

67.00

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
CROSS HOLLOW HILLS

W I T N E S S E T H

WHEREAS, the undersigned, Cross Hollow Hills Partnership, a Utah general partnership, is the sole owner of the real property herein described, which is situated in Iron County, State of Utah, and more particularly known as the Cross Hollow Hills Subdivision. Cross Hollow Hills Partnership is herein occasionally referred to as the "Declarant"; and

WHEREAS, the Cross Hollow Hills Partnership desires to divide the subject property and to convey it subject to the restrictions and covenants herein contained between it and the several purchasers of the subject property, and thereafter to impose the restrictive covenants and conditions between and among the several purchasers; and

WHEREAS, the Cross Hollow Hills Partnership may expand the Cross Hollow Hills Subdivision onto additional land and desires to preserve a method to subject the additional land to the effect of this Declaration;

NOW THEREFORE, Cross Hollow Hills Partnership hereby declares and decrees that the property herein described shall be hereafter held, sold, conveyed and occupied subject to the restrictions, covenants and conditions herein set forth, which shall be covenants running with the land in perpetuity and which shall be binding between Cross Hollow Hills Partnership and the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors and assigns of each. The acceptance of any deed or conveyance by any grantee to the property herein described, shall constitute their covenant and agreement to abide by and be bound by this Declaration of Restrictive Covenants and Conditions, to accept and hold the property subject thereto, to be binding upon their heirs, executors, administrators, successors and assigns in perpetuity.

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ARTICLE I DIXIE B MATHESON - IRON COUNTY RECORDER
PROPERTY DESCRIPTIONS 1992 SEP 16 15:31 PM FEE \$67.00 BY PTC
REQUEST: CEDAR LAND TITLE INC

The property subject to this Declaration of Restrictive Covenants and Conditions is located in Iron County, Utah, and is more particularly described as follows:

BEGINNING at the Southeast Corner of the Northwest Quarter of Section 30, Township 36 South, Range 11 West, Salt Lake Base and Meridian; running thence South 89°59'42" West along the South line of said Northwest Quarter 55.00 feet to a point on the East line of an existing County Road; thence North 0°04'05" West along said East line 2656.97 feet to a point on the North line of said Northwest Quarter; thence South 89°46'43" East along said North line 63.00 feet to the Northeast Corner of the Northwest Quarter of said Section 30; thence South 0°06'16" West along the East line of said Northwest Quarter 2656.72 feet to the point of beginning and containing 3.60 acres, more or less,

EXCLUDING all oil and mineral rights to said land.

The Northeast Quarter of Section 30, Township 36 South, Range 11 West, Salt Lake Base and Meridian. Containing 160 acres, more or less.

The West Half of the Northwest Quarter of Section 29, Township 36 South, Range 11 West, Salt Lake Base and Meridian. Containing 80 acres, more or less.

The Additional Land described on Exhibit A, attached hereto and incorporated herein by this reference, shall not be subject to this Declaration of Restrictive Covenants and Conditions initially, but may become so later, in accordance with Article V, below.

ARTICLE II GENERAL RESTRICTIONS

1. ARCHITECTURAL CONTROL. No building, fence, or wall shall be erected, altered, placed, or permitted to remain on any lot without prior approval of plans and specifications therefor by the Architectural Control Committee, of the Cross Hollow Hills Water Users Association, which is described fully in Article VI, below. Said plans and specification shall show the location of the structure on the lot, materials to be used, external design, and location with respect to the topography and finish grade elevation. No fence, wall, swimming pool, or other construction shall be erected, placed, or altered on any lot without approval of the Architectural Control Committee.

2. DWELLING SIZE. No single-family unit shall be less than one thousand one hundred (1,100) square feet in size on the main level, exclusive of garages or carports. No more than one

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detached single-family dwelling not to exceed two (2) stories in height shall be permitted on any lot. All dwellings shall have a private garage or carport sufficient to park at least one (1) car but not more than three (3) cars.

3. SINGLE FAMILY DWELLING ONLY. Occupancy of any dwelling constructed on a lot shall be limited to one single family. No multiple unit dwellings shall be allowed and all occupants of a dwelling shall be members of the same immediate family.

