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11/20/97 10:59 AM 97.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: R JORDAN , DEPUTY - WI

Recording Requested by and
When Recorded Return To:

Copper Creek Development, LLC
c/o Cannon Associates, Inc.
#24 South 600 East, Suite 4
Salt Lake City, Utah 84102
Attn: Tracey Cannon

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COPPER CREEK ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(the "Declaration") is made as of the 17th day of November, 1997, (the "Effective Date"),
by **COPPER CREEK DEVELOPMENT, LLC**, a Utah limited liability company
("Declarant").

RECITALS:

A. Declarant is the owner of the Property. The Property has been subdivided into separate Lots and it is contemplated that each of the Lots will or perhaps may be separately owned, encumbered, leased, and/or otherwise dealt with.

B. Declarant has deemed it desirable to grant certain easements over and across the Common Area and to provide for the adoption of covenants, conditions and restrictions upon the Property and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

C. Environmental reports and soil studies have been conducted on the Property and are available by request.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth.

I.
DEFINITIONS

Section 1.1 Benefitted Site. The term "Benefitted Site" as used herein shall mean those portions of the Property that are benefitted by the rights hereinafter set forth and constitute the dominant estate.

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Section 1.2 Burdened Site. The term "Burdened Site" shall mean those portions of the Property that are burdened by the rights hereinafter set forth and constitute the servient estate.

Section 1.3 Committee. The term "Committee" shall mean the Architectural Control Committee as described in Article IV below.

Section 1.4 County. The term "County" as used herein shall mean Salt Lake County, Utah.

Section 1.5 Lot. The term "Lot" as used herein shall mean any numbered plot of land shown upon any recorded subdivision map of the Property.

Section 1.6 Owner. The term "Owner" as used herein shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.7 Permittees. The term "Permittees" as used herein shall mean the invitees, agents, tenants, servants, visitors, and licensees of each of the Owners.

Section 1.8 Property. The term "Property" as used herein shall mean that certain real property located in Salt Lake County, Utah, as more fully described in Exhibit "A" attached hereto.

Section 1.9 Utility Easement. The term "Utility Easement" as used herein shall mean the easement referred to in Section 3.6.

Section 1.10 Utility Lines. The term "Utility Lines" as used herein shall mean those facilities and systems for the transmission of utility services, including but not limited to water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas lines, other public or private utilities and drainage and storage of surface water.

II. **NATURE AND PURPOSE OF RIGHTS GRANTED**

Section 2.1 Rights Appurtenant. Each and all of the rights granted or created in this Declaration are appurtenances to individual Lots situate on the Property and none of the rights may be transferred, assigned or encumbered except as appurtenances to such portions. For the purposes of such rights, the particular areas of the Property which are benefitted by such rights shall constitute the dominant estate, and the particular areas of the Property which are burdened by such rights shall constitute the servient estate.

Section 2.2 Nature and Effect of Covenants. Each and all of the covenants, restrictions and provisions contained in this Agreement:

- (a) Are made for the direct, mutual and reciprocal benefit of the Owners;
- (b) Create mutual equitable servitudes upon each portion of the Property in favor of the other portions of the Property;
- (c) Constitute covenants running with the land and are a burden on the Burdened Sites located within the Property for the benefit of the Benefitted Sites located within the Property; and
- (d) Shall bind every person having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, or provision in question, or to the extent that such covenant, restriction or provision is to be performed on such portion.

III. **USE RESTRICTIONS**

All real property within the Property shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 3.1 Single Family Residence. Each Lot shall be used as a residence for a single family and for no other purpose.

Section 3.2 Parking and Storage. No Owner shall park, store or keep any vehicle, and no Owner shall permit any Permittee to park, store, or keep any vehicle, except wholly within the parking area designated therefor on such Owner's Lot. General storage shall be screened from public view, including exterior storage for garbage cans, bicycles, garden equipment, barbecue equipment, etc. No boats, campers, trailers, large satellite dishes, or other such contraptions or devices shall be stored or permitted to remain on any street adjoining a lot or in the front-yard or driveway. All boats, campers, trailers, large satellite dishes, or other such contraptions or devices must be stored behind the front setback of the lot and screened from front and side-yard view by a fence. Parking of the above vehicles, boats, campers, trailers, etc. either in front of or in the driveway during loading and unloading for a period not exceeding 24 hours is permissible. No automobile or other vehicle is to be parked on the roadway in front of or to the side of any lot or in the driveway unless it is in running condition, properly licensed and regularly used.

