

WHEN RECORDED MAIL TO:
Homes at Cimarron, Inc.
4460 South Highland Drive
Suite #400
Salt Lake City, Utah 84124

172699

DECLARATION OF RESTRICTIVE COVENANTS, AGREEMENTS,
AND CONDITIONS AFFECTING THE REAL PROPERTY
KNOWN AS CIMARRON ESTATES I

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in City of Murray, Salt Lake County, State of Utah, described as follows:

See Exhibit "A" attached hereto.

WHEREAS, the undersigned is about to sell the property described heretofore which it desires to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

1. PROPERTY OWNERS ASSOCIATION:

There is hereby created the Cimarron Estates Property Owners Association (hereinafter referred to as the "Association") consisting of the owners (hereinafter referred to as "Association Members") of all lots created by the subdivisions within the boundaries of the property described in Exhibit "A". Any person, firm, partnership, trust, or corporation who buys or owns such a lot in said subdivision or subdivisions shall, upon the purchase thereof, become a member of the Association with one vote per lot and be obligated to the terms and conditions herein set forth. The Association Members shall have the right to elect, appoint, reappoint and replace the Executive Committee Members of the Cimarron Estates Property Owners Association Executive Committee as hereinafter provided.

2. EXECUTIVE COMMITTEE:

There is hereby created a Cimarron Estates Property Owners Association Executive Committee (hereinafter referred to as the "Executive Committee") consisting of three members (hereinafter referred to as "Committee Members") which Executive Committee shall have and exercise the powers for and on behalf of the Association and the Association Members.

The undersigned has designated the initial three Executive Committee Members who shall serve until their death, resignation or replacement as hereinafter provided. Any vacancy on the Executive Committee may be filled by the majority vote of the Association.

The Executive Committee shall elect a chairman thereof and the Executive Committee shall meet upon the reasonable call of the chairman and after reasonable notice, or upon the request of a majority of the Committee Members. A quorum of the Executive Committee shall consist of at least two Committee Members and the Executive Committee may make decisions at a meeting thereof at which a quorum is present by a simple majority of the Committee Members present at said meeting.

The Executive Committee shall have the responsibility and the authority with reference to the following specific matters:

(a) To appoint, reappoint and replace an architectural control committee consisting of three (3) members, and, if necessary, to pay the members thereof.

(b) To provide for the maintenance of the common areas within the subdivision or subdivisions including the recreational areas and landscaping and care of said common areas and to provide for the payment of taxes levied and assessed against said common areas.

(c) To design, develop and install or contract for the design, development and installation and the operation and maintenance and electrical services for special street lighting within the subdivision or subdivisions.

(d) To retain and, if necessary, to pay for necessary legal and accounting services for and on behalf of the Association.

(e) To do and provide for each and every thing and purpose not inconsistent with these declarations, deemed by the Executive Committee to be in the best interest of the Association Members.

(f) To make any and all decisions required, necessary or deemed to be wise and not inconsistent with these declarations, for and on behalf of the Association or its members.

(g) To adopt ByLaws and regulations for the Executive Committee and for the Association for the purpose of accomplishing the objectives set forth; provided, that the same shall not be inconsistent with any of the provisions of these declarations.

(h) To commence legal actions in the name of the Executive Committee on behalf of the Association.

(i) To commence legal actions in the name of the Executive Committee on behalf of the Association.

3. REPLACEMENT OF EXECUTIVE COMMITTEE MEMBERS:

Any or all of the members of the Executive Committee may from time to time be replaced or vacancies may be filled, at a meeting of the members of the Association called for that purpose. Meetings may be called by the Executive Committee, any two members thereof, or by 40 percent of the Association Members, by written notice specifying the date, time and place of the meeting begin given, to all Association Members not more than thirty (30) nor less than ten (10) days in advance of the meeting date. To replace a member of the Executive Committee, or to fill a vacancy at such a meeting, a majority vote of all members of the Association (not just a majority of those present) is required.

