

13



**DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS**

OF

Cottonwood, Phase 1

THIS DECLARATION (hereinafter the "Declaration") is made and executed this 30th day of July, 20 13, by Salisbury Developers, Inc., a Utah corporation, (hereinafter the "Declarant"), in its capacity as the owner of the below described real property and as the developer of Cottonwood, St. George, Washington County, Utah, (hereinafter the "Project").

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in St. George City, Washington County, Utah, and more particularly described on Exhibit A attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Original Land").

WHEREAS, the Declarant is the owner, or may become the owner, of the real property located in St. George City, Washington County, Utah, and more particularly described on Exhibit B attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Expansion Land").

WHEREAS, the Declarant is developing the Original Land and Expansion Land as a subdivision which is to be known as Cottonwood and on which Declarant, or other parties will construct certain single residences and other improvements.

WHEREAS, the Declarant desires to provide for the preservation of the values of the Lots on the Project or in the Subdivision and which will be constructed on the Original Land or Expansion Land.

DECLARATION

NOW, THEREFORE, the Declarant does hereby state the Declaration in its entirety and hereby makes the following declaration:

ARTICLE I

DEFINITIONS

Unless the Declarant shall clearly indicate otherwise, the following terms as used in this Declaration shall have the meanings set forth in this article:

1.1 Declarant shall mean Salisbury Developers, Inc., a Utah corporation and its successors and assigns, if any, as developer of the Project.

1.2 Declarant Control Period shall mean the period of time from recordation of this Declaration until the earlier of (a) the date that the Declarant, or its successor or assign, has sold all of the Lots in the Project which shall mean and include not only all of the Lots on the Property but all of the Lots that are or could be included in the Project on the Expansion Land, if and as the same may be included in the Project as provided herein, or (b) the date the Declarant shall elect to terminate the Declarant Control Period and shall execute a written termination thereof.

1.3 Declaration shall mean this Declaration of Easements, Covenants, Conditions, and Restrictions.

1.4 Expansion Land shall mean and refer to that real property to be situated in St. George City, Washington County, Utah, more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, together with all Improvements which may be constructed thereon. A description of the Expansion Land is set forth in this Declaration solely for purposes of identification and this Declaration is not deemed to constitute a lien, encumbrance, or restriction upon all or any portion of the Expansion Land unless and until the same is added to and becomes a part of the Property in accordance with the provisions of this Declaration.

1.5 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Project as designated on the Plat, including any amended or supplemental plat.

1.6 Owner shall mean any person or entity, including the Declarant, who is the owner of record or the contract purchaser of a fee or undivided fee interest in a Lot. If more than one person or entity shall be the Owner of a particular Lot, then all of such persons or entities shall be jointly and severally liable for all obligations and responsibilities of an Owner hereunder.

1.7 Plat shall mean the plat covering the Property and which is entitled Cottonwood, Phase 1, St. George City, Washington County, Utah, prepared and certified by Roger M. Bundy, (a registered Utah land surveyor, Certificate No. 7654) which plat has been executed by Declarant and is filed for record in the office of the Washington County Recorder or will be filed for Record concurrently with this Declaration. Plat shall also mean any amendments to the above named plats.

1.8 Property shall mean all Land covered by this Declaration, including Lots, all buildings, improvements and other structures thereon, all easements, rights and appurtenances belonging thereto and all personal property intended for use in connection therewith.

1.9 Residence shall mean the single family dwelling to be constructed on a Lot.

ARTICLE II.

SUBMISSION OF LAND AND EXPANSION LAND

2.1 Submission of Property. The Declarant hereby submits and subjects the real property located in St. George City, Washington County, Utah and more particularly described on Exhibit A, the buildings, improvements, and other structures located thereon, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, buildings, improvements, structures, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

2.2 Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements (other than Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete on the Property the private and public roads to serve the Project; (b) to construct and complete each of the Residences and all of the other improvements to be constructed on the Lots and to do all other things reasonably necessary in connection therewith; (c) to construct and complete on the Property and to improve portions of the Property with such other additional improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem to be necessary or appropriate, and (d) such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of the Lots hereof. With the exception of perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms expire five (5) years after the date on which this Declaration is filed for record with the County Recorder of Washington County.

2.3 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, Mortgagee, tenant, or occupant of a Lot shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot thereby consents to and agrees to be bound by all of the provisions of this Declaration.

