, and will not otherwise materially impair the Master Association's ability to satisfy its ongoing obligation to Summit County as a third-party beneficiary under Section 4.11. Upon any such withdrawal (but excluding the grant of an easement or license) this Master Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to the lands withdrawn. In order to withdraw lands from the Development hereunder, Declarant shall be required only to Record in the Official Public Records of Wasatch County, Utah, a notice of withdrawal of land which contains: (i) a reference to this Master Declaration (including the document number under which this Master Declaration is Recorded in the Official Public Records of Wasatch County, Utah); (ii) a statement that the provisions of this Master Declaration shall no longer apply to the withdrawn land; (iii) if Declarant is not the owner of the land so withdrawn, the signatures of both such owner and Declarant; (iv) a legal description of the withdrawn land; and (v) any other actions required by applicable Law.

11.7 Community Splits/Consolidations. During the Period of Administrative Control, the Declarant, may elect to divide the Development into more than one (1) Neighborhood or communities or to combine two (2) or more Neighborhoods or communities into one (1) Neighborhood or community at any time in accordance with U.C.A. § 57-8a-601 and § 16-6a-11, as amended or superseded. In the event the Neighborhoods or communities are to be combined, a Declaration of Consolidation shall be prepared in accordance with U.C.A. § 57-8a-601, as amended or superseded.

ARTICLE 12
Rights and Powers of the Master Association

12.1 Master Common Area. The Master Association shall be responsible for the exclusive management and control of the Master Common Area and the Master Common Facilities, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair. Each Neighborhood Association shall be responsible for the maintenance and repair of any Neighborhood Common Area pursuant to the terms and conditions of the applicable Neighborhood Declaration.

12.2 Personal Property and Real Property for Common Use. The Master Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests within or benefiting the Development conveyed to it by Declarant.

12.3 Rules and Regulations. The Board is hereby specifically authorized to adopt, amend, modify, supplement, cancel, limit, create exceptions to, expand, or enforce such reasonable Rules and Regulations applicable to the operation and use of the Master Common Area and Master Common Facilities within the Development. The Master Association shall have the right to promulgate rules and regulations for any Neighborhood Common Areas within any Neighborhood that are managed by a Neighborhood Association. The Board shall have the right from time to time through the exercise of its business judgment on behalf of the Master Association to promulgate rules and regulations that it deems beneficial to the Master Association, including, but not limited to: (i) traffic and parking regulations and other traffic control procedures; (ii) procedures and reasonable restrictions and limitations on the right to use the Master Common Area; and (iii) all procedural and substantive aspects for the establishment, levy, collection and payment of fines for any violations of any Rules and Regulations. Rules and Regulations are of equal dignity with and may be enforceable in the same manner as the provisions of this Master Declaration; provided:

(a) Rules and Regulations may not be enacted retroactively (except that if any activity is subsequently covered by Rules and Regulations and such activity ceases after enactment of the Rules and Regulations covering same, then the Rules and Regulations will apply to the activity thereafter);

(b) Rules and Regulations may not be incompatible with the provisions of this Master Declaration or any Supplemental Declaration;

(c) Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules and design criteria of the Master Association, the Board shall (i) at least fifteen (15) days before the Board will meet to consider any change to the Rules and Regulations, deliver notice to the Owners that the Board is considering a change to the Rules and Regulations; (ii) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action on the Rules and Regulations; and (iii) deliver a copy of the changes in the Rules and Regulations approved by the Board to the Owners within fifteen (15) days after the date of the Board meeting;

(d) Notwithstanding the requirements in (c) above, the Board may adopt Rules and Regulations without first giving notice to the Owners if there is an imminent risk of harm to the Master Common Area, a Unit, an Owner, or an Occupant or resident. The Board shall provide a copy of the changes in the Rules and Regulations as provided in (c) above;

(e) A Board action pursuant to this Section 12.3 is disapproved if within sixty (60) days after the date of the Board meeting where the action was taken: (i) (1) there is a vote of disapproval by at least fifty-one percent (51%) of all the allocated voting interests of the Members of the Master Association; and (2) the vote is taken at a special meeting called for that purpose by the Owners; or (ii) the Declarant delivers to the Board a writing of disapproval during the Period of Administrative Control;

(f) The Board has no obligation to call a meeting of the Owners to consider disapproval of any action to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce any Rules and Regulations, unless Owners submit a petition, in the manner prescribed in this Master Declaration for a special meeting, for the meeting to be held. Upon the Board receiving a petition as provided in the preceding sentence, the effect of the Board's action shall be: (i) stayed until after the meeting is held; and (ii) subject to the outcome of the meeting;

(g) During the Period of Administrative Control, the Declarant may exempt the Declarant from the Rules and Regulations, and may also exempt the Board and the Master Association from the rulemaking procedures under this Section 12.3;

(h) The Rules and Regulations shall treat similarly situated Owners similarly, except that Rules and Regulations may vary according to the level and type of service that the Master Association provides to Owners or Neighborhoods and differ between residential and nonresidential uses, if applicable;

(i) The criterion of any Rules and Regulations may not abridge the rights of an Owner to display religious and holiday signs, symbols, and decorations inside a Unit, provided that the Master Association may adopt time, place, and manner restrictions with respect to displays visible from outside a Unit;

(j) Rules and Regulations may not regulate the content of political signs; provided that Rules and Regulations may regulate the time, place, and manner of posting a political sign, and the Master Association design provision may establish design criteria for political signs;

(k) Rules and Regulations may not interfere with the freedom of an Owner to determine the composition of the Owner's household; provided that the Master Association may: (i) require that all Occupants of a Unit be members of a single housekeeping unit consistent with applicable Law; and (ii) limit the total number of Occupants permitted in each Unit on the basis of the Unit's size and facilities and the fair use of the Master Common Area;

(l) Rules and Regulations may not interfere with an activity of an Owner within the confines of a Unit to the extent that the activity is in compliance with local Laws and ordinances; provided that Rules and Regulations may prohibit an activity within a Unit if (i) the activity is not normally associated with a residential use or permitted by this Master Declaration or (ii) (1) creates monetary costs for the Master Association or other Owners, (2) creates a danger to the health or safety of Occupants of other Units, (3) generates excessive noise or traffic, (4) creates unsightly conditions visible from outside such Unit, (5) creates an unreasonable source of annoyance to persons outside such Unit, or (6) if there are attached Units, creates the potential for smoke to enter another Owner's Unit or the Master Common Area;

(m) Rules and Regulations may not, to the detriment of an Owner and over an Owner's written objection to the Board, alter the allocation of financial burdens among the various Units; provided that the Master Association may: (i) change the Master Common Area available to an Owner; (ii) adopt generally applicable Rules and Regulations for the use of Common Area; or (iii) deny use privileges to an Owner who is delinquent in paying Assessments, abuses the Master Common Area, or violates the Governing Documents. Notwithstanding the foregoing, Rules and Regulations cannot alter the method of levying Assessments or increase the amount of Assessments as provided in this Master Declaration;

(n) Rules and Regulations may not prohibit the transfer of a Unit or require the consent of the Master Association or Board to transfer a Parcel; provided that, Rules and Regulations may prohibit any Owner (other than the Declarant) from selling its Parcel or Unit via fractional interests;

(o) Rules and Regulations may not require an Owner to dispose of personal property that was in or on a Unit before the adoption of Rules and Regulations if the personal property was in compliance with all Rules and Regulations and the terms and conditions of the Governing Documents previously in force; provided that such exception only applies during the period of the Owner's ownership of the Unit and does not apply to a subsequent Owner who takes title to the Unit after adoption of such Rules and Regulation;

(p) Rules and Regulations or action by the Master Association or Board may not unreasonably impede a Declarant's ability to satisfy existing development financing for Master Common Facilities and right to develop the Development or other properties in the vicinity of the Development;

(q) Rules and Regulations or action by the Master Association or Board may not interfere with the use or operation of an amenity that the Master Association does not own or control the exercise of a right associated with an easement;

(r) Rules and Regulations may not divest an Owner of the right to proceed in accordance with a completed application for design review, or to proceed in accordance with another approval process, under the terms of the Governing Documents in existence at the time the completed application was submitted by the Owner for review;

(s) The Master Association may through Rules and Regulations: (i) regulate the use, maintenance, repair, replacement, and modification of the Master Common Area; (ii) impose and receive any payment, fee, or charge for the use, rental, or operation of the Master Common Area, except any Limited Common Area(s), or service provided to an Owner; (iii) impose a charge for a late payment of an Assessment; or (iv) provide for the indemnification of its officers and Board consistent with applicable Laws;

(t) The Master Association may not prohibit an Owner from displaying a United States flag inside a dwelling or Limited Common Area or on a Parcel, if the display complies with United States Code, Title 4, Chapter 1, The Flag, or other applicable Law. The Master Association may restrict the display of a flag on the Master Common Area;

(u) If permitted by applicable Law, the Board may modify the conditions and stipulations set forth in subsections (c) through (s) above; and

(v) Rules and Regulations will not become effective until ten (10) days after notice thereof is given to all Members or such later date as stated in the notice (certification by the Master Association that proper notice was given in accordance with this Section to be conclusive absent proof of fraud).

12.4 Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or the other Governing Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege so given to it or reasonably necessary to effectuate any such right or privilege.

12.5 Governmental Interests. During the Period of Administrative Control, Declarant shall have the right to designate sites within the Development, which may include Master Common Area owned by the Master Association, for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

12.6 Enforcement.

12.6.1 General. Declarant, the Master Association, and their successors and assigns, and any Owner, have the right to enforce observance and performance of all covenants, conditions, easements, and restrictions set forth in this Master Declaration and in all other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, and all other rights and remedies set forth in this Master Declaration, to an injunction either prohibitive or mandatory.

12.6.2 Right to Inspect and Cure Defaults. The provisions of Section 6.3.5 apply to any breach of this Master Declaration and any other applicable Governing Documents. In addition, and without prior notice, the Master Association may photograph any violation or

suspected violation at any time and otherwise obtain evidence to confirm the existence or non-existence of any suspected violation in any reasonable manner without liability in trespass or otherwise.

12.6.3 No Estoppel, Waiver or Liability. No failure by Declarant or the Master Association to enforce any of the provisions of this Master Declaration or any other Governing Documents will in any event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to Declarant, the Master Association, or their respective Related Parties or committee members, for failure to enforce any provisions of this Master Declaration or any other Governing Documents.

12.6.4 Cumulative Rights and Remedies. Each right and remedy set forth in this Master Declaration and each other Governing Document is separate, distinct and non-exclusive, and all such rights and remedies are cumulative. The pursuit of any right or remedy so provided or as provided by applicable Laws, or the failure to exercise a particular right or remedy, will not be construed as a waiver of such right or remedy or any other right or remedy. Without limitation of the foregoing, the provisions of this Section are declared specifically to be cumulative of the provisions contained in the Bylaws.

12.6.5 Liability for Conduct of Related Parties. Each Neighborhood Association and their respective Owners, and Lessees of such Owners or Occupants of the Units of such Owners, must ensure that their respective Related Parties strictly comply with all applicable provisions of this Master Declaration and all other Governing Documents. Each Neighboring Association and Owner is liable for all consequences of any such violation by the Owner's Related Parties, and each Owner, Lessee and Occupant is jointly and severally liable for all consequences of any such violation by Related Parties of such Owner, Lessee, or Occupant. To the same extent as aforesaid, each Owner, Lessee, and Occupant must indemnify and hold harmless Declarant, the Master Association, and their respective Related Parties from any and all Claims of whatsoever kind whether incurred prior to, during or after proceedings in a court of competent jurisdiction, resulting, directly or indirectly, from any such violation.

12.6.6 Obligation for Payment of Costs and Expenses Resulting from Violations. Each Owner, Lessee and/or Occupant found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Master Declaration or any other Governing Documents is jointly and severally liable for payment to the Master Association for, and to indemnify and to hold and save harmless the Master Association and its Related Parties from, any and all Claims, of whatsoever kind whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Master Association all sums of money which the Master Association or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are secured by the continuing Assessment lien established by this Master Declaration. All such sums are due and payable upon demand by the Master Association or its representative without the necessity of any other or further notice of any act, fact or information concerning the Master Association's rights or such Owner's or their Lessee's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the

Master Association's payment or liability to pay the Claim with sufficient detail to identify the basis for the payment or liability to pay.

12.6.7 Notice and Opportunity to be Heard. Substantial compliance with the procedures set forth in the Bylaws is sufficient whenever this Master Declaration or any other Governing Document requires notice and opportunity to be heard regarding any alleged violation of the Governing Documents.

12.6.8 Filing of Notices of Non-Compliance. At any time the Board determines in good faith there probably exists any noncompliance with any provisions of this Master Declaration or any other Governing Document, the Board may direct that a notice of noncompliance be Recorded covering the affected Unit or Units and the Owner(s) thereof at the sole cost and expense of such Owner(s). All such costs and expenses are due and payable upon demand, and are secured by the Master Association's continuing Assessment lien.

12.7 Sewer Services. Jordanelle Special Service District will provide sewer services for the Development pursuant to a contract between the Master Association and Jordanelle Special Service District, or any successor or assignee (the "**Sewer District**"), or any other accessible provider of sewer services selected by the Board. Due to the physical contours and layout of the Development, certain Parcels within the Development may require sewage ejector pumps or similar facilities to connect to the main sewer lines in the Development. Each Owner shall be responsible for the cost of purchasing, installing and maintaining any such equipment required for their Parcel. The specifications and location of all supplementary sewer facilities shall be subject to the review and approval of the ACC, in conjunction with the Sewer District. It is specifically permitted that bonds be issued by the Sewer District, or other applicable entity, in connection with funding of the cost of any Improvements by the Sewer District to portions of the Property and the maintenance and repair thereof and the costs for the payment of such bonds shall be added to and become part of the Assessments payable under this Master Declaration. The Master Association will be responsible to maintain any portion of the storm water sewer system including, but not limited to retention ponds and retention basins, which are located within, on or under any portion of the Development.

ARTICLE 13
Assessments

13.1 Creation of Assessments. There are hereby created Assessments for Master Association expenses as may from time to time specifically be authorized by the Board, to be commenced at the time and in the manner set forth in Section 13.8. There shall be three (3) types of Assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Owners in the Master Association; (b) Neighborhood Assessments; and (c) Special Assessments as described in Section 13.4. Each Owner by acceptance of a deed is deemed to covenant and agree to pay all applicable Assessments.

Base Assessments shall be levied against each Owner, as provided in Section 13.2 below. Neighborhood Assessments may be levied against particular Neighborhood Associations, or against the Owners within such Neighborhood Association, as determined by the Board, as set forth in Section 13.3 below. Special Assessments shall be levied as provided in Section 13.4 below.

All Assessments, together with interest at the greater of fifteen percent (15%) per annum, compounded annually, or the "prime lending rate" published from time to time by the *Wall Street Journal* or other financial publications, plus 400 basis points per annum, compounded annually (provided that the interest rate cannot exceed the maximum rate allowed by Utah Law), as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the real property owned by the applicable Owner against which each Assessment is made until paid. Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

The Master Association shall, upon demand at any time, furnish to any Neighborhood Association and/or Owner liable for any type of Assessment a certificate in writing setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Master Association of any Assessments therein stated to have been paid. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable on the first day of each calendar quarter during any fiscal year. If any Neighborhood Association and/or Owner is delinquent in paying any Assessments or other charges, the Board shall require any unpaid installments of the Base Assessment, Neighborhood Assessment and/or any other Assessments to be paid in full immediately, unless exceptional circumstances exist (as determined by the Board in its sole discretion).

No Neighborhood Association or Owner may waive or otherwise exempt itself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of the Master Common Facilities or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Neighborhood Association and/or Owner. No diminution or abatement of any Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under this Master Declaration or the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any Law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Master Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

13.2 Computation of Base Assessment. At least sixty (60) days before the beginning of each fiscal year, the Board will prepare a budget covering the estimated Common Expenses of the Master Association during the coming fiscal year. The budget shall include a capital contribution establishing and maintaining a Reserve Fund in accordance with a budget separately prepared, as provided in Section 13.5 of this Article.

The Base Assessments shall be equally allocated to all Owners within the Development. Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments determined pursuant to the above formula by taking into account:

(a) other sources of funds available to the Master Association; and

(b) Assessments to be levied upon Neighborhood Associations reasonably anticipated to become subject to assessment during the fiscal year.

During the Period of Administrative Control, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessments for any fiscal year by loaning funds or paying a subsidy to the Master Association (in addition to any amounts paid by Declarant under Section 13.1 above); provided, any such loaned amounts or subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made available to the membership. The payment of any loaned amount or subsidy in any year shall under no circumstances obligate Declarant to continue to make loans or subsidies in future years.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Owner and any Neighborhood Association to be furnished or otherwise made available to each Owner. After the expiration of the Period of Administrative Control, the budget may be disapproved if, within forty-five (45) days after the date when the budget is presented, there is a vote of disapproval by at least fifty-one percent (51%) of all of the allocated voting interests of the Members in the Master Association, and the vote is taken at a special meeting called for that purpose by the Members under this Master Declaration or the Governing Documents. If the budget is disapproved, the budget that the Board last adopted that was not disapproved by the Members shall continue as the budget until and unless the Board presents another budget to the Members and that budget is not disapproved. During the Period of Administrative Control, Members may not disapprove a budget.

13.3 Computation of Neighborhood Assessments. In the event a Neighborhood Association disproportionately benefits from use of the Master Common Facilities or requires additional services or a higher level of services than what is provided to the Development at large or to other Neighborhood Associations, the Board, in its sole discretion, may equitably allocate the Common Expenses between and/or among the Neighborhood Associations and the Owners through Base Assessments as well as Neighborhood Assessments to such Neighborhood Association that disproportionately uses the Master Common Facilities.

13.4 Special Assessments.

13.4.1 All Owners. The Master Association may levy Special Assessments against all the Owners as follows:

(a) for purposes of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Master Association, including expenses incurred in connection with the Summit County Road Agreement, or the cost of any construction or replacement of, a specific capital improvement upon the Master Common Area, including the necessary fixtures and personal property related thereto; and

(b) for purposes of providing any necessary funds for restoration and repair of damaged or destroyed Master Common Area or Areas of Common Responsibility in accordance with the provisions hereof, unless the Owners elect not to repair same pursuant to Section 8.1.2 of this Master Declaration.

Any Special Assessment levied pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which such Special Assessment is approved, if the Board so determines.

13.4.2 Individual Owners. The Master Association may also levy Special Assessments against any individual Owner as follows:

(a) reasonable charges for:

(i) providing a statement of Assessments or indebtedness, including resale certificates;

(ii) reasonable administrative fees to reflect changes of ownership, tenancy or occupancy on the records of the Master Association, including, but not limited to a fee for providing Master Association payoff information needed in connection with the financing, refinancing, or leasing of an Owner's Parcel, which amount shall not exceed the maximum amount allowed by applicable Law;

(iii) administrative fees for providing Association payoff information needed in connection with financing, refinancing, or closing of a lot owner's sale of the lot owner's lot, as provided for in Utah Code Annotated Section 57-8a-106. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Master Association but may incur additional fees;

(iv) plan fees and other fees associated with reviewing, processing and approving applications for architectural approval, which fees may not exceed the actual cost of reviewing, processing and approving such applications;

(b) admission or usage fees applicable to any Master Common Area and/or Master Common Facility as from time to time established by applicable Rules and Regulations;

(c) fines as from time to time established by applicable Rules and Regulations for any violation of this Master Declaration or other Governing Documents;

(d) all other monetary obligations established by or pursuant to this Master Declaration or other Governing Documents; and

(e) any costs associated with the maintenance or repair of any Limited Common Area or Limited Common Area Improvements appurtenant to such Owner's Unit(s).

With respect to any Special Assessments levied on a regular basis, the Master Association may require an Owner to pay any such applicable Special Assessments on a regular recurring basis concurrently with the payment of Base Assessments.

13.4.3 Payment; Waiver. Special Assessments as authorized by Section 13.4.1 are due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Master Association (or managing agent as applicable) to impose or collect any Special Assessment is not grounds for any action against the Master Association, any managing agent, or their respective directors, officers, agents or employees, and does not constitute a waiver of the right to exercise authority to collect any Special Assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any special Assessment authorized by Section 13.4.1, provided, any such waiver must be conditioned upon payment in full of all remaining monetary obligations or receipt of written commitment that same will be paid within a specified period of time.

13.5 Reserve Budget and Capital Contribution. The Board shall cause the Association to establish and maintain a Reserve Fund to accumulate money to cover the cost of repairing, replacing, and restoring the Master Common Area, Master Common Facilities, and Summit County Improvements to the extent required by the Act, but excluding any cost that can reasonably be funded from the Master Association's general budget or from other Master Association funds (the "***Reserve Fund***"). Pursuant to *Section 57-8a-211* of the Act, the Board shall cause a Reserve Fund analysis to be conducted as required by law. The Master Association shall review and, if necessary, update the reserve analysis as required by the Act. Based upon the reserve analysis, the Board shall establish a reserve budget. The Board will provide a copy of the reserve analysis and any update thereto to any Owner requesting the same. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Master Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of Assessments. The Reserve Fund shall not be used for daily maintenance expenses, unless at least fifty-one percent (51%) of all the allocated voting interests of the Members of the Master Association vote to approve the use of the Reserve Fund for such purpose, or for any purpose other than the purpose for which the Reserve Fund was established. The Reserve Fund shall be maintained separate from other Master Association funds. The Board will prepare and submit the Reserve Fund analysis as required by the Act. The Reserve Fund may be invested in a prudent manner, subject to any investment constraints imposed by the Governing Documents. The above requirements do not apply to the Master Association during the Period of Administrative Control.

13.6 Reinvestment Fee.

13.6.1 Reinvestment Fee. Each purchaser (excepting the initial purchaser) of a Unit within the community shall pay to the Master Association at closing a "***Reinvestment Fee***" immediately upon becoming the Owner of such Unit (i.e., at closing of the purchase) in such amount as is established from time to time by the Board, to reimburse the Master Association for costs incurred by the Master Association in connection with the transfer of title to such new Owner and for the payment of other expenses and/or reserves, as the Board may determine in its sole and exclusive discretion. The Reinvestment Fee shall be one half percent (0.5%) of the Gross Sales Price of any Unit unless otherwise determined by the Board; provided, however, that in no event shall the Reinvestment Fee exceed the maximum percentage of the Gross Sales Price of any Unit that is allowed by applicable Law. The Board shall have the right to collect and enforce the payment of Reinvestment Fees in the same manner as enforcement and collection of delinquent Assessments as further described in this Master Declaration. In the event that any Reinvestment Fee is not paid at the relevant closing to the Master Association, the Board shall have the right to impose a penalty against the new Owner of such Unit in an amount as determined by the Board from time to time in its sole discretion.

13.6.2 Gross Sales Price. For purposes of this Section 13.6, "***Gross Sales Price***" shall mean, in the case of a transfer that is in all respects a bona fide sale, the greater of: (a) the Gross Sales Price stated in the agreement for purchase and sale, (b) the Gross Sales Price stated on the settlement statement prepared by a third-party escrow or title agent, or (c) the total consideration given for the transfer (or the equivalent thereof which would have been received by the transferor had the transaction been an arms-length, third-party cash transaction, in the event the transfer is not an arms-length, third-party cash transaction) of the Unit subject to transfer. In case of a transfer that is a lease for a period of twenty (20) or more years or is otherwise not in all respects a bona fide sale, the Gross Sales Price of the Unit subject to transfer shall be the fair market value of the Unit as determined by the Board. A transferee may make written objection to the Board's determination of value for a non-arms-length transfer within fifteen (15) days after the Board has given notice of such determination, in which event the Board shall obtain an appraisal, at the transferee's sole expense, from a certified real estate appraiser of good reputation, who is qualified to perform appraisals in Utah, who is familiar with Wasatch County and local area real estate values, and who shall be selected by the Board. Any appraisal so obtained shall be binding on both the Board and the transferee. Notwithstanding any provision herein to the contrary, where a transferee does not object within the fifteen (15) day period established above, the transferee shall be deemed to have waived all right of objection concerning the Gross Sales Price and the Master Association's determination of such shall be binding.

13.6.3 Mortgages. No Reinvestment Fee shall be payable and a transfer shall not be deemed to have occurred with respect to (a) the creation of any Mortgage; (b) any foreclosure of a Mortgage; (c) the exercise of a power of sale available under a Mortgage; (d) the taking of a deed or assignment in lieu of a foreclosure by a Mortgagee; (e) the conveyance by a Mortgagee of a deed to a Unit to a grantee if such Mortgagee shall have obtained title to such Unit pursuant to subclause (b), (c) or (d) above; or (f) any transfer to any closely held entity solely for estate planning purposes. For purposes of this Section 13.6, a "***transfer***" shall mean, whether in one transaction or in a series of related transactions, any sale, conveyance, assignment, lease, or other

transfer of any beneficial ownership of or interest in any Unit, including, but not limited to, (i) the conveyance of fee simple title to any Unit, (ii) the transfer of any ownership interest in any timeshare or fractional ownership interest or vacation club interest, (iii) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly owns one or more Units, and (iv) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity, which, directly or indirectly, owns one or more Units. The Declarant, prior to the organization of the Master Association, and thereafter the Board, shall have the right to determine in their respective sole and exclusive judgment whether or not a "transfer" has occurred for the purposes of levying a Reinvestment Fee.

13.6.4 Separate Notice. A separate notice regarding the levying of Reinvestment Fees as required by this Section 13.6 has been or shall be Recorded.

13.7 Date of Commencement of Assessments. The obligation to pay the applicable Assessments provided for herein shall commence as to each Unit on the first day of the month following the Annexation of such Unit into the Development to the extent such Unit is not already included within the Development. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual Base Assessment levied on any Unit shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on such Unit.

13.8 Written Statement of Unpaid Assessment. The Board may issue a written statement indicating any unpaid Assessment with respect to a Unit upon the written request of the Board or an officer of such Association and payment of a reasonable fee in connection with such request not to exceed the maximum amount permitted by applicable Law.

13.9 Fines. To the extent not prohibited by Law, the Board shall have the right, from time to time to adopt, revise and modify a policy related to the issuance of fines in the event of a violation of the terms and conditions of this Master Declaration and the other Governing Documents. The fine policy will set forth the list of covenants for which fines may be issued from time to time and the amount of the fines. If any fine is not paid within ten (10) days after notice of the Assessment, a late fee will be assessed and interest at the rate of the greater of 15% per annum, compounded annually,, or the prime lending rate as published from time to time by the *Wall Street Journal* plus 400 basis points per annum, compounded annually, will accrue until paid. In the event a fine is assessed, an Owner may request a formal hearing and appeal the fine in accordance with the requirements set forth in the Act. The Board may assess a fine against any Neighborhood Association or any Owner for a violation of the Governing Documents in accordance with the Act. Before assessing a fine, the Board will give the Neighborhood Association or the Owner, as the case may be, a written warning that (i) describes the violation; (ii) states the rule or provision of the Governing Documents that is violated; (iii) states that the Master Association may assess fines against Neighborhood Association or the Owner if the violation continues and is not cured or if the Neighborhood Association or the Owner commits similar violations within one year after the day on which the Master Association gives the Neighborhood Association or the Owner the written warning or assesses a fine against the Neighborhood Association or the Owner for such violation; and (iv) if the violation is a continuing violation, states a time that is not less than forty-eight (48)

hours after the day on which the written warning is given by which the Neighborhood Association or the Owner must cure the violation. Any unpaid fines shall be treated as Special Assessments and shall be paid by such Neighborhood Association or the Owner, subject to any applicable interest and late fees commencing as of the later of (1) the date of the Assessment, or (2) if the Neighborhood Association or the Owner requests a hearing, the date of the final decision following such hearing. In the event a Neighborhood Association is assessed a fine as a result of the activities of an Owner that is a member of such Neighborhood Association, the Owner will be responsible to reimburse the Neighborhood Association for such fine pursuant to the terms of the Master Declaration for such Neighborhood Association. If a Neighborhood Association or an Owner disputes the assessment of a fine, such Neighborhood Association or Owner may request an informal hearing to protest or dispute the fine within fourteen (14) days from the date of the notice of the fine. For any fine imposed against any offending Neighborhood Association or Owner, the offending Neighborhood Association or Owner shall be barred from challenging the validity of such fine if such Neighborhood Association or Owner does not deliver a written hearing request to the Board within fourteen (14) days of the notice of such fine. At any such informal hearing, based on the information provided by the Neighborhood Association or Owner as well as any other information available to the Board, the Board shall make a reasonable determination regarding whether to rescind, reduce, or waive the fine.

13.10 Assessment Liens. The Master Association has a lien against each Unit for Assessments and, except as otherwise provided in this Master Declaration, for fines, fees, charges, and costs associated with collecting any unpaid Assessment, including court costs and reasonable attorney fees, late charges, interest, fines, and any other amount that the Master Association is entitled to recover under this Master Declaration, at law, or through an administrative or judicial decision. The obligation to pay Assessments as provided herein is part of the purchase price of each Unit when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Master Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Master Association to secure the payment of Assessments and other amounts owed hereunder. The Recording of this Master Declaration constitutes record notice and perfection of the above-described liens. If an Assessment is payable in installments, the lien will be for the full amount of the Assessment from the time the first installment is due, unless the Master Association otherwise provides in a notice of Assessment. Any unpaid Assessment or fine shall accrue interest at the rate provided in this Master Declaration. Any and all liens provided for in this Section 13.10 shall have priority over each other lien and encumbrance on a Unit except: (a) a lien or encumbrance Recorded before this Master Declaration is Recorded; or (b) a lien for real estate taxes or other governmental Assessments or charges against the Unit. To evidence any lien hereunder, the Master Association may prepare a written Notice of Assessment Lien setting forth the amount of the Assessments and other amounts due and owing, the name of the Owner of the Unit subject to such Assessments, and other amounts due and owing and a description of such Unit, which shall be signed by an officer of the Master Association and may be Recorded.

13.11 Enforcement of a Lien. To enforce a lien, the Master Association may cause a Unit to be sold through non-judicial foreclosure as though the lien were a deed of trust, in the manner provided by U.C.A. §§ 57-1-24, 57-1-25, 57-1-26, and 57-1-27 (as amended or replaced from time to time) and the Act, or foreclose the lien through a judicial foreclosure in the manner

provided by Law for the foreclosure of a Mortgage and the Act. For purposes of a non-judicial or judicial foreclosure, the Master Association is considered to be the beneficiary under a trust deed; and the Owner is considered to be the trustor under a trust deed. An Owner's acceptance of the Owner's interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to the trustee designated below for the purpose of securing payment of all amounts due under this Master Declaration. A power of sale and other powers of a trustee under this part and under U.C.A. § 57-1-19 through 57-1-34 (as amended from time to time) may not be exercised unless the Master Association appoints a qualified trustee. The trustee herein designated may be changed at any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Master Association and attested to by the Secretary of the Master Association and Recorded pursuant to U.C.A. § 57-1-22 (as amended from time to time). A Person may not be a trustee hereunder unless the Person qualifies as a trustee under U.C.A. § 57-1-21(1)(a)(i) or (iv) (as amended from time to time). A trustee is subject to all duties imposed on a trustee under U.C.A. §§ 57-1-19 through 57-1-34 (as amended or replaced from time to time). Notwithstanding the foregoing, the Master Association may bring an Action against an Owner to recover an amount for which a lien is created under U.C.A. § 57-8a-301 (as amended or replaced from time to time) or from taking a deed in lieu of foreclosure, if the Action is brought or deed taken before the sale or foreclosure of such Owner's Unit.

Declarant hereby appoints Jeremy C. Reutzel, Esq., a member of the Utah State Bar, as the initial trustee (and to any substitute or successor trustee as hereinafter provided for). The Declarant hereby conveys and warrants pursuant to U.C.A. §§ 57-1-20 and 57-8a-302 (as amended from time to time) to Jeremy C. Reutzel, Esq., a member of the Utah State Bar, as trustee with power of sale over each Unit and any and all Improvements appurtenant to each such Unit (and to any substitute or successor trustee as hereinafter provided for), each Unit, and all Improvements appurtenant to each such Unit, for the purpose of securing payment of Assessments under the terms of this Master Declaration to the Master Association, which shall be the beneficiary under such conveyance. Declarant shall appoint a successor trustee in the event of vacancy or as otherwise necessary. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed by a request by the President of the Master Association) to enforce this trust and to sell such Unit, and all rights appurtenant thereto.

At least thirty (30) calendar days before initiating a non-judicial foreclosure, the Master Association shall provide notice ("***Notice of Sale***") to the Owner of the Unit that is the intended subject of the non-judicial foreclosure. The Notice of Sale shall: (a) notify the Owner that the Master Association intends to pursue non-judicial foreclosure with respect to the Owner's Unit to enforce the Master Association's lien for an unpaid Assessment; (ii) notify the Owner of the Owner's right to demand judicial foreclosure in the place of non-judicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested; and (iv) be in substantially the following form:

NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE

> The Black Rock Estates Master Association, Inc., a Utah non-profit corporation, the Master Association for the project in which your Unit is located, intends to foreclose upon your Unit using a procedure that will not require the Master Association to file a lawsuit or involve a court. This procedure is being followed in order to enforce the association's lien against your Unit and to collect the amount of an unpaid Assessment against your Unit, together with any applicable late fees, interest, and costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that "I demand a judicial foreclosure proceeding upon my Unit," or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within fifteen (15) days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is that of the trustee, which address shall be on file with the Master Association.

The Notice of Sale may be included with other Master Association correspondence to the Owner. The Master Association may not use a non-judicial foreclosure to enforce a lien if the Owner mails to the Master Association within fifteen (15) days after the date of the postmark on the envelope of the Notice of Sale sent to the Owner a written demand for judicial foreclosure by U.S. mail, certified with a return receipt requested, to the address stated in the Notice of Sale sent to the Owner.