4. MEMBERSHIP FEES:

The Executive Committee of the Association shall have the authority and responsibility, from time to time as may be reasonably necessary, to determine, fix and assess the Association Members for monthly fees required to accomplish the purposes of the Association as described in Paragraph 2 above. Association Members shall be advised in writing by the Executive Committee of the monthly fees assessed, and the Association Members shall pay the same to the Executive Committee or its designated agent or depository on or before the 10th day of each and every month thereafter. Fees not paid when due shall bear a late charge of \$10 per month. The fees so assessed shall be uniform so that Association Members will be charged the same monthly fee for each lot owned by them. The Executive Committee may, from time to time, as necessary, change, increase or reduce the monthly fees by giving written notice thereof to the Association Members. The Executive Committee shall keep records of all fees assessed and collected and all disbursements made therefrom, and said records shall be available for inspection and copying by the Association Members at reasonable times and places. The fees collected shall be expended and disbursed only for the purpose provided for in Paragraph 2 above, including subparagraphs (a) through (h) thereof, inclusive.

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5. LIEN FOR UNPAID FEES:

To secure the payment of the fees and the reimbursement of all costs incurred by the association on behalf of any of its members resulting from the correction of matters of noncompliance, and the Association shall have the right to lien any lot for which the assessed fees or other costs are 30 days delinquent. The lien shall be in the amount of the unpaid fees, together with the late charges with interest at 14 percent, recording and release fees. A Notice of lien shall be filed by the Executive Committee in the office of the Salt Lake County Recorder on behalf of the Association. In the absence of such a recorded notice of lien, any interested party may conclusively presume that a lot or lots are free from such encumbrance. The Association may collect unpaid fees and interest due and owing to it and secured by lien at such time as the lot or lots are transferred, or by an action to foreclose the lien, in which event the Association Member shall also be liable for reasonable attorney's fees incurred incident to the collection thereof.

6. COMMUNITY AND RECREATIONAL AREAS:

The subdivision plat filed with reference to the Exhibit "A" property contemplates that certain land areas are to be used as "community and recreational property". All lot owners of record created within the Exhibit "A" property, are by these present granted a nonexclusive and undivided interest and ownership in and to all such "community and recreational areas" as shown on the subdivision plat which includes lot 13 of the subject plat on all other areas identified as landscape easement areas together with certain other landscaped areas adjacent to the main entries and more particularly described in Exhibit "B" attached hereto and made a part hereof. The undersigned reserves and retains the right to grant a nonexclusive and undivided interest and ownership in and to all such community and recreational areas as set forth herein and designated on Exhibit "B" to the property owners of the land described in Exhibit "C". In the event that such interests are granted, such property owners shall become members of the Cimarron Estates Property Owners Association and shall be bound by all the terms and conditions of this declaration and shall have a declaration consistent and similar to this declaration recorded before such interest and ownership described herein shall be of any force and effect. The use, control and maintenance of said "community and recreational areas" for the benefit of the Association Members, shall be by the decision and at the discretion of the executive Committee. The nonexclusive and undivided ownership, use, benefit and enjoyment of the "community and recreational areas" shall run with and be appurtenant to the lots and shall not otherwise be transferred, hypothecated or encumbered.

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7. MUTUAL AND RECIPROCAL BENEFITS, ETC.:

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described properties and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate said covenants running with the land for the benefit of all other lots in said tracts.

8. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:

All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2021, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless, by a vote of a majority of the then owners of said lots, it is agreed to amend or release said covenants in whole in part by an appropriate agreement in writing specifying the restriction(s) amended or released and by filing said agreement with the office of the Salt Lake County Recorder. Provided, however, any amendment or release regarding paragraph three shall require a unanimous vote. Notwithstanding the above described provision for releasing restrictions from the property, the covenants and restrictions contained herein respecting raising or otherwise changing the height of the grade and identified as Paragraph 22(c) of these covenants and restrictions shall not be amended or released at any time.

9. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential and related purposes unless specifically designated otherwise on the recorded plats. No building shall be erected, altered, permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height and a private garage for not more than three (3) vehicles. Notwithstanding the foregoing, the height of any building structure of appurtenance thereto shall not be higher than thirty-five (35) feet above the mean elevation of the lot. The Architectural Control Committee shall have the power to limit

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the number of stories and the height of structures as to all lots in its sole and exclusive discretion. All construction shall be of new materials except for approved "used brick".

