

Summit County

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Date: 7-28-2009 Entry: 00878767
Bk: 1994; P: 1953
Submitted by: Fabian & Clendenin

WHEN RECORDED RETURN TO:

Deer Crest Associates I, L.C.
c/o Diane H. Banks
Fabian & Clendenin
215 South State Street, Suite 1200
Salt Lake City, Utah 84111-2323

Wasatch County

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Date: 7-28-2009 Entry: 350749
BK: 0996; P: 1476-1502
Submitted by: Fabian & Clendenin

**SUPPLEMENTAL AND AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
DEER CREST**

**A PLANNED RECREATIONAL DEVELOPMENT
WASATCH AND SUMMIT COUNTIES, UTAH**

THIS SUPPLEMENTAL AND AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR DEER CREST, A PLANNED RECREATIONAL DEVELOPMENT, is made as of this 3 day of March, 2009, by DEER CREST ASSOCIATES I, L.C., a Utah limited liability company, referred to below as Declarant ("Declarant"), as authorized by affirmative vote of more than 75% the Members of the Deer Crest Master Association, Inc.

RECITALS:

A. Deer Crest Associates I, L.C., is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest dated October 31, 1997, and recorded November 3, 1997, as Entry Number 198235 in Book 363 at Page 542 of the Official Records of the Wasatch County Recorder and recorded October 31, 1997, as Entry No. 492181 in Book 1093 at Pages 139-210 of the Official Records of the Summit County Recorder (the "Declaration"). All capitalized terms contained herein without definition shall have the definitions set forth in the Declaration.

B. By affirmative vote of more than 75% of the Member votes of the Deer Crest Master Association, Inc., and the consent of the Class C Member, this Supplemental Master Declaration has been approved and shall become effective upon recordation.

SUPPLEMENTAL AND AMENDED DECLARATION:

1. DECLARANT HEREBY DECLARES that Section 7.3 of the Declaration shall be supplemented, and amended to the extent inconsistent with that Section, by adding the following provisions at the end of that Section 7.3:

Specifically, the Owner of a Residential Lot may rent or lease the single family residence on such Lot subject to the following additional restrictions and limitations:

(a) Rental Term.

(i) A Residential Lot shall not be rented for a period less than five (5) days.

(ii) A Residential Lot shall not be rented more than one (1) time in any seven (7) day period. A rental of five (5) days or more, but less than seven (7) days, constitutes a full week for purposes of this Declaration.

(iii) The maximum number of Weekly Rentals (defined below) in any one calendar year cannot exceed fifteen (15) ("Maximum Weekly Rentals").

(iv) Any rental of a Residential Lot for any period less than thirty (30) days shall be referred to as a "Weekly Rental" for purposes of this Declaration. The Maximum Weekly Rentals (see Section 7.3 (a)(iii) above) shall be reduced by the number of weeks within each such rental period. For example, a rental of three (3) weeks shall reduce the fifteen (15) Maximum Weekly Rentals for that calendar year to twelve (12).

(v) Any rental of a Residential Lot for any period longer than thirty (30) days shall be referred to as a "Monthly Rental" for purposes of this Declaration.

(vi) There is no limit on the number of Monthly Rentals permitted; provided that the residence shall be rented or leased to a single tenant for the entire period of such rental, and no sublease or change in occupancy shall be permitted.

(b) Compliance.

(i) All rentals of Residential Lots and the occupancy thereunder are subject to compliance with Wasatch County Ordinance Section 11.08 or the Park City Municipal Code, as applicable, and all other county, state and federal laws. All such rentals shall also comply with the Declaration and rules and regulations relating to rentals and leasing and promulgated by the Board from time to time (the "Rules and Regulations"). The Rules and Regulations shall address all notices, fees and registration requirements for all rental and leasing activity relating to single family residences to be rented or leased, and the registration of all tenants, procedures for tenant ingress and egress from Deer Crest, reporting requirements, clarification of uses within Residential Lots, and tenant compliance with other rules and regulations generally applicable to all Owners.

(ii) A rental contract ("Lease") shall be entered into in connection with each rental or leasing of a single family residence. All Leases shall include a rider provided by the Board requiring compliance with the Declaration, including without limitation the provisions of this Section 7.3 and Section 11.5 of the Declaration. Subleasing or assignment of any Lease is strictly prohibited.

