When Recorded Return To: Fieldstone RH, LLC 12896 S. Pony Express Road, Suite 400 Draper, Utah 84020 12191561 12/18/2015 3:57:00 PM \$45.00 Book - 10389 Pg - 1054-1070 Gary W. Ott Recorder, Salt Lake County, UT BARTLETT TITLE INS AGCY BY: eCASH, DEPUTY - EF 17 P.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PRAIRIE OAKS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PRAIRIE OAKS ("Declaration") is made by Fieldstone RH, LLC, a Utah limited liability company ("Declarant") on the date set forth below.

RECITALS

- A. The Declarant is the owner of certain real property located in the City of Herriman ("City"), Salt Lake County, Utah, more particularly described on <u>Exhibit A</u> attached hereto ("Property"). Declarant is developing the Property as a residential subdivision to be known as Prairie Oaks ("Project"). The Project shall be subdivided into individual single-family lots ("Units") together with public streets and sidewalks.
- B. Declarant intends to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property.
- C. Declarant has adopted the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the "Covenants") for the purpose of:
 - i. Helping to insure uniformity in the development of the Units;
 - ii. Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life in the Project;
 - iii. Facilitating the initial sale of Units by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Units in the Project, by assuring purchasers of uniformity and basic restrictions intended to preserve property values over time; and

iv. Providing for mandatory dispute resolution procedures and requirements to avoid litigation, as set forth in Article 9.

NOW, THEREFORE, the Declarant does hereby establish the Covenants and does hereby declare that the Property, and all Units within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the Land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property, or any of the Units within the Project.

ARTICLE 1 – DEFINITIONS

The plural of any word identified below shall have the same meaning as the singular and vice versa. The following words when used in this Declaration shall have the following meanings:

- 1.1 "City" means the City of Herriman, a political subdivision of the State of Utah.
- 1.2 "Covenants" means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.
- 1.3 "Declarant" means Fieldstone RH, LLC, and any assign or successor that acquires Declarant's interest in the Property.
- 1.4 "Declaration" means this *Declaration of Covenants, Conditions and Restrictions* for *Prairie Oaks* as it may be amended from time.
- 1.5 "Improvement" means every structure, feature or improvement of any kind placed or constructed in the Project, including but not limited to any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure or other product of construction and also includes landscaping.
- 1.6 "Owner" means the person or entity vested with legal, record fee simple title to any Unit. If there is more than one record holder of legal title to a Unit, each shall be an Owner.
- 1.7 "Period of Declarant's Control" means the period of time during which Declarant shall have administrative control of the Project and the other rights and privileges as set forth in this Declaration. Following the recording of this Declaration, the Period of Declarant's Control shall continue until such time as Declarant sees fit to, by written notice, release administrative control of the Project, but in no event shall the Period of Declarant's Control extend beyond the

time when one hundred percent (100%) of the Units in the Project have been conveyed to individual purchasers.

- 1.8 "Plat Map" means the plat map entitled *Prairie Oaks Herriman*. A copy of the Plat Map current as of the date of this Declaration is attached hereto as **Exhibit B**. Declarant reserves the right to modify the terms of any revised or amend the plat for Prairie Oaks. Any such revisions or amendments to the Plat Map recorded in Salt Lake County shall also be deemed the Plat Map for purposes of this Declaration.
- 1.9 "Project" means Prairie Oaks, as identified on the Plat Map. The Project is not a cooperative.
- 1.10 "Property" means the real property situated in Salt Lake County, State of Utah, as more particularly described in **Exhibit A**, against which this Declaration is recorded.
- 1.11 "Residence" means the dwelling structure on a Unit in the Project. As shown on the Plat Map, the Residences within the Project are intended for occupation by a single-family, meaning: (a) a single person, (b) a group of people related to each other by blood, marriage, adoption, guardianship, or other legally authorized custodial relationship, together with not more than two additional unrelated persons, (c) a group of not more than four unrelated persons, together with the children, if any, of such persons, maintaining a common household.
- 1.12 "Specific Design Standards" means the design and building criteria applicable to Residences and other Improvements in the Project as set forth in Section 5.5.
- 1.13 "Unit" means a subdivided and individually numbered residential parcel as designated on the Plat Map recorded with Salt Lake County including the Residence and any other Improvements thereon.

ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 <u>Property</u>. The Property, as identified in <u>Exhibit A</u>, together with any additional phases of the Project is, and henceforth shall be, held, occupied, transferred, sold, and conveyed subject to the Covenants set forth in this Declaration. The Project consists of single-family residential Units as shown on the Plat Map.
- 2.2 <u>Covenants Run with the Land</u>. This Declaration, and the Covenants herein, shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Property or any Unit therein, and all Owners shall hold or take title subject to this Declaration.

- 2.3 <u>Local Laws and Ordinances Applicable</u>. The Property is located in Herriman City, Salt Lake County. In addition to the Covenants set forth in this Declaration, the Property and any Unit therein is subject to local laws and ordinances, including applicable building codes and zoning ordinances, now or hereafter in effect.
 - 2.4 Expandability. The Project is not expandable.
- 2.5 <u>Enforcement of Covenants</u>. The Declarant or any Owner aggrieved by another Owner's non-compliance with the Covenants set forth in this Declaration may commence an action seeking to enforce compliance with the same. Under appropriate circumstances, an Owner may seek a temporary restraining order or preliminary injunction to stop or prevent non-compliance with the Covenants set forth in this Declaration. In any such legal action, the prevailing party shall be entitled to an award of reasonable costs and attorney fees.

ARTICLE 3 – PROPERTY RIGHTS, LIMITATIONS, AND USE RESTRICTIONS

- 3.1 <u>Residential Use and Occupancy</u>. Each Unit, and all Improvements thereon, shall be used only for residential purposes. No Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance.
- 3.2 <u>No Further Subdivision</u>. No Unit shall be further subdivided or separated into smaller parcels. No conveyance of less than all of any Unit shall be permitted.
- 3.3 <u>Prompt Repair</u>. Each Residence and other Improvement on an Owner's Unit shall be kept in good repair. Repairs shall be made in accordance with the Covenants set forth in this Declaration, including the Specific Design Standards.
- 3.4 <u>Nuisance</u>. No Owner shall use, or permit a guest or invitee to use, a Unit in a manner that constitutes a nuisance or unreasonably interferes with the use and enjoyment of any other Unit by the Owner or Owners thereof. Each Unit shall be bound by, and the Owner shall comply with, the Covenants set forth in this Declaration. Without limiting the foregoing, no rubbish or debris of any kind may be permitted to accumulate on the Project in a manner that becomes unsightly or causes offensive odors. No unreasonably loud or disruptive noises shall be permitted in the Project.
- 3.5 <u>Temporary and Other Structures</u>. No temporary or prefabricated structures shall be permitted or used in the Project. No sheds, outbuildings, or detached structures may be constructed or maintained without a permit from Herriman City.

- 3.6 Offensive, Unsightly, and Unsafe Conditions. No Owner shall permit any noxious, offensive, unsightly, or unsafe activity, object, animal, or condition to exist on such Owner's Unit. Refuse, garbage and trash shall be regularly disposed of and at all times shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Unit, except within an enclosed structure or when appropriately screened from view. No Owner shall dispose, or permit to be disposed, any oil, gas, toxic or hazardous material, or other unsafe substance within the Project.
- 3.7 <u>Bees</u>. The raising, keeping, or husbandry of bees or beehives is not permitted within the Project.
- 3.8 <u>Ingress and Egress</u>. Each Owner shall have a right of ingress to and egress from such Owner's Unit, with such right of ingress and egress being perpetual and appurtenant to ownership of the Unit.
- 3.9 <u>Encroachment</u>. No Improvement on any Unit shall encroach on an adjoining Unit and any such encroaching Improvements must immediately be removed at the expense of the Owner of the Unit from which the Improvement encroaches. If, however, encroachment occurs due to natural settling or shifting or for other reasons beyond the control of the Owner, the Owner shall be deemed to have an easement for the maintenance of such encroaching Improvement which shall exist, and shall run with the land, for so long as the encroaching Improvement exists.
- 3.10 <u>Declarant Exemption</u>. Notwithstanding any other provision of this Declaration, the Declarant may use any Unit owned by it, and during the Period of Declarant's Control may also use the Project, for any purposes, including construction purposes, consistent with or intended to facilitate the improvement and sale of the Units owned by Declarant. Declarant may use and maintain temporary structures on the Project. Declarant may operate one or more construction or sales offices and one or more model homes within the Project. Declarant shall also have the right to maintain a reasonable number of signs, banners, or similar devices throughout the Project. Declarant may from time to time relocate any of its sales offices, model homes, signs, banners or similar devices.