10. ACCESSORY BUILDINGS:

No accessory building of any kind will be allowed which exceeds nine feet in height and contains more than 200 square feet. All accessory building shall be subject to the architectural and structural control set forth herein.

11. MOVING OF STRUCTURES:

No structure of any kind shall be moved from any other place to the property.

12. DILIGENCE IN BUILDING:

When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months. No building shall remain incomplete for any reason for a period in excess of twelve (12) months from the date that site excavation commenced.

13. COMPLIANCE WITH ZONING ORDINANCES OF MURRAY CITY:

All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of the Murray City Zoning Ordinances relating to Zone R-12 with the special condition as reflected in agreement with Murray City and in accordance with this declaration, or as the same may be hereinafter amended, unless otherwise modified or restricted by the City of Murray.

14. TEMPORARY STRUCTURES:

No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

15. NUISANCES:

a. Nuisances. No noxious or offensive activity or noise shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance, deterioration or nuisance to the neighborhood.

b. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, large dogs, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision,

excepting only two common household pets. Pets shall at all times be under control and supervision of their owners in such a manner as to not disturb, threaten or intimidate the association members, their families, and invitees. Owners shall be responsible for the clean up of any debris, droppings, or other litter caused or left by such pets.

c. Storage. No storage of any articles, materials, equipment or commercial vehicles, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars, light pick-up trucks, campers, and boats may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be repaired only in garages or enclosed areas.

d. Signs. Except for signs displayed by the developer during the construction and lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot.

e. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

f. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

g. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas to include television antenna or equipment shall be placed upon any structure or lot.

h. Air Conditioning. No swamp coolers or air conditioning units will be permitted on the roof tops of any building or structure, they may, however, be placed on a pad to the side or rear of the home.

i. Construction Debris. All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" from construction or any other debris are permitted to be located on any adjoining lot or any public right of way. Lot owners shall take whatever action is necessary to prevent run-off to and resultant erosion of adjoining public or private property. Lot owners agree that the undersigned or the Architectural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a lot owner, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owner's property to secure the repayment of all

sums expended by said Committee or the undersigned in cleaning up removed by owner within 48 hours of written notice from the undersigned or said Committee identifying the required clean up and removal work

16. EASEMENTS:

Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage, repair of fences, walls, roofs and other things for convenience to the owners of lots in said tract, as may be shown on the subdivision plat or subsequent deeds. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, its successors or assigns.

17. SET BACKS:

No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by City Ordinance and the Architectural Control Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in the recorded subdivision plat, contracts or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said building or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.

18. MANNER OF VOTING:

In voting, pursuant to the provisions of paragraphs two or thirteen hereof, each lot owner of record shall be entitled to one vote for each lot owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners. Any vote resulting in the amendment or repeal of the Declaration shall be recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.

19. ARCHITECTURAL CONTROL COMMITTEE:

An Architectural Control Committee (hereinafter "the Architectural Control Committee"), consisting of three (3) members is hereby created, and the undersigned may fill vacancies

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in the Architectural Control Committee and remove members thereof at its pleasure, provided, however, that when 80 percent of the lots in the subdivision have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation of 80 percent of those who are owners (either by contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Architectural Control Committee, the undersigned will appoint such person or persons to the Architectural Control Committee, and if necessary, will remove from said Architectural Control Committee existing members thereof in order to create vacancies for the new appointments, provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Architectural Control Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in the subdivision, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Architectural Control Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Architectural Control Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Architectural Control Committee may act by any two (2) of its members, and any authorization approval or power made by the Architectural Control Committee must be in writing signed by at least two (2) members.

20. ARCHITECTURAL CONTROL COMMITTEE MEMBERS

The Committee members shall be composed of:

Kurt Larsen
Lonnie Oman
Merrill Turnbow

21. ARCHITECTURAL AND STRUCTURAL CONTROL:

a. Approval Required. No building or structure, including a tennis court or swimming pool shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Architectural Control Committee. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established and a property boundary survey has been obtained. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved.

