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WHEN RECORDED, PLEASE MAIL TO:

Solitude Ski Corporation  
12000 Big Cottonwood Canyon  
Solitude, Utah 84121

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOLITUDE SKI CORP  
12000 BIG COTTONWOOD CANYON  
SOLITUDE UT 84121  
BY: BAP, DEPUTY - WI 31 P.

( A PORTION ONLY OF TAX I. D. # 24-27-226-043 )

**DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SOLITUDE MOUNTAIN ESTATES**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLITUDE MOUNTAIN ESTATES (this "Declaration") is made and executed this 10<sup>th</sup> day of September, 2002, by SOLITUDE SKI CORPORATION, a Delaware corporation ("Declarant").

**RECITALS**

A. Declarant is the owner of certain parcels of real property in the Solitude Village area, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a nine parcel project to be known as Solitude Mountain Estates (the "Project").

B. The Project is located in the Solitude Village, and is also subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Solitude Resort Village (the "Master Declaration") recorded May 5, 1999, as Entry No. 7344959 in Book 8274 at Page(s) 8334 et seq., of the Official Records of the Salt Lake County, Utah Recorder.

C. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

D. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners. Solitude Mountain Estates Homeowners Association, a homeowners' association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

**DECLARATION**

NOW, THEREFORE, it is hereby declared that the Project and all Parcels therein shall be subject to and encumbered by this Declaration and the Master Declaration, and shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with,

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the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## I. DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

(b) "Association" shall mean the Solitude Mountain Estates Homeowners Association, a Utah nonprofit corporation or limited liability company, organized or to be organized to administer and enforce the covenants and to exercise the rights, powers and duties set forth in this Declaration.

(c) "Board" shall mean the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

(e) "Committee" shall mean and refer to the Architectural Control Committee for the Village established pursuant to the Master Declaration.

(f) "Common Area" shall mean all land within the Project, if any, that is designated as Common Area by this Declaration and areas shown or otherwise designated as Common Area on the Plat.

(g) "Common Expenses" shall mean all expenses and assessments levied on the Project or the Association under the Master Declaration and/or by the Master Association, and all expenses for maintenance, utilities and taxes incurred on or in connection with Common Areas within the Project, all insurance premiums, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association, and all other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or its Bylaws.

(h) "Declarant" shall mean and refer to Solitude Ski Corporation, a Delaware corporation, and/or any successor to said company which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.

(i) "Maintenance Charges" shall mean any and all costs assessed against an Owner's Parcel and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties and collection costs incurred in connection with delinquent Annual or Special Assessments pursuant to Section 4.6.

(j) "Master Association" means the Association established pursuant to the Master Declaration, to manage and supervise the Solitude Village.

(k) "Master Declaration" shall have the meaning given that term in Recital B above.

(l) "Member" shall mean any person holding a membership in the Association pursuant to the provisions of Section 2.1.

(m) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Parcel. If there is more than one record holder of legal title to a Parcel, each record holder shall be an "Owner."

(n) Parcel shall mean any of the nine separately designated and numbered and individually described parcels of land shown as a Parcel on the Plat and intended for private use and ownership. The Parcels consist of six hillside Parcels designated as Parcels 1 through 6 inclusive, and three lower area Parcels designated as Parcels 7 through 9 inclusive. The legal description corresponding to each Parcel is set forth on the Plat and on Exhibit "A" attached hereto and incorporated herein.

(o) "Plat" shall mean and refer to the duly approved and recorded plat filed herewith in the office of the Salt Lake County Recorder, entitled Solitude Mountain Estates.

(p) "Project" shall mean the Solitude Mountain Estates, as shown on the Plat and governed by this Declaration.

(q) "Property" shall mean and refer to those certain parcels of property located in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" hereof.

(r) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3.

(s) "Village" shall mean the Solitude Resort Village as identified and described in the Master Declaration.

## II. MEMBERSHIPS AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Parcel. Membership in the Association shall be mandatory and shall be appurtenant to the Parcel in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Parcel, and any such transfer shall automatically transfer the membership appurtenant to such Parcel to the new Owner thereof.

2.2 Voting Rights. The Association shall have the following-described two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Parcel in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Parcel shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Parcel. Which of the multiple Owners of a single Parcel shall cast the vote on the basis of that Parcel is determined under Section 2.3 of this Article II.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Parcel in which the interest required for membership in the Association is held. The Class B membership shall cease and the Declarant shall become a Class A Member upon the first to occur of the following: (i) the expiration of one hundred and twenty (120) days after fee titles to seventy-five percent (75%) of the Parcels contained in the Project have been conveyed by Declarant to purchasers; or (ii) the expiration of fifteen (15) years after the date on which Declarant first conveys to a purchaser fee title to a Parcel.

2.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Parcel, the vote relating to such Parcel shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Parcel concerned unless an objection is immediately made by another Owner of the same Parcel. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.4 Lists of Owners. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Parcel which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Parcel, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Parcel ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Parcel or Parcels which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Parcel owned by such person unless the Association is otherwise advised.

### III. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation or limited liability company charged with the duties and invested with the powers prescribed by law and set forth in its Articles and Bylaws and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted

so as to be inconsistent with this Declaration. As set forth above, the Project is intended to be operated in cooperation with and consistent with the overall Solitude Resort Village, and will be subject to the common assessments as set forth in subsections 1(f) and 1(g) above.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three (3) natural persons, who need not be Members of the Association. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager or any other employee of the Association.

3.3 Personal Liability. Neither the Declarant, any officer, director or shareholder of Declarant, nor any member of the Board, officer, manager or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

#### IV. ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, except Declarant, by acceptance of a deed to a Parcel is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, (c) Maintenance Charges, and (d) Master Association Assessments provided by under the Master Declaration, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments, Maintenance Charges and Master Association Assessments, together with interest, costs and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Parcel to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Parcel against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Parcel, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing lien upon the Parcel against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Parcel at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed by the Association in substantially the same manner as provided for non-judicial foreclosure of deeds of trust on real property upon the recording of a Notice of Delinquent Assessment or charge as set forth in Section 4.6 hereof. The Association shall be entitled to purchase the Parcel at any foreclosure sale. Notwithstanding anything in this Declaration to the contrary, to the extent permitted under the Master Declaration, Declarant shall not be charged, and is exempt from paying, any assessments, whether Annual, Special, Maintenance, or Master Association, or otherwise, with respect to Parcels owned by Declarant. In the event the Master Association levies assessments on the Project or Association as a whole, rather than on

individual Parcels, the Association shall in turn pro-rate such assessments to the individual Parcels and Parcel Owners as provided herein.

4.2 Annual Assessments. Commencing on September 1, 2003, an Annual Assessment shall be made against each Parcel, except any Parcel owned by Declarant, for the purpose of paying (or creating a reserve for) Common Expenses. The initial Annual Assessment for all Parcels, except any Parcel owned by Declarant, shall be established by the Board as a set amount per Parcel. The Board shall set the amount of the Annual Assessment each year. The Board shall have the right, as it determines, to collect the Annual Assessment on a monthly or quarterly basis.

(a) After September 1, 2004, the Annual Assessment may be increased each year by not more than twenty-five percent (25%) above the Annual Assessment for the previous year without a vote of the Members as required by subsection (b) of this Section 4.2.

(b) From and after September 1, 2004, the Annual Assessment may be increased above twenty-five percent (25%) by a vote of sixty-six and two-thirds percent (66.66%) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, except with respect to Parcels owned by Declarant, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, or for the purpose of defraying other extraordinary expenses; provided that any such assessment shall have the assent of a majority of the total number of votes held by the Members who are voting in person or by proxy at a meeting duly called for such purpose.

4.4 Uniform Rate of Assessment. Annual Assessments shall be fixed at a uniform rate for all Parcels, except those owned by Declarant, and may be collected on a yearly basis or more frequently if the Board shall so determine.

