

ALAN SPRIGGS, SUMMIT CO RECORDER
 2006 AUG 04 16:30 PM FEE \$420.00 BY GGB
 REQUEST: U S TITLE OF UTAH

WHEN RECORDED RETURN TO:

Summit County Clerk
 Summit County Courthouse
 60 North Main Street
 Coalville, UT 84017

**RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS
 AT
 BEAR HOLLOW VILLAGE**

This Restrictions Concerning Affordable Housing Units at Bear Hollow Village (this "Agreement") is made and entered into as of the 26th day of July, 2006 (the "Effective Date"), by Bear Hollow Village Restoration, LLC, a Utah limited liability company ("Developer"), and Summit County, a political subdivision of the State of Utah, by and through its Board of County Commissioners (the "County").

RECITALS

A. The Developer owns certain real property in the Bear Hollow Village Specially Planned Area in Summit County, Utah (the "Village SPA").

B. The property within the Village SPA is subject to that certain Amended and Restated Development Agreement dated October 2, 2003, which was recorded in the Office of the Summit County Recorder as Entry No. 678624, in Book 1580, Page 353, as subsequently amended by the Second Amendment to the Bear Hollow Village Specially Planned Area Plan Development Agreement executed by Developer on April 12, 2005 and recorded in said Office on December 12, 2005, as Entry No. 761386, in Book 1757, Page 889 (collectively, and as subsequently adopted and amended, the "Development Agreement"), which requires, among other things, that certain affordable housing Affordable Units be constructed in connection with the development of the property within the Village Spa.

C. Pursuant to the Development Agreement, the Developer agreed to construct and sell certain condominium units within the Village Spa as affordable housing units. All of the units designated as "Category A" Affordable Units have been previously built and sold. The Second Amendment to the Development Agreement designated the twelve (12) "Category B" and four (4) "Category C" affordable housing Affordable Units to be constructed in the Lodges and in the Bear Claw condominiums, as set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Affordable Units"), in order to satisfy the Developer's obligation to construct affordable housing units in the Village SPA. The designations of the Affordable Units comprising the Category B Units and the Category A Units are set forth on attached Exhibit "B".

D. The Developer and the County desire to enter into this Agreement to establish the affordable housing covenants that shall encumber and govern the sale and ownership of the Affordable Units.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the covenants set forth herein, Developer hereby submits the Affordable Units pursuant to the following restrictions and covenants:

1. DEFINITIONS.

1.1 County means the Summit County, Utah. Actions to be taken or decisions to be made by the County hereunder are to be taken or made by the Board of County Commissioners or the person, County employee, County department or third-party designee selected by the Board of County Commissioners to carry out such responsibilities or to administer, generally, the affordable housing programs for the County.

1.2 Employment Qualified Buyer means a buyer that does not qualify as an Income Qualified Buyer but who is employed in Summit County or is currently renting property situated in Summit County as their primary residence.

1.3 First Mortgage means a Mortgage (as defined in Section 1.6 below) having priority as to all other Mortgages encumbering an Affordable Unit or any part thereof or interest therein.

1.4 Income Qualified Buyer means a buyer or buyers earning (on a combined basis if an Affordable Unit is being purchased by two individuals jointly) no more than eighty percent (80%) of the Summit County, Utah Area Median Income, as determined by the U.S. Department of Housing and Urban Development at the time of reference.

1.5 Maximum Sales Price means the sales price for each of the Affordable Units, as set forth on attached Exhibit "B", as of the Effective Date, and as thereafter adjusted in accordance with the provisions of Section 2.6, below.

1.6 Mortgage means a mortgage, deed of trust or other security instrument (including a seller's rights under a contract for deed) by which an Affordable Unit or any part thereof or interest therein is encumbered.

2. SELLING THE AFFORDABLE UNITS

2.1 Offer. In the event that any owner of an Affordable Unit ("Owner") other than Developer desires to sell an Affordable Unit, such Owner shall first offer the Affordable Unit to the County at the Maximum Sales Price, by delivering a written notice of such offer to the County (the "Option"). The date the Owner delivers such notice to County shall be the "Offer Date".

