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Recording Requested by,
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Midas Creek Estates L.L.C.
10 W. Broadway, Suite 311
Salt Lake City, UT. 84101

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MIDAS CREEK ESTATES L.L.C.
REC BY: B GRAY DEPUTY - WI

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DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, AND CONDITIONS AFFECTING THE
REAL PROPERTY KNOWN AS:

MIDAS CREEK ESTATES

**DECLARATION OF RESTRICTING COVENANTS,
AGREEMENTS AND CONDITIONS AFFECTING THE
REAL PROPERTY KNOWN AS**

MIDAS CREEK ESTATES

TO WHOM IT MAY CONCERN, This Declaration of Restrictive Covenants, Agreements and Conditions is made by MIDAS CREEK ESTATES LLC, a Utah Limited Liability Company hereinafter referred to as "Declarant".

PREAMBLE

WHEREAS, the Declarant is the legal and beneficial owner of certain real property located in the City of Riverton, Salt Lake County, State of Utah, more particularly described on the attached Exhibit "A", which is incorporated herein by this reference consisting of thirty-nine (39) residential lots.

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

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

1. **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 property 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 as covenants running with the land for the benefit of all other lots in said tract.

2. **PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS.** All covenants and restrictions herein stated shall run with the land and all owners, mortgagees, purchasers or occupants thereof shall by acceptance

of contracts, mortgages, or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with 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, 2025, at which time said covenants and restriction shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the thirty-nine (39) owners of said lots, it is agreed to amend or release said covenants in whole or 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 shall require consent by the City of Riverton. Further, any amendment regarding paragraph 3 shall require a unanimous vote. Notwithstanding the above-described provision for releasing restriction from the property, the covenants and restrictions contained herein respecting raising or otherwise changing the height of the grade and identified as paragraph 18(B) of these covenants and restrictions shall not be amended or released at any time. It is further agreed, however, that the Declarant reserves the exclusive right to amend or release said covenants in whole or in part, when in its sole and exclusive judgement such action becomes necessary. This right will remain in effect until such time as all lots within the subdivision are sold and homes have been built thereon, unless the Declarant elects to relinquish this right at some earlier time.

3. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling, and a private garage. No dwelling shall be erected to a height less than one (1) full story above grade no more than the maximum height allowed by the City of Riverton. The Architectural and Structural Control Committee shall have power to further determine the number of stories and the height of structures as to all lots in its sole and exclusive discretion. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots, shall have a minimum area above the ground of 1,200 square feet. Each multi-level residence shall have a minimum of 1,560 square feet above the ground. Exceptions to these square footage requirements may be made on certain lots at the sole and exclusive discretion of the supervising Committee. All construction shall be of new materials except for approved "used brick". Such accessory buildings, as are approved by the Architectural and Structural Control Committee, may also be permitted.
4. **MOVING OF STRUCTURES.** No structure of any kind shall be moved from any other place to the property.

5. **DILIGENCE IN BUILDING.** When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within twelve (12) months. No building shall remain incomplete for any reason for a period in excess of eleven (11) months from the date that site excavation commenced.
6. **COMPLIANCE WITH ZONING ORDINANCES OF THE CITY OF RIVERTON.** All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the City of Riverton Building and Zoning Ordinances relating to the property or as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.
7. **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.
8. **NUISANCES:**
 - A. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
 - B. **Pets.** No coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, horses, cows, sheep, goats, poultry, or any other livestock. None of the foregoing shall be kept, maintained or permitted at any place within the limits of said property, except only a reasonable number of common household pets. However, one (1) horse may be kept on lots 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 130, 131 and 132 in accordance with present provisions in the City of Riverton Zoning ordinances or as the same may hereafter amended. In no event are horses allowed on any other lot. Pets shall, at all times, be under proper control and supervision of their owners.
 - C. **Storage.** No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard of any lot except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or behind fenced side and rear yards.
 - D. **Signs.** Except for signs displayed by the Declarant during the construction and lot sales period, no sign, other than name plates, shall be displayed to the public view on any lot except one (1) sign