2.4 Annexation. All or any part of the Expansion Land may be annexed to and become subject to this Declaration as a part of the Property and thus become subject to the Declaration and the jurisdiction of the Association, provided that a Supplementary Declaration covering a portion of the Expansion Land shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said Expansion Land described therein making the same subject to this Declaration and thereafter said annexed property shall be a part of the Property. There is no requirement that the Expansion Land or any part of it become part of the Project. Until such annexation, the Expansion Land shall not be part of the Project nor be subject to the terms of this Declaration.

ARTICLE III.

NATURE AND INCIDENTS OF OWNERSHIP

3.1 Utility Easements. There is reserved hereby an easement for all pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities which traverse, intersect, or underlie the Property, whether such pipes, lines, utilities and facilities are now existing or hereafter constructed and further are subject to an easement necessary for ingress to, egress from, repair, maintenance, and replacement of such pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities.

3.2 Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

3.3 Title to Lots. Title to a Lot, consisting of a fee simple interest therein, may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

3.4 Description of a Lot. Every deed, mortgage, purchase contract, lease, or other instrument, conveying, encumbering or affecting the title to a Lot shall describe that Lot by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear on the records of the County Recorder of Washington County, Utah, in substantially the following fashion:

Lot _____, Cottonwood, Phase ____ recorded in the County Recorder of Washington County, Utah, as Entry No. _____, in Book _____, Page _____, SUBJECT TO the Declaration of Easements, Covenants, Conditions and Restrictions of Cottonwood, Phase 1 recorded in the office of the Washington County Recorder as Entry No. _____, in Book _____, at Page _____, (as the same is amended or modified) TOGETHER WITH a right and easement of use of the Common Areas as described and provided in the said Declaration and Plat described above.

Whether or not the above form is used in any such instrument, the provisions of this Declaration shall be binding upon and inure to the benefit of any party acquiring an interest in a Lot.

ARTICLE IV.

USE RESTRICTIONS

4.1 Residential Use. Each of the Lots in the Project shall be used for single family housing in compliance with St. George City ordinances. No building shall be erected or placed on any Lot other than a Residence, together with a garage and such outbuildings as are

customarily appurtenant to a residence and are permitted by St. George City ordinances. An "outbuilding" shall mean an enclosed covered structure not directly attached to the Residence.

4.2 Architectural Control Committee. The Architectural Control Committee shall be the Declarant until the Declarant Control Period expires as indicated herein. The Declarant may assign the role of the Architectural Control Committee at any time during the Declarant Control Period. Prior to the expiration of the Declarant Control Period, the Declarant will either a) terminate the Architectural Control Committee by amending this Declaration or b) assign, in writing, the role of the Architectural Control Committee to three (3) Owners in the Plat. Members of the Architectural Control Committee who serve after the Declarant will serve for 2 (two) consecutive years. At the conclusion of the two (2) year term, three (3) new Architectural Control Committee members may be selected upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy. The Architectural Control Committee may be dissolved upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy only after the Declarant Control period has expired.

The construction of any Residence, out-building, fence, wall or other structure (hereinafter "Improvement") shall be subject to the following restrictions and conditions.

(a) No Improvement may be commenced, erected, or maintained without the approval of the Architectural Control Committee.

(b) Any Owner proposing the construction of any Improvement shall submit, in writing, plans and specifications for the same to the Architectural Control Committee. Such plans and specifications shall include but not be limited to the nature, kind, shape, height, materials, plot plans, floor plans, exterior color scheme, grading plan and finished elevations.

(c) The Architectural Control Committee shall have the right to refuse any such plans, specifications, or grading or landscaping plans which are not suitable or desirable, in the Committee's opinion, for aesthetic or other reasons, and may take into consideration the suitability of the proposed building or other structure, the materials to be used, the harmony thereof with the surroundings, the topography of the land, and the effect of the proposed Improvement on the view from adjacent or neighboring Lots.

(d) In the event the Architectural Control Committee shall fail to disapprove of the plans and specifications within thirty (30) days of the date of submission, such failure shall be deemed to be approval.

(e) The Architectural Control Committee shall not be liable for its approval or disapproval of any plans of specifications or for any action or failure to act in regard to such approval process.

(f) Upon approval by the Architectural Control Committee, the construction of the Improvements shall be promptly commenced and shall diligently proceed to completion. All such construction shall be completed within twelve (12) months of the approval or deemed

approval unless the Architectural Control Committee shall extend the time for completion upon a determination that such extension is warranted by unusual circumstances or to delays which are beyond the control of the Owner constructing such Improvements.

