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Corporate Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
05/13/2009 03:03:29 PM Fee \$ 12.00
By UNITED TITLE SERVICES

WHEN RECORDED MAIL TO:
KADE T. AND KALLI B. HUNTSMAN
2388 OAKHILL DRIVE
SALT LAKE CITY, UT. 84121



WARRANTY DEED - with Deed Restrictions
CORPORATE

SPLIT ROCK INC., A UTAH CORPORATION

Grantor,
a corporation organized and existing under the laws of the State of Utah, with its principal office at 906 NORTH 1400 WEST, of ST GEORGE, County of WASHINGTON, State of UT hereby CONVEYS and WARRANTS to

KADE T. HUNTSMAN AND KALLI B. HUNTSMAN, HUSBAND AND WIFE AS JOINT TENANTS

Grantee,
of SALT LAKE CITY, County of SALT LAKE, State of UT, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON, State of UT, to-wit

(SG-ESCW-1-16)

LOT 16, ENTRADA AT SNOW CANYON "CHACO WEST" - PHASE ONE, according to the official plat thereof, on file and of record in the Office of the Recorder of WASHINGTON County, State of Utah

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above described parcel(s) of real property

Subject to Deed Restrictions attached hereto and by this reference made a part hereof.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and Subject to 2009 taxes and thereafter.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under the resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 20th day of April, 2009

SPLIT ROCK INC., A UTAH CORPORATION

Bart Smith
BY: BART SMITH, Vice President

State of *Utah*

County of *Washington*

On the 20th day of April, 2009 before me LESLIE HEPPLER a Notary Public, Personally Appeared BART SMITH, VICE PRESIDENT OF SPLIT ROCK INC., A UTAH CORPORATION personally known to me (or proved to me in the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the same.

WITNESS my hand and Official Seal.



Leslie Heppler
NOTARY PUBLIC

DEED RESTRICTIONS

By acceptance of the foregoing Warranty Deed with Deed Restrictions and Agreement, Grantee (s), agree to the following restrictions and covenants, which shall run with and bind the property conveyed hereunder and shall be binding upon their heirs, successors and assigns:

1. **Construction Period.** Construction of a Residential Unit must be commenced on the property within (120) months from the date of recording of this instrument, unless an amended Deed Restriction is recorded extending the time.
2. **Right of repurchase.** Grantor, or its successors and assigns, shall have the right to re-purchase the property at the contract purchase price paid by the Grantee to Grantor. Grantor may exercise this right at any time within a period of fifteen (15) years following the expiration of the Construction Period.
3. **Exclusive Builder.** Grantor or its designee, shall be the exclusive builder on the property during the Construction Period and for a period of fifteen years thereafter if for any reason construction was not commenced within the Construction Period through no fault of Grantor.
4. **Construction Loan.** If a construction loan is required to accommodate the building of the Residential Unit, the property will be subordinated to a construction loan in an amount sufficient to build the Residential Unit, together with upgrades.
5. **Exclusive Mortgage Broker.** The construction loan will be facilitated through Mortgage Authority of Utah, LLC, or some other mortgage broker or some other mortgage broker designed by Grantor, and the loan will be administered by Grantor and/or Grantor's builder designee.
6. **Grantee Signs.** Notwithstanding any less restrictive regulation in any other covenant, restrictions or agreement affecting the property, no sign (including without limitation "for sale" signs), advertisement, notice, lettering, or descriptive design (other than street numbers) shall be placed on the property without prior approval of the Grantor, its successors and assigns. Further, Grantee agrees that Grantee will not place signs, advertisements, notice, lettering or descriptive designs in the limited common area and common area adjacent to the property, if any.
7. **Grantor Signs.** Grantee acknowledges and agrees that Grantor may display on other properties located in the subdivision or development in which this property is located, any sign which it deems, in its sole discretion, to be necessary or convenient.
8. **Enforcement.** The Grantor, its successors and assigns, may enforce the Deed Restrictions and Agreements. Failure to enforce shall not be deemed a waiver of the right to enforce.

By: _____

Kade T. Huntsman

By: _____

Kelli B. Huntsman