2.2 Option to County. The County shall have thirty (30) days after the Offer Date ("Option Period") to exercise the Option by delivering to the Owner written notice of the County's exercise of the Option ("Exercise Notice"). County shall use its best efforts to notify the Owner of whether the County will exercise the Option as early as possible within the Option Period. If the County elects to exercise the Option, the County shall complete the acquisition of

the Affordable Unit by paying to the Owner the full Maximum Sales Price within thirty (30) days after delivering the Exercise Notice. If the County (i) notifies the Owner that it will not exercise the Option, (ii) fails to deliver to Owner the Exercise Notice (or notice that it will not be exercising the Option) within the Option Period, or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice, the Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.

2.3 Sale to Qualified Buyer. Upon termination of the Option, as provided in Section 2.2, the Owner shall have the right to sell the Affordable Unit to a Qualified Buyer (as defined in Section 2.4, below).

2.4 Qualified Buyers. The County shall maintain at its office a list ("List") of persons meeting the County's requirements for qualified purchasers of an Affordable Unit ("Qualified Buyer"). There shall be two classes of Qualified Buyers: Income Qualified Buyers and Employment Qualified Buyers, as defined in Sections 1.4 and 1.2, respectively. There shall be a separate Lists maintained for Income Qualified Buyers and for Employment Qualified Buyers. Each List shall rank the Qualified Buyers on such List according to the following criteria: (1) the amount of the purchase price that the Qualified Buyer is willing and able to pay, which amount shall not exceed the Maximum Sales Price, with the highest priority given to the Qualified Buyer willing to pay the most; (2) the speed with which the Qualified Buyer is willing and able to close the transaction, with the highest priority given to the Qualified Buyer who can close the fastest; and (3) the date that the Qualified Buyer applied to be placed on the List with the highest priority given to the Qualified Individual with the earliest application date. Equal weight shall be given to each of the above criteria in ranking Qualified Individuals; however, in no event shall the seller of an Affordable Unit be obligated to sell to a Qualified Buyer who is not willing or able to pay the Maximum Sales Price for the Affordable Unit being offered. The County shall have the right to adopt written guidelines and policies to more specifically regulate eligibility, so long as such guidelines and policies are consistent with the criteria set forth above. In order to be placed on the List, a Qualified Buyer must deliver to the County evidence of being pre-qualified for sufficient financing to purchase an Affordable Unit.

2.5 Sales to Qualified Buyers. First priority shall be given to Income Qualified Buyers. If the County does not exercise the Option, the Owner of an Affordable Unit shall exercise reasonable efforts to negotiate a sales contract for the Affordable Unit, based on the ranking of Income Qualified Buyers. If there are no Income Qualified Buyers on the List, or if the Owner is not able to enter into a commercially reasonable contract to sell the Affordable Unit to an Income Qualified Buyer within thirty (30) days termination of the Option, the Owner shall than exercise reasonable efforts to negotiate a sales contract for the Affordable Unit with an Employment Qualified Buyer, based on the ranking of Employment Qualified Buyers on the List. Without limiting the generality of the term, a "commercially reasonable contract" shall be the form of Real Estate Purchase Contract approved by the Utah Division of Real Estate for the sale of residential property, and that calls for an earnest money deposit of at least one percent (1%) of the sales price and a closing within not more than forty-five (45) days after the contract is entered into.

2.6 Sale to Non-Qualified Buyers. If there are no Qualified Buyers or if, after using reasonable efforts to sell the Affordable Unit to a Qualified Buyer, the Owner has not entered into a contract to sell the Affordable Unit to a Qualified Buyer within sixty (60) days after the termination of the Option, then the Owner shall have the right to sell the Affordable Unit to any person at the Maximum Sales Price.

2.7 Sales by Developer. Notwithstanding anything to the contrary contained herein, the obligation to sell to a Qualified Buyer pursuant to Section 2.5, above, shall not apply to the Developer's sale of Affordable Units in the Lodges Condominiums, but shall apply to all sales of such Affordable Units by Owners after the initial sale by the Developer. The restrictions of Section 2.5 shall apply to the sale of all Affordable Units in the Bear Claw Condominiums, whether such sales are made by the Developer or any subsequent Owner.