ARTICLE 4 - MAINTENANCE AND OTHER OBLIGATIONS

- 4.1 <u>Owner's Compliance with Declaration</u>. Each Owner shall fully comply with, and shall cause such Owner's guests and invitees to fully comply with, the Covenants set forth in this Declaration.
- 4.2 <u>Maintenance by Owner</u>. Each Owner shall maintain such Owner's Unit, and all the Residence and all other Improvements thereon, including landscaping, in good repair and in a clean and tidy manner, and in accordance with all the Covenants set forth in this Declaration so as to not detract from the overall appearance of the Project. Each Owner shall maintain the Residence and all other Improvements in a safe and functional condition. Each Owner shall maintain such Owner's Unit at the Owner's expense.

ARTICLE 5 – ARCHITECTURAL CONTROL

- 5.1 <u>Residential Structures</u>. The primary Improvement on each Unit shall be a Residence. Any other Improvements on the Unit shall be consistent with and shall not detract from the residential nature of the Project.
- 5.2 <u>Construction</u>. All Improvements must be completed within twelve (12) months from the commencement of construction. For Residences, this includes all exterior painting and finish work and the installation of all required landscaping. During the construction of any Improvement, the affected Unit must be kept reasonably clean and tidy and all construction debris must be controlled and regularly removed.
- 5.3 Applicability of Covenants and Herriman City Ordinances. Construction of all Residences and other Improvements, and all other construction activities within the Project must comply with the Covenants set forth in this Declaration, including the Specific Design Standards, and must also comply with all applicable zoning ordinances and building codes of Herriman City, and with all other applicable laws and regulations.

5.4 <u>Architectural Control Committee.</u>

- 5.4.1 There shall be an Architectural Control Committee ("ACC") of the Association. During the Period of Declarant's Control, Declarant shall select the members of the ACC, which shall number no less than three (3) members. During the Period of Declarant's Control, members of the ACC do not need to be Owners. After the Period of Declarant's Control, the Owners shall convene a meeting for the purpose of selecting not less than three (3) Owners to be the members of the ACC. The Owners may, from time to time, remove or replace members of the ACC at a meeting of the Owners convened for that purpose.
- 5.4.2 The ACC shall review designs for the construction of any Residence in the Project for compliance with the Covenants set forth in this Declaration, including the

Specific Design Standards. In addition, the ACC shall review designs for any reconstruction of, addition to, or major renovation to, any Residence in the Project for compliance with the Covenants set forth in this Declaration.

- 5.4.3 All Residences and other Improvements shall be constructed and maintained in accordance with Covenants set forth in this Declaration. Prior to construction, alteration, modification, or replacement of any Improvements within the Project and before obtaining any required permits from Herriman City an Owner shall submit plans for the same to the ACC. The ACC shall evaluate all such plans for compliance with the Covenants set forth in this Declaration, including the Specific Design Standards.
- 5.4.4 The ACC may employ architects, engineers, and other professionals to review plans submitted by an Owner. The Owner shall pay all expenses associated with the ACC's review of the plans.
- 5.4.5 The ACC shall approve or deny such plans in writing within thirty (30) business days following receipt of the same. Failure to approve or deny such plans within the time period provided shall constitute an approval.
- 5.5 <u>Specific Design Standards</u>. Among other items, the design, construction, and maintenance of any Residence in the Project shall be governed by the following provisions ("**Specific Design Standards**"):
 - 5.5.1 The exteriors of all Residences must be of a material approved by Herriman City. If the exterior side or rear elevations of any Residence are stucco, then 40% of the front elevation must be brick or stone. If the exterior side or rear elevations of any Residence are enhanced masonry (Hardie Board or an approved equivalent), then no stone or brick shall be required on the front elevation.
 - 5.5.2 Exterior colors of all Residences must match the colors required by the ACC.
 - 5.5.3 All Residences will have at least a two (2) car garage. Some Residences in the Project will have a three (3) car garage. If at least 50% of the Residences do not have a three (3) car garage, then the two car garages will average 484 square feet.
 - 5.5.4 Additionally, all Residences will have a minimum of two (2) paved off-street parking spaces.

