

WHEN RECORDED RETURN TO:

Kelli S. Brown, General Manager  
Promontory Development, LLC  
8758 N. Promontory Ranch Road  
Park City, Utah 84098

**ENTRY NO. 01188743**

05/09/2022 12:14:19 PM B: 2739 P: 0988

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 126.00 BY PROMONTORY INVESTMENTS LLC



**SUPPLEMENTAL MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROMONTORY**

**VISTA POINT**

**SUMMIT COUNTY, UTAH**

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PROMONTORY is made by PROMONTORY DEVELOPMENT, LLC, an Arizona limited liability company, referred to below as "Declarant."

**RECITALS:**

A. Promontory Development, LLC is the successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Promontory dated January 2, 2002 and recorded January 3, 2002 as Entry Number 00607465 in Book 1426 at Page 522 of the Official Records of the Summit County Recorder (the "Declaration"). All capitalized terms contained herein shall have the definitions set forth herein or in the Declaration.

B. Declarant is the owner of certain real property located in Summit County, Utah, which is more particularly described in Exhibit A hereto (the "Property"). The Vista Point Subdivision (the "Project") is included within the Initial Property.

C. Declarant intends to develop the Project as a residential subdivision subject to the Promontory SPA Plan, dated January 16, 2001, as amended, and subject to certain protective covenants, conditions and restrictions all as set forth in the Declaration, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within Promontory, including the Lots within the Vista Point Subdivision.

D. The following terms are hereby incorporated as part of the Declaration and to the extent these terms modify or conflict with any provisions of the Declaration, these terms shall control. All other terms of the Declaration not modified shall remain the same and shall apply to all lots within the Project.

NOW, THEREFORE, Declarant hereby declares that all of the Lots within the Project shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in the Declaration, the terms of which Declaration are deemed incorporated herein by this reference, as modified by this Supplemental Declaration. The covenants, conditions and restrictions of the Declaration and this Supplemental Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots within the Vista Point Subdivision, and shall inure to the benefit of all other Lots in Promontory which are subject to the Declaration and this Supplemental Declaration. The covenants, conditions and restrictions of the Declaration and this Supplemental Declaration shall be binding upon the Declarant as well as its successors

in interest, and may be enforced by the Declarant or by any Owner of a benefited Lot to the extent provided in the Declaration and this Supplemental Declaration.

All of the foregoing Recitals are incorporated into and made a part of this Supplemental Declaration for all purposes.

#### DEFINITIONS

1. Definitions. Unless the context clearly indicates otherwise, certain terms as used in this Supplemental Declaration and the foregoing Recitals shall have the meanings set forth in the Declaration, as amended, or this Supplemental Declaration.
  - 1.1. "Design Guidelines" shall have the meaning given in Article II.
  - 1.2. "Estate Lot" shall have the meaning given in Article 1 of the Development Agreement.
  - 1.3. "Incentive Density Lot" or "Incentive Density Unit" shall have the meaning given in Article 1 of the Development Agreement.
  - 1.4. "Resort Unit" shall have the meaning given in Article 1 and in Section 4.4.1 of the Development Agreement.
  - 1.5. "Supplemental Design Guidelines" shall mean the Supplemental Design Guidelines for Vista Point that are specific to the Lots within the Vista Point Subdivision.
  - 1.6. "Supplemental Declaration" shall mean this Supplemental Declaration of Covenants, Conditions and Restrictions for Vista Point, as recorded and as amended and supplemented from time to time.