2.8 Maximum Sales Price. In no event shall an Owner sell an Affordable Unit for an amount in excess of the following: (i) the Maximum Sales Price, plus an increase of .25 percent (0.25%) of such price per month from the Effective Date, plus (ii) the cost of Permitted Capital Improvements (as defined in Section below) and (iii) the cost of sales commissions to be paid by Owner on such transaction (not to exceed 2%) of the sales price. The purchaser of an Affordable Unit ("Buyer") shall pay no more than as set forth in this Section 2.8 and shall not pay any real estate commissions, seller closing costs, or other capital improvements attached to the Affordable Unit that are not Permitted Capital Improvements. A Buyer shall pay for all costs of financing obtained to purchase the Affordable Unit, the List Inclusion Fee (if applicable to such Buyer), and all other closing costs customarily paid by purchasers of similar property in Summit County.

2.9 PERMITTED CAPITAL IMPROVEMENTS

(a) General. As discussed in Section 2.8, above, in addition to charging the Maximum Sales Price, an Owner may also charge a Buyer for the cost ("Capital Improvements Charge") of capital improvements as defined on Exhibit "C" which is attached hereto and incorporated herein by this reference ("Permitted Capital Improvements"). The Capital Improvements Charge shall not exceed ten percent (10%) of the Maximum Sales Price, unless otherwise approved by the County as set forth below. All such Permitted Capital Improvements installed or constructed over the life of the improvements to the Affordable Unit shall qualify. The Capital Improvements Charge permitted by this Section 2.9 shall be calculated on a cumulative basis applicable to the original Owner and all subsequent Buyers, and shall not exceed the maximum dollar amount set forth in this Section 2.9. The cost of Permitted Capital Improvements shall be depreciated on a straight line basis at the rate of ten percent (10%) per annum for ten (10) years commencing one (1) year from the date of the installation of each improvement. The total amount of the cost of Permitted Capital Improvements shall be the depreciated cost of such improvements. Notwithstanding anything to the contrary contained herein, the County may, at its sole discretion, approve in advance Permitted Capital Improvements that will result in Capital Improvements Charges exceeding ten percent (10%) of the Maximum Sales Price ("Excess Capital Improvements Charges"). If Excess Capital Improvements Charges are not approved in advance by the County, an Owner shall not charge a Buyer for the portion of the Excess Capital Improvements Charges that

exceed ten percent (10%) of the Maximum Sales Price. The County shall have sole discretion to allow or disallow Excess Capital Improvements Charges.

(b) Exclusions. Permitted Capital Improvements shall not include any changes or additions to the Affordable Units made by the Developer during the initial construction of the Affordable Units.

(c) Qualifications. In order to qualify an improvement as a Permitted Capital Improvement, the Owner must furnish to the County the following information with respect to the improvements which the Owner seeks to include in the calculation of the Capital Improvements Charge:

(i) Original, or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;

(ii) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase;

(iii) True and correct copies of any building permit or certificate of occupancy issued by the Summit County Building Department with respect to the Permitted Capital Improvements.

(iv) Out of Pocket Costs. In calculating the costs under this Section 2.9, only the Owner's actual out of pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to the Owner's profit, labor (sweat equity) or to any appreciation in the value of the improvements.

2.10 No Guaranty. NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY THE COUNTY THAT THE OWNER SHALL BE ABLE TO SELL AN AFFORDABLE UNIT FOR THE MAXIMUM SALES PRICE.

3. RENTING THE AFFORDABLE UNITS

3.1 Limitation on Rental Rates and Terms. The rate at which the Owner shall rent the Affordable Units shall not exceed the Maximum Rent, as defined below.

3.2 Maximum Rent. For the purposes of this Agreement, "Maximum Rent" shall be the combined total of common assessments, dues, taxes, insurance and maintenance, plus the greater of: (i) an amount equal to thirty (30%) of the area median income for Summit County as defined by the Utah Department of Housing and Urban Development for Category B Affordable Units (as designated on Exhibit B) or an amount equal to Twenty four (24%) of the median monthly income for Summit County as defined by the Utah Department of Housing and Urban Development for Category C Affordable Units (as designated on Exhibit B) or (ii) the actual monthly mortgage payment (principal and interest) being paid by the Owner of the Affordable Unit.

4. **TERM OF THIS AGREEMENT**

The term of this Deed Restriction shall commence as of the Effective Date and shall continue in full force and effect in perpetuity unless terminated sooner by the agreement of the Owner and the County (the "Term").

5. **ENFORCEMENT**

The County has the right to monitor compliance with the terms of this Agreement and to exercise all remedies available at law and in equity to ensure compliance by the Developer and his successors in interest.