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b. Structural Guidelines. Footings, foundations, walls, floor diaphragms and other earth retaining structures must be designed to resist all lateral forces. Complete details of these structural elements together with recommended construction procedures must contain the seal and signatures of a professional engineer licensed by the State of Utah before consideration will be given by the Architectural Control Committee. The Architectural Control Committee's approval will in no way be deemed as passing upon the engineering and structural adequacy of the said design. Said design's adequacy will be the sole responsibility of the professional engineers whose seal and signature accompanies said design.

c. Architectural Guidelines

1. Harmony In Building: The exterior material of all homes shall be either metal, wood, brick, stucco or stone. The roofing materials shall be either asphalt, wood shingles in colors as may be approved by the Architectural Control Committee from time to time.

2. Landscaping: No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Committee. Front yard landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30th of the following year if a house is ready for Occupancy after October 15th) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Architectural Control Committee within nine months of the date the house is approved for occupancy. No landscaping plan will be approved unless the front yard and side yard have and the owner of said residential lot installs an underground automated sprinkling system. See paragraph 22, Additional Covenants.

3. Color Harmony: Exterior colors must be approved by the Architectural Control Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks, unpainted metals, bright, offensive or unusual color surfaces is prohibited on exterior elevations.

4. Retaining Walls. All retaining walls must be approved by the Architectural Control Committee. The Architectural Control Committee will not be required to approve the use of unfaced concrete retaining walls. The Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes but not as structural slope retention devices. See Paragraph 20B Structural Guidelines.

5. Site Plan: The direction which homes on cul-de-sac lots shall face must be approved by the Architectural Control Committee. Lot owners must determine the depth and location of the sewer from the Murray Sanitation District prior to designing their exterior house elevations.

6. Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height of fences shall be in conformity with City ordinances. Under no circumstances will a block fence or any "chain link" fencing of any type, brand or make be allowed to be constructed on any property within the described Cimarron Estates Subdivision.

7. Exterior Lighting: Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

8. Scale Lot Layout: No building or structure shall receive approval from the Architectural Control Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Architectural Control Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter scale.

9. Samples: Prior to the approval of any building or structure, appropriate building material samples must be provided to the Architectural Control Committee in order to determine if said materials comply with the terms of these conditions and restrictions. In addition, samples must be proved accurately reflecting the color scheme to be used on the improvements.

10. Construction Plans And Drawings: Prior to obtaining approval from the Architectural Control Committee, a set of final "to be constructed" plans and drawings must be submitted to the Architectural Control Committee. The Architectural Control Committee will not permit any redlining or verbal modification of said final "to be constructed" plans and drawings, and all plans and drawings so submitted will be evaluated based solely on the submitted "to be constructed" plans. In addition, no plans shall be approved by the Architectural Control Committee until after the plans have been approved in writing by a licensed structural engineer. All such plans and drawings will be deemed to be approved at such time as they have been signed by three members of the Architectural Control Committee or their designated representatives.

11. Prohibition Against Soil Erosion And Run-Off: It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and run-off. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system.

22. ARCHITECTURAL PROCEDURE:

The Architectural Control Committee's approval or disapproval shall be in writing. All decisions of the Architectural Control Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Architectural Control Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building or with architectural soundness thereof. At such time as the Architectural Control Committee has approved a lot owner's final plans and drawings, the Architectural Control Committee shall give notice in writing to the Murray City Planning Department of its approval. Said notice of approval shall also contain the Architectural Control Committee's assent to the issuance by the Murray City Planning Department of a building permit with respect to the lot. No such building permit will be issued by the Murray City Planning Department until such a letter of approval has been duly received from the Architectural Control Committee.

23. ADDITIONAL COVENANTS:

a. Concrete Maintenance. Each lot owner shall at all times keep the concrete in front of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Architectural Control Committee.

b. Restriction Against Raising Or Otherwise Changing The Height Of Grade. Neither the lot owner nor any person or persons claiming under him shall or will at any time raise or otherwise change the grade of any lot or lots herein conveyed or otherwise permit said grade to be different from the grade established by the developer. Notwithstanding the foregoing the lot owner shall be entitled to make application to the Murray City Planning Commission in writing, and if approved, a change in grading will be permitted.

c. Enforcement. The lot owners hereby agree that the Committee may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under these agreements. Should

any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the Court.

24. VIOLATIONS OF RESTRICTIONS, PENALTIES:

Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the Committee, the undersigned, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result including right to lien. Such remedy shall be deemed cumulative and not exclusive.

