

AFTER RECORDING RETURN TO:

00849040 Bk 1593 Pg 2169
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2003 NOV 03 10:53 AM FEE \$26.00 BY AMH
FOR: SOUTHERN UTAH TITLE CO

NADINE GRAVES
REMINGTON GROUP CONSTRUCTION
5710 SOUTH JORDAN CANAL RD.
SALT LAKE CITY, UTAH 84118

BELLA VIAGGIO

*DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
BELLA VIAGGIO*

ST. GEORGE, UTAH

REMINGTON GROUP CONSTRUCTION
5710 SO. JORDAN CANAL RD.
SALT LAKE CITY, UTAH 84118

THIS IS A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED
FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF THE PROPERTIES.

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2. DWELLING QUALITY AND SIZE
3. BUILDING LOCATION
4. LANDSCAPING
5. FENCING
6. TEMPORARY STRUCTURES
7. SUBDIVISION OF LOTS
8. EASEMENTS
9. GARBAGE AND REFUSE DISPOSAL
10. NUISANCES
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*DECLARATION OF PROTECTIVE COVENANTS
FOR
BELLA VIAGGIO SUBDIVISION*

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, THE UNDERSIGNED BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN WASHINGTON COUNTY, STATE OF UTAH, TO-WIT:

ALL LOTS
BELLA VIAGGIO SUBDIVISION

*EXHIBIT A
METES AND BOUNDS DESCRIPTION*

ARTICLE 1

1.1 TYPE PLANNED USE AND BUILDING

- (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height and a private garage for at least two vehicles.
- (b) No structures shall be erected or permitted to remain on any residential lot except structures containing living units and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or structure for the storage of a boat and/or camping trailer for personal use, providing the location of such structure is in conformity with the applicable City of St. George regulations and the front, side and rear setback requirements of the Declaration or any Project Declaration, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Architectural Control Committee.
- (c) Maintenance of Structures and Ground. Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without

limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval by the Architectural Control Committee. In addition, each Owner shall keep all shrubs, trees, grass and planting of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

(d) Parking. Parking of boats, trailers, off-road motorcycles, trucks, mobile homes, campers, or other recreational vehicles or equipment, regardless of weight, shall not be permitted to be stored on the street or in the front of homes or in unfenced side yards. Any and all boats, R.V.'s motorhomes, campers must be parked behind a gate no less that (6') six high and no nearer To a public street than the minimum set back of the house of (25') Twenty five feet. Parking on the street of any vehicle for more than (72) seventy-two hours is not allowed. Vehicles in disrepair which are inoperable or in an extreme state of disrepair or not currently licensed for use on public roadways shall not be permitted to remain on the property.

1.2 DWELLING QUALITY AND SIZE

(a) No dwelling shall be permitted on any lot wherein the floor area of the home exclusive of open porches and garages is less than 1800 square feet for a single story. Multi-level and two story homes must have an aggregate square footage of above ground floors of 2200 square feet. All homes must have a minimum of a (2) two car garage.

(b) All homes will be required to have exterior finishes of stucco, stone, or brick. Homes are to have bartile roofs with minimum roof pitch of 4/12 maximum pitch of 8/12 pitch. Exterior colors are to be Natural Earth Tones to include browns, beige, taupe, sage greens, gray greens, grays, sands, colors that blend with natural surroundings. Excluded colors are yellow, orange, rose, pink, salmon, coral, bright or deep green, blues, and red. Roof colors shall also to be Neutral Earth Tones solid colors.

1.3 BUILDING LOCATION

(a) Two story residences shall be allowed on certain up hill lots so as to not block views on upper lots. Two Story homes on said lots shall not exceed (32') thirty feet in height at street level, center of lot, to highest point of roof line. To be approved by Architectural Control Committee.

(b) Building location to be compliance with the City of St. George ordinance for an R-10 Zone.

(c) All dwellings, shall face the public street Courtyard entrances may vary. Courtyard and Portal Entrances are allowed.

1.4 LANDSCAPING

(a) Each lot front and side yards are to be landscaped within six (6) months from the date the home received Certificate of Occupancy.

(b) Type of trees and planting location shall not block or obscure the view of other residents.

