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WHEN RECORDED, PLEASE RETURN TO:

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DUANE W MOSS
2494 E WILLOW HILLS DR
SANDY UT 84093
BY: ZJM, DEPUTY - WI 15 P.

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**DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is executed to be effective as of the 3rd day of April 2003, by COTTONWOOD HILLS CONDOMINIUMS, a Utah condominium project ("Hills"), whose address for the purposes hereof is 8210 Cottonwood Hills Drive, Sandy, Utah 84094, and COTTONWOOD HILLS WEST CONDOMINIUMS, a Utah condominium project ("West"), whose address for the purposes hereof is 8210 Cottonwood Hills Drive, Sandy, Utah 84094.

RECITALS:

- A. Hills and West are two separate Utah condominium projects located on two adjoining parcels of real property located in Salt Lake County, State of Utah.
- B. The foregoing projects have been developed for residential purposes, and the swimming pools, clubhouse, and other recreational facilities and amenities located on the respective parcels have the capacity to service a greater number of Residents than are or can be located on either of the parcels separately.
- C. Hills and West have entered into that certain Use and Management Services Agreement, dated September 1, 2002 (the "UMSA"), pursuant to which Hills and West have set forth certain rights and obligations with respect to the use and management of the Parcels and operation of the condominium projects thereon.
- D. The aforementioned parties desire to enter into this Declaration so as to create certain rights-of-way, easements and restrictions among the said parcels pursuant to the UMSA.

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AGREEMENT:

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

“Association[s]” means either the West Association or the Hills Association, or both the West Association and the Hills Association, each as the case may be.

“Condominium Unit” means a condominium unit located within a building located either on Parcel A or Parcel B.

“Easement Areas” means, with respect to Parcel A, those certain portions of Parcel A that are from time to time designed and/or otherwise designated for vehicular and pedestrian movement including, without limitation, roads, driveways, visitor parking areas, walkways and sidewalks, but specifically excluding any areas within a Condominium Unit or any parking areas designated for use by Residents of Hills. “Easement Area,” with respect to Parcel B, means those certain portions of Parcel B that are from time to time designed and/or otherwise designated for vehicular and pedestrian movement, including the exclusive right to twelve (12) covered parking spaces designated on the Site Plan (the “Parcel B Designated Parking Stalls,” which shall be used by Residents within Hills as designated by the Hills Association. The existing roads, visitor parking areas, walkways and sidewalks within the Easement Areas are generally depicted on the Site Plan.

“Hills Association” means the Management Committee of the Cottonwood Hills Condominiums.

“Mortgage” means a mortgage or a deed of trust, assignment of leases and rents and security agreement recorded in the official records.

“Mortgagee” means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the official records.

“Official records” means the official records of the Salt Lake County Recorder, State of Utah.

“Parcel A” means the real property located in Salt Lake County, Utah, more particularly described in Exhibit B:

"Parcel B" means the real property located in Salt Lake County, Utah, more particularly described in Exhibit C:

"Parcel B Designated Parking Stalls" has the meaning set forth above in the definition of Easement Area.

"Parcels" means Parcel A and Parcel B, collectively, and "Parcel" means Parcel A or Parcel B, individually, where no distinction is required by the context in which such term is used.

"Pro Rata Share" means the respective pro rata share of West and Hills as set forth in the UMSA, or as otherwise agreed in writing between Hills and West.

"Required Maintenance" is defined in Section 4.

"Resident[s]" means an individual or individuals lawfully occupying a Condominium Unit located in either Hills or West, as the case may be.

"Site Plan" means the Site Plan attached as Exhibit A, incorporated in this Declaration by this reference.

"West Association" means the Cottonwood Hills West Condominium Owners Association.

2. Grant of Rights-of-Way and Easements.

2.1 Access Right-of-Way and Easement Over Parcel A. Parcel B (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Easement Area located on Parcel A shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress and temporary vehicular parking (without charge) on, over and across the Easement Area located on Parcel A. Said Easement Area is intended to and shall provide direct access to 1300 East for Parcel B, which Parcel B does not have direct access to 1300 East absent the easements granted herein. Such right-of-way and easement shall be limited pursuant to such non-discriminatory rules and regulations as are jointly promulgated from time to time by the Hills Association with respect to all of the Condominium Units located on Parcel A, which shall include reasonable and customary deliveries. All such rules and regulations shall be consistent with the terms and conditions of this Declaration and shall be uniformly applied to all Residents.