#### CREATION OF VISTA POINT

2. The Project and Property, as shown on the Plat of the Vista Point Subdivision, is created in accordance with Utah law.
  - 2.1. The Project and Property, as shown on the Plat of the Vista Point Subdivision, is hereby designated as a separate Village in accordance with Section 6.4(a) of the Declaration. The Village shall be known as "Vista Point."
  - 2.2. Lots. The Project, as planned, shall consist of thirty-nine (39) Lots, plus Common Area that may consist of open space, utilities and related support improvements that are part of the Common Areas and Facilities. The Lots and any Residences constructed on the Property shall comply with both the Design Guidelines for Promontory as well as the Supplemental Design Guidelines for Vista Point and all requirements stated on the Plat. In the event of any conflict between the Design Guidelines and the Supplemental Design Guidelines for Vista Point, the Supplemental Design Guidelines for Vista Point shall apply.
  - 2.3. Resort Units. Lots 28 through 39 are Resort Units with the features and restrictions identified in Section 4.4.1 of the Development Agreement, and Note 12 on the Plat.
  - 2.4. Residences. Custom homes may be built on Lots 1-27 by the buyers of said Lots. Declarant intends to cause a Residence to be constructed on Lots 28-39 by Declarant's affiliate Promontory Homes. Purchasers of Lots 28-39 must contract with Utah 7000 Cabins, LLC, d/b/a Promontory Homes or a contractor affiliated with Declarant for the initial construction of any residence on a Lot, and the design must be selected from among designs made available within the Promontory Homes building program. The restriction shall expire only upon the earlier of (1) written notice by Promontory Development, LLC, or its successor, that the Promontory Homes building program for any particular Lot or Lots has been terminated; or (2) thirty (30) years from the date of the deed from Promontory Development, LLC to the first buyer of the lot.
  - 2.5. Village Assessments. The Resort Units (Lots 28-39) within the Project shall be subject to additional Village Assessments by the Conservancy in accordance with Section 8.2 of the Declaration, in addition to all other assessments by the Conservancy as described in the Declaration. Village Assessments shall be used to pay for Village Expenses specific to Lots 28-39.
  - 2.6. Village Services. In accordance with 6.4(a) of the Declaration, the Conservancy shall provide the following special services for the benefit of the Resort Units (Lots 28-39) within Vista Point that the Conservancy does not generally provide to the Community, including driveway snow removal and

noxious weed removal. The initial extent of these services and the costs shall be established by the Declarant or the Conservancy. The Conservancy shall have the unrestricted right of access to all landscape areas of Lots 28-39 as necessary for such landscape maintenance.

2.7.

### VISTA POINT USE RESTRICTIONS

#### 3. Use Restrictions.

- 3.1. Rules and Regulations. The Conservancy has authority to promulgate and enforce such rules and procedures, including but not limited to architectural design standards and Design Guidelines, as may aid the Conservancy in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the Declaration, this Supplemental Declaration and other Governing Documents.
- 3.2. Short Term Rentals. Owners of Lots 28-39 in the Project may make their Residence available for overnight stay and short-term occupancy. Nightly and weekly rental within Lots 28-39 is permitted, provided such rental includes the entire Residence (renting of single rooms or any portion less than the entire Residence is not allowed) and is made available through an appropriately licensed real estate brokerage or property management company in compliance with all nightly rental regulations and local ordinances.
- 3.3. Landscape Maintenance. The Conservancy shall have the right but not the duty to maintain and the right to alter and change any and all landscaping in the Common Area. The Conservancy shall have the unrestricted right of access to all Common Area of the Project as necessary for such landscape maintenance.
- 3.4. Architectural Control. Supplemental Design Guidelines for Vista Point apply to the Subdivision.
  - 3.4.1. No exterior changes to any residence, including landscaping, shall be commenced, erected, maintained, made, or done without the prior written approval of the Board or committee established by the Board for that purpose.
  - 3.4.2. With regard to Lots 28-39, the Board, through its Architectural Review Committee (or other designee), shall designate the design, color, style, model, and manufacturer of any exterior improvement or alteration. Such designations shall be for the purpose of achieving a uniform first-class appearance and preservation of property values.

### PROPERTY RIGHTS AND EASEMENTS

#### 4. Generally.

##### 4.1. General Easements to Common Area, Lots, and Residences.

- 4.1.1. The Declarant reserves in favor of the Declarant such easements and rights of ingress and egress over, across, through, and under the real property and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant: (i) to construct and complete each Residence on a Lot and all of the other improvements described in this Supplemental Declaration or in the Plat; and (ii) to improve portions of the real property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. This reservation shall, unless terminated sooner by law, expire at the same time as the period of Developer Control. Additional easements are identified on the Plat.
- 4.1.2. The Declarant reserves in favor of the Declarant and the Conservancy, acting through the Board or its authorized agent, nonexclusive easements with the right of access to each Lot and Residence, without trespass, to make inspections, to maintain, repair, replace or effectuate the restoration of the Common Area accessible from such Lot or Residence, and for any other purpose of the Conservancy as set forth in the Governing Documents. Such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access. The Declarant and the Conservancy, acting through the Board or its authorized agent, shall have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project; provided, however,

such rights shall be exercised in a reasonable manner and at reasonable times, with proper notification, unless emergency situations demand immediate access.

