

UNFILED  VERIFIED   
INDEXED  MICROFILMED

E# 1192197 BK1637 PG1442  
DOUG CROFTS, WEBER COUNTY RECORDER  
10-SEP-92 1058 AM FEE \$39.00 DEP MH  
REC FOR: U.S. TITLE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Carter Brothers, Inc., a Utah corporation, owner and developer of Durfee Creek Estates Subdivision, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Weber, State of Utah, which is more particularly described as:

A subdivision in Section 36, T8N and Section 1, T7N, R1W, SLB&M, Weber County, Utah, more particularly described as follows:

DESCRIPTION:

A Subdivision containing 350 acres, more or less. Per Attached Exhibit A for legal description of the subdivision.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS:

Section 1: "Association" shall mean and refer to Durfee Creek, Inc., Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property previously described, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the owners as shown on the Plat of "Durfee Creek Estates" as recorded in the County Clerk's Office of Weber County, Utah.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated area.

Section 6: "Declarant" shall mean and refer to Carter Brothers, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot for the Declarant for the purpose of development.

Section 7: "Dedicated Area" shall mean all streets or other real property defined on the final plat of Durfee Creek Estates Subdivision which is dedicated to Weber County for the use by the general public.

Section 8: "Community Facilities" shall mean a water well and culinary and fire protection central water system, a sewer line system for each building lot to a central drain field area for each phase of the Subdivision and any other improvements and structures that are placed upon the common areas by approval of the Association members. The Association will control and maintain ponds, springs and ditches for irrigation if they are developed.

Section 9: "Board of Directors" shall mean a group of association members, 2/3 (Two Thirds) of which will be Class A members, which shall be voted into office by the majority of Association members.

ARTICLE II  
DURFEE CREEK, INC., ASSOCIATION

Section 1: The Durfee Creek, Inc., Association, herein referred to as the "Association" upon formation as described in Article I Section 4 is to be incorporated as a Utah Non-profit corporation. The purpose and powers of the Association and the rights and obligations inherent in its membership are set forth in its Articles of Incorporation, its By-Laws on file with the Secretary of State and the provisions of this Declaration. Title to the common areas, as designated in Durfee Creek Estates Subdivision, shall be vested in the Association. The Association shall be the body charged with the overall management, operation and supervision of the common areas, and each lot owner delegates full authority to the Association for this purpose.

Section 2: The general purpose of the Association is to further and promote the community welfare of the lot owners. The Association is to be responsible for maintenance, repair and upkeep of the common areas and community facilities within the common area and subject to such conditions as may be agreed to by the members in writing and signed by two-thirds of the members and has been recorded.

Section 3: Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership may not be separated from ownership of any lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership:

CLASS A

Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but they shall have only one vote among them with respect to any Lot.

CLASS B

The Class B member shall be the Declarant, and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 3:

Each Class A member will pay \$200.00 (two hundred dollars) at the time of building lot purchase for one share of stock in Durfee Creek, Inc., Association. Such proceeds will be placed in an interest bearing account for the Association to provide emergency funds for timely repair or reconstruction of any community facilities failure, such as the water and/or sewer systems, pending billing and receipt of special assessments for such repair. No such assessments shall be levied upon the Association until all the community facilities have been fully developed and bonded and the bonding period has expired.

The Declarant shall pay his fair share for each lot owned for any of the above mentioned repairs or reconstruction of any community facility failure.

Section 4:

The Declarant has entered into an agreement with Liberty Pipeline Company (LPC), Liberty, Utah to jointly own a 100,000 gallon water storage tank located in Common Area A, a water line from this storage tank through Durfee Creek Estates Subdivision Phase I to connect to LPC's water lines at the County Road, the well pump and required electrical power equipment. LPC will also pump water into the storage tank from a spring on the nearby Baptist Camp property. The use of the water from the Durfee Creek Estates well will be determined by use of water meters. The power costs of the well pump to the storage tank will be allocated between Durfee Creek Estates, Inc. Association and LPC as determined from the meters. LPC will maintain a cumulative record of use by each party as a basis for allocating any repair or maintenance costs of the water system. LPC will arrange for any repair or maintenance work.