4.3 Other Restrictions. Nothing shall be done on or kept on or in any Lot which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by Owner or Owners' invitees; provided, however, that any invitee to the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Residence or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Residences or Lots. No obnoxious, destructive, or offensive activities shall be carried on any Lot nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

4.4 Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted for the use of the Project.

ARTICLE V.

DUTIES AND OBLIGATIONS OF OWNERS

5.1 Maintenance and Repair. Each Owner shall, at his or her sole cost and expense, keep his or her Lot and all improvements thereon, in a clean, safe, sanitary and attractive condition, and in a good state of repair. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, thereby contributing to the beauty and value of the neighborhood. The Owners obligation shall include the obligations to keep any landscaping on his or her Lot in a clean, safe and attractive condition and in good order, condition and repair. No Residence, building, structure, landscaping or fencing upon any Lot shall be permitted to fall into disrepair.

5.2 Observation of Rules and Regulations. Each Owner shall be responsible for the observance by Owner and any guests or invitees of Owner of the rules and regulations adopted from time to time by the Association.

ARTICLE VI

MULTIPLE OWNERS

6.1 Multiple Owners of a Lot. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the one (1) vote appurtenant to such Lot be cast with respect to any issue. A vote cast at any meeting or by written consent by

any such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting or in writing by another Owner of the same Lot, in which event no vote will be counted with respect to such Lot except to determine the presence or absence of a quorum.

ARTICLE VII

BUILDING AND DESIGN STANDARDS

7.1 Building Locations: Each Residence and any other buildings shall be located such that all set back requirements are in conformity with minimums set by St. George City and as otherwise noted on the recorded subdivision plat.

7.2 Building Structures and Accessories: Every Residence, exclusive of garages, shall have a minimum finished area above the grade level of the Lot of Sixteen Hundred (1600) square feet for a single-level Residence and Two Thousand Four Hundred (2400) square feet for a two-story, of which Twelve Hundred (1200) square feet in such two story Residence must be on the main floor.

7.3 Building Height. No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No Residence shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures in its sole and absolute discretion.

7.4 Garages. Each Residence must accommodate a minimum of two (2) cars, in a fully enclosed garage. Where possible, side entry garages are encouraged to present a varied and less uniform scope. Carports are not permitted.

7.5 Exterior Building Materials. Brick, stone, stucco, or other masonry materials approved by the Architectural Control Committee are required to cover at least eighty percent (80%) of the exterior of the Residence. Other high quality exterior materials, including but not limited to LP Smartside, may be used but must first be approved by the Architectural Control Committee. The colors and materials on the Residences shall be varied to improve the aesthetics of the Subdivision. Color combinations should blend well as to enhance the overall look of each Residence. Extreme color combinations and designs are not permitted.

7.6 Roofs. Roofing materials will consist of concrete tile or slate. Roof pitch shall not be less than 4/12 over the main portion of the structure.

7.7 Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Residence, and shall be integral to the architecture of the Residence.

7.8 Mailboxes. Mailboxes will be located in accordance with the U.S. Postmaster requirements.

7.9 Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.

7.10 Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.

7.11 Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the Lot or street, may be constructed of brick, cinder block, pre-cast concrete or wrought iron, or combinations of the above materials. No vinyl, chain link, wire, or wood, fencing or gates will be allowed. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard and need to be in compliance with St. George City ordinance for fences. Side yard fences on corner lots must be set back at least 10 feet from the sidewalk. Rear and side yard fencing is encouraged. Gates shall be of wrought iron or metal which is visually compatible in color and design with walls and fences on the Lot and surrounding Lots.

7.12 Antennas and Satellite Dishes All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed, provided they are screened from view from the streets whenever possible unless the Architectural Control Committee shall waive the requirement of such screening. FCC Antenna and Dish Policy. Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite (“DBS”) antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed; provided the FCC regulated dish is placed in a location screened from view of the Streets. No dish may encroach upon the property of another Owner. The dish must comply with all applicable city, county and state laws, regulations and codes. Installation must be pursuant to the manufacturer’s instructions. In order to protect against personal injury and property damage, a dish may not be placed in a location where it may come into contact with a power line. In order to protect against personal injury and property damage, all dishes must be properly grounded and secured. In order to protect against personal injury, dishes may not block or obstruct any driver’s view of an intersection or Street. The Owner is responsible for all costs associated with the installation and maintenance of a dish. The Owner is responsible for all damage caused by or connected with the dish. The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration. If any provision of this Section is ruled invalid, the remainder of these rules shall remain in full force and effect. If the FCC modifies its rules, the modified rules shall be incorporated into this Section as if fully set forth herein.