4. GUEST HOUSES. Guest houses shall be permitted provided construction shall be in compliance with the provisions of paragraph 1 above and provided such structures shall contain only bedroom and bathroom facilities, and no kitchen or appliances of any kind which might facilitate the use of such structure as a residence. Use of guest houses shall be limited to temporary guests only.

5. OUTBUILDINGS AND BARN. No more than one barn shall be permitted on any lot. A barn may only be built if a dwelling is already constructed thereon, or is being constructed as part of the same project. The barn shall be constructed out of new materials and shall conform to the same aesthetic scheme of the dwelling on the same lot. No barn shall exceed nine hundred (900) square feet upon one level. Other outbuildings and storage sheds shall be permitted; however, none shall exceed two hundred (200) square feet in size, shall be restricted to one level, and all such structures combined shall not exceed four hundred (400) square feet in size, without express permission of the Architectural Control Committee.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front line than sixty (60) feet therefrom, measured to the foundation of such building; or nearer than sixty (60) feet to the rear lot line; nor nearer than sixty (60) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building for the purpose of determining such distances.

7. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities, and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those

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improvements for which a public authority or utility company is responsible.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed, and being regularly used, and that such uses are not offensive to adjoining property owners.

9. TEMPORARY AND OTHER STRUCTURES. No structures of a temporary nature, trailer, bus, basement house, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be moved onto any of said lots, it being the intention thereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials. Provided, however, that a temporary structure shall be allowed while a permanent dwelling is being constructed for a period of not to exceed one year.

10. HOME COMPLETION. All buildings and structures approved for construction by the Architectural Control Committee shall be completed no later than one (1) year subsequent to the commencement of said construction. In the event a building or structure fails to be completed consistent with this section the Cross Hollow Hills Water User Association may, at the recommendation of the Architectural Control Committee, after sixty (60) days written notice to the owners, enter onto the property where buildings and structures are in violation and proceed to complete all reasonable and necessary improvements, the cost of which shall attach as a valid lien against said property in favor of the Association, and shall be paid upon demand by the owner.

11. WALLS, FENCES, AND HEDGES. All walls and fences shall be kept in good repair, and no fence, wall, or hedge shall exceed an overall height, as measured from the top of the footing to the top of the fence, wall, or hedge, in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of four (4) feet in front yard setback areas. All fences or walls on lots with drainage or water flow must not hinder or alter that natural flow or drainage.

12. CONSTRUCTION OF WALLS AND FENCES. All fences and walls shall be constructed of new material which enhances the appearance of the landscape. The use of other types of fencing and walls, such as pipe, cement, or cinder block used for

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decorative fencing, backyards, or corrals is subject to final approval by the Architectural Control Committee prior to installation.

13. TRASH AND GARBAGE CONTROL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, rubbish, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or other objects are to be stored on any lot in view of the general public.

14. SIGNS. No sign of any kind shall be displayed to the public view on any lot except (a) one (1) sign of not more than five (5) square feet in size advertising the property for sale or rent; or (b) signs used by the builder or developer to advertise the property during the construction and sales period of not more than five (5) square feet in size. Any other sign for any other purpose must be approved by the Architectural Control Committee prior to its erection.

15. DIVISION OF LOTS. No lot in this subdivision shall be divided, subdivided, partitioned, parceled, or broken up into smaller lots or units.

16. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any lot at street corners or curves within the triangular area formed by the front and side lines of such lot. Sight line limitations shall apply on any lot within ten (10) feet from the intersections of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections or obstructions of such sight lines.

17. FIRE HAZARDS. No open fires shall be allowed without a fire permit. Accumulations of dry underbrush or any other combustible materials will not be allowed.

18. INOPERABLE MOTOR VEHICLES. Motor vehicles that are inoperable shall not be stored or kept upon any lot or road areas, adjacent thereto. In the event an inoperable motor vehicle remains upon any lot or road area for a period exceeding thirty (30) days, the Cross Hollow Hills Water Users Association, may, pursuant to the recommendation of the Architectural Control Committee, remove inoperable motor vehicles after ten (10) days' written notice. The cost of such removal shall be paid by the

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lot owner, and if not paid shall attach as a valid lien in favor of the Association upon the recording of proper notice. For the purposes of this section, inoperable motor vehicle shall mean any motor vehicle that is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or is not capable of passing the Utah Safety inspection standards.