4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the fiscal year beginning September 1, 2003. The Board, in its sole discretion from time to time, may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each Parcel at least thirty (30) days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Parcel have been paid.

4.6 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty (30) days after the due date until paid at the legal rate of interest or other reasonable rate not to exceed the legal rate, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Parcel as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Association or a member of the Board, set forth the amount of the unpaid assessment, the name of the delinquent Owner, and a description of the Parcel. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency, and recording a release of such lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against such Owner's Parcel. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his or her Parcel. Notwithstanding anything in this Declaration to the contrary, Declarant shall not be charged and is exempt from paying any assessments, whether Annual, Special, Maintenance, or otherwise, with respect to Parcels owned by Declarant.

4.7 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Parcel as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Parcel. Sale or transfer of any Parcel shall not affect the Assessment Lien.

## V. MAINTENANCE

5.1 Common Areas. To the extent of any Common Area in the Project now or in the future, the Association, or its duly delegated representative, shall contract with the Master Association or the Solitude Mountain Resort for services to maintain and otherwise manage all Common Areas in the Project, if any. This maintenance will include the designated Common Areas, and a pro-rata portion of assessments made by the Master Association pursuant to the Master Declaration, to the extent such assessments are not made directly to the Parcel Owner by the Master Association. Subject to the rights of the Master Association under the Master Declaration, and the other requirements of the Master Declaration, the Board shall be the judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative.

5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the willful or negligent act of any Owner (except Declarant), his or her family, guests or invitees, the cost of

such maintenance or repairs shall be added to and become part of the Maintenance Charge to which such Owner's Parcel is subject and shall be secured by the Assessment Lien.

5.3 Improper Maintenance. In the event any portion of any Parcel, except Parcels owned by Declarant, is so maintained as to violate the provisions of the Master Declaration or to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Parcels or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Parcel, except Parcels owned by Declarant, is being used in a manner which violates this Declaration; or in the event any Member, except Declarant, is failing to perform any of its obligation under this Declaration, the Master Declaration, or the architectural guidelines and standards of the Committee established pursuant to the Master Declaration, the Board, or the Committee, may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Member that unless corrective action is taken within fourteen (14) days, the Board, or the Committee, may cause such action to be taken at such Owner's cost. If at the expiration of such fourteen (14) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge and shall be secured by the Assessment Lien.

## VI. RIGHTS AND POWERS OF ASSOCIATION

6.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws.

6.2 Rights of Enforcement. The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association or Declarant shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If the Association prevails in any proceeding at law or in equity to enforce the provisions of this Declaration, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Insurance. The Association may obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary or as may be required under the Master Declaration.

## VII. ARCHITECTURAL CONTROL COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be consistent with and conform to all requirements of the Master Declaration, and shall be subject to design



review by the Architectural Control Committee established under the Master Declaration, or other committee designated by the Master Association (the "Committee").

7.2 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration, the Master Declaration and the Master Association's Bylaws and to carry out the provisions set forth therein. To the extent required by the Committee, a Parcel Owner shall be required to pay a Three Hundred Dollar (\$300) Design Review Fee to the Committee before any home plans shall be reviewed or approved by the Committee. The Three Hundred Dollar (\$300) fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Parcel Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in constructions.

## VIII. COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Land Use and Building Type. No Parcel shall be used for other than single family dwellings. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two (2) stories in height (not counting the basement) and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior written approval of the Committee. Carports may not be built. Single story houses shall have a minimum of one thousand five hundred (1,500) finished square feet of main floor area above finished grade, not counting the basement. Two-story houses shall have a minimum of two thousand five hundred (2,500) finished square feet of main floor area above finished grade, not counting the basement. Unless approved in advance by the Declarant in writing, no houses shall have more than three bedrooms or more than three baths. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee. The approved building area for each Parcel shall be as set forth in the recorded Plat.

8.2 Architectural Control. Because the Project is part of a master planned development known as the Solitude Village, the quality, compatibility and economic viability of the Project will materially affect the success and value of the Solitude Village and the Solitude Mountain Resort, and to that end all construction shall comply with the Master Declaration and be subject to approval by the Committee. In addition, specifically with respect to the Project, to maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. No fences shall be built or permitted.

All subsequent additions to or changes or alterations in any building including exterior materials and color scheme, and all changes in the grade on any Parcel, shall be subject to the prior written approval of the Committee and compliance with applicable provisions of the Master Declaration. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Salt Lake County.

No construction of home or landscaping may commence without approval by the Committee of the working drawings.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and showing existing and finished grades.
- (d) Detailed sections, cross and longitudinal.
- (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

8.3 Construction Quality, Size and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. All exterior material shall be new, except pre-approved used-brick, and consist of brick, rock, stucco, approved wood, or combination approved in writing by the Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes shall be permitted in the Project. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No awning, canopy, deck, antenna, shutter, or other item or object shall be hung, be displayed, be visible or otherwise be placed on the exterior walls or roof of any Building in the Project or any part thereof, or on the outside of windows, or doors, without the prior written consent of the Association and the Committee. No pre-manufactured homes shall be permitted. No propane tanks, gas tanks or other fuel storage tanks shall be permitted. No flat roofs shall be permitted in the Project without prior written approval of the Committee. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall

be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

8.4 Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed eighteen (18) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the eighteen (18) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project. No construction on any Parcel shall interfere with access to any other Owner's Parcel. Hours of construction, and access and staging for construction, shall be as designated by the Master Association.

8.5 Building Location. No building shall be located on any Parcel nearer to the front lot line, the rear lot line or side lot lines than the minimum building set-back lines set forth on the Plat.

8.6 Landscaping. Any trees, shrubs, or other planting on a Parcel shall be native species and shall be properly nurtured and maintained by the Parcel Owner. All landscape plans must be approved in advance by the Committee.

Only such foliage shall be removed from each Parcel as is necessary for clearing the driveway, excavating for the foundation, and for a small patio area. Tree removal shall be kept to a minimum and removal of any tree over ten inches in diameter requires approval of the Committee, except as to trees located inside the footprint of an approved building site. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Parcels is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Committee. All landscaping must comply with all applicable governmental ordinances.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Parcel or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Landscaping may include a combination of natural shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

(a) Deadline for Completion of Landscaping. All approved landscaping shall be completed within six (6) months of substantial completion of the building;

(b) Revegetation of Slopes. Where any slope on any Parcel has a slope of thirty percent (30%) or greater, in addition to compliance with any applicable

governmental requirements, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

8.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

8.8 Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee.

8.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited without the prior written approval of the Committee. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. TV dishes of twenty inches or less in diameter will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one (1) story level will rarely be given. All power lines and similar type cables shall be buried underground. No short-wave radio antennas may be constructed on any Parcel or attached to any structure thereon without the prior written approval of the Committee.

8.10 Nuisances; Construction Activities. Prior to commencing construction on a Parcel an Owner shall post with the Association a two thousand dollar (\$2,000.00) cash construction bond to cover any damage done by Owner or their contractors, subcontracts and materialmen to streets, sidewalks, curbs and utilities lines and pipes, or any clean-up expense caused by such construction activities. If no damage is done, and no repairs or clean up is required from such Owners construction activities, the bond, or the remaining portion thereof shall be refunded to Owner within sixty days of completion of construction activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Parcel, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No construction fires are permitted and no other nuisance shall be permitted to exist or operate upon any Parcel, so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Parcel shall not be considered a nuisance or otherwise prohibited by this Declaration, but Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on

any Parcel during construction of improvements must be kept on the Parcel and may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street location within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on roads within the Property for brief periods of time (i.e., less than two (2) hours). Overnight parking is prohibited on the roads in the Project and should generally be restricted to driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted, except in connection with Resort operations, or for emergencies. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited as set forth in the Master Declaration.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operations of any kind shall be permitted upon any Parcel.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit anything or condition to exist upon any Parcel which shall induce, breed, or harbor infectious plan diseases or noxious insects.