7.13 Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impact on adjacent Lots or Residences with light or sound. Pool heaters

and pumps must be screened from view and sound insulated from neighboring Residences. No unsightly structures shall be constructed or permitted.

7.14 Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view from the street and adjoining lots unless such screening is waived by the Architectural Control Committee. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

7.15 Landscaping Guidelines and Requirements. For each Residence, landscaping of entire yard, including grass, trees, and shrubs, must be completed within twelve (12) months following completion or occupancy. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Each Lot Owner will commence construction of a home within twelve (12) months of Lot purchase. Landscaping that includes wooded cluster of trees and shrubs is encouraged. Landscaping shall conform with the standard community wide landscaping plan approved by the city of St. George. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.

7.16 Sprinkler System. Each Lot must have a functional automated watering system.

7.17 Water Drainage. Each Lot Owner is responsible for retaining all soil erosion and water drainage, including but not limited to, rain, snow melt and sprinklers within their own Lot. Any desired or necessary retaining walls to accomplish such retention are the responsibility of each Lot Owner.

7.18 Machinery and Equipment: No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Residence or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

7.19 Trash Container and Collection: All garbage and trash shall be placed and kept in covered containers. As much as is possible, such containers shall be maintained as not to be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

7.20 Ground Water and Soil Erosion: If the Lot Owner chooses to design his home with a basement, he is encouraged to obtain a Soils Engineer's study and follow the recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water. It is the responsibility of each Owner to prevent runoff water from entering adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to provide positive drainage away from the Residence and to minimize erosion and runoff. Any desired or necessary retaining walls are the responsibility of each Lot Owner and must meet the requirements of the Architectural Control Committee and applicable St. George City Ordinances.

7.21 Recreational and Other Vehicles: No large trucks (over 10,000 pounds gross vehicle weight) and commercial vehicles belonging to Owners or other residents of the Residence shall be parked within or adjacent to the Lot, except temporary parking, not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats, motor homes, or other recreational vehicles, other than regularly used passenger cars and light trucks which may be parked upon driveway areas, must be kept on side or rear yards behind the front yard setback obscured from the view from the front.

ARTICLE VIII

MISCELLANEOUS

8.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of Washington County at the time of delivery or mailing.

8.2 Amendment of this Declaration. During the Declarant Control Period, the Declarant at any time and from time to time, alone, shall be entitled to amend this Declaration and the Plat; provided, however, that Declarant shall not have the right to amend the Plat so as to modify the location, dimensions or size of any Lot which has been previously conveyed to an Owner. After the Declarant Control Period, the Owners at any time, and from time to time, shall have the right to amend this Declaration and/or the Plat upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy. Any such amendment shall be by an instrument duly recorded with the County Recorder of Washington County, Utah.

8.3 Declarant's Rights Assignable. Declarant's rights under this Declaration or in any way relating to the Property, the Expansion Land or the Project may be assigned.

8.4 Enforcement of Restrictions. Owners shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this declaration. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

8.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

8.6 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated,

such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

8.7 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration of any paragraph or provisions hereof.

8.8 Effective Date. This Declaration, any Plat and any amendment or supplement to either, shall take effect upon the recording thereof in the office of the County Recorder of Washington County, Utah and shall remain in effect until terminated by the recording of an instrument executed and consented to in accordance with the provisions of Section 12.2.

8.9 Conflict. In case any provisions shall conflict with Utah law, Utah law shall be deemed to control.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hands the day and year first above appearing.

Dated this 30th day of July, 2013.

DECLARANT:

Salisbury Developers, Inc., a Utah corporation,

By: [Signature]

Title: President

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On this 30th day of July, 2013, personally appeared before me Rick Salisbury, the President of Salisbury Developers, Inc., a Utah corporation, and that said document was signed by him in behalf of said corporation and said he acknowledged to me that said corporation executed the same.