A court entering a judgment or decree in a judicial Action brought by the Master Association shall award the prevailing party its costs and reasonable attorney fees incurred before the judgment or decree and, if the Master Association is the prevailing party, any costs and reasonable attorney fees that the Master Association incurs collecting the judgment, in addition to pre-judgment interest on the principal amount due and owing. In a non-judicial foreclosure, the Master Association may include in the amount due, and may collect, all costs and reasonable attorney fees incurred in collecting the amount due, including the costs of preparing, Recording, and foreclosing a lien.

The Master Association's non-judicial foreclosure of a Unit is governed by U.C.A. §§ 57-1-19 through 57-1-34 to the same extent as though the Master Association's lien were a trust deed and the Act. If there is a conflict between a provision of the Act and a provision of U.C.A. §§ 57-1-19 through 57-1-34 with respect to the Master Association's non-judicial foreclosure of a Unit, the Act controls. The Master Association may abandon a judicial foreclosure, non-judicial foreclosure, or sheriff's sale and initiate a separate Action or another judicial foreclosure, non-judicial foreclosure, or sheriff's sale if the initial judicial foreclosure, non-judicial foreclosure, or

sheriff's sale is not complete. In the event of an amendment to applicable Utah Law regarding the enforcement of any lien and the judicial or non-judicial foreclosure on any Unit, the President of the Master Association, acting without joiner of any other Owner or Mortgagee or other Person may, by Recorded amendment to this Master Declaration, amend the provisions hereof so as to comply with such amendments to the applicable Utah Law.

At any judicial foreclosure or non-judicial foreclosure, the Master Association shall be entitled to bid up to the amount of the sum secured by its lien, together with interest, costs, and expenses of sale, including trustee's and attorney's fees and other amounts due and owning, and to apply as a cash credit against its bid all sums due to the Master Association covered by the lien foreclosed.

From and after any such foreclosure, the Occupants of such Unit shall be required to pay a reasonable rent for the use of such Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Unit by forcible detainer without further notice. During any period in which a Unit is owned by the Master Association following foreclosure or sale in lieu thereof: (a) no Assessment shall be levied on it; and (b) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Master Association as a result of foreclosure.

The Master Association need not pursue a judicial foreclosure or non-judicial foreclosure to collect an unpaid Assessment but may file an Action to recover a money judgment for the unpaid Assessment without waiving the lien or its rights and remedies as provided herein or available at law or in equity.

13.12 Subordination of Assessment Liens. Each Assessment lien, including interest, late charges (subject to the limitations of applicable Law), and costs (including attorney's fees and costs) provided for herein, shall be subordinate to any tax liens.

13.13 Termination of Rights. The Board may terminate a Delinquent Party's right of access to and use of the Master Common Area and the Master Common Facilities provided that the Master Association may not prevent vehicular or pedestrian access to the Unit across any private streets or walkways that may be part of the Master Common Areas. A "***Delinquent Party***" means an Owner who fails to pay an Assessment when due or the Owners of a Neighborhood Association that fails to pay an Assessment when due. Before terminating the right of access to and use of the Master Common Area and/or Master Common Facilities, the Board shall give the Delinquent Party notice ("***Termination Notice***") in a manner provided in this Master Declaration. The Termination Notice shall state: (a) that the Master Association will terminate the right of access to and use of the Master Common Area and/or Master Common Facilities, or both, if the Master Association does not receive payment of the Assessment, including any fines, penalties, interest and late payment fees, within fourteen (14) days after the date of the Termination Notice; (b) the amount of the Assessment due, including any fines, penalties, interest or late payment fee; and (c) the Delinquent Party's right to request a hearing. A Delinquent Party may submit a written request to the Board for an informal hearing to dispute the Assessment, which request must be

submitted within fourteen (14) days after the date the Delinquent Party receives the Termination Notice. If the Delinquent Party timely requests a hearing, the Board shall conduct an informal hearing in accordance with the standards provided in this Master Declaration or the Rules and Regulations. If a Delinquent Party requests a hearing, the Master Association may not terminate a utility service or right of access to and use of the Master Common Area and/or Master Common Facilities until after the Board conducts the hearing and enters a final decision. If the Master Association terminates a right of access to and use of the Master Common Area and/or Master Common Facilities, the Master Association shall take immediate action to reinstate the service or right following the Delinquent Party's payment of the past due Assessment, including any fines, penalties, interest and late payment fees.

13.14 Rent Application. The Board may require an Occupant under a Lease with an Owner to pay to the Master Association all future Lease or rent payments payable and due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable, beginning with the next monthly or periodic payment due from the Occupant and continuing until the Master Association is paid in full the Amount Owing (as defined below). Before requiring an Occupant to pay Lease payments to the Master Association, the Master Association's manager or Board shall give the Owner written notice in accordance with the terms of this Master Declaration ("***Rent Application Notice***"). The Rent Application Notice shall state: (a) the amount of the Assessment due, including any interest, late fee, collection cost, and attorney fees; (b) that any costs of collection, including attorney fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of Lease payments; and (c) that the Master Association intends to demand payment of future Lease payments from the Occupant of the Owner's Unit if the Owner does not pay the Amount Owing within fifteen (15) days after the date of the Rent Application Notice. If an Owner fails to pay the Amount Owing within fifteen (15) days after the date of the Rent Application Notice, the Master Association's manager or Board may exercise the Master Association's rights herein by delivering a written notice to the Occupant ("***Rent Payment Notice***"). The Rent Payment Notice shall state that: (i) due to the Owner's failure to pay an Assessment within the required time, the Board has notified the Owner of the Board's intent to collect all Lease payments from the Occupant until the Amount Owing is paid; (ii) the Law requires the Occupant to make all future Lease payments, beginning with the next monthly or other periodic payment, to the Master Association, until the Amount Owing is paid; and (iii) the Occupant's payment of Lease payments to the Master Association does not constitute a default under the terms of the Lease with the Owner. The manager of the Master Association or the Board shall mail a copy of the Rent Payment Notice to the Owner. An Occupant who receives a Rent Payment Notice shall pay to the Master Association all future Lease payments as they become due and owing to the Owner beginning with the next monthly or other periodic payment after the Rent Payment Notice is delivered to the Occupant and until the Master Association notifies the Occupant that the Amount Owing is paid. An Owner shall credit each payment that the Occupant makes to the Master Association pursuant to a Rent Payment Notice against any obligation that the Occupant owes to the Owner as though the Occupant directly made the payment to the Owner, and the Owner may not initiate a suit or other Action against an Occupant that receives a Rent Payment Notice for failure to make a Lease payment that the Occupant pays to the Master Association as required herein. Within five (5) business days after the Amount Owing is paid in full, the manager of the Master Association or the Board shall notify the Occupant in writing that the Occupant is no longer required to pay future

Lease payments to the Master Association. The manager of the Master Association or the Board shall mail a copy of the cessation notification to the Owner. The Master Association shall deposit money paid to the Master Association under this Section in a separate account and not disburse that money to the Master Association until the Amount Owing is paid and any cost of administration, not to exceed $250.00, is paid. The Master Association shall, within five (5) business days after the Amount Owing is paid, pay to the Owner any remaining balance. The term "***Amount Owing***" means the total of any Assessment or lien amount that is due and owing and any applicable interest, late fee, and cost of collection. The term "***Lease***" means an arrangement under which an Occupant occupies a Unit in exchange for the Owner receiving a consideration or benefit, including a fee, service, gratuity, or emolument.

13.15 Exempt Property.

13.15.1 Master Common Areas. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) all Master Common Area; and

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

13.15.2 Declarant Property. Notwithstanding anything to the contrary herein, any property and Units owned by the Declarant or Declarant's Affiliates, including, without limitation, the Developer Areas, shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments; provided, however, that any Assessments arising under the Summit County Road Agreement shall be paid (Declarant Property not exempt).

13.16 Enforcement. Except as provided under Section 4.10 which outlines when the Board may be compelled to enforce, the Board shall use its reasonable judgment to determine whether to exercise the Master Association's powers to impose sanctions or pursue legal Action for a violation of the Governing Documents, including: (a) whether to compromise a claim made by or against the Board or the Master Association, and (b) whether to pursue a claim for an unpaid Assessment. The Master Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (i) the Master Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current Law; (iii) a technical violation has or may have occurred, and such violation is not material as to a reasonable person or does not justify expending the Master Association's resources; or (iv) it is not in the Master Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides to forego enforcement, the Master Association is not prevented from later taking enforcement action, and any inaction by the Board or the Master Association shall not be deemed a waiver of any rights to take any enforcement action in the future. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking an enforcement action.

13.17 Conflict Resolution Regarding Claims against Association or Declarant.

13.17.1 Statement of Intent. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit that Owner is purchasing or owns and any Master Common Facilities, all prior to purchasing a Unit. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty if any warranty is provided, and having paid market price for a Unit in the condition it and the Units and any applicable Common Area are in at the time of purchase, it is acknowledged that it is/would be unfair and improper to thereafter seek to have the Declarant, a builder, a contractor, and/or any subcontractor performing work in the Development to change, upgrade, or add additional work to the Development outside of any express warranty obligation. Moreover, each Neighborhood Association, each Owner (by purchasing a Unit), and the Declarant acknowledges and agrees that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Units for years, unfairly prejudicing those Owners who must sell or may want to sell their Unit during any period when litigation is pending. For this reason, each Neighborhood Association, each Owner (by purchasing a Unit), and the Declarant agrees and acknowledges that certain disputes simply will not be pursued, to the extent permitted by Law, and that others shall be pursued only through certain specific alternative dispute resolution mechanisms and only after full disclosure, Right to Cure Periods, and knowing approval of the Owners and the Neighborhood Associations. Consistent with this dispute avoidance intent and mandate and in an effort to provide an avenue of recovery against the party responsible for faulty construction, the Declarant may obtain and provide warranties to the Master Association, or that the Master Association may enforce, from subcontractors related to the construction of the Master Common Facilities. It is the intent, as agreed to by each Owner by and upon the purchase of a Unit, that these warranties (from contractors and subcontractors), if they are obtained, whatever they might cover and whomever they are from, are the sole remedy to the extent permitted by Law, in case of any defects or damages arising from defects of any kind related to construction or development of the Master Common Facilities. The intent of this Section is to eliminate, to the extent possible, Claims against or involving the Declarant and Claims related to the construction of the Master Common Facilities, and, when and if any such Claim is permitted as a matter of Law or pursuant to this Master Declaration, to ensure that every opportunity is made to resolve the Claim outside of a normal court procedure. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

13.17.2 Association Warranties. The Declarant may, but is not obligated to, provide for certain warranties from contractors or subcontractors to the Master Association related to the construction of the Master Common Facilities ("***Association Warranties***" or an "***Association Warranty***"). The Master Association shall have the right, as provided for in any such Association Warranties, to directly enforce and seek performance of such Association Warranties from the subcontractors who performed the work in the construction of the Master Common Facilities. There is no guarantee or warranty by the Declarant that any Association Warranties will be provided or that such Association Warranties, if provided will cover any particular component or aspect of the Master Common Facilities.

13.17.3 Owner Warranties. The Declarant, builder, or contractor may have provided certain warranties to certain Owners related to the Parcels or Units purchased by such Owner ("***Owner Warranties***" or an "***Owner Warranty***"). The first Owner of a Unit to whom any Owner Warranty is issued or with whom a legal warranty arises, and only such Owner, shall have the right to directly enforce and seek performance from the entity providing such Owner Warranty of any terms of such Owner Warranty, and only consistent with the Owner Warranty itself. The Master Association shall have no right to seek the performance of or take assignment of any rights in any Owner Warranties, and no Owner shall have any right to assign any rights of any kind arising under an Owner Warranty to the Master Association.

13.17.4 Limitation on Claims. Any Claims by the Master Association, the Board or any Owner against Declarant or any building, contractor and/or subcontractor for judicial, arbitral, or administrative relief for acts, errors, omissions, or breach arising out of or related the design or construction of the Master Common Facilities, Improvements to the Development, the sale of or conveyance of any portion of the Development, or this Master Declaration or any other agreement, whether based in tort, contract, warranty, strict liability, indemnity, contribution, or other source of Law, shall be commenced within two (2) years of substantial completion of the Master Common Facilities. The Master Association, the Board and the Owners waive all Claims not asserted within such time period. This Section is expressly intended to set forth a period of repose enforceable under Section 78B-2-225(9) of the Utah Code and to reduce the periods of limitation and repose prescribed by Section 78B-2-225 of the Utah Code. Also, the Master Association, the Board, the Neighborhood Associations, and the Owners waive all Claims for consequential damages, including but not limited to lost rents, rental expenses, loss of use, financing, stigma, and loss of reputation. To the extent the Master Association, the Board, the Neighborhood Associations, and the Owners damages are covered by insurance or a third-party warranty (including but not limited to the Association Warranties), the Master Association, the Neighborhood Associations, the Board, and the Owners waive all rights against Declarant and the builders, contractors, subcontractors, designers, consultants, agents, and their employees for damages. The Master Association, the Board, each Neighborhood Association, and each Owner agrees that that it shall not participate in any class action proceeding and that any Claims shall not be joined or consolidated with the Claims made by any other party, including any other Owner. In the event the Master Association, the Board, any Neighborhood Association, or any Owner does participate in any class action or joins or consolidates its Claims with the Claims of any other party, each of the Master Association, the Board, such Neighborhood Association, and such Owner understands that such action shall be a material default under this Master Declaration and the Master Association, the Board, such Neighborhood Association, or such Owner, as the case may be, shall thereby waive and generally and completely release any and all Claims whatsoever, known or unknown against Declarant and the builders, contractors, subcontractors, designers, consultants, agents, and their employees.

13.17.5 Waiver of Subrogation and Release. The Master Association and each Neighborhood Association and Owner waives, and shall cause its insurance carrier to waive, any right to subrogation against the Declarant or any builder, contractor or a subcontractor, of any portion of the Development. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner, any Neighborhood Association or of the Master Association from pursuing or exercising any subrogation rights, whether arising by

contract, common law, or otherwise, against the Declarant, a builder, a contractor, or a subcontractor, and any of their officers, employees, owners, and representatives. To the fullest extent permitted by Law, the Master Association, each Neighborhood Association, and each Owner hereby releases Declarant and builder, contractors, and subcontractors their officers, employees, owners, and representatives from any and all liability to the Master Association, the Neighborhood Associations, and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant, builder, contractor, or subcontractors or their officers, employees, owners, and representatives. The Master Association, each Neighborhood Association, and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Master Association, any Neighborhood Association, or any Owner to recover thereunder. The Master Association and all Neighborhood Associations and Owners shall indemnify and defend the Declarant, the builder, the contractor, and all subcontractors and any of their officers, employees, owners, or representatives from any Claims barred or released by this provision, including but not limited to any Claim brought under any right of subrogation.

13.17.6 Declarant and/or Builder Litigation.

13.17.6.1 Declarant, Master Association, the Board, its officers and directors, and all Neighborhood Associations and all Owners (each a "***Bound Party***" as used in this Section) agree to encourage the amicable resolution of any disputes, grievances, and Claims regarding the design, construction, condition, or sale of any part of the Master Common Facilities, or any Improvements thereon involving any Bound Party without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to the following mandatory procedures for resolving all Claims as set forth in this Section 13.17.6.1.

13.17.6.2 An Owner, a Neighborhood Association, the Master Association, and/or the Board may only make Claims against the Declarant, the builder, the contractor, or a subcontractor to the extent allowed herein or by Law after the following efforts at dispute resolution have been completed: (1) the Owner, the Neighborhood Association, the Master Association and/or the Board shall provide to the Declarant, the builder, the contractor, and/or the subcontractor a Notice of Claims (defined below); (2) Declarant, the builder, the contractor and/or the subcontractor, as the case may be, shall be afforded one hundred eighty (180) days ("***Right to Cure Period***") to cure or resolve the Claims or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the Claims or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (3) if the dispute is not resolved within the 180-day Right to Cure Period, the parties agree to mediate the dispute prior to taking further action. In such an event, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claims by good faith negotiation through a mutually acceptable mediator. If additional, different, or modified Claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant, the builder, the contractor, and/or the subcontractor that were not included in any previously submitted Notice of Claims, the Right to Cure Period provided for in this Section shall immediately apply again and any pending Action, including any mediation or arbitration, shall be stayed for the additional 180-day period.

13.17.6.3 For any Claims allowed by Law or by this Master Declaration, the parties agree to binding arbitration of all Claims asserted against the Declarant, builder, the contractor, or the subcontractors by either the Master Association, any Neighborhood Association, or any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits in accordance with the Arbitration Provisions attached hereto as Exhibit F. The parties to any such arbitration shall mutually work, in good faith, to agree upon the arbitrator, mediator, arbitration service, and all aspects of the arbitration and mediation proceedings. In case of any disagreement regarding the mediation or arbitration service, the American Arbitration Association shall administer the mediation and arbitration and the rules applicable to construction disputes shall apply. The arbitration rules shall be subject to the requirements of this Master Declaration and shall be modified accordingly in case of any conflict between the Rules and this Master Declaration.

13.17.6.4 "***Notice of Claims***" shall mean a written notice that includes the following information: (1) the nature of the Claim, including the Persons involved in the Claims and the respondent's role in the Claims; (2) the legal basis of the Claims (i.e. the specific authority out of which the Claims arise); (3) a specific breakdown and calculation of any alleged damages; (4) a specific description of the Claims along with any supporting opinions, information, or other factual evidence upon which the Claims are based; (5) photographs of any alleged condition, if applicable, (6) samples of any alleged defective conditions or materials; (6) all efforts taken to avoid, mitigate, or minimize the Claims or any alleged damages arising therefrom; (7) the names, phone numbers, and address of every Person providing factual information, legal or factual analysis, or legal or factual opinions related to the Claims; (8) the proposed remedy; (9) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claims; and (10) a statement that the Person alleged to be responsible shall have one hundred eighty (180) days to cure or resolve the Claims.

13.17.6.5 Notwithstanding any other provision in this Master Declaration, and to the fullest extent permitted by the Law, no Neighborhood Association nor any Owner shall, and each Neighborhood Association and Owner agrees not to, commence or maintain any litigation, arbitration, or other Action against the Declarant, the builder, the contractor, and/or the subcontractors, or any of their officers, directors, members, employees, or agents for any reason, including but not limited to alleged construction defects, any related damages, or any damages arising therefrom.

13.17.6.6 Notwithstanding any other provision in this Master Declaration, and to the fullest extent permitted by the Law, the Master Association or the Board or any officer of the Master Association shall not and cannot commence or maintain any litigation, arbitration, or other Action against the Declarant, a builder, a contractor, and/or subcontractors or any of their officers, directors, members, employees, or agents for any reason, including but not limited to for alleged construction defects, any related claims, or any damages arising therefrom other than arising from an Association Warranty.

13.17.6.7 The Master Association shall indemnify and defend the Declarant, the builder, the contractor and/or the subcontractors and their officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any Claims

arising out of any alleged construction defect in or related to the Master Common Facilities, and/or any damages arising therefrom, except to the extent covered by an Association Warranty. Each Owner who purchases a Unit, by such purchase, specifically disclaims and releases the Declarant, the builder, the contractor, and/or the subcontractors from any Claims, known or unknown, related to any defect in the Master Common Facilities not specifically covered by an Association Warranty, except only as limited by Law. The Master Association, each Neighborhood Association and each Owner acknowledges and agrees that the Association Warranties, if provided, and whatever coverage they might provide are the sole remedy of the Master Association, any Neighborhood Association, and any Owner related to any alleged or actual construction defects. In case of any Claims, litigation or legal proceedings asserted or related to any construction defect pertaining to the Master Common Facilities, the Master Association agrees to defend the Declarant, the builder, the contractor, and/or the subcontractors (which shall permit the Declarant, the builder, the contractor, and/or the subcontractors to select counsel and require the Master Association to advance all costs and fees related to any such Claim) from any such Claim and to indemnify Declarant, the builder, the contractor, and/or the subcontractors from any liability arising therefrom.

13.17.6.8 Subject only to the provisions in any Association Warranties (if any), the Master Association, the Neighborhood Associations, and the Owners take ownership and possession of the Master Common Areas and the Master Common Facilities "AS IS" and "WITH ALL FAULTS" with no warranties of any kind except as otherwise required as a matter of Law. The Declarant specifically disclaims, and the Master Association, each Neighborhood Association, and each Owner hereby waives, any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by Law.

13.17.6.9 If allowed in this Master Declaration or, if otherwise allowed by Law and notwithstanding the terms of this Master Declaration, prior to the Master Association making any demand or commencing any mediation, arbitration, or litigation (any "***Action***") against Declarant or the builder, the contractor, or any subcontractors involved in the original construction of the Master Common Facilities (other than Claims made solely upon an Association Warranty against a subcontractor), the Master Association must hold a meeting of the Neighborhood Associations, with proper prior written notice (which must be at least three (3) business days prior to the proposed meeting), and with all attorneys, experts, and other Persons expected to be involved in the Claims present at such meeting. Those people present, including the Board and the Master Association officers, must permit discussion among the Neighborhood Associations and questions from the Neighborhood Associations and must respond to all reasonable questions of the Neighborhood Associations related to the proposed Claims. The notice for the meeting must include the following information:

(i) a statement must be made on the first page of such notice in bold, upper case, and not less than 22-point font:

The Master Association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this project. This litigation could cost you money in the form of increased Assessments and will likely impact the resale value of your Unit and your ability to sell your Unit while this litigation is pending. This litigation could

take years to resolve. You should think seriously about this issue and attend the meeting on this issue.

(ii) a budget and detailed breakdown of all costs and legal fees reasonably estimated to be caused by the expected litigation including a breakdown of any costs and fees to be advanced by anyone including any attorney or other representative of the Master Association under any contingency arrangement, and all those costs and fees to be paid directly by the Master Association, all of which shall assume the litigation will last five years (unless it is reasonably expected to last longer in which case the longer period shall be used for this estimate) and require a trial on the merits,

(iii) a detailed explanation of where any money to be paid by the Neighborhood Associations will be obtained including a per Neighborhood Association breakdown of all costs and fees per year, assuming the litigation will last five years,

(iv) a written statement of each Board member indicating that Person's position on the litigation,

(v) a legal opinion on the likelihood of success of any such litigation or arbitration from an attorney not associated with the attorney or law firm who is anticipated to bring any such Action, analyzing the applicable Law, Governing Documents, and all relevant and known factual information,

(vi) all terms of the agreement between the Master Association and the attorney or law firm prosecuting the Action including a copy of any engagement letter, contract, or agreement related to that representation,

(vii) a detailed description of the alleged Claims against the Declarant and of all efforts by the Master Association to resolve those Claims prior to commencing any Action, and a statement describing any demands, notices, offers to settle or responses to offers to settle made either by the Master Association or the Declarant or the builder, the contractor, or subcontractor, if applicable.

In addition to the requirements above and as a condition precedent to commence any Action, the Master Association must obtain the approval of at least eighty-five percent (85%) of all the allocated voting interests of the total Class A votes of the Master Association; provided that if the percentage is greater than that required by applicable Laws, the greatest percentage required by applicable Laws, by vote, at a lawfully called and properly noticed special meeting for that purpose only. Such a special meeting must occur no sooner than thirty (30) days after the meeting required above for notice, and no later than sixty (60) days after the meeting required above. The Master Association cannot specially assess, borrow money, or use any Reserve Funds to fund any such Action or to pay for any costs associated with any such Action, including but not limited to copying costs, deposition costs, expert witness costs, and filing fees.

13.17.6.10 Any agreement with a law firm or attorney under which the law firm would represent the Master Association in an Action (as defined in the prior subsection) must have, at a minimum, the following terms: (1) the law firm or attorney will apply sufficient

resources, attorneys, time, and administrative support to the Action as necessary to prosecute the Action as quickly as the court system will allow; (2) the attorney or law firm will provide monthly status reports, in writing, describing at a minimum the following: (a) the work that was completed in the last month, (b) the time, in hours and minutes, incurred by each attorney or billable staff member in the last month broken down by time entry, Person performing the work, and a description of each time entry, (c) the costs incurred by the attorneys and any experts in the prior month, (d) a running tally of all costs and time, by attorney and staff member, since the beginning of the Action updated monthly, (e) a list of what is needed to move the Action toward resolution, (f) the projected dates for each Action that is needed to move the Action toward resolution, (g) an explanation of why any projected Action cannot be completed immediately; (3) the attorney or law firm will provide an opinion letter regarding the Master Association's Claims prior to commencing any Action that will, at a minimum, explain each Claim, cite the Law supporting the claim, cite the facts supporting the Claim, provide an application of the Law to the facts and analysis of each Claim, cite any potential defenses or weaknesses to any Claim including an analysis of each potential defense or weakness, an opinion of the lawyer or law firm as to the Master Association's likelihood of success on each Claim, an analysis of potential damages including citations to the Law and facts supporting that analysis, and an opinion of the lawyer or law firm on the damages the Master Association would likely be awarded for each Claim, (4) a requirement that the Master Association be permitted to terminate the engagement of the law firm or attorney at any time with no requirement to pay any attorney fees incurred under a contingency arrangement up to that date if, in the Master Association's sole discretion, (a) the attorney or law firm is not prosecuting the Action as rapidly as the court system will allow, (b) the burden of the Action on the Owners through the inability to sell or refinance, through costs, or through any disruption to the operations of the Master Association is not worth the continuation of the Action, (c) the Master Association determines, at any time, that the legal and factual risks associated with the Action are such that the Action should not be pursued further, (d) the law firm or attorney fails to keep the Master Association informed as to the course of the Action and effect of proceedings on the likelihood of success, including any failure to provide required monthly reports.

13.17.6.11 The existence of procedures and/or requirements in this Section applicable to Claims against the Declarant and its affiliates, the builder, the contractor, and/or any subcontractors that are barred or limited in other provisions of this Master Declaration shall not be construed as permitting any such Claims or as contradictory to a prohibition or limit on such Claims in other provisions in this Master Declaration. Any procedures or requirements regarding the assertion Claims (including but not limited to the right to cure requirements, the meeting and Owner approval requirements, the mediation requirement, and the arbitration requirements) prohibited by this Master Declaration are provided solely in case any such Claims are permitted by Law notwithstanding the terms of this Master Declaration.

13.17.6.12 Prior to engaging any lawyer or firm to represent the Master Association related to any litigation described in this Section, the Master Association shall obtain independent counsel to review the engagement letter governing that representation and advise the Master Association to ensure that the requirements in this Master Declaration are satisfied related to that engagement. The Master Association shall continue the representation of independent counsel to monitor the representation by that counsel and to ensure that any proceeding is prosecuted diligently, competently, and consistent with the requirements of the engagement letter

and this Master Declaration. Any Action involving the Master Association and the Declarant and its affiliates, the builder and/or the contractor shall strictly comply with each of the provisions of this Section.

13.17.6.13 The Bound Parties hereby covenant, stipulate, and agree that in the event any Bound Party fails to satisfy the prerequisites set forth herein, such non-compliant party will indemnify, defend, hold harmless, and exculpate the other Bound Parties to the fullest extent permissible by Law, and any non-breaching Bound Party shall be entitled to recover any and all attorneys' fees and costs expended as a result of enforcing this Section, which fees and costs may include, without limitation, pre-litigation attorneys' fees, costs incurred in connection with investigation of potential Claims (including expert and consultant fees, testing fees, contractor fees), and insurance deductibles. The Bound Parties further covenant, stipulate, and agree that failure to comply with this Section will result in damages to Declarant including, without limitation, reputational harm, and may result in damages to Declarant including lost revenues, and loss of business and sales opportunities.

13.17.6.14 Any provision in this Master Declaration notwithstanding: (1) other than as set forth in this Section, the Master Association, the Board, and any officers of the Master Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Action; (2) any institution, prosecution or maintenance of, or intervention in, an Action by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be unauthorized and ultra vires (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the Person(s) undertaking such act) as to the Master Association, and shall subject any member of the Board or officer of the Master Association who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section to personal liability to the Master Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section 13.17.6 may not be amended or deleted at any time without the express prior written approval of both: (a) at least eighty-five percent (85%) of all the allocated voting interests of the Master Association (not eighty-five percent (85%) of those present); provided that if the percentage is greater than that required by applicable Laws, the greatest percentage required by applicable Laws, and (b) not less than unanimous voting power of the Board; and any purported amendment or deletion of this Section or any portion hereof, without both of such express prior written approvals shall be void.

13.17.6.15 The Master Association, the Board, any officer of the Master Association, each Neighborhood Association, and each Owner agrees that any Claims or Actions, the subject matter of any proceeding, and the results of any proceeding, including any settlement, shall be confidential and not disclosed to any other Person or entity, including any other Owner, other than (a) in confidence with its own legal, financial, insurance or tax professionals; (b) in necessary communication with appropriate federal, state or local tax authorities; (c) to any Person necessary to perform or satisfy the award; or (d) to any other Person as may be required to comply with a subpoena, court order or legal process; provided, however, that Declarant shall be afforded a reasonable opportunity after written notice to object to the same. The Master Association, the Board, any officer(s) of the Master Association, any Neighborhood Association, and any Owner, as the case may be, shall advise any legal, financial, insurance, or tax professional to whom such

party discloses any confidential information or information about the Claims and/or Actions and any settlement or award that such information as permitted herein is to be held in strict and complete confidence.

ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS SECTION AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE ANY CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION.

ARTICLE 14
Architectural Standards and Review Committees

14.1 Architectural Control Committee.

14.1.1 Organization. An Architectural Control Committee (the "***ACC***"), composed of three persons who will be appointed by the Board, is hereby established. Members of the ACC need not be Members of the Master Association or Owners. The ACC may from time to time designate any one of its members to act in its stead. After the Period of Administrative Control, a majority of the persons serving on the ACC must be Owners. All such persons serving on the ACC serve at the discretion of the Board. All decisions of the ACC are subject to review and modification by the Board (except as otherwise expressly provided herein). In the event of the death or resignation of any person serving on the ACC, the Board shall designate a successor who will have all of the authority and power of his/her predecessor. Until such successor has been appointed, the remaining members shall have full authority to exercise all rights, duties and powers of the ACC. The ACC shall keep the Board informed as to its activities on a continuing basis, and shall submit a written report regarding the same semi-annually to the Board or as otherwise required by the Board.

14.1.2 Jurisdiction. The ACC has exclusive jurisdiction on behalf of the Master Association regarding: (a) implementation of all provisions of this Article 14, and (b) promulgation of all Architectural Guidelines pertaining to the development and construction of Improvements within the Development.

14.1.3 Compensation. No person serving on the ACC is entitled to compensation for services performed; provided, the ACC may employ one or more architects, engineers, attorneys or other consultants to assist the ACC in carrying out its duties, and the Master Association shall pay such consultants for services rendered. Members of the ACC may also be reimbursed for reasonable expenses in such manner and amounts as may be approved by the Board.

14.2 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Parcel or Unit, or within or upon any part of the Development, unless and until complete plans and specifications have been submitted to and approved in writing by the ACC, as applicable, as to compliance with applicable Architectural Review Criteria as set forth in this Article 14.

14.3 Architectural Guidelines. The Board or the ACC, subject to Board approval, may, from time to time, effective immediately, adopt, modify, amend and repeal such reasonable

Architectural Guidelines applicable to the Development, including Units and any Master Common Area. Such authority includes, but is not limited to, the right to specify:

(a) specific procedural guidelines for submission of requests for, and plans, specifications and other information and documentation necessary to obtain, ACC approval, and procedural requirements for the conducting of all activities necessary to accomplish same;

(b) the amount and manner of payment of any fees or charges reasonably anticipated to cover administrative costs, fees for architectural, engineering, construction, legal or other expert advice or consultation, and all other costs and expenses in connection with review and evaluation of an application;

(c) specific types of Regulated Modifications which may be commenced, constructed, erected or maintained upon any Parcel or Unit, or anywhere within the Development;

(d) a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of a Regulated Modification;

(e) minimum setbacks;

(f) the location, height, and extent of fences, walls or other screening devices, walks, decks, patios or courtyards;

(g) the orientation of structures and Landscaping with respect to streets, walks, driveways and structures on adjacent properties; and

(h) in general, all requirements reasonably deemed necessary to maximize compliance with Architectural Guidelines as set forth in Section 14.3.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE ARCHITECTURAL GUIDELINES MAY PROVIDE FOR A FINE OF UP TO $10,000.00 AGAINST ANY OWNER AND UNIT SUBJECT TO THIS MASTER DECLARATION FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE ACC OR FOR FAILURE TO COMPLY WITH ANY APPROVAL OF THE ACC, OR MAY REQUIRE A SECURITY DEPOSIT TO ASSURE COMPLIANCE WITH APPLICABLE REQUIREMENTS.

14.4 Manner and Effect of Adoption of Architectural Guidelines. The Master Association shall make Architectural Guidelines available to Owners upon request. Architectural Guidelines may also be (but are not required to be) Recorded. Architectural Guidelines are of equal dignity with, and shall be enforceable in the same manner as, other provisions of this Master Declaration, provided: (a) such Architectural Guidelines shall not be deemed a waiver, modification, or repeal of any of the provisions of this Master Declaration; (b) such Architectural Guidelines shall not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Regulated Modification, so far as practicable, in compliance with all then applicable Architectural Guidelines; and (c) such Architectural Guidelines shall not conflict with this Master Declaration.

14.5 Neighborhood Architectural Guidelines. Each Neighborhood Association may adopt, modify, amend and repeal such reasonable architectural guidelines applicable to its respective Neighborhood, including Units and any Neighborhood Common Area, as it deems necessary or desirable, in the same manner and setting forth the same guidelines as provided herein for the ACC; provided however that all such guidelines are subject to (a) the guidelines set forth in the Architectural Guidelines approved by the Master Association, and (b) the prior written approval of the Board of the Master Association.

14.6 Inspection Rights. Upon reasonable notice (oral or written), any member of the ACC or the Board, or their designated representatives, may enter a Unit without liability for trespass or otherwise for purposes of inspecting work in progress and/or as to completion of any Regulated Modification in compliance with the approved plans, specifications, information and documentation for same, and as to compliance with any applicable provisions of the Governing Documents.