2.2 Access Right-of-Way and Easement Over Parcel B. Parcel A (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Easement Area located on Parcel B shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress and temporary vehicular parking (without charge) on, over and across the Easement Area located on Parcel

B. Said Easement Area, with respect to vehicular ingress and egress, is intended to and shall provide: (a) direct emergency and required traffic flow access only to the exit street or roadway on the south of Parcel B for Parcel A, which Parcel A does not have direct access to such exit absent the easements granted herein; and (b) direct access (ingress and egress) to the Parcel B Designated Parking Stalls for the Residents from time to time entitled to use the same. Such right-of-way and easement shall be limited pursuant to such non-discriminatory rules and regulations as are jointly promulgated from time to time by the West Association with respect to all of the Condominium Units located on Parcel B, which shall include reasonable and customary deliveries. All such rules and regulations shall be consistent with the terms and conditions of this Declaration and shall be uniformly applied to all Residents.

3. No Interference. Except to the extent necessary (on a temporary basis not to exceed five (5) days without the consent of the affected Association) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights of use, rights-of-way and easements granted in Paragraph 2 shall be constructed or erected, nor shall any Association in any other manner obstruct or interfere with the use of such rights of use, rights-of-way and easements.

4. Maintenance of Easement Area. The Easement Area and Recreational Facilities shall be continuously maintained and kept clean and in good order, condition and repair under the supervision of the Hills Association, with respect to Parcel A, and the West Association, with respect to Parcel B (collectively, the "Required Maintenance"), and each of the Hills Association and the West Association shall be responsible for its Pro Rata Share of the costs of the Required Maintenance. The Required Maintenance is to include, without limiting the generality of the foregoing, the following:

(i) Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;

(ii) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow, ice, dirt, and debris;

(iii) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines;

(iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting of the parking areas; and

(v) Operating, keeping in repair and replacing, where necessary, catch basins and related surface level storm drainage facilities located in the hard-surfaced area of the Easement Area.

Subject to the revocable mutual agreement of the Associations, either Association or a third party may be appointed as agent (the "Manager") to perform the Required Maintenance with respect to the Easement Areas on the Parcels in the manner as above outlined. Said third party Manager may receive for such agency a reasonable fee that is mutually acceptable to each Association to cover supervision, management, accounting and similar costs, which sums are to be included in the Required Maintenance expense. The Manager shall have the right, power and authority to enter into contracts and agreements with third persons to provide for the Required Maintenance; provided, no such agreements and contracts shall be for a term in excess of one (1) year unless such agreement or contract is approved in writing in advance by each Association; provided, further, that any such agreement shall be terminable on thirty (30) days written notice if the service provider is an affiliate of either Association. Each Association shall pay its Pro Rata Share of the compensation paid to the Manager. Each Association shall pay its Pro Rata Share of the Required Maintenance costs incurred with respect to the Parcels within fifteen (15) days after being billed therefore. Each Association shall invoice each of the other Association on an annual basis (or such more frequent basis as the Associations may agree) for the cost of maintenance with respect to the Parcels, as the case may be, provided, however, that if a Manager has been appointed by the Associations, then the Manager shall be responsible for invoicing the Associations for their respective Pro Rata Share of the cost of the Required Maintenance incurred in compliance with this Declaration for the Parcels. If an Association fails to timely pay an invoice then: (a) a five percent (5%) late payment fee shall be added to the invoice on the sixteenth (16th) day; (b) the unpaid balance shall thereafter accrue interest at the rate of twelve percent (12%) per annum; and (c) all sums owing shall be secured by a lien against the Parcel for which the applicable Association is in default in favor of the Association to which such sums are owed. Each Association or the Manager, as applicable, shall maintain all records regarding the cost of the Required Maintenance for at least two (2) years at its office in Salt Lake County, Utah. Either Association or any Resident may inspect such records upon reasonable notice.

5. Duration. This Declaration and each right-of-way, easement, covenant and restriction set forth in this Declaration pertaining to the easements granted in Section 2.2 shall be perpetual.

6. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Parcels for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Declaration be strictly limited to the purposes expressed in this Declaration.

7. Appurtenances to Parcels; Covenants Run with Land; Various Events.

7.1 Appurtenances to Parcels. Each right-of-way, easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such right-of-way, easement, covenant and restriction (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to the benefited Parcel. For

the purposes of each such right-of-way, easement, covenant and restriction, the benefited Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the subservient estate.

7.2 Covenants Run with Land; Various Events. Each right-of-way, easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) shall (a) create an equitable servitude on the burdened Parcel in favor of the benefited Parcel (but no other real property), (b) constitute a covenant running with the land, (c) benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such right-of-way, easement, covenant or restriction is to be performed on such portion, and (d) benefit and bind any owner of a Condominium Unit, including any owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

7.3 Effect of Breach. No breach of this Declaration shall entitle any Association to cancel, rescind or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that any Association may have under this Declaration by reason of any such breach).

7.4 Identical Ownership. The ownership of two or more of the Parcels by the same person shall not result in the termination of this Declaration.

7.5 Priority of Declaration. The interests in and rights concerning any portion of the Parcels held by or vested in the undersigned or any other person on or after the date of this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration. Hills is the sole Owner of Parcel A. West is the sole owner of Parcel B.

8. Lien. Any lien arising pursuant to the terms of Paragraph 4 above may be foreclosed in the same manner as is provided under applicable law for the foreclosure of Mortgages, but shall be subject and subordinate to (a) each Mortgage affecting the defaulting Association's Parcel, (b) this Declaration, (c) each (recorded or unrecorded) utility easement, right-of-way or similar interest affecting the defaulting Association's Parcel at the time such notice of lien or similar instrument is recorded, (d) the interest of each Resident who is the owner of a Condominium Unit affecting the defaulting Association's Parcel at the time such notice of lien or similar instrument is recorded, and (e) the lien for general taxes and other governmental assessments, but shall be prior and superior to all other interests or estates (whether recorded or unrecorded at the time such notice of lien or similar instrument is recorded) in or respecting the defaulting Association's Parcel.

9. Modification. This Declaration and any right-of-way, easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended

without the consent of each Association, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of a written document effecting the same, executed and acknowledged by each Association.

10. Enforcement-Attorneys' Fees. Each Association shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if with respect to any Parcel, the Required Maintenance is not being performed pursuant to the terms and conditions of this Declaration, any Association may provide notice to the defaulting Association that unless corrective action is taken within fourteen (14) days, the notifying Association may cause the Required Maintenance with respect to the defaulting Association's Parcel to be performed. If at the expiration of such fourteen (14) day period of time the requisite corrective action has not been taken, the notifying Association shall be authorized and empowered to cause the Required Maintenance to be performed, and shall have an easement for ingress and egress over, through and across the defaulting Association's Parcel for the purpose of performing such Required Maintenance with respect to such Parcel. All costs reasonably incurred by the notifying Association to perform Required Maintenance with respect to the defaulting Association's Parcel shall be due and payable from the defaulting Association to the notifying Association upon demand and shall be secured by lien imposed pursuant to Section 4 hereof.

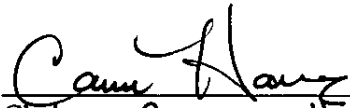
11. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, each Association and the heirs, personal representatives, successors and assigns of each Association. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration.

THE UNDERSIGNED have executed this Declaration to be effective as of the date first set forth above.

“Hills”

COTTONWOOD HILLS CONDOMINIUMS, a Utah
Condominium Project

By: Cottonwood Hills Management Committee, its
managing body


By: 
Chairman CAMRON HARRY

“West”

COTTONWOOD HILLS WEST CONDOMINIUMS,
a Utah Condominium Project

By: Cottonwood Hills West Condominium Owners
Association, its managing body

By: 
Cathy Beckstead, President

By: 
R. Dane Bradshaw, Vice-President

ACKNOWLEDGMENTS

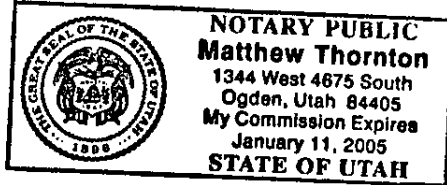
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

I, a Notary Public of the County and State aforesaid, certify that ^{unt} ~~Kerry Montgomery~~ ^{CAMPION HARRY} personally came before me this day and acknowledged that she is the Chair of the Cottonwood Hills Management Committee, the managing body of the Cottonwood Hills Condominiums, a Utah condominium project, and, as Chair and being authorized to do so, executed the foregoing on behalf of the same.

