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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: FOUNDERS TITLE COMPANY - LAYTON  
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# **DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**MOUNTAIN VISTA ESTATES SUBDIVISION AMENDED  
Phase 1 and 2**

**August 30, 2017**

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**DECLARATION**  
OF  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
FOR  
**MOUNTAIN VISTA ESTATES SUBDIVISION AMENDED**  
**Phase 1 and 2**

This Declaration of Covenants, Conditions and Restrictions for Mountain Vista Estates Subdivision Amended phase 1 and 2 ("Declaration") is made and executed by Evergreen Holdings LLC, a Utah limited company ("Declarant").

**RECITALS:**

**A. Name of Project and Description of Land.** The subdivision that is the subject of this Declaration shall be known as Mountain Vista Estates Subdivision Amended phase 1 and 2 ("Project"), and is situated in and upon that certain real property ("Subject Land") located in Morgan County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has prepared and has recorded or will recorded in the office of the County Recorder for Morgan County, State of Utah, a plat map for Mountain Vista Estates Subdivision Amended phase 1 and 2 ("Plat"). There will be fifteen (15) Lots in Phase 1 of the Project, and approximately thirty one (31) Lots in Phase 2.

**B. Intent and Purpose.** Declarant, by recording this Declaration, does so for the purpose of imposing upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within the Project and the Owners thereof.

**ARTICLE I**  
**DEFINITIONS**

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.
- 1.2 **Declarant** shall mean Evergreen Holdings LLC, a Utah limited company, its assigns or its successor in interest that develops or that purchases substantially all the Lots from Evergreen Holdings LLC.
- 1.3 **Design Committee.** The Design Committee created pursuant to Article 5 of this Declaration.

- 1.4 **Dwelling** shall mean and refer to each physically constructed residential dwelling or building containing a single family residence located as an improvement on a Lot.
- 1.5 **Lot** shall mean each individual parcel of real property shown on the Plat(s) as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.
- 1.6 **Mortgage** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.
- 1.7 **Mortgagee** shall mean (i) any person named as the mortgagee or beneficiary under any deed of trust, or (ii) any successor to the interest of such person under such Mortgage.
- 1.8 **Owner** shall mean any person or entity or combination thereof, including the Declarant, owning fee title to a Lot within the Project as shown on the records of Morgan County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.
- 1.9 **Plat or Map** shall mean the Plats for the Project, as recorded in the office of the County Recorder for Morgan County, State of Utah,
- 1.10 **Project** shall mean all Phases of the Mountain Vista Estates Subdivision Amended, and all Lots included therein, and any other adjacent land projects the Declarant wishes to make a part of this Declaration.
- 1.11 **Subject Land** shall mean the land upon which the Project is situated, as more particularly described in Exhibit "A".

## ARTICLE II DIVISION OF PROJECT

- 2.1 **Submission to Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a residential subdivision to be known as Mountain Vista Estates Subdivision Amended. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.
- 2.2 **Subdivision into Lots.** Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat(s).

- 2.3 **Not a Cooperative or Condominium.** The creation of the Project shall not constitute the creation of a cooperative or a Home Owners Association.

### ARTICLE III IMPROVEMENTS

- 3.1 **Description of Improvements.** The Project shall initially be constructed in one phase containing fifteen (15) Lots, as shown on the Plat. Each of the Lots shall, when improved, contain one single family dwelling. A second phase is also planned consisting of 31 Lots. Both shall be incorporated as part of this Declaration.
- 3.2 **Description and Legal Status of Lots.** The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

### ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP

- 4.1 **Ownership and Maintenance of Lots.** The Lot Owners shall repair and maintain all portions of their Lot and the Dwelling thereon. The Lot Owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the Lot Owner's expense, all portions of the Owner's Lot and Dwelling.
- 4.2 **Landscape Installation.** Within one year of occupancy of each and every home built in the Project, the front and side yards, and within two years of occupancy, the back yard, shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the subdivision. "Acceptable landscaping" and "lawn" shall be interpreted by the then existing Design Committee which will reflect the majority view of the then-existing homeowners in the subdivision. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Design Committee. There are landscape restrictions noted on the recorded plat that should be noted prior to landscaping a lot.
- 4.3 **Title.** Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- 4.4 **Prohibition Against Subdivision of Lot.** No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.
- 4.5 **Exclusive Use of Lot.** All Lots are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Lot Owner.
- 4.6 **Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Design Committee as to quality of workmanship and materials, harmony of exterior appearance with existing structures and as to location with

respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. The approval process is set forth in Article 5.

4.7 **Building Size and Construction.** All Dwellings on the Property shall comply with the following requirements:

- (a) No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 35 feet in height (as measured from the front street elevation) and a second car garage which may be detached. Any detached garage shall be compatible in design, architecture and materials to the Dwelling and must be approved by the Design Committee before construction begins.
- (b) All Dwellings shall have a concrete or asphalt paved driveway (or other hard surface approved by the Design Committee) from the garage to the street allowing safe ingress and egress.
- (c) No structure of any kind shall be moved upon any Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Design Committee.
- (d) The ground floor square footage area of the main structure, exclusive of garage and any one-story open porches, with or without a basement, shall not be less than 1300 square feet for a one-story dwelling.
- (e) In a two-story home, which is two stories above the curb level, with or without a basement, the combined area of the ground story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 1900 square feet. The main floor of a two story home, exclusive of garages and any open porches, shall not be less than 900 square feet.
- (f) In a multi-level home (i.e. three or four level split), the top two levels of the main structure, exclusive of garage and any one story open porches, shall not be less than 1700 square feet.
- (g) **Building Exteriors.**
  - (i) No building shall be erected or placed on any Lot having an exterior building surface of less than 20% brick or stone. The remaining exterior surface shall be of bordered stucco, Concrete Board, Hardie Board or the equivalent as approved by the Design Committee. Exterior wood siding may be used with special permission from the Design Committee.
  - (ii) All exterior materials must be approved by the Design Committee prior to commencement of construction.
  - (iii) Aluminum or vinyl shall be allowed in soffit and fascia areas, and in other areas as approved by the Design Committee.

(iv) Roofing materials shall be cedar shake, tile, or asphalt shingle, or as approved by the Design Committee. Roof pitch shall be 4/12 or greater.

(h) All dwellings shall be stick built on site. No prefabricated or manufactured homes shall be permitted.

(i) The purpose of these covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. The minimum square footage cited in this paragraph can be waived if prior written approval of the Design Committee is obtained and the Lot size and topography justifies the waiver, and all other covenants contained in this declaration are met.

(j) The Design Committee reserves the right to be "subjective" in approving or disapproving the construction of any home to be built in the subdivision in order to enhance and protect the value, desirability, and attractiveness of the lots. It is contemplated by this declaration, and agreed to by all Lot owners, that there will be variations and adjustments made by the Design Committee in approving or disapproving building plans. The process of approval by the Design Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with these Protective Covenants.

4.8 **Garage Requirement.** Each Dwelling shall have, at a minimum, a two car attached garage.

4.9 **Building Location.**

(a) Any dwelling or improvements erected or placed on the Lot shall be situated within the side yard, set back and rear Lot line as required by city ordinances. Detached garages or other permitted accessory buildings may not encroach upon any easements.

(b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another Lot.

4.10 **Fences and Walls.** All Fences except for those listed below shall be maintained, repaired and replaced by the Owner of the Lot on which the fence is located. If a fence divides multiple Lots, the fence shall be maintained, repaired and replaced as a shared expense between the Owners whose Lots are divided by the fence. Lot Owners may build a fence on their Lot.

