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Page 1 of 14

Mary Ann Trussell, Summit County Utah Recorder
04/13/2015 03:40:33 PM Fee \$102.00

By US Title Insurance Agency
Electronically Recorded

RECORDING REQUESTED BY:

Woodside Homes of Utah, LLC

WHEN RECORDED RETURN TO:

Woodside Homes of Utah, LLC

Attn: Garrett Seely

460 West 50 North, Suite 200

Salt Lake City, UT 84101

Serial #: SL-I-1-1, SL-I-1-2, SL-I-1-3, SL-I-1-4, SL-I-1-5, SL-I-1-6, SL-I-1-7, SL-I-1-8, SL-I-1-9,
SL-I-1-10, SL-I-1-11, SL-I-1-12, SL-I-1-13, SL-I-1-14, SL-I-1-A, SL-I-2-2, SL-I-2-3, SL-I-2-4,
SL-I-2-5, SL-I-2-6, SL-I-2-7, SL-I-2-8, SL-I-2-9, SL-I-2-10, SL-I-2-11, SL-I-2-12, SL-I-2-13,
SL-I-2-14, SL-I-2-15, SL-I-2-16, SL-I-2-17, SL-I-2-18, SL-I-2-19, SL-I-2-20, SL-I-2-21,
SL-I-2-22, SL-I-2-23, SL-I-2-24, SL-I-2-25, SL-I-2-26, SL-I-2-27, SL-I-2-28, SL-I-2-29,
SL-I-2-30, SL-I-2-31, SL-I-2-32, SL-I-2-33, SL-I-2-34, SL-I-2-35, SL-I-2-36, SL-I-2-37,
SL-I-2-38, SL-I-2-39, SL-I-4-6, SL-I-4-7, SL-I-4-8, SL-I-4-9, SL-I-4-10, SL-I-4-11, SL-I-4-12,
SL-I-4-13, SL-I-4-14, SL-I-4-15, SL-I-4-16, SL-I-9, SL-I-9-A, SL-I-9-B

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND EASEMENTS
OF
EAST CREEK RANCH**

THIS FIRST CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS OF EAST CREEK RANCH (this "First Amendment"), is made as of this ^{13th} day of April, 2015, by Woodside Homes of Utah, LLC, a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS:

A. The original Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements of East Creek Ranch (the "Original Declaration") was recorded in the official records of Summit County on October 23, 2014, as Entry Number 01005500 in book 2262 beginning at page number 1158.

B. Declarant desires to amend the Original Declaration to correct certain scrivener's errors.

C. Pursuant to Section 13.2.1 of the Original Declaration, the Original Declaration can be unilaterally amended by Declarant from time to time.

NOW, THEREFORE, in consideration of the foregoing premises, and the provisions herein contained, Declarant hereby declares as follows:

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

1. The Original Declaration is hereby amended to delete the existing text of Article 9 and replacing the same in its entirety with the following:

**ARTICLE 9
COMPLIANCE AND ENFORCEMENT**

9.1 **Compliance.** Every Owner, tenant, occupant and visitor to a Lot must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Article. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants, tenants, guests, or invitees to the Owner's Lot and for any damage to the Area of Common Responsibility that such Persons may cause.

9.2 **Remedies for Non-Compliance.** The Association, the Declarant, any Declarant Affiliate, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents.

9.2.1 **Sanctions Requiring Prior Notice and Hearing.** After written notice and an opportunity for an informal hearing in accordance with this subsection 9.2.1 and subsection 9.3, the Board may impose the following sanctions.

9.2.1.1 The Board may impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot. Before assessing a fine, the Board shall notify the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not remedied within five (5) days. In the event that any occupant, tenant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator, provided, if the fine is not paid by the violator within the time period set by the Board, which shall not be less than five (5) days, the Owner shall pay the fine upon notice from the Board. Unpaid fines shall be collected as an Individual Assessment with all available remedies applicable thereto. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days after the date on which the fine is assessed. No interest or late fees may accrue until after the informal hearing has been conducted and a final decision has been rendered. Notice of the informal hearing shall be given in accordance with subsection 9.3.1 and the informal hearing shall be in accordance with subsection 9.3.2.