Section 3.3 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot, except in sanitary containers located in appropriate areas screened

and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles and fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard.

Section 3.4 Construction of Homes. All house plans including exterior colors and landscape plans must be submitted to the Committee with a check for \$250 made payable to "Cannon Associates, Inc. on behalf of Copper Creek Development Architectural Control Committee" accompanied with a "Request For Plan Approval" form. The Committee will have fourteen (14) working days in which to approve or disapprove. All approvals, including landscape design and on-site inspection for occupancy, will be in writing. Neither the Declarant, nor the Committee make any representations as to the requirements of the County. All design and construction drawings must be submitted to the County to receive a building permit.

Each of the homes constructed on each of the Lots shall comply with the following requirements:

(a) Building Materials. The exterior material of all homes shall be limited to any combination of the following: stucco, shingles (must be weatherproof), vinyl siding, brick, and stone. No wood trim will be allowed. Log homes are not permitted. However, log trim may be used for accents, porch flooring and porch supports. Because of the flexibility of choice in exterior material as set forth in this section, it is strongly suggested that a reasonable number of upgrades, including but not limited to the following, be used: front entry sidelights, decorative entry door, shutters, covered porches, contrasting trim, additional windows, or an interesting combination of the above building materials. All extras and/or upgrades as suggested above, and color of exterior, must be submitted in conjunction with the house plans and landscaping plans to the Committee which will be solely responsible for giving final written approval required prior to the start of construction. If such written approval is not obtained, the Committee is authorized to commence legal action against the offending Owner and to place a lien on the Lot securing full compliance with this Declaration.

(b) Size and Height. All houses built on the Lots shall be within the following size and height restrictions:

One-level (a story above basement)	1,100 finished square foot minimum
Multi-level	1,450 finished square feet on the top 3 levels
Two story (two levels above curb level)	1,450 finished square feet on 2 levels
Split entry	1,100 finished square feet on main floor level

The above measurements are exclusive of the garage and any ground level porches and decks and any second story decks. One hundred (100) square feet can be subtracted from any of the above minimum requirements if house has a three (3) car garage.

No house or building or structure on any Lot shall exceed the following height:

Main buildings 35 feet.
Accessory buildings 16 feet.

"Height" means the vertical distance above the lowest original ground surface at any point on the perimeter of the building to the highest point of the flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and the highest point of a pitched or hipped roof. No dwelling shall contain less than one story. *All construction of homes on the Lots shall comply with applicable sections of Salt Lake County Code.*

Any request for a height variance must be directed to the County and to the Committee. Decisions of the Committee are final and cannot be appealed. Mitigating circumstances would include houses on lots with a high degree of slope (along Midas Creek).

(c) **Garages.** Each garage constructed on a Lot must be at least a two-car garage and attached to the house on that Lot. A three-car garage (at least 30 feet wide) will lower the minimum house square footage requirement of subparagraph (b) above by 100 square feet. Minimum garage setback is twenty (20) feet.

Garages may be joined together on property lines, providing a firewall is installed. This zero lot line option for adjoining lots falls within a certain County building criteria and a copy of such criteria must be submitted along with your approval request to the Committee. Neither the Declarant or the Committee make any representations as to the requirements of Salt Lake County.

(d) **Construction Timetable.** Owners will have two (2) years from the time a Lot is purchased from Declarant to begin construction. All house construction must be completed within three (3) years of Lot purchase from Declarant. If construction does not commence immediately, Owner is responsible to keep Owner's Lot free of debris and to keep weeds mowed. In the event that Owner fails to keep Owner's Lot clean, the Committee shall give Owner a two-week written notice of this failure, and if not cured, shall proceed to have it done. The defaulting Owner will be responsible to the Committee for all costs of cleanup and/or mowing together with an administrative fee of \$100.