- 4.2. **Public Utilities.** The Project is subject to blanket easements and rights-of-way over, across, above, and under the Common Areas and any other necessary portion of the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sewer lines, drainage facilities, and such other public utilities needed to serve the Project. Such easements and rights-of-way are hereby reserved to the Conservancy, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Lots by the Owners or occupants. The Conservancy shall have the power to grant and convey to any municipality, special service district, or Person, in the name of all of the Owners as their attorney-in-fact, easements and rights-of-way in, on, over or under the Common Area or any other necessary area of the Project for the purpose of constructing, erecting, operating or maintaining pipelines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any similar public or quasi-public improvements or facilities, and each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Conservancy as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Conservancy.
- 4.3. **Errant Golf Ball Easement.** Each Lot and Common Area of the Project shall be subject to an "errant golf ball easement" which shall permit access to golf balls which enter upon such properties. Notwithstanding the forgoing, the party causing such golf ball to enter upon a Lot or Common Area shall not have an easement to play the golf ball on any portion of the Project. The easement described in this Section does not permit damage caused by intentional acts and the Conservancy specifically reserves the right to maintain actions against golfers who intentionally cause damage to any portion of the Project.
- 4.4. **Golf Operations, Disturbances, and Nuisances.** Each Lot Owner understands and agrees that golf course related activities will take place immediately adjacent to the Project. Each Owner acknowledges that maintenance personnel and other workers may perform work relating to the operation and maintenance of the golf course as early as 4:00 am. and as late as 12:00 am. Each Owner acknowledges that the location of his or her Lot may result in nuisances or hazards to persons and property in such Lot or within the Common Areas as a result of golf course-related activities, and Owners assume all risks associated with the location of their Lots and such golf course-related activities. Such risks include, but are not limited to, noise, inconvenience, the risk of property damage, the risk of personal injury arising from stray golfballs, or any other risks from actions incidental to golf course—related activities. Each Owner, its successors and assigns, and all occupants shall indemnify and hold harmless the Conservancy, the Declarant, and other Lot Owners, for, from and against any liability, claims or expenses, including attorney fees and court costs, arising from such property damage or personal injury. Each Owner further covenants that the Conservancy, and Declarant shall have the right, in the nature of an easement, to subject certain portions of the Project to nuisances incidental to golf course-related activities; provide that such easement does not interfere with the construction, location and use of any improvements of the Project.
- 4.5. **Risk Related to Project Facilities.** Each Owner, by purchasing a Lot in the Project, hereby expressly assumes the risk of noise, personal injury or property damage caused by the maintenance and operation of any amenity or facility in or around the Project including without limitation: (1) golfing, exercising, and so forth, (2) noise from maintenance equipment, other Owners or occupants using the Common Areas and facilities and so forth, (3) the use of maintenance equipment, trails, and so forth, and (4) a reduction in privacy or a reduction in an Owner's ability to use amenities caused by increased traffic from events or activities in or around the Project. Each Owner agrees that neither the Declarant, the Conservancy, any successor manager appointed by the Declarant or Board, or other Lot Owners shall be liable to Owners or other Persons claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any

other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the Owner's Lot to the golf course, Project equipment, Project amenities, including, without limitation any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents, the Conservancy. Each Owner hereby agrees to indemnify and hold harmless the Declarant, Declarant's affiliates, the Conservancy, and any successor manager appointed by the Declarant or Board against any and all claims by Owner or his family members, guests or invitees.

4.6. Views. Views from a Lot and the Project are not assured or guaranteed in any way. There is no representation or warranty concerning the preservation of any view or view plane from the Project and each Owner and occupant on such Owner's Lot or in such Owner's Residence acknowledges and agrees that there are no view easements or rights appurtenant to the Lot or the Project relative to any other Lot or structure within the Project.