25. ACCEPTANCE OR RESTRICTIONS:

All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

26. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE:

Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

27. ARCHITECT-BUILDER-ENGINEER ACKNOWLEDGEMENT:

All purchasers of property described above hereby agree to cause any architect, designer, builder or engineer whom purchaser desires to employ or enter into any contract with regarding the design or construction of a residence on the property to execute

EXHIBITS TO DECLARATION OF RESTRICTIVE COVENANTS
AGREEMENTS, AND CONDITIONS AFFECTING
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CIMARRON ESTATES

EXHIBIT "A"

Beginning of a point which is South, 192.510 feet and East, 628.364 feet from the Southeast Corner of Section 15, T.2.S., R.1.W., S.L.B.&M. and running thence North 4 degrees 01' East, 171.780 feet; thence North 33 degrees 49'51" East 64.488 feet; thence North 21 degrees 43'22" East 74.620 feet; thence North 10 degrees 40'38" East 61.229 feet; thence North 8 degrees 00'00" East 55.000 feet; thence North 4 degrees 35'44" East 63.994 feet; thence North 3 degrees 46'20" West 21.025 feet; thence North 77 degrees 44'53" West 55.042 feet; thence North 70 degrees 00' East 91.967 feet; thence South 85 degrees 39'43" East 44.450 feet; thence North 70 degrees 00' East, 95.272 feet; thence South 11 degrees 30' East, 40.040 feet; thence North 75 degrees 00' East, 113.270 feet; thence South 76 degrees 00' East, 33.540 feet; thence South 44 degrees 59'59" East, 129.972 feet thence South 29 degrees 20'40" East, 110.674 feet thence North 44 degrees 00' East, 26.570 feet; thence South 57 degrees 00' East, 58.067 feet; thence North 44 degrees 00' East, 93.704 feet thence North 13 degrees 09'17" East 47.169 feet; thence North 59 degrees 00'00" East, 98.076 feet; thence South 46 degrees 16'56" East, 515.177 feet; thence South 46 degrees 12'27" East, 183.563 feet; thence South 59 degrees 00' West, 109.460 feet; thence South 84 degrees 59'59" West, 54.073 feet; North 46 degrees 30' West, 85.377 feet; thence South 43 degrees 30' West, 96.500 feet; thence North 46 degrees 30' West, 104.000 feet; thence South 49 degrees 07'30" West, 132.916 feet; thence South 85 degrees 00' West, 61.650 feet; thence Northwesterly 144.529 feet along the arc of a 470.70 foot radius curve to the left, (chord bears North 48 degrees 47'47" West, 143.962 feet); thence South 30 degrees 00' West, 119.103 feet; thence South 60 degrees 00' East, 11.070 feet; thence South 85 degrees 00' West, 55.809 feet; thence Northwesterly 120.898 feet along the arc of a 594.191 foot radius curve to the left, (chord bears North 69 degrees 10'16" West, 120.689 feet); thence Southwesterly 44.899 feet along the arc of a 24.500 foot radius curve to the left (chord bears South 82 degrees 30' West, 38.874 feet); thence South, 31.818 feet; thence South 85 degrees 00' West, 180.389 feet; thence West, 260.915 feet; thence North 14 degrees 18'11" West, 73.772 feet to the point of beginning.

Contains 13.3819 acres
67 lots

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738

EXHIBITS TO DECLARATION OF RESTRICTIVE COVENANTS
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EXHIBIT "B"

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

Cimarron Entrance
13 Foot Strip On North

Beginning at a point which is S0 00'50"W, 188.00 feet and East, 33.00 feet from the Northwest corner of Section 23, T2S, R1W, S.L.B.&M.; and running thence S0 00'50"W, 13.00 feet; thence East, 597.574 feet; thence N14 18'11"W, 8.756 feet, thence N4 01'E, 4.526 feet; thence West, 595.725 feet to the point of beginning.