The advantages for Durfee Creek Estates Lot owners are:

1. By tying into LPC's other water system, water storage availability for fire protection is increased to 300,000 gallons which is approximately five times the County requirement.
2. LPC, being local, can respond quickly to any maintenance problem that might occur as well as handle routine maintenance checks.
3. Durfee Creek Estates Subdivision continues to have a separate water system, thus the Lot owners through their Association determines their assessments for their share of water costs and repairs.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or repairs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of

such property at the time the assessment fell due. Delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2 Purpose of Assessments:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties for the improvement and maintenance of the Common Areas and utility systems within the Common Areas.

Section 3 Maximum Annual Assessment:

The Declarant will serve without compensation to do the billing and collection of assessments and payment of operation and maintenance and repair costs from such assessments until all Lots have been sold. The records will be available for inspection upon request by any Lot owner.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) After the first year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% (five percent) above the maximum assessment for the previous year without a vote of the membership if the current annual assessment is not covering the annual operating costs.

(b) The maximum annual assessment may be increased above 5% only by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots as are not exempt from such assessment and may be collected on a monthly basis.

Section 7 Date of Commencement of Annual Assessments Due Dates

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area as stated in Article III Section 3.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8 Effect of Nonpayment of Assessments; Remedies of the Association:

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eight (8) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9 Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding, in lieu thereof, shall extinguish prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any amendments thereafter becoming due or from the lien thereof.

Section 10 Exempt Property:

Notwithstanding anything to the contrary herein contained, all properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Utah shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V  
ARCHITECTURAL CONTROL

Section 1 Architectural Control Committee

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alterations thereto be made until the plans and specifications showing the nature, kind, color, shape, height, materials, landscaping and location of same, is submitted to and approved in

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writing, as to the harmony of external design and location in relation to the surrounding structures, landscaping and topography, by an Architectural Control Committee composed of not more than three representatives appointed by the Board of Directors of the Association.

At least one of the members of the Architectural Control Committee shall be a representative of the Declarant. No member of the said committee duly appointed or elected, shall incur any liability by reason of any act or omission, in exercising the duties herein established for such committee. The committee will serve without compensation.

In the event said designated committee fails to approve or disapprove such design, landscaping or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required of such committee and the related covenants shall be deemed to have been fully complied with.

Notwithstanding the conditions as set forth herein, and to promote and encourage innovation and originality in design and landscaping, the Architectural Control Committee may, after a thorough review of the detailed plans and by two-thirds vote of the Association approve buildings or landscape plans that may not be in strict conformance with the conditions as set forth herein, but are still, in the judgment of the Committee, in keeping with the character, aesthetic value and general intent of this Declaration of Covenants.

#### Section 2 Noncompliance:

If any individual directs or constructs any building, fence, wall or other structures without complying with Section 1 of this Article, the Architectural Control Committee with the approval by the Association may within sixty (60) days of the completion of said building, fence or other structure, direct in writing that the individual repair, remodel or remove the structure and if said individual does not comply with the directive within ninety (90) days of receipt of such directive, the Association may take whatever action it deems necessary in accordance with Section 6 "Exterior Maintenance & Damage" of this Article.

#### Section 3 Appeal

If an applicant or individual disagrees with the adverse decision of the Architectural Control Committee, they may within sixty (60) days appeal to the Board of Directors who shall within sixty (60) days thereafter, submit their decision or recommendations in writing.

#### Section 4 Building Restrictions:

A. Type of Buildings: Each single family residential lot or building site, shall be restricted to single family dwellings, and no structure shall be erected upon any residential lot or building site other than residential dwellings which shall not exceed two stories in height.

All buildings shall be frame, stone, brick, concrete or block construction, and if other than brick or stone, shall be finished, stained or painted and kept in good repair. No Geodesic Domes.

B. Minimum Building Size: All residential buildings erected upon said property shall have at least a two (2) car attached garage with rear or side entry preferred. A floor area of said residential building shall be no less than 1,500 square feet of ground floor area if a one story house, nor less than 1,000 square feet of ground floor area if a two story or split level house, (exclusive of garage, patios, breezeways, storage rooms, porches and similar structures). All dwellings shall be set on permanent foundations or piers. No used structures shall be relocated or placed on any residential lot.