#### ARTICLE V DESIGN COMMITTEE

5.1 **Organization of the Design Committee.** There shall be a Design Committee consisting of not fewer than two (2) members. The members of the Design Committee shall be selected by the Declarant or assignee. Declarant shall have the right to appoint, remove and increase the number of the Design Committee.

- 5.2 **Actions Requiring Approval.** No Dwelling, accessory or addition to a Dwelling, or landscaping or other improvement of a Lot shall be constructed or performed, nor shall any alteration of any structure on any Lot, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.
- 5.3 **Standard of Design Review.** Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration.
- 5.4 **Approval Procedure.** Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.
- 5.5 **Variance Procedure.** If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Declarant. The Declarant shall approve or disapprove the request for variance in writing. If the Declarant fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.
- 5.6 **Non-waiver.** The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.
- 5.7 **Completion of Construction.** Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.
- 5.8 **Exemption of Declarant.** The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Declarant on any Lot or portions or expanded portions of the Project at any time Declarant is the owner of a Lot. One of the purposes for exempting Declarant from the provisions of this Article is to permit Declarant the flexibility to adjust architectural styles and schemes in the event the Declarant determines that changes are needed to reflect changes in building standards and techniques and architectural styles.
- 5.9 **Disclaimer of Liability.** Neither the Declarant, the Design Committee, nor any member thereof acting in good faith shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

## ARTICLE VI



## EASEMENTS

- 6.1 **Utility Easement.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on 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. The easement area of each lot and all improvements in it shall be maintained continuously by the lot, except for those improvements for which a public authority or utility company is responsible. No structure shall be constructed within twelve (12) feet vertically or horizontally of any major power conductor (this does not apply to service lines).

## ARTICLE VII RESTRICTIONS ON USE

- 7.1 **Residential Uses Only.** Each Lot contained in the Project is intended to be used for single family residential housing and is restricted to such use. No Lot or Dwelling shall be used for business or commercial activity except that an Owner may operate an office or business out of their Dwelling provided that no business activity involving clients coming to the home on a regular basis (more than once a day) may take place nor shall the deliveries to the Dwelling more than twice per day.

Nothing herein shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lots owned by Declarant as a "sales" office, or (b) any Owner or his duly authorized agent from freely renting or leasing his Lot from time to time.

- 7.2 **No Noxious or Offensive Activity.** 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. All roof mounted heating and cooling equipment must be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes should be hidden from view from the street.
- 7.3 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.
- 7.4 **Signs.** No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period, or signs used by a property owner advertising the property for sale.
- 7.5 **Livestock and Poultry.** No animals or livestock of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to

the owner's premises or on a leash under handler's control. No poultry of any kind shall be raised bred or kept on any lot. An exception shall be that a maximum of 6 hen chickens which are housed in a well kept pen and not allowed to "free range" at any time shall be allowed. No rooster's are allowed to be housed or kept on any Lot.

- 7.6 **Restriction on Recreational Vehicles.** No boats, trailers, recreational vehicles, or inoperable vehicles shall be parked or stored on the driveway or in any area in front of any Dwelling for more than 72 hours in any 30 day period. If such vehicles are stored on a Lot, they shall be stored in a garage or behind a fence so as not to be visible from the street. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof shall be dismantled, rebuilt, serviced, repaired or repainted on or in the driveway of a Lot or in front of any Dwelling or Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots.
- 7.7 **Vehicles.** No vehicles of any kind, including, but not limited to, passenger automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, snowmobile trailers, mobile homes, two and three wheel motor vehicles (hereinafter collectively referred to as "vehicles"), are to be parked or stored in the front or side street of the Lots, with the exception that passenger automobiles and light duty trucks may be parked in the front or side street provided they are in running condition, properly licensed, being regularly used. With the exception of passenger automobiles and light duty trucks, all vehicles must be stored in an enclosed garage. All vehicles that are inoperable shall not be permitted to accumulate upon any street or Lot. No vehicle shall be dismantled, rebuilt, serviced, or repaired on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the site and sound of such activity from the public streets and neighboring Lots.
- 7.8 **Construction Period Exemption.** During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.
- 7.9 **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each Lot and its abutting street are to be kept free of trash, weeds and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public.
- 7.10 **Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such

intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 7.11 **Damage.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or builder of any particular lot in this subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