[Signature]
Notary Public



EXHIBIT A

Legal Description of Original Land

COTTONWOOD – PHASE 1

BEGINNING AT A POINT SOUTH 01°09'55" WEST 831.04 FEET ALONG THE SECTION LINE AND SOUTH 88°50'04" EAST, 1330.46 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF CURVE OF A 500.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A RADIAL BEARING NORTH 20°09'39" WEST, THENCE RUNNING ALONG SAID BOUNDARY LINE 189.49 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°42'48"; THENCE NORTH 48°07'32" EAST, 304.03 FEET, TO THE POINT OF CURVE OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE RUNNING NORTHEASTERLY 373.23 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°46'08"; THENCE SOUTH 89°06'20" EAST, 192.21 FEET; THENCE SOUTH 00°53'40" WEST, 72.83 FEET, TO THE POINT OF CURVE OF A 800.00 FOOT RADIUS CURVE TO THE LEFT, THENCE RUNNING SOUTHERLY 55.48 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°58'24"; THENCE SOUTH 86°55'16" WEST, 25.00 FEET; THENCE NORTH 89°06'20" WEST, 110.53 FEET; THENCE SOUTH 85°40'57" WEST, 86.20 FEET; THENCE SOUTH 76°37'05" WEST, 74.59 FEET; THENCE SOUTH 65°25'06" WEST, 148.43 FEET; THENCE SOUTH 52°00'49" WEST, 88.07 FEET; THENCE SOUTH 48°07'32" WEST, 237.61 FEET; THENCE SOUTH 55°14'26" WEST, 86.06 FEET; THENCE SOUTH 18°03'53" EAST, 17.37 FEET; THENCE SOUTH 71°56'07" WEST, 150.00 FEET; THENCE NORTH 18°03'54" WEST, 89.94 FEET; THENCE NORTH 20°09'39" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3.16 ACRES

SG-5-3-15-448
SG-CTT-1-1
SG-CTT-1-2
SG-CTT-1-3
SG-CTT-1-4
SG-CTT-1-5
SG-CTT-1-6
SG-CTT-1-7
SG-CTT-1-8
SG-CTT-1-9
SG-CTT-1-10

EXHIBIT B

Legal Description of Expansion Land

COTTONWOOD PHASE 2

BEGINNING AT A POINT SOUTH 01°09'55" WEST 943.92 FEET ALONG THE SECTION LINE AND SOUTH 88°50'05" EAST, 1370.99 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 71°56'07" EAST, 150.00 FEET; THENCE NORTH 18°03'53" WEST, 17.37 FEET; THENCE NORTH 55°14'26" EAST, 86.06 FEET; THENCE NORTH 48°07'32" EAST, 237.61 FEET; THENCE NORTH 52°00'25" EAST, 88.06 FEET; THENCE NORTH 65°25'06" EAST, 148.43 FEET; THENCE NORTH 76°37'05" EAST, 74.59 FEET; THENCE NORTH 85°40'57" EAST, 86.20 FEET; THENCE SOUTH 89°06'20" EAST, 110.53 FEET; THENCE NORTH 86°55'16" EAST, 25.00 FEET; TO THE POINT OF CURVE OF A 800.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A RADIAL BEARING NORTH 86°55'16" EAST, THENCE RUNNING SOUTHEASTERLY 228.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°23'34"; THENCE SOUTH 68°21'14" WEST, 25.02 FEET; THENCE SOUTH 73°40'50" WEST, 111.23 FEET; THENCE SOUTH 89°48'16" WEST, 125.12 FEET; THENCE SOUTH 67°33'57" WEST, 49.84 FEET; THENCE SOUTH 52°34'57" WEST, 118.38 FEET; THENCE SOUTH 01°14'11" WEST, 53.46 FEET; THENCE NORTH 83°41'18" WEST, 113.92 FEET; THENCE SOUTH 22°13'33" EAST, 79.24 FEET; THENCE SOUTH 67°46'27" WEST, 51.60 FEET; THENCE SOUTH 71°56'07" WEST, 106.11 FEET; THENCE SOUTH 18°03'53" EAST, 51.79 FEET; THENCE SOUTH 71°56'07" WEST, 150.00 FEET; THENCE NORTH 18°03'53" WEST, 11.39 FEET; THENCE SOUTH 71°56'07" WEST, 100.00 FEET; THENCE NORTH 18°03'53" WEST, 240.00 FEET TO THE POINT OF BEGINNING.
CONTAINS: 5.82 ACRES