not exceeding four (4) 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 on said property, except sanitary containers.
- G. **Transmitting and Receiving Equipment.** No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, a television antennae may be placed on a structure at a height to be specifically approved by the Committee. Satellite dishes may not be placed on any structure or lot except as specifically approved by the Committee.
- H. **Swamp Cooler/Air Conditioning:** No swamp coolers will be permitted to be placed on a structure where it can be seen from the street in front of the lot. Air conditioning shall be provided only by a central air conditioning system. Central air conditioning systems may not be placed on roof tops.
- 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 locate 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 Declarant or the 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 bulder, 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 Declarant in cleaning up and removing said "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by owner within 48 hours of written notice from the Declarant or said Committee identifying the required clean up and removal work.
- J. **Solar Heating Systems.** Solar heating systems may be installed on structures built on lots, provided that such heating systems (i) comply with applicable zoning district regulations, the Uniform Building Code and associated ordinances, (ii) are designed and placed so as to

minimize their visibility from other lots, and (iii) have been approved by the Committee, based upon reasonable architectural review standards.

9. **EASEMENTS.** Such easements and rights of way shall be reserved to the Declarant, their 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, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage, flood control, and other things for convenience to the owners of lots in said tract, and as may be shown on the subdivision plat. No structures or fences of any kind shall be erected over any of such easements except upon written permission of the undersigned parties, their successors or assigns.
10. **DRAINAGE.** There shall be no interference with the established drainage pattern over any lot so as to affect any other lot unless a reasonable alternative provision is made for proper drainage and such alternative provision is in accordance with all applicable governmental codes and ordinances and is first approved in writing by the Committee. For the purpose hereof, "established drainage" is defined as the drainage which exists at the time the overall grading and landscaping of any lot is completed by Declarant or later grading or drainage changes which are shown on plans approved by the Committee.
11. **EXTERIOR MAINTENANCE AND REPAIR.** No improvements anywhere within the real property including the structures built on individual lots shall be permitted to fall into disrepair, and each improvement shall, at all times, be kept in good condition and repair subject to the owner's obtaining all necessary Committee approvals as required by Paragraph 16. If any owner shall permit any improvement, which is the responsibility of such owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Committee, after affording the owner of such property notice and a reasonable opportunity to correct such condition, shall have the right, but not the obligation to enter upon such owner's lot, for the purpose of correcting such condition, and such owner shall promptly reimburse the Committee for the cost thereof, including expenses incurred by the Committee, including, without limitation, reasonable attorneys' fees and expenses incurred in taking such corrective acts, plus all costs incurred in collecting the amounts due, including, without limitation, reasonable attorneys' fees and expenses. Each owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.
12. **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 the Committee and in conformity

with any additional "set back" lines which may be fixed by the Declarant, their successors and assigns, in the recorded subdivision plot, 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, and said line; the "set back" of any 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. Minimum "set back" shall, at all times, be those established by the zoning ordinances for the property by the City of Riverton.

13. **MANNER OF VOTING.** In voting, pursuant to the provisions of paragraphs 2 or 14 hereof, each lot owner of record shall be entitled to one (1) 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 voting in favor. 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.

14. **ARCHITECTURAL AND STRUCTURAL SUPERVISING COMMITTEE.** An Architectural and Structural Control Committee (hereinafter "the Committee") consisting of three (3) members is hereby created, and the Declarant may fill vacancies in the Committee and remove members thereof at its pleasure, provided, however, that when 100% of the lots in the subdivision have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation of 100% of those who are owners (either by contract purchases 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 Committee, the Declarant will appoint such person or persons to the Committee, and if necessary, will remove said Committee existing members hereof in order to create vacancies for the new appointment provided further, however, that two (2) persons designated by the Declarant shall remain as members of said Committee if the Declarant so desires. The functions of said 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 Declarant, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two (2) of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two (2) members.

15. **ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE**

MEMBERS: The initial members of the Architectural Control Committee shall be:

Armando J. Alvarez
E. Richard Moore
Mike Fitzgerald

16. ARCHITECTURAL AND STRUCTURAL CONTROL:

- A. Approval Required. No building or structure, including a barn, fence, tennis court, or swimming pool shall be erected, remodeled or placed on any lot without the written approval as to location, height, set back, design and harmony with existing or proposed structures first having been obtained from the Committee and permitted, if required, by the City of Riverton. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established. 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. The location of vegetable gardens, tree orchards, etcetera, shall also be subject to Committee approval.
- 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 Committee. The 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 engineer(s) whose seal and signature accompanies said design.
- C. Architectural Guidelines. The following architectural guidelines shall apply to all lots in Midas Creek Estates affected hereby:
1. Harmony in Building. The exterior materials used on the front elevation of all homes shall be either natural or simulated wood, siding, stucco, brick or stone. The type and quality of exterior materials shall be subject to that allowed by the city of Riverton Building and Zoning Ordinances. The roofing materials shall be either wood shingles, composition shingles, or tile roofs in natural colors.
 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. Landscaping must be commenced within one (1) month of the date the house or any other structure is ready for occupancy (or by April 30 of the following year if a house is ready for occupancy after October 15) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within nine (9) months of the date the house is approved for occupancy. No landscaping plan will be approved unless the front yard and side yards have, and the owner of said residential lot agrees in writing, to install underground automated sprinkling system(s).