9.2.1.2 If an Owner fails to pay an assessment when due, the Board may, where applicable, terminate an Owner's right (a) to receive utility service for which the Owner pays as a Common Expense or (b) of access to and use of recreational facilities. Before terminating a utility service or right of access to and use of recreational facilities, the Board shall give the Owner written notice, which shall state (a) that the Association will terminate the Owner's utility service or right of access to and use of recreational facilities, or both, if the Association does not receive payment of the assessment within 14 days of the date of the notice, (b) the amount of the assessment due, including any interest or late payment fee, and (c) the

Owner's right to request an informal hearing. The notice may include the estimated cost to reinstate a utility service if service is terminated. The notice shall be sent by first class mail, certified mail return receipt requested, or by hand delivery, to the last known address of the Owner shown on the Association's records. An Owner may submit a written request to the Board for an informal hearing to dispute the assessment, which request shall be submitted within 14 days after the date on which the Owner receives the notice from the Board described in this subsection 9.2.1.2. The Board shall give notice of the informal hearing and conduct the informal hearing in accordance with subsection 9.3. If the Owner requests an informal hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board conducts the hearing and enters a final decision. If the Association terminates a utility service or right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right of access following the Owner's payment of the assessment, including any interest and late payment fee. The Association may assess an Owner for the cost associated with reinstating a utility service terminated by the Association as provided in this subsection 9.2.1.2, and may require that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost of reinstating the service is included in the notice provided under this subsection 9.2.1.2.

9.2.2 Sanctions Requiring Prior Notice and an Opportunity to Cure. Except as provided in subsection 9.2.1, after written notice and an opportunity to cure in accordance with this subsection 9.2.2 and subsection 9.4, the Board may impose the following sanctions.

9.2.2.1. Suspend an Owner's right to vote (except that no notice or opportunity to cure is required if the Owner is more than 90 days delinquent in paying any Annual Assessment or Special Assessment);

9.2.2.2 Suspend any Person's right to use any Common Area other than a recreational facility (A) for any period during which any charge against such Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no notice or opportunity to cure is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed the Association); provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

9.2.2.3 Suspend services the Association provides other than a utility service for which the Owner pays as a Common Expense (except that no notice or opportunity to cure is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

9.2.2.4 Exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

9.2.2.5. Require an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee

shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, with all charges and fees associated with such action being charged to the Owner as an Individual Assessment, and any such action shall not be deemed a trespass;

9.2.2.6 Without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities in the Community;

9.2.2.7 Levy Special Assessments to cover costs the Association incurs in bringing a Lot into compliance with the requirements under the Governing Documents; and

9.2.2.8. Record a notice of violation or notice of non-compliance with respect to any Lot on which a violation exists.

9.2.3 Other Sanctions. Except as provided in subsection 9.2.1, the Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

9.2.3.1 Exercise self-help or take action to abate a violation on a Lot in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

9.2.3.2 Exercise self-help or take action to abate a violation on the Common Area under any circumstances;

9.2.3.3 Require an Owner, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Lot, that is in violation of the Governing Documents and to restore the property to its previous condition;

9.2.3.4 Enter the property and exercise self-help to remove or cure a violating condition if an Owner fails to take action as required pursuant to subsection 9.2.3.3 above within ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

9.2.3.5 Bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

9.3 Notice and Informal Hearing.

9.3.1 Notice of an informal hearing shall be in writing and shall state that the hearing will be before the Board and that the Owner may have witnesses at the hearing. Notice of the hearing shall be sent by first class mail, certified mail return receipt requested, or by hand delivery, to the last known address of the Owner shown on the Association's records. If the

Owner attends the hearing, the Owner is deemed to have waived any objections related to the notice.