(e) **Signage.** Due to the number of Lots on the Property, and the desire to not visually pollute the Property with yard signs, only three (3) signs per any single builder of improvements on any Lot in the Property will be allowed at any time. Notwithstanding

the foregoing, signs placed inside of a home will not be restricted. Group lead-in signs to the Property will be created by Declarant to advertise all builders participating in Copper Creek Estates for a minimal charge to the builders wanting to participate. No individual yard sign shall be bigger than 4'x 8' on model homes and 4'x 4' on remaining Lots. All signs must comply with the sign ordinance of the County.

(f) **Set-Backs/Side-Yards.** Side-yards of each Lot must be a minimum of ten (10) feet considering the combined area of both Lots. For example: a house could have five (5) feet on each side; or, in the event of a zero lot line garage situation, zero (0) feet on one side and ten (10) feet on the other. Other minimum set-back requirements are as follows:

Front yard	set-back minimum is 20 feet (Staggered set-backs are strongly recommended)
Rear yard	set-back minimum is 15 feet
Street corner	side-yard set-back minimum 20 feet plus 5 feet opposite side-yard
Standard lot	side-yard minimum of 10 feet total
Garage	set-back minimum is 20 feet
Accessory building	set-back as per County requirements and utility easements
Utility and sewer easement	set-back (see section 3.6).

The plat of the Property indicates several cul de sac Lots with varied set-backs up to 35 feet. Cul de sac Lots have the same 20 foot set-back minimum as all other Lots. Garages or other parts of house on a cul de sac Lot may be moved forward to create this standard set-back if approved by the Committee.

(g) **Fencing.** A six-foot solid privacy white vinyl fence will be constructed by Declarant along 11800 South Street. On all Lots that open onto the public open space areas and parkways excluding Midas Creek trail system, (either backyards or side-yards) Owners will have the following two options which must be completed within one (1) year of occupancy.

First Option: Owner shall install a maximum four-foot open style white vinyl fence (gates are allowed) exactly as specified by the Committee; or

Second Option: Owner shall complete all landscaping of the backyard or side-yard within one (1) year of occupancy.

Any additional fencing used by an Owner must be constructed of the white vinyl fencing material. The height or style may be chosen by the Owner. However, fence may not be higher than six (6) feet. All side-yard fences must correspond with house set-back

requirements. Any front yard fence or wall structures must not exceed three (3) feet in height and must conform with all County codes.

In cooperation with the County's efforts to minimize erosion of native areas along the Midas Creek area, all Lots bordering the Midas Creek Regional Trail System are required to have a white vinyl fence, maximum of four (4) feet high (open style as specified above) without a gate, bordering the open space.

(h) Roofs. Roof material for each building constructed on a Lot must be asphalt shingles, tile, or wood shingles. Flat and mansard roofs are prohibited. Roofs must have a minimum of a 5-12 pitch. No gravel roof material is permitted. All rooftop swamp coolers and small digital satellite disks must be installed on the rear slope of the roof line with minimal or no visibility from the public roadway. Only standard TV antennas may be installed. Any outside ham radio equipment or antennas are strictly prohibited.

(i) Mailboxes and House Numbers. All mailboxes on the Property will be white vinyl installed on white vinyl posts mounted and secured to a 12 inch concrete pad chosen by the Declarant and purchased by the Owner. The mailbox, post and installation will be available through the Committee's subcontractor for approximately a \$100 cost. The mailboxes will be double mounted wherever possible and installed on Lot boundary lines as per the Post Office criteria. In the event that a mailbox is damaged or stolen after occupancy has occurred, it will be the responsibility of the Owner to replace the box as soon as possible with the same exact style and color.

House numbers must be visible in three locations: on the mailbox, on the front facade of the house, and painted on the curb at the time of occupancy.

(j) Landscaping and Underground Sprinkling Systems. It is the responsibility of the Owner to submit to the Committee a front yard landscape plan for each Lot simultaneously with the building plans. Furthermore, Owner is responsible to provide front yard landscaping specified in the approved specifications:

For Lots with occupancy between April 2nd and November 30th, the front yard landscaping must be completed before occupancy.