Witness my hand and official stamp or seal, this 3rd day of April, 2003.

Matthew Thornton

Notary Public



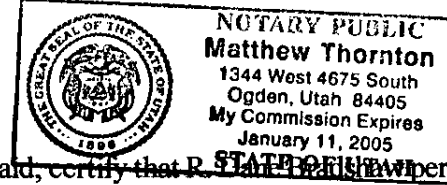
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

I, a Notary Public of the County and State aforesaid, certify that Cathy Beckstead personally came before me this day and acknowledged that she is the President of the Cottonwood Hills West Condominium Owners Association, the managing body of the Cottonwood Hills West Condominiums, a Utah condominium project, and, as President and being authorized to do so, executed the foregoing on behalf of the same.

Witness my hand and official stamp or seal, this 3rd day of April, 2003.

Matthew Thornton

Notary Public



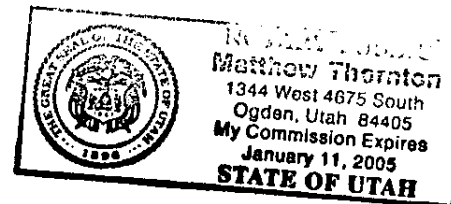
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

I, a Notary Public of the County and State aforesaid, certify that ~~R. State~~ ~~Paul~~ ~~State~~ personally came before me this day and acknowledged that he is the Vice-President of the Cottonwood Hills West Condominium Owners Association, the managing body of the Cottonwood Hills West Condominiums, a Utah condominium project, and, as Vice-President and being authorized to do so, executed the foregoing on behalf of the same.

Witness my hand and official stamp or seal, this 3rd day of April, 2003.

Matthew Thornton

Notary Public



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COTTONWOOD HILLS CONDOMINIUMS

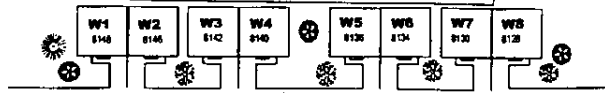
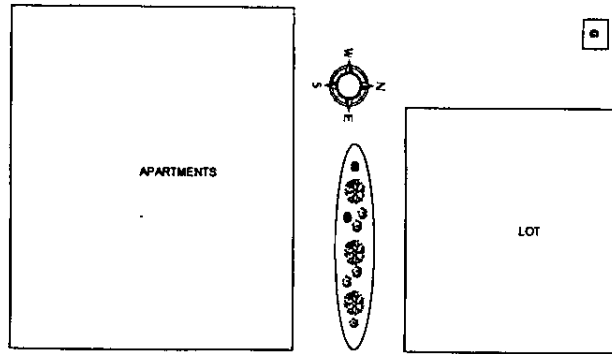
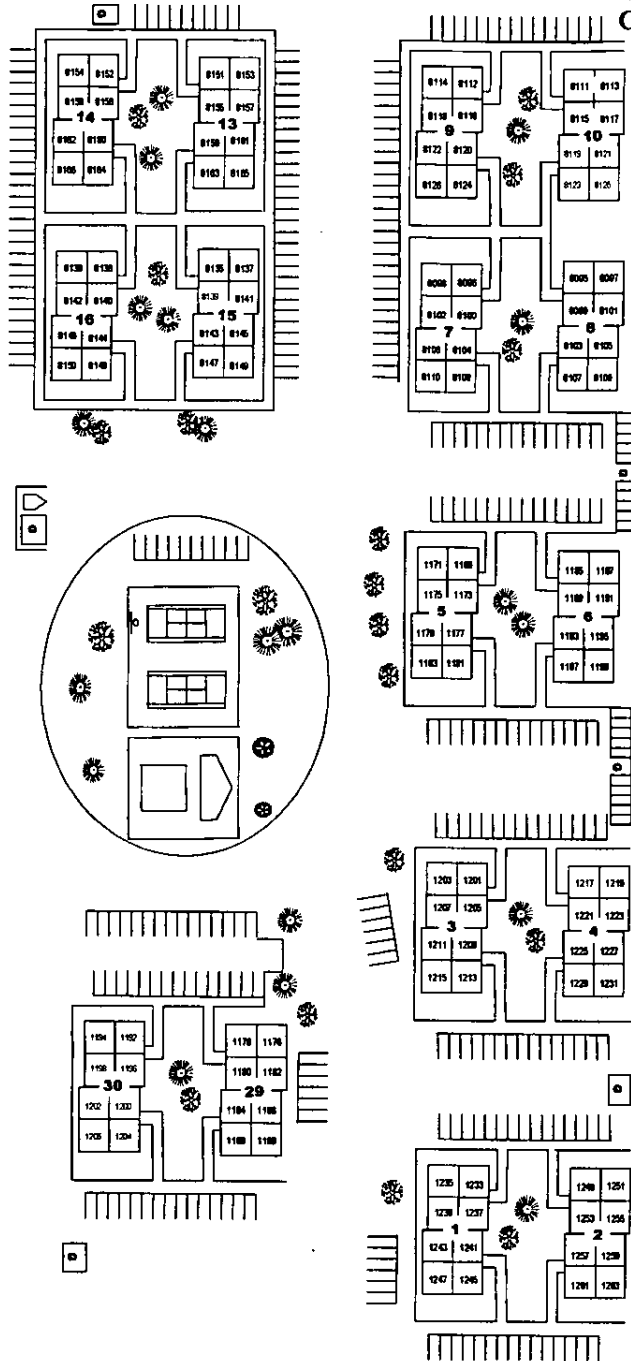