#### ARTICLE VIII DECLARANT'S SALES PROGRAM

- 8.1 **Declarant's Right to Promote and Sell the Project.** Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner ("Occurrence"), Declarant, its successor or assigns shall have the following rights in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant:
- (a) **Sales Offices and Model Lots.** Declarant, its successors and assigns, shall have the right to maintain sales offices, including a trailer, and model homes on Lots. Sales offices may be located on any Lot (at any location) owned by Declarant. Declarant shall have the right to maintain any number of model homes it may desire using the Lots Declarant owns.
  - (b) **Promotional Devices.** Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or Lots owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary and according to municipal code.

#### ARTICLE IX PROJECT EXPANSION

- 9.1 **Reservation of Option to Expand.** Declarant hereby reserves the option to expand the Project to add the Additional Land to the Project, or to add a New Development (as hereinafter defined). This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire thirty (30) years from the effective date of the Declaration unless sooner terminated by Declarant's recorded waiver of such option, there being no other circumstances which will cause the option to expire prior to said thirty (30) years. Such right may be exercised without first obtaining the consent or vote of any Association or the Lot Owners and shall be limited only as herein specifically provided. Lots may be created from the Additional Land or from any of real property adjacent to the Project. The total number of Lots in the Project, as expanded, or in a New Development, shall not

exceed the number permitted by local ordinance, although no representation is made as to the total number of Lots or units that may be part of the Project in the future. It is not known if any buildings, homes or dwellings constructed on the Additional Land shall be consistent with and conform in size and design to those of the initial phase(s) of the Project, so no representation is made that this will be the case.

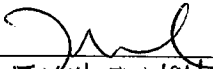
- 9.2 **Expansion of Definitions.** In the event of such expansion of the Project the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as expanded. (Example: "Property" shall mean the real property initially submitted under the Declaration, plus any additional property added to the Project by a supplemental declaration or by supplemental declarations, and reference to this Declaration shall mean this Declaration as so supplemented.

#### **ARTICLE X GENERAL PROVISIONS**

- 10.1 **Intent and Purpose.** The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a residential project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 10.2 **Effective Date.** This Declaration and any amendments thereto shall take effect upon recording.

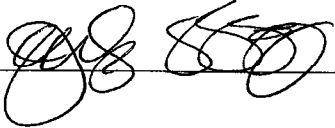
EXECUTED BY DECLARANT on the date of notarization appearing below:

Evergreen Holdings LLC

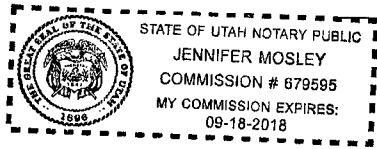
  
By Tyrell J. Wall  
Its: Manager

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

On this 20th day of September, 2017, personally appeared before me Tyrell J. Wall, who being by me duly sworn, did say that he is manager of Evergreen Holdings LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and he duly acknowledged to me he executed the same.