6. **MORTGAGE PROTECTION**

6.1 Subordination to First Mortgages. Following the initial sale of each Affordable Unit from the Developer to a third party purchaser, this Agreement shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering such Affordable Unit and to all advances secured by the First Mortgage, including without limitation all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing any defaults by the borrower under the First Mortgage or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping such Affordable Unit.

6.2 Option to Acquire Unit from First Mortgagee. In the event that the holder of a First Mortgage takes title to an Affordable Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or other legal means, the County shall have the right to purchase such Affordable Unit by written notice to the holder of the First Mortgage within thirty (30) days of the date that the holder takes title to the Affordable Unit ("Exercise Period"). The purchase price to be paid by the County for such Affordable Unit shall be equal to the lesser of (i) the amount of outstanding principal and other advances secured by the First Mortgage or (ii) the Maximum Sales Price, plus (in either event) the sum of all taxes, interest, insurance, title insurance, attorneys' fees and any other costs incurred to recover the Affordable Unit through a trustee's sale, foreclosure, deed-in-lieu of foreclosure. In the event the County timely exercises such right to purchase the Affordable Unit, the County shall close on the purchase by tendering the full purchase price therefore to the holder of the First Mortgage within thirty (30) days following the date that the County gives notice of its intent to acquire the Affordable Unit ("Closing Deadline").

6.3 No Impact on Foreclosure Sale. The foregoing provisions shall only apply in the event that the holder of a First Mortgage takes title to an Affordable Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or other legal means. Such provisions shall not impair the holder of a First Mortgage from causing an Affordable Unit to be sold at public sale, by way of judicial or non-judicial foreclosure. In the event of such public foreclosure sale the County shall have no rights greater or different than others bidding for the Affordable Unit at such sale.

6.4 Termination of Agreement Upon Foreclosure. In the event that a purchaser other than the County acquires the Affordable Unit at a public foreclosure sale, or if the holder of a First Mortgage acquires an Affordable Unit and the County does not exercise its option to purchase the Affordable Unit by providing written notice to the holder of the First Mortgage within the Exercise Period and closing on such purchase by the Closing Deadline, as described above, then the provisions of this Agreement automatically terminate with respect to such Affordable Unit. In such event the owner of such Affordable Unit may, but shall not be required to, file in the Office of the Summit County Recorder an affidavit or other notice of termination, reciting the events giving rise to the termination of this Agreement with respect to such Affordable Unit. Any such termination of this Agreement with respect to any particular Affordable Unit shall not affect the continuing enforceability of this Agreement with respect to other Affordable Units. Any person, including the holder of a First Mortgage, its successors or assigns (other than the borrower named in such First Mortgage or a related entity of such borrower), receiving title to an Affordable Unit through a foreclosure or deed in lieu of foreclosure of a First Mortgage shall receive title to such Unit free and clear of the terms, restrictions and covenants of this Agreement.

7. REMEDIES

7.1 Default. In the event of a breach of any of the terms, restrictions or covenants hereunder by the owner of an Affordable Unit, the County shall be entitled to injunctive relief, or to any other remedy available at law or in equity for such breach. The prevailing party in any dispute hereunder shall be entitled to recover their reasonable attorneys' fees and costs incurred in connection with such dispute, regardless of whether litigation is pursued by either party. Following the proper transfer of an Affordable Unit by the owner thereof, in compliance with the terms and provisions of this Agreement, the transferor of that Affordable Unit shall have no further liability under this Agreement with respect to the sold Affordable Unit.

7.2 Severable Obligations and Liabilities. The parties understand that Affordable Units may be owned by different individuals and entities. The Owner of a particular Affordable Unit, and that Affordable Unit itself shall not be liable for, or encumbered by, the obligations or liabilities under this Agreement associated with any other Affordable Unit or Owner of any other Affordable Unit.

7.3 Non-recourse. Once the Affordable Units are identified on Exhibit "A" and this Agreement has been recorded in the Office of the Summit County Recorder, the various owners, members, directors, officers, managers, employees, agents and contractors of the Developer shall have no personal liability, deficiency or recourse liability under this Agreement. The Developer's liability under this Agreement shall be limited solely to Developer's interest in the Affordable Units and the proceeds therefrom. Developer agrees and represents that as long as it owns any of the Affordable Units, it will disclose to potential buyers of such Units that the Affordable Units are reserved for affordable housing purposes and are subject to the restrictions set forth in this Agreement.

8. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

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

9.1 Recordation. Upon execution and delivery by the Developer and the County, this Agreement shall be recorded and filed in the Official Records of Summit County, Utah.

9.2 Covenants Run with the Land. Developer intends, declares and covenants, on behalf of itself and all future Owners of the Affordable Units, that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Affordable Units shall be covenants running with the land and improvements constituting the Affordable Units, for the benefit of the County, shall encumber the Affordable Units, and shall be binding upon Developer, and all subsequent Owners of the Affordable Units.

10. MISCELLANEOUS

10.1 Notices. Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the Affordable United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. Any notice or demand to the Owner shall be addressed to the address of the Owner appearing on the County tax records. Any notice or demand to the County shall be addressed to the County at the following address:

Summit County Commissioners
P.O. Box 128
Coalville, Utah 84017
Attn: Chair
Fax: (435) 336-3046

The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

10.2 Satisfaction of Development Agreement. The County acknowledges that the designation of the Affordable Units by the Developer as affordable housing, and the recordation of this Agreement in the Office of the Summit County Recorder, shall satisfy the Developer's affordable housing obligations under the Development Agreement. Developer agrees and

represents that as long as it owns any of the Affordable Units, it will disclose to potential buyers of such Units that the Affordable Units are reserved for affordable housing purposes and are subject to the restrictions set forth in this Agreement.

10.3 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

10.4 Third Party Beneficiary. This Agreement is not intended to confer rights on third parties.

10.5 Paragraph Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

10.6 Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

10.7 Modifications. The Parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties hereto and recorded in the Official Records of Summit County, Utah.

10.8 Incorporation of Recitals. The Recitals set forth at the beginning of this Agreement are incorporated herein by this reference.

10.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVELOPER:

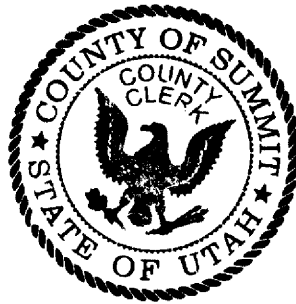
Bear Hollow Village Restoration, LLC,
a Utah limited liability company


By: Hamlet Homes Corporation
a Utah corporation, its managing member

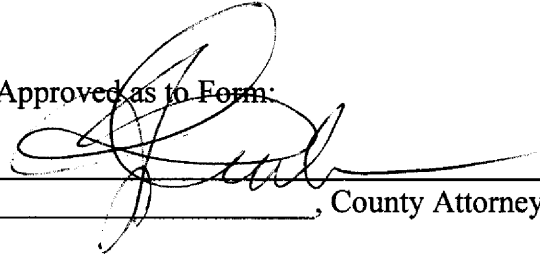
By: 
Michael M. Brodsky, Chairman

COUNTY:

Summit County,
a political subdivision of the State of Utah



By: 
Name: ROBERT RICHER
Its: CHAIRPERSON

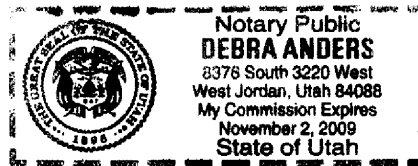
Approved as to Form:

_____, County Attorney

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

The foregoing instrument was acknowledged before me this 2nd day of August 2006, by Michael M. Brodsky the Chairman of Hamlet Homes Corporation, which is the managing member of Bear Hollow Restoration LLC.

Debra Anders
Notary Public
Residing at: West Jordan, UT

My Commission Expires:
Nov 2, 2009



STATE OF UTAH)
 :ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of July 2006, by Robert Becken, Chairman of the Board of County Commissioners of Summit County, State of Utah.

Susan Follett
Notary Public
Residing at: Summit County

My Commission Expires:
20 March 2010

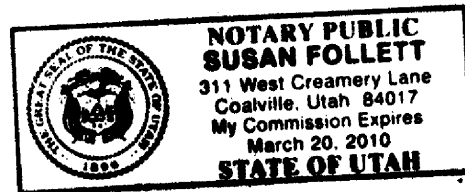


EXHIBIT "A"

Description of Affordable Units

The following Units within the Village SPA are designated as "Affordable Units," and are subject to this Agreement:

LODGES:

Units 1103, 1205, 1305, 1402, 2102, 2208, 3102 and 4204 of the Lodges Condominiums, according to the Condominium Plat of the Lodges recorded in the Office of the Summit County Recorder on _____, as Entry No. _____.