9.3.2 The date for the hearing may be no less than ten (10) days after the date the notice of hearing is mailed or delivered to the Owner. The hearing shall be before the Board, which shall meet in executive session if requested by the Owner. The Owner shall be entitled to present a statement of defense and present supporting witnesses at the hearing. The Board may restrict the number of witnesses and limit the duration of the hearing in a reasonable manner commensurate with the nature of the matter and the circumstances of the Board members. If the Owner attends the hearing with an attorney the Board may postpone the hearing to allow the Association's attorney to be present at the hearing. If the Owner fails to attend the hearing, no sanction may be imposed unless proof of notice of the hearing is placed in the minutes of the hearing. Such proof is adequate if a copy of the notice and a statement of the date and manner of delivery by the Person who mailed or delivered the notice are entered in the minutes. The minutes of the hearing shall contain a written statement of the decision of the Board and the sanction, if any, imposed.

9.4. Notice and Opportunity to Cure. Notice of an opportunity to cure shall be in writing and shall state in ordinary language (a) the acts or omissions with which the Owner is charged, (b) a reference to the specific provisions of the Governing Documents which the Owner is alleged to have violated, (c) the date and time by which the violation is to be cured, and (d) the sanctions which may be imposed if the violation is not cured in the time specified. The notice shall be sent by first class mail, certified mail return receipt requested, or hand delivery, to the last known address of the Owner shown on the Association's records.

9.5. Board Decision to Pursue Enforcement Action. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

9.5.1. The Association's position is not strong enough to justify taking any or further action;

9.5.2. The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

9.5.3. Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; and/or

9.5.4. That it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

9.6 Attorneys Fees and Costs. In any Proceeding to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such Proceeding.

9.7 Enforcement of Ordinances. The Association, by contract or other agreement, may enforce applicable County ordinances. In addition, the County may enforce ordinances within the Community.

2. This First Amendment pertains to the real property described on Exhibit "A" attached hereto and to the other real property that may become subject to the Original Declaration in the future.

3. Except as expressly modified herein, the Original Declaration shall remain in full force and effect.

4. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Original Declaration.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the day and year first written above.

DECLARANT:

WOODSIDE HOMES OF UTAH, LLC,
a Utah limited liability company

By: 

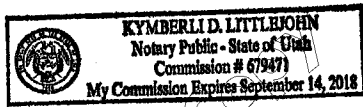
Ryan Ortman

Its: President

STATE OF UTAH)
) ss
County of Salt Lake)

On the 9th day of April, 2015, personally appeared before me Ryan Ortman who being by me duly sworn did say that he, Ryan Ortman is President of said WOODSIDE HOMES OF UTAH, LLC, that executed the within instrument.

Kyberli D Littlejohn
Notary Public



Residing at: Salt Lake, Utah

My Commission Expires: Sept. 14, 2018

(seal)

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Parcel "A", BLOCK 1, SILVER CREEK ESTATES UNIT "I", according to the plat thereof as recorded in the office of the Summit County Recorder.

PARCEL 2:

Lots 1 thru 14, inclusive, BLOCK 1, SILVER CREEK ESTATES, UNIT "I", according to the plat thereof as recorded in the office of the Summit County Recorder.

PARCEL 3:

Lots 2 thru 30, inclusive, BLOCK 2, SILVER CREEK ESTATES, UNIT "I", according to the plat thereof as recorded in the office of the Summit County Recorder.

PARCEL 4:

Beginning at the Southwest (Southernmost) Corner of Lot 14, Block 1, Unit "I", Silver Creek Estates Subdivision, according to the official plat thereof on file in the office of the Summit County Recorder; running thence North 59°00'03" East 708.93 feet along the Southerly boundary of Silver Creek Estates Unit "I" Subdivision; thence South 30°49'57" East 90.68 feet; thence South 58°57'18" West 459.95 feet along the Northerly right of way line of Interstate 1-80; thence South 58°55'36" West 1097.26 along said right of way line; thence South 89°53'16" West 180.13 feet to the Southeasterly Corner of said Parcel "A"; thence North 59°00'03" East 1002.87 feet along the Southeasterly boundary of said Parcel A to the point of beginning.

PARCEL 5:

Block 9, SILVER CREEK ESTATES, UNIT "I", according to the plat thereof as recorded in the office of the Summit County Recorder.