No temporary house, trailer or out-building shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction.

C. Building Site: A building site shall consist of at least one of the residence lots as platted in said plat and as described in a deed or covenants or a parcel composed of such residence lots or portions thereof the depth and frontage of which parcel shall equal or exceed the depth the frontage of the residence lots in the immediate vicinity.

D. Out Buildings: Subject only to the provisions contained in Article V, Section 4 (a), no structure may be erected or maintained on any residence lot except a single-family dwelling house together with no more than two detached out buildings for use as storage, or guest houses in conjunction with said single-family dwelling house. Each such out building shall conform in appearance with said dwelling house and no such out building or other structure may be erected prior to the erection of such dwelling house. No exterior antenna or any sort shall be installed or maintained on any residential lot except of a height, size and type approved by the Association. No activity shall be conducted within the Properties which interferes with television or radio reception.

No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except in accordance with Weber County Ordinances, and that such burning does not cause unreasonable annoyance or nuisance to the neighborhood.

Each building site shall have not less than 500 square feet of graded area sufficient for the off street parking of two cars and, in addition, shall provide an area protecting garbage and trash cans from the view from the street; such area shall be within the building site. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened by shrubbery.

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

E. Temporary Buildings: No buildings or structures shall be moved onto said real property from any land outside of said plat, except a new prefabricated structure of a type and design approved by the Architectural Control committee. No trailer, basement, tent, shack, garage, barn or other out building erected on a building site shall at any time be used as a residence temporarily or permanently no shall any residence of a temporary character be permitted.

No stripped down, partially wrecked, or junk motor vehicles or sizeable part thereof and/or construction vehicles or equipment shall be permitted to be parked on any street or on any lot in the Subdivision. No commercial type truck or equipment shall be parked for storage overnight or longer, on any lot in the Subdivision in such a manner as to be visible to the occupants of the other lots within the Subdivision unless the prior written approval of the Committee and/or Association has been obtained.

No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their residential lots.

Each residential lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense.

Section 5 Landscaping:

It is the intent in Durfee Creek Estates Subdivision to have the building sights and common area left as much as possible in a natural state. Minimal water from the common well will be used for maintaining lawn, shrubbery or other growth. Certain building lots may have available irrigation water from a Durfee Creek diversion ditch. For such lots any landscaping with lawn, shrubbery or other growth must be approved by the Architectural Control Committee.

Section 6 Exterior Maintenance and Damage:

In the event the improvements on any lot shall suffer damage or destruction from any cause, the owner thereof shall undertake the repair, restoration, reconstruction or removal thereof within ninety (90) days of such damage or destruction unless prevented by matters beyond the control of the owner, and such time shall only be extended to provide for such contingency. In the event the owner shall fail, within said ninety (90) day period following the damage or destruction, as extended by matters beyond the control of the owner to contract for or cause such repair, restoration, reconstruction or debris removal to be done, or:

In the event an owner of any lot on the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Association, may prosecute any proceedings at law against the person or persons in violation of the covenants.

Section 7 Landfill and Retaining Walls:

The objectives of this section is to provide a harmonious terrain of building sites. In using a building site, any fill to level or otherwise grade the site shall be the minimum required in the front yard to adequately provide a proper grade from the street and in the side yard to the minimum to conform the front yard to the natural terrain. Fill to the rear of the residence shall be the minimum necessary to cover foundation and provide a walkway adjacent to the rear of the residence. However, moderate excavation, fill and mounding for landscaping purposes as approved by the Architectural Control Committee will be permitted. All fill shall be adequately compacted.



No retaining walls shall be installed on a building site except in conformance with sound engineering and construction practices and shall not be located near a property line without prior approval of the Architectural Control Committee. To the extent the natural ground cover and its vegetation are covered or removed, the owner shall at all times maintain control of any water and its runoff on the building site by providing discharge of such water onto the street or a control drain for adequately spreading it on any unchanged or landscaped terrain.

Section 8 Fences and Hedges:

No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any lot or lots within the triangular area formed by the street property lines, and a line connecting them at points twenty five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property line extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

No fence, walls, hedge or shrub with an elevation above three (3) feet shall be permitted within ten (10) feet of the edge of the street right of way without special written consent of the Architectural Control Committee, nor shall any fence, hedge or boundary wall situated anywhere upon any building site have a height greater than six feet or such other lesser heights as the undersigned owner may specify above the finished graded surface of the ground upon which such fence, hedge or wall is situated.