19. MOBILE HOMES. Mobile homes shall not be placed upon any lot in the subdivision as a permanent, temporary, or guest house residence. Provided, however, that a temporary structure shall be allowed while a permanent structure is being constructed for a period of not to exceed one year. For purpose of this section, mobile home is defined as residential dwelling unit designed for transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks, or other temporary or permanent foundations, connections to utilities, and the like.

20. GROUND DISTURBANCE RESTRICTION. Because it is the intent of these protective covenants to leave this area impacted only as is necessary to protect the natural beauty it possesses as is, only the minimum amount of natural vegetation shall be removed to facilitate the building of any improvement.

21. POWER. The Declarant will provide power, above ground, to the lot line of each lot within the subdivision, and will drop the power connection into each lot at or about the lot line. Each owner of a lot shall, at or prior to the construction of a dwelling on said lot, be obligated to run power lines, underground, from the power source at the lot line to the place of use on the property. All power lines within the lots shall be underground, and the lot owners are prohibited from installing power poles, above-ground wires, or any other power source above ground, on their lots.

ARTICLE III LAND USE

1. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

2. COMMERCIAL ENTERPRISE. No commercial enterprise of any description shall be conducted on any lot. This shall be

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construed to mean the selling of goods, operating a business of any nature, the storage of equipment, storage of inventory, or any other venture conducted in support of or in association with a venture conducted either for profit or charity. However, the developer or his assigns shall be permitted to maintain sales offices in the subdivision until such time as all lots are sold.

3. LIVESTOCK, GARDENING, AND AGRICULTURAL USE. The land in the subdivision is intended primarily for residential use. The Iron County Commission has zoned the area R-2 to provide areas for small farms, hobby farms, and agricultural development. All uses in the subdivision shall be consistent therewith.

4. CORRAL AREAS. All livestock, when unattended, shall be kept within the confines of corrals, barns, or similar structures. All corrals and barns must be maintained in sanitary conditions. Excessive accumulations of manure shall be removed from the subdivision so as to avoid potential odor and fly and health problems. Corral fences shall be set back from the lot frontage a distance equal to the rear main wall of the dwelling building on the lot. Fence material for horses shall be constructed out of non-eatable material.

ARTICLE IV GENERAL PROVISIONS

1. DURATION OF RESTRICTIONS. This Declaration of Restrictive Covenants and Conditions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in this Article, for a period of twenty-five (25) years, and shall as then in force be automatically continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitations, unless changed, modified or extinguished as herein provided. This Declaration of Restrictive Covenants and Conditions may be changed, modified or extinguished from time to time if the then record owners of more than three-fourths (3/4) of said property, and three-fourths (3/4) of the mortgagees or beneficiaries under recorded first mortgages or trust deeds, with one (1) vote per lot and not owner (exclusive of streets, parks, and open spaces) place a written agreement on record in the office of the Recorder of Iron County, Utah. Upon such recording, the terms and conditions herein shall thereafter be changed, modified, or extinguished in whole or in part, as therein set forth.

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2. ENFORCEMENT. Each and all of said conditions, covenants, and reservations is and are for the benefit of each owner of land (or any interest therein) in said property, and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Declarant. Each grantee of the Declarant of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, and reservations. These restrictions, conditions, and covenants shall be covenants of equitable servitude. The protection herein granted, and the restrictive covenants and conditions herein set forth, may be enforced by any other lot owner in the subdivision or the Water Users Association. No breach here shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise. Any breach hereof may be enjoined, compensated with money damages, or remedied in any other way provided by law or in equity. In any action regarding the enforcement hereof, the prevailing party shall be entitled to recover from the other all expenses, costs and attorneys fees incurred therein.

3. NO MULTI-FAMILY UNITS. No time share units, condominium units, apartments, duplexes, or other multi-family dwellings shall be constructed or allowed on any lot on the subdivision.

4. COMPLIANCE WITH LAWS. In addition to compliance with all the terms and conditions of these covenants and restrictions, the property owners of this subdivision shall be subject to and shall comply with the rules, regulations, and laws passed or otherwise placed into effect by Iron County, State of Utah, and all governmental agencies which have jurisdiction over the properties affected by this subdivision.