- 5.5.5 The total minimum square feet, finished and unfinished, for each Residence shall be two thousand four hundred (2,400) square feet.
- 5.5.6 Residences shall be constructed with a minimum five to twelve (5:12) roof pitch.
- 5.5.7 The elevations for the Residences in the Project shall vary so that the same elevation plan is not built across the street or within three (3) lots adjacent to any Residence
- 5.6 <u>Declarant Exemption</u>. Nothing in this Article 5 shall prohibit or restrict the ability of the Declarant to use any Units owned by Declarant for any purposes consistent with or intended to facilitate the improvement and sale of Units owned by Declarant. Declarant may maintain and operate temporary structures for construction, sales, or business purposes. Declarant shall not be bound by the time limitation for construction activities set forth in this Declaration.

ARTICLE 6 – EASEMENTS

- 6.1 <u>Easements Shown on Plat Map</u>. The Property and Units are subject to the easements, rights of way, encroachments, and other encumbrances, including public utility easements, as shown on the Plat Map. Within such easements, no Improvement of any type shall be placed or permitted to remain which may damage or interfere with the intended purpose of such easement.
- 6.2 <u>Easements Reserved</u>. In addition to easements shown on the Plat Map or otherwise provided for in this Declaration, the following easements are reserved for the benefit of the Owners:
 - 6.2.1 <u>Easement for Encroachment</u>. If, because of natural settling or shifting of the earth or other similar causes beyond an Owner's control, any part of a Unit encroaches on an adjoining Unit, an easement for the encroachment and for maintenance of the encroaching Unit shall exist in favor of the Owner.
 - 6.2.2 <u>Public Dedication</u>. The Declarant reserves, for itself and its successors and assigns, the right to dedicate all roads, streets, alleys, open space, rights of way or easements shown on the Plat Map to public use.
 - 6.2.3 <u>Future Utility Easements</u>. Declarant reserves, for itself and its successors and assigns, an easement, and the right to grant easements to any person, individual, corporate body, or municipality, across, over, under, upon, and through any Unit, road,

street, open space, or other portion of the Project, for the installation, construction, maintenance, reconstruction and repair of public, quasi-public, or private utilities to serve the Project and the Units therein, including but not limited to the mains, conduits, pipelines, underground or above-ground lines and cables, transmission facilities, meters and other facilities and appurtenances necessary or useful for the provision of water, storm sewer, sanitary sewer, gas, electricity, telephone, cable television, internet and data, and other public, quasi-public or private services or utilities deemed by Declarant necessary or advisable to provide any service to any Unit or other portion of the Project.

6.2.4 <u>Grading</u>. Declarant reserves, for itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Unit and grade a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Residence built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

ARTICLE 7 - DECLARANT RIGHTS AND CONTROL

- Construction Activities. So long as Declarant owns at least one (1) Unit within the Project, Declarant shall have the right to conduct construction activities on or related to such Unit and shall not be bound by any limitations related to construction activities set forth in this Declaration. During the Period of Declarant's Control, Declarant shall have a non-exclusive easement and right-of-way in, through, under, over and across the Project for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services and other services or facilities to the Project. Notwithstanding any other provision of this Declaration to the contrary, Delcarant, in its absolute discretion, shall have the right to construct and install any and all Improvements within the Project which Declarant desires, so long as they comply with the applicable ordinances of the City and the Specific Design Standards, but this provision shall not be construed to impose any obligations on Declarant to construct any such Improvements.
- 7.2 <u>Sales Activities</u>. Notwithstanding any other provision of this Declaration, so long as Declarant owns at least one (1) Unit within the Project, Declarant shall have the right to conduct reasonable sales activities including, but not limited to maintaining one or more sales office or model home on Units owned by the Declarant and using the same for business purposes and maintaining a reasonable number of "for sale" signs or other similar marketing materials in the Project.