## 5. ACKNOWLEDGEMENT & ACCEPTANCE OF MOUNTAIN CONDITIONS

5.1. Assumption of Risk, Waiver and General Release of Claims. Each Owner, by his, her or its purchase of a Lot, hereby acknowledges that the Project is part of a mountain community with certain activities, which may include, without limitation: trails for skiing, hiking, walking, cycling, open spaces, wildlife, pets, rugged terrain, snowmaking, horses and horseback riding, games and activities, running, snow-shoeing, and other club-type facilities, events, activities and programs (collectively, "Activities"), and each such Owner expressly assumes the risk of noise, nuisances, hazards, personal injury, or property damage related to any and all Activities, including without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance may take place at any time(s) of the day or night), (b) noise caused by activities and participants, (c) noise from snow removal and trail grooming machinery, (d) construction and development activities, (e) View restrictions caused by installation, relocation and maturation of trees and shrubbery, and the construction of other buildings and facilities, (f) reduction in privacy, including that related to maintenance activities, (g) errant equipment, including golf, landscaping, and mountain bikes, and (h) facilities design and construction activities. Each such Owner agrees that neither Declarant, the Conservancy, any Manager, any committee created by the Conservancy, any of the Declarant's affiliates or agents, nor any Activities participant (unless acting recklessly or in a willfully wrongful manner) shall be liable to Owner, other owners, or any other person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to: (i) the proximity of an Owner's Lot to any equestrian trail, ski trail, bike trail, hiking trail, or other venue; (ii) any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents, any Manager, the Conservancy, or any committee created by the Conservancy (and all of their respective affiliates, subsidiaries, parent companies and other related companies, and all of their respective past and present directors, officers, shareholders, members, managers and all of their respective agents, representatives, attorneys, and employees of any of the foregoing) (collectively referred to herein as "Released Parties"); or (iii) any Activity (collectively referred to herein as the "Waived Claims"). Each Owner, on behalf of itself, and his, her or its heirs, administrators, representatives, successors, affiliates, agents, and assigns (hereinafter, "Releasers"), does hereby fully, finally, and unconditionally release, and forever discharge the Released Parties from and waives all actions, causes of action, lawsuits, appeals, claims, charges, complaints, debts, obligations, demands, rights, grievances, promises, liability, damages, costs and/or fees whatsoever in law or equity related to the Activities and all Waived Claims asserted by such Owner and/or by such Owner's guests. Each Owner understands and agrees that the waiver and release set forth in this Article is intended to be a "general release" and is not an admission of wrongdoing or liability by or on the part of any Released Party. Nothing in this Article shall in any way be construed as an admission by any Released Party that it acted wrongfully with respect to the Releasers. Each Owner and guest agrees that he, she or it will not, directly or indirectly, disparage, defame, or make defamatory or disparaging statements to any person or entity, including the press, regarding the Released Parties, any Waived Claim, or Declarant's past or present management, directors, officers, employees, and agents. If any covenant or

provision of this Article is declared invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision, or public policy, all other covenants and provisions herein shall, nevertheless, remain in full force and effect.

5.2. Off -Site and On-Site Disturbance.

5.2.1. By acceptance of a deed to a Lot, each Owner hereby agrees and acknowledges, that, inasmuch as an Owner may be purchasing a Lot during a period of construction at the Project, and the acquisition of the Lot may occur prior to the completion of the construction on other Lots and improvements at the Project, there may be certain inconveniences, including, but not limited to, interruption of travel caused by road construction, noise, dust, odors and debris associated with construction, until all construction within the Project is complete. Each Owner waives all claims against the Released Parties with respect to any such inconveniences and nuisances.

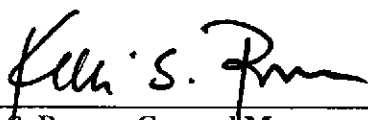
5.2.2. Living in a mountain community entails living in close proximity to other persons and recreational facilities, with attendant limitations on solitude and privacy. Owners may experience light entering the Lots from other residential lighting in proximity to the windows and doors of the Lots.

5.2.3. Each Owner acknowledges that (i) there are no protected views in the Project, and no Lot is assured the existence or unobstructed continuation of any particular view, and (ii) any construction, landscaping or other installation of improvements by the Declarant or owners of other property in the vicinity of the Project, including, without limitation, owners of the adjacent Lots or property, may impair the view from any Lot, and each Owner consents to such View impairment.