14.7 Records. The ACC is not required to maintain records of any of its meetings. The ACC and the Board, however, must keep and maintain records evidencing their respective final decision(s) regarding all requests for approval and requests for variance for not less than four years. The ACC must also maintain a record of all current Architectural Guidelines, and must provide copies to Owners upon request.

14.8 Limitation of Liability. Neither Declarant, the Master Association, the Board, the ACC, nor their respective Related Parties, are liable to any Owner, Lessee, Occupant, or any of their Related Parties, or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Architectural Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship, quality or suitability for any purpose of the Regulated Modification. Notwithstanding anything herein to the contrary, the ACC's review of the any plans will be for the ACC's and the Master Association's sole purpose, will not imply any obligation or liability of any kind on the Master Association, the Board or the ACC or any of its members, and will not release the Owner from any responsibility to properly design the Regulated Modifications and any Improvements or to comply with the terms and conditions of this Master Declaration and any Design Guidelines. The Owner releases, indemnifies and holds harmless the Master Association, the Board or the ACC or any of their Related Parties from any Claims related in any way to the design and construction of the Regulated Modifications and any Improvements. The provisions hereof are cumulative of the provisions of Section 17.15.

14.9 Limitation of Applicability. None of the provisions of this Article 14 apply to any activities of Declarant, Declarant Affiliates or the Master Association.

ARTICLE 15
Use Restrictions

15.1 Signs.

15.1.1 General. No signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Unit (or within any Unit if in Public View), or within or upon any portion of the Development without the prior written consent of the ACC except as otherwise provided in this Section. The Board or ACC may remove or cause to be removed any sign, billboard, poster, banner, pennant or advertising device of any kind which is not approved as aforesaid or which is otherwise prohibited under this Declaration or other Governing Documents and may dispose of same as debris without liability for trespass or otherwise.

15.1.2 Prohibited Signs. No sign is permitted that is vulgar, obscene or otherwise patently offensive to persons of ordinary sensibilities. Permitted signs must be professionally printed and prepared, and must be properly installed and maintained, as to avoid unsightly appearance. The good faith determination of the Board or ACC as to any of the foregoing is final. No sign is permitted to be larger than four square feet. No sign may be illuminated. No sign may be placed on any Common Area closer than ten feet from any street or any side or back lot line, or within any traffic sight line area as defined in Section 15.16. No Owner (or their tenants, guests or invitees) is permitted to place any sign on another Owner's Unit or upon any Common Area except for any Limited Common Area appurtenant to the Owner's Unit. Distressed, foreclosures and bankruptcy references are specifically prohibited.

15.1.3 Permitted Signs. To the extent required by Law or in any event upon prior approval of the ACC, but subject to applicable provisions of Section 15.1.2 above, each Owner is permitted to place upon (and only upon) such Owner's Unit (or within a window of such Owner's Unit) or upon the lawn/Landscaping within the Common Area immediately in front of such Owner's Unit, as determined by policies adopted by the Board (i) one sign advertising the particular Unit on which the sign is located for sale or for rent; (ii) "political signs" whereby such Owner is promoting a political candidate, party or issue; (iii) "school" signs at the discretion of the Board; and (iv) security monitoring signs. The ACC may reasonably regulate the period(s) of time political signs may be permitted, as well as the number, size, and location of permitted political signs. The Declarant may construct, place, install, and maintain such signs, billboards, banners, pennants, and advertising devices as are customary in connection with the sale of newly constructed residential dwellings.

15.2 Parking, Garages and Prohibited Vehicles.

15.2.1 Parking/Garages. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the ACC, nor may any portion of a garage be diverted to any use other than the parking of vehicles and other generally accepted and customary uses of a garage. Garages may not be used for general storage and must accommodate, in addition to any belongings, the number of automobiles designed for the garage (i.e., two-car garage will accommodate two automobiles). In particular, but not in

limitation of the foregoing, no portion of any garage may be used as a residence or as living quarters. Notwithstanding the foregoing, however, Declarant may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Development by Declarant. All vehicles must be parked within the garage for a Unit or temporarily on the driveway servicing the Unit. Vehicles owned or used by any Owner or Occupant may not be parked within the guest parking areas provided in the Common Area. Vehicles of guests shall be parked within the garage or on the driveway of the Unit visited or within the designated guest parking areas provided in the Common Area. The use of guest parking areas shall be governed by Rules and Regulations adopted by the Board.

15.3 Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors (except those of a size to be parked in a home's garage), vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Association, if any, having jurisdiction over parking areas within a particular Development. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Development except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the community must be removed within seventy- two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Development during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or any Common Area. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws.

15.4 **Occupants Bound**. All provisions of this Master Declaration or any other Governing Document which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Related Parties of any Owner. Each Owner shall comply, and shall cause all of such Owner's Related Parties to comply, with this Master Declaration and the other Governing Documents, and shall be responsible for all violations thereof and/or all damage or loss to the Master Association caused by such Occupants, notwithstanding the fact that such Related Parties are fully liable and may be sanctioned for any violation of this Master Declaration or the other Governing Document. Any failure in compliance shall be grounds for an Action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Master Association or, in a proper case, by any aggrieved Unit Owner or Owners. In addition, the Master Association may avail itself of any and all remedies provided in this Master Declaration or any other Governing Document.

15.5 **Animals and Pets**. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Development, except that dogs, cats, or other usual and common household pets, not to exceed the number as may be permitted in a Unit pursuant to the Laws, codes, and ordinances of the Municipal Authority shall be exempt from this prohibition. Notwithstanding the foregoing, any pets which are permitted to roam free; or, any pets which, in

the sole discretion of the Association, endanger the health of safety of persons, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Development, shall be removed upon request of the Board. If an Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person or attached to a secured pole or other fixed Improvement. The Board may prohibit any pet which, in the Board's opinion, constitutes a nuisance, or threat to the health, safety, or welfare of the community. A Person shall be responsible and liable for any unreasonable noise, bodily injury, or property damage caused by any pets brought or kept upon the Development by such Person. Persons shall clean up after their pets. Any Person who keeps any animal, insect, or reptile within the Development, whether in compliance with or in violation of the Governing Documents, shall indemnify, defend and hold harmless the Association and the Association's Related Parties from any Claim brought by any Person against the Association or the Association's Related Parties for bodily injuries or property damage caused by such animal, insect, or reptile.

15.6 Quiet Enjoyment; Nuisances. No portion of the Development shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Development that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. Noise typically associated with ball fields, swimming pools, hot tubs, playgrounds, and recreational centers, normal amounts of dogs barking, and children playing is not prohibited.

No noxious, illegal, or offensive activity shall be engaged in or carried out upon any portion of the Development. There shall not be maintained any plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Development. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Unit. The use and discharge of firecrackers and other fireworks is prohibited within the Development.

15.7 Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Development. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

15.8 Antenna and Satellite Dish Systems. No exterior antennae, aerials, satellite dish receivers or other devices designed to transmit or receive television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon a Visible Location unless a Visible Location is the only location on a Unit where signals may be received or transmitted without substantial interference with reception. If a Visible Location is the only location on a Unit where signals may be received or transmitted without substantial interference with reception, such a device may be placed in a Visible Location approved by the ACC, which approval shall not be unreasonably withheld. The ACC may require screening of any device placed in a Visible Location, unless such screening (i) unreasonably delays installation or unreasonably increases the cost of installation, maintenance or use of the antenna, or (ii) precludes reception of an acceptable quality signal. To the extent permitted by the Telecommunications Act of 1996, as amended from time to time (the "***Telecommunications Act***"), without ACC approval: (a) no direct broadcast satellite dish or multipoint distribution service antenna larger than one (1) meter in diameter will be allowed on a Unit, (b) no television broadcast antenna mast may extend above the height of the center ridge of the roof of the residence on the Unit, and (c) no multipoint distribution service antenna mast may exceed the height of twelve feet (12') above the center ridge of the roof. This Section 15.8 shall be interpreted to be as restrictive as possible, while at all times complying with the provisions of the Telecommunications Act. Terms used in this Section 15.8, shall be deemed to have the meanings set forth in the Over-The-Air Reception Devices Rule ("***OTARD***") promulgated under the Telecommunications Act or other rules and regulations promulgated pursuant thereto, and where OTARD, the Telecommunications Act, or any other rule or regulation promulgated thereunder requires the ACC to act reasonably, or respond promptly, such obligation shall be deemed a part of the ACC's obligations under this provision. In the event of an amendment to the Telecommunications Act which conflicts with this provision, the conflicting provision herein automatically shall be deemed deleted, and Declarant, without the joiner of any other Owner(s), may amend this provision so as to comply with the amended Telecommunications Act.

15.9 Clotheslines, Garbage Cans, Tanks, Etc. Subject to any applicable Laws, no clotheslines shall be erected or installed in a Visible Location and no clothing, linens or other material shall be aired or dried in a Visible Location. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Units shall be located or screened so as to be concealed from Public View. Unless a dumpster is provided by the Association, the Owners shall place all rubbish, trash, and garbage in rat-proof garbage cans or containers, which will be stored inside each Unit (such as in the garage), and shall cause such garbage cans or containers to be placed on the curb or other area for pick-up/emptying when the garbage is scheduled to be picked-up and emptied; garbage cans are to be returned to the "inside" by 6:00 pm the day of trash pick-up. In the event Wasatch County or the applicable governmental entity will only pick-up and empty dumpsters servicing the Development, each Owner shall cause any rubbish, trash and garbage to be regularly deposited in the dumpsters servicing the Development.

15.10 Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Notwithstanding anything to the contrary, Declarant, expressly reserves and shall have the right to replat any Unit or Units owned by Declarant without Board approval and may amend or modify the Plat for the Development, including modification of the Master Common Area. Each Owner hereby appoints

Declarant as its attorney-in-fact, which shall be vested with an interest, to sign any Plat on behalf of such Owner in the event such Owner's signature or consent is required. Upon request by Declarant, each Owner will sign a power of attorney or such other documents necessary to facilitate any amendment to the Plat. Each Owner agrees that it shall not oppose any amendment to the Plat or any re-platting of the Development by Declarant. No division, boundary line change, or replatting shall violate applicable subdivision or zoning regulations. No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years, except that Declarant hereby reserves the right for Declarant and its assigns to operate such a program with respect to Units which it owns, and to sell new Units via fractional ownership.

15.11 Firearms. The discharge of firearms within the community is prohibited. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

15.12 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other ground or surface waters within the Development shall be installed, constructed or operated within the Development, except that the Association shall have the right to draw water from such sources for the purpose of irrigating the Neighborhood Common Area. All sprinkler and irrigation systems serving Units shall draw upon public water supplies only and shall be subject to approval in accordance with Article 14 of this Declaration. Private irrigation wells are prohibited within the Development. This Section 15.12 shall not apply to Declarant or its activities within the Development.

15.13 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by Declarant or the ACC during initial construction within the Development and except as set forth in Article 18, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Unit or any part of the Development. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Unit, provided it receives the prior approval of the ACC, as appropriate, in accordance with Article 14 hereof. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

15.14 Drainage and Septic Systems. Catch basins, drainage swales, and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner may interfere with the established drainage pattern over any part of the Development unless adequate provision is made for property drainage and is approved in advance by the ACC. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Development is completed by Declarant. Septic tanks and drain fields, other than those installed by or with the consent of Declarant, are prohibited within the Development. No Owner or its Related Parties shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any storm drain, drainage ditch, stream, pond or lake within the Development.

15.15 Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article 14 of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as such committee may determine necessary in its sole discretion, to mitigate the damage.

15.16 Sight Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

15.17 Air Conditioning Units. There shall not be installed or operated in any Unit any window mounted air-conditioning or heating unit.

15.18 Lighting. Except for traditional holiday decorative lights located on the exterior roof line or around windows of a Unit, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed (subject to weather conditions), all exterior lights must be approved in accordance with Article 14 of this Declaration. No holiday decorative lights are permitted on the roof of any Unit or on the Landscaping or lawn within the Common Area in front of or adjacent to any Unit without the prior approval of the ACC.

15.19 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted in a Visible Location on a Unit. No exterior sculpture, holiday displays, fountains, flags and temporary flagpoles (except on traditional flag flying holidays such as the 4th of July and Memorial Day, or as required by the Act), birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted on any Unit or on any Neighborhood Common Area adjacent to a Unit unless approved in accordance with Article 14 of this Declaration.

15.20 Energy Conservation Equipment. To the extent not prohibited by Law, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article 14 hereof. No solar energy collector panels may be constructed on a roof, if they extend above the roofline or have panel frames, support brackets, piping and/or conduit that has a color or texture that is different than the roof materials. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Unit unless approved pursuant to Article 14. Any solar energy collector panels and attendant hardware and other equipment ("***Solar Equipment***") shall be deemed the personal property of the Owner of the Unit to which such Solar Equipment is affixed. The Owner of any such Solar Equipment shall be responsible for and shall indemnify and hold the Association and the Declarant harmless from any damage, harm, or loss (including any and all costs and expenses and attorneys' fees and legal related costs) caused to the Unit or any personal property as a result of or in any way resulting from or associated with the installation, removal, use or operation of such Solar Equipment or

system, and shall be responsible for the maintenance, repair, and replacement of such Solar Equipment or system. In the event the Association incurs any additional costs associated with or as a result of any Solar Equipment or system, the Owner of such Solar Equipment or system shall reimburse such costs to the Association through Special Assessments. The Association may adopt reasonable rules and regulations regarding Solar Equipment or systems on the roof of Units to the extent compliant with applicable Laws and the Act.

15.21 Playground. No jungle gyms, trampolines, basketball standards, sport courts, tennis courts, swing sets, club houses, or similar playground equipment shall be erected or installed on the Common Area adjacent to any Unit, except as installed by Declarant or authorized by the Board in a non-discriminatory manner.

15.22 Fences/Walls. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit or within the Common Area adjacent to any Unit, except as approved in accordance with Article 14 of this Declaration.

15.23 Limited Common Area Improvements. Subject to the terms and conditions of this Master Declaration, Owners, at their sole cost and expense, may install Limited Common Area Improvements within the Limited Common Area appurtenant to their respective Unit, in accordance with the following requirements:

15.23.1 The Owner shall submit an application to the Board requesting that a portion of the Master Common Area adjacent to the Unit be converted from Master Common Area to Limited Common Area. The application shall include a plan showing the exact location of the Limited Common Area and a description of the proposed Limited Common Area Improvements to be placed thereon.

15.23.2 The Owner shall be solely responsible for all costs and expenses associated with or relating to such Limited Common Area Improvements, including, without limitation, all costs and expenses of installation, design, permits, insurance, construction, maintenance, repair, and replacement thereof, and the Limited Common Area and the Limited Common Area Improvements shall otherwise be considered part of the Unit for purposes of maintenance, repair, reconstruction, and insurance.

15.23.3 The Owner shall obtain the required approvals from the ACC and comply with the requirements of Article 14; provided, however, that the ACC may only withhold approval for installation of Limited Common Area Improvements if:

(a) The ACC has reason to believe that the Limited Common Area, patio, deck or other supporting structure will not support the size or weight of the Limited Common Area Improvements. If the ACC has such concerns, the Owner may overcome the same and obtain approval if the Owner, at the Owner's sole cost and expense, obtains and submits to the committee a written opinion from a licensed structural engineer providing the ACC with reasonably satisfactory assurances that the Limited Common Area, patio, deck or other supporting structure will structurally support the proposed Limited Common Area Improvements;

(b) The proposed Limited Common Area Improvements has a color scheme that detracts from and is not reasonably consistent with the appearance and colors of the exteriors of the Units in the Development;

(c) The size of the proposed Limited Common Area Improvements is unusually large for the proposed location, such that it detracts from the consistency and aesthetic visual appeal of the Development; or

(d) There is a risk of damage or harm to person or property.

15.23.4 The Owner shall be responsible for ensuring that the portion of the Limited Common Area on which the proposed Limited Common Area Improvement will be located will structurally support the proposed Limited Common Area Improvement, and that the proposed Limited Common Area Improvement will not jeopardize the structural integrity of the Limited Common Area or the Unit.

15.23.5 The Owner shall indemnify, hold harmless, and agree to defend the Master Association, the Board, and Declarant from and against any and all Claims arising from or relating to the installation, use, presence, repair, or removal of the Limited Common Area Improvement.

15.23.6 The Owner, at its sole cost and expense, shall obtain and maintain adequate and appropriate insurance coverage relating to the Limited Common Area Improvements. The Master Association shall not have any responsibility to obtain any form of insurance coverage relating to the Limited Common Area Improvement.

15.23.7 The Owner shall be responsible for all costs of removal of any Limited Common Area Improvement. The Owner shall restore the Limited Common Area or the Unit on which the removed Limited Common Area Improvement was located to its original condition, and shall pay for all costs and expenses relating to such restoration.

15.24 Maintenance of Utilities Required. All utility services intended to be provided to each Unit as originally constructed, including without limitation water, sewage, electric and gas services, must be maintained by the Owner at all times when a residence is occupied.

15.25 Drilling/Mining. An Owner may not perform any drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind on a Parcel or within the Development. Except as required for development of County water sources, no derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas may be erected, maintained or permitted in the Development.

ARTICLE 16
Use/Compliance with Laws

16.1 Use.

16.1.1 Residential Use. The Units shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Master Association or business offices for Declarant or the Master Association) as set forth in this Master Declaration. The Master Association may impose more stringent use prohibitions and standards within the Development. Any Neighborhood Declaration or additional covenants imposed on any Unit within any Neighborhood may impose stricter standards than those contained in this Article. The Master Association, acting through its Board, shall have standing and the power to enforce such standards. Except for uses by Declarant or the Master Association, as described in the preceding sentences, each and every Unit is hereby restricted to residential use only. Without limitation of the foregoing, as used herein the term "residential use" shall be construed to prohibit the use of any Unit or the residence thereon for operation of a boarding or rooming house or residence for transients, or the use of any garage or permitted outbuilding as an apartment or residential living quarters. All Units shall comply with the applicable zoning and land use Laws, including restrictions that may restrict the use as a single-family dwelling, as such term may be defined by the applicable ordinances of the Municipal Authority. Notwithstanding the above or anything contrary in this Master Declaration, the leasing of Units shall not be deemed a business or commercial use and multiple Units may be leased to a business to facilitate a corporate retreat.

16.1.2 No Business, Professional, Commercial or Manufacturing Use. No business, professional, commercial or manufacturing use may be made of any Unit or any Improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the Unit as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, an Owner or Owner's Related Parties residing in a Unit may conduct business activities within the Unit so long as:

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit;

(b) the business activity conforms to all zoning requirements for the Unit and all applicable Laws;

(c) the business activity does not involve persons coming onto the Development or the Unit or door-to-door solicitation of residents of the Development;

(d) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board; and

(e) any and all vehicles associated with the business, including the vehicle of the Owner or Occupant and all employees, servants and contractors are parked within the garage or on the driveway and no vehicles are parked on any public or private street or any guest or visitor parking provided within the Development.

Notwithstanding anything in this Master Declaration to the contrary, the Master Common Area facilities, including the clubhouse, may be reserved and used for business meetings and business related functions, subject to availability and the policies, rules, and procedures of the Master Association and any property management company engaged by the Master Association.

16.1.3 Maximum Occupancy. In addition to the limitations above set forth, in no event may a Unit be occupied by more persons than permitted by applicable Law.

16.2 Leasing of Units.

16.2.1 General. The leasing of Units shall be subject to any applicable Laws, including, but not limited to, the U.S. Fair Housing Act, the Act, and the ordinances of Wasatch County, and this Master Declaration. As used herein, "leasing or renting" of a Unit means the granting of a right to use or occupy such Unit for a specific term or indefinite term in exchange for good or valuable consideration (money (i.e., rent), property or other goods or services of value), but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership. All Leases shall be in writing. Any and all Lessees shall be subject to the terms and conditions of this Master Declaration and the other Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing.

16.2.2 Liability of Owner for Lessee Conduct. Each Owner is responsible for the acts of its Lessees, including any violation by any of its Lessees of the terms and conditions of this Master Declaration and any other Governing Document. Each Owner hereby agrees to indemnify and hold harmless the Master Association and the Master Association's Related Parties from and against any Claims arising from the acts of any of such Owner's Lessees.

16.3 Accessory Dwelling Units ("ADUs") / Parking Space. In consideration and in compliance of Utah House Bill 82 ("**HB82**") which permits ADUs – the Master Association shall permit ADUs, so long as each ADU conforms to Utah State standards and guidelines as defined in HB82, along with any additional requirements as outlined by the Special Planned Area (including the JSPA Guidelines attached as Exhibit D, as they may be amended from time to time) and Wasatch County. The Master Association and/or ACC will determine if an ADU adheres to all requirements prior to issuance of an approval to construct or add an ADU to any lot or Parcel. Items that may be required to be granted approval for an ADU are noted below. The following requirements may be required to be satisfied prior to the Master Association and/or ACC issuing an ADU approval certificate: (a) the ADU must exist inside of the footprint of the home, which must be a detached dwelling, and must be the primary dwelling of the Owner; (b) the ADU must comply with health, building, and fire codes, and have a rental agreement for at least thirty 30 days in duration; (c) if Wasatch County requires a business license, a current business license must be obtained and provided to the Master Association; (d) the exterior appearance of the home must not be altered; (e) one on-site parking spot must be provided and dedicated to the ADU; (f) the ADU

must comply with all requirements of Wasatch County, including whether or not a separate utility meter must be installed for an ADU or whether the ADU contains the appropriate square footage; (g) the Master Association and/or ACC or Wasatch County may impose other conditions or requirements for an ADU. Any Owner that desires to add an ADU will be required to provide the Master Association and/or ACC with written notice of its intent. Once the Master Association and/or ACC receives the Owner's notice of intent, the Owner will meet with the Board and/or the ACC to review all requirements prior to approval and commencement of any construction or addition to the primary residence. Owners are advised that Wasatch County may decline an ADU on a Parcel containing 6,000 square feet or less, and may impose a fine of up to One Thousand Dollars ($1,000) on an Owner that fails to cure any violation within the applicable cure period.

16.4 Laws and Ordinances. Every Owner and such Owner's Related Parties shall comply with all Laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Unit and the Development, including any and all applicable zoning and land use Laws and ordinances, and any violation thereof may be considered a violation of this Master Declaration; provided, the Board shall have no obligation to take action to enforce such Laws, statutes, ordinances or rules.

16.5 Offensive or Unlawful Activities. No noxious or offensive activities shall be engaged in or carried out upon any Unit or the Common Area, nor shall anything be done or placed on any Unit or the Common Area which interferes with or jeopardizes the quiet enjoyment of other Owners, Units, or the Common Areas, or which is a source of annoyance to residents. No use shall be made of any Parcel which would result in an increase in the cost of the Master Association's insurance or which would cause the Improvements within the Development, or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

16.6 View Obstructions. Each Owner acknowledges that Improvements constructed on a Parcel or within the Master Development by Declarant, an Owner, the Master Association or any contractor or subcontractor may impair the view of such Owner. Each Owner acknowledges that it does not have an easement of light, air or view, and consents to such impairment. Each Owner acknowledges that there are no guaranteed views within the Master Development, and no Parcel or Unit is assured the existence or unobstructed continuation of any particular view.

16.7 Leases, Rentals, and Rentals on a Short-Term Basis.

16.7.1 There is no restriction on the right of any Owner to lease rent or otherwise grant occupancy rights to a unit. No Neighborhood Association may amend or modify their respective declarations, rules or regulations, without the prior written consent of the Master Association.

16.7.2 EACH OWNER BY ACCEPTANCE OF A DEED OR OTHER DOCUMENT OF CONVEYANCE ACKNOWLEDGES AND AGREES THAT THE UNITS MAY BE RENTED ON A NIGHTLY, WEEKLY, MONTHLY, OR OTHER PERIODIC BASIS. AND THAT VACATION AND OTHER SHORT-TERM RENTALS ARE PERMITTED.

16.7.3 Short term rentals of every kind are allowed, subject to the condition that Owners who rent their Units for an initial term of less than thirty (30) days ("***Short-Term Basis***") shall use a professional rental management company, duly licensed and qualified in the State of Utah, which shall (i) provide 24-hour management services, (ii) have all necessary business and other licenses or permits required by the county or state, and (iii) provide 24-hour professional rental management company assistance phone number to each customer renting on a Short-Term Basis.

16.7.4 All short-term rentals shall comply with any laws, restrictions, and regulations applicable to the Unit, including the requirements of state, municipal, and local laws and ordinances.

16.7.5 Owners are responsible for the actions and behavior of their tenants. Owners shall review the Declaration, Bylaws, and any rules and regulations with their tenants to ensure compliance. A tenant's violation of the terms of the Declaration, Bylaws or rules and regulations may result in a fine that is the responsibility of the Owner.

ARTICLE 17
General Provisions

17.1 **Term**. The covenants and restrictions of this Master Declaration shall run with and bind the Development, and shall inure to the benefit of and shall be enforceable by the Master Association, each Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of sixty (60) years from the date this Master Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by Summit County and a majority of the then Owners, has been Recorded within the twelve-month period preceding the renewal of this Master Declaration, agreeing to change such covenants and restrictions, in whole or in part, or to terminate the same, in which case this Master Declaration shall be modified or terminated as specified therein.

17.2 **Amendment**. During the Period of Administrative Control, Declarant, acting alone, shall have the sole and unilateral right to amend this Master Declaration except as to those Sections listed in Section 4.11. After the Period of Administrative Control, this Master Declaration may be amended or terminated by the affirmative vote or written consent, or any combination thereof, of at least sixty-seven percent (67%) of all of the allocated voting interests of the Members of the Master Association. Except, however, that this Master Declaration may not be terminated without Summit County's written consent, and any amendment(s) may not materially impair Summit County's rights as a third-party beneficiary and shall otherwise comply with Section 4.11. Notwithstanding the above, to the extent not prohibited or restricted by applicable Law, such as Section 57-8a-104 of the Act, after the Period of Administrative Control, any amendment concerning lot boundaries, any Owner's voting rights or modification of Section 17.15 shall require the affirmative vote or written consent, or any combination thereof, at least seventy-five (75%) of all of the allocated voting interests of the Members of the Master Association, including the vote of the affected Owner. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes

required for action to be taken under that clause. Any amendment or termination of this Master Declaration must be Recorded to be effective.

If an Owner consents to any amendment to or termination of this Master Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

No amendment may remove, revoke, or modify any right or privilege of Summit County without the written consent of Summit County.

17.3 Easements for Utilities, Drainage, Etc. There is hereby reserved unto Declarant (during the Period of Administrative Control), the Master Association, and the designees of each (which may include, without limitation, the Municipal Authorities, and any water district, municipal utility district or other utility), blanket easements upon, across, over, and under all of the Development for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems (including altering drainage and water flow), levees, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or Occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier, easements across the Master Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Development, except as may be approved by the Board or as provided by Declarant.

Should any entity furnishing a service covered by the general easement provided for herein request a specific easement by separate recordable document, the Board shall have the right to grant such easement over the Master Common Area without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other Recorded easement on the Development.

The Board shall have the power to dedicate portions of the Master Common Area to the Municipal Authority, or to any other local, state, or federal governmental entity.

17.4 Easements to Serve Additional Property. Declarant and its duly authorized agents, representatives, and employees, as well as Declarant's successors, assigns, licensees and Mortgagees, shall have, and there is hereby reserved, an easement over the Master Common Areas and any Neighborhood Common Areas of the Development for the purposes of enjoyment, use, access and development of any Additional Property and/or any adjacent property whether or not

the Additional Property or the adjacent property is made subject to this Master Declaration. This easement includes but is not limited to a right of ingress and egress over the Master Common Area and any Neighborhood Common Areas within the Development for construction of roads and for tying in and installation of utilities on the Additional Property and/or the adjacent property. Declarant agrees that if the easement is exercised for permanent access to the Additional Property and/or the adjacent property and such Additional Property and/or the adjacent property or any portion thereof is not made subject to this Master Declaration, Declarant, its successors, or assigns shall use commercially reasonable efforts to enter into a reasonable agreement with the Master Association to share the cost of maintenance of any access roadway serving the Additional Property and/or the adjacent property. Such agreement shall provide for sharing of costs based on the ratio which the number of residential dwellings on that portion of the Additional Property which is served by the easement and is not made subject to this Master Declaration bears to the total number of residential dwellings within the Development and on such portion of the Additional Property.

17.5 Perimeter Wall Easement. There is hereby created an affirmative easement in favor of Declarant, the Master Association, and their Related Parties, upon, over and across the Parcels and property adjacent to the perimeters boundaries of the Development (and each Parcel adjacent to public right of way or the perimeter boundaries of any Neighborhood) for reasonable ingress, egress, installation, replacement, maintenance and repair of any perimeter wall or fence that is located along a perimeter boundary of the Development, a perimeter boundary of a Neighborhood, or a public right of way.

17.6 Declarant Easement. There is hereby created a nonexclusive easement for ingress and egress over, for the right to go over, under and across, and for the right to enter and remain upon, all portions of the Development, including but not limited to, Units (except the interior of any occupied Units), the Master Common Area, and any Neighborhood Common Area located within the Development (including, but not limited to any private streets and a right of access through any guard gates, key gates or other access control points) for the purpose of enabling Declarant, and Declarant's Related Parties and their respective invitees, licensees, contractors and guests to exercise Declarant's rights and obligations hereunder, and to engage in activities reasonably related to the development, management, administration, operation, maintenance, advertisement and sale or rental of the portions of the Development and the Additional Property owned by Declarant. This easement shall be in favor of Declarant and its Related Parties and appurtenant to portions of the Development and the Additional Property owned by Declarant. The rights of access established in this Section shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Unit by its Owner or any Occupant. This easement shall continue until termination of the Period of Administrative Control.

17.7 Association Easement. There is hereby created a nonexclusive easement in favor of the Master Association for ingress and egress over all the Development (except the interior of any occupied Units) for the purpose of enabling the Master Association and its contractors and Related Parties to implement the provisions of this Master Declaration. The rights of access established in this Section shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Unit by its Owner and any Occupant. Every Unit is also hereby subjected to a nonexclusive easement for overspray and runoff of water from any irrigation systems serving the

Master Common Area, the Areas of Common Responsibility, and any common area located within the Development. Under no circumstance will the Master Association or any Related Party of the Master Association be responsible for any property damage or personal injury resulting from any overspray or from the operation of the irrigation systems serving the Master Common Area, the Areas of Common Responsibility, or any Neighborhood Common Areas of the Development.

17.8 Access Control. The Master Association, or its duly delegated representative, may operate an access control system for the Development, any portion of the Development, or any Neighborhood within the Development.

17.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

17.10 Right of Entry. In addition to any other rights set forth herein, the Master Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety reasons, which right may be exercised by the Board, or the Master Association's officers, agents, employees, or managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner consistent with the terms and conditions of this Master Declaration.

17.11 Perpetuities. Pursuant to U.C.A. § 57-8a-108, the rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat a provision of this Master Declaration. If any of the covenants, conditions, restrictions or other provisions of this Master Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Charles III, King of England; provided, however, to the extent applicable, this Master Declaration is subject to the Utah Statutory Rule Against Perpetuities (U.C.A. § 75-2-1201, et seq.). The covenants, conditions, restrictions, or other provisions of this Master Declaration shall continue the longest period permitted by applicable Law.

17.12 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by Declarant (if during the Period of Administrative Control) and a vote of at least seventy-five percent (75%) of all the allocated voting interests of the total Class A votes of the Master Association. This Section shall not apply, however, to (a) Actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article 13 hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it.

17.13 Cumulative Effect; Conflict. In the event of a conflict between or among this Master Declaration and any other Governing Document, the more restrictive covenants and restrictions shall govern.

17.14 Use of the Word "BLACK ROCK ESTATES" and "BLACK ROCK". No Person shall use the term "BLACK ROCK" or "BLACK ROCK ESTATES" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, any Neighborhood Association and/or Owner may use the term "BLACK ROCK" or "BLACK ROCK ESTATES" in printed or promotional matter where such term is used solely to specify that their particular Property is located within "Black Rock Estates." The Master Association and any Neighborhood Association shall be entitled to use the term "Black Rock" or "Black Rock Estates" in its name.

17.15 Limitation of Liability; Indemnification.

17.15.1 In General. To the maximum extent permitted by the Utah Revised Nonprofit Corporation Act (U.C.A § 16-6a-101 et seq.), the Master Association shall indemnify the following Persons against all expenses and liabilities actually incurred by such Persons in connection with any proceeding (as defined in U.C.A. § 16-6a-102(37)), including but not limited to, attorney's fees, witness fees (including expert witness fees), costs, and litigation related expenses, reasonably incurred or imposed upon them in connection with any proceeding to which they may be parties, or in which they may become involved, by reason of their being or having served in those capacities on behalf of the Master Association (or by reason of having appointed, removed or controlled or failed to control members of the Board), or any settlement of any such proceeding: (i) every director and officer of the Master Association, (ii) every member of the committees of the Master Association, (iii) Declarant and the Declarant Related Parties, and (iv) all employees of the Master Association. The Board further may elect to indemnify any agent of the Master Association. Any Person described in clauses (i), (ii), (iii) and (iv) of the first sentence of this Section shall be entitled to indemnification whether or not such Person is serving in the specified capacity at the time the expenses are incurred, and the Master Association shall pay or reimburse reasonable expenses incurred by any such Person who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Section 16-6a-904 of the Utah Revised Nonprofit Corporation Act (as amended from time to time); provided, however, that payment or reimbursement of expenses pursuant to the procedures set forth in the Utah Revised Nonprofit Corporation Act may be conditioned upon a showing, satisfactory to the Board in its sole discretion, of the financial ability of the Person in question to make the repayment referred to in such Section. This right of indemnification shall be in addition to, and not exclusive of, all other rights to which the Person to be indemnified may be entitled at Law or otherwise.