7.3 <u>Declarant's Rights Assignable</u>. Declarant may assign the rights of Declarant set forth under this Declaration, or those rights in any way relating to the Property. Upon such assignment, such assignee shall be deemed the Declarant for all purposes under this Declaration.

ARTICLE 8 – DURATION AND AMENDMENT

- 8.1 <u>Duration</u>. This Declaration shall be effective, and the Covenants set forth herein shall encumber the Property, from the date the Declaration is recorded in Salt Lake County and, as amended from time to time, this Declaration shall continue in full force and effect against the Property and the Covenants shall run with the land in perpetuity, for as long as the law allows unless amended or terminated as provided herein.
- 8.2 <u>Amendment</u>. During the Period of Declarant's Control, the Declarant shall have the right to amend this Declaration without the consent of any other Owner. Any other amendment proposed during the Period of Declarant's Control must be approved by sixty-seven percent (67%) of the Owners in the Project and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, this Declaration may be amended by the affirmative vote of not less than sixty-seven percent (67%) of the Owners in the Project. No amendment to this Declaration shall be effective until it is recorded in the real property records of Salt Lake County.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

- 9.1 <u>Interpretation</u>. The captions and section headings set forth in this Declaration are for convenience and shall affect the provisions set forth in the sections hereof. The use of any plural shall, where the context requires, include the singular thereof, and vice-versa.
- 9.2 <u>Governing Law</u>. This Declaration shall be govern by, and interpreted in accordance with, the laws of the State of Utah.
- 9.3 <u>Severability</u>. If any section, term, or provision of this Declaration is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration, which shall all remain in full force and effect.

9.4	4 <u>W</u>	/aiver.	The	failure	by	the	Declara	nt o	r any	Owner	r to	enfor	ce	any	term	or
provision	of this	Declar	ration	shall 1	ot 1	be d	eemed as	a w	aiver	of the	right	t to th	ere	after	enfor	rce
such term	or pro	vision.														

~	IN WITNESS	WHEREOF,	Declarant ha	s executed this	Declaration	on this 17	day of
	, 20 <u>_/5.</u>						

DECLARANTFieldstone RH, LLC

Namo: Kameron Spencer

Title: Assistant Secretary

STATE OF UTAH

COUNTY OF Sact Lake

The foregoing instrument was acknowledged before me this 17 day of December 2015 by Kameron Spense as the authorized signer of Fieldstone RH, LLC.



Notary Public

EXHIBIT A

(Property Description)