For Lots with occupancy between December 1st and April 1st, Owner will have until the following July 1st to have front yard landscaping completed. The occupancy permit will not be issued until \$4,000 is escrowed with Metro Title Company for landscaping purposes. Upon completion of all front yard landscaping on or before the July 1st deadline, Owner will notify the Committee who will then inspect the landscaping for quality and completion and then by signature, instruct the title company to release all of the escrowed funds at the Declarant's direction. If landscaping is not completed by July 1st following occupancy of the house, the entire

escrowed fund amount will be forfeited automatically (without further authorization or signature from Owner) and paid directly to the Committee which will then assume total responsibility for front yard landscaping. Regardless of the landscaping costs, no portion of the escrowed funds will be returned to Owner.

While landscape design should strive to maximize lower water landscape characteristics and minimize water requirements, a minimum of 50% of the front yard or facade with a street orientation is required to be covered with plant material. Such material includes vegetative ground covers, shrubs, trees, a few large landscaping rocks and turf. Foundation plantings to cover exposed foundations and transition the home to the landscape is required. Any mulches or aggregates used in front yards shall be earth tone in color. When the landscaping of both front and back yard areas are completed, each Lot shall have at least five trees, with a minimum of two in front and three in back, minimum of 1.5 inch caliper.

Driveways, front porches and entry walks shall be no greater than 50% of the front yard area coverage. Owners are responsible for installation of a walk strip across the parkway from the public sidewalk to the back of curb. This access shall align with the home's private sidewalk and be the same width. Drive aprons and any sidewalk may not be installed prior to inspection by County. **WARNING:** All walk strips, drive aprons and sidewalks must be inspected prior to installation. If inspection is not made prior to installation, the County will require removal.

Unless approved in writing by the Committee, the landscaping of each Lot shall include the following minimum requirements:

A minimum of six (6) Station Automatic Timer Sprinkling system installed and functioning to accommodate front and back yard area (more stations are recommended)

Two (2) 1.5 inch caliper trees in the front yard as per the attached plant list

Ten (10) 2-5 gallon shrubs or bushes in the front yard as per the attached plant list

Sodded front yard lawn areas (no seeding or hydro seeding)

These are minimum requirements. It is suggested that evergreen trees, flowers, berming, and mulching material will be incorporated into the landscape plans.

(k) Railing and Decks. All exterior porch and deck railings must be constructed with white polyvinyl, white polyclad metal, or painted metal. Wood and logs may be used only for deck and porch flooring and for deck and porch support systems as required. All second story exterior decks must be of cantilevered design. No second story hung or post supported decks will be permitted. "Second story" shall be defined as any deck or porch higher than four (4') feet up from existing grade to bottom of joist supports on deck or porch.

(l) **Repetition.** Repetition of the identical home plans must be separated by three Lots on either side of the street. Enforcement of this provision shall be against the latter Owner to submit plans to the Committee for approval. Similar floor plans with different front facade treatments may be approved by the Committee notwithstanding this provision.

(m) **Awnings.** Awnings on any Lot must match either the exterior color of the home or the trim colors. The location of any awning or trellis shall not adversely affect views, light, winter sun, or natural ventilation of adjacent Lots. Pipe frames for canvas awnings shall be painted to match the trim or dominant color of the home and if awnings are removed for winter storage, pipe frames must all be removed.

(n) **Construction Trash Containment.** During all construction and landscaping the Owner of each Lot is responsible to maintain the Lot in a clean and orderly fashion with either a dumpster or some enclosed form of trash container large enough to facilitate all disposal needs for home or landscaping construction. If the Lot is not kept reasonably clean the Committee will enforce the Owner's obligations in the same manner as described in subparagraph (d) above. However, Owners will be charged double the actual cost plus a \$100 administrative fee.