Notary Public



# EXHIBIT "A"

## LEGAL DESCRIPTION

### MOUNTAIN VISTA ESTATES SUBDIVISION AMENDED PHASE 1

BEGINNING ON THE SOUTHWESTERLY LINE OF 700 EAST STREET AT THE NORTHWESTERLY CORNER OF THE WEAVER PROPERTY, SAID POINT BEING LOCATED NORTH 00°49'09" WEST 3326.62 FEET ALONG SECTION LINE AND WEST 831.55 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 4°45'21" WEST 1099.46 FEET MEASURED BETWEEN CENTERLINE MONUMENTS ALONG MOHAGANY RIDGE ROAD LOCATED AT MOUNTAIN VIEW DRIVE (900 EAST) AND EAGLE VIEW DRIVE (1100 EAST), AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 86°13'16" (CHORD BEARS SOUTH 78°09'23" WEST 20.50 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 35°02'45" WEST ALONG THE WESTERLY LINE OF THE WEAVER PROPERTY DESCRIBED IN BOOK 192, AT PAGE 1057 OF MORGAN COUNTY RECORDERS (SOUTH 35°51'54" WEST BY RECORD) AND THE PROLONGATION THEREOF 147.20 FEET; THENCE SOUTH 48°15'34" EAST 102.67 FEET (104.78 FEET BY RECORD SEE MORGAN COUNTY ENTRY #135737, BOOK 321, PAGE 904 IN FAVOR OF WEAVER); THENCE SOUTH 57°01'55" EAST (SOUTH 56°12'47" EAST BY RECORD) 37.79 FEET ALONG THE SOUTH LINE OF THE WEAVER PROPERTY DESCRIBED IN MORGAN COUNTY RECORD, BOOK 320, PAGE 756) TO AN EXISTING FENCE AS DESCRIBED ON MORGAN COUNTY RECORD OF SURVEY #239; THENCE SOUTH 36°10'47" WEST ALONG SAID EXISTING FENCE AND SURVEY 240.89 FEET (SOUTH 36°59'56" WEST BY RECORD); THENCE SOUTH 36°10'51" WEST ALONG SAID FENCE AND SURVEY 79.20 FEET (SOUTH 37°00'00" WEST BY RECORD) TO THE CENTERLINE OF AN EXISTING CANAL; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING (4) CALLS: (1) SOUTH 38°35'59" EAST 85.55 FEET, (2) SOUTH 43°56'32" EAST 73.69 FEET, (3) SOUTH 43°18'48" EAST 115.13 FEET, AND (4) SOUTH 35°37'07" EAST 78.51 FEET TO THE NORTHEAST CORNER OF A MORGAN CITY PARCEL ROTATED TO SECTION LINE; THENCE SOUTH 36°43'32" WEST 145.41 FEET (SOUTH 37°13'35" WEST BY RECORD) TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE NORTH 53°23'37" WEST 9.90 FEET; THENCE NORTH 58°00'04" WEST 500.11 FEET; NORTH 31°59'56" EAST 105.05 FEET; THENCE NORTH 58°00'04" WEST 105.19 FEET; THENCE NORTH 31°59'56" EAST 60.00 FEET; THENCE NORTH 35°51'54" EAST 109.11 FEET; THENCE NORTH 58°00'04" WEST 107.39 FEET; THENCE NORTH 31°59'56" EAST 102.08 FEET; THENCE NORTH 35°27'18" EAST 60.08 FEET; THENCE NORTH 51°29'55" EAST 168.47 FEET; THENCE SOUTH 58°05'02" EAST 2.08 FEET TO THE SOUTHWESTERLY CORNER OF THE PRESCOTT PROPERTY ROTATED TO SECTION LINE DESCRIBED IN BOOK 315, AT PAGE 321; THENCE SOUTH 57°07'17" EAST ALONG THE SOUTHERLY LINE OF SAID PRESCOTT PROPERTY 149.34 FEET (SOUTH 56°18'08" EAST BY RECORD); THENCE NORTH 35°02'30" EAST ALONG THE EASTERLY LINE OF SAID PRESCOTT PROPERTY 149.72 FEET TO A NON-TANGENT CURVE; THENCE NORTHWESTERLY 12.59 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°06'12" (CHORD BEARS NORTH 34°46'03" WEST 12.23 FEET) TO SAID SOUTHERLY LINE OF 700 EAST STREET; AND THENCE SOUTH 58°43'59" EAST ALONG SAID SOUTHERLY LINE 90.06 FEET TO THE POINT OF BEGINNING.