COTTONWOOD PHASE 3

BEGINNING AT A POINT SOUTH 01°09'55" WEST 1050.04 FEET ALONG THE SECTION LINE AND SOUTH 88°50'05" EAST, 1672.79 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 71°56'07" EAST, 106.11 FEET; THENCE NORTH 67°46'27" EAST, 51.60 FEET; THENCE NORTH 22°13'33" WEST, 79.24 FEET; THENCE SOUTH 83°41'18" EAST, 113.92 FEET; THENCE NORTH 01°14'11" EAST, 53.46 FEET; THENCE NORTH 52°34'57" EAST, 118.38 FEET; THENCE NORTH 67°33'57" EAST, 49.84 FEET; THENCE NORTH 89°48'16" EAST, 125.12 FEET; THENCE SOUTH 34°11'34" WEST, 128.68 FEET TO THE POINT OF CURVE OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A RADIAL BEARING SOUTH 27°58'41" WEST; THENCE RUNNING SOUTHERLY 98.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113°13'26" TO THE POINT OF REVERSE CURVATURE OF A 30.00 FOOT RADIUS CURVE; THENCE RUNNING SOUTHWESTERLY 26.16 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 49°57'55"; THENCE SOUTH 01°14'11" WEST, 18.50 FEET TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE RUNNING SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 01°14'09" WEST, 50.00 FEET; THENCE NORTH 88°45'49" WEST, 60.31 FEET; THENCE SOUTH 00°53'40" WEST, 100.00 FEET; THENCE NORTH 88°45'49" WEST, 285.99 FEET; THENCE NORTH 47°49'03" WEST, 93.26 FEET; THENCE NORTH 18°03'53" WEST, 76.81 FEET TO THE POINT OF BEGINNING.
CONTAINS: 2.64 ACRES

COTTONWOOD SUBDIVISION PHASE 4 AND 5

BEGINNING AT A POINT SOUTH 01°09'55" WEST, 1170.52 FEET ALONG THE SECTION LINE AND SOUTH 88°50'05" EAST, 1450.04 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 71°56'07" EAST, 100.00 FEET; THENCE SOUTH 18°03'53" EAST, 11.39 FEET; THENCE NORTH 71°56'07" EAST, 50.00 FEET; THENCE NORTH 71°56'07" EAST, 100.00 FEET; THENCE SOUTH 18°03'53" EAST, 25.02 FEET; THENCE SOUTH 47°49'03" EAST, 93.26 FEET; THENCE SOUTH 88°45'44" EAST, 285.99 FEET; THENCE NORTH 00°53'40" EAST, 100.00 FEET; THENCE SOUTH 88°45'49" EAST, 60.31 FEET; THENCE NORTH 01°14'09" EAST, 50.00 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 01°14'15" EAST); THENCE NORTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'56"; THENCE NORTH 01°14'11" EAST, 18.50 FEET TO A POINT ON A 30.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 26.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°57'55" TO A POINT ON A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY 98.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113°13'26"; THENCE NORTH 34°11'34" EAST, 128.68 FEET; THENCE NORTH 73°40'50" EAST, 111.23 FEET; THENCE NORTH 68°21'14" EAST, 25.02 FEET TO A POINT ON A 800.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 70°31'41" EAST); THENCE SOUTHEASTERLY 220.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°46'11"; THENCE NORTH 51°48'10" EAST, 16.68 FEET TO A POINT ON A 150.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 102.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°05'30"; THENCE SOUTH 89°06'20" EAST, 138.57 FEET TO A POINT ON THE CENTERLINE OF A PROPOSED 90.00 FOOT WIDE ROAD; THENCE SOUTH 00°53'40" WEST, 434.58 FEET ALONG SAID CENTERLINE TO A POINT ON THE 1/16TH LINE; THENCE NORTH 88°50'33" WEST, 5.88 FEET ALONG THE 1/16TH LINE; THENCE LEAVING SAID 1/16TH LINE SOUTH 01°08'59" WEST, 118.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY TO SUN VALLEY ESTATES PHASE 11, AS RECORDED AT THE WASHINGTON COUNTY RECORDER'S OFFICE (DOC. #20120043780); THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: NORTH 88°51'01" WEST, 50.60 FEET; THENCE NORTH 88°45'49" WEST, 1047.64 FEET; THENCE NORTH 18°03'53" WEST, 283.80 FEET TO THE POINT OF BEGINNING.
CONTAINS: 11.34 ACRES