6. Notice Regarding Mountain Regional Water Special Service District. All lot owners served by Mountain Regional Water Special Service District (the "District") within this plat agree to abide by all of the Rules, Regulations, and other Construction related Standards and Specifications of the District, including payment of all necessary fees prior to the issuance of a building permit. Lot owners also recognize that the District's service area spans a large mountainous area with extreme vertical relief resulting in numerous pressure regulation facilities. As such, the owners recognize that fluctuations (albeit infrequent) in water pressure may pose a risk to properties served by said system. Owners agree to install and be responsible for the proper operation of any necessary pressure regulation and backflow devices to protect any plumbing facilities and fire sprinkling systems. Further, the District shall have the right to install, repair, maintain, replace, enlarge, extend, and operate their equipment above and below ground and all other related facilities within any easements identified on this plat as may be necessary or desirable in providing water services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures and trees, that may have been placed within the easements. The District may require the lot owner to remove all structures and vegetation within the easement at the lot owner's expense, or the District may remove such structures and vegetation at the lot owner's expense. At no time may any permanent structures, including trees and retaining walls, be placed within the easements or any other obstruction which interferes with the access and use of the easements without the prior written approval of the District. The District is further granted rights of access to any and all non-exclusive easements, including emergency or non-emergency access roads contained within the Vista Point Subdivision to enlarge and/or extend its services to any adjoining properties and plats.

**THIS SUPPLEMENTAL DECLARATION** was executed as of the date stated below.

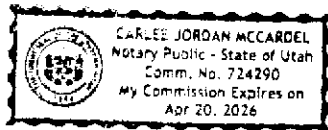
**PROMONTORY DEVELOPMENT, LLC, an Arizona limited liability company**



**Kelli S. Brown, General Manager**

STATE OF UTAH )  
 ) : ss  
COUNTY OF SUMMIT )

On this 5<sup>th</sup> day of ~~April~~ May, 2022, personally appeared before me Kelli S. Brown, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that she is the General Manager of Promontory Development, LLC and that this document was signed by her in behalf of said Company by Authority of its Operating Agreement or Resolution, and said Kelli S. Brown acknowledged to me that Promontory Development, LLC executed the same. Witness my hand and official seal.



Carlee McCordel  
NOTARY SIGNATURE AND SEAL

## EXHIBIT A

A parcel of land located in the East Half of Section 24, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah more particularly described as follows:

Beginning at a point which is South 89°33'14" East 2,924.95 feet along the section line and South 00°26'46" West 2,583.33 feet from the Northwest Corner of Section 24, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 76°53'01" East 313.36 feet to a point on a 875.00 foot radius non-tangent curve to the right, the center of which bears South 79°56'29" East; thence Northerly 376.74 feet along the arc of said curve through a central angle of 24°40'10" (chord bears North 22°23'36" East 373.84 feet) to a point on a 1,225.00 foot radius reverse curve to the left, the center of which bears North 55°16'19" West; thence Northeasterly 332.76 feet along the arc of said curve through a central angle of 15°33'50" (chord bears North 26°56'46" East 331.74 feet); thence North 19°09'51" East 72.55 feet to a point on a 475.00 foot radius curve to the left, the center of which bears North 70°50'09" West; thence Northerly 342.41 feet along the arc of said curve through a central angle of 41°18'09" (chord bears North 01°29'13" West 335.04 feet) to a point on a 625.00 foot