3. **Color Harmony.** Exterior colors must be approved by the Architectural 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 blocks and unpainted metals is prohibited on exterior surfaces.
4. **Retaining Walls.** All retaining walls must be approved by the Committee. The Committee will not be required to approve the use of un-faced concrete retaining walls. The Committee will encourage the use of rock-faced walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes but not as structural slope retention devices.
5. **Site Plan.** The direction which homes on lots shall face must be approved by the Committee.
6. **Fences.** Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The height of the fences shall be in conformity with the City of Riverton and Salt Lake County ordinances. Under no circumstances will any "chain link" fencing of any type, brand or make be allowed to be constructed on any lot except for the rear property line of lots 109, 110, 111, 112, 113, 114, 115, 116, 117, 130, 131, 132, 135, and 136. However, lot 130 may have a chain link fence on the southern property line. Lots backing up onto the Midas Creek may not remove the split rail fence at the back of the lots and shall be responsible for maintenance and repair.
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 Committee until a one-quarter inch scale lot layout and house plan has been submitted to the Committee for its approval. In addition, all elevations with respect to improvements must be shown in one-quarter inch scale.
9. **Samples.** Prior to the approval of any building or structure, appropriate building materials samples must be provided to the Committee in order to determine if said materials comply with the terms of these conditions and restrictions. In addition, samples must be provided accurately reflecting the color scheme to be used on the improvements.
10. **Construction Plans and Drawings.** Prior to obtaining approval from the Committee, a set of final "to be constructed" plans and drawings must be submitted to the Committee. The Committee will not permit any redlining or oral 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 Committee until after the footing and foundation 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 two (2) members of the Committee.
11. **Prohibition Against Soil Erosion and Runoff.** It shall be the responsibility of the property owner to direct site work relative to the lot in such manner as to minimize erosion and runoff. 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.
17. **ARCHITECTURAL PROCEDURE.** The Committee's approval or disapproval shall be in writing. All decisions of the 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 or County ordinances are the sole responsibility of the lot owners and/or their builder(s), designer(s) or architect(s). The 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 Committee has approved a lot owner's final plans and drawings, the Committee shall give notice in writing to the City of Riverton Building Department of its approval. Said notice of approval shall also contain the Committee's assent to the issuance by the City of Riverton Building Department of a building permit with respect to the lot. No such building permit will be issued by the City of Riverton Building Department until such a letter of approval has been duly received from the Committee.

18. **ADDITIONAL COVENANTS:**

- A. **Concrete Maintenance.** Each lot owner shall, at all times, keep the driveway and curb and gutter in front of their 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 Committee. Each lot owner shall remove any oil stains from the driveway within a reasonable amount of time after receiving notification to do so from the 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 Declarant. Notwithstanding the foregoing, a lot owner shall be entitled to make application to the City of Riverton for a change in grading. Upon approval of both the Committee and the City of Riverton in writing, a change in grading will be permitted.
- C. **Enforcement.** The lot owners hereby agree that the Committee or Declarant may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance of any restraining order necessary under these agreements. Should any suit be instituted, the affected lot owners agree that if the court finds in the Committee's or Declarant favor such lot owner or owners shall pay reasonable attorneys' fees and costs incurred for the attorney as such fees may be fixed by the court.