17.15.2 Non-Liability of Officials. To the fullest extent permitted by Law, none of the following Persons (the "***Released Persons***") shall be liable to any Member, Owner, Lessee, Occupant, the Master Association, a Neighborhood Association or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which the following Persons reasonably believed to be within the scope of their representative duties: (i) every director and officer of the Master Association, (ii) every member of the committees of the Master Association, (iii) Declarant and the Declarant Related Parties, and (iv) all employees of the Master Association.

Each Owner, Occupant and other Person having any interest in the Development or entering upon or using any portion of the Development is deemed to acknowledge and accept the following:

(a) None of the Released Persons shall be liable or responsible for, or in any manner be guarantor or insurer of, the health, safety, or welfare of any Owner, Occupant or other Person entering upon or making use of any portion of the Development or the Master Common Facilities. Each Owner, Occupant and other Person assumes all risks associated with the use and enjoyment of the Development, including but not limited to, the Master Common Facilities.

(b) None of the Released Persons shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of any utility line, equipment or substation, adjacent to, near, over, or on the Development. Each Owner, Occupant and other Person assumes all risks of personal injury, illness or other loss or damage arising from the presence of malfunction of any utility line, equipment or substation adjacent to, near, over or on the Development.

(c) No provision of this Master Declaration or any other Governing Document shall be construed or interpreted as creating a duty by any of the Released Persons to protect or further the health, safety or welfare of any Person, even if funds of the Master Association are used for such a purpose.

17.15.3 Liability Arising From Conduct of Owners. Each Owner, Lessee, and Occupant and their respective Related Parties hereby agrees to indemnify, hold harmless, and defend (with counsel reasonably acceptable to the indemnified party) the Declarant, the Master Association, and their Related Parties from and against all Claims, and all other legal Actions caused through the willful or negligent act or omission of an Owner, a Lessee, an Occupant or their respective Related Parties.

17.15.4 Subsequent Statutory Authority. If any applicable Law, whether state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 17.15, then liability will be limited or expanded to the fullest extent permitted by such applicable Law.

17.15.5 No Impairment. Any repeal, amendment or modification of this Section 17.15 may not adversely affect any rights or protection existing at the time of the amendment.

17.16 Request for Payoff Information. An Owner may request payoff information from the Master Association needed in connection with the financing, refinancing, or closing of an Owner's Parcel by: (a) providing written notice to the designated manager for the Master Association requesting the payoff information, which notice must contain (i) the name, telephone number, and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information, and (b) a written consent for the release of the payoff information, which identifies the person requesting the information as a person to whom the payoff information may be released, and signed and dated by the Owner of the Parcel for which the payoff information is requested. The Master Association may charge a fee associated with

providing the payoff information, which fee shall not exceed the amount permitted under applicable Law and shall be subject to any requirements set forth in applicable Law.

17.17 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Master Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. A "transfer" shall include any the following: (a) a conveyance, sale, or other transfer of a lot by deed; (b) the granting of a life estate in a Unit; or (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than seventy-five percent (75%) of the business entity's share, stock, membership interests, or partnership interests in a twelve (12) month period. Until such written notice is received by the Master Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of Assessments, notwithstanding the transfer of title to the Unit.

17.18 Notices. Any notice provided under this Master Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) sent by United States certified mail, return receipt requested, with postage prepaid. If sent by mail, such notice shall be addressed to the relevant Owner at the address provided by such Owner, to a Neighborhood Association to the address provided by such Neighborhood Association, or to the Master Association at the address of the Master Association. A party may by notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or delivered for all purposes hereunder when delivered or when delivery is denied if attempted to be delivered at the appropriate address. The Master Association may provide notice by electronic means, including text message, email, or through the Master Association's website; provided, however, an Owner or a Neighborhood Association, upon written notice to the Master Association, may require the Master Association to provide secondary notice to such Owner or Neighborhood Association by First Class United States mail.

17.19 Declarant's Representative. The Master Association shall give Declarant all notices and other documents to which a Mortgagee is entitled pursuant to this Master Declaration. Commencing on the date on which Declarant no longer has an elected or appointed representative on the Board, and continuing until the date on which Declarant no longer owns a Unit in the Development, the Master Association shall give Declarant written notice of all meetings of the Board as if Declarant were an Owner and Declarant shall be entitled to have a representative present at all such Board meetings ("***Declarant's Representative***"). The Declarant's Representative shall be present in an advisory capacity only and shall not be a Board member or have any right to vote on matters coming before the Board.

17.20 Security. The Master Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Development, including any Master Common Area that the Master Association may have an obligation to maintain. The Master Association shall not be held liable for any loss, theft, harm, or damage by

reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Development and the Master Common Facilities acknowledges that the Master Association has no duty to any Owner, Occupant, or Person related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone. By purchasing a Unit in the Development and/or being a member of a Neighborhood Association, Owners and Occupants agree that the Master Association and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such Claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

17.21 No Dedication. Nothing in this Master Declaration constitutes a gift or dedication of all or any part of the Development to the public, or for any public use, and the public shall not have any rights in or to the Master Common Area or the Master Common Facilities.

ARTICLE 18
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Development. The provisions of this Article apply to both this Master Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

18.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, therefore becoming an "***Eligible Holder***"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder or any Master Common Area serving the Development;

(b) any delinquency in the payment of Assessments or charges owed on a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Master Declaration or any other Governing Document relating to such Unit or the Owner or Occupant thereof which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association and covering the Unit upon which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Holders.

18.2 No Priority. No provision of this Master Declaration or the other Governing Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Master Common Area.

18.3 Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

18.4 Applicability of Article 17. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Master Declaration, Bylaws, or Utah Law for any of the acts set out in this Article.

18.5 Neighborhood. Any Neighborhood Declaration annexing property under this Master Declaration may provide that the Units within that particular Neighborhood are subject to additional, or different covenants and/or that the Owners within such Neighborhood are all Members of a Neighborhood Association in addition to the Master Association.

18.6 Mortgagee Rights. The Board may condition the effectiveness of an Owner's actions specified in this Master Declaration on the approval of a specified number or percentage of Mortgagees holding a security interest in the Units within the Development; or condition the effectiveness of the Master Association actions specified in this Master Declaration on the approval of a specified number or percentage of Mortgagees that have extended credit to the Master Association. Notwithstanding the foregoing, such action or condition may not: (a) deny or delegate the Owners' or the Board's control over the Master Association's general administrative affairs; (b) prevent the Master Association or Board from commencing, intervening in, or settling any litigation or proceeding; or (c) prevent an insurance trustee or the Master Association from receiving or distributing insurance proceeds. The Board, however, may (i) require the Master Association to deposit the Master Association's Assessments before default with any Mortgagee(s) assigned the income; or (ii) require the Master Association to increase an Assessment at any Mortgagee's direction by an amount reasonably necessary to pay the loan in accordance with the loan terms.

If a Mortgagee's consent is required to amend this Master Declaration or the Bylaws or for another Master Association action, such consent is presumed to have been granted if: (a) the Master Association sends written notice of the proposed amendment or action by certified or registered mail to such Mortgagee's address stated in a Recorded document evidencing the security interest; and (b) the person designated in a notice to receive the Mortgagee's response does not receive a response within sixty (60) days after the Master Association sends the notice as provided herein. If a Mortgagee's address for receiving notice is not stated in a Recorded document evidencing the security interest, the Master Association shall use reasonable efforts to find a mailing address for such Mortgagee and may send the notice to any address obtained through such efforts. If a Mortgagee responds in writing within sixty (60) days after the Master Association sends notice as provided above that the security interest has been assigned or conveyed to another person, the Master Association shall: (i) send a notice to the person to whom the security interest was assigned or conveyed at the address provided by the security holder in the security holder's response; or (ii) if no address is provided: (1) use reasonable efforts to find a mailing address for the person to whom the security interest was assigned or conveyed; and (2) send notice by certified or registered mail to such person at the address that the Master Association finds. The Master Association may not presume the Mortgagee's consent is obtained unless the person designated in a notice to receive

the response from the person to whom the security interest was assigned or conveyed does not receive a response within sixty (60) days after the Master Association sends the notice.

18.7 Loan to Master Association. The Master Association shall have the right to borrow funds from a Mortgagee, which may include the Declarant. Subject to applicable Law, the Master Association may pay the indebtedness of any loan from the Reinvestment Fees received or payable to the Master Association. Any loan made to the Master Association may be secured by a security interest, pledge and/or assignment of any income (including any Reinvestment Fees) payable to the Master Association and/or by a security interest in the Master Common Area and Master Common Facilities. A Mortgagee which has extended credit to the Master Association secured by a security interest, pledge or assignment of income (including any Reinvestment Fees) or an encumbrance of the Master Common Area may enforce the Mortgagee's security agreement as provided in the agreement(s) between the Master Association and the Mortgagee.

ARTICLE 19
Declarant's Rights

19.1 Transfer of Rights. Any or all of the special rights and obligations of Declarant set forth in this Master Declaration or the other Governing Documents may be transferred to other Persons, provided that the transfer shall not reduce an obligation, including to Summit County as a third-party beneficiary, nor enlarge a right beyond that contained herein or in the other Governing Document, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly Recorded in the public records of Wasatch County, Utah. Nothing in this Master Declaration shall be construed to require Declarant or any successor to develop any of the Additional Property in any manner whatsoever. Declarant's obligations under the Summit County Road Agreement shall not be assigned without Summit County's prior written consent.

19.2 Construction and Sale Activity. Notwithstanding any provisions contained in this Master Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant and any Declarant Affiliate and any builder designated by Declarant or a Declarant Affiliate to maintain and carry on upon portions of the Master Common Area such facilities and activities as, in the sole opinion of Declarant or a Declarant Affiliate, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices; and Declarant and such designated builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by Declarant or any Declarant Affiliate and Master Common Facilities which may be owned by the Master Association, as models and sales offices, respectively. The Declarant and any Declarant Affiliate shall also have the right to maintain any number and size of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Development. The Declarant and any Declarant Affiliate shall also have the right to designate by signs or otherwise any street or other parking as parking for sales only or to otherwise restrict and use any parking within the Master Common Area. The Declarant and any Declarant Affiliate shall have the right from time to time

to relocate, move, remove, or add to any of its sales offices, parking restrictions, model Units, signs, banners or similar structures or devices.

19.3 Application to Declarant. Notwithstanding anything contained in this Master Declaration to the contrary, none of the restrictions contained in this Master Declaration shall be construed or deemed to limit or prohibit any act of Declarant, Declarant's Affiliates, Declarant's Related Parties or contractors, or parties designated by Declarant in connection with the construction, completion, sale or leasing of the Units, Master Common Area, the Master Common Facilities, the Development or the Additional Property (whether or not annexed under this Master Declaration). Without limiting the generality of this Article 19 in any way, and notwithstanding anything to the contrary contained in this Master Declaration, (a) Declarant is expressly exempted from the provisions of this Master Declaration requiring submission to or authorizations by the ACC; (b) Declarant and Declarant's Related Parties shall have the right to erect, operate and maintain one or more administrative and sales offices on any portion of the Development owned by or leased to Declarant or the Master Association (including but not limited to Units); and (c) neither the provisions of Article 14, nor the Architectural Guidelines, nor any comparable provisions in any Governing Document shall apply to Improvements built by Declarant, and any Improvements built by Declarant may have an architectural style and present general aesthetics that are quite different from the architectural style and aesthetics elsewhere in the Development.

19.4 No Recordation. So long as Declarant continues to have rights under this Article 19, no Person shall Record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Development without Declarant's review and written consent thereto, and any attempted Recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Declarant.

19.5 Other Special Declarant Rights. Declarant reserves the following rights, among others (the "***Special Declarant Rights***"), and regardless of anything in this Master Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by Law:

(a) the right to maintain sales offices, model Units, and signs advertising the Development or any Unit at any location within the Development;

(b) the right to use easements through the Master Common Area as set forth in this Master Declaration;

(c) the exclusive right to act as the Board, or appoint or remove Board Members in Declarant's sole discretion, during the Period of Administrative Control;

(d) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents;

(e) the right to exert any right allowed to the Board or the Master Association pursuant to the Act and this Master Declaration;

(f) the right to make and adopt Rules and Regulations without being subject to the requirements of Utah Code § 57-8a-217; and

(g) the right to replat or amend, modify, or supplement the Plat for the Development, the right to grant and convey portions of the Master Common Area, and/or the right to grant easements through the Master Common Area. In the event an Owner's consent is legally required to effectuate any of the foregoing, the Owners hereby appoint Declarant as their attorney-in-fact, which shall be coupled with an interest, to consent and approve such actions. The Owner's agree to cooperate and not oppose such actions and to sign such instruments to confirm the above.

19.6 Exercising Special Declarant Rights. Declarant may exercise any of the Special Declarant Rights at any time prior to the later to occur of the date on which the Period of Administrative Control expires or the date when the Declarant relinquishes such rights in writing. Declarant may exercise any of its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Development, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Development. Notwithstanding anything to the contrary contained in this Master Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Master Declaration, without the consent of the Master Association, any Neighborhood Association or any of the Owners.

19.7 Interference with Special Declarant Rights. Without Declarant's prior written consent, neither the Master Association nor any Owner may take any action or adopt any Rules and Regulations that interfere with or diminish any of Declarant's right contained in this Master Declaration. Any action taken in violation of this Section shall be null and void and have no force or effect.

19.8 Limitation on Improvements by Master Association. Until such time as the earlier of (a) the termination of the Period of Administrative Control, or (b) such time as Declarant chooses, the Master Association shall not make any improvement to or alteration in any of the Master Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Master Common Area as originally constructed or created by Declarant.

19.9 Transfer of Special Declarant Rights. The Declarant may transfer, convey, or assign any of its rights created or reserved under this Master Declaration to any Person. Such transfer, conveyance, or assignment shall be effective upon Recording in the office of the Wasatch County Recorder.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this Master Declaration this __ day of _____, 2026.

JOVID MARK II, LLC
a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
County of _____)

On the _____ day of _____, 2026, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of JOVID MARK II, LLC, a Utah limited liability company, and who acknowledged to me that such entity executed it.

_____
Notary Public

EXHIBIT A

(Legal Description of the Property)

PHASE 1A BOUNDARY DESCRIPTION:

A Parcel of Land located in the Southeast Quarter of the Northwest Quarter of Section 26, Township 2 South, Range 5 East, Salt Lake Base & Meridian situated in the County of Wasatch, State of Utah, more particularly described as follows:

BEGINNING at a point on the Quarter Section line which is 1360.08 feet South 00°15'46" West along the Quarter Section line from the North Quarter corner of Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian (the basis of bearings is South 00°15'4611 West 5362.02 feet measured along the Quarter Section line between the monuments found marking the North Quarter corner and the South Quarter corner of said Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian), and running thence South 00°15'4611 West 1071 .80 feet; thence North 89°44'1311 West 34.13 feet; thence North 62°20'4511 West 267.20 feet; thence North 08°07'30" West 54.16 feet to a point on a 295.00 foot radius non-tangent curve to the right; thence westerly 72.11 feet along the arc of said curve through a central angle of 14°00'22" (chord bears South 89°46'57" West 71.93 feet); thence North 83°12'5211 West 24.54 feet; thence South 23°45'21 11 West 204.20 feet to a point on a 270.00 foot radius non-tangent curve to the left; thence westerly 65.93 feet along the arc of said curve through a central angle of 13°59'25" (chord bears North 73°14'21 " West 65.76 feet): thence North 80°14'04" West 78.69 feet to a point of curvature with a 130.00 foot radius to the right; thence westerly 32.57 feet along the arc of said curve through a central angle of 14°21'10" (chord bears North 73°03'2911 West 32.48 feet); thence South 29°06'27" West 53.18 feet; thence North 90°00'0011 West 205.96 feet; thence North 61 °30'0511 West 158.21 feet; thence North 24°54'0011 East 137.58 feet; thence South 65°05'4911 East 6.41 feet; thence North 24°54'11 11 East 60.00 feet: thence North 24°47'11 11 East 185.08 feet; thence North 19°30'1711 West 124.49 feet: thence North 74°20'4511 East 80.32 feet; thence South 62°13'31" East 96.72 feet; thence North 80°44'0911 East 75.55 feet; thence South 47°32'2511 East 74.18 feet; thence North 72°04'16" East 143.30 feet; thence South 62°34'34" East 137.23 feet; thence North 84°26'21 11 East 193.35 feet; thence North 00°50'51 11 East 607.74 feet; thence South 89°48'1511 East 127.56 feet to the POINT OF BEGINNING.

Contains 479,560 square feet or 11 .009 acres, more or less.

PHASE 1 B BOUNDARY DESCRIPTION

A Parcel of Land located in the Northwest Quarter and the Southwest Quarter of Section 26, Township 2 South, Range 5 East, Salt Lake Base & Meridian situated in the County of Wasatch, State of Utah, more particularly described as follows:

BEGINNING at a point on the Quarter Section line which is 2431 .88 feet South 00°15'46" West along the Quarter Section line from the North Quarter corner of Section 26, Township

2 South, Range 5 East, Salt Lake Base and Meridian (the basis of bearings is South 00°15'46" West 5362.02 feet measured along the Quarter Section line between the monuments found marking the North Quarter corner and the South Quarter corner of said Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian), and running thence South 00°15'46" West 1260.59 feet; thence North 30°56'07" West 89.26 feet; thence North 58°55'15" West 490.75 feet; thence North 90°00'00" West 537.66 feet; thence South 68°20'12" West 335.89 feet to a point on a 170.00 foot radius non-tangent curve to the right; thence northwesterly 49.19 feet along the arc of said curve through a central angle of 16°34'47" (chord bears North 62°03'19" West 49.02 feet); thence South 36°14'04" West 184.55 feet; thence South 59°35'09" East 127 .12 feet; thence South 88°52'41" West 16.43 feet; thence North 86°53'17" West 94.81 feet; thence South 31 °34'32" West 156.82 feet to a point on a 470.00 foot radius non-tangent curve to the right; thence westerly 192.00 feet along the arc of said curve through a central angle of 23°24'1 9" (chord bears North 67°44'53" West 190.66 feet); thence North 56°02'43" West 102.41 feet to a point of curvature with a 530.00 foot radius to the left; thence northwesterly 166.21 feet along the arc of said curve through a central angle of 17°58'06" (chord bears North 65°01 '46" West 165.53 feet); thence North 15°59'11" East 201.46 feet; thence North 90°00'00" West 498.07 feet; thence North 63°57'53" West 117.49 feet; thence South 46°31 '00" West 104.94 feet; thence North 43°29'00" West 114.10 feet to a point of curvature with a 280.00 foot radius to the left; thence northwesterly 30.87 feet along the arc of said curve through a central angle of 06°18'58" (chord bears North 46°38'29" West 30.85 feet) to the west line of said Section 26; thence North 00°07'24" East 327.29 feet along said line to a rebar and cap marked "Jack Johnson"; thence South 89°16'41" East 1345.62 feet to a rebar and cap marked "Jack Johnson"; thence North 00°11'34" East 364.56 feet to a rebar and cap marked "Jack Johnson" at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 26; thence North 00°11'10" East 949.72 feet; thence South 66°49'39" East 510.74 feet; thence South 19°30'17" East 124.49 feet; thence South 24°47'11" West 185.08 feet; thence South 24 °54' 11" West 60.00 feet; thence North 65°05'49" West 6.41 feet; thence South 24°54'00" West 137.58 feet; thence South 61 °30'05" East 158.21 feet; thence North 90°00'00" East 205.96 feet; thence North 29°06'27" East 53.18 feet to a point on a 130.00 foot radius non-tangent curve to the left; thence easterly 32.57 feet along the arc of said curve through a central angle of 14°21'10" (chord bears South 73°03'29" East 32.48 feet); thence South 80°14'04" East 78.69 feet to a point of curvature with a 270.00 foot radius to the right; thence easterly 65.93 feet along the arc of said curve through a central angle of 13°59'25" (chord bears South 73°14'21" East 65.76 feet); thence North 23°45'21" East 204.20 feet; thence South 83°12'52" East 24.54 feet to a point of curvature with a 295.00 foot radius to the left; thence easterly 72.11 feet along the arc of said curve through a central angle of 14°00'22" (chord bears North 89°46'57" East 71.93 feet); thence South 08°07'30" Ea~t 54.16 feet; thence South 62°20'45" East 267.20 feet; thence South 89°44'13" East 34.13 feet to the POINT OF BEGINNING.

Contains 2,358,059 square feet or 54.134 acres, more or less.

PHASE 2 - 7 BOUNDARY DESCRIPTION

A Parcel of Land located in the Southwest Quarter of Section 26, Township 2 South, Range

5 East, Salt Lake Base & Meridian situated in the County of Wasatch, State of Utah, more particularly described as follows:

BEGINNING at the SLM monument found marking the South Quarter corner of Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian (the basis of bearings is North 00°15'46" East 5362.02 feet measured along the Quarter Section line between the SLM monument found marking the South Quarter corner and the aluminum cap stamped "CLS" found marking the North Quarter corner of said Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian); and running thence North 89°36'09" West 2685.46 feet along the South line of said Section 26 to the SLM monument found marking the Southwest corner of said Section 26; thence North 00°07'24" East 2014.07 feet along the West line of said Section 26 to a point on a 280.00 foot radius non-tangent curve to the right; thence southeasterly 30.87 feet along the arc of said curve through a central angle of 06°18'58" (chord bears South 46°38'29" East 30.85 feet); thence South 43°29'00" East 114.1 O feet; thence North 46°31 '00" East 104.94 feet; thence South 63°57'53" East 117 .49 feet; thence East 498.07 feet; thence South 15°59'11" West 201.46 feet to a point on a 530.00 foot radius non-tangent curve to the right; thence southeasterly 166.21 feet along the arc of said curve through a central angle of 17°58'06" (chord bears South 65°01 '46 East 165.53 feet); thence South 56°02'43" East 102.41 feet to a point of curvature with a 4 70.00 foot radius to the left; thence easterly 192.00 feet along the arc of said curve through a central angle of 23°24'19" (chord bears South 67°44'53" East 190.66 feet); thence North 31 °34'32" East 156.82 feet; thence South 86°53'17" East 94.81 feet; thence North 88°52'41" East 16.43 feet; thence North 59°35'09" West 127 .12 feet; thence North 36°14'04" East 184.55 feet to a point on a 170.00 foot radius non-tangent curve to the left; thence southeasterly 49.19 feet along the arc of said curve through a central angle of 16°34'47" (chord bears South 62°03'19" East 49.02 feet); thence North 68°20'12" East 335.89 feet; thence East 537.66 feet; thence South 58°55'15" East 490. 75 feet; thence South 30°56'07" East 89.26 feet to the said Quarter Section line; thence South 00°15'46" West 1669.55 feet along said Quarter Section line to the POINT OF BEGINNING.

Contains 115.639 acres, more or less.

APNs: 00-0022-0148 through 00-0022-0227, 00-0022-0392, 00-0022-0393, 00-0014-5438, 00-0020-8475, 00-0020-8474, 00-0007-2822, 00-0020-8475, 00-0020-8479

EXHIBIT B

(Site Plan of Development)

EXHIBIT C

(Legal Description of Additional Land)

The real property located within one (1) mile from the exterior boundary of the real property described in Exhibit A of this Master Declaration.

EXHIBIT D

JSPA GUIDELINES

EXHIBIT E

(Bylaws)

Bylaws
of
Black Rock Estates Master Association, Inc.

As Adopted

_____, 2026

Bylaws of
Black Rock Estates Master Association, Inc.

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Bylaws of
Black Rock Estates Master Association, Inc.

ARTICLE I – PURPOSES

Section 1.01 Purpose. This corporation is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, as set forth in the corporations Articles of Incorporation, including, without limitation, the operation and management of the master common areas and master common facilities of a master development known as Black Rock Estates.

ARTICLE II – OFFICES

Section 2.01 Offices. The principal office of the corporation may be located at any place, either in or outside the State of Utah, as designated in the corporation's most current Annual Report filed with the Utah Division of Corporations and Commercial Code. The corporation may have such other offices, either in or outside the State of Utah, as the Board of Directors may designate or as the business of the corporation may require from time to time. The corporation shall maintain at its principal office a copy of certain records, as specified in Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act. The initial address of the corporation's principal office shall be 7026 South 900 East, Midvale, Utah, 84047.

Section 2.02 Registered Office. The registered office of the corporation, required by Section 16-6a-501 of the Utah Revised Nonprofit Corporation Act, shall be located in the State of Utah and may be, but need not be, identical with the corporation's principal office (if located in the State of Utah). The address of the registered office may be changed from time to time.

Section 2.03 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, and Restrictions for Black Rock Estates filed simultaneously in the official records of Wasatch County, Utah (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "**Declaration**"), unless the context indicates otherwise.

ARTICLE III – MEMBERS

Section 3.01 Membership. The qualifications, privileges and obligations of membership in the Association shall be as set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 3.02 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3.03 Annual Meetings. Annual meetings of the Association shall be held during each year on a date and at a time set by the Board of Directors.

Section 3.04 Special Meetings of Membership. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.05 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, in accordance with the notice provisions set forth in the Declaration, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid.

Notwithstanding the foregoing, during the Period of Administrative Control, no notices shall be required to be provided to any Members in advance of any meeting. Notices for any Board meetings during the period after the Period of Administrative Control will be provided pursuant to Utah Code Ann. Section 57-8a-225 or any replacement statute.

Section 3.06 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or its proxy shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 3.07 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, the Presidents of the respective Neighborhood Associations present in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members represented at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.08 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 3.09 Proxies. At all meetings of the Members, the Members hereby irrevocably and permanently grant to the President of such Member's respective Neighborhood Association, an irrevocable proxy for the voting of all of its voting interest in all matters to be brought before the Master Association.

Section 3.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 3.11 Quorum. Those Presidents of the respective Neighborhood Associations present, either in person or by proxy, at a meeting shall constitute a quorum for the adoption of decisions.

Section 3.12 Conduct of Meetings. The President shall preside at all meetings of the Association, and the Secretary or designated managing agent shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.13 Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a vote of the Members at a duly called meeting. During the Period of Administrative Control, the Declarant may take action without providing notice or having a meeting, and may sign documents, including Amendments to the Declaration and these Bylaws, without the necessity of any other approval or signature.

ARTICLE IV – BOARD OF DIRECTORS

Section 4.01 General Powers. The business and affairs of the corporation shall be managed under the direction of its Board of Directors, each of whom shall have one (1) vote.

Section 4.02 Period of Administrative Control. Notwithstanding anything to the contrary contained in these Bylaws, the Declarant shall be entitled to appoint all members of the Board of Directors during the Period of Administrative Control as set forth in the Declaration.

Section 4.03 Nomination of Directors. Commencing with the election of the first Board of Directors to be elected by the Members, nominations for election to the Board of Directors may

be made by any Member. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 4.04 Number and Term of Office. Notwithstanding any other provisions contained herein:

(a) The initial Board of Directors shall consist of three (3) directors, who shall serve from the date of incorporation of the Association until the annual meeting of the membership after the expiration of the Period of Administrative Control.

(b) At the first annual meeting of the membership after the expiration of the Period of Administrative Control pursuant to Section 2 of this Article, the Board of Directors shall consist of three (3) directors, as follows: one (1) director shall be elected by the President of the Cottages Neighborhood Association, for an initial term of one (1) year; one (1) director shall be elected by the President of the SFH Neighborhood Association, for an initial term of two (2) years; and one (1) director shall be elected by the combined vote of the Owners, for an initial term of three (3) years, each as voted by the Presidents of each Neighborhood Association in the manner set forth in the Declaration. Upon the expiration of each director's initial term, each director's successor shall be elected for a three (3) year term. In the event that the members of the Board of Directors are increased to five (5) members, then the two (2) additional members shall be elected as follows: one (1) additional member shall be elected by the President of the Cottages Neighborhood Association for an initial term of one (1) year, and one (1) additional member shall be elected by the President of the SFH Neighborhood Association for an initial term of two (2) years, with each such director's successor thereafter being elected for a three (3) year term.

Section 4.05 Election. Each Member shall be entitled to cast, with respect to each vacancy to be filled, the total number of votes to which it is entitled under the Declaration. There shall be no cumulative voting. The candidates receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 4.06 Term. The term of office of each director shall continue until the earlier of the expiration of the appointed term, his or her death, resignation or removal from office.

Section 4.07 Qualifications. Each director must be a natural person 18 years of age or older. Directors need not be residents of the State of Utah. During the Period of Administrative Control, a director does not need to be a Member of the Association. After the expiration of the Period of Administrative Control, a director will need to be a Member of the Association.

Section 4.08 Resignation. Any director of the corporation may resign at any time by giving written notice to the corporation. A resignation is effective when the notice is received by the corporation unless the notice specifies a later effective date.

Section 4.09 Vacancies. Vacancies in the Board caused by any reason other than removal of a member of the Board of Directors by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board of Directors at a special meeting of the Board

held for that purpose after the occurrence of any such vacancy, even though the total members of the Board of Directors remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member of the Board of Directors by a vote of the Association shall be filled by the election and vote of the Association.

Section 4.10 Removal.

(a) All directors appointed by the Declarant shall serve, and may be removed and replaced, at the discretion of the Declarant, and shall not be subject to removal or replacement by the Members generally.

(b) Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

(c) Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and the Board may appoint a successor.

Section 4.11 Right to Disapprove Actions. This Section 4.11 may not be amended without the express, written consent of the Declarant during the Period of Administrative Control.

During the Period of Administrative Control, the Declarant shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until and unless the following requirements have been met:

(a) The Declarant shall be given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meeting with Article III, Sections 8, 9, and 10 of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, be set forth in reasonable particularity in the agenda to be followed at such meeting;

(b) The Declarant shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns; thoughts, and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, the

Association, or any Member of the Association at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4.12 Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but following the Period of Administrative Control, meetings shall be held at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 4.13 Special Meetings. Special meeting of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to the considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery, (b) written notice by first class mail, postage prepaid, (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 4.14 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent has the same force and effect as a unanimous vote of the directors. Action taken under this provision is effective at the time the last director signs a writing describing the action taken, unless, prior to that time, any director has revoked a consent by a writing signed by the director and received by the secretary or any other person authorized by the Bylaws or the Board of Directors to receive the revocation, or unless the consent specifies a different effective time.

Section 4.15 Waiver of Notice.

(a) Written Waiver**.** Any director may waive notice of any meeting before or after the date and time of the meeting stated in the notice. Except as provided in subsection (b), below, the waiver must be in writing and signed by the director entitled to notice. The waiver shall be delivered to the corporation for filing with the corporate records, but delivery and filing are not conditions to its effectiveness.

(b) Waiver by Attendance**.** The attendance of a director at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to the holding of the

meeting or the transacting of business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting.

Section 4.16 Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.17 Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors. Voting by proxy is not permitted.

Section 4.18 Meetings by Telecommunication. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is considered present in person at the meeting.

Section 4.19 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

Section 4.20 Powers and Duties. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are provided by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, by way of explanation, but not limitation:

(a) preparing, adopting, and amending in accordance with the Declaration annual budgets in which there shall be established the contribution of each Owner to the Association's common expenses;

(b) making assessments to defray the Association's expenses (including expenses incurred by virtue of cost sharing agreements entered into with entities such as a

residential owner's association, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, if permitted);

(c) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and any other property for which it has responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(d) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any Reserve Fund may be deposited, in the director's best business judgment, in depositories other than banks;

(e) making and amending design guidelines and rules and regulations;

(f) opening of bank accounts on behalf of the Association and designating the signatories required;

(g) making or contracting for the making of repairs, additions, and improvements to or alterations of the property of the Association in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(k) keeping books with detailed amounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred,

(l) making available to any prospective purchaser of a Unit, any Owner of a Unit, and the holders, insurers, and guarantors of mortgages or deeds of trust on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association;

(m) permitting utility suppliers to use portions of the Association's property, if any, as reasonably necessary to the ongoing development or operation of the Properties;

(n) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Utah Law, the Articles of Incorporation or the Declaration;

(o) making contracts and entering into agreements necessary for the performance of the Association's obligations and duties;

(p) borrowing money and entering into loans and other instruments, including proving a security interest in, pledging, or assigning the Association's rights, title and interest in the common areas and any income to the Association, including any reimbursement fees;

(q) subject to applicable law, acquiring, holding, encumbering, and conveying title or interest to real estate or personal property;

(r) granting easements, leases, licenses, and concessions through or over the common areas;

(s) performing any rights, duties and obligations under the Declaration and enforcing any rights under the Declaration;

(t) exercising any other powers necessary and proper for the governance and operation of the Association; and

(u) employing a professional property manager to carry out its duties under the Declaration, these Bylaws and any rules and regulations.

Section 4.21 Management. The Board of Directors may retain for the Association a professional property manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the property manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (b), (e), (f) and (h) of Section 4.20 of this Article.

Section 4.22 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise.

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) financial reports shall be prepared for the Association at least quarterly containing;

(i) an Income Statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the tenth (10th) day following the due date unless otherwise determined by the Board of Directors); and

(g) financials consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year, (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.

Section 4.23 Borrowing. The Board of Directors shall have the power to borrow for any legal purpose, subject to the limitations set forth in the Declaration.

Section 4.24 Rights of the Association. The Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other property owners' agreements with trusts, condominiums, and cooperatives, of other property owners or similar associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 4.25 Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder in accordance with the terms of the Declaration.

(a) Additional Enforcement Rights. The Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedures set forth above, subject to the limitations set forth in the Declaration. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE V – OFFICERS

Section 5.01 Number. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Association officers shall be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 5.02 Appointment and Term of Office. Initial officers of the Association shall be elected by the Board of Directors after formation of the Association. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.03 Removal. Any officer, assistant, agent or employee may be removed, with or without cause, at any time by the board of directors, or by any officer to whom or committee of the board of directors to which such power of removal has been delegated, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.04 Resignation. An officer may resign at any time by giving written notice of resignation to the corporation. A resignation of an officer is effective when it is received by the corporation, unless the notice specifies a later effective date. An officer's resignation does not affect the corporation's contract rights, if any, with the officer.

Section 5.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors or by any officer to whom or committee of the Board of Directors to which such power has been delegated.