Phase 1 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 4. TOWNSHIP 4 SOUTH, RANGE 2 WEST. SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 4, THENCE S.00'00'00"E. A DISTANCE OF 3737,73 FEET: THENCE N.90'00'00"E. A DISTANCE OF 656.88 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.00'11'16"W. A DISTANCE OF 229.52 FEET; THENCE S.00'23'56"W. A DISTANCE OF 330.00 FEET; THENCE N.89'53'09"W. A DISTANCE OF 1243.80 FEET TO THE EAST ROW LINE OF 7530 WEST; THENCE N.00'11'28"E. ALONG THE ROW A DISTANCE OF 289.16 FEET; THENCE S.89'48'32"E. A DISTANCE OF 184.75 FEET; THENCE S.89'53'09"E. A DISTANCE OF 10.23 FEET; THENCE S.89'48'32"E. A DISTANCE OF 53.00 FEET; THENCE S.89'53'09"E. A DISTANCE OF 53.00 FEET; THENCE S.89'53'09"E. A DISTANCE OF 10.09 FEET; THENCE S.89'53'09"E. A DISTANCE OF 117.75 FEET; THENCE N.00'11'28"E. A DISTANCE OF 10.09 FEET; THENCE S.89'53'09"E. A DISTANCE OF 10.6,76 FEET; THENCE N.00'128"E. A DISTANCE OF 12.00 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF THE ALTA MIST ALPACAS SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE IN BOOK 2001 PAGE 360, DATED NOVEMBER 29, 2001; THENCE ALONG SAID SUBDIVISION N.89'57'08"E. A DISTANCE OF 561.24 FEET; THENCE S.00'11'16"W. A DISTANCE OF 229.52 FEET; THENCE S.00'23'56"W. A DISTANCE OF 321.56 FEET; THENCE N.89'43'25"W. A DISTANCE OF 654.36 FEET; THENCE S.00'16'36"W. A DISTANCE OF 10.30 FEET; THENCE N.89'53'09"W. A DISTANCE OF 656.45 FEET; THENCE S.00'11'28"E. ALONG THE ROW A DISTANCE OF 289.25 FEET TO THE WEST ROW LINE OF 7530 WEST; THENCE N.00'11'28"E. ALONG THE ROW A DISTANCE OF 289.25 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 28 LOTS & 1 PARK, 555125 sq.ft. OR 12.74 acres OF LAND MORE OR LESS.

Phase 2 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 4. TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 4, THENCE S.00°00'00"E. A DISTANCE OF 3738.00 FEET: THENCE N.90°00'00"E. A DISTANCE OF 656.88 FEET TO THE WEST R.O.W. LINE OF 7530 WEST AND THE REAL POINT OF BEGINNING:

THENCE N.00'11'28"E. ALONG THE WEST R.O.W. LINE A DISTANCE OF 40.75 FEET; THENCE S.89'53'10"E. A DISTANCE OF 42.55 FEET; THENCE N.00'11'21"E. A DISTANCE OF 614.00 FEET; THENCE N.89'57'09"E. A DISTANCE OF 708.21 FEET MORE OR LESS TO THE WESTERLY BOUNDARY LINE OF THE ALTA MIST ALPACAS SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE IN BOOK 2001 PAGE 360, DATED NOVEMBER 29, 2001; THENCE ALONG SAID SUBDIVISION S.00'11'21"W. A DISTANCE OF 388.07 FEET; THENCE S.00'06'51"W. A DISTANCE OF 12.00 FEET; THENCE N.89'53'09"W. A DISTANCE OF 106.76 FEET; THENCE S.00'11'28"W. A DISTANCE OF 256.93 FEET; THENCE N.89'53'09"W. A DISTANCE OF 117.75 FEET; THENCE N.00'11'28"E. A DISTANCE OF 10.09 FEET; THENCE N.89'48'32"W. A DISTANCE OF 53.00 FEET; THENCE N.89'53'09"W. A DISTANCE OF 235.52 FEET; THENCE N.89'48'32"W. A DISTANCE OF 53.00 FEET; THENCE S.00'11'28"W. A DISTANCE OF 10.23 FEET; THENCE N.89'48'32"W. A DISTANCE OF 184.75 FEET TO THE WEST ROW LINE OF 7530 WEST AND TO THE REAL POINT OF BEGINNING.

CONTAINING 28 LOTS, 435205 sq.ft. OR 10.00 acres OF LAND MORE OR LESS.

EXHIBIT A (Property Description)

Phase 3 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 4. TOWNSHIP 4 SOUTH, RANGE 2 WEST. SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 4, THENCE S.00'00'00"E, A DISTANCE OF 3695.70 FEET: THENCE N.90'00'00"W, A DISTANCE OF 12.20 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.89'53'10"E. A DISTANCE OF 669.22 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 7530 WEST: THENCE S.00'11'28"W. ALONG THE RIGHT OF WAY LINE A DISTANCE OF 329.95.00 FEET; THENCE N.89'53'24"W. A DISTANCE OF 669.20 FEET; THENCE N.00'11'20"E. A DISTANCE OF 330.00 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 14 LOTS., 220821 sq.ft. OR 5.07 acres OF LAND MORE OR LESS.

EXHIBIT B

(Plat Map)