19. **VIOLATIONS OF RESTRICTIONS, PENALTIES.** Violations 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 hereto without being deemed guilty to 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 constituted a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

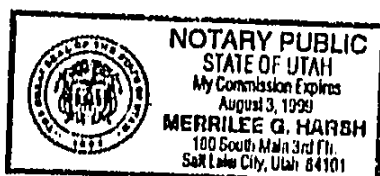
20. **ACCEPTANCE OF RESTRICTIONS.** All purchasers of property herein shall by acceptance of contracts of deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements, set forth. Such acceptance will be documented in writing and must be effected prior to closing of sale and transfer of title. In addition, all purchasers of property described above must meet all covenants and restrictions herein stated in paragraphs 16 and 17 prior to the closing of any sale and transfer of any title to third party, in connection with the purchase of any lot or lots within the subdivision.
21. **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.
22. **ARCHITECT-BUILDER-ENGINEER ACKNOWLEDGEMENT.** All purchasers of property described herein 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 an Architect-Builder-Engineer Acknowledgement of Receipt of these Restrictive Covenants, prior to commencement of any work on the property on behalf of purchaser. Purchaser further agrees to present a copy of all such fully executed Architect-Builder-Engineer Acknowledgements to the Declarant or Committee prior to the filing of an application for a building permit.
23. **SEVERABILITY.** Invalidation of any one or any portion of any one of these covenants and restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this document this 15th day of JULY, 1996.

DECLARANT

MIDAS CREEK ESTATES LLC,
a Utah Limited Liability Company

By: 
SERGIO S. ALVAREZ
Its: Managing Member



Merrilee G. Harsh
July 15, 1996

Exhibit A

To Declaration of Restrictive Covenants,
Agreements, and Conditions affecting the real
property known as: MIDAS CREEK ESTATES

Legal Description:

Beginning at a point which is South 89°50'00" East, along the Section line 1065.782 feet and South 00°10'00" West 33.00 feet from the North quarter corner of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°10'00" West 7.00 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.63 feet through a central angle of 90°16'35" (chord bears South 45°01'42" West 21.26 feet); thence South 00°06'35" East 91.28 feet to a point on a 15-foot radius curve to the left; thence along said curve 22.69 feet through a central angle of 86°41'07" (chord bears South 43°27'08" East 20.59 feet); thence South 01°51'28" East 60.25 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 24.53 feet through a central angle of 93°42'38" (chord bears South 46°44'44" West 21.89 feet); thence South 00°06'35" East 83.43 feet to a point on a 470-foot radius curve to the left; thence along said curve 349.82 feet through a central angle of 42°38'43" (chord bears South 21°25'57" East 341.80 feet); thence South 42°45'18" East 30.37 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 22.66 feet through a central angle of 86°32'13" (chord bears South 86°01'25" East 20.56 feet); thence South 44°35'46" East 60.28 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 24.59 feet through a central angle of 93°56'22" (chord bears South 04°12'53" West 21.93 feet); thence South 42°45'18" East 123.48 feet; thence North 57°26'19" East 133.89 feet; thence North 74°18'41" East 376.62 feet; thence South 01°03'00" East 250.10 feet; thence South 11°10'00" West 445.57 feet; thence South 89°59'55" West 1432.83 feet; thence North 00°06'40" West 350.00 feet; thence North 89°59'04" West 300.00 feet; thence North 00°06'40" West 119.79 feet; thence North 89°53'24" East 235.48 feet; thence North 69°31'03" East 865.34 feet to a point on a 530 foot radius curve to the right; thence along said curve 78.99 feet through a central angle of 08°32'20" (chord bears North 22°28'05" West 78.91 feet) to a point on a 15.00 foot radius curve to the left; thence along said curve 22.32 feet through a central angle of 85°15'50" (chord bears North 60°49'50" West 20.32 feet); thence North 13°27'45" West 60.00 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 22.32 feet through a central angle of 85°15'50" (chord bears North 33°54'20" East 20.32 feet) to a point on a 530.00 foot radius curve to the right; thence along said curve 79.70 feet through a central angle of 08°36'59" (chord bears North 04°25'05" West 79.63 feet); thence North 00°06'35"

(continued)

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EXHIBIT "A" (continued)

West 85.22 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.49 feet through a central angle of $89^{\circ}43'25''$ (chord bears North $44^{\circ}58'17''$ West 21.16 feet); thence North $00^{\circ}14'53''$ West 60.00 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.63 feet through a central angle of $90^{\circ}16'35''$ (chord bears North $45^{\circ}01'42''$ East 21.26 feet); thence North $00^{\circ}06'35''$ West 90.09 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.49 feet through a central angle of $89^{\circ}43'25''$ (chord bears North $44^{\circ}58'18''$ West 21.16 feet); thence North $00^{\circ}10'00''$ East 7.00 feet; thence South $89^{\circ}50'00''$ East 90.00 feet to the point of beginning.

TO BE KNOWN AS MIDAS CREEK RANCH ESTATES PHASE A.

EX744660482