Contains .1779 Acre

Cimarron Entrance
13 Foot Strip On South

Beginning at a point which is S0 00'50"W, 251.00 feet and East, 33.00 feet from the Northwest corner of Section 23, T2S, R1W, S.L.B.&M.; and running thence S0 00'50"W, 13.00 feet; thence East, 613.652 feet; thence N14 18'11"W, 10.416 feet; thence West, 610.334 feet to the point of beginning and the area contained in lots #142 and #90, Cimarron Subdivision I.

Contains .1826 Acre

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EXHIBITS TO DECLARATION OF RESTRICTIVE COVENANTS
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EXHIBIT "C"
PARCEL I

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

Beginning at a point on the East bank of the North Jordan Canal; said point being North 861.78 feet and West, 173.53 feet from the South West corner of Section 14, T2S, R1W, S.L.B.&M; and running thence East along an existing fence line 1209.466 feet to the T-215 right of way line; thence S37 30'11"E, 220.407 feet to the R/W marker; thence S38 38'26"E, 199.586 feet; thence S38 27'24"E, 107.638 feet to a R/W marker; thence S46 16'56"E, 641.906 feet; thence S46 12'23"E, 100.730 feet, thence S67 00'W, 127.00 feet; thence S42 00'W, 40.500 feet; thence N48 00'W, 128.180 feet; thence S25 00'W, 144.00 feet; thence N65 00'W, 103.89 feet; thence Southwesterly, 14.14 feet along the arc of a 115.50 foot radius curve to the right (chord bears S46 29'35"W, 14.13 feet); thence S50 00'W, 1.26 feet; thence Southwesterly 38.484 feet along the arc of a 24.50 foot radius curve to the left (chord bears S5 00'00"W, 34.647 feet); thence S40 00'E, 25.362 feet; thence S85 00'W, 61.650 feet; thence 133.754 feet along the arc of 521.59 foot radius curve to the left (chord bears N47 20'47"W, 133.388 feet); thence S30 00'W, 120.350 feet; thence S85 00'W, 56.809 feet; thence Northwesterly, 120.896 feet along the arc of 424.19 foot radius curve to the left (chord bears N69 10'16"W, 120.688 feet); thence Southwesterly 44.900 feet along the arc of a 24.50 foot radius curve to the left (chord bears S52 30'W, 38.874 feet); thence South, 31.816 feet; thence S85 00'W, 180.389 feet; thence West, 260.915 feet to the East bank of the North Jordan Canal; thence along said East bank the following 15 courses: N14 18'11"W, 73.772 feet; thence N4 01'00"E, 171.780 feet; thence N33 49'51"E, 64.488 feet; thence N20 13'18"E, 74.171 feet; thence N8 20'14"E, 180.047 feet; thence N20 21'04"W, 116.792 feet; thence N42 35'03"W, 78.682 feet; thence N47 16'16"W, 120.315 feet; thence N79 01'30"W, 52.409 feet; thence S80 36'55"W, 45.473 feet; thence S72 00'W, 85.000 feet; thence West, 270.000 feet; thence N64 00'W, 126.000 feet; thence N31 00'W, 234.000 feet; thence N21 30'16"W, 110.329 feet to the point of beginning.

Less;

Beginning of a point which is South, 192.510 feet and East, 628.364 feet from the Southeast Corner of Section 15, T.2.S., R.1.W., S.L.B.&M. and running thence North 4 degrees 01' East,