Less and excepting from Parcel 5 described above that portion conveyed to Charles B. Thomson by that certain Corrected Warranty Deed recorded May 22, 1967 as Entry No. 105155 in Book M11 at Page 142 of Official Records, and more particularly described as follows:

Beginning at a point South 89°40'36" East 30 feet and South 0°19'24" West 151.37 feet from the Northwest Corner of Lot 16, Block 4, Silver Creek Estates Unit "I", according to the official plat thereof, in Section 16, Township 1 South,

Range 4 East, Salt Lake Meridian, and running thence Northeasterly on a 759.93 foot radius curve to the left (the radius point of which is North 34°17'04" West 759.93 feet) a distance of 531.84 feet; thence North 15°37' East 178.0 feet; thence North 74°23' West 361.15 feet to the East side of Earl Street; thence South 0°19'24" West 691.99 feet to the point of beginning.

Also less and excepting from Parcel 5 described above that portion conveyed to Silver Creek Corporation, a Utah Corporation by that certain Special Warranty Deed recorded August 9, 1971 as Entry No. 113710 in Book M32 at Page 451 of Official Records, and more particularly described as follows:

Beginning at a point on the West line of Silver Creek Road said point being Southeasterly along the Westerly line of said Silver Creek Road a distance of 121.09 feet from the North line of Block 9, Silver Creek Estates Unit "I", according to the official plat thereof on file in the office of the Summit County Recorder, and running thence Southeasterly along the Westerly line of said Silver Creek Road on a curve to the left, the radius point of which is North 71°03'32" East 3550 feet, a distance of 79.31 feet; thence South 58°37' West 227.78 feet; thence North 29°54'52" East 151.95 feet; thence Northeasterly on a curve to the right, the radius point of which is South 60°05'08" East 125 feet, a distance of 112.24 feet; thence North 81°21'42" East 2.50 feet to the point of beginning.

Also less and excepting from Parcel 5 described above that portion conveyed to Charles B. Thornton by that certain Quit Claim Deed recorded August 9, 1971 as Entry No. 113714 in Book M32 at Page 460 of Official Records, and more particularly described as follows:

Beginning at a point South 89°40'36" East 30 feet and South 0°19'24" West 151.37 feet from the Northwest Corner of Lot 16, Block 4, Silver Creek Estates, Unit "I", according to the official plat thereof in Section 16, Township 1 South, Range 4 East, Salt Lake Meridian, and running thence Northeasterly on a 759.93 foot radius curve to the left (the radius point of which is North 34°17'04" West 759.93 feet) a distance of 531.84 feet; thence North 15°37' East 178.0 feet; and running thence South 74°23' West 125 feet, more or less, to a point on the Westerly no-access line of Interstate Route 80 of the Utah State Road Commission and running thence Southwesterly along said no-access line of said road to a point South 34°17'04" East from the point of beginning; and running thence North 34°17'04" West to the point of beginning.

Also less and excepting from Parcel 5 described above that portion conveyed to State of Utah by and through its Road Commission by that certain Final Order of Condemnation recorded October 10, 1974 as Entry No. 124586 in Book M60 at Page 177 of Official Records, and more particularly described as follows:

A parcel of land in fee for a Freeway known as Project No. 80-4, being all of an entire tract of property, in Block 9, Unit "I", Silver Creek Estates and in the Northwest Quarter of the Southeast Quarter of Section 16, Township 1 South, Range 4 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point on the Westerly right of way line of Silver Creek Road, at a point 713.04 feet South 89°40'36" East and 158.40 feet, more or less, Southerly along said Westerly right of way line of Silver Creek Road, from the Northwest Corner of said Block 9, said point is 5.78 feet radially distant Westerly from the "M" Line of said project at Engineer Station 978+06; thence South 72°53' West 19.22 feet; thence Southerly 47 feet, more or less, to the Southwest Corner of said entire tract, said point is 25.0 feet radially distant Westerly from the center line of said "M" Line; thence Northeasterly 21 feet, more or less, along the Southerly boundary line of said entire tract to a point on said existing right of way line; thence Northerly 42 feet, more or less, along the said Westerly right of way line of Silver Creek Road to the point of beginning.