Section 5.06 The President. The president, unless otherwise specified by the Board of Directors, shall be the chief executive officer of the corporation and, under the direction of the Board of Directors, shall in general supervise and control all the business and affairs of the corporation. The president shall, when present, preside, in the absence of the chair of the Board, at meetings of the Board of Directors. The president may hire, prescribe the duties of, and fire employees, and may delegate such authority in whole or in part to any other officer or employee. The president may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by Law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.07 The Vice President. In the absence of the president, or in the event of the president's death, inability or refusal to act, the vice president (or in the event there is more than one vice president, the vice presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 5.08 The Secretary. The secretary shall (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by Law; (c) be custodian of the corporate records and of the seal of the corporation and affix such seal to documents when authorized; (d) maintain the records required under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act, and (e) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the

president or by the Board of Directors. In the absence of a secretary and any assistant secretaries, the president shall perform these duties.

Section 5.09 The Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Section 8.04 of these Bylaws; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors. In the absence of a treasurer, the secretary shall perform such duties.

Section 5.10 Assistant Secretaries and Assistant Treasurers. The assistant secretaries, when authorized by the Board of Directors, may sign with the president or vice president certificates for shares of the corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the Board of Directors.

Section 5.11 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE VI – COMMITTEES

Section 6.01 General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present as a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 7.01 Indemnification. The corporation shall indemnify each person who is or was a director, officer, employee or agent of the corporation or an individual who, while serving the indicated relationship to the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee fiduciary, or agent of another corporation or other person or of an employee benefit plan, to the fullest extent permitted by the Utah Revised Nonprofit Corporation Act.

Section 7.02 Authorization of Indemnification. The corporation shall be deemed to have authorized such indemnification whenever as determination has been made under Section 16-6a-906 of the Utah Revised Nonprofit Corporation Act that indemnification of an individual is permissible in the circumstances because the person has met the applicable standard of conduct.

Section 7.03 Advance of Expenses. The corporation shall accept the undertaking required by Subsection 16-6a-904(1)(b) of the Utah Revised Nonprofit Corporation Act without reference to financial ability to make repayment.

Section 7.04 Insurance. The corporation may purchase and maintain liability insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the corporation, or who, while serving as a director, officer, employee, fiduciary, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the corporation would have power to indemnify him or her against the same liability.

Section 7.05 Savings Clause. If this Article or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each officer and director as to expenses, including attorneys' fees, judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether internal or external, including without limitation a grand jury proceeding and an action or suit brought by or in the right of the corporation, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated, or by any other applicable law.

ARTICLE VIII – MISCELLANEOUS

Section 8.01 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 8.02 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 8.03 Conflicts. If there are conflicts between the provisions of Utah law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Utah law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail. If any provision of these Bylaws is in conflict with Utah law, the provision will be interpreted to be consistent with Utah law and the remainder of these Bylaws shall remain in full force and effect.

Section 8.04 Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register books of account, and minutes of meetings of the Members, the Board, and

committees shall be maintained in accordance with applicable law and the Board and/or the Association may redact information as permitted by applicable law. Subject to the preceding and in accordance with applicable law, the records shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by the duly appointed representative of any Member at any reasonable time and for a purpose reasonably related to his or her interest in a Unit at the office of the Association or at such other place within the Properties as the Board shall prescribe. In the event any records are copies, the Association may recover copying costs as permitted by applicable law.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director shall include the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 8.05 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid;

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no street address has been designated, at the address of the Unit of such Member; or

(b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 8.06 Amendment.

(a) By Declarant. During the Period of Administrative Control, the Declarant may unilaterally amend these Bylaws for any purpose. Thereafter, the Declarant may unilaterally amend these Bylaws at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Properties; or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the properties within the Development; provided, however, any such amendment shall not adversely affect the title to any property unless the owner thereof shall consent thereto in writing. Further, so long as it still owns property within the Development, the Declarant may unilaterally amend these Bylaws for any purpose provided such amendment has no material adverse effect upon any right of any Owner.

(b) By Members. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members holding seventy-five percent (75%) of the voting interest in the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove revoke, or modify any right or privilege of the Declarant without the prior written consent of the Declarant or its assignee of such right or privilege.

(c) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation in the public records of Wasatch County, Utah, unless another date is specified therein. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. If an Owner consents to any amendment to these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary position in any mortgage or contract between Owner and a third party will affect the validity of such amendment.

EXHIBIT F

(Arbitration Provisions)

1. Dispute Resolution. The Bound Parties hereby agree that the arbitration provisions set forth in this Exhibit F ("**Arbitration Provisions**") are binding on each of them. As a result, any attempt to rescind or declare these Arbitration Provisions invalid or unenforceable for any reason is subject to these Arbitration Provisions.

2. Arbitration. Any Claim must be submitted to arbitration ("**Arbitration**") to be conducted exclusively in Salt Lake County, Utah and pursuant to the terms set forth in these Arbitration Provisions. The Bound Parties agree that the award of the arbitrator rendered pursuant to Paragraph 4 below (the "**Arbitration Award**") shall be (a) final and binding upon the Bound Parties, (b) the sole and exclusive remedy between them regarding any Claim, claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator, and (c) promptly payable in United States dollars free of any tax, deduction, or offset (with respect to monetary awards). Any costs or fees, including without limitation attorneys' fees, incurred in connection with or incident to enforcing the Arbitration Award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. Judgment upon the Arbitration Award may be entered and enforced by any state or federal court sitting in Wasatch County, Utah.

3. The Arbitration Act. The Bound Parties hereby incorporate herein the provisions and procedures set forth in the Utah Uniform Arbitration Act, U.C.A. § 78B-11-101 *et seq.* (as amended or superseded from time to time, the "**Arbitration Act**"). Notwithstanding the foregoing, pursuant to, and to the maximum extent permitted by, Section 105 of the Arbitration Act, in the event of conflict or variation between the terms of these Arbitration Provisions and the provisions of the Arbitration Act, the terms of these Arbitration Provisions shall control and the Bound Parties hereby waive or otherwise agree to vary the effect of all requirements of the Arbitration Act that may conflict with or vary from these Arbitration Provisions.

4. Arbitration Proceedings. Arbitration between Bound Parties will be subject to the following:

4.1 *Initiation of Arbitration*. The Bound Parties agree that any of the Bound Parties (the "**Petitioner**") may initiate Arbitration ("**Petitioner**") by giving written notice (the "**Arbitration Notice**") to one or more of any of the other Bound Parties (collectively, "**Respondent**") using any method of service authorized for the commencement of a civil action under the Utah Rules of Civil Procedure ("**Service**"). The Arbitration Notice must describe the nature of the controversy, the identity of the Respondent, the remedies sought, and the election to commence Arbitration proceedings. All Claims in the Arbitration Notice must be pleaded consistent with the Utah Rules of Civil Procedure.

4.2 *Selection and Payment of Arbitrator*.

(a) Petitioner and Respondent shall make good faith efforts to agree on an arbitrator from the roster of arbitrators maintained by Utah ADR Services (http://www.utahadrservices.com). If the Petitioner and Respondent cannot agree to an arbitrator, Petitioner or Respondent may seek the appointment of an arbitrator by filing an action in the Fourth Judicial District Court of Utah sitting in Wasatch County and requesting via a motion that the court appoint an arbitrator.

(b) The date that an arbitrator is selected or appointed pursuant to this Paragraph 4.2 and agrees in a writing (including via email) to serve as the arbitrator hereunder is referred to herein as the "**Arbitration Commencement Date.**" If an arbitrator resigns or is unable to act during the Arbitration, a replacement arbitrator shall be chosen in accordance with this Paragraph 4.2 to continue the Arbitration. If Utah ADR Services ceases to exist or to provide a list of neutrals or qualified arbitrators, then the arbitrator shall be selected under the then prevailing rules of the American Arbitration Association.

(c) The cost of the arbitrator must be paid equally by the parties to the Arbitration.

4.3 *Applicability of Certain Utah Rules*. The Bound Parties agree that the Arbitration shall be conducted generally in accordance with the Utah Rules of Civil Procedure and the Utah Rules of Evidence. More specifically, the Utah Rules of Civil Procedure shall apply, without limitation, to the filing of any pleadings, motions, or memoranda, the conducting of discovery, and the taking of any depositions. The Utah Rules of Evidence shall apply to any hearings, whether telephonic or in person, held by the arbitrator. Notwithstanding the foregoing, it is the Bound Parties' intent that the incorporation of such rules will in no event supersede these Arbitration Provisions. In the event of any conflict between the Utah Rules of Civil Procedure or the Utah Rules of Evidence and these Arbitration Provisions, these Arbitration Provisions shall control.

4.4 *Answer and Default*. The Respondent shall deliver to the arbitrator and all parties to the Arbitration an answer and any counterclaims or crossclaims related to the Arbitration Notice within twenty (20) calendar days after the Arbitration Commencement Date.

4.5 *Discovery*. The Bound Parties agree that discovery shall be conducted as follows:

(a) Written discovery will only be allowed if the likely benefits of the proposed written discovery outweigh the burden or expense thereof, and the written discovery sought is likely to reveal information that will satisfy a specific element of a claim or defense already pleaded in the Arbitration. The party seeking written discovery shall always have the burden of showing that all of the standards and limitations set forth in these Arbitration Provisions are satisfied.

(b) No party shall be allowed (i) more than fifteen (15) interrogatories (including discrete subparts), (ii) more than fifteen (15) requests for admission (including discrete subparts),

(iii) more than ten (10) document requests (including discrete subparts), or (iv) more than three (3) depositions (excluding expert depositions) for a maximum of seven (7) hours per deposition. The costs associated with depositions will be borne by the party taking the deposition. Further, the party defending the deposition will submit a notice to the party taking the deposition of the estimated attorneys' fees that such party expects to incur in connection with defending the deposition. If the party defending the deposition fails to submit an estimate of attorneys' fees within five (5) calendar days of its receipt of a deposition notice, then such party shall be deemed to have waived its right to the estimated attorneys' fees. The party taking the deposition must pay the party defending the deposition the estimated attorneys' fees prior to taking the deposition, unless such obligation is deemed to be waived as set forth in the immediately preceding sentence. If the party taking the deposition believes that the estimated attorneys' fees are unreasonable, such party may submit the issue to the arbitrator for a decision. All depositions of Bound Parties will be taken in Wasatch County, Utah.

(c) All discovery requests (including document production requests included in deposition notices) must be submitted in writing to the arbitrator and the other party. The party submitting the written discovery requests must include with such discovery requests a detailed explanation of how the proposed discovery requests satisfy the requirements of these Arbitration Provisions and the Utah Rules of Civil Procedure. The receiving party will then be allowed, within five (5) calendar days of receiving the proposed discovery requests, to submit to the arbitrator an estimate of the attorneys' fees and costs associated with responding to such written discovery requests and a written challenge to each applicable discovery request. After receipt of an estimate of attorneys' fees and costs and/or challenge(s) to one or more discovery requests, the arbitrator will within three (3) calendar days make a finding as to the likely attorneys' fees and costs associated with responding to the discovery requests and issue an order that (i) requires the requesting party to prepay the attorneys' fees and costs associated with responding to the discovery requests, and (ii) requires the responding party to respond to the discovery requests as limited by the arbitrator within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. If a party entitled to submit an estimate of attorneys' fees and costs and/or a challenge to discovery requests fails to do so within such 5-day period, the arbitrator will make a finding that (A) there are no attorneys' fees or costs associated with responding to such discovery requests, and (B) the responding party must respond to such discovery requests (as may be limited by the arbitrator) within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. Any party submitting any written discovery requests to another party, including without limitation interrogatories, requests for production, or requests for admissions, must prepay the estimated attorneys' fees and costs, before the responding party has any obligation to produce or respond to the same, unless such obligation is deemed waived as set forth above.

(d) In order to allow a written discovery request, the arbitrator must find that the discovery request satisfies the standards set forth in these Arbitration Provisions and the Utah Rules of Civil Procedure. The arbitrator must strictly enforce these standards. If a discovery request does not satisfy any of the standards set forth in these Arbitration Provisions or the Utah Rules of Civil Procedure, the arbitrator may modify such discovery request to satisfy the applicable standards, or strike such discovery request in whole or in part.

(e) Each party may submit expert reports (and rebuttals thereto), provided that such reports must be submitted within sixty (60) days of the Arbitration Commencement Date. Each party will be allowed a maximum of two (2) experts unless the arbitrator orders otherwise. Expert reports must contain the following: (i) a complete statement of all opinions the expert will offer at any hearing or arbitration and the basis and reasons for them; (ii) the expert's name and qualifications, including a list of all the expert's publications within the preceding ten (10) years, and a list of any other cases in which the expert has testified at trial, hearing, arbitration, or in a deposition or prepared a report within the preceding ten (10) years; and (iii) the compensation to be paid for the expert's report and testimony. The Bound Parties are entitled to depose any other party's expert witness one (1) time for no more than four (4) hours. An expert may not testify in a party's case-in-chief concerning any matter not fairly disclosed in the expert report.

4.6 *Dispositive Motions*. Each party shall have the right to submit dispositive motions pursuant to the Utah Rules of Civil Procedure (a "**Dispositive Motion**"). Within seven (7) calendar days of delivery of the Dispositive Motion the other party shall deliver to the arbitrator and to the other party a memorandum in opposition to the Dispositive Motion (the "**Memorandum in Opposition**"). Within seven (7) calendar days of delivery of the Memorandum in Opposition, as applicable, the party that submitted the Dispositive Motion shall deliver to the arbitrator and to the other party a reply memorandum to the Memorandum in Opposition ("**Reply Memorandum**"). If the applicable party shall fail to deliver the Memorandum in Opposition as required above, or if the other party fails to deliver the Reply Memorandum as required above, then the applicable party shall lose its right to so deliver the same, and the Dispositive Motion shall proceed regardless.

4.7 *Confidentiality*. All information disclosed by any party (or such party's agents) during the Arbitration process (including without limitation information disclosed during the discovery process) shall be considered confidential in nature. Each party agrees not to disclose any confidential information received from the other party (or its agents) during the Arbitration process (including without limitation during the discovery process) unless (a) prior to or after the time of disclosure such information becomes public knowledge or part of the public domain, not as a result of any inaction or action of the receiving party or its agents, (b) such information is required by a court order, subpoena, or similar legal obligation to be disclosed if such receiving party has notified the other party thereof in writing and given it a reasonable opportunity to obtain a protective order from a court of competent jurisdiction prior to disclosure, or (c) such information is disclosed to the receiving party's agents, representatives, and legal counsel on a need to know basis who each agree in writing not to disclose such information to any third party. The arbitrator is hereby authorized and directed to issue a protective order to prevent the disclosure of privileged information and confidential information upon the written request of any party.

4.8 *Authorization; Timing; Scheduling Order*. Subject to all other portions of these Arbitration Provisions, the Bound Parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the Bound Parties' intent for the Arbitration proceedings to be efficient and expeditious. The Bound Parties hereby agree that an Arbitration Award must be made within one hundred eighty (180) calendar days after the Arbitration Commencement Date, unless the arbitrator, for good cause, extends this deadline. The arbitrator shall not, however, extend the deadline to issue an Arbitration Award to more than five-

hundred and forty (540) calendar days after the Arbitration Commencement Date. The arbitrator is hereby authorized and directed to hold a scheduling conference within ten (10) calendar days after the Arbitration Commencement Date in order to establish a scheduling order with various binding deadlines for hearings, discovery, expert testimony, and the submission of documents by the Bound Parties to enable the arbitrator to render a decision prior to the end of such 180-day period.

4.9 *Relief*. The arbitrator shall have the right to award or include in the Arbitration Award (or in a preliminary ruling) any relief which the arbitrator deems proper under the circumstances, including, without limitation, specific performance and injunctive relief, provided that the arbitrator may not award exemplary or punitive damages.

4.10 *Fees and Costs*. As part of the Arbitration Award, the arbitrator is hereby directed to require the losing party to (a) pay the full amount of any unpaid costs and fees of the Arbitration, and (b) reimburse the prevailing party for all reasonable attorneys' fees, arbitrator costs and fees, deposition costs, other discovery costs, and other expenses, costs, or fees paid or otherwise incurred by the prevailing party in connection with the Arbitration.

5. Miscellaneous.

5.1 *Severability*. If any part of these Arbitration Provisions is found to violate or be illegal under applicable law, then such provision shall be modified to the minimum extent necessary to make such provision enforceable under applicable law, and the remainder of the Arbitration Provisions shall remain unaffected and in full force and effect.

5.2 *Governing Law*. These Arbitration Provisions shall be governed by the laws of the State of Utah without regard to the conflict of laws principles therein.

5.3 *Interpretation*. The headings of these Arbitration Provisions are for convenience of reference only and shall not form part of, or affect the interpretation of, these Arbitration Provisions.

5.4 *Waiver*. No waiver of any provision of these Arbitration Provisions shall be effective unless it is in the form of a writing signed by the party granting the waiver.

EXHIBIT 4

EMERGENCY EXIT

Ent 235402 Bk 0514 Pg 0189-0201
ELIZABETH PARCELL, Recorder
WASATCH COUNTY CORPORATION
2001 JUL 27 3:34pm Fee 43.00 MMM
FOR HIGH COUNTRY TITLE

ROADWAY, UTILITIES AND WATER STORAGE EASEMENTS AND AGREEMENT

For ten dollars ($10.00) and other good and valuable consideration Douglas Ray Cummings and Joan B. Cummings, man and wife, ("Grantors") and owners of the property described on Exhibit A hereby grant to INTELL UTAH, LLC ("Intell") the owners of the property described on Exhibit "B" and its successors and assigns, an irrevocable roadway and utility easement across and burdening the property described in Exhibits "A" and "B" for the sole benefit of the property described in Exhibits "A" and "B" (the "Property") as set forth below:

1. Roadway Easement: Grantors and Intell hereby grant each other a Roadway Easement in the locations shown on Exhibit "C" attached with the following conditions and modifications:

   (a) The exact location of the Easement will be determined in such a manner as is designed to minimize all cuts and fill requirements and will be recorded as part of the final site plans for the parcels adjacent to and with a common boundary with the Easements. Any location which does not minimize all cut and fill requirements and/or closely approximate the location as shown on Exhibit "C" will require the mutual consent of both Grantors and Intell.

   (b) The more northern Roadway Easement as shown on Exhibit "C" shall be available only for emergency access-egress with regard to the Property. The emergency access-egress road shall not be paved; shall have a "blast down gate" at all intersections with any other paved road, with keys to the gates available to all Grantors and to Intell at all times; and shall be the minimum width in road service and right-of-way as is required by Wasatch County for an emergency access-egress roadway.

   (c) The more southern Roadway Easement as shown on Exhibit "C" shall be a fully developed road with road construction criteria and right-of-way width only as wide as is required by Wasatch County with regard to approved development on the Property.

   (d) Except as otherwise provided, the Roadway Easement shall be for general pedestrian, roadway and highway travel, for construction, maintenance, repair and snowplowing.

2. Utilities Easement: The Grantors and Intell hereby grant to each other an easement for the construction, installation, maintenance and repair of all utilities for the service of the development of the Property, including but no limited to water, sewer, natural gas, electricity,

telephone, television cable and internet cable. The Property subject to the utility easement shall be limited to the Roadway Easement and Right-of-Way as shown on the final site plan.

3. Water Storage Easement: There is a pond shown on Exhibit "C" labeled Pond #1. This pond is currently contemplated but underdeveloped. Grantors and Intell hereby grant to each other an easement to construct, maintain and repair such ponds for water storage and recirculation of water for irrigation and other uses within the Property. The Easement shall be for all necessary and related purposes, including constructing the pond, digging the holes and constructing a dam and installing pumping equipment and related utilities. The pond shall be approximately as shown on Exhibit "C" with its exact size and location determined by actual slope and natural grade considerations. Intell shall pay for all construction, maintenance, and repair. Cummings may continue to water their livestock through access to the pond from the property shown on Exhibit "A" at no cost.

4. Access: The parties further agree to provide to each other reasonable access to adequate utility connections and stubs to each other's parcels to provide for the development of their respective parcels, which shall include all utilities used by either parcel including but not limited to, natural gas, electric power, water, telephone, cable, and storm and sanitary sewer. Reasonable access to adequate utility connections shall be reciprocal between and among the parties to this Agreement. Intell agrees to provide utility lines sized in accordance with applicable ordinances, regulations and codes that will allow the development of all portions of the Property. All easements granted for ingress, egress, construction, maintenance, and operation of the road access points, shared roads, and access to adequate utility connections and stubs shall be perpetual, reciprocal and for the mutual benefit of the parties to this Agreement, their successors, assigns guests and invitees. Additionally, all easements for grading and roadway purposes shall include necessary easements for slopes and drainage construction and shall also be reciprocal between and among the parties to this Agreement.

5. Cost Sharing Agreements for Roads and Utilities: The parties agree to share the costs and expenses associated with the roads and utilities, their design, construction and maintenance as follows:

   (a) Intell shall pay for all costs and expenses associated with the design, construction, maintenance, and operation (including snowplowing) of the shared roads and utilities (excepting culinary water and sewer, which are the responsibility of JSSD), and access to adequate utility connections and stubs for all portions of the Property.

E 235402 B 0514 P 0190

(b) Grantors shall reimburse Intell only for its proportionate share of costs and expenses associated with the design, construction, maintenance and operation (including snowplowing) of the roads, road access points and access to adequate utility connections and stubs from which it directly benefits. The proportionate share of costs and expenses shall be calculated according to the following formula, which will create a percentage contribution, and is based on the number of Equivalent Residential Units ("ERUs") finally approved by Wasatch County for each parcel i.e. Grantors shall be required to reimburse Intell for its pro-rata share of said costs based upon Equivalent Residential Units finally approved by Wasatch County on both parcels.

(c) All costs and expenses to be paid to Intell, pursuant to this Agreement, for the design, construction, maintenance, and operation of shared roads and utilities, shall become due and payable to Intell on the date Cummings receive its final approval for the first phase of its Cummings' respective development, if any, from Wasatch County. Cummings shall reimburse Intell, its successors and assigns, its proportionate share of the amount Intell has paid for the items set forth in subsection (a) above. Intell shall keep an adequate and separate record of any such costs and expenses to be reimbursed by the Cummings, including verifiable documentation supporting each cost and expense. At any time after Wasatch County or any utility provider has accepted as completed any road or other utility, Grantors may request in writing to Intell Utah, LLC c/o Joseph E. Tesch, PO Box 3390, Park City, Utah 84060 (or as otherwise directed in writing by Intell) a statement of all costs and expenses related to such improvement. Intell shall provide the same to Grantors within thirty (30) calendar days of such requests. Cummings shall have reasonable access to all supporting documentation upon request. If a party to this Agreement disputes the costs properly disclosed on a timely delivered accounting, then the parties shall enter into good faith negotiations to resolve the dispute. If the dispute cannot be resolved through negotiation, then the parties agree to mediate the dispute. From the date Intell receives final plat approval on Phase I and begins to incur costs for the improvements contemplated by this Agreement, and for each such payment made thereafter, the Engineering News Record Construction Index (the "ENR") shall be used to increase Grantor's proportionate amount due as set forth herein. The ENR is defined as the index published as the standard in the construction industry to determine the national and regional averages of incremental costs associated with construction. For the purposes of this Agreement, the part of

the index that most accurately describes the regional and local location of the parties hereto shall be used. In the event the ENR is not published at the time reimbursement from the Grantors is due, the Consumer Price Index (the "CPI") shall be used as a substitute index to increase or modify each Grantors' proportionate amount due

6. NO PUBLIC DEDICATION. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of an easement or a parcel to or for the general public or for any public purposes whatsoever. It is the intention of the parties hereto that this Agreement and road and utility access issues set forth herein, be strictly limited to and for and in accordance with the purposes expressed herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 27th day of July, 2001.

Cummings

Douglas Ray Cummings

Joan B. Cummings

INTELL UTAH, LLC
By: TALIBAR UTAH, L.L.C., a Utah Limited Liability Company, and Manager of INTELL UTAH, LLC

By: Gary Barnett
Its: Manager/Member

State of Utah)
:ss.
County of Summit)

On this the 27th day of July, 2001, personally appeared before me, DOUGLAS RAY CUMMINGS whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument and that he did so of his own voluntary act.

NOTARY PUBLIC

My Commission Expires:

7-12-04

DANETTE B. DAWSON
NOTARY PUBLIC • STATE of UTAH
1729 SIDEWINDER DR.
PARK CITY. UT 84060
COMM. EXP 7-12-2004

State of Utah)
:ss.
County of Summit)

On this the 27th day of July, 2001, personally appeared before me, JOAN B. CUMMINGS, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument and that she did so of her own voluntary act.

NOTARY PUBLIC

My Commission Expires:

7-12-04

DANETTE B. DAWSON
NOTARY PUBLIC • STATE of UTAH
1729 SIDEWINDER DR.
PARK CITY. UT 84060
COMM. EXP 7-12-2004

E 235402 B 0514 P 0193

NEW YORK
State of ~~Utah~~)
:ss.
County of NEW YORK)

On this the 26 day of JUNE, 2001, personally appeared before me, GARY BARNETT, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument and that he did so of his/her own voluntary act.

Hedi Well
NOTARY PUBLIC

My Commission Expires:
2-14-02

Hedi Well
Notary Public, State of New York
Registration #01WE6037190
Qualified in Queens County
My Commission Expires Feb. 14, 2002

E 235402 B 0514 P 0194

EXHIBIT A

E 235402 B 0514 P 0195

EXHIBIT A

Wasatch County, Utah

A parcel of land located in the Northwest Quarter and the Southwest Quarter of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian, particularly described as follows:

BEGINNING at the West Quarter Corner of Section 26; thence along the West side of said Section, North 0°02'26" East, 1301.22 feet to the South line of Parcel 1, of the ALTA/ACSM Land Title Survey for The Golf Services Project, prepared by The Sear-Brown Group and dated September 27, 1999; thence along the South line of said Parcel with the nine (9) following bearings and distances; South 89°39'36" East, 221.59 feet and North 16°09'36" East, 89.69 feet and South 74°33'37" East, 87.37 feet and South 8°05'25" East, 211.29 feet and South 38°58'58" East, 180.08 feet and North 83°39'10" East, 129.51 feet and South 79°17'36" East, 264.57 feet and South 88°18'49" East, 401.79 feet and South 66°51'26" East, 90.33 feet to the North-South Quarter Quarter Section Line of the Northwest Quarter Section of said Section 26; thence along said Quarter Quarter Section Line, South 0°06'52" West, 947.14 feet to the Northeast Corner of the Northwest Quarter of the Southwest Quarter; thence along the North-South Quarter Quarter Section Line of the Southwest Quarter of said Section 26 South 0°06'53" West, 364.42 feet; thence leaving said Quarter Quarter Section Line, North 89°19'58" West, 1345.81 feet to the West Line of said Section 26; thence along the West Line of said Section, North 0°02'41" East, 364.43 feet to the POINT OF BEGINNING.

Wasatch County Tax Serial Number: OWC-0144-5

EXHIBIT B

E 235402 B 0514 P 0197

Parcel 1: BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°32'45" EAST 1327.91 FEET ALONG THE NORTH LINE OF SAID SECTION 27; THENCE SOUTH 0°030'06" WEST 1301.22 FEET; THENCE SOUTH 89°32'45" EAST 1328.16 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE SOUTH 89°39'36" EAST 221.59 FEET; THENCE NORTH 16°09'36'' EAST 89.69 FEET; THENCE SOUTH 74°33'137" EAST 87.37 FEET; THENCE SOUTH 8°05'25" EAST 211.29 FEET; THENCE SOUTH 38°58'58" EAST 180.08 FEET; THENCE NORTH 83°39'10" EAST 129.51 FEET; THENCE SOUTH 79°17'36" EAST 264.57 FEET; THENCE SOUTH 88°18'49" EAST 401.79 FEET; THENCE SOUTH 66°51'26" EAST 600.32 FEET; THENCE NORTH 74°17'52" EAST 80.32 FEET; THENCE SOUTH 62°16'24" EAST 96.72 FEET; THENCE NORTH 80°41'16" EAST 75.55 FEET; THENCE SOUTH 47°35'18" EAST 74.18 FEET; THENCE NORTH 72°01'23" EAST 143.30 FEET; THENCE SOUTH 62°36'27" EAST 137.23 FEET; THENCE NORTH 84°23'28" EAST 193.35 FEET; THENCE NORTH 0°47'58" EAST 610.51 FEET; THENCE SOUTH 89°48'15" EAST 127.98 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 26, TOWNSHIP 2 SOUTH RANGE 5 EAST; THENCE NORTH 0°11'46" EAST 1357.41 FEET ALONG SAID QUARTER SECTION LINE TO THE WASATCH-SUMMIT COUNTY LINE; THENCE ALONG SAID COUNTY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: NORTH 76°22'00" WEST 12.63 FEET AND NORTH 85°34"00" WEST 1065.31 FEET AND NORTH 56°47'30" WEST 1393.31 FEET AND NORTH 34°42'30" WEST 931.10 FEET AND NORTH 74°00'30" WEST 1274.16 FEET; THENCE NORTH 89°32'45" WEST 746.01 FEET TO SAID WASATCH-SUMMIT COUNTY LINE; THENCE SOUTH 62°24'00" WEST 675.35 FEET ALONG SAID COUNTY LINE TO THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 23, TOWNSHIP 2 SOUTH RANGE 5 EAST; THENCE SOUTH 00°31'18" WEST 1671.83 FEET TO THE POINT OF BEGINNING.

WASATCH COUNTY TAX SERIAL NOS. OWC-0145-2, OWC-0144-3, OWC-0144-4
OWC-0142-1, OWC-0142 & OWC-0141-1

Parcel 2: BEGINNING AT A POINT ON THE NORTH-SOUTH QUARTER SECTION LINE, SAID POINT BEING NORTH 00°31'18" EAST 1671.83 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE SUMMIT-WASATCH COUNTY LINE; THENCE NORTH 62°24'00" EAST 675.35 FEET ALONG SAID COUNTY LINE; THENCE NORTH 89°32'45" WEST 595.62 FEET TO SAID NORTH-SOUTH QUARTER SECTION LINE; THENCE SOUTH 0°31'18" WEST 317.62 FEET TO THE POINT OF BEGINNING.

SUMMIT COUNTY PROPERTY

SUBJECT TO CURRENT GENERAL TAXES, EASEMENTS, RESTRICTIONS, MINERAL RESERVATIONS AND RIGHTS OF WAY OF RECORD.

ALSO SUBJECT TO THAT CERTAIN DEED OF TRUST IN THE ORIGINAL AMOUNT OF $628,890.21, IN FAVOR OF DOUGLAS RAY CUMMINGS, JOAN CUMMINGS, BILL MOWER, AND SHIRLEY MOWER, RECORDED OCTOBER 6, 1999 AS ENTRY NO. 218466 IN BOOK 439 AT PAGE 561 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RECORDED OCTOBER 6, 1999 AS ENTRY NO. 550206 IN BOOK 1290 AT PAGE 407 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

Parcel 3: A PARCEL OF LAND LOCATED IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 0°00'38" WEST ALONG THE SECTION LINE 663.17 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH

89°32'45" WEST ALONG SAID SOUTH LINE 2638.07 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 0°31'18" WEST ALONG SAID WEST LINE 1989.45 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 89°32'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 1327.91 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 0°03'05" WEST ALONG SAID EAST LINE 2602.45 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°32'45" WEST ALONG SAID SOUTH LINE 1328.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0°03'44" WEST 261.88 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°58'35" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2661.64 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89°44'31" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1327.35 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 0°10'31" EAST ALONG SAID WENT LINE 2657.90 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE NORTH 0°14'24" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2681.61 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°28'20" EAST ALONG SAID NORTH LINE 1331.15 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 0°04'35" EAST ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE 691.32 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 189; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; NORTH 87°00'00" EAST 3396.89 FEET AND SOUTH 85°24'20" EAST 302.65 FEET AND NORTH 87°00'00" EAST 1214.70 FEET AND NORTH 87°35'38" EAST 194.76 FEET TO A POINT ON THE ARC OF A 3819.72 FOOT RADIUS CURVE TO THE RIGHT AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°07'15" A DISTANCE OF 208.06 (CHORD BEARS SOUTH 89°50'46" EAST) FEET TO THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 0'45'35" EAST ALONG SAID EAST LINE 740.30 FEET TO THE POINT OF BEGINNING.