radius reverse curve to the right, the center of which bears North 67°51'42" East; thence Northerly 287.69 feet along the arc of said curve through a central angle of 26°22'26" (chord bears North 08°57'05" West 285.16 feet); thence North 04°14'08" East 35.01 feet to a point on a 25.00 foot radius curve to the left, the center of which bears North 85°45'52" West; thence Northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 40°45'52" West 35.36 feet); thence North 04°14'08" East 50.00 feet; thence South 85°45'52" East 99.09 feet to a point on a 225.00 foot radius curve to the right, the center of which bears South 04°14'08" West; thence Southeasterly 152.23 feet along the arc of said curve through a central angle of 38°45'51" (chord bears South 66°22'57" East 149.34 feet); thence North 42°51'17" East 232.69 feet; thence South 22°17'13" East 424.30 feet to a point on a 375.00 foot radius non-tangent curve to the right, the center of which bears North 51°46'57" West; thence Southwesterly 100.45 feet along the arc of said curve through a central angle of 15°20'52" (chord bears South 45°53'29" West 100.15 feet); thence South 53°33'55" West 27.41 feet to a point on a 25.00 foot radius curve to the right, the center of which bears North 36°26'05" West; thence Westerly 37.60 feet along the arc of said curve through a central angle of 86°10'39" (chord bears North 83°20'46" West 34.16 feet) to a point on a 725.00 foot radius non-tangent curve to the right, the center of which bears South 49°44'34" West; thence Southeasterly 80.59 feet along the arc of said curve through a central angle of 06°22'07" (chord bears South 37°04'23" East 80.54 feet); thence continue Southeasterly along said curve through a central angle of 11°19'38", a distance of 143.33 feet to a point on a 625.00 foot radius compound curve to the right, the center of which bears South 67°26'19" West; thence Southerly 207.60 feet along the arc of said curve through a central angle of 19°01'53" (chord bears South 13°02'45" East 206.65 feet); thence South 03°31'48" East 8.39 feet to a point on a 525.00 foot radius curve to the right, the center of which bears South 86°28'12" West; thence Southerly 221.92 feet along the arc of said curve through a central angle of 24°13'09" (chord bears South 08°34'46" West 220.27 feet); thence South 20°41'21" West 320.55 feet to a point on a 375.00 foot radius curve to the left, the center of which bears South 69°18'39" East; thence Southerly 238.72 feet along the arc of said curve through a central angle of 36°28'24" (chord bears South 02°27'09" West 234.71 feet); thence South 15°47'03" East 621.33 feet to a point on a 725.00 foot radius curve to the right, the center of which bears South 74°12'57" West; thence Southerly 193.99 feet along the arc of said curve through a central angle of 15°19'51" (chord bears South 08°07'08" East 193.41 feet); thence South 78°32'42" East 503.74 feet; thence South 12°54'48" West 661.18 feet; thence South 75°59'52" West 495.30 feet; thence North 65°51'46" West 333.19 feet; thence South 47°17'50" West 7.26 feet to a point on a 475.00 foot radius curve to the left, the center of which bears South 42°42'10" East; thence Southwesterly 158.07 feet along the arc of said curve through a central angle of 19°03'59" (chord bears South 37°45'50" West 157.34 feet); thence South 28°13'51" West 150.47 feet; thence North 61°46'09" West 50.00 feet to a point on a 25.00 foot radius non-tangent curve to the left, the center of which bears North 61°46'09" West; thence Northerly 38.54 feet along the arc of said curve through a central angle of 88°19'23" (chord bears North 15°55'51" West 34.83 feet); thence North 60°05'32" West 125.56 feet to a point on a 425.00 foot radius curve to the right, the center of which bears North 29°54'28" East; thence Northwesterly 259.35 feet along the arc of said curve through a central angle of 34°57'49" (chord bears North 42°36'38" West 255.34 feet); thence North 25°07'43" West 69.18 feet to a point on a 315.00 foot radius curve to the