(o) **Escrow Deposit.** Each Owner will deposit \$500 for each Lot into an escrow account in behalf of the Declarant, to insure that all improvements to Lots and the recreational open space be maintained to County standards in the time period between construction and actual County takeover of all open space repairs and maintenance on dedicated or deeded improvements. The responsibility will be shared by all Owners but will not exceed the \$500 deposited amount. Any damage done to any part of the subdivision by the Owner, (including Owner's, general contractor or builder, or subcontractors or suppliers) will be considered a claim against this deposit. The \$500 deposit will also be used for street clean-up if the Owner does not take care of street clean-up. The term of this escrow will be from the closing of each Lot until the Declarant's bond is released by Salt Lake County for each applicable phase. The \$500 deposit will be held in escrow at Metro Title in an interest bearing account. Release of such funds will not require Owners' signature but an accounting of repairs and/or cleanup will be provided to each Owner. Balance refunded will be at the total discretion of the Declarant.

3.5 Open Space Recreational Areas. In accordance with the plat of the Property, certain recreational areas will be built by the Declarant and conveyed to County which will maintain said areas through its Parks and Recreation Department.

3.6 Utility Easements.

(a) **Utah Power Easement.** The rear portion of Lots 206, 207, 208, 209 and 210 are encumbered by a transmission line. Generally, buildings that are more than 32

from the centerline of the transmission line will have no restrictions. Buildings closer than this may be restricted to heights not exceeding 13 feet above the existing grade. Placement of buildings closer than 32 feet from the transmission line may be possible if the exact location and height are known, reviewed and approved by PacifiCorp.

(b) **Sewer and Storm Drain Easement.**

There is a twenty (20) foot sewer easement on the easterly side of Lot 139
There is a five (5) foot storm drain easement on the southern side of Lot 205
There is a fifteen (15) foot storm drain easement on the northern side of Lot 206

All buildings, out-buildings and/or concrete pads must not encroach these easements and all other easements of record.

(c) **US West Easement.** If Owner chooses to have five (5) foot side-yards, US West requires that footings do not encroach on their five (5) foot utility easement.

IV.
ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Architectural Control Committee. The business, property and affairs of the Property shall be managed, operated and maintained by the Committee as agent for the Declarant and Owners. The Committee shall, in connection with its exercise of any of the powers delineated in this Declaration, constitute a legal entity capable of dealing in its own name. The Committee shall have, and is hereby granted, the following authority and powers:

The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Owners; and

The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Committee to perform its functions as agent for the Owners.

Any instrument executed by the Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

Section 4.2 Composition of Committee. The Committee shall be composed of three (3) members, initially selected by Declarant. At such time as at least two-thirds ($\frac{2}{3}$) of

the Lots are sold, the Owners may select successor members of the Committee by a majority vote of all Owners (present or by proxy) at Committee meeting with prior notification to all Owners. Nevertheless, until Declarant has sold all of its Lots in the Property, Declarant shall be entitled to select one of the three Committee members. Only Owners and officers or agents of Declarant shall be eligible for Committee membership.

Section 4.3 Responsibility. The Committee shall be responsible for the control, operation and management of the Property in accordance with the provisions of this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

V.
GENERAL PROVISIONS

Section 5.1 Enforcement. Declarant, the Committee, and any Owner or the successor in interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other sums for such violation. Failure by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.2 Severability. Should any of the covenants contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 5.3 Term. This Declaration and the covenants herein contained shall be in effect until forty (40) years from the Effective Date and shall automatically be extended for successive periods of ten (10) years thereafter unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by majority of the then record Owners shall be placed on record in the Office of the County Recorder of the County by the terms of which agreement the effectiveness of this Declaration is terminated or the covenants herein contained are extinguished in whole or in part as to all or any part of the property then subject thereto.

Section 5.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5.5 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.


Section 5.6 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by any Owner in the Property. Such remedy shall be deemed cumulative and not exclusive.

Section 5.7 Attorneys' Fees. In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing parties shall be entitled, in addition to all expenses, costs and damages, to reasonable attorneys' fees, whether or not such controversy or claim is litigated and prosecuted to judgment.

Section 5.8 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee and assigns, binds himself, his heirs, personal representatives, successors, transferee and assigns, to all of the provisions restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferee thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

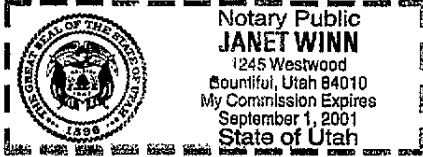
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal as of the Effective Date.