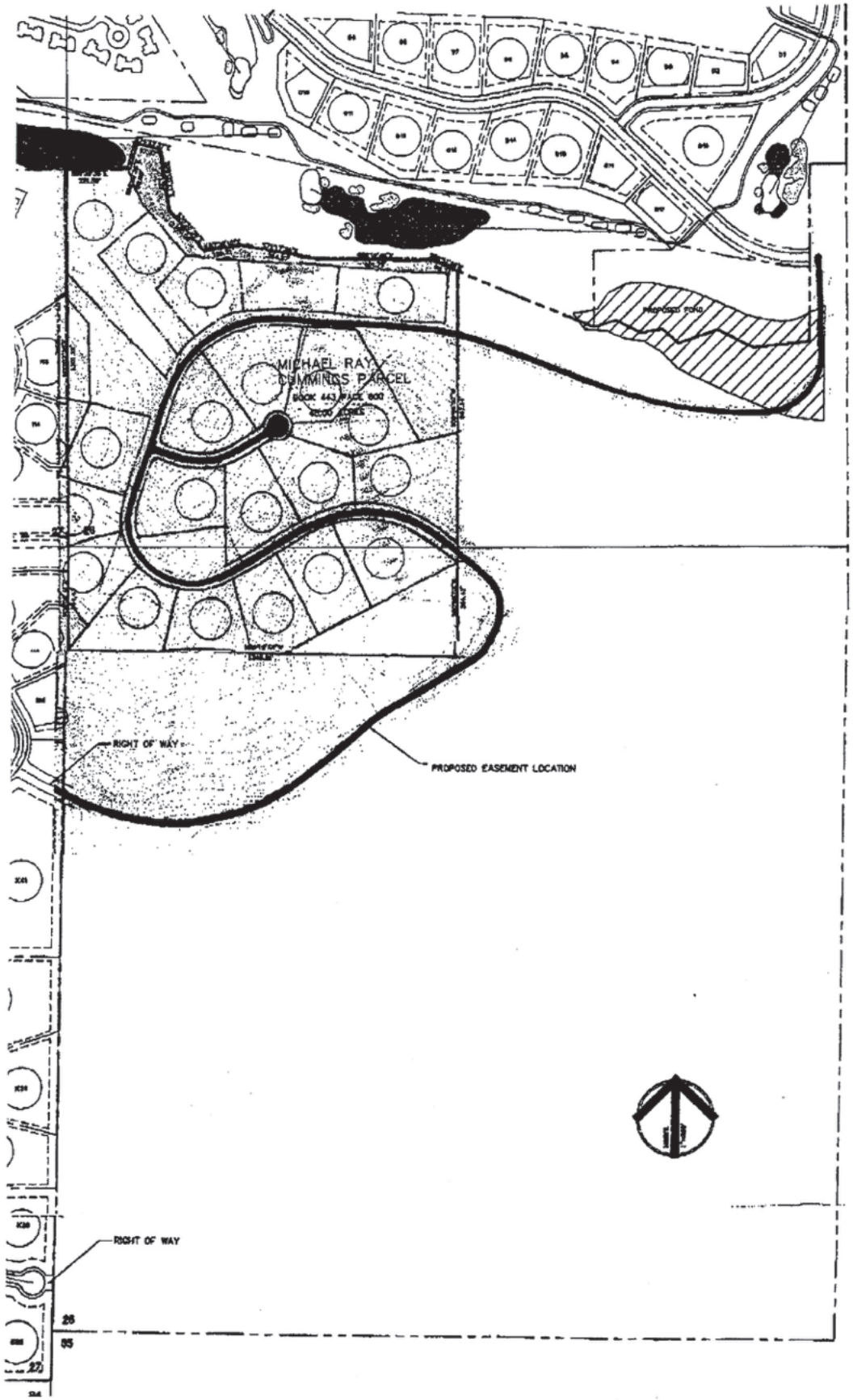
WASATCH COUNTY TAX SERIAL NOS. OOC-0141, OOC-0137-1, OOC-0145

SUBJECT TO CURRENT GENERAL TAXES, EASEMENTS, RESTRICTIONS, MINERAL RESERVATIONS AND RIGHTS OF WAY OF RECORD.

ALSO SUBJECT TO THAT CERTAIN DEAD OF TRUST IN THE ORIGINAL AMOUNT OF $1,052,250.00, IN FAVOR OF VANDERFORD FUNDING, RECORDED AUGUST 3, 1998 AS ENTRY NO. 205461 IN BOOK 390 AT PAGE 529 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RECORDED JULY 31, 1998 AS ENTRY NO. 514046 IN BOOK 1170 AT PAGE 97 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, WHICH OBLIGATION THE GRANTEE HEREIN AGREES TO PAY AND DISCHARGE ACCORDING TO ITS TERMS.

EXHIBIT C

E 235402 B 0514 P 0200



E 235402 B 0514 P 0201

SUPPLEMENT TO ROADWAY, UTILITIES AND WATER STORAGE EASEMENT AND AGREEMENT (WATER STROAGE EASEMENT ONLY)

On July 27, 2001, Douglas Ray Cummings and Joan B. Cummings, man and wife (Grantors) granted to Intell Utah, LLC a certain Roadway Easement, Utilities Easement, Water Storage Easement, access, Cost Sharing Agreements for Roads and Utilities, and No Public Dedication rights (The Easement) with property described therein and attached thereto as Exhibits A and B along with Exhibit C (also attached) showing by general schematic, the location of a certain Pond as referenced in paragraph 3 of the Easement. The Easement was recorded in the office of the Wasatch County Recorder on July 27, 2001, Entry 235402 Bk 0514 Page 0189-0201.

The Grantor and Tuhaye LLC, a Utah limited liability company and the successor in interest of Intell Utah, LLC in the land described in Exhibit B, desire to more perfectly describe the Pond shown on Exhibit C by supplementing the schematic shown with the metes and bounds description of Pond and a surveyed location of the Pond as contained in Exhibit D attached hereto and incorporated herein by this reference.

Wherefore, for ten dollars ($10.00) and other good and valuable consideration, Grantors and Tuhaye LLC hereby amend and supplement the Easement by adding Exhibit D as the metes and bounds description and surveyed location of the Pond to the general schematic of the Pond as shown on Exhibit C.

In the event there is any difference or discrepancy between the placement of the Pond shown on Exhibit C and the metes and bounds description and surveyed location as contained on Exhibit D, Exhibit D shall govern.

As an additional clarification to The Easement, in addition to all other use rights, both Grantees and Grantors shall have access to the entire pond for recreational uses, including boating, swimming and similar activities.

All other terms of the Easement remain in full force and effect with the single exception as set forth herein.

IN WITNESS HEREOF, the Parties executed this Agreement this 22nd day of June, 2003.

TUHAYE LLC,
a Utah limited liability company
By Talisker Investments (U.S.) Inc.,
a Utah corporation, Manager
By: _____
Title: _____

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

Ent 261014 Bk 0642 Pg 0496-0499
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2003 JUL 29 11:55am Fee 16.00 MWC
FOR TESCHGRAHAM PC

SUBSCRIBED AND SWORN to before me this 22nd day of June, 2003.

NOTARY PUBLIC
ROBYN RICHARDS
450 N. Main St. • PO Box 248
Heneter, Utah 84033
Commission Expires
December 21, 2005
STATE OF UTAH

Robyn Richards
Notary Public

Douglas Ray Cummings

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

SUBSCRIBED AND SWORN to before me this 11th day of June, 2003.

Notary Public
KIMBERLY KESL
440 West Center Street
Heber, Utah 84032
My Commission Expires
December 23, 2006
State of Utah

Notary Public

Joan B. Cummings

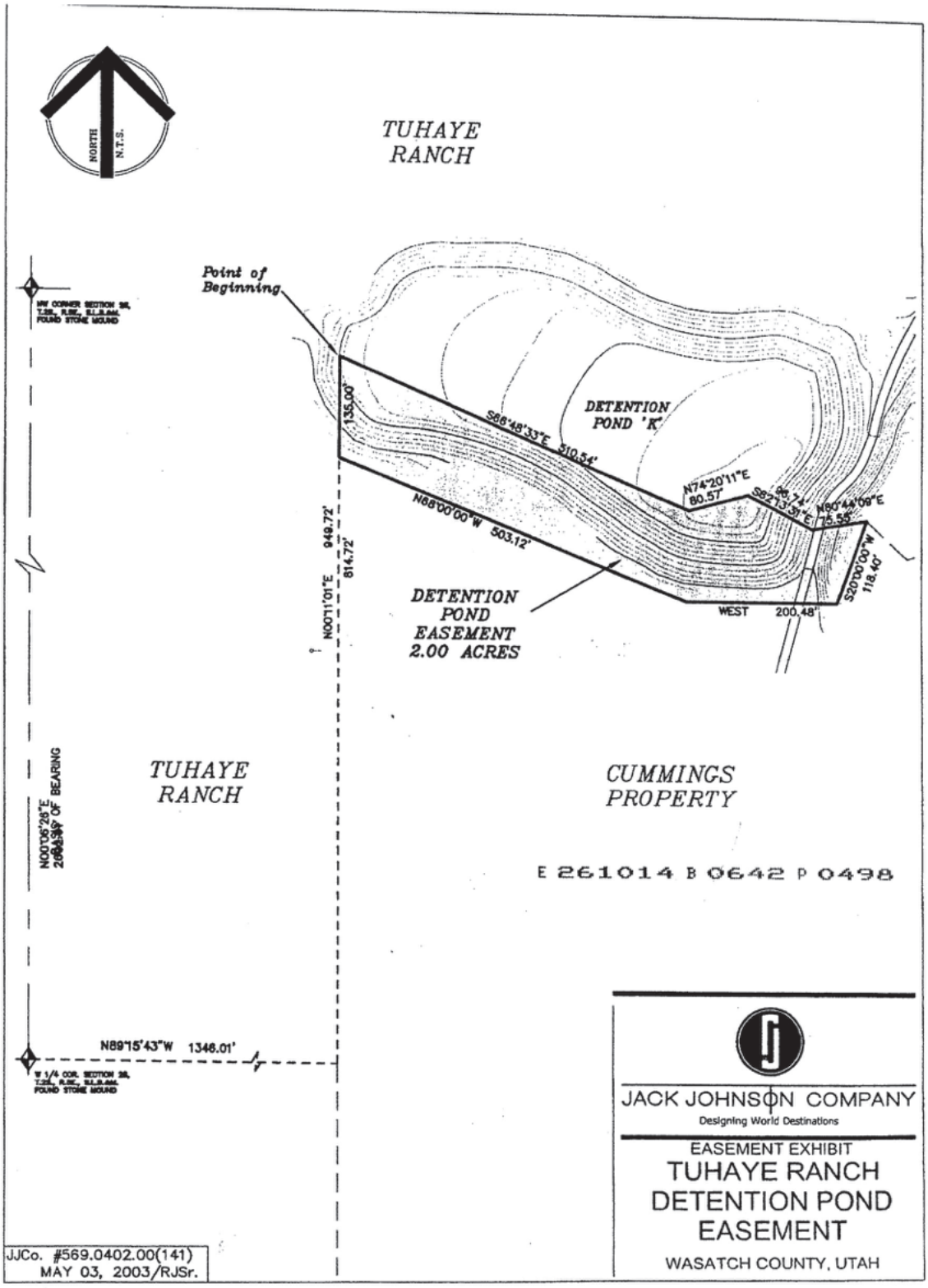
STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

SUBSCRIBED AND SWORN to before me this 11th day of June, 2003.

Notary Public
KIMBERLY KESL
440 West Center Street
Heber, Utah 84032
My Commission Expires
December 23, 2006
State of Utah

Notary Public

E 261014 B 0642 P 0497


NORTH
N.T.S.
TUHAYE RANCH
Point of Beginning
NW CORNER SECTION 28, T.2S., R.3E., S.L.B.&M. FOUND STONE MOUND
135.00'
S66°48'33"E 510.54'
DETENTION POND 'K'
N74°20'11"E 80.57'
S82°13'31"E 96.74'
N80°44'08"E 75.55'
S20°00'00"W 118.40'
N65°00'00"W 503.12'
949.72'
814.72'
N00°11'01"E
DETENTION POND EASEMENT 2.00 ACRES
WEST 200.48'
N00°05'26"E 2663.39' BASIS OF BEARING
TUHAYE RANCH
CUMMINGS PROPERTY
E 261014 B 0642 P 0498
N89°15'43"W 1346.01'
W 1/4 COR. SECTION 28, T.2S., R.3E., S.L.B.&M. FOUND STONE MOUND
JJCo. #569.0402.00(141)
MAY 03, 2003/RJSr.
JACK JOHNSON COMPANY
Designing World Destinations
EASEMENT EXHIBIT
TUHAYE RANCH
DETENTION POND
EASEMENT
WASATCH COUNTY, UTAH

TUHAYE RANCH
CUMMINGS DETENTION POND EASEMENT
Legal Description
May 03, 2003

A portion of land lying within the Northwest Quarter of Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian for the purpose of a Detention Pond Easement and being more particularly described as follows:

Beginning at a point on the southerly line of Tuhaye Ranch which is South 89°15'43" East 1346.01 feet along the Quarter Section Line and North 00°11'01" East 949.72 feet from the West Quarter Corner of Section 26, Township 2 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°06'26" East 2602.91 feet between said West Quarter Corner and the Northwest Corner of said Section 26, both being found stone monuments), and running thence South 66°48'33" East 510.54 feet; thence North 74°20'11" East 80.57 feet; thence South 62°13'31" East 96.74 feet; thence North 80°44'09" East 75.55 feet; thence South 20°00'00" East 118.40 feet; thence West 200.48; thence North 68°00'00" West 503.12 feet; thence North 00°11'01" East 135.00 feet more or less to the point if beginning.

Containing 87,120 Sq. Ft. or 2.00 Acres more or less.

OWC-0144-5

E 261014 B 0642 P 0499

JJCo. #569-0402.00(141)
05-03-03/RJSr.

In-Person ·· 1777 Sun Peak Drive · Park City · Utah 84098 | Telephone · 435.645.9000 ·· Facsimile · 435.649.1620
Digital ·· www.jackjohnson.com

Ent 447922 Bk 1214 Pg 1-184
Date: 31-JAN-2018 8:39:00AM
Fee: $988.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: REDUS PARK CITY LLC

_____TUHAYE_____
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This TUHAYE AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of this 26th day of January, 2018, by and between REDUS PARK CITY, LLC, a Delaware limited liability company (hereinafter "**Developer**"), and WASATCH COUNTY, a political subdivision of the State of Utah (hereinafter the "**County**"). The County and Developer may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**". This Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Developer and the County involving the Project [defined below].

RECITALS

A. County and Tuhaye LLC, a Utah limited liability company (the "**Original Developer**") entered into that certain Tuhaye Development Agreement dated May 15, 2003, recorded with the Wasatch County Recorder on June 4, 2003 as Entry No. 258692 (as amended by that certain Amendment to Affordable Housing Agreement dated February 24, 2004 and recorded March 4, 2004 as Entry No. 268796, and that certain Addendum Number 1 to Tuhaye Development Agreement dated December 17, 2012 and recorded January 14, 2013 as Entry Number 385913, the "**Original Agreement**").

B. The Original Agreement confirmed certain development rights and standards, including, but not limited to, 900 equivalent residential units ("**ERUs**"), as the maximum Density [defined below] for approximately 1250 acres of certain real property located in an unincorporated portion of the County (the "**Original Tuhaye Property**").

C. Pursuant to foreclosures, sheriff's deeds and court ordered transfers by a court appointed receiver, Redus Park City, LLC (or its affiliate, Talisker Club 2.0 LLC, both Delaware limited liability companies (collectively "**Redus**")) obtained legal title to the Original Tuhaye Property and approximately 475 acres of real property located adjacent thereto (the "**Tuhaye Expansion Area**", and together with the Original Tuhaye Property, the "**Property**") described more fully in Exhibit A attached hereto.

D. Redus sold the Project and transferred associated development rights to Developer by a deed recorded with the Wasatch County Recorder.

E. Developer, as the successor to the Original Developer's rights under the Original Agreement, and the County now desire to amend and restate the Original Agreement to incorporate the Tuhaye Expansion Area and confirm Developer's right to develop the Project including Density of up to 900 ERUs in locations throughout the Original Tuhaye Property and

Longview Drive may be installed, provided that any such gate is equipped with a Siren-Operated Sensor approved by the County Fire Department.

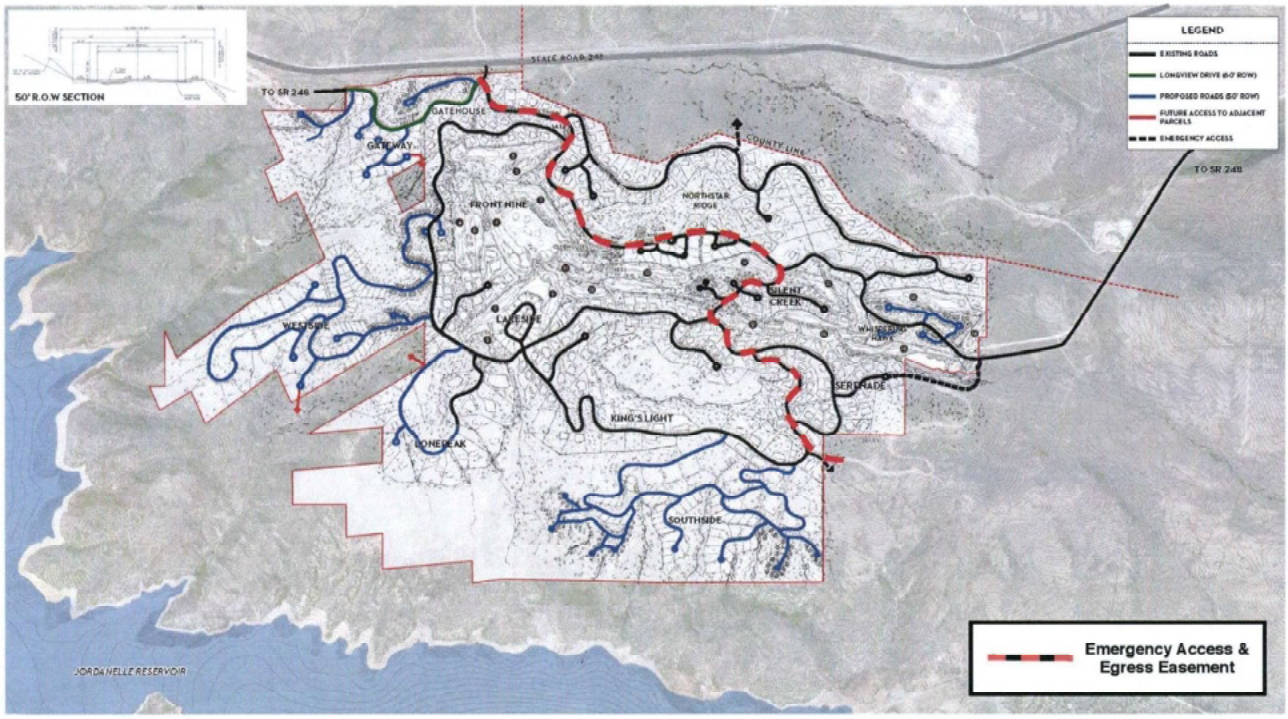
C. *Snow Removal*: The Developer shall provide snow-removal on all private roads in the Project. The Developer will transfer the obligation to plow the private roads to the Home Owners' Association after they have been approved by the County. The transfer to the Home Owners' Association will be memorialized by a written agreement approved by the County.

D. *Construction and Secondary Access*: Primary construction access for the Project shall be through "West 200 South" leading to the Project's east gate. Developer agrees, by October 2019 to pave the unpaved surface of "West 200 South", or such other unpaved point authorized by Summit County and approved by Wasatch County as meeting secondary access requirements, to the east gate of the Project. Nevertheless, the County will withhold the issuance of any final plats until this Secondary Access is completed or bonded for.

E. *Berg Ridge Emergency Access:* The primary access for the neighboring project, "Berg Ridge", is over the section of road described above in Subsection D, identified as West 200 South road ("Primary Berg Access"). Developer shall coordinate road improvements so as not to interfere with Primary Berg Access. Consistent with prior approvals, Berg Ridge may have emergency access over the Project's private road, and through the Project's main gate at the north of the Project, as detailed in Exhibit M hereto ("Emergency Access"), which Emergency Access may be used only in the event an emergency makes travel unsafe for the owners, guests and invitees of Berg Ridge over the Primary Berg Access route described herein. The right to use the Emergency Access hereunder will arise if, and is expressly conditioned upon the Berg Ridge project being platted and the commencement of construction of improvements thereon. Moreover, Developer shall have no obligation of any kind to pay, construct, or otherwise provide any infrastructure needed to connect Berg Ridge to the Emergency Access. Developer may also place a gate or other monument to identify the Emergency Access, so long as said monument/gate is accessible, or does not otherwise obstruct use of the Emergency Access in the event of an emergency.

(14) The obligations of the Developer shall automatically be assigned and assumed by subsequent purchasers of the Project. In the event that the Property is conveyed or assigned in part, the fee owner of that portion of the Property shall assume the obligations of this Agreement for that portion of the Property, and any other portions of the Property that the County, in its sole discretion, determines should be handled by the purchaser or assign. It is recommended that the any sale of any portion of

EXHIBIT M
EMERGENCY BERG ACCESS DEPICTION



HART HOWERTON

TUHAYE
Park City, Utah

BERG RIDGE - Emergency Access & Egress

Ent 447922 Bk 1214 Pg 0184

Ent 520304 Bk 1411 Pg 169-174
Date: 31-MAY-2022 12:33:29PM
Fee: $40.00 Check Filed By: TC
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: STORIED DEER VALLEY LLC

WHEN RECORDED RETURN TO:

Storied Deer Valley, LLC
9785 North Tuhaye Park Drive
Kamas, Utah 84036

Tax Parcel No. _____

EMERGENCY EGRESS EASEMENT
Storied Deer Valley, LLC / Wasatch County

THIS INSTRUMENT is effective as of the 20th day of May, 2022 (the "***Effective Date***"), and executed by **STORIED DEER VALLEY, LLC**, a Delaware limited liability company ("***Storied***"), whose address is 9785 North Tuhaye Park Drive, Kamas, Utah 84036, in favor of **WASATCH COUNTY**, a political subdivision of the state of Utah (the "***County***"), whose address is 25 North Main Street, Heber City, Utah 84032, and the Wakara Ridge development ("***Wakara Ridge***"), together with the owner(s) of Wakara Ridge and their respective successors and assigns.

FOR THE SUM OF TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Storied hereby conveys to the County and Wakara Ridge an emergency egress easement (the "***Easement***") over and across the real property (the "***Property***") located in Wasatch County, Utah, described as follows, and depicted on the attached Exhibit A, incorporated by this reference:

> A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, OPEN SPACE PARCEL "K" OF TUHAYE COUGAR MOON PHASE 2 SUBDIVISION, WASATCH COUNTY, UTAH. SAID PARCEL IS FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S00°08'42"W 2260.12 FEET AND N90°00'00"E 5307.19 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE S89°52'24"E 12.47 FEET; THENCE S00°07'36"W 50.00 FEET; THENCE N89°52'24"W 12.34 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 52.00 FEET, A DISTANCE OF 52.16 FEET, A CHORD DIRECTION OF N00°01'04"W, AND A CHORD DISTANCE OF 50.00 FEET.

THE EASEMENT is conveyed subject to the following conditions:

1. Any road improvements within the Easement that are required to meet County standards for emergency egress are the sole responsibility of Wakara Ridge. Wakara Ridge shall, at its sole cost and expense, perform in a timely manner all maintenance, repair and replacement on the Property required by the County or that is otherwise necessary or appropriate.

2. The Easement is for emergency egress purposes only and will not be regularly accessible by any residents of Wakara Ridge.

3. The crash gate controlling use of the Easement, designed to prevent regular resident access from Wakara Ridge to Cougar Moon Phase 2, shall:

(a) be within the boundaries of Wakara Ridge, with the setback at least 20 feet to the East of the easterly boundary line of the Property;

(b) be built at the sole cost and expense of Wakara Ridge in accordance with the County code and standards prior to the County issuing building permits within that phase of Wakara Ridge;

(c) be built to Tuhaye Design Guidelines in effect as of the Effective Date;

(d) be reviewed and approved by Storied, with constructive input regarding any deficiency in crash gate design, in a single response within thirty (30) days after the receipt by Storied of the design or any redesign that addresses such constructive input; and

(e) have its electrical connection provided through Wakara Ridge.

4. This instrument shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah.

[Remainder of page intentionally left blank; signature and acknowledgment on following page]

STORIED has executed this instrument below in favor of the County, to be effective as of the date first set forth above.

STORIED:

STORIED DEER VALLEY, LLC,
a Delaware limited liability company

By _____
Mark Enderle, Chief Executive Officer

State of ~~Tennessee~~ Utah)
) ss.
County of ~~Williamson~~ Wasatch)

The foregoing instrument was acknowledged before me this 20th day of May, 2022, by Mark Enderle, the Chief Executive Officer of Storied Deer Valley, LLC.

LORRIE J. HOGGAN
Notary Public, State of Utah
Commission # 723740
My Commission Expires On
May 16, 2026

_____
Notary Public

My Commission Expires:

May 16, 2026

Residing at:

Oakley, Utah

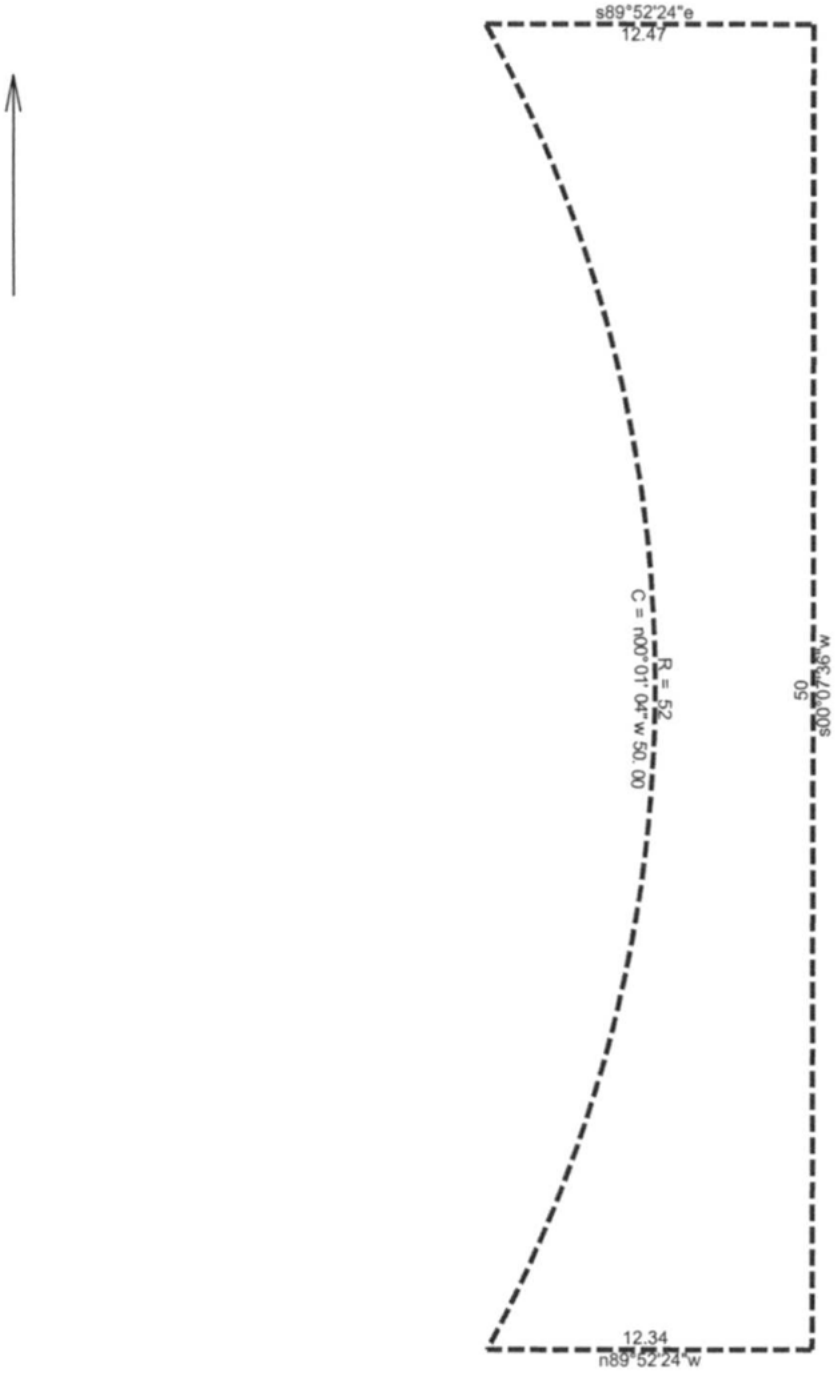
EXHIBIT A

to

EMERGENCY EGRESS EASEMENT

PROPERTY

(See attached)

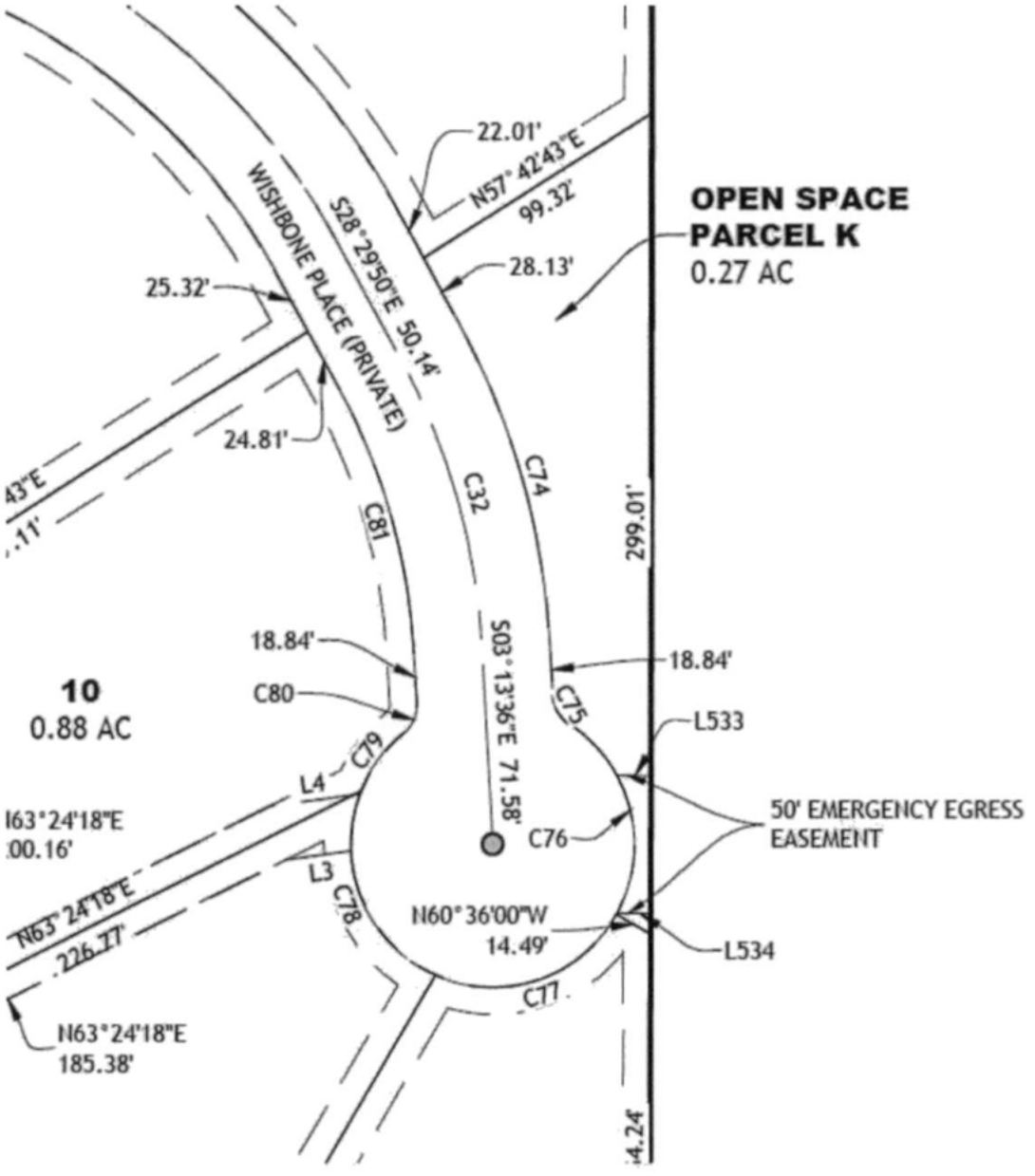


5/12/2022

Scale: 1 inch= 7 feet | File:

Tract 1: 0.0093 Acres (404 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/32122), Perimeter=127 ft.

01 s89.5224e 12.47
02 s00.0736w 50
03 n89.5224w 12.34
04 Lt, r=52.00, chord=n00.0104w 50.00


OPEN SPACE
PARCEL K
0.27 AC
22.01'
N57° 42'43"E
99.32'
28.13'
25.32'
WISHBONE PLACE (PRIVATE)
S28°29'50"E 50.14'
24.81'
C74
C32
C81
299.01'
10
0.88 AC
18.84'
C80
S03°13'36"E 71.58'
18.84'
C75
L533
C79
L4
50' EMERGENCY EGRESS
EASEMENT
C76
L3
C78
N60°36'00"W
14.49'
L534
C77
N63°24'18"E
185.38'

MINUTES

SUMMIT COUNTY
County Council
SUMMIT COUNTY COURTHOUSE
60 NORTH MAIN STREET, COALVILLE, UT, 84017
WEDNESDAY, JANUARY 14, 2026

Meeting also conducted via Zoom.

DRAFT

1. **Closed Session -Property acquisition** (3:25 PM)

   Tonja B Hanson made a motion to enter closed session to discuss property acquisition. (3:25 PM). Megan McKenna seconded, and all voted in favor, (5-0).

   Council members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas, Community Development Director Peter Barnes, Housing and Economic Development Director Jeff Jones, and Executive Secretary Annette Singleton met in closed session to discuss property acquisition. (3:25 PM)

   Christopher Robinson made a motion to leave closed session and move to open session. (4:35 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

Move to Council chambers (4:47 PM)

Roger Armstrong
Christopher Robinson
Tonja B Hanson
Megan McKenna
Excused: Canice Harte

Dave Thomas
Shayne Scott
Eve Furse
Matt Leavitt
Emily Quinton
Megan Nick
Melissa Mendez
Brian Craven

2. **Work Session** (4:47 PM)

   1) ***Pledge of Allegiance*** (4:47 PM)

   2) ***Presentation of Payment in Lieu of Taxes (PILT) Check; Blair Stringham, Northern Region Supervisor, Utah Division of Wildlife Resources*** (4:47 PM)

Utah Division of Wildlife Resources Northern Region Supervisor Blair Stringham presented the payment-in-lieu-of-taxes check to the Council. (4:48 PM)

Council commented, asked questions, and took photos. Supervisor Stringham responded. (4:49 PM)

3. **Convene as the Governing Board of the Park City Fire Service District** (4:51 PM)

Tonja B Hanson made a motion to convene as the Governing Board of the Park City Fire Service District. (4:52 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Canice Harte.