All snow from a Parcel shall be retained and stored on such Parcel unless otherwise permitted by the Master Association in a designated snow stacking area.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

8.11 Signs. Except as provided in this Section 8.11, no signs of any kind shall be displayed to public view on any Parcel. Notwithstanding the foregoing, signs used by a builder or developer may be up to six (6) square feet in size and may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Parcel is prohibited. For sale and for rent signs are prohibited.

8.12 Animals. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. No animals, including dogs, cats, birds, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Parcel. This restriction extends to and includes ordinary household pets, but excludes legitimate "assistance animals" used for the purpose of assisting the disabled or challenged, provided that Owners utilizing assistance animals must comply with all governmental requirements or Solitude Village requirements related to such animals including without limitation Sale Lake County Watershed regulations.

8.13 Repair of Building. No building or structure on any Parcel shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 8.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

8.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Parcel shall be further subdivided or separated into smaller parcels by any Owner, and no portion less than all of any such Parcel, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivisions, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Parcel without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Parcel and no applications for variances or use permits shall be filed with any governmental authority unless the proposed uses of the Parcel has been approved by the Board and the Committee and the proposed use otherwise complies with this Declaration.

8.15 Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two (2) stories (not counting the basement) or thirty-five (35) feet to the apex of the roof, whichever is less. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the highest point (apex) of the roof. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If Salt Lake County Ordinances are more restrictive, then they shall govern.

8.16 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Parcel, and no persons shall enter into any Parcel for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee.

8.17 Building Material Storage. No building material of any kind or character shall be placed or stored upon any Parcel until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Parcel upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

8.18 Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water tank access and lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water tank lines or which may change the direction of flow of drainage channels in the areas or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Parcels and all improvements in it shall be maintained continuously by the

Owner of the Parcels, except for those improvements for which a public authority or utility company is responsible.

8.19 Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. The color, materials and pattern for paving must be approved in advance by the Committee. Gravel areas are not permitted.

8.20 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be non-reflective and compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

8.21 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards without the prior written consent of the Committee. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar area ramps, which structures shall be prohibited. Fencing and walls shall not be constructed. Use of landscaping materials for hedges and screening is encouraged.

8.22 Parking and Storage. No parking shall be permitted in the streets and roads in the Project. No major mechanical work or repairs are to be conducted in streets or front yards. No inoperative automobile or vehicle shall be placed or remain on any Parcel adjacent street for more than forty-eight (48) hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Parcel or within the side yard buildings setback on the street side of a corner Parcel, or on the residential street except while engaged in transportation. No trailers, mobile homes, recreation vehicles, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored on a Parcel. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or the front yard set back requirements of a given Parcel. This open space shall remain unoccupied and unobstructed by building, vehicles, and/or hard surfaces such as asphalt, concrete, and paved surfaces from this time hence forth and forever.

8.23 Water Discharge. It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure of from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Parcel. This is intended to require that the Owner maintains water on his property.

8.24 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

## IX. AMENDMENTS.

9.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting seventy-five percent of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if at least ninety-percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Salt Lake County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

9.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting seventy-five percent of the votes at the election voted affirmatively for the adoption of the amendment.

## X. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

10.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

10.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of twenty-one (21) years following the death of the last survivor of the issue of David L. DeSeelhorst and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 9.1 hereof.



10.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

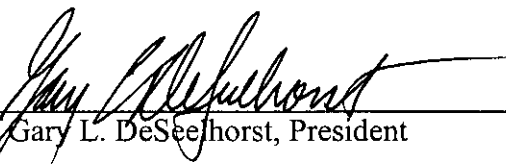
10.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements. In addition, Declarant and its successors and assigns shall retain rights of ingress and egress for pedestrians, skiers and vehicles, utilities and otherwise over the Property for the benefit of Solitude's property at the Resort and skiways around and within the Property. Without limiting the generality of the foregoing, each Owner agrees that Solitude Ski Corporation shall have nonexclusive rights of ingress and egress for pedestrians, skiers, vehicles and utilities over and off of any roads and shall be entitled to a nonexclusive easement over all roads. Each conveyance of a Parcel is and shall be subject to utility ingress and egress, skiway, access and development covenants and restrictions in favor of Declarant and its successors and assigns.

10.6 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 10<sup>th</sup> day of September, 2002.

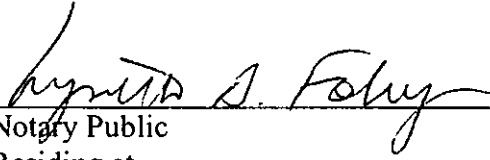
SOLITUDE SKI CORPORATION, a Delaware corporation

By

  
\_\_\_\_\_  
Gary L. DeSeehorst, President

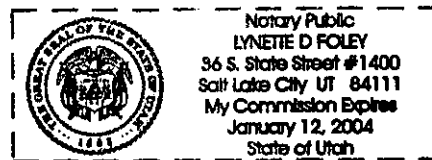
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On the 10 day of September, 2002, personally appeared before me Gary L. DeSeelhorst, who being by me duly sworn, did say that he is the duly authorized President of Solitude Ski Corporation, a Delaware corporation, and that the within and foregoing instrument was signed in behalf of the Corporation by authority of its Bylaws, and that the Corporation executed the same.

  
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:

1-12-2004





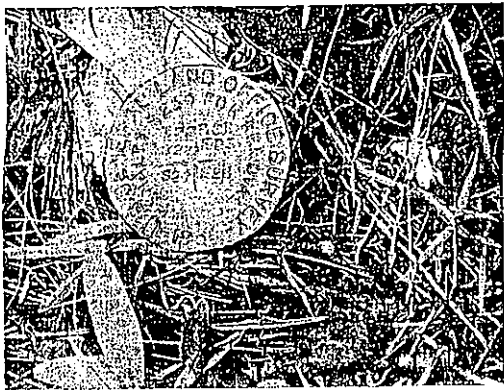
Access Easement #2 From SR-152 to Parcels 7 through 9:

A 20.00 foot wide, (10.00 feet parallel and concentric with the following described center line), non exclusive Easement for Ingress and Egress purposes over the following described strip of land being a part of the Little Dollie Mining Claim, (United State Mineral Survey Number 4960), owned in fee simple by Solitude Ski Corporation. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 south, Range 3 East, Salt Lake Base and Meridian. Subject parcel being more particularly described as follows:

Beginning at a point on the Southerly right of way line of SR-152 said point being located South 89°48'56" East 371.79 feet coincident with the North line of the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian and South 00°11'04" West 228.04 feet from the G.L.O. brass cap monument monumentalizing the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence Easterly 85.89 feet along the arc of a 61.94 foot radius curve to the left (center bears South 61°29'54" East) through a central angle of 79°26'49" to a point of tangency; Thence South 50°56'43" East 89.29 feet to a point of curvature; Thence Southeasterly 28.57 feet along the arc of a 93.62 foot radius curve to the right (center bears South 34°18'20" West) through a central angle of 17°29'16" to a point of tangency; Thence South 31°17'23" East 60.07 feet; Thence South 25°36'29" East 39.38 feet; Thence South 63°38'04" West 127.68 feet to a point of curvature; Thence Northwesterly 74.64 feet along the arc of a 62.50 foot radius curve to the right (center bears North 26°21'56" West) through a central angle of 68°25'36" to a point of tangency; Thence North 47°56'19" West 185.18 feet to a point of curvature; Thence Northwesterly 24.03 feet along the arc of a 49.00 foot radius curve to the right (center bears North 42°03'41" East) through a central angle of 28°05'56" to a point of tangency; Thence North 19°50'23" West 62.74 feet to a point of curvature; Thence Northerly 19.52 feet along the arc of a 49.00 foot radius curve to the right (center bears North 70°09'37" East) through a central angle of 22°49'34" to a point of tangency; Thence North 02°59'10" East 22.74 feet to a point of curvature; Thence Northerly 5.85 feet along the arc of a 38.00 foot radius curve to the right (center bears South 87°00'50" East) through a central angle of 08°48'49" to a point of tangency; Thence North 11°48'00" East 30.00 feet to a point of curvature; Thence Northwesterly 43.72 feet along the arc of a 38.00 foot radius curve to the left (center bears North 78°12'00" West) through a central angle of 65°55'19" to a point of tangency; Thence North 54°07'19" West 82.96 feet to a point of terminus.