COPPER CREEK DEVELOPMENT LLC
a Utah Limited Liability Company

By: 
Its: General Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 17th day of November, 1997, personally appeared before me
Tracey M. Cannon, signer of the within instrument, who duly acknowledged to me that
s/he executed the same as General Manager of Copper Creek Development LLC.



[Signature]
NOTARY PUBLIC

My Commission Expires:
9-1-2001

Residing At: 1245 Westwood

203378-4

EXHIBIT A

PARCEL 1:

Beginning at a point on the South line of 11800 South Street, said point being South 0 deg. 08'45" West 33.00 feet along section line from the Northeast corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89 deg. 55'17" West 1338.92 feet along the South line to the Sixteenth section line; thence South 0 deg. 05'39" West 982.02 feet along said Sixteenth section line to the Northeast line of the Utah Power and Light Company property; thence South 37 deg. 27'00" East 388.49 feet along said Northeast line to the Sixteenth section line; thence South 89 deg. 54'27" East 1101.02 feet along said Sixteenth section line to said section line; thence North 0 deg. 08'45" East 1290.38 feet along said section line to the point of beginning.

PARCEL 2:

Beginning at a point on the South line of 11800 South Street, said point being South 0 deg. 08'45" West 33.00 feet along section line from the Northwest corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89 deg. 47'45" East 499.99 feet along said South line; thence South 0 deg. 08'45" West 2202.47 feet; thence North 89 deg. 30'47" West 500.00 feet to said section line; thence North 0 deg. 08'45" East 2200.00 feet along said section line to the point of beginning.

PARCEL 3:

Beginning at a point on the South line of 11800 South Street, said point being North 89 deg. 47'45" West 1155.26 feet along section line and South 0 deg. 08'45" West 33.00 feet from the North quarter corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0 deg. 08'45" West 2621.09 feet to quarter section line; thence North 89 deg. 30'47" West 1487.03 feet along said quarter section line to the West quarter corner of said Section 30; thence North 0 deg. 08'45" East 413.75 feet along section line; thence South 89 deg. 30'47" East 500.00 feet; thence North 0 deg. 08'45" East 2202.47 feet to said South line of 11800 South Street; thence South 89 deg. 47'45" East 987.01 feet along said South line to the point of beginning.

STEWART TITLE
GUARANTY COMPANY

BK 78 | 1 PG 0060

Deciduous Trees

<u>Botanical Name</u>	<u>Common Name</u>
Acer campestre	Hedge maple
Acer circinatum	Vine maple
Acer ginnala	Amur maple
Acer glabrum	Rocky Mountain maple
Acer grandidentatum 'Rocky Mountain Glow'	Bigtooth maple
Acer negundo	Boxelder
Acer palmatum varieties	Japanese maple
Acer platanoides varieties	Norway maple
Acer pseudoplatanus 'Atropurpureum'	Spaethe maple
Acer rubrum varieties	Red maple
Aesculus x carnea	Horsechestnut
Betula species	Birch
Betula nigra	River birch
Betula occidentalis fontinalis	Western red birch
Carpinus betulus fastigiata	Pyramidal hornbeam
Cedrus atlantica glauca	Blue atlas cedar
Celtis occidentalis	Common hackberry
Cercis canadensis	Eastern redbud
Cornus kousa	Kousa dogwood
Crataegus species	Hawthorn
Fagus sylvatica varieties	European Beech
Fraxinus pennsylvanica varieties	Green ash
Gleditsia tricanthos varieties	Honeylocust
Gymnocladus dioica	Kentucky coffee tree
Koelreuteria paniculata	Goldenrain tree
Magnolia species	Magnolia
Malus species	Flowering crab
Morus alba	Fruitless mulberry
Platanus x acerifolia 'Bloodgood'	Bloodgood London plane tree
Populus alba 'Pyramidalis'	Bolleana poplar
Populus deltoides	Cottonless cottonwood
Populus tremuloides	Quaking aspen
Prunus species	Flowering plum
Prunus padus	Mayday tree
Prunus sargentii	Sargent cherry
Prunus serrulata	Flowering cherry
Prunus virginiana 'Canada Red'	Canada Red Chokecherry
Pyrus calleryana varieties	Flowering pear
Quercus macrocarpa	Bur oak
Quercus palustris	Pin oak