1) ***Discussion and adoption of amendments to the Personnel Policy section 12; Pete Emery*** (4:52 PM)

Attachment: Cover Page

Attachment: PCFD Policy Section 12 - Productive Work Environment (R. 01.06.26).docx

Park City Fire Chief Pete Emery and Park City Fire Human Resource Director Devin Hirschi presented amendments to the Personnel Policy. (4:52 PM)

Council members commented and asked questions. Chief Emery and Director Hirschi responded. (4:54 PM)

Council Chair Canice Harte joined the meeting. (4:54 PM)

Roger Armstrong	Dave Thomas
Christopher Robinson	Shayne Scott
Tonja B Hanson	Eve Furse
Canice Harte	Matt Leavitt
Megan McKenna	Emily Quinton
	Megan Nick
	Melissa Mendez
	Brian Craven

Christopher Robinson made a motion to approve the Personnel Policy section 12, as contained in the packet. (4:55 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

Christopher Robinson made a motion to dismiss as the Governing Board of the Park City Fire Service District and reconvene as the County Council. (4:55 PM). Canice Harte seconded, and all voted in favor, (5-0).

4. **Consideration of Approval** (4:56 PM)

1) ***Discussion and approval of Resolution 2026-04, a Resolution Recommitting and Expanding Sustainability and Climate Change Action Goals for Summit County; Emily Quinton and Megan Nick*** (4:56 PM)

Attachment: Cover Page

Attachment: 1.14.26 Resolution 2026-04 Slides.pdf

Attachment: 1.14.26 Staff Report and Resolution 2026-04.pdf

Sustainability Director Emily Quinton and Sustainability Analyst Megan Nick presented Resolution 2026-04 to Council. (4:56 PM)

Council commented and asked questions. Director Quinton and Analyst Nick responded. (5:08 PM)

Christopher Robinson made a motion to adopt Resolution 2026-04, a Resolution Recommitting and Expanding Sustainability and Climate Change Action Goals for Summit County. (5:22 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

Attachment: Res 2026-04 Recommitting and expanding sustainability and climate change action goals for summit county -Executed

2) ***Discussion and approval of Resolution 2026-05, a Resolution Authorizing and Approving a Preliminary Official Statement and an Official Statement, an Official Notice of Bond Sale, and All Other Documents Required in Connection with the Issuance and Sale of Not More than $99,000,000 Aggregate Principal Amount of Resort Communities Sales Tax Revenue Bonds, Series 2026 and Other Documents Required in Connection Therewith; Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by the Resolution; and Related Matters; Matt Leavitt*** (5:24 PM)

Attachment: Cover Page

Attachment: Resolution 2026-05-Summit Co Resort Communities Sales Tax Rev 2026.docx

Attachment: Official Notice of Bond Sale - Summit Co RCT Bonds 2026.docx

Attachment: pONBSSummitCoUT$MST2026_Jan62026_CreditRating.pdf

Financial Officer Matt Leavitt presented Resolution 2026-05 to Council. (5:25 PM)

Council commented and asked questions. Officer Leavitt responded. (5:27 PM)

Christopher Robinson made a motion to approve Resolution 2026-05, a Resolution Authorizing and Approving a Preliminary Official Statement and an Official Statement, an Official Notice of Bond Sale, and All Other Documents Required in Connection with the Issuance and Sale of Not More than $99,000,000 Aggregate Principal Amount of Resort Communities Sales Tax Revenue Bonds, Series 2026 and Other Documents Required in Connection Therewith; Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by the Resolution; and Related Matters. (5:37 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

Attachment: Res 2026-05 Bond- Executed

3) ***Adoption of Proclamation No. 2026-01, a Proclamation Declaring January 27, 2026, "Help America Vote Day" to recognize and express gratitude for the important role poll workers play in our election system here in Summit County; Eve Furse*** (5:38 PM)

Attachment: Cover Page

Attachment: Proclamation 2026-01 Help America Vote Day.pdf

Clerk Eve Furse presented Proclamation 2026-01. "Help America Vote Day". (5:38 PM)

Council commented and asked questions. Clerk Furse responded. (5:40 PM)

Tonja B Hanson made a motion to approve Proclamation 2026-01, a Proclamation Declaring January 27, 2026, "Help America Vote Day" to recognize and express gratitude for the important role poll workers play in our election system here in Summit County, and recognizing the Dolans and the Daltons as remarkable, longtime poll workers in Summit County, Utah. (5:53 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

Attachment: Proclamation 2026-01 Help America Vote Day-Executed

4) ***Approval of Council Minutes dated December 10, 2025 A (1st meeting), December 10, 2025 B (2nd meeting), and December 17, 2025*** (5:56 PM)

Attachment: Cover Page

Attachment: SCC Draft Minutes 12-10-25A.pdf

Attachment: SCC Draft Minutes 12-10-25B.pdf

Attachment: SCC Draft Minutes 12-17-25.pdf

Christopher Robinson made a motion to approve the Minutes for the Council meetings held on December 10, 2025 styled as Minutes A and Minutes B, as presented in the packet. (5:58 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

Roger Armstrong made a motion to approve the Wednesday, December 17, 2025 Minutes. (5:58 PM). Christopher Robinson seconded, and all voted in favor, (5-0).

5. **Public Input** (6:00 PM)

Council Chair Harte opened the meeting for public comment. (6:00 PM)
No one appeared to comment.
Council Chair Harte closed the meeting for public comment.

6. **Consideration of Approval Continued** (6:00 PM)

5) ***Council and Manager comments*** (6:00 PM)

Council member Megan McKenna provided updates about her activities on behalf of the Council last week. (6:00 PM)

Council member Tonja B. Hanson provided an update on her activities on behalf of the Council last week. (6:04 PM)

Council member Roger Armstrong provided an update on his activities on behalf of the Council last week. (6:05 PM)

Council Chair Canice Harte provided an update on his activities on behalf of the Council last week. (6:06 PM)

Council member Christopher Robinson provided an update on his activities on behalf of the Council last week. (6:07 PM)

Manager Shayne Scott updated the Council about activities at the County. (6:14 PM)

7. **Council Communications** (6:15 PM)

Manager Shayne Scott reminded Council to read over the Council Communication, the 2025 Summit Bike Share Report, and the Summit County Community Health Improvement Plan 2026-2030. (6:15 PM)

1) ***Summit Bike Share 2025 End-of-Year Report*** (6:15 PM)

Attachment: Cover Page

Attachment: Summit Bike Share End of Year Report.pdf

2) ***Summit County Community Health Improvement Plan 2026-2030*** (6:15 PM)

Attachment: Cover Page

Attachment: Summit County Health Community Health Improvement Plan_2026-2030.pdf

8. **Adjournment** (6:17 PM)

Canice Harte, Chair **Eve Furse, Clerk**

Meeting minutes and recordings appear at summitcountyutah.gov/meetings. When in the electronic version of the minutes, clicking on the hyperlinked times takes you to that spot in the meeting recording.

MINUTES

SUMMIT COUNTY
County Council
SUMMIT COUNTY COURTHOUSE
60 NORTH MAIN STREET, COALVILLE, UT, 84017
WEDNESDAY, JANUARY 28, 2026

Meeting also conducted via Zoom.

DRAFT

1. **Work Session** (1:36 PM)

Tonja B Hanson
Canice Harte
Megan McKenna
Excused: Roger Armstrong
Christopher Robinson

Shayne Scott
Janna Young
Dave Thomas
Chase Black
Tiffanie N. Robinson
Amy Price
Laura Kuhrmeyer
Melissa Mendez
Brian Craven

1) ***Pledge of Allegiance*** (1:37 PM)

2) ***Interview applicants for vacancies on the Snyderville Basin Special Recreation District Administrative Control Board*** (1:37 PM)

Attachment: Cover Page

Attachment: Interview Schedule-SB Recreation.docx

Carrie Westberg interviewed for the Snyderville Basin Recreation District Administrative Control Board. (1:38 PM)

Pete Van Stee interviewed for the Snyderville Basin Recreation District Administrative Control Board. (1:49 PM)

Council member Christopher Robinson joined the meeting. (1:51 PM)

Christopher Robinson
Tonja B Hanson

Shayne Scott
Janna Young
Dave Thomas

Canice Harte
Megan McKenna
Excused: Roger Armstrong

Chase Black
Tiffanie N. Robinson
Amy Price
Laura Kuhrmeyer
Melissa Mendez
Brian Craven

Matt Strader interviewed for the Snyderville Basin Recreation District Administrative Control Board. (2:00 PM)

Thomas Cooke interviewed for the Snyderville Basin Recreation District Administrative Control Board. (2:12 PM)

Mike Quinones interviewed for the Snyderville Basin Recreation District Administrative Control Board. (2:30 PM)

Recess until 2:55 PM (2:44 PM)

Joe Newcomb interviewed for the Snyderville Basin Recreation District Administrative Control Board. (2:54 PM)

Shari Noteware interviewed for the Snyderville Basin Recreation District Administrative Control Board. (3:07 PM)

Shane Norris interviewed for the Snyderville Basin Recreation District Administrative Control Board. (3:18 PM)

Council member Roger Armstrong joined the meeting. (3:26 PM)

Roger Armstrong
Christopher Robinson
Tonja B Hanson
Canice Harte
Megan McKenna

Shayne Scott
Janna Young
Dave Thomas
Chase Black
Tiffanie N. Robinson
Amy Price
Laura Kuhrmeyer
Melissa Mendez
Brian Craven

Recess until 3:40 PM. (3:34 PM)

Virginia Solomon interviewed for the Snyderville Basin Recreation District Administrative Control Board. (3:39 PM)

Sean Dalton interviewed for the Snyderville Basin Recreation District Administrative Control Board. (3:54 PM)

Recess until 4:10 PM. (4:07 PM)

3) ***Annual update to Council by the Park City Chamber and Visitor's Bureau; Jennifer Wesselhoff*** (4:11 PM)

Attachment: Cover Page

Attachment: Park City Chamber & Visitor’s Bureau Presentation.pdf

Park City Chamber of Commerce President & CEO Jennifer Wesselhoff and Chamber of Commerce Board Chair Aldy Milliken updated the Council on the State of the Industry. (4:11 PM)

Council members commented and asked questions. President Wesselhoff responded. (4:52 PM)

2. **Closed Session- Personnel** (5:00 PM)

Christopher Robinson made a motion to leave closed session to discuss personnel. (5:00 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

Council members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas and Executive Secretary Annette Singleton met in closed session to discuss personnel. (5:00 PM)

Attachment: Closed Affidavit 1-28-26

Tonja B Hanson made a motion to leave closed session and enter open session. (5:34 PM). Megan McKenna seconded, and all voted in favor, (5-0).

3. **Convene as the Board of Equalization** (5:39 PM)

1) ***Discussion and approval of Board of Equalization recommendations; Chase Black*** (5:39 PM)

Attachment: Cover Page

Attachment: BOE Adjustments Staff Report 2026.01.28.pdf

Chief Deputy Auditor Chase Black presented the Board of Equalization's recommendations. (5:39 PM)

Christopher Robinson made a motion to convene as the Board of Equalization. (5:39 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

Deputy Black continued with the recommendation. (5:40 PM)

Tonja B Hanson made a motion to approve the Board of Equalization adjustments in the staff report 2026.01.28 as presented in the packet. (5:41 PM). Megan McKenna seconded, and all voted in favor, (5-0).

Roger Armstrong made a motion to dismiss as the Board of Equalization and convene as the Summit County Highway Authority. (5:42 PM). Megan McKenna seconded, and all voted in favor, (5-0).

4. **Convene as the Summit County Highway Authority** (5:42 PM)

1) ***Discussion and approval of a public road dedication for a portion of a future roundabout on Silver Creek Drive; Tiffanie N. Robinson, Planner*** (5:42 PM)

Attachment: Cover Page

Attachment: Staff Report SCO-C-AM-7A road dedication report.pdf

Planner Tiffanie N. Robinson presented a public road dedication for a portion of a future roundabout on Silver Creek Drive to the Council. (5:42 PM)

Council members commented and asked questions. Planner Robinson and Public Works Director John Angell responded. (5:43 PM)

Roger Armstrong made a motion to approve the public right-of-way road dedication for a future roundabout along a portion of Silver Creek Drive, as shown in Exhibit A of the staff report. (5:48 PM). Christopher Robinson

seconded, and all voted in favor, (5-0).

2) ***Discussion and approval of a public road dedication for the Silver Creek Connector Road that includes Mammoth Drive and a portion of Bitner Ranch Road; Brandon Brady and Tiffanie N. Robinson*** (5:49 PM)

Attachment: Cover Page

Attachment: Staff Report-Bitner and Mammoth Road Ded Plat.pdf

Planner Tiffanie N. Robinson presented a public road dedication for the Silver Creek Connector Road, which includes Mammoth Drive and a portion of Bitner Ranch Road, to the Council. (5:49 PM)

Council members commented and asked questions. Planner Robinson and Public Works Director John Angell responded. (5:51 PM)

Tonja B Hanson made a motion to approve the Silver Creek Connector Road Dedication Plat as included in the packet. (5:55 PM). Christopher Robinson seconded, and all voted in favor, (5-0).

Megan McKenna made a motion to dismiss as the Summit County Highway Authority and convene as the County Council. (5:55 PM). Roger Armstrong seconded, and all voted in favor, (5-0).

5. **Consideration of Approval** (5:56 PM)

1) ***Appointment and adoption of Resolution 2026-06, a Resolution to Appoint Members to Serve on the Snyderville Basin Special Recreation District Administrative Control Board*** (5:56 PM)

Attachment: Cover Page

Attachment: Resolution 2026-06 Appointments to Synderville Basin Recreation Service District.docx

Tonja B Hanson made a motion to appoint to the Snyderville Basin Recreation Special Service District Carrie Westberg with a term of service to expire December 31, 2029, and Sean Dalton with a term of service to expire December 31, 2029. (5:57 PM). Christopher Robinson seconded, and all voted in favor, (5-0).

Attachment: Res 2026-06 Appointments to the Snyderville Basin Recreation Special Service District- Executed

2) ***Advice and consent of County Manager's recommendation to appoint members to the Summit County Open Space Advisory Committee (OSAC)*** (5:57 PM)

Attachment: Cover Page

Attachment: Appointments to Open Space Advisory Board (OSAC).docx

Manager Shayne Scott highlighted his recommendation for the Summit County Open Space Advisory Committee (OSAC). (5:57 PM)

Christopher Robinson made a motion to consent to the County Manager's recommendation to appoint the following new members to OSAC, Zane Woolstenhulme–South Summit Region, Dan Gillenwater–West Summit Region, and Jack Kellner–North Summit Region. Ordinance No. 935-A, adopted by Council, states that the newly appointed members will serve until May 31,

2029. (5:58 PM). Tonja B Hanson seconded, and all voted in favor, (5-0).

3) ***Continued discussion and approval of new precinct maps***; Eve Furse (5:58 PM)

Attachment: Cover Page

Attachment: Precinct Changes Staff Report for 1 29 26.pdf

Chief Deputy Clerk Amy Price presented an adjustment to the new precinct maps. (5:59 PM)

Roger Armstrong made a motion to approve the new precinct maps with the elimination of precinct 22 FED:1, which was for a Federal Race, the only voters were for U.S. House District 1, and no one falls into that category any longer. (6:00 PM). Megan McKenna seconded, and all voted in favor, (5-0).

4) ***Approval of Council Minutes dated January 7, 2026*** (6:00 PM)

Attachment: Cover Page

Attachment: SCC Draft Minutes 1-7-26.pdf

Tonja B Hanson made a motion to approve the Minutes dated January 7, 2026, as contained in the packet. (6:01 PM). Megan McKenna seconded, and all voted in favor, (5-0).

6. **Public Input** (6:01 PM)

Council Chair Harte opened the meeting for public comment. (6:01 PM)

Craig Weakley was called to speak (6:01 PM)

Council Chair Harte closed the meeting for public comment. (6:07 PM)

7. **Public Hearing** (6:07 PM)

1) ***Public Hearing on Ordinance No. 820-A, an Ordinance Approving and Adopting the 4th Amended and Restated Development Agreement (DA) for the Utah Olympic Park Specially Planned Area. Parcels PP-63-A, PP-62-3-UAF, KJS-6-1AM, PP-62-KJS, PP-62-4, and PP-62-KJS, located in Summit County, Utah. Applicant: Utah Olympic Legacy Foundation (UOLF). Legislative Process. Project #25-111. Laura Kuhrmeyer, County Planner*** (6:07 PM)

Attachment: Cover Page

Attachment: Project #25-111 UOP 4th DA Amendment Staff Report SCC 1.28.26

Attachment: Exhibit 1: Proposed Master Conceptual Site Plan

Attachment: Exhibit 2: Draft of Redlined Proposed DA 4th Amended

Attachment: Exhibit 3: Revised Trip Generation Memo

Attachment: Exhibit 4: Proposed Site Plan with Wildlife Area and Previous Parcel Overlay

Attachment: Exhibit 5: DWR Letter

Attachment: Exhibit 5a: DWR Wildlife Habitat Analysis Tool Report

Attachment: Exhibit 6: Trails

Attachment: Exhibit 7: Utah Olympic Legacy Foundation A Living Legacy - Kem C. Gardner Policy Institute - University of Utah

Attachment: Exhibit 8: Kem C Gardner Policy Institute U of U Technical Memo

Planner Laura Kuhrmeyer presented the adoption of Ordinance No. 820-A to the County Council. (6:08 PM)

Applicants Colin Hilton, President and CEO Utah Olympic Legacy Foundation (UOLF), along with Jamie Kimball, UOLF General Manager, Christopher Conabee, Principal Utah Development and Construction, and Thomas Wadsworth, Real Estate Development and Construction Management Utah Development and Construction, presented the Utah Olympic Park Specially Planned Area (SPA). (6:13 PM)

Council Chair Harte opened the public hearing. (7:30 PM)

Meta Haley was called to speak. (7:30 PM)

James Duckworth was called to speak. (7:44 PM)

Bob Devaney was called to speak. (7:52 PM)

Jorge Velarde was called to speak. (7:54 PM)

Bowynn Smith was called to speak. (8:03 PM)

Brooks Voorhees was called to speak. (8:08 PM)

June Volk was called to speak. (8:10 PM)

Dirk Voorhees was called to speak. (8:13 PM)

Tyler Keve was called to speak. (8:20 PM)

Linda George was called to speak. (8:23 PM)

Shawn Keve was called to speak. (8:27 PM)

Chris "Hatch" Haslock was called to speak. Zoom (8:34 PM)

Eliza Coleman was called to speak. (8:44 PM)

Karin Goodman was called to speak. (8:48 PM)

Council Chair Harte closed the public hearing. (8:51 PM)

Applicants Hilton, Conebee, Kimball, and Wadsworth responded to concerns raised during the public hearing, as well as to Council members' comments and questions. Chief Civil Deputy Attorney Dave Thomas and Planner Kurhmeyer responded as well. (8:52 PM)

Attachment: Sign-In Sheet 1-28-26

8. **Adjournment** (9:57 PM)

Canice Harte, Chair

Eve Furse, Clerk

Meeting minutes and recordings appear at summitcountyutah.gov/meetings. When in the electronic version of the minutes, clicking on the hyperlinked times takes you to that spot in the meeting recording.

MINUTES

SUMMIT COUNTY
County Council
SUMMIT COUNTY COURTHOUSE
60 NORTH MAIN STREET, COALVILLE, UT, 84017
WEDNESDAY, FEBRUARY 4, 2026

Meeting also conducted via Zoom.

DRAFT

1. **Closed Session** (3:31 PM)

Megan McKenna made a motion to enter closed session to discuss property acquisition. (3:31 PM). Tonja B Hanson seconded, and all voted in favor, (3-0). Absent: Christopher Robinson, Canice Harte.

1) ***Property acquisition*** (3:31 PM)

Council members Hanson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas, Civil Deputy Attorney Ryan Stack, Lands and Natural Resources Director Jessica Kirby, Public Works Director John Angell and Executive Secretary Annette Singleton met in closed session to discuss property acquisition. (3:31 PM)

Tonja B Hanson made a motion to leave closed session to discuss property acquisition and enter closed session to discuss litigation. (3:32 PM). Megan McKenna seconded, and all voted in favor, (3-0). Absent: Christopher Robinson, Canice Harte.

2) ***Litigation*** (3:32 PM)

Council members Hanson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas, Civil Deputy Attorney Ryan Stack, Lands and Natural Resources Director Jessica Kirby, Public Works Director John Angell and Executive Secretary Annette Singleton met in closed session to discuss litigation. (3:32 PM)

Tonja B Hanson made a motion to leave closed session to discuss litigation and enter closed session to discuss property acquisition. (3:48 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Christopher Robinson.

Council Chair Canice Harte attended via Zoom. (3:48 PM)

3) ***Property acquisition*** (3:48 PM)

Council members Hanson, Harte, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas, Civil Deputy Attorney Ryan Stack, Lands and Natural Resources Director Jessica Kirby, and Executive Secretary Annette Singleton met in closed session to discuss litigation. (3:48 PM)

Tonja B Hanson made a motion to leave closed session and enter open session. (4:26 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Christopher Robinson.

Move to Council chambers (4:42 PM)

Roger Armstrong	Shayne Scott
Christopher Robinson	Janna Young
Tonja B Hanson	Dave Thomas
Canice Harte	Melissa Mendez
Megan McKenna	Brian Craven

2. **Work Session** (4:42 PM)

1) ***Pledge of Allegiance*** (4:42 PM)

2) ***Discussion regarding Emergency Services Sales Tax Grant; Shayne Scott*** (4:42 PM)

Attachment: Cover Page

Attachment: StaffReportESSTGrant.doc

Attachment: EMS Sales Tax Grant Program.doc

Manager Shayne Scott outlined the Emergency Services Sales Tax Grant process. (4:42 PM)

Council members commented and asked questions. Manager Scott and Chief Civil Deputy Attorney Dave Thomas responded. (4:46 PM)

3) ***Presentation and discussion on weeks two and three of the general session of the Utah State Legislature; Janna Young*** (5:30 PM)

Attachment: Cover Page

Attachment: StaffReport_2026LegSession_Week2and3.pdf

Deputy Manager Janna Young updated the Council on weeks two and three of the legislature. (5:30 PM)

Council members commented and asked questions. Deputy Young and Chief Civil Deputy Attorney Dave Thomas responded. (5:54 PM)

3. **Public Input** (6:00 PM)

Council Chair Harte opened the meeting for public comment. (6:00 PM)

Julie Croft was called to speak. (6:03 PM)

Attachment: Sign-In Sheet 2-4-26

4. **Work Session Continued** (6:05 PM)

4) ***Presentation and discussion on weeks two and three of the general session of the Utah State Legislature Continued; Janna Young*** (6:05 PM)

Deputy Young and Chief Civil Deputy Attorney Dave Thomas continued to respond to questions from Council members. (6:05 PM)

Council member Christopher Robinson left the meeting. (6:07 PM)

Roger Armstrong	Shayne Scott
Tonja B Hanson	Janna Young
Canice Harte	Dave Thomas
Megan McKenna	Melissa Mendez
Excused: Christopher Robinson	Brian Craven

5. **Council and Manager comments** (6:08 PM)

Council member Megan McKenna provided updates about her activities on behalf of the Council last week. (6:08 PM)

Council member Tonja B Hanson provided updates about her activities on behalf of the Council last week. (6:11 PM)

Manager Shayne Scott updated the Council about activities at the County. (6:13 PM)

6. **Adjournment** (6:14 PM)

Canice Harte, Chair **Eve Furse, Clerk**

Meeting minutes and recordings appear at summitcountyutah.gov/meetings. When in the electronic version of the minutes, clicking on the hyperlinked times takes you to that spot in the meeting recording.

GOVERNING DOCUMENT

FOR

RESORT CORE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

SUMMIT COUNTY, UTAH

February 25, 2026

Prepared By:
Gilmore & Bell, P.C.
Salt Lake City, Utah

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EXHIBIT B Annexation Areas Boundaries (Legal Descriptions)

EXHIBIT C Initial District Boundaries Map (Map and Legal Descriptions)

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Governing Document, its activity is subject to review by the County only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of anticipated property owners, residents, tenants, invitees, and taxpayers of the District, and as such, the District may be utilized for purposes including (i) resort community development under the Approved Development Agreement (ii) local infrastructure and facilities to be provided under or consistent with the Approved Development Agreement, including a parking structure, roadways and utilities, recreational infrastructure, and water infrastructure, and (iii) other related and necessary improvements within and in the vicinity of the District including condo units, apartments, and other private structures. The primary purpose of the District will be to finance the construction of these Public Improvements. It is anticipated that the District may own certain improvements not otherwise required to be dedicated to the County or other applicable entity in accordance with the Approved Development Agreement.

B. Need for the District.

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the County Regarding District's Governing Document.

The County's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, modification, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy and/or repaid by Assessments, Fees, or other legally available funds or revenues. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support servicing the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose for creating the District is to provide for the Public Improvements associated with development and regional needs.

It is contemplated that the District dissolve upon payment or defeasance of all Debt incurred, or upon a determination that adequate provision has been made for the payment of all Debt or that the District is no longer necessary to own any Public or Regional Improvements.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments, Fees, or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. The District is also permitted to utilize other legally available funds or revenues for the repayment of Debt. It is the intent of this Governing Document to assure to the extent possible that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Areas: means those areas depicted on **Exhibit A** labeled "*Annexation Areas Boundaries Map*", any or all of which may be annexed into the District, at any future time or from time to time, as determined by the District. In addition, the Annexation Areas shall include any property included in such parcel in conjunction with the West Willow Draw Development Area Master Plat currently being reviewed by the County.

Annexation Areas Boundaries: means the boundaries of each of the Annexation Areas as more fully described on **Exhibit B**.

Approved Development Agreement: means the Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated November 15, 1999, as amended from time to time, by and among the County, TCFC PropCo LP (as a successor-in-interest), and other parties.

Assessment: means (1) the levy of an assessment secured by a lien on property within the District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by the District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Assessment Debt: means Bonds, for the payment of which the District has promised to collect Assessments.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including but not limited to advances of funds by the property owner and other loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments, and/or pledge any legally available revenues.

Constitution: means the Constitution of the State of Utah.

County: means Summit County, Utah.

County Code: means the County Code of Summit County, Utah.

County Council: means the County Council of Summit County, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means the Resort Core Public Infrastructure District No. 1.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundaries Map and the Annexation Areas Boundaries Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner or unit owner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs residential or commercial structures is not an End User.

Fees: means one or more fees imposed by the District for the payment of costs of administering the District, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(2)(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated funds or operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the County Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the County Council in accordance with the County's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the areas described in the Initial District Boundaries Map which have been approved by the County Council for inclusion in the District upon meeting certain requirements.

Initial District Boundaries Map: means the map attached hereto as **Exhibit C**, depicting and describing the boundaries of the initial properties comprising the District.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: shall have the meaning ascribed to such term in the PID Act.

Project: means, collectively, the development or properties commonly referred to as the Canyons Specially Planned Area and contiguous property.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Private Improvements: means improvements which are privately owned including, without limitation, roads, utilities, rights-of-way, trails, parking facilities, ski lifts, cabriolets, gondolas, transit improvements, plazas, hotels, golf courses, improvements related to any of the foregoing, and any other privately owned facilities as are permitted by the District Act.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, modified, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below, to serve future taxpayers and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements.

Public Infrastructure and Improvements: shall have the meaning ascribed to such term in the PID Act, and expressly includes the Private Improvements.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time and any successor statute thereto.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The properties comprising the areas of the Initial District Boundaries include approximately 109.66 acres, a map and legal descriptions of which are attached hereto as **Exhibit C**. The properties comprising the areas of the Annexation Areas Boundaries include approximately 12.16 additional acres, a map and legal descriptions of which are attached hereto as **Exhibits A and B**, respectively. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The properties within the Initial District Boundaries consist of approximately 109.66 acres of undeveloped land. The assessed valuation as of 2025 of the properties within the Initial District Boundaries is $109,170,812 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

This Governing Document shall not be construed to imply approval of the development of any specific area within the District or to supersede any applicable regulation relating to development within the District, subject to the Approved Development Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Purpose of the District; Public and Private Improvements. The purpose of the District is to plan for, design, acquire, construct, install, modify, relocate, redevelop and finance Public Improvements. The District may dedicate Public Improvements which are not privately owned to the County or other appropriate public entity, utility, or owners association in a manner consistent with the Approved Development Agreement and other rules and regulations of the County and applicable provisions of the County Code. The District may also plan for, design, acquire, construct, install, modify, relocate, redevelop and finance Private Improvements.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the County and of other governmental entities having proper jurisdiction. The District will obtain any necessary permits and will abide by all applicable local, state, and federal laws.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire or pay for completed or partially completed improvements constructed by a property owner or third parties for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform necessary engineering services for and to supervise any construction or installation of Public Improvements.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the County. The County Council, by approval of this Governing Document, has consented to and approved the annexation of any area or areas within the District Area Boundaries into the District. Any such area may be annexed upon the District obtaining any other consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(b) The County Council, by approval of this Governing Document, has consented to the withdrawal of any area within the District Area from the District. Such area may

only be withdrawn upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the applicable requirements of the District Act.

(d) Upon any annexation or withdrawal, the District shall provide the County a description of the revised District Area.

(e) Annexation or withdrawal of any area in accordance with V.A.5(a) and (b) shall not constitute an amendment to this Governing Document.

6. Overlap Limitation. The boundaries of the District shall not overlap the boundaries of any other District or other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the District and such financing districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. Because the Approved Development Agreement is in place, the District may: (i) issue Debt; (ii) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from an operating fund to Debt service funds; and (iii) impose and collect any Assessments used for the purpose of repayment of Debt without any further consent or approval by the County Council.

8. Total Limited Tax Debt Issuance Limitation. There is no limit to the amount of Debt that may be issued by the District, provided the District may not issue new money Debt after December 31, 2060, unless agreed to in writing by the County Council. The foregoing limitation shall not be construed to limit the District's ability to refund Debt outstanding prior to December 31, 2060.

9. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the County to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the County Council as part of a Governing Document Amendment.

10. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A. 9 above or in VIII.B-G shall be deemed to be material modifications to this Governing Document and the County shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the County Council and the Board approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, modification, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed shall be prepared based upon a preliminary engineering survey and estimates derived from allowed uses within, and improvements already constructed within, the District Area and is approximately [_____] Dollars ($[_____]).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with all applicable public entities and shall be in accordance with the requirements of the Approved Development Agreement. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall initially be composed of five (5) Trustees who shall be appointed by the County Council pursuant to the PID Act. All Trustees shall hold at large seats. Trustee terms for the District shall be staggered with initial terms as follows: Trustees 2 and 4 shall serve an initial term of four (4) years; Trustees 1, 3, and 5 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District. The District shall provide Directors and Officers insurance having such policy terms as are reasonably determined and agreed to by the Board.

B. Reelection and Reappointment.

(a) It is hereby determined that the District is anticipated to be comprised primarily of non-residential property and/or non-primary residential property, therefore

the Board shall continue to be appointed and comprised of owners of land or agents or officers of an owner of land within the boundaries of the District.

(b) Upon the expiration of a term or other vacancy on the Board, the Board may appoint or reappoint Trustees to the Board so long as such appointee meets the eligibility requirements set forth in the PID Act.

(c) In the event the District has fifty (50) registered voters whose primary place of residence is within the boundaries of the District, then upon the next election following the expiration of the then-current terms for Trustees 4 and 5, such seats shall transition to elected seats (the "Board Transition") for the District.

(d) Prior to the Board Transition (if any), any property owner owning at least one-fifth of the taxable value of the property within the District shall be entitled to nominate a single trustee seat at the expiration of the then-current term. Following the Board Transition (if any), any property owner owning at least one-third of the taxable value of the property within the District shall be entitled to nominate one appointed trustee seat for each one-third value. Notwithstanding the foregoing, the Board retains discretion to reject any nominee and request a new nominee from such property owner.

(e) In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the District Act.

C. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, modification, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, modification, relocation and/or redevelopment of the Public Improvements from their funds and revenues and by and through the proceeds of Debt to be issued by the District. The "Financial Plan" for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from funds and revenues

derived from the Maximum Debt Mill Levy, Assessments, Fees, and other legally available funds and revenues. The total Limited Tax Debt that the District shall be permitted to issue is not limited by this Governing Document, and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available funds and revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other funds and revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The District's "Maximum Debt Mill Levy," which is the maximum mill levy a district is permitted to impose upon the taxable property within such district for payment of Limited Tax Debt and administrative expenses, shall be 0.015 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each Bond issued by the District shall mature within forty (40) years from the date of issuance of such Bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such Bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

The District may impose a mill levy on Taxable Property within its boundaries, up to the Maximum Mill Levy, as a primary source of revenue for repayment of debt service. The District may also rely upon various other funds or revenue sources authorized by law. At the District's discretion, these may include the levy of ad valorem property taxes, the power to make Assessments, and the power to impose Fees, penalties, and charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy

or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy or Assessment. This provision shall not prohibit the division of costs between mill levies and Assessments, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations with respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the County as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the County of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the County in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Fifty Thousand Dollars ($50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other funds or revenues.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the County Manager's Office no later than two hundred and ten (210) days following the end of the District's fiscal year, beginning with fiscal year 2026.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundaries as of the end of the prior fiscal year;

2. List of current interlocal agreements, if changed (to be delivered to the County upon request);

3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

4. District's office contact information;

5. A summary of any litigation which involves the District's Public Improvements as of the last day of the prior fiscal year;

6. Status of the District's construction of the Public Improvements as of the last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the County as of the last day of the prior fiscal year;

7. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

8. Official statements of current outstanding bonded indebtedness, if not previously provided to the County;

9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

10. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon repayment of defeasance of the Debt of the District, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of

the District occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation of the District, the Board shall record a notice with the Recorder of Summit County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the Office of the County Manager, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, state that the Debt may be converted to General Obligation Debt and outlining the provisions relating to such conversion. Such notice shall further be filed with the Office of the County Manager.