Also, less and excepting from Parcel 5 described above that portion conveyed to Silver Creek Associates, L.L.C., a Utah Limited Liability Company, by that certain Quit Claim Deed recorded November 28, 1997 as Entry No. 493538 in Book 1098 at Page 260 of Official Records, and more particularly described as follows:

Beginning at the Northwest Corner of Block 9, Silver Creek Estates, Unit "I"; thence South 89°40'36" East 477.64 feet to the Southwest Corner of Lot 1, Block 4, Silver Creek Estates, Unit "I"; thence North 05°59'18" West along the Westerly line of said Lot 1, a distance of 37.00 feet; thence North 80°04'13" East 220.23 feet to the West line of Silver Creek Road, said point being on 3550.00 foot radius curve to the left (center of which bears North 73°00'48" East 3550.00 feet of which the central angle is 03°14'04"); thence Southeasterly along the arc of said curve and Westline 200.40 feet; thence South 81°15'14" West 2.56 feet to a point on a 125.00 foot radius curve to the left (center of which bears South 08°38'19" West 125.00 feet of which the central angle is 51°26'45"); thence Southwesterly along the arc of said curve 112.24 feet; thence South 29°54'52" West 151.95 feet; thence South 58°37'00" West 72.22 feet; thence North 62°05'08" West 589.90 feet to the West line of said Block 9; thence North 00°19'24" East 74.00 feet to the point of beginning.

Also, less and excepting therefrom any portion lying within 1-80.

PARCEL 6:

Lots 31 thru 39, inclusive, Block 2, SILVER CREEK ESTATES UNIT "I", according to the plat thereof as recorded in the office of the Summit County Recorder.

PARCEL 7:

Lots 6 thru 12, inclusive, Block 4, SILVER CREEK ESTATES UNIT "I" according to the plat thereof as recorded in the office of the Summit County Recorder.

Less and excepting from Parcel 7 above that portion conveyed to Charles B. Thornton by that certain Corrected Warranty Deed recorded May 22, 1967 as Entry No. 105155 in Book M11 at Page 142 of Official Records, and, more particularly described as follows:

Beginning at a point South 89°40'36" East 30 feet and South 0°19'24" West 151.37 feet from the Northwest Corner of Lot 16, Block 4, Silver Creek Estates Unit "I", according to the official plat thereof, in Section 16, Township 1 South, Range 4 East, Salt Lake Meridian, and running thence Northeasterly on a 759.93 foot radius curve to the left (the radius point of which is North 34°17'04" West 361.15 feet to the East side of Earl Street; thence South 0°19'24" West 691.99 feet to the point of beginning.

PARCEL 8:

That portion of the Southwest Quarter of Section 16, Township 1 South, Range 4 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point on the Southeasterly line of Silver Creek Estates Unit "I", according to the official plat thereof, as recorded in the Office of the Summit County Recorders Office and the most Northerly point of that certain property deeded to JS Properties One, in that certain Special Warranty Deed, recorded July 1, 1983 as Entry No. 207946 in Book 265 at Page 536 of Official Records; and running thence Northeasterly along the said Silver Creek Estates Unit "I", to the Westerly line of that property deeded to John L. Gannon and Evelyn D. Gannon in that certain Warranty Deed recorded March 16, 1992 in Book 651 at Page 233 of Official Records; thence Southerly along the Westerly boundary of said Gannon property to a point on the Northwesterly no-access line of Interstate Route 80 of the Utah State Road Commission; thence Southwesterly along said no-access line of said road to a point which is South 30°49'57" East 90.68 feet

from the point of beginning; thence North $30^{\circ}49'57''$ West 90.68 feet to the point of beginning.