Deciduous Trees

Page 2

Robinia ambigua 'Idahoensis'
Robinia pseudoacacia
Salix alba varieties
Salix matsudana 'Globosa'
Sorbus aucuparia varieties
Tilia species
Zelkova serrata 'Green Vase'

Pink Idaho locust
Idaho locust
Willow
Globe willow
European mountain ash
Linden
Green Vase zelkova

Evergreen Trees

Botanical Name

Abies concolor
Abies lasiocarpa
Juniperus scopulorum
Juniperus species
Picea abies
Picea engelmannii
Picea pungens glauca
Pinus aristata
Pinus edulis
Pinus flexilis
Pinus leucodermis 'Heldreichii'
Pinus nigra
Pinus sylvestris

Common Name

White fir
Sub-alpine fir
Rocky Mountain Juniper
Juniper
Norway spruce
Engelmann spruce
Colorado spruce
Bristlecone pine
Pinyon Pine
Limb Pine
Bosnian/Dwarf Austrian pine
Austrian pine
Scotch pine

Deciduous Shrubs

<u>Botanical Name</u>	<u>Common Name</u>
Amelanchier alnifolia	Saskatoon serviceberry
Aronia	Chokeberry
Azalea	Northern Lights
Berberis thunbergii varieties	Barberry
Berberis thunbergii atropurpurea	Red-leaf barberry
Buddleia davidii	Butterfly bush
Buxus species	Boxwood
Caragana arborescens varieties	Siberian peashrub
Caragana pygmaea	Pygmy peashrub
Caryopteris x clandonensis	Blue Mist spirea
Cercocarpus ledifolius	Mountain mahogany
Chaenomeles speciosa	Japanese flowering quince
Cornus sericea varieties	Dogwood
Corylus avellana 'Contorta'	Contorted filbert
Cotinus coggygria 'Royal Purple'	Royal Purple smoke tree
Cotoneaster species	Cotoneaster
Daphne cneorum	Daphne
Diervilla lonicera	Dwarf bush-honeysuckle
Erica species	Heather
Euonymus alatus 'Compacta'	Dwarf Burning bush
Euonymus japonica varieties	Euonymus
Forsythia x varieties	Forsythia
Hibiscus syriacus	Rose of Sharon
Hydrangea species	Hydrangea
Ilex	Holly
Kerria japonica	Japanese kerria
Ligustrum vicaryi	Golden privet
Ligustrum vulgare varieties	Privet
Lonicera xylosteum	Honeysuckle
Myrica pennsylvanica	Bayberry
Philadelphus coronarius 'Aureus'	Golden mock orange
Physocarpus opulifolius varieties	Common ninebark
Potentilla fruitcosa varieties	Shrubby cinquefoil
Prunus besseyi	Western sand cherry
Prunus cistena	Cistena plum
Prunus glandulosa	Dwarf flowering almond
Prunus laurocerasus varieties	English laurel
Prunus tenella	Dwarf Russian almond
Prunus virginiana	Chokecherry
Pyracantha angustifolia 'Gnome'	Gnome pyracantha
Rhamnus frangula	Buckthorn

Deciduous Shrubs

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Rhus glabra
Rhus trilobata
Rhus typhina
Ribes alpinum varieties
Ribes aureum
Shrub roses
Rosa woodsii
Sambucus canadensis
Spirea species
Syringa species
Viburnum species
Weigela florida varieties
Yucca filamentosa

Smooth sumac
Oakbrush sumac
Staghorn sumac
Alpine current
Golden current

Woods rose
Blue arctic willow
Spirea
Lilac
Viburnum
Weigela
Yucca

BK 7811 PG0065

Evergreen Shrubs

Botanical Name

Mahonia aquifolium 'Compacta'
Pachistima mysinites
Nidiformis
Picea glauca
Pinus mugo mugus pumillo
Taxus species
Thuja occidentalis

Common Name

Oregon compact grape
Mountain lover
Picea abies Nest spruce
Conica Dwarf Alberta spruce
Shrubby Swiss mountain pine
Yew
Arborvitae

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