In addition, the Board shall ensure that homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(1) All of the information in the first paragraph of this XI;

(2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $1,500** for the duration of the District's Bonds."

(3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such End User acknowledging the foregoing.

XII. ENFORCEMENT

In accordance with Section 17D-4-201(5) of the Utah Code, the County has imposed certain limitations on the powers of the District through this Governing Document. The County shall have the right to enforce any of the provisions, limitations or restrictions in this Governing Document against the District, through any and all legal or equitable means available to the County, including, but not limited to, injunctive relief, specific performance, and/or monetary damages.

EXHIBIT A

ANNEXATION AREAS BOUNDARIES MAP

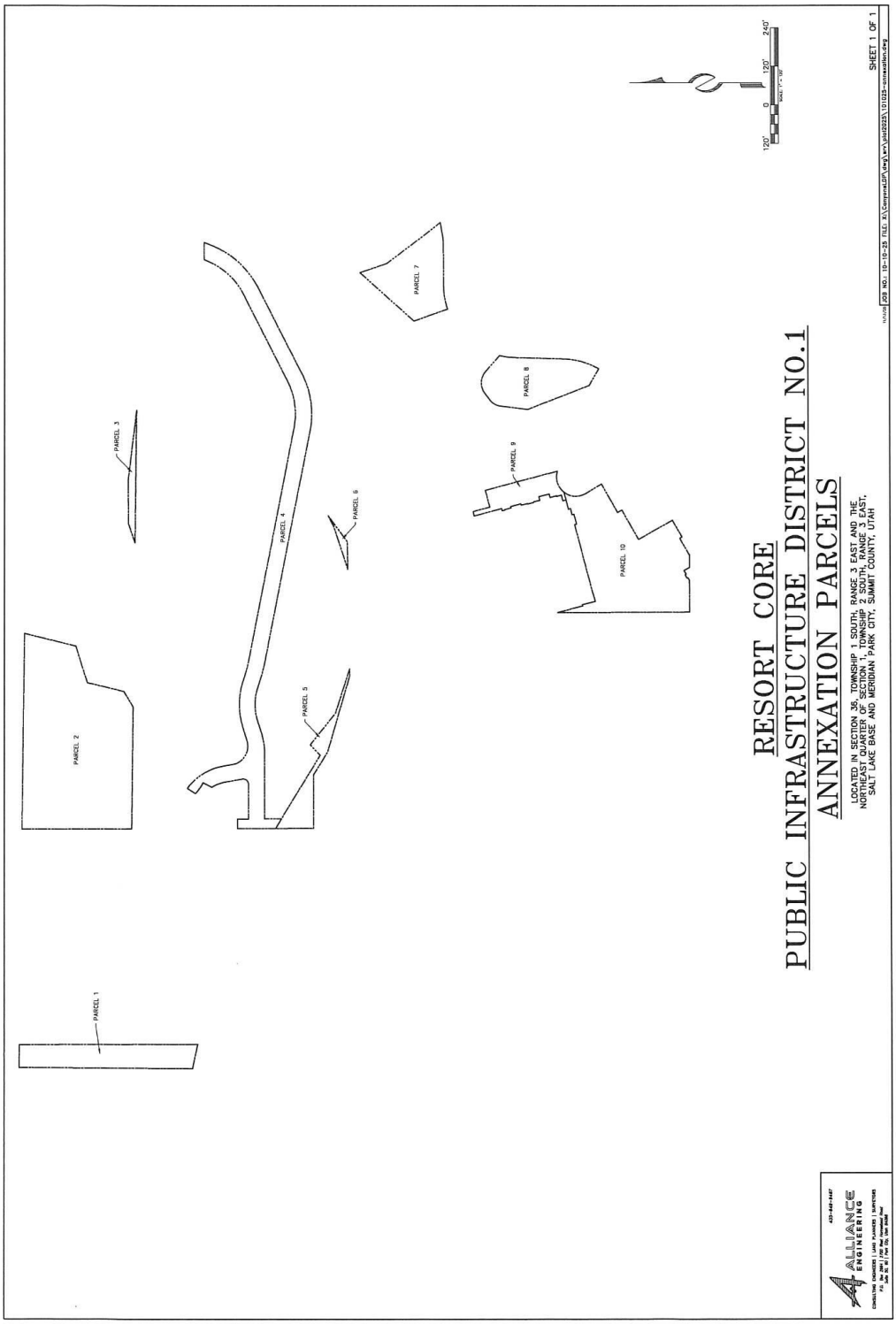


EXHIBIT B

ANNEXATION AREAS BOUNDARIES

Parcel 1

Property located in Summit County, State of Utah, more particularly described as follows:

Beginning at the northeast corner of Lot WWD7, also being on the boundary of the West Willow Draw Development Area Master Plat, on file and of record in the Office of the Summit County Recorder and running thence leaving said boundary South 89°16'50" East along the quarter section line a distance of 70.85 feet; thence leaving said quarter section line South 00°10'55" East a distance of 549.59 feet to a point on the said West Willow Draw Development Area Master Plat boundary; thence along said boundary North 77°35'33" West a distance of 77.51 feet; thence continuing along said boundary North 00°20'00" East a distance of 533.83 feet to the point of beginning.

[Tax Serial No.: PP-75-H-X]

Parcel 2

That portion of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, encompassed by the North ½ of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 36.

LESS and EXCEPTING therefrom the following:

Any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah.

[Tax Serial No.: PP-75-A-3-X]

Parcel 3

That portion of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian encompassed by the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section.

LESS and EXCEPTING therefrom the following:

Any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah.
[Tax Serial No.: PP-75-A-9-X]

Parcel 4

Lot WWD8 (Private Road) West Willow Draw Development Area Master Plat Subdivision; according to the official plat on file in the Summit County Recorder's Office.
[Tax Serial No.: WWDDAM-WWD8]

Parcel 5

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°00'29" West 982.31 feet coincident with the section line and West 2178.23 feet from the east quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north boundary of parcel WWD 2, West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence South 88°58'01" West 21.65 feet; thence North 73°55'56" West 245.43 feet; thence North 58°34'30" West 84.90 feet; thence South 89°54'42" West 166.11 feet to the southeast corner of parcel WWD4 A, West Willow Draw Development Area Master Plat, said point also being on the boundary of said parcel WWD 2; thence coincident with the east boundary of parcel WWD4 A and the boundary of parcel WWD 2 North 00°13'38" West 117.32 feet (record North 00°13'26" West 117.30 feet); thence coincident with said boundary of parcel WWD 2 the following four (4) courses: 1) South 58°49'24" East 266.06 feet (record 266.02 feet); thence 2) North 46°38'46" East 44.83 feet; thence 3) South 51°33'19" East 125.97; thence 4) South 72°25'33" East 144.35 feet to the point of beginning.
[Portion of Tax Serial No.: WWDDAM-WWD2]

Parcel 6

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°00'29" West 915.49 feet coincident with the section line and West 1701.09 feet from the east quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north boundary of parcel WWD 2, West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence South 53°48'22" West 101.08 feet; thence South 88°58'01" West 85.68 feet to a point on said parcel WWD 2; thence coincident with said parcel WWD2 the following two (2) courses: 1) North 71°58'23" East 138.22 feet; thence 2) North 62°43'34" East 40.29 feet to the point of beginning.
[Portion of Tax Serial No.: WWDDAM-WWD2]

Parcel 7

Parcel E, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office.
[Tax Serial No.'s: RCDA-14-15-E]

Parcel 8

Parcel D, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office.
[Tax Serial No.: RCDA-14-15-D]

Parcel 9

Parcel B, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office. [Tax Serial No.: RCDA-14-15-B]

Parcel 10

A parcel of land located in the southwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 600.05 feet coincident with the east section line and West 2002.12 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north-south one-sixty-fourth line in the southwest quarter of the southeast quarter of said Section 36; and running thence coincident with said north-south one-sixty-fourth section line North 00°10'08" West 407.65 feet to the west boundary of Grand Summit Resort Hotel, recorded January 31, 2000, as Entry No. 558242 in the Office of the Recorder, Summit County, Utah; thence coincident with said Grand Summit Resort Hotel the following twelve (12) courses: 1) South 14°50'26" East 80.38 feet; thence 2) North 75°09'34" East 3.76 feet; thence 3) South 14°50'26" East 41.75 feet; thence 4) North 75°09'34" East 23.00 feet; thence 5) North 14°50'26" West 0.82 feet; thence 6) North 75°09'34" East 224.16 feet; thence 7) South 14°50'26" East 6.54 feet; thence 8) North 75°09'34" East 31.83 feet; thence 9) North 14°50'26" West 6.54 feet; thence 10) North 75°09'34" East 19.42 feet; thence 11) North 14°50'26" West 6.58 feet; thence 12) North 75°09'34" East 29.76 feet to a point on the west boundary of Resort Core Development Area-RC14 & RC15 Subdivision Plat, recorded May 29, 2018, as Entry No. 1092360 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Resort Core Development Area-RC14 & RC15 Subdivision Plat the following three (3) courses: 1) North 75°09'34" East 25.10 feet to a point on a non tangent curve to the left having a radius of 60.00 feet, of which the radius point bears South 51°58'15" East; thence 2) along the arc of said curve 72.34 feet through a central angle of 69°05'04"; thence 3) South 31°03'19" East 56.41 feet to the northerly boundary of Westgate at the Canyons Final Subdivision Second Amendment, recorded October 25, 2013, as Entry No. 982485 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly boundary of Westgate at the Canyons the following eight (8) courses: 1) South 60°30'24" West 101.23 feet; thence 2) South 29°29'36" East 15.00 feet; thence 3) South 60°30'24" West 104.67 feet; thence 4) South 29°29'36" East 120.00 feet; thence 5) South 60°30'24" West 59.67 feet; thence 6) North 29°29'36" West 8.19 feet; thence 7) South 60°30'24" West 59.57 feet; thence 8) South 29°29'38" East 1.72 feet; thence West 39.05 feet to the boundary of Sundial Lodge, recorded December 15, 1999, as Entry No. 555291 in the Office of the Recorder, Summit County, Utah; thence coincident with the boundary of Sundial Lodge the following eight (8) courses: 1) North 29°28'29" West

20.72 feet; thence 2) South 60°31'31" West 13.58 feet; thence 3) North 29°28'29" West 3.25 feet; thence 4) South 60°31'31" West 12.00 feet; thence 5) South 29°28'29" East 3.25 feet; thence 6) South 60°31'31" West 10.70 feet; thence 7) North 74°29'36" West 6.19 feet; thence 8) South 60°30'24" West 3.75 feet; thence West 88.47 feet to the point of beginning.
The Basis of Bearing for the above description is North 00°00'29" East 2639.24 feet between a brass cap in concrete in a street monument at the east quarter corner and a brass cap monument at the southeast corner of said Section 36 as shown on Survey S-7915 on file with Summit County.
[Tax Serial No.: PP-75-6]

EXHIBIT C

INITIAL DISTRICT BOUNDARIES LEGAL DESCRIPTION AND MAP

Parcel 1

A parcel of land within the North half of Section 36, Township 1 South Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Beginning at a point North 89°16'07" West 1339.26 feet from a found brass cap at the East quarter corner of Section 36, Township 1 South Range 3 East, Salt Lake Base and Meridian. (Basis of Bearing being North 00°00'06" West 2641.45 feet between said East quarter comer and the Northwest corner of Section 31, Township 1 South Range 4 East, Salt Lake Base and Meridian); said point lying on the Westerly boundary of The First Amended Master Development Plat of Frostwood, recorded December 22, 2006 as Entry No. 799952 of the official records; thence North 89°16'07" West 1800.19 feet along the center of Section line to a point on the boundary of the tract of land described in that certain Special Warranty Deed recorded December 12, 1997 as Entry No. 494864 in Book 1102 at Page 492 of the official records, and following said boundary the next two courses: 1) thence North 00°05'47" West 1363.98 feet; 2) thence South 88°58'15" East 1800.35 feet to a point on the Northwest comer of said First Amended Master Development Plat of Frostwood; and following the Westerly boundary of said plat South 00°05'47" East 1354.62 feet, more or less, to the point of beginning.

[Tax Serial No. PP-73]

Parcel 2

Lot WWD4B, WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT; according to the Official Plat thereof, on file and of record in the Summit County Recorder's Office.

[Tax Serial No. WWDDAM-WWD4B]

Parcel 3

a. The North 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

[Tax Serial No. PP-75-H-6]

b. The South 10 rods of the North 20 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

[Tax Serial No. PP-75-H-5]

c. The South 10 rods of the North 30 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian

and the South 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
Excepting therefrom any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, Entry No. 914098 on file and of record in the Office of the Summit County Recorder.
[Tax Serial No. PP-75-J]

d. A parcel of land located in the northwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 2004.66 feet coincident with the east section line and West 2675.26 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north-south quarter line of Section 36 and also being the northeast corner of Lot WWD4 A of West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said north-south quarter section line North 00°13'38" West 334.08 feet to the north line of the south half of the northwest quarter of the northwest quarter of the southeast quarter of said Section 36; thence coincident with said north line South 89°22'14" East 379.08 feet to the northerly boundary of said West Willow Draw Development Area Master Plat; thence coincident with said northerly boundary the following twelve (12) courses: 1) South 60°31'57" West 135.64 feet; thence 2) South 43°51'27" West 28.98 feet; thence 3) South 59°46'54" West 112.25 feet; thence 4) South 33°00'00" West 61.70 feet to a point on a non tangent curve to the left having a radius of 128.00 feet, of which the radius point bears North 44°28'36" East; thence 5) along the arc of said curve 41.28 feet through a central angle of 18°28'37"; thence 6) South 26°00'00" West 31.16 feet to a point on a non tangent curve to the right having a radius of 125.00 feet, of which the radius point bears South 59°08'33" West; thence 7) along the arc of said curve 45.50 feet through a central angle of 20°51'27"; thence 8) South 10°00'00" East 55.82 feet to a point on a curve to the right having a radius of 17.00 feet, of which the radius point bears South 80°00'00" West; thence 9) along the arc of said curve 29.67 feet through a central angle of 100°00'00"; thence 10) West 107.44 feet; thence 11) North 00°13'26" West 35.01 feet (plat: 35.00 feet); thence 12) West 30.04 feet (plat: 30.00 feet) to the point of beginning.

The Basis of Bearing for the above description is North 00°00'29" East 2639.24 feet between a brass cap in concrete in a street monument at the east quarter corner and a brass cap monument at the southeast corner of said Section 36 as shown on Survey S-7915 on file with Summit County.
[Portion of Tax Serial No. PP-75-A-2]

Parcel 4

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 782.82 feet; thence leaving said section line North 89°59'29" West a distance of 1575.68 feet to the POINT OF BEGINNING; thence North 79°00'00" West a distance of 578.27 feet to a point on a 475.00 foot radius curve to the right, center bears North 11°00'00" East; thence along the arc of

said curve through a central angle of 7°00'00", a distance of 58.03 feet; thence North 72"00'00" West a distance of 20.84 feet to a point on a 225.00 foot radius curve to the left, center bears South 18°00'00" West; thence along the arc of said curve through a central angle of 35°33'57", a distance of 139.67 feet; thence South 72°26'03" West a distance of 35.47 feet; to a point on a 175.00 foot radius curve to the right, center bears North 17°33'57" West; thence along the arc of said curve through a central angle of 5°45'19", a distance of 17.58 feet to a point on a 57.00 foot radius curve to the right, center bears North 11°48'39" West; thence along the arc of said curve through a central angle of 91°48'39", a distance of 91.34 feet; thence North 10°00'00" West a distance of 34.53 feet to a point on a 175.00 foot radius curve to the left, center bears South 80°00'00" West; thence along the arc of said curve through a central angle of 11°31'49", a distance of 35.22 feet; thence North 26°00'00" East a distance of 104.99 feet; thence North 74°30'52" East a distance of 306.99 feet; thence North 85°02'48" East a distance of 224.36 feet; thence North 71°36'34" East a distance of 146.33 feet; thence South 89°22'14" East a distance of 411.05 feet; thence South 23°09'22" West a distance of 508.74 feet to said point of beginning.
[Portion of Tax Serial No. PP-75-A-2 and portion of Tax Serial No. PP-74-G]

Parcel 5

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 831.70 feet; thence leaving said section line North 89°59'29" West a distance of 1586.22 feet to the POINT OF BEGINNING; thence South 29°04'15" West a distance of 39.83 feet; thence South 62°43'34" West a distance of 147.77 feet; thence South 71°58'23" West a distance of 138.22 feet; thence South 88°58'01" West a distance of 309.96 feet; thence North 72°25'33" West a distance of 144.35 feet; thence North 51°33'19" West a distance of 125.97 feet; thence South 46°38'46" West a distance of 44.83 feet; thence North 58°49'24" West a distance of 230.87 feet; thence North 00°13'26" West a distance of 52.08 feet; thence North 90°00'00" East a distance of 201.51 feet to a point on a 225.00 foot radius curve to the left, thence along the arc of said curve through a central angle of 17°33'57", a distance of 68.98 feet; thence North 72°26'03" East a distance of 35.47 feet to a point on a 175.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 35°33'57", a distance of 108.63 feet; thence South 72°00'00" East a distance of 20.84 feet to a point on a 525.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 7°00'00", a distance of 64.14 feet; thence South 79°00'00" East a distance of 577.24 feet to said point of beginning.
[Portion of Tax Serial No. PP-74-G]

Parcel 6

All of PARCEL C, RESORT CORE DEVELOPMENT AREA - RC14 & RC15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-14-15-C]

Parcel 7

All of PARCEL RC15, RESORT CORE DEVELOPMENT AREA - RC14 & RC15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-14-15-RC15]

Parcel 8

All of PARCEL RC21, RESORT CORE DEVELOPMENT AREA - RC21 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC21]

Parcel 9

All of PARCEL RC20-A, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC20-A]

Parcel 10

All of PARCEL RC20-B, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC20-B]

Parcel 11

All of PARCEL RC16-A, RESORT CORE DEVELOPMENT AREA - RC16 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

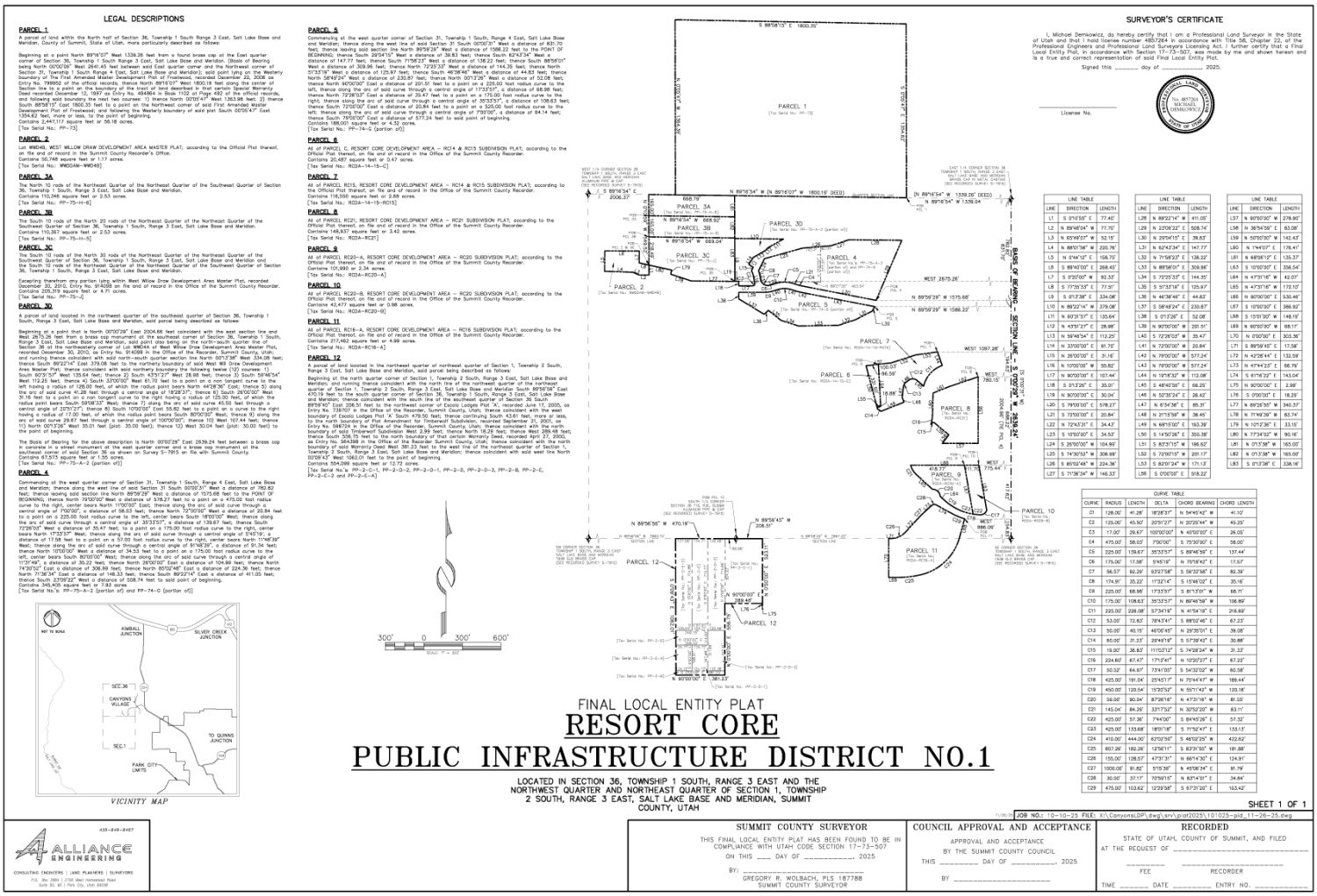
[Tax Serial No. RCDA-RC16-A]

Parcel 12

A parcel of land located in the northwest quarter of northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at the north quarter corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; and running thence coincident with the north line of the northwest quarter of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian South 89°56'56" East 470.19 feet to the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with the south line of the southeast quarter of Section 36 South 89°59'45" East 206.51 feet to the northwest corner of Escala Lodges

Plat 'A', recorded June 17, 2005, as Entry No. 739707 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Escala Lodges Plat 'A' South 479.50 feet; thence continuing South 43.61 feet, more or less, to the north boundary of Plat Amendment for Timberwolf Subdivision, recorded September 21, 2001, as Entry No. 598724 in the Office of the Recorder, Summit County, Utah; thence coincident with the north boundary of said Timberwolf Subdivision West 2.99 feet; thence North 18.29 feet; thence West 289.48 feet; thence South 556.75 feet to the north boundary of that certain Warranty Deed, recorded April 27, 2000, as Entry No. 564398 in the Office of the Recorder Summit County, Utah; thence coincident with the north boundary of said Warranty Deed West 381.23 feet to the west line of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with said west line North 00°09'43" West 1062.01 feet to the point of beginning.
[Tax Serial No.'s PP-2-C-1, PP-2-D-2, PP-2-D-1, PP-2-D, PP-2-D-3, PP-2-B, PP-2-E, PP-2-E-2, and PP-2-E-A]



RESOLUTION 2026-07

A RESOLUTION OF THE COUNTY COUNCIL (THE "COUNCIL") OF SUMMIT COUNTY, UTAH (THE "COUNTY"), PROVIDING FOR THE CREATION OF RESORT CORE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE "DISTRICT") AS AN INDEPENDENT DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the County requesting adoption by resolution of the creation of a Public Infrastructure District pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the County and the annexation or withdrawal of any portion of the boundaries of the District therefrom without further approval or hearings of the County or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the County may create one or more public infrastructure district by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Summit County Clerk pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Council, prior to consideration of this Resolution, held a public hearing on December 17, 2025, to receive input from the public regarding the creation of the District and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the Summit County Courthouse located at 60 N. Main Street, Coalville, Utah 84017 because there is no reasonable place to hold a public hearing within the District's boundaries, and the hearing at the Sheldon Richins Auditorium was held as close to the proposed District's boundaries as reasonably possible and as allowed for by the Act; and

WHEREAS, the County properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the County, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District's boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit A; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for the District a Notice of Boundary Action attached hereto as Exhibit B (the "Boundary Notice") and Final Entity Plat attached to each as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed towards the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a separate entity from the County in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the District, as applicable, without any further action, hearings, or resolutions of the Council or the County, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the District without further request of the District to the County to provide such service under Section 17B-1-407, Utah Code Annotated 1953 or resolutions of the County under Section 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the County, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit A is hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The Board of Trustee of the District (the "District Board") shall be initially composed of the same members. The initial Board of the District is hereby appointed as follows:

(a) Trustee 1 – David Smith, for an initial 6-year term;

(b) Trustee 2 – Laurel Simpson, for an initial 4-year term;

(c) Trustee 3 – Alex Blumenfrucht, for an initial 6-year term;

(d) Trustee 4 – Michael Bodnar, for an initial 4-year term; and

(e) Trustee 5 – Donald Fishoff, for an initial 6-year term.

Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize its Chair to execute the Boundary Notice in substantially the form attached as Exhibit B, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of the certificate of creation for the District, the Council does hereby authorize its Chair or the County Manager to make any corrections, deletions, or additions to the Governing Document and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This Resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by the Chair of the Council.

APPROVED AND ADOPTED by the County Council of Summit County, Utah, this 25th day of February, 2026.

SUMMIT COUNTY, UTAH

By:_____
Chair

Hanson voted____
McKenna voted____
Armstrong voted____
Harte voted____
Robinson voted____

APPROVED AS TO FORM:

By:_____

County Attorney

ATTEST:

By:_____
County Clerk

EXHIBIT A

GOVERNING DOCUMENT

EXHIBIT B

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Resort Core Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the County Council of Summit County, Utah (the "Council"), acting in its capacity as the creating entity for Resort Core Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on February 25, 2026 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-73-507, approved as a final local entity plat by the Surveyor of Summit County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 25th day of February, 2026.

COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, acting in its capacity as the creating authority for RESORT CORE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By:_____
AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County this _____ day of February, 2026.

_____
COUNTY CLERK

D.A. DAVIDSON & CO.

Resort Core Public Infrastructure District
Prepared for The Summit County Council

THE STRENGTH OF ADVICE 1935

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1. PID OVERVIEW
2. NEED FOR PID
3. PUBLIC BENEFIT
4. ANTICIPATED DEVELOPMENT
5. IMPACT
6. HISTORY OF DEVELOPMENT

What is a Public Infrastructure District (PID)?

- A PID is a quasi-governmental entity with the ability to impose taxes, assessments, or fees on future users of infrastructure to repay debt issued to finance that infrastructure.
- PIDs are economic development tools that can be used by local governments and property owners to assist in creating first-class development projects that bring long-term benefits to the community.
- Depending on the type of PID bond issued and the creating entity (municipality vs. development authority), financing can be used for public or private infrastructure, such as:
  - ✓ Streets improvements
  - ✓ Traffic and safety controls
  - ✓ Water improvements
  - ✓ Sanitation improvements
  - ✓ Storm water drainage improvements
  - ✓ Parks and recreation improvements
  - ✓ Publicly or privately owned roads, rights-of-way, trails, parking, or parking structures
  - ✓ Transit and transportation improvements

FUND NEW GROWTH WITHOUT IMPACTING A MUNICIPALITY'S BALANCE SHEET:

- PIDs were created as a financing mechanism to fund public infrastructure to entice needed development growth without impacting a county's or municipality's balance sheet.

FINANCE BETTER INFRASTRUCTURE:

- Efficiently financing infrastructure enables a Developer to construct infrastructure above and beyond the standard requirements, which in turn enhances the community feel through better softscapes, larger roads & sidewalks, parks and trails, and much more.

OPTIMIZE DEVELOPMENT:

- Rather than the developer having to wait to collect revenue upon sale of developed land to put in additional infrastructure, they can do it upfront, which in turn, reduces the impact to community and its surrounding neighbors (i.e., no piecemeal construction improvements).

GROWTH PAYS FOR GROWTH:

- As opposed to the municipality imposing an increased tax on all residents, the main users of the infrastructure pay for it.

PID Formation and Governance

- PIDs were authorized by the enactment of Utah S.B. 228 in 2019.
- PIDs can be created by municipalities (e.g., cities and counties) as well as certain development authorities:
  - ✓ Utah Inland Port Authority
  - ✓ Point of the Mountain State Land Authority
  - ✓ Utah Fairpark Area Investment and Restoration District
  - ✓ Military Installation Development Authority
- PIDs are governed by a Board with members initially appointed by the creating entity with such members being landowners or designated representatives of landowners. The appointed Board then transitions to an elected board after new electors reside or own property in the PID.
- The formation process for a new PID requires the submission of a Petition and Letter of Intent, as well as approval of a Governing Document by the creating entity.
- Governing Document policy considerations:
  - ✓ Establish policy and procedures for PID approval
  - ✓ Limited debt service mill levy cap (up to 15 mills for most PIDs)
  - ✓ Establish maximum principal amount of bonds/debt which may be issued by the PID
  - ✓ Property tax imposition terms
  - ✓ Establish reporting requirements
  - ✓ Privately owned improvements to be acquired or financed if issuing limited tax bonds

COMPETITIVE DISADVANTAGE:

- Modern mountain resort developments rely on PID and TIF to fund large-scale infrastructure efficiently and responsibly. Without similar tools, Canyons Village is at a competitive disadvantage relative to peer resorts:
  - ✓ Deer Valley – PID approved and TIF requested
  - ✓ Deer Valley East – MIDA created project area: PID and TIF secured (Over $1 billion raised to date)
  - ✓ Sundance Resort – MIDA created project area: PID and TIF secured ($45 million raised to date)
  - ✓ Nordic Valley – PID and TIF secured ($39 million raised to date)
  - ✓ Snowbasin – PIDs created and TIF requested
  - ✓ Wasatch Peaks Ranch – PID created

FINANCE BETTER INFRASTRUCTURE:

- Efficient financing enables the Developer to construct better infrastructure which allows for elevated amenities and improvements expected at world-class destinations.
- Upfront financing ensures development occurs in a structured and orderly way in accordance with a master development plan rather than occurring piecemeal, reducing unintended consequences for nearby residents.

FINANCING CAPACITY FOR FUTURE DEVELOPMENT NEEDS:

- Existing systems need reinvestment to maintain reliability, safety, and required service levels.
- Infrastructure must keep pace with increasing visitor volumes, workforce demands, and connectivity throughout the broader resort area.
- Significant upgrades are needed to support mobility, access, and public services for the upcoming winter Olympics, all while preserving quality of life for existing residents.

Public Benefit

TRANSIT:

- Incentivizing the use of bus rapid transit by creating an elevated plaza experience that seamlessly connects BRT arrivals to the gondola taking visitors to the resort.

PARKING:

- Designed to provide a better transportation experience to and from the resort. Anticipated completion in 2026.
- Allows for other parcels that were used for surface parking to be developed into world-class condo, hotel, and retail space that generates significant tax revenues for the County.

WATER TANK:

- Provides for fire suppression, snowmaking ability, and storage capacity for future needs of the resort.

ROADS:

- Road improvements providing for fluid transportation throughout the resort, with no maintenance required by County.

GONDOLA PLAZAS:

- Upgraded transportation experience from resort arrival to departure.

TAX REVENUES:

- Meaningful sales, property, and transient room tax revenue for County.
- No tax increment requested at this time (typically granted to other PIDs).

Anticipated Development

- At full buildout, the remaining undeveloped parcels within Canyons Village are anticipated to deliver approximately 1.9 million square feet of new residential and commercial space.
- Additionally, the 2034 Winter Olympics will bring a surge of visitors, visibility, and economic activity to the region. The combination of thoughtful master-planned development and a dedicated infrastructure financing tool positions the County to meet Olympic-scale demands while delivering lasting community value well beyond 2034. The PID ensures that the necessary infrastructure arrives on time, at scale, and in a financially sustainable way, supporting both the immediate needs of the Games and the long-term vision for the community.

NO DIRECT TAX IMPACT ON EXISTING RESIDENTS

- The PID tax is only paid by future property owners within the boundaries of the PID (no burden on existing residents).
- As the tax base grows, it helps reduce long-term pressure to increase countywide tax rates.

COSTS BORNE BY SECONDARY HOMEOWNERS & COMMERCIAL USERS

- The majority of the new taxes paid to the PID come from secondary home buyers, hotel developers/operators, and sophisticated commercial users, not full-time residents.

IMPROVED TRANSPORTATION FLOW

- New transportation infrastructure (e.g., BRT plaza, parking structure, road improvements etc.) reduces congestion and improves traffic flow which reduces impact throughout the resort and countywide, significantly reducing traffic on 224 into Park City.

COUNTY FISCAL STABILITY

- Infrastructure is funded through district revenues only rather than relying on County resources, which in turn preserves taxpayer dollars.
- PID is a separate governmental entity from the County with no economic and legal liability for the County.

LONG TERM IMPROVEMENTS

- Road, transit, and pedestrian upgrades will benefit both future residents and the broader community well beyond the 2034 Olympics.

History of Development and Amenities (Public/Private Partnership)

- All required affordable housing built well before project completion
- Public golf course built per County development agreement. Owned and maintained by a private entity to eliminate County's maintenance costs.
- Phase 1 Forum Revitalization: improved quality pavers and furniture, firepits, snow melting (heated pavers)
- Ecker Hill parking lot at Kimball Junction, helping alleviate stress on County roads/transportation. Required by County.
- Other Infrastructure:
  - ✓ High Mountain Road reconfiguration
  - ✓ Master Storm Water Retention Project
  - ✓ Canyons Resort Drive and Roundabouts
  - ✓ High Mountain Road Extension above Apex
  - ✓ LV13 Water Line
  - ✓ Ozzy Way Road
  - ✓ Red Hawk 2 Water Tank
- Developer and County have worked together hand in hand to build out a world-class destination in accordance with the Canyons Specially Planned Area Development Agreement.

History of Development and Amenities (Public/Private Partnership)

Slopeside Village (Employee Housing)

Water Tank

Canyons Golf

THANK YOU