PARCEL 9:

Beginning at the Northwest Corner of Block 9, Silver Creek Estates, Unit "I"; thence South $89^{\circ}40'36''$ East 477.64 feet to the Southwest Corner of Lot 1, Block 4, Silver Creek Estates, Unit "I"; thence North $05^{\circ}59'18''$ West along the Westerly line of said Lot 1, a distance of 37.00 feet; thence North $80^{\circ}04'13''$ East 220.23 feet to the West line of Silver Creek Road, said point being on a 3550.00 foot radius curve to the left (center of which bears North $73^{\circ}00'48''$ East 3550.00 feet of which the central angle is $03^{\circ}14'04''$); thence Southeasterly along the arc of said curve and West line 200.40 feet; thence South $81^{\circ}95'14''$ West 2.56 feet to a point on a 125.00 foot radius curve to the left (center of which bears South $08^{\circ}38'19''$ West 125.00 feet of which the central angle is $51^{\circ}26'49''$); thence Southwesterly along the arc of said curve 112.24 feet; thence South $29^{\circ}54'52''$ West 151.95 feet; thence South $58^{\circ}37'00''$ West 72.22 feet; thence North $62^{\circ}05'08''$ West 589.90 feet to the West line of said Block 9; thence North $00^{\circ}19'24''$ East 74.00 feet to the point of beginning.

PARCEL 10:

Beginning at a point South $89^{\circ}40'36''$ East 30 feet and South $0^{\circ}19'24''$ West 151.37 feet from the Northwest Corner of Lot 16, Block 4, Silver Creek Estates, Unit "I", according to the Official Plat hereof; and running thence Northeasterly on a 759.93 foot radius curve to the left (the radius point of which is North $34^{\circ}17'04''$ West 759.93 feet) a distance of 531.84 feet; thence North $15^{\circ}37'$ East 178.0 feet; thence North $74^{\circ}23'$ West 361.15 feet to the East side of Earl Street; thence South $0^{\circ}19'24''$ West 691.99 feet to the point of beginning.

PARCEL 11:

Beginning at a point South 89°40'36" East 30 feet and South 0°19'24" West 151.37 feet from the Northwest Corner of Lot 16, Block 4, Silver Creek Estates, Unit "P", according to the Official Plat thereof; and running thence Northeasterly on a 759.93 feet radius curve to the left (the radius point of which is North 34°17'04" West 759.93 feet) a distance of 531.84 feet; thence North 15°37" East 178.0 feet and running thence South 74°23' East 125 feet, more or less, to a point on the Westerly no-access line of Interstate Route 80 of the Utah State Road Commission and running thence Southwesterly along said no-access line of said road to a point South 34°17'04" East from the point of beginning; and running thence North 34°17'04" West to the point of beginning.

PARCEL 12:

Beginning at a point South 89°40'36" East 30 feet and South 0°19'24" West 151.37 feet from the Northwest Corner of Lot 16, Block 4, Silver Creek Estates, Unit "I", according to the Official Plat thereof; and running thence North 0°19'24" East 691.99 feet; thence North 74°23' West to the center line of Earl Street (approximately 30 feet); thence South 0°19'24" West to a point on the Westerly no-access line of Interstate Route 80 of the Utah State Road Commission and running thence Northeasterly along said no-access line of said road to a point South 34°17'04" East from the point of beginning; and running thence North 34°17'04" West to the point of beginning.

Less and excepting from the property first described above as Parcel 3, the following:

Beginning at a Easternmost Corner of said Lot 16; thence Southwesterly 18 feet, more or less, along the Southeasterly line of said Lot 16 to a point 70.0 feet radially distant Northwesterly from the "F" Line of said project; thence Northeasterly 20 feet, more or less, along the arc of a 884.93 foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears approximately North 40°21' East) to the Northeasterly line of said Lot 16; thence Southeasterly 8 feet, more or less, along said Northeasterly line to the point of beginning.

Parcel Nos. SL-I-A, SL-I-1 through SL-I-1-14, inclusive, SL-I-2-2 through SL-I-2-30, inclusive, SL-I-9-C-1, SL-I-9, SL-I-2-31 through SL-I-2-39, inclusive, SL-I-4-6 through SL-I-4-11, inclusive and part of SL-I-4-12, SL-I-9-A, and SL-I-9-B.