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171.780 feet; thence North 33 degrees 49'51" East 64.488 feet; thence North 21 degrees 43'22" East 74.620 feet; thence North 10 degrees 40'38" East 61.229 feet; thence North 8 degrees 00'00" East 55.000 feet; thence North 4 degrees 35'44" East 63.994 feet; thence North 3 degrees 46'20" West 21.025 feet; thence North 77 degrees 44'53" West 55.042 feet; thence North 70 degrees 00' East 91.967 feet; thence South 85 degrees 39'43" East 44.450 feet; thence North 70 degrees 00' East, 95.272 feet; thence South 11 degrees 30' East, 40.040 feet; thence North 75 degrees 00' East, 113.270 feet; thence South 76 degrees 00' East, 33.540 feet; thence South 44 degrees 59'59" East, 129.972 feet thence South 29 degrees 20'40" East, 110.674 feet thence North 44 degrees 00' East, 26.570 feet; thence South 57 degrees 00' East, 58.067 feet; thence North 44 degrees 00' East, 93.704 feet thence North 13 degrees 09'17" East 47.169 feet; thence North 59 degrees 00'00" East, 98.076 feet; thence South 46 degrees 16'56" East, 515.177 feet;; thence South 46 degrees 12'27" East, 183.563 feet; thence South 59 degrees 00' West, 109.460 feet; thence South 84 degrees 59'59" West, 54.073 feet; North 46 degrees 30' West, 85.377 feet; thence South 43 degrees 30' West, 96.500 feet; thence North 46 degrees 30' West, 104.000 feet; thence South 49 degrees 07'30" West, 132.916 feet; thence South 85 degrees 00' West, 61.650 feet; thence Northwesterly 144.529 feet along the arc of a 470.70 foot radius curve to the left, (chord bears North 48 degrees 47'47" West, 143.962 feet); thence South 30 degrees 00' West, 119.103 feet; thence South 60 degrees 00' East, 11.070 feet; thence South 85 degrees 00' West, 55.809 feet; thence Northwesterly 120.898 feet along the arc of a 594.191 foot radius curve to the left, (chord bears North 69 degrees 10'16" West, 120.689 feet); thence Southwesterly 44.899 feet along the arc of a 24.500 foot radius curve to the left (chord bears South 52 degrees 30' West, 38.874 feet); thence South, 31.816 feet; thence South 85 degrees 00' West, 180.389 feet; thence West, 260.915 feet; thence North 14 degrees 18'11" West, 73.772 feet to the point of beginning.

Contains 12.6151 acres

PARCEL II

Beginning at a point on the East bank of the North Jordan Canal; said point being South, 263.999 feet and East 646.588 feet from the Northwest corner of Section 23, T2S, R1W, S.L.B.&M; running thence East, 260.915 feet along an existing fence line; thence N85 00'00"E, 1094.144 feet along said fence line to the West bank of the Jordan River; thence S04 27'02"W, 74.946 feet; thence S02 52'50"E, 221.63 feet; thence S0 29'46"E, 214.087 feet; thence S25 36'52"W, 235.472 feet to an existing fence line; thence S89 54'14"W, 1395.206 feet along said fence line to the East bank of the North Jordan Canal; thence the following courses

along said East bank of the North Jordan Canal; N12 02'00"W, 138.311 feet; thence N05 08'28"E, 84.136 feet; thence N34 59'01"E, 168.055 feet; thence N24 24'12"E, 164.009 feet; thence N04 26'20"E, 83.111 feet; thence N14 18'11"W, 41.776 feet to the point of beginning.

Contains 945,827 Sq. Ft. or 21.713 Acres

PARCEL III

Beginning at a point on the East bank of the North Jordan Canal; said point being South, 883.46 feet and East, 507.66 feet from the Northwest corner of Section 23, T2S, R1W, S.L.B.&M, running thence N89 54'14"E, 1395.206 feet along an existing fence line to the West bank of the Jordan River; thence S23 53'14"W, 130.50 feet; thence West, 129.174 feet to the East bank of the North Jordan Canal; thence N46 29'03"W, 33.28 feet; thence N12 02'00"W, 96.18 feet to the point of beginning.

Contains 159,995 Sq. Ft. or 3.673 Acres

PARCEL IV

Beginning at a point on the East bank of the North Jordan Canal; said point being South, 1010.44 feet and East, 551.84 feet from the Northwest corner of Section 23, T2S, R1W, S.L.B.&M; running thence East, 1298.174 feet to West bank of the Jordan River; thence S23 53'14"W, 130.50 feet; thence S23 53'14"W, 952.923 feet; thence N87 02'59"W, 862.48 feet along an existing fence line and the extension of said fence line to the East bank of the North Jordan Canal; thence along the following courses along said canal; N22 22'49"E, 195.96 feet; thence N37 14'38"E, 128.077 feet; thence N19 38'17"E, 87.522 feet; thence N01 11'57"W, 37.476 feet; thence N16 00'49"W, 345.597 feet; thence N46 29'03"W, 174.161 feet to the point of beginning.

Contains 823,655 Sq. Ft. or 18.908 Acres

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MCGHIE LAND TITLE
REC BY: REBECCA GRAY , DEPUTY

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