EXHIBIT A
To
Declaration of Easements,
Covenants and Restrictions



1300 EAST

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Exhibit B
to
Declaration of Easements, Covenants and Restrictions

(Description of land of Parcel A)

Land known as Cottonwood Hills Condominiums, Phase I:
Beginning at a point which is North 449.14 feet and West 51.84 feet from the east quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian (the basis of bearing for this survey and description being the section line, northerly, from said quarter section corner, which is assumed to have a bearing of $N0^{\circ}08'55''E$):

thence, $N44^{\circ}51'05''W$, 22.63 feet which is the long chord of the curve, concave to the southwest, (the curve being the boundary—not the long chord—with an arc length of 25.13 feet, more or less) through a central angle of $90^{\circ}00'00''$ with radius of 16.00;

thence $N89^{\circ}51'05''W$, 41.00 feet;

thence $S76^{\circ}54'02''W$, 66.46 feet which is the long chord of a curve, concave southerly, (the curve being the boundary—not the long chord—with an arc length of 67.05 feet, more or less) through a central angle of $26^{\circ}29'45''$, with radius of 145.00;

thence $S70^{\circ}18'42''W$, 86.85 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary—not the long chord with an arc length of 87.05 feet, more or less) through a central angle of $13^{\circ}19'06''$, with a radius of 374.50;

thence $S38^{\circ}29'07''W$, 12.45 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary—not the long chord—with an arc length of 13.43 feet, more or less) through a central angle of $76^{\circ}58'14''$, with a radius of 10.00;

thence $N79^{\circ}55'40''W$, 25.39 feet;

thence $N48^{\circ}12'46''W$, 14.91 feet which is the long chord of a curve, concave to the southwest, (the curve being the boundary—not the long chord—with an arc length of 16.83 feet, more or less) through a central angle of $96^{\circ}25'32''$, with a radius of 10.00;

thence $N84^{\circ}42'00''W$, 147.34 feet which is the long chord of a curve, concave northerly, (the curve being the boundary—not the long chord—with an arc length of 148.37 feet, more or less) through a central angle of $23^{\circ}27'04''$, with a radius of 362.50;