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3K8649PG8068



Northeast Corner Section 27

SURVEYOR'S NARRATIVE:

Psomas was retained by Solitude Ski Corporation to perform a Boundary Survey of a portion of their holdings in the Giles Flat & Little Dollie Mining Claims, and Subdivide that portion into the 8 parcels shown on this Record of Survey. The parcels shown hereon have been created in accordance with the approved Solitude Village Master Plan and at the request of the owners. All property corners have been marked with a #5 rebar 2 feet in length and a yellow plastic cap stamped Psomas.

*David E. Hawkes*  
September 14, 2002  
David E. Hawkes  
P.L.S. No. 356548

NOTE:

The parcels shown hereon shall include such non-exclusive easements and licenses held by the seller for ingress and egress from the parcel to be sold (regardless of whether such rights are included in the legal description of the properties), including, but not limited to non-exclusive vehicular and pedestrian access and utility easements. Seller shall retain rights of ingress and egress for pedestrians, skiers, vehicles and utilities and otherwise over the subject property for the benefit of seller's adjacent property at the resort and ski ways around and within the subject property. Without limiting the generality of the foregoing, purchaser agrees that seller shall have non-exclusive rights of ingress and egress for pedestrians, skiers, vehicles and utilities over and off the roads constructed by purchaser, and seller shall be entitled to a non-exclusive easement for the construction of roads, trails, ski lifts, etc.. to sellers and other property at the resort.

Access Easement #1 From SR-152 to Parcels 1 through 5:

A 20.00 foot wide, (10.00 feet parallel and concentric with the following described center line), non exclusive Easement for Ingress and Egress purposes over the following described strip of land being a part of the Little Dollie and Giles Flat Mining Claims, (United State Mineral Survey Number 4960), owned in fee simple by Solitude Ski Corporation. Basis of Bearing for subject parcel being South 89°48'56" East 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 south, Range 3 East, Salt Lake Base and Meridian. Subject parcel being more particularly described as follows:

Beginning at a point on the Southerly right of way line of SR-152 said point being located South 89°48'56" East 371.79 feet coincident with the North line of the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian and South 00°11'04" West 228.04 feet from the G.L.O. brass cap monument monumentalizing the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence Easterly 85.89 feet along the arc of a 61.94 foot radius curve to the left (center bears South 61°29'54" East) through a central angle of 79°26'49" to a point of tangency; Thence South 50°56'43" East 89.29 feet to a point of curvature; Thence Southeasterly 28.57 feet along the arc of a 93.62 foot radius curve to the right (center bears South 34°18'20" West) through a central angle of 17°29'16" to a point of tangency; Thence South 31°17'23" East 60.07 feet; Thence South 25°36'29" East 87.08 feet to a point of curvature; Thence Southeasterly 20.23 feet along the arc of a 300.00 foot radius curve to the right (center bears South 64°51'37" West) through a central angle of 03°51'52" to a point of tangency; Thence South 21°16'32" East 145.98 feet; Thence South 28°19'28" East 106.94 feet to a point of curvature; Thence Southerly 210.76 feet along the arc of a 580.00 foot radius curve to the right (center bears South 63°27'47" West) through a central angle of 20°49'11" to a point of tangency; Thence South 05°43'00" East 89.91 feet; Thence South 04°45'59" East 100.93 feet to a point of curvature; Thence Southerly 37.62 feet along the arc of a 300.00 foot radius curve to the right (center bears South 85°14'01" West) through a central angle of 07°11'02" to a point of tangency; Thence South 02°25'03" West 45.95 feet to a point of curvature; Thence Southerly 19.95 feet along the arc of a 300.00 foot radius curve to the left (center bears South 87°34'57" East) through a central angle of 03°48'34" to a point of tangency; Thence South 01°23'31" East 63.59 feet to a point on the North boundary line of that particular parcel of land transferred to James A. Kane III and Ida K. Kane Parcel by that certain Quit Claim Deed recorded as Entry Number 8136815, in Book 8561, at Pages 495 - 496 of the Salt Lake County Records.

SOLITUDE MOUNTAIN ESTATES  
RECORD OF SURVEY

PSOMAS

2825 East Cottonwood Parkway, Suite 120  
Salt Lake City, Utah 84121  
(801) 270-5777 (801) 270-5782 (FAX)

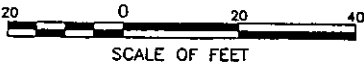
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SHEET					
1					
4					

6908964989E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	45.65	187.50
C2	23.02	147.50
C3	113.43	102.50
C4	92.01	77.50
C5	23.55	15.00
C6	22.39	15.00
C7	26.93	172.50
C8	51.73	212.50

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.34	S01°23'31"E
L2	40.25	S15°20'25"E
L3	74.94	S24°17'01"E
L4	7.50	N39°12'46"E
L5	98.17	S61°15'24"W
L6	104.94	N61°15'24"E
L7	19.85	N24°17'01"W
L8	40.25	N15°20'25"W
L9	20.95	N01°23'31"W

CENTER LINE TABLE		
LINE / CURVE	LENGTH	BEARING / RADIUS
CLL11	21.15	S01°23'31"E
CLL12	40.25	S15°20'25"E
CLL13	75.06	S24°17'01"E
CLL14	7.96	S39°12'46"W
CLC9	48.69	200.00
CLC10	24.69	160.00
CLC11	95.40	90.00