(iii) All rentals of Single Family Residences shall be overseen by a Property Management Company or onsite manager.

(iv) A single family residence shall be rented or leased only for residential living activities, and except as expressly permitted by Section 7.3(a), shall not be rented or leased for any commercial or business purpose. Prohibited commercial or business purposes include, without limitation, those set forth in Section 7.3(c) below, and any activity requiring a business license other than those activities expressly set forth in Section 7.3(a) above. The rental of a Residential Lot for residential purposes in compliance with this Supplemental and Amended Declaration shall not be deemed to be a commercial or business use prohibited by the Declaration.

(v) The Board shall have the right to revoke rental privileges of any Owner of any Residential Lot in the event (a) the Association receives three (3) separate complaints of violation of the Declaration that arise from three (3) separate incidents of claimed violation, and (b) the Board reasonably determines, following investigation, that the tenant's actions in each of the three incidents are in material violation of the Declaration, and (c) that the Owner has not taken sufficient measures to prevent the recurrence of such violation. In the event the Owner disputes any such revocation, such dispute shall be resolved as set forth in Section 7.3 (e),

below. For purposes of this Section and Schedule 7.3, any violation of the applicable statute or ordinance or the Rules and Regulations shall constitute a violation of the Declaration.


(vi) An annual fee will be imposed by the Association on each Residential Lot offered for Weekly Rental to cover anticipated additional costs incurred by the Association in connection with the rental of Residential Lots for Weekly Rental. Such fee shall be a Specific Assessment to be paid at the same time as other Assessments as provided hereunder. The initial annual fee shall be \$3,000 per Residential Lot rented, which fee shall be reviewed by the Board at the end of each year, and may be reasonably adjusted by the Board on a yearly basis. Such fee shall be reflected as a separate line item in the Association's profit and loss statement. Additional costs incurred as a result of the operation and rental of the St. Regis Hotel, or its successor if any, shall not be included in any fee imposed by the Association for rental of Residential Lots.

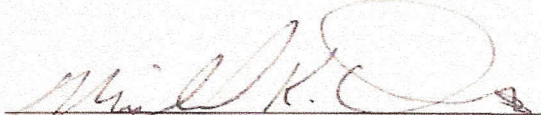
(c) No Business or Commercial Use. Except as expressly authorized herein, a single family residence cannot be rented or leased for any business or commercial use including without limitation the following: (i) clubhouse, (ii) lodge, (iii) meeting house or conference center, (iv) bed and breakfast or inn, (v) hospitality center, (vi) restaurant, (vii) reception center, (viii) timeshare, (ix) residence club, or (x) promotional house. The term "promotional house" means a single family residence rented for the purpose of marketing, advertising, hospitality or other promotional use.

(d) Fractional Interests. No Residential Lot may be held in any form of co-ownership or in any form of an undivided fractionalized long-term estate as defined in Utah Code Ann. § 61-2-2 (20) by more than four (4) such holders or interest holders unless those interests are held by related family members. For purposes of this provision, a related family member shall include a parent or descendant of the owner (as defined in the Utah Uniform Probate Code) or any sibling of the foregoing.

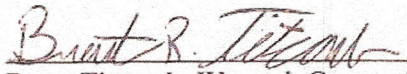
(e) Dispute Resolution. Any and all disputes arising out of or related to Section 7.3 of the Declaration may be submitted by either party to binding arbitration before a single arbitrator mutually acceptable to the parties; provided that the claimant shall submit the matter to arbitration within fifteen (15) days of the Board determination, and the hearing shall be conducted within ninety (90) days of the Board determination. The arbitration shall be conducted pursuant to the Commercial Rules of the American Arbitration Association. In the absence of agreement concerning the selection of the arbitrator, the arbitration shall be conducted through the American Arbitration Association and the arbitrator shall be selected pursuant to American Arbitration Association protocol. This provision (e) shall be specifically enforceable according to its terms, including but

This Supplemental and Amended Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest was approved by the Wasatch County Council and County Manager during the public meeting held June 24, 2009 at the hour of 5:00 p.m..




Michael K. Davis, Wasatch County Manager

Attest:


Brent Titcomb, Wasatch County Clerk