Exhibit B (Continued)
to
Declaration of Easements, Covenants and Restrictions

(Description of land of Parcel A)

thence S53°31'06"W, 188.92 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 219.46 feet, more or less) through a central angle of 107°00'54", with a radius of 117.50;

thence S23°37'17"W, 94.12 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 96.84 feet, more or less) through a central angle of 47°13'17", with a radius of 117.50;

thence S74°33'09"W, 162.93 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 169.27 feet, more or less) through a central angle of 54°38'26" with radius of 177.50;

thence N19°45'25"W, 225.64 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 269.97 feet, more or less) through a central angle of 116°44'25", with radius of 132.50;

thence N1°50'41"W, 12.98 feet which is the long chord of a curve, concave westerly, (the curve being the boundary--not the long chord--with an arc length of 14.12 feet, more or less) through a central angle of 80°54'55", with radius of 10.00;

thence N42°18'08"W, 13.58 feet;

thence S68°50'56"W, 13.06 feet which is the long chord of a curve concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 16.82 feet, more or less), through a central angle 137°41'52", with radius of 7.00;

thence SOUTH 17.83 feet;

thence WEST 158.63 feet;

thence NORTH 241.59 feet;

Exhibit B (Continued)
to
Declaration of Easements, Covenants and Restrictions

(Description of land of Parcel A)

thence N89°59'58"E, 786.13 feet;

thence SOUTH 73.00 feet;

thence S45°00'00"E, 9.90 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 11.00 feet, more or less) through a central angle of 90°00'00", with radius of 7.00;

thence EAST 17.00 feet;

thence SOUTH 96.41 feet;

thence N66°40'40"E, 58.24 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 58.32 feet, more or less) through a central angle of 10°12'12", with radius of 327.50;

thence N75°51'44"E, 99.94 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 100.98 feet, more or less) through a central angle of 28°34'21", with radius of 202.50;

thence S89°51'05"E, 21.00 feet;

thence N45°08'55"E, 22.63 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of 90°00'00", with radius of 16.00;

thence S0°08'55"W, 89.50 feet, to the point of beginning.

The area contained within the foregoing is 5.8359 acres.

- POOR COPY -
CO. RECORDER

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Exhibit B (Continued)
to
Declaration of Easements, Covenants and Restrictions
(Description of land of Parcel A)

And in addition land known as Cottonwood Hills Condominiums, Phase II:

BEGINNING at a point North (along the Section line) 266.47 feet from the Southeast corner of the Northeast quarter of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North (along the Section line) 385.28 feet; thence West 1333.00 feet to the East bank of the Sandy Irrigation Canal; thence along said East bank South $4^{\circ}44'50''$ East 386.61 feet thence East 1301.00 feet to the point of **BEGINNING**.

ALSO BEGINNING at the East Quarter Corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°59' West along the quarter section line 1325.33 feet; thence North $0^{\circ}09'28''$ East 266.475 feet; thence North 89°59' East 1192.292 feet; thence South $0^{\circ}08'55''$ West 60.00 feet; thence North 89°59' East 100.00 feet to the West line of 1300 East Street; thence South $0^{\circ}08'55''$ West 52.21 feet; thence North 89°59' East 33.00 feet to the East line of Section 32; thence South $0^{\circ}08'55''$ West 154.28 feet to the point of **BEGINNING**.

EXCEPTING THEREFROM:
BEGINNING 33 feet West from the East 1/4 corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°59' West 194 feet; thence North $0^{\circ}08'55''$ East 206 feet; thence North 89°59' East 194 feet; thence South $0^{\circ}08'55''$ West 206 feet to the point of **BEGINNING**.

ALSO EXCEPTING THEREFROM:

5.8359 acres described previously in this Exhibit "A" and known as Cottonwood Hills Condominiums, Phase I.

ALSO EXCEPTING THEREFROM:
Any portion lying within the lines of 1300 East Street.

Exhibit C
to
Declaration of Easements, Covenants and Restrictions

(Description of land of Parcel B)

Beginning at a point which is South 89° 59'00" West along the North line of Ware Subdivision No. 5 and No. 6 and line extended 1170.50 feet and North 300.75 feet from the **EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**, and running thence West 144.02 feet; thence North 4° 44'50" West 349.84 feet; thence North 89° 09'05" East 155.98 feet; thence South 89° 59'00" East 17.01 feet; thence South 350.94 feet to the point of beginning. Contains 1.274 acres more or less.