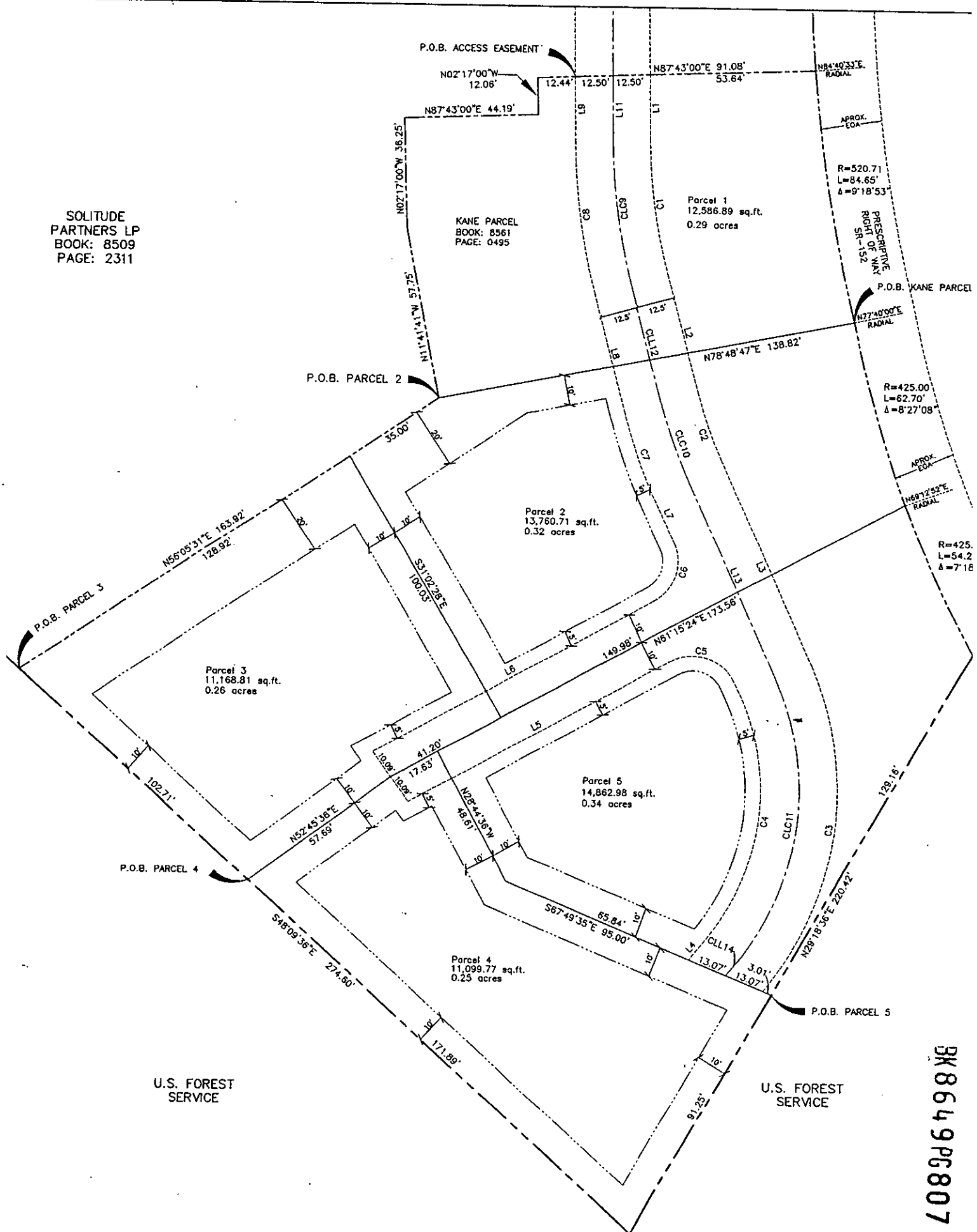


# LEGEND

GILES FLAT BOUNDARY	----
PROPERTY LOT LINES	=====
ACCESS EASEMENT	- - - - -
PARCEL BOUNDARY	=====
HILLSIDE PARCEL 2	=====
CENTER LINE ROAD	=====
BUILDING PAD LIMITS	-----

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DK 8649 PG 8071




SEE SHEET 4 OF 4  
FOR PARCEL DESCRIPTIONS

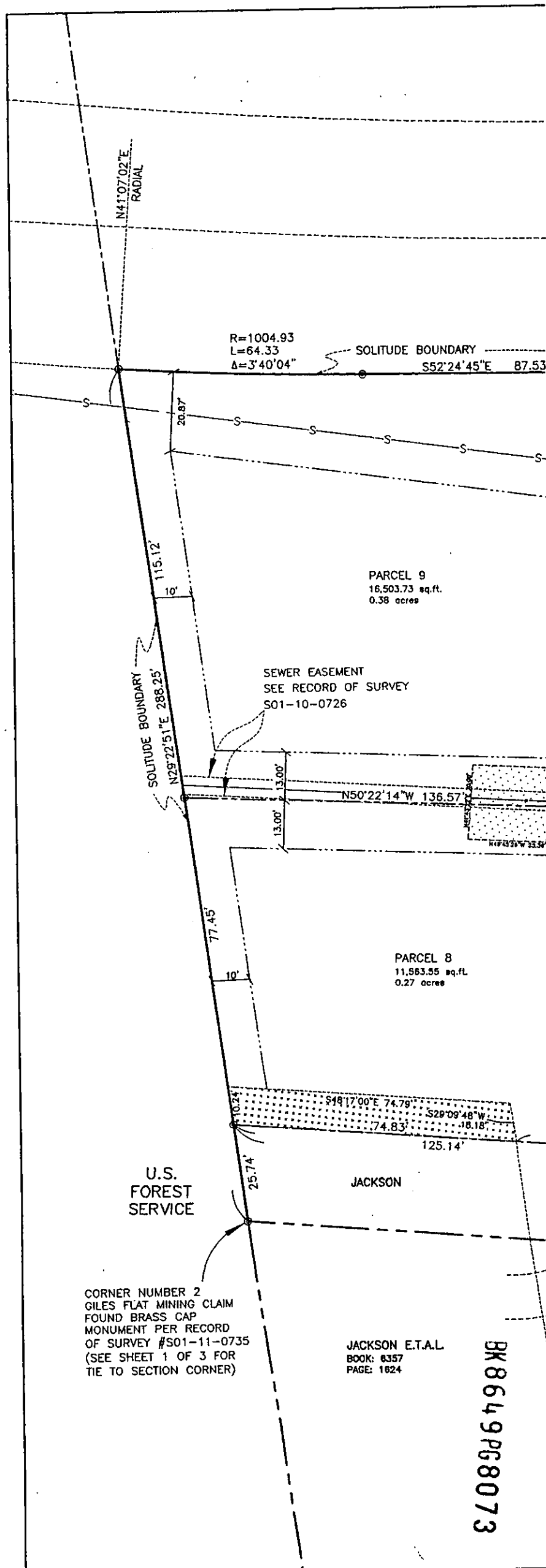
NOTE:

The parcels shown hereon shall include such non-exclusive easements and licenses held by the seller for ingress and egress from the parcel to be sold (regardless of whether such rights are included in the legal description of the properties), including, but not limited to non-exclusive vehicular and pedestrian access and utility easements. Seller shall retain rights of ingress and egress for pedestrians, skiers, vehicles and utilities and otherwise over the subject property for the benefit of seller's adjacent property at the resort and ski ways around and within the subject property. Without limiting the generality of the foregoing, purchaser agrees that seller shall have non-exclusive rights of ingress and egress for pedestrians, skiers, vehicles and utilities over and off the roads constructed by purchaser, and seller shall be entitled to a non-exclusive easement for the construction of roads, trails, ski lifts, etc., to sellers and other property at the resort.

PARCELS 1,2&5 ARE SUBJECT TO THE EFFECTS OF A PRESCRIPTIVE ROW FOR SR152.

	
DATE	09-13-2002
SCALE	1" = 20'
PROJECT NO.	8501010500
SOLITUDE MOUNTAIN ESTATES RECORD OF SURVEY PARCELS 1-5	
<b>PSOMAS</b> 2825 East Cottonwood Parkway, Suite 120 Salt Lake City, Utah 84121 (801) 270-5777 (801) 270-5782 (FAX)	
DESIGNED	DEH
DRAWN	PAM
CHECKED	DEH
SHEET	2 4