left, the center of which bears South 64°52'17" West; thence Northwesterly 105.19 feet along the arc of said curve through a central angle of 19°08'01" (chord bears North 34°41'44" West 104.70 feet); thence North 44°15'45" West 94.37 feet to a point on a 325.00 foot radius curve to the right, the center of which bears North 45°44'15" East; thence Northerly 317.66 feet along the arc of said curve through a central angle of 56°00'05" (chord bears North 16°15'42" West 305.16 feet); thence North 78°15'39" West 137.75 feet; thence North 47°31'25" West 129.14 feet; thence North 06°39'15" East 355.41 feet; thence North 32°15'43" West 108.31 feet; thence North 29°17'54" East 252.22 feet; thence North 01°26'03" East 148.20 feet; thence North 33°05'27" East 227.89 feet to the Point of Beginning.

Less and excepting that parcel of land described in document number 01151049, B. 2672, P. 1813 as recorded and on file in the Summit County Recorder's Office being more particularly described as follows:

A parcel lying within the East Half of Section 24, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows: Commencing at the Northeast Corner of said Section 24, and running thence South 00°02'26" West 2,646.00 feet along the easterly line of said Section 24 and thence North 89°57'34" West 2,045.71 feet to the true 57'34" West 2,045.71 feet to the true Point of Beginning, said point being on the Double Deer Drive Access Easement and on a 825.00 foot radius non-tangent curve to the right, the center of which bears South 79°56'29" East; thence along said access easement the following seven courses: (1) Northerly 355.21 feet along the arc of said curve through a central angle of 24°40'10" (chord bears North 22°23'36" East 352.48 feet); to a point on a 1,275.00 foot radius reverse curve to the left, the center of which bears North 55°16'19" West; (2) Northeasterly 346.34 feet along the arc of said curve through a central angle of 15°33'50" (chord bears North 26°56'46" East 345.28 feet); (3) North 19°09'51" East 72.55 feet to a point on a 525.00 foot radius curve to the left, the center of which bears North 70°50'09" West; (4) Northerly 378.45 feet along the arc of said curve through a central angle of 41°18'09" (chord bears North 01°29'13" West 370.31 feet) to a point on a 575.00 foot radius reverse curve to the right, the center of which bears North 67°51'42" East; (5) Northerly 264.68 feet along the arc of said curve through a central angle of 26°22'26" (chord bears North 08°57'05" West 262.35 feet); (6) North 04°14'08" East 35.00 feet to a point on a 25.00 foot radius curve to the right, the center of which bears South 85°45'52" East; (7) Northeasterly 39.42 feet along the arc of said curve through a central angle of 90°20'58" (chord bears North 49°24'36" East 35.46 feet) to a point on a 175.00 foot radius compound curve to the right, the center of which bears South 04°35'05" West; said point being on the Nicklaus Valley Road Access Easement No. 4, thence along said access easement Easterly 38.56 feet along the arc of said curve through a central angle of 12°37'32" (chord bears South 79°06'09" East 38.48 feet); thence South 17°29'25" West 166.44 feet to a point on a 560.00 foot radius non-tangent curve to the left, the center of which bears North 83°16'31" East; thence Southerly 150.65 feet along the arc of said curve through a central angle of 15°24'48" (chord bears South 14°25'54" East 150.19 feet) to a point on a 540.00 foot radius reverse curve to the right, the center of which bears South 67°51'42" West; thence Southerly 174.20 feet along the arc of said curve through a central angle of 18°29'01" (chord bears South 12°53'47" East 173.45 feet) to a point on a 20.00 foot radius reverse curve to the left, the center of which bears North 86°20'43" East; thence Southeasterly 30.70 feet along the arc of said curve through a central angle of 87°57'12" (chord bears South 47°37'52" East 27.77 feet); thence North 88°23'32" East 61.18 feet; thence South 64°15'01" East 112.02 feet; thence South 01°09'44" West 270.44 feet; thence South 12°55'33" West 364.48 feet; thence South 18°55'32" West 361.08 feet; thence South 30°00'06" West 276.81 feet; thence South 05°50'56" East 194.68 feet; thence South 06°10'02" West 319.64 feet; thence South 06°59'38" East 261.73 feet; thence South 44°29'18" East 256.46 feet; thence South 32°38'01" East 151.69 feet; thence South 47°17'50" West 172.09 feet to a point on a 525.00 foot radius curve to the left, the center of which bears South 42°42'10" East; thence Southwesterly 34.23 feet along the arc of said curve through a central angle of 03°44'07" (chord bears South 45°25'46" West 34.22 feet); thence North 62°34'38" West 242.65 feet; thence North 38°05'14" West 233.17 feet; thence North 16°01'40" West 512.32 feet to a point on a 540.00 foot radius non-tangent curve to the left, the center of which bears North 67°26'10" West; thence Northerly 229.57 feet along the arc of said curve through a central angle of 24°21'30" (chord bears North 10°23'05" East 227.85 feet); thence North 01°47'40" West 93.29 feet to a point on a 275.00 foot radius curve to the right, the center of which bears North 88°12'20" East; thence Northerly 158.87 feet along the arc of said curve through a central angle of 33°05'59" (chord bears North 14°45'19" East

156.67 feet) to a point on a 625.00 foot radius reverse curve to the left, the center of which bears North 58°41'41" West; thence Northerly 281.44 feet along the arc of said curve through a central angle of 25°48'00" (chord bears North 18°24'18" East 279.06 feet) to a point on a 825.00 foot radius reverse curve to the right, the center of which bears South 84°29'42" East; thence Northerly 65.56 feet along the arc of said curve through a central angle of 04°33'12" (chord bears North 07°46'54" East 65.55 feet) to the Point of Beginning.

Containing 2,332,598 square feet or 53.55 acres, more or less.

Creating 39 Lots. SS-52

Basis of Bearing South 89°33'14" East between the Northwest and the Northeast Corners of Section 24, Township 1 South, Range 4 East, Salt Lake Base and Meridian. 33'14" East between the Northwest and the Northeast Corners of Section 24, Township 1 South, Range 4 East, Salt Lake Base and Meridian. East between the Northwest and the Northeast Corners of Section 24, Township 1 South, Range 4 East, Salt Lake Base and Meridian.