BEAR CLAW:

Units 102, 103, 104, 101, 200, 201, 202 and 203 of the Bear Claw Condominiums, according to the Condominium Plat of the Bear Claw Condominiums recorded in the Office of the Summit County Recorder on _____, as Entry No. _____.

EXHIBIT B
Maximum Sales Price (Excluding Permitted Capital Improvements)

<u>Project/Building</u>	<u>Affordable Unit No.</u>	<u>Classification</u>	<u>Maximum Sales Effective Price as of 10/02/03</u>	<u>Maximum Sales Effective Price as of 07/01/06</u>
Lodges Building A	1103	Category B	\$189,750	\$203,335.03
Lodges Building A	1205	Category B	\$189,750	\$203,335.03
Lodges Building A	1305	Category B	\$189,750	\$203,335.03
Lodges Building A	1402	Category B	\$189,750	\$203,335.03
Lodges Building B	2102	Category B	\$189,750	\$203,335.03
Lodges Building B	2208	Category B	\$189,750	\$203,335.03
Lodges Building C	3102	Category B	\$189,740	\$203,335.03
Lodges Building D	4204	Category B	\$189,750	\$203,335.03
Bear Claw	101	Category C	\$120,750	\$131,104.17
Bear Claw	102	Category B	\$189,750	\$206,020.84
Bear Claw	103	Category B	\$189,750	\$206,020.84
Bear Claw	104	Category B	\$189,750	\$206,020.84
Bear Claw	200	Category C	\$120,750	\$131,104.17
Bear Claw	201	Category C	\$120,750	\$131,104.17
Bear Claw	202	Category C	\$120,750	\$131,104.17
Bear Claw	203	Category B	\$189,750	\$206,020.84

EXHIBIT C

Permitted Capital Improvements

Additions Fireplace Bathroom Deck Porch Patio	Heating & Air Conditioning Heating System Central air conditioning Furnace Duct work Central humidifier Filtration System
Miscellaneous Storm windows, doors Central vacuum Wiring upgrades Security System	Plumbing Soft water system Filtration system
Interior Improvements Built-in appliances Kitchen modernization Flooring Wall-to-wall carpeting	Insulation Attic Walls, floor

368 All Lots of BEAR HOLLOW VILLAGE; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No. BHVS-Lot#

2 All of Lots 101 and 102, BEAR HOLLOW VILLAGE AMENDED, Amending Lots T97, T98, T99, T100, T101, Common Parcel 2 and Laurelwood Condominiums; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No. BHVS-Lot#-AM

4 All of Lots 80 through 82, inclusive, and Lots 401 through 404, inclusive, BEAR HOLLOW VILLAGE 2ND AMENDMENT, Amending Lots T118 through T130, Parcel A, Common Parcel 3 and Sports Park Condominiums; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No. BHVS-Lot#-2AM

5 All of Lots 30 through 36, inclusive, BEAR HOLLOW VILLAGE 3RD AMENDMENT, Amending Lots 30 through 37, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No. BHVS-Lot#-3AM

Beginning at a point on the Easterly line of a 53.00 foot wide utility easement along Oslo Lane, said point being 161.19 feet East, and 519.05 feet North from the Northwest corner of 30, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 82°54'56" East, 70.66 feet; thence North 66°52'36" East, 37.91 feet to the Southwesterly right-of-way line of Kodiak Way; thence along a 160.00-foot radius to the left in said right-of-way line 42.11 feet (chord bears South 30°03'22" East, 41.99 feet) to the beginning of a 15-foot radius curve to the right (Chord bears South 02°11'23" West, 19.20 feet; thence 20.83 feet along said curve to the Northwesterly utility easement line of said Oslo Lane; thence along said utility easement line the following three (3) courses to the point of beginning: (1) South 41°58'30" West, 49.43 feet; (2) 104.11 feet along the arc of a 48.50 foot radius curve to the right (chord bears North 76°31'45" West, 85.25 feet); (3) 67.06 feet along the arc of a 273.50-foot radius curve to the right (chord bears North 08°00'33" West, 66.89 feet). Also known as the future Bear Claw Condominiums.

Tax ID No. PP-77-A-1