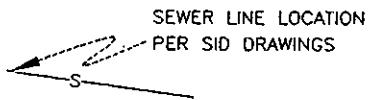




SR-152

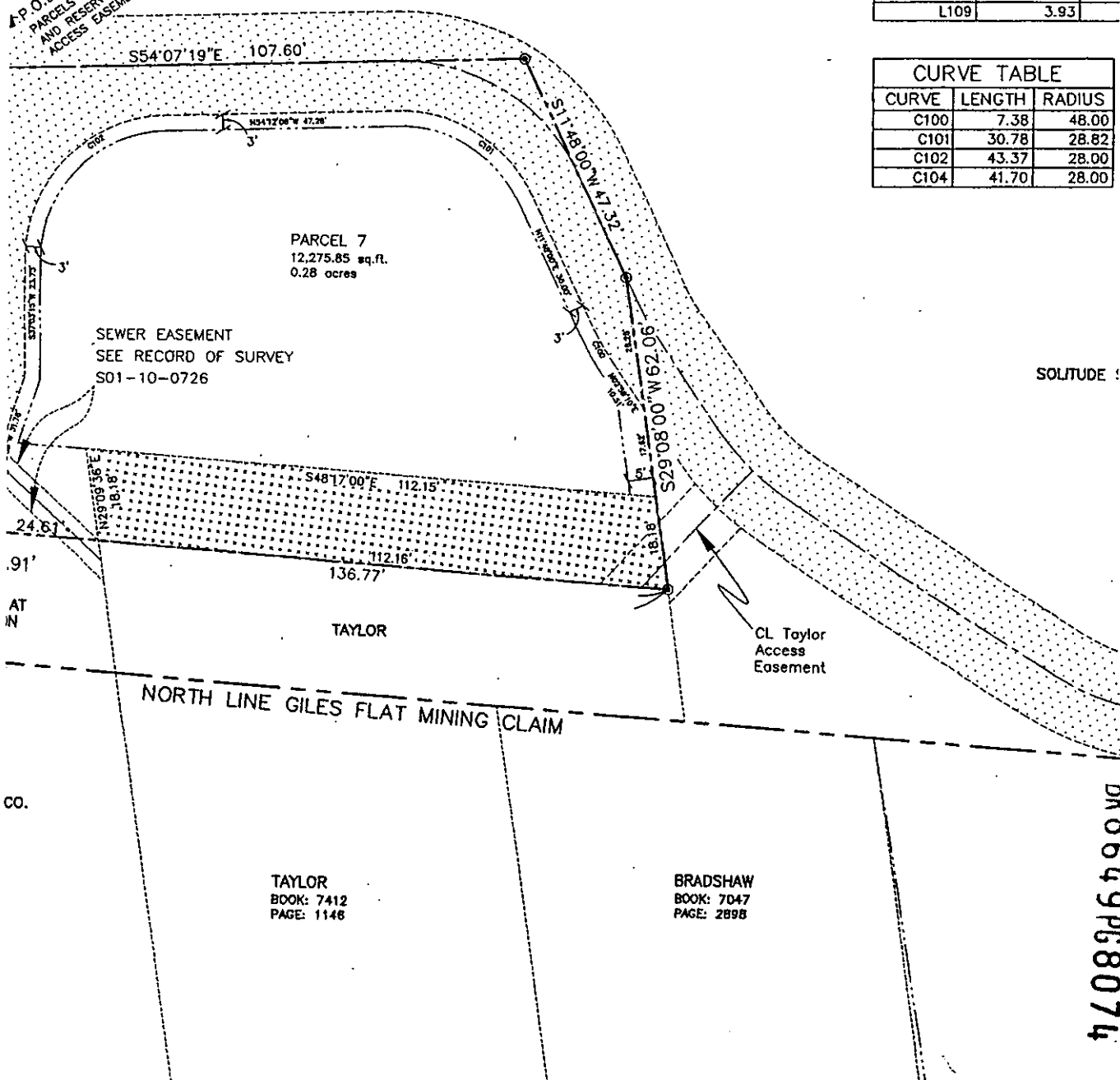
SOUTH ROW LINE SR-152

NORTH BOUNDARY LINE SOLITUDE SKI RESORT



SOLITUDE SKI CORPORATION

A.P.O.B.  
PARCELS 7, 8 & 9  
AND RESERVED  
ACCESS EASEMENTS



LINE TABLE		
LINE	LENGTH	
L108	12.58	
L109	3.93	

CURVE TABLE		
CURVE	LENGTH	RADIUS
C100	7.38	48.00
C101	30.78	28.82
C102	43.37	28.00
C104	41.70	28.00

SOLITUDE

CO.

TAYLOR  
BOOK: 7412  
PAGE: 1146

BRADSHAW  
BOOK: 7047  
PAGE: 2898

BK8649PG8074

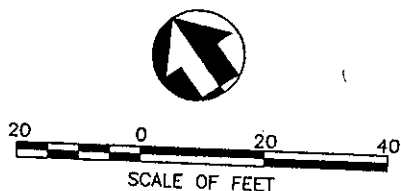


DATE 09-13-2002

SCALE 1" = 20'

PROJECT NO. BSOL010500

SOLITUDE MOUNTAIN ESTATES  
RECORD OF SURVEY  
PARCELS 7-9



LEGEND

- SOLITUDE'S BOUNDARY
- PARCEL BOUNDARY
- CENTER LINE ROAD
- ACCESS EASEMENT
- SET BAR AND CAP
- FOUND MONUMENT
- BUILDING PAD LIMITS
- NO CUT EASEMENT
- ACCESS EASEMENT

NOTE:

The parcels shown hereon shall include such non-exclusive easements and licenses held by the seller for ingress and egress from the parcel to be sold (regardless of whether such rights are included in the legal description of the properties), including, but not limited to non-exclusive vehicular and pedestrian access and utility easements. Seller shall retain rights of ingress and egress for pedestrians, skiers, vehicles and utilities and otherwise over the subject property for the benefit of seller's adjacent property at the resort and ski ways around and within the subject property. Without limiting the generality of the foregoing, purchaser agrees that seller shall have non-exclusive rights of ingress and egress for pedestrians, skiers, vehicles and utilities over and off the roads constructed by purchaser, and seller shall be entitled to a non-exclusive easement for the construction of roads, trails, ski lifts, etc.. to sellers and other property at the resort.

**PSOMAS**

2825 East Cottonwood Parkway, Suite 120  
Salt Lake City, Utah 84121  
(801) 270-5777 (801) 270-5782 (FAX)

DESIGNED

DEH

DRAWN

PAM

CHECKED

DEH

SHEET

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BK8649PG8075

**LEGAL DESCRIPTION KANE PARCEL (PARCEL 1):**  
**(ENTRY 8136815, BOOK 8561, PAGE 0495):**

A parcel of land lying and situate in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.29 acres out of the Giles Flat Mining Claim, (United States Mineral Survey Number 4960). Basis of bearing for subject parcel being North 89°48'56" West 1309.22 feet between the brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Subject parcel being more particularly described as follows:

Beginning at a point which is located South 89°48'56" East 815.64 feet along the North line of said Sixteenth (16th) Section and South 00°11'04" West 1400.35 feet from the G.L.O. brass cap monument monumentalizing the Northwest corner of said Sixteenth (16th) Section, (said point also being located North 12°35'55" East 309.11 feet from the Iron Pipe and Stone Mound monument monumentalizing corner #4 of said Mining Claim); Thence South 78°48'47" West 138.82 feet; Thence North 11°41'41" West 57.75 feet; Thence North 02°17'00" West 35.25 feet to the Southwest corner of Alpine Creek Condominiums, "Building A", recorded as Entry Number 6438699, in book 7473, at page 1856 of the Salt Lake County Records; Thence coincident with the Southerly line of said property the following 3 (three) courses: (1) North 87°43'00" East 44.19 feet; (2) North 02°17'00" West 12.06 feet; (3) North 87°43'00" East 91.08 feet to a point on the arc of a 520.71 foot radius curve; Thence 84.65 feet along the arc of said 520.71 foot radius curve to the left (center bears North 84°40'33" East) through a central angle of 09°18'53" to the Point of Beginning.

Reserving there upon a 25.00 foot easement for access and utility purposes, lying 12.5 feet each side of the following described centerline:

Beginning at a point on the South line of subject parcel said point being located South 78°48'47" West 67.70 feet from the Southeast corner of the above described parcel; Thence North 15°20'25" West 25.49 feet to a point of curvature; Thence 48.69 feet along the arc of a 200.00 foot radius curve to the right (center bears North 74°39'35" East) through a central angle of 13°56'54" to a point of tangency; Thence North 01°23'31" West 21.15 feet to a point on the North line of the above described parcel.