CONTAINING: 265,833 SQ.FT. (6.10) ACRES

**MOUNTAIN VISTA ESTATES SUBDIVISION AMENDED PHASE 2**

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 114, MOUNTAIN VISTA ESTATES SUBDIVISION AMENDED PHASE 1, A PLAT TO BE RECORDED AT THE MORGAN COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED NORTH 00°49'09" WEST 3322.91 FEET ALONG SECTION LINE AND WEST 1114.76 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 4°45'21" WEST 1099.46 FEET MEASURED BETWEEN CENTERLINE MONUMENTS ALONG MOHAGANY RIDGE ROAD LOCATED AT MOUNTAIN VIEW DRIVE (900 EAST) AND EAGLE VIEW DRIVE (1100 EAST)), AND RUNNING THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (8) CALLS: (1) SOUTH 51°29'55" WEST 168.47 FEET TO THE NORTHERLY LINE OF A STREET, (2) SOUTH 35°27'18" WEST 60.08 FEET TO THE SOUTHERLY LINE OF SAID STREET, (3) SOUTH 31°59'56" WEST 102.08 FEET, (4) SOUTH 58°00'04" EAST 107.39 FEET, (5) SOUTH 35°51'54" WEST 109.11 FEET TO THE NORTHERLY LINE OF A STREET, (6) SOUTH 31°59'56" WEST 60.00 FEET TO THE SOUTHERLY LINE OF A STREET, (7) SOUTH 58°00'04" EAST ALONG SAID SOUTHERLY LINE 105.19 FEET, AND (8) SOUTH 31°59'56" WEST 105.05 FEET TO THE SOUTHWESTERLY CORNER OF SAID SUBDIVISION; THENCE NORTH 58°00'04" WEST 884.72 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 32°37'23" EAST ALONG SAID EXISTING FENCE LINE 435.08 FEET; SOUTH 58°00'04" EAST 133.56 FEET; THENCE SOUTH 07°58'37" EAST 26.80 FEET TO THE NORTHERLY LINE OF A 60' WIDE STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39°58'33" (CHORD BEARS SOUTH 77°59'20" EAST 71.78 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 58°00'04" EAST ALONG SAID NORTHERLY LINE 308.54 FEET; THENCE NORTH 31°59'56" EAST 154.19 FEET; THENCE SOUTH 58°45'20" EAST (SOUTH 57°54'24" EAST BY RECORD) 105.04 FEET TO A POINT LOCATED 31.19 FEET SOUTHWESTERLY ALONG THE PROLONGATION OF THE EASTERLY LINE OF A LOT FROM THE SOUTHEASTERLY CORNER THEREOF, SAID LOT BEING LOT 2, CEDAR HOLLOW SUBDIVISION, A PLAT RECORDED AT THE MORGAN COUNTY RECORDERS OFFICE AND ROTATED TO MEASURED SECTION LINE; THENCE SOUTH 58°05'02" EAST ALONG THE SOUTHWESTERLY LINE OF THE PRESCOTT PROPERTY WHEN ROTATED TO SECTION LINE 102.80 FEET TO THE POINT OF BEGINNING.

CONTAINING: 362,930 SQ.FT. (8.33) ACRES

Mountain Vista Estates Subdivision Amended parcels:

Serial No.		Account #
06-290-002-5	Part of	00-0074-4178
06-290-002	Part of	00-0063-3864
06-290-002-3	Part of	00-0072-5288
06-290-002-1	Part of	00-0065-7874
06-290-002-1-2	Part of	00-0084-8464
06-288	Part of	00-0063-4773
06-289	Part of	00-0063-4511
06MTV1-0001	All of	00-0073-7573
06MTV1-0002	All of	00-0073-7574
06MTV1-0003	All of	00-0073-7575
06MTV1-0004	All of	00-0073-7576
06MTV1-0005	All of	00-0073-7577