All fences shall be constructed of wood, or be constructed of a material harmonious with the exterior of the building as approved by the Architectural Control Committee.

Section 9 Prosecution of Construction Work:

The construction of the dwelling, associated structures and landscaping shall be prosecuted diligently and continuously from the time of commencement thereof until such dwelling, associated structures and landscaping are fully completed and painted. All structures shall be completed as to external appearance including finished painting within six (6) months from the date of commencement of construction unless prevented by causes beyond the control of the owner or building and only for such time as that cause continues.

Section 10 Oil and Mining Operations:

No oil drilling, quarrying or mining operations of any kind shall be permitted in the Durfee Creek Estates Subdivision.

Section 11 Excavation, Defacing and Ditches:

No excavation of stone, sand, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary in connection with the erection of an improved structure thereon.

Section 12 Material Storage:

No building material of any kind shall be placed or stored upon a building site until the owner or the builder is ready and able to commence construction, and then such materials shall be placed within the property lines of the building site upon which the structure is to be erected. The Architectural Control Committee and/or Durfee Creek, Inc. Association through its agents shall have the right to enter upon any vacant lot for the purpose of removing brush or growth that is creating a safety hazard or refuse.

Section 13 Use of Property:

No portion of any residential property shall be used for the conduct of any commercial purposes, trade, business or for the conduct of any business or professional activities, or undesirable act, or undesirable use of any portion of the real property, shall be permitted or maintained. No lot shall be used in whole or in part for the storage of rubbish or any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will disturb the peace, quiet, comfort and serenity of the occupants of surrounding property.

Section 14 Billboards and Signs:

No signs or billboards of any kind or for any use shall be erected, except that the Declarant may erect and maintain on any lot owned by it signs and any other advertising devices in connection with the development and sale of the lots in Durfee Creek Estates Subdivision.

Any other residential lot owner or his agent, for the purpose of renting or selling his lot or to permit a builder to advertise his work or construction on the property, may place a sign not larger than 18" x 24" for such purposes.

Section 15 Animals:

No animals, reptiles, livestock, pigeons, domestic fowl or poultry of any kind shall be raised, bred, or kept upon any lot except that dogs, cats, horses or other ordinary household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes that would constitute a nuisance to adjacent property owners. No dogs or cats in excess of two each shall be kept by any residential household. Two horses per lot owner will be allowed. More horses per a lot owner will require prior written approval of the Association. If horses are kept on the building lot of the lot owner, such horses shall be stalled in an enclosed building which conforms to the residence and shall be kept clean and in good repair. Owners must keep odors under control, and keep horses from destroying the natural surroundings and eroding the soil. Horses may be allowed in Common Area A that is not restricted for culinary water sources per Exhibit B attached upon approval by the Board of Directors in stables and/or fenced in areas. The cost of fencing and stables and maintenance thereof in such Common Area A will be paid by those lot owners using such facilities on an allocation formula of costs as determined by the Board of Directors.

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ARTICLE VI  
ORDINANCES

If any restriction, easement or dedication herein contained varies from the ordinances of Weber County and are more restrictive, said ordinance or ordinances shall be deemed to be a part hereof as if set out in full herein.

This Declaration of Covenants shall include those conditions as set forth in the Weber County Zoning Ordinances, however, the planning and zoning commission may, after a review of the building and landscaping plans, approve plans which are not in strict conformance with the zoning ordinance.

ARTICLE VII  
GENERAL PROVISIONS

Section 1 Enforcement:

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 Severability:

Invalidation of anyone of these covenants, restrictions, or any portion thereof by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3 Duration and Amendments:

The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) years by an instrument signed by not less than ninety (90) percent of the lot owners and thereafter by an instrument signed by not less than seventy five (75) percent of the lot owners. Any amendment must be recorded. Such instrument or instruments shall contain proper reference to the plats and the record of this declaration of covenants, conditions and restrictions and all amendments thereof.