Together with those particular Easements, Rights-of-Way, Covenants, Conditions and Ordinances associated with membership in the Solitude Master Village Association, those particular Easements, Rights-of-Way, Terms, Covenants, Conditions and Ordinances of record and enforceable by law, and those terms and conditions set forth in that certain unrecorded Agreement between Solitude Ski Corporation and Jim Kane, dated October 04, 2000, and that certain unrecorded amendment to said Agreement dated October 18, 2000.

**LEGAL DESCRIPTION PARCEL 2:**

A parcel of land lying and situate in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.32 acres out of the Giles Flat Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-043 of the Salt Lake County Tax Records. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at the Southwest corner of the James A. Kane, III, and Ida K. Kane parcel, evidenced by that certain Quit Claim Deed recorded as Entry Number 8136815, in Book 8561, at Pages 495 - 496 of the Salt Lake County Records said point being located South 23°34'03" West 178.83 feet and South 29°10'00" West 619.22 feet coincident with the West line of said Mining Claim and South 48°09'36" East 1224.38 feet coincident with the South line of said Mining Claim and North 56°05'31" East 163.92 feet coincident with the Easterly line of parcel 2 of those particular parcels of land transferred to Solitude Partners, L.P. by that certain Special Warranty Deed recorded as Entry Number 8024165, in Book 8509, at Pages 2311 - 2314 of the Salt Lake County Records from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake county Surveyor; Thence North 78°48'47" East 138.82 feet coincident with the Southerly line of said Kane parcel to a point on the arc of a 425.00 foot radius curve; Thence Southeasterly 62.70 feet along the arc of said 425.00 foot radius curve to the left (center bears North 77°40'00" East) through a central angle of 08°27'08"; Thence South 61°15'24" West 149.98 feet; Thence North 31°02'28" West 100.03 feet; Thence North 56°05'31" East 35.00 feet to the point of beginning.

**NOTE:**

The parcels shown hereon shall include such non-exclusive easements and licenses held by the seller for ingress and egress from the parcel to be sold (regardless of whether such rights are included in the legal description of the properties), including, but not limited to non-exclusive vehicular and pedestrian access and utility easements. Seller shall retain rights of ingress and egress for pedestrians, skiers, vehicles and utilities and otherwise over the subject property for the benefit of seller's adjacent property at the resort and ski ways around and within the subject property. Without limiting the generality of the foregoing, purchaser agrees that seller shall have non-exclusive rights of ingress and egress for pedestrians, skiers, vehicles and utilities over and off the roads constructed by purchaser, and seller shall be entitled to a non-exclusive easement for the construction of roads, trails, ski lifts, etc.. to sellers and other property at the resort.

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#### LEGAL DESCRIPTION PARCEL 3:

A parcel of land lying and situate in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.26 acres out of the Giles Flat Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-043 of the Salt Lake County Tax Records. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at the Southeast corner of parcel 2 of those particular parcels of land transferred to Solitude Partners, L.P. by that certain Special Warranty Deed recorded as Entry Number 8024165, in Book 8509, at Pages 2311 - 2314 of the Salt Lake County Records said point being located South 23°34'03" West 178.83 feet and South 29°10'00" West 619.22 feet coincident with the West line of said mining claim and South 48°09'36" East 1224.38 feet coincident with the South line of said Mining Claim from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor; Thence North 56°05'31" East 128.92 feet coincident with the Easterly line of said Solitude Partners parcel; Thence South 31°02'28" East 100.03 feet; Thence South 61°15'24" West 41.20 feet; Thence South 52°45'36" West 57.69 feet to a point on the South line of said Mining Claim; Thence North 48°09'36" West 102.71 feet coincident with said Claim line to the point of beginning.

#### LEGAL DESCRIPTION PARCEL 4:

A parcel of land lying and situate in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.25 acres out of the Giles Flat Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-043 of the Salt Lake County Tax Records. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at a point on the South line of said Giles Flat Mining Claim, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor, said point being located South 23°34'03" West 178.83 feet and South 29°10'00" West 619.22 feet coincident with the West line of said Mining Claim and South 48°09'36" East 1327.09 feet coincident with the South line of said Mining Claim from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence North 52°45'36" East 57.69 feet; Thence North 61°15'24" East 17.63 feet; Thence South 28°44'36" East 48.61 feet; Thence South 67°49'35" East 95.00 feet to a point on the Easterly line of said Mining Claim; Thence the following 2 (two) courses coincident with the Easterly and Southerly lines of said Mining Claim (1) South 29°18'36" West 91.25 feet to the Iron Pipe and Stone Mound Monument monumentalizing the Southeast corner (corner number 4) of said Claim; (2) North 48°09'36" West 171.89 feet to the point of beginning.

#### LEGAL DESCRIPTION PARCEL 5:

A parcel of land lying and situate in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.34 acres out of the Giles Flat Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-043 of the Salt Lake County Tax Records. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at a point on the South line of said Giles Flat Mining Claim, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor, said point being located South 23°34'03" West 178.83 feet and South 29°10'00" West 619.22 feet coincident with the West line of said mining claim and South 48°09'36" East 1498.98 feet coincident with the South line of said Mining Claim and North 29°18'36" East 91.25 feet coincident with the East line of said Mining Claim from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence North 67°49'35" West 95.00 feet; Thence North 28°44'36" West 48.61 feet; Thence North 61°15'24" East 173.56 feet to a point on the arc of a 425.00 foot radius curve; Thence Southeasterly 54.20 feet along the arc of said 425.00 foot radius curve to the left (center bears North 69°12'52" East) through a central angle of 07°18'25" to a point on the Easterly line of said Giles Flat Mining Claim; Thence South 29°18'36" West 129.16 feet coincident with said Easterly line to the point of beginning.

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#### LEGAL DESCRIPTION PARCEL 9:

A parcel of land lying and situate in the Northeast Quarter of Section 27, and the Southeast Quarter of the Southeast Quarter of Section 22, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.38 acres out of the Little Dollie Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-032 of the Salt Lake County Tax Records, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at a point which is located South 23°34'03" West 178.83 feet and North 29°22'51" East 113.43 feet coincident with the West line of said mining claim and South 50°22'14" East 136.57 feet from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence North 50°22'14" West 136.57 feet to a point on the Westerly line of said Mining Claim; Thence North 29°22'51" East 115.12 feet coincident with said Westerly line to a point on the Southerly line of State Road 152; Thence the following 2 (two) courses coincident with said Right of Way line (1) Southeasterly 64.33 feet along the arc of a 1004.93 foot radius curve to the left (center bears North 41°07'02" East) through a central angle of 03°40'04"; (2) South 52°25'45" East 87.53 feet; Thence South 37°03'07" West 116.91 feet to the point of beginning.

#### LEGAL DESCRIPTION PARCEL 7:

A parcel of land lying and situate in the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.28 acres out of the Little Dollie Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-032 of the Salt Lake County Tax Records, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at a point which is located South 23°34'03" West 178.83 feet and North 29°22'51" East 113.43 feet coincident with the West line of said mining claim and South 50°22'14" East 136.57 feet from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence South 54°07'19" East 107.60 feet; Thence South 11°48'00" West 47.32 feet; Thence South 29°08'00" West 62.06 feet to the Northeast Corner of that particular parcel of land described as the "0.07 acre agreement parcel" on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548, recorded as Survey Number S01-11-0726 in the office of the Salt Lake County Surveyor; Thence North 48°17'00" West 136.77 feet coincident with said North line and the North line of Lot 104 of the proposed Timbers at Solitude Plat; Thence North 37°03'07" East 90.94 feet to the point of beginning.