5. ASSIGNMENT OF POWERS. Any and all rights and powers of the Declarant herein contained may be delegated, transferred, or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors in interest of the Declarant.

ARTICLE V
ADDITIONAL LAND

1. ANNEXATION BY DECLARANT. Declarant may expand the Property subject to this Declaration by the annexation of all or

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part of the Additional Land. (See Exhibit A hereto for description of the Additional Land.) The annexation of such land shall become effective upon the recordation in the office of the County Recorder of Iron County, Utah, of a Supplementary Declaration which (i) describes the land to be annexed, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to the Declaration, (iii) sets forth such additional limitations, restrictions, covenants, and conditions as are applicable to the annexed land, and (iv) is signed by the Declarant or their successors and assigns. When such annexation becomes effective, the annexed land shall become subject to this Declaration. Such annexation may be accomplished in one or more annexations without limitation as to size or location within the Additional Land.

2. LIMITATION ON ANNEXATION. Declarant's right to annex said land shall be subject to the following limitations, conditions and rights granted to the Declarant:

(a) The annexed land must be part of the land which is Additional Land as of the date of this Declaration, as described at Exhibit A hereto.

(b) Declarant's right to annex land shall expire seven (7) years after this Declaration is filed for record in the Office of the County Recorder of Iron County, Utah.

(c) All land added shall be for the purposes provided for in this Declaration.

(d) The configuration of annexed land as to lot size, common areas and the nature, quantity or quality of improvements shall be in discretion of Declarant or its assigns. No assurances can therefore be given.

3. SUPPLEMENTARY DECLARATION. The annexation authorized under the foregoing section shall be made by filing of record a Supplementary Declaration of Restrictive Covenants and Conditions or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration.

The recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the said real

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property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of Lots in said real property shall automatically be members of the Association.

ARTICLE VI
CROSS HOLLOW HILLS WATER USERS ASSOCIATION

1. AUTHORITY. The roads, water rights, water systems, common improvements, if any, utilities, architectural control and other common operations of the lot owners within the subdivision shall be managed and operated by the Cross Hollow Water Users Association (hereafter the "Association"), on behalf of the owners. The Association shall be a Utah non-profit corporation entitled "The Cross Hollow Hills Water Users Association." The Association shall have all rights and authorities granted to it as a non-profit corporation in the State of Utah, and in addition shall have the authority and powers to maintain and improve, on behalf of the lot owners, the common roads, systems and other common needs within the subdivision, and the authority to assess the lot owners for their pro-rata share of the expense of such maintenance and improvements. The Association shall also have authority to construct and maintain utilities or other improvements for the common benefit of the lot owners provided that no expense therefor shall be assessed against the lot owners which would amount to an individual lot assessment of \$1,000 or more unless that capital expenditure is approved by three-fourths of the lot owners. And, no improvement or utility shall be constructed, nor the expense therefor assessed against the lot owners, involving a cost to any individual lot owner of \$2,000, or more, without the unanimous approval of the lot owners within the subdivision.

2. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee which is vested with the powers described herein shall consist of three (3) persons appointed by the Declarant. No property owner shall apply for a building permit from Iron County until having first obtained written approval from the Architectural Control Committee. Prior to the commencement of any excavations, construction, remodeling, or adding to any structure, theretofore completed, there shall first be filed with the Architectural Control Committee one (1) complete set of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these

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covenants and are otherwise approved by the Committee. In the event said Committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. When seventy-five percent (75%) of the lots in the Declarant's development have been sold by Declarant, said plans and specifications shall be approved by an Architectural Control Committee approved by a majority of owners of lots in the subdivision herein described, and only owners of said lots shall be privileged to vote for said Architectural Control Committee. The Declarant shall have the right to appoint members of the Architectural Control Committee until such time as seventy-five percent (75%) of the lots in the Declarant's development have been sold by the Declarant. By way of example and not by way of limitation, the following matters, among others, must be approved by the Architectural Control Committee before such uses will be permitted in the subdivision: use of antennae, which have the capability of interfering with radio and television signals received by others; use of solar devices; use of exterior lighting which may be offensive to neighbors; use of any structure which would tend to block the view of others in the normal use of their property; permissible paint colors to be used on structures in the subdivision; location of individual water wells; and overhead power lines.

