

WHEN RECORDED, RETURN TO:

Wolf Creek Properties, LC
c/o Ray Quinney & Nebeker P.C.
36 South State Street Suite 1400
Salt Lake City, Utah 84111



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E# 2624950 PG 1 OF 15
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
13-Mar-13 10:26 AM FEE \$183.00 DEP \$
REC FOR: RAY QUINNEY & NEBEKER, P.C.
ELECTRONICALLY RECORDED

**SECOND AMENDMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WOLF CREEK RESORT**

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RESORT (the "Amendment") is made and entered into as of the 26 day of February, 2013, by Wolf Creek Properties, LC, a Utah limited liability company ("Declarant").

RECITALS

A. That certain real property located in Weber County, Utah, which property is legally described in Exhibit A attached hereto and incorporated herein (the "Property"), is subject to a certain Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort, which was recorded by Declarant in the office of the Weber County Recorder, on October 18, 2002, as Entry No. 1882728, in Book 2275, Pages 460 *et seq.* (the "Initial Declaration").

B. The Initial Declaration was amended pursuant to a certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort, which was recorded by Declarant in the office of the Weber County Recorder, on January 9, 2007, as Entry No. 2234358 (the "First Amendment"). The Initial Declaration and the First Amendment are collectively referred to herein as the "Declaration." Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Declaration.

C. On or around January 27, 2011, the Wolf Creek Water Company, Inc., a Utah corporation, the Wolf Creek Water Conservancy, Inc., a Utah nonprofit corporation, and Declarant conveyed and transferred to the Wolf Creek Water and Sewer Improvement District, a body politic and political subdivision of the State of Utah (the "District"), substantially all of the assets constituting the water system servicing the Project, pursuant to and as authorized by that certain *Order Approving Sale of Water Assets* entered by the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court") on January 21, 2011 [Docket 182] in the case of *In re Wolf Creek Properties, LC*, Case No. 10-27816 (the "Bankruptcy Case").

D. Pursuant to Section 20.1 of the Declaration, and in accordance with the authority granted to Declarant pursuant to that certain *Order Confirming Second Amended Joint Plan of Reorganization of the Debtor and the Unsecured Creditors Committee, dated March 21, 2012, as Modified* (the "Confirmation Order") entered by the Bankruptcy Court on May 16, 2012 [Docket 452] in the Bankruptcy Case, Declarant now desires to exercise its right to unilaterally

amend certain terms of the Declaration relating to the operation and management of, and interference with, such water system owned and operated by the District.

AMENDMENT

NOW, THEREFORE, the Declarant, acting pursuant to authority set forth in Section 20.1 of the Declaration and in accordance with the authority granted Declarant under the Confirmation Order, hereby declares as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Amendment in their entirety.

2. Surface Water Management System. Section 12.2 of the Declaration is hereby deleted in its entirety, and the following provision is inserted in lieu thereof:

12.2 Surface Water Management System.

- (a) No Owner, by erection of any structure or otherwise, shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the ditches, canals, channels, ponds, lakes, retention areas, or other bodies of water or waterways (collectively "Waterways") reserved for, or intended by Declarant to be reserved for, drainage ways or for the accumulation of runoff waters, as reflected in any permits therefore, or plat or instrument of records, without the specific written permission of (i) the Association, with respect to such Waterways owned, operated and/or managed by the Association, or (ii) the Wolf Creek Water and Sewer Improvement District, a body politic and political subdivision of the State of Utah (the "District"), with respect to such Waterways owned, operated and/or managed by the District.
- (b) An Owner or Neighborhood Association shall in no way deny or prevent ingress and egress by Declarant or the Association to such drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
- (c) No Unit shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established drainage ways without the prior written consent of (i) the Association, with respect to such retention or drainage areas or ways as are owned, operated and/or managed by the Association, or (ii) the District, with respect to any such areas or ways as are owned, operated and/or managed by the District.
- (d) Water management for any Unit or Neighborhood shall be provided in accordance with the overall drainage system for the Property. Surface water drainage and management including but not limited to, storm water treatment and storage capacity, shall conform to the overall drainage system requirements and permits, if any, for the Property and meet with the approval of applicable governmental agencies.
- (e) Lakes and spillways in any Neighborhood or Unit are part of a functioning water management system and any use by an Owner or Neighborhood Association shall be on a non-interfering basis only. Additional on-site stormwater treatment areas may be required and constructed in the future.
- (f) The use of any wetland or water body within the boundary of a Neighborhood or unit is managed by (i) the Association, to the extent owned by the Association, and (ii) the District, to

the extent owned by the District. Owners shall cooperate in maintaining the same in a clean, attractive, pristine manner in order to be aesthetically pleasing.

(g) The use of pesticides in any water body or wetland is prohibited, excepting only any such use by the Association and/or the District (as applicable).

(h) No wells may be drilled, dug, or installed within any Unit or Neighborhood except by, or with the written consent of, the District.

3. Effect of Amendment. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same. This Amendment shall be recorded in the Office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of Declarant and all Owners of Units within the Project.

IN WITNESS WHEREOF, the Declarant, acting pursuant to authority granted under the Declaration, has executed this Amendment as of the date first set forth above.

DECLARANT:

WOLF CREEK PROPERTIES, LC, a Utah limited liability company

By: Ron L. Rubin, Chairman

Reorganized Debtor Subcommittee of Wolf Creek Properties, LC, which Subcommittee was formed pursuant to that certain *Second Amended Joint Plan of Reorganization of the Debtor and the Unsecured Creditors Committee*, dated March 21, 2012 [Docket No. 383], as modified by the *Modifications to Second Amended Joint Plan of Reorganization of the Debtor and the Unsecured Creditors Committee*, dated March 21, 2012, as Modified [Docket No. 427], Chapter 11 Case No. 10-27816 (Bankr. D. Utah)

STATE OF UTAH)
)ss:
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 26th day of February, 2013 by Ron L. Rubin, Chairman, in the capacity stated above..

Eva Holbrook
Notary Public
Residing at: Salt Lake City

My commission expires: 12/31/16