#### LEGAL DESCRIPTION PARCEL 8:

A parcel of land lying and situate in the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah. Comprising 0.27 acres out of the Little Dollie Mining Claim (U.S. Mineral Survey Number 4960) and that particular parcel of land owned in fee simple by Solitude Ski Corporation, known as Tax Parcel Number 24-27-226-032 of the Salt Lake County Tax Records, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of said Section 27. Said parcel being more particularly described as follows:

Beginning at a point which is located South 23°34'03" West 178.83 feet and North 29°22'51" East 113.43 feet coincident with the West line of said mining claim and South 50°22'14" East 136.57 feet from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence South 37°03'07" West 90.94 feet to a point on the North line of Lot 104 of the proposed Timbers at Solitude Plat; Thence North 48°17'00" West 125.14 feet coincident with said North line and the North line of that particular parcel of land described as the "0.04 acre agreement parcel" on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548, recorded as Survey Number S01-11-0746 in the office of the Salt Lake County Surveyor to a point on the Westerly line of said Mining Claim; Thence North 29°22'51" East 87.69 feet coincident with said Westerly line; Thence South 50°22'14" East 136.57 feet to the point of beginning.

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ACCESS EASEMENT:

Reserving therefrom and Granting a perpetual Easement for Access purposes, and the location of, maintenance and replacement of utility lines over the following described parcel of land:

Beginning at a point on the Northerly most boundary line of the James A. Kane, III, and Ida K. Kane parcel, Entry Number 8136815, in Book 8561, at Pages 495 - 496 of the Salt Lake County Records said point being located South 23°34'03" West 178.83 feet and South 29°10'00" West 619.22 feet coincident with the Westerly line of the Giles Flat Mining Claim (U.S. Mineral Survey Number 4960) and South 48°09'36" East 1224.38 feet coincident with the Southerly line of said Mining Claim and North 56°05'31" East 163.92 feet and North 11°41'41" West 57.75 feet and North 02°17'00" West 36.25 feet and North 87°43'00" East 44.19 feet and North 02°17'00" West 12.06 feet and North 87°43'00" East 12.44 feet from the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah, as shown on that certain Record of Survey certified by David E. Hawkes, P.L.S. Number 356548 recorded as Survey Number S01-11-0735 in the office of the Salt Lake County Surveyor; Thence North 87°43'00" East 25.00 feet; Thence South 01°23'31" East 21.34 feet to a point of curvature; Thence Southerly 45.65 feet along the arc of a 187.50 foot radius curve to the left (center bears North 88°36'29" East) through a central angle of 13°56'54" to a point of tangency; Thence South 15°20'25" East 40.25 feet to a point of curvature; Thence Southeasterly 23.02 feet along the arc of a 147.50 foot radius curve to the left (center bears North 74°39'35" East) through a central angle of 08°56'36" to a point of tangency; Thence South 24°17'01" East 74.94 feet to a point of curvature; Thence Southwesterly 113.43 feet along the arc of a 102.50 foot radius curve to the right (center bears South 65°42'59" West) through a central angle of 63°24'28"; Thence North 67°49'35" West 26.15 feet; Thence North 39°12'46" East 7.50 feet to a point of curvature; Thence Northeasterly 92.01 feet along the arc of a 77.50 foot radius curve to the left (center bears North 50°47'14" West) through a central angle of 63°29'47" to a point of compound curvature; Thence Southwesterly 23.55 feet along the arc of a 15.00 foot radius curve to the left (center bears South 65°42'59" West) through a central angle of 94°27'35" to a point of tangency; Thence South 61°15'24" West 98.17 feet; Thence North 36°21'37" West 20.18 feet; Thence North 61°15'24" East 104.94 feet to a point of curvature; Thence Northwesterly 22.39 feet along the arc of a 15.00 foot radius curve to the left (center bears North 28°44'36" West) through a central angle of 85°32'25" to a point of tangency; Thence North 24°17'01" West 19.85 feet to a point of curvature; Thence Northerly 26.93 feet along the arc of a 172.50 foot radius curve to the right (center bears North 65°42'59" East) through a central angle of 08°56'36" to a point of tangency; Thence North 15°20'25" West 40.25 feet to a point of curvature; Thence Northerly 51.73 feet along the arc of a 212.50 foot radius curve to the right (center bears North 74°39'35" East) through a central angle of 13°56'54" to a point of tangency; Thence North 01°23'31" West 20.95 feet to the point of beginning.

TOGETHER with those particular Easements, Rights-of-Way, Covenants, Conditions and Ordinances associated with membership in the Solitude Master Village Association, those particular Easements, Rights-of-Way, Terms, Covenants, Conditions and Ordinances of record and enforceable by law.

ACCESS EASEMENT ACROSS PARCELS 7-9:

Reserving therefrom and Granting a non exclusive Easement for Ingress and Egress purposes over the following described parcel of land being a part of the Little Dollie Mining Claim, (United State Mineral Survey Number 4960), owned in fee simple by Solitude Ski Corporation. Basis of Bearing for subject parcel being North 89°48'56" West 1309.22 feet (measured) between the G.L.O. brass cap monuments monumentalizing the North line of the Northeast Quarter of the Northeast Quarter of Section 27, Township 2 south, Range 3 East, Salt Lake Base and Meridian. Subject parcel being more particularly described as follows:

Beginning at the Southeast corner of Parcel 9 of Solitude Mountain Estates said point being located South 89°48'56" East 83.66 feet coincident with the North line of the Northeast Quarter of the Northeast Quarter of said Section 27 and South 52°24'25" East 87.53 feet coincident with the South Right of Way line of SR-152 and South 37°03'07" West 116.91 feet coincident with the East line of said Parcel 9 from the G.L.O. brass cap monument monumentalizing the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 27; Thence the following 3 (three) courses coincident with the Northerly and Easterly Boundary line of Parcel 7 of said Solitude Mountain Estates (1) South 54°07'19" East 107.60 feet; (2) South 11°48'00" West 47.32 feet; (3) South 29°08'00" West 26.26 feet; Thence North 02°59'10" East 10.51 feet to a point of curvature; Thence Northerly 7.38 feet along the arc of a 48.00 foot radius curve to the right (center bears South 87°00'50" East) through a central angle of 08°48'49" to a point of tangency; Thence North 11°48'00" East 30.00 feet to a point of curvature; Thence Northwesterly 30.78 feet along the arc of a 28.82 foot radius curve to the left (center bears North 78°12'00" West) through a central angle of 61°11'02" to a point of tangency; Thence North 54°12'06" West 47.26 feet to a point of curvature; Thence Southwesterly 43.37 feet along the arc of a 28.00 foot radius curve to the left (center bears South 35°47'54" West) through a central angle of 88°44'40" to a point of tangency; Thence South 37°03'15" West 23.73 feet; Thence South 55°45'35" West 31.76' to a point on the North line of the proposed Timbers at Solitude Subdivision; Thence North 48°17'00" West 12.58 feet coincident with said North line; Thence North 81°00'24" East 3.93 feet; Thence North 37°03'15" East 51.13 feet to a point of curvature; Thence Northwesterly 41.70 feet along the arc of a 28.00 foot radius curve to the left (center bears North 52°56'45" West) through a central angle of 85°19'53" to a point of tangency; Thence North 49°45'26" West 25.39 feet; Thence North 41°43'22" East 20.00 feet; Thence South 49°45'24" East 60.38 feet; Thence South 37°03'07" West 10.01 feet coincident with the East line of said Parcel 9 to the point of beginning.



DATE	09-13-2002
SCALE	NO SCALE
PROJECT NO.	BSOL010500

SOLITUDE MOUNTAIN ESTATES  
RECORD OF SURVEY

PSOMAS

2825 East Cottonwood Parkway, Suite 120  
Salt Lake City, Utah 84121  
(801) 270-5777 (801) 270-5782 (FAX)

DESIGNED	DEH
DRAWN	PAM
CHECKED	DEH
SHEET	4
OF	4

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