3. OPERATION OF OWNERS ASSOCIATION. The business affairs of the owners Association, including meeting schedules, duties of officers and all conduct of the Association shall be governed by the bylaws of the Association.

4. WATER RIGHTS AND WATER SYSTEM. The water rights to be provided for culinary and limited agricultural use shall be owned by the Association, and shall be provided to each lot owner by a common water system, which will also be owned by the Association. Each lot owner shall be entitled to use the water and water system, as part of the rights inherent in being a member of the Association, and shall be entitled to use up to .75 acre feet of water per lot. The Association shall always maintain sufficient water rights to provide at least .75 acre feet per lot.

5. ASSESSMENTS. The total of all expenses incurred in the operation of the Association shall be apportioned among all the lots on a per lot basis. The Association shall established a date for payment of common expenses on a monthly, semi-annual or annual basis. Expenses may include a reserve fund, in the discretion of the Association. The method of assessing the common expenses to the lots may be altered by the committee so long as the method it adopts is consistent with good accounting practice and required that the portion of common expenses borne by each lot during a 12-month period be determined on a per lot basis.

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6. LIEN. All sums assessed to the owner of any lot within the subdivision pursuant to the provisions of this Section, together with interest at the rate of twelve percent (12%) per annum, shall be a personal obligation of the owner of the respective lots at the time of assessment and shall be secured by a lien on such lot in favor of the Association. To evidence a lien for the sums assessed, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the lot and a description of the lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the County Recorder's office for Iron County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Association in accordance with the provisions of applicable law relating to the exercise of powers of sale or foreclosure in deeds of trust or mortgages, or in any manner permitted by law in the State of Utah. In any action to enforce the assessment, including foreclosure, the owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees, and such costs and expenses shall be secured by the lien being foreclosed. The Association may pursue either the foreclosure, or direct action against the owner, at its option.

7. MEMBERSHIP. Each person who purchases a lot within the subdivision shall be entitled and required, and shall automatically become, a member of the Association.

8. DEVELOPER TEMPORARY AUTHORITY. Until such time as 75% of the subdivision is sold (calculated on a per lot basis), or a period of four years, whichever shall first occur, the Declarant shall be entitled to perform all functions of the owners association set forth herein, and even thereafter until the Association is incorporated and the officers and trustees thereof have been elected. Upon the formation of the Association by incorporation, the Declarant shall be entitled to appoint all Trustees thereof until 75% of the lots have been sold or four years have passed, whichever shall first occur. Thereafter, Declarant shall have no further involvement nor responsibility in connection with the Association or its responsibilities and duties as herein set forth, except as an owner of any unsold lots.

DATED this 15 day of September, 1992

CROSS HILLS HOLLOW PARTNERSHIP:

By: Kenneth S. Shapiro
Its: General Partner

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STATE OF UTAH)
 : ss.
COUNTY OF IRON)

On the 15th day of September, 1992, personally appeared before me Kenneth E. Stakeson, the signer of the within and foregoing document, who duly acknowledged to me that he executed the same as a partner of Cross Hollow Hills Partnership, and that he did so by authority of the Articles of Partnership or resolution of the partners and said Kenneth E. Stakeson duly acknowledged to me that the partnership executed the same.

Mitchell Schoppmann
Notary Public

My Commission Expires: April 6, 1993
Residing At: Cedar City Utah

MICHELL SCHOPPMANN
Notary Public, State of Utah
360 So. 1000 W.
Cedar City, Utah 84720
My Commission Expires April 6, 1993

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EXHIBIT A

The Northeast Quarter of Section 30 and the West Half of the Northwest Quarter of Section 29, Township 36 South, Range 11 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at the center Quarter corner of Section 30, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South $89^{\circ}36'18''$ West 55.00 feet; thence North $00^{\circ}27'30''$ West 2656.97 feet; thence North $89^{\circ}50'01''$ East 63.00 feet to the North Quarter corner of Section 30; thence North $89^{\circ}40'35''$ East 2,641.77 feet to the Northeast corner of Section 30; thence North $89^{\circ}48'00''$ East 1,342.79 feet to the West 1/16 corner of Section 20 and 29; thence South $00^{\circ}21'40''$ East 2,649.92 feet to the center-West 1/16 corner of Section 29; thence South $89^{\circ}38'59''$ West 1,337.87 feet to the West Quarter corner of Section 29; thence South $89^{\circ}36'18''$ West 2,650.18 feet to the point of beginning and containing 246.47 acres more or less.