Section 4 Potential Zoning change Option:

If zoning and other governmental restrictions are ever changed to permit greater density of home sites within the Durfee Creek Estates Subdivision, an option will continue for an unlimited time to provide Carter Brothers, Inc., its successors or assigns the right to repurchase any of the real property in the common area of the Durfee Creek Estates Subdivision payable to the Homeowners of the Association for such Subdivision at \$5,000 per allowable building lot providing it does not interfere with any improvements of the Durfee Creek Estates Homeowners Association including but not limited to the utilities and water purity. Should any interference occur, the Carter Brothers, Inc., successor or assigns will need to resolve such problems with the Durfee Creek Estates Homeowners Association and any involved governmental bodies before such option could be exercised. Except for the right of way easement

as identified on the final plats for Phase I and II attached hereto and by this reference made a part hereof, any other access route or increase in access area would need to be resolved with such Homeowners Association and the governmental bodies involved. If any of the Subdivision improvements could be used, such as the water system, sewer system, power system, road system (except for the right of way easements referred to above) by Carter Brothers, Inc., its successors or assigns requires a third party, an independent qualified appraiser will be hired (each party to share equally in such cost) to determine the fair value the Carter Brothers, Inc., successors or assigns should pay to said Homeowners Association for such use or any improvements or additional right of way easements belonging to said Association.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THIS 20<sup>th</sup> DAY OF AUGUST 1992.

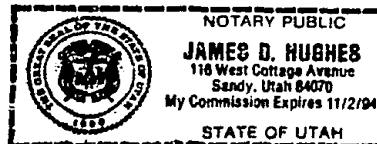
*Allen L. Carter*  
*Harold E. Carter*  
Carter Brothers, Inc.  
Declarant

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

On this 20<sup>th</sup> day of AUGUST 1992 personally appeared before me a Notary Public in and for said County and State Allen L. Carter and Harold E. Carter known to me to be the President and Secretary of Carter Brothers, Inc., that they executed the foregoing instrument for such corporation, and acknowledged to me they had authorization to execute the same.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

*James D. Hughes*  
NOTARY PUBLIC FOR UTAH  
Residing at: *Salt Lake City UT*



DURFEE CREEK ESTATES SUBDIVISION

EXHIBIT A

DESCRIPTION

A part of Section 36, T8N, R1W, SLB&M, U.S. Survey: Beginning at the Southeast corner of said Section 36, said point being a brass monument, running thence North 0°46'10" East 2611.00 ft. to the East quarter corner monument of said Section 36, thence North 0°03' East 1320 ft. more or less to the North line of the South half of the North half of said Section 36, thence North 89°58'44" West 5280 ft. more or less to the West line of said Section 36, thence South 1320 ft. more or less to the West quarter corner of said Section 36, thence South 89°58'44" East 2013.6 ft., thence South 47°40'33" East 312 ft., thence South 14°36'28" East 360.08 ft., thence North 86°25'05" West 436.65 ft., thence South 73°44'45" West 69.44 ft., thence South 50°00' West 160.00 ft., thence South 8°00' West 470.0 ft., thence North 82°00' West 60.00 ft., thence South 56°00' West 112.97 ft. to the approximate center line of a road, thence along said road South 33°44' East 50.0 ft., thence North 56°00' East, 94.01 ft., thence South 82°00' East 461.50 ft., thence North 86°50' East 210.00 ft., thence North 79°20' East 310.00 ft., thence South 7°30' East 300.00 ft., thence South 82°53'40" West 390.00 ft., thence South 7°06'20" East 380.72 ft., thence South 31°16'52" East 278.53 ft. thence North 57°11' East 330.00 ft., thence East 110.0 ft., thence South 703.65 ft. to a point North 89°14'30" East 185.00 ft. from the South quarter corner of Section 36, T8N, R1W, SLB&M, and running thence North 89°14'30" East 2444.20 ft. to the point of beginning.

17-135-0001, 0002, 0003 ✓  
 17-136-0001, 0002, 0003, 0004, 0005, 0006 ✓  
 17-137-0001 - 0017 ✓  
 17-138-0001 - 0009 ✓  
 17-139-0001, 0002, 0003, 0004 ✓

DURFEE CREEK ESTATES SUBDIVISION

EXHIBIT B