Also known as all of LOTS 1-69, CROSS HOLLOW HILLS SUBDIVISION

EXHIBIT "A"

PARCEL CCI - Tax Serial No. D-1139-6.

The Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 20, Township 36 South, Range 11 West, Salt Lake Base and Meridian. 2

PARCEL CCII - Tax Serial No. D-1139-5.

PARCEL 1: The Southeast Quarter of the Southeast Quarter of Section 18, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 2: The Northeast Quarter of the Northeast Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. Excepting therefrom the Easterly 330 feet of the Northeast Quarter of the Northeast Quarter. PARCEL 3: The Westerly 330 feet of the Northerly 330 feet of the Southeast Quarter of the Northeast Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 4: The Southerly 660 feet of the Northerly 990 feet of the Northwest Quarter of the Southwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 5: The Southerly 330 feet of the Northerly 660 feet of the Northeast Quarter of the Southwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 6: The Northwest Quarter of the Southeast Quarter and the North 330 feet of the Southwest Quarter of the Southeast Quarter of Section 29, Township 36 South, Range 11 West, Salt Lake Base and Meridian. 8

PARCEL CCIII - Tax Serial No. D-1139-4.

PARCEL 1: The Northwest Quarter of the Northeast Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 2: The Southwest Quarter of the Northeast Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 3: The Southeast Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. 7

EXCEPTING THEREFROM: BEGINNING at the South Quarter corner of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian; running thence North 0°20'59" West 1333.03 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 19; thence South 89°54'04" East along the 1/16th Section Line 120.10 feet; thence South 5°19'30" East 806.78 feet to the North line of proposed 1600 South Street; thence South 36°51'57" West 83.45 feet to the South line of proposed 1600 South Street; thence South 0°20'59" East 462.92 feet to the South line of said Section 19; thence North 89°55'36" West 139.60 feet to the point of beginning and containing 4.596 acres, more or less. 1

PARCEL CCIV - Tax Serial No. D-1139-3.

PARCEL 1: The Northwest Quarter of the Northwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 2: The Northeast Quarter of the Northwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 3: The Southwest Quarter of the Northwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. 3

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PARCEL CCV - Tax Serial No. D-1139-2.

PARCEL 1: The Southwest Quarter of the Southeast Quarter of Section 18, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 2: The Southeast Quarter of the Northeast Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. EXCEPTING the West 330 feet of the North 330 feet thereof.

PARCEL CCVI - Tax Serial No. D-1140.

The West Half of the Southwest Quarter of Section 28, Township 36 South, Range 11 West, Salt Lake Base and Meridian.

ALSO, Tax Serial No. D-1139-7.

PARCEL 1: The East Half of the Southeast Quarter Section 29, and the South 990 feet of the Southwest Quarter of the Southeast Quarter of Section 29, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 2: The Southeast Quarter of the Northwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian. PARCEL 3: The North 330 feet of the Northwest Quarter of the Southwest Quarter of Section 19, Township 36 South, Range 11 West, Salt Lake Base and Meridian.

CROSS HOLLOW HILLS SUBDIVISION: Tax Serial No. D-1030-2.

BEGINNING at the Southeast corner of the Northwest Quarter of Section 30, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South $89^{\circ}59'42''$ West along the South line of the Northwest Quarter, 55 feet to a point on the East line of an existing County Road; thence North $0^{\circ}04'05''$ West along said East line 2656.97 feet to a point on the North line of said Northwest Quarter; thence South $89^{\circ}46'43''$ East along the South-North line 63 feet to the Northeast corner of the Northwest Quarter of said Section 30; thence South $0^{\circ}06'16''$ West along the East line of said Northwest Quarter 2656.72 feet to the point of Beginning.