1.5 FENCING

(a) Fencing shall be neutral colors of decorative iron or neutral colors of block with stucco finish to blend in with natural colors harmonious to area. Materials and colors to be approved by the Architectural Control Committee. Fences shall not exceed 6' in height, fencing shall not be placed on any lot nearer to the street than actual setback of the house. With the exception courtyards as permitted by the City.

1.6 TEMPORARY STRUCTURES

(a) No structures of a temporary character, trailer, basement only living quarters, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence temporary or permanently.

1.7 SUBDIVISION OF LOTS

(a) No owner of any lot within the subdivision shall at any time be permitted to subdivide his or her lot.

1.8 EASEMENTS

(a) Easements and/or Right of Ways are subject of the Ordinances of the City of St. George and/or the perspective utility companies.

1.9 GARBAGE AND REFUSE DISPOSAL

- (a) The owner/builder is responsible during the construction of a home to see that all construction debris is contained in a dumpster and regularly removed from the building site.
- (b) No lot shall be maintained as a dumping ground for rubbish, trash, garbage, or other waste. Each lot and its abutting street are to kept free of trash, weeds, refuse, by the lot owner. No unsightly material or objects are to stored on any lot in view of the general public.

1.10 NUISANCES

(a) No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood will be permitted. No clothesline or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted. Exterior radio antennas, exterior T.V. antennas will not be permitted with the exception of satellite dishes.

1.11 ANIMALS AND PETS

(a) Dogs, Cats and other household pets may be kept as permissible within the current zoning regulations provided they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners premises and under the handlers control.

1.12 CONSTRUCTION TIME FOLLOWING PURCHASE

(a) The Owner or Owners, including Individuals or Business's of any building lot within the

subdivision shall commence construction within SIXTY (60) months from the Purchase Date. In the event a lot is not build upon within said period the owners of that lot shall maintain and keep free of weeds, debris and other material and keep the lot clean. If said lot is not kept clean the Home Owners Association may assess fees to clean up and keep the site clean.

1.13 VARIANCES

(A) THE ARCHITECTURAL CONTROL COMMITTEE has the authority to grant variances and may at It's sole descretion grant variances to the guidelines contained herein. Any and all variances must be in writing with the signed approval of no less than two members of the Architectural Control Committee.

ARTICLE 2

2.1 ENFORCEMENT

(a) The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the association, including but not limited to any proceeding at law or in equity against any person or persons violation or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the event action, with or without suit, is taken against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney's fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment against any owner who fails to refrain from violation of these covenants or a rule against any owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

ARTICLE 3

3.1 BELLA VIAGGIO ARCHITECTURAL CONTROL COMMITTEE

(a) The initial Bella Viaggio Architectural Control Committee is Nadine Graves, Harold Irving, James Jenkins, Steve Foisey and or other invited residences of Bella Viaggio Subdivision. The majority of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members. The Committee may render a decision only by written instrument setting forth the action by the consenting members. Neither the Committee nor any of its members thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account

of any action, or failure to act of the Committee or a member of the Committee provided only that the member has in accordance with the actual knowledge possessed by him acted in good faith. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to covenant.

(b) No improvement shall commence, be erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Control Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and as to location with respect to topography and finished grade elevation, and to avoid plan repetition. The Architectural Control Committee is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the applicant. The Committee shall render its decision with respect to the construction proposal within fifteen (15) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within thirty (30) days after the Committee has received all materials required by it with respect to the proposal or if no suit to enforce this Declaration has been commenced within one (1) year after completion thereof approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

ARTICLE 4

4.1 COMMON AREAS

(a) Common areas consist of Landscaped Entrances on Sir Monte Drive and Balboa Way.

4.2 THE BELLA VIAGGIO HOME OWNERS ASSOCIATION

(a) Organization. Upon the sale and closing of the last lot in BELLA VIAGGIO SUBDIVISION the BELLA VIAGGIO HOME OWNERS ASSOCIATION shall be formed. An acting chairperson will be appointed by the Architectural Committee. The chairperson is to serve at the pleasure of a majority of the owners of lot in the subdivision; hence the chairperson may be terminated (voluntary or involuntary) by a majority vote of the resident owners of Bella Viaggio Subdivision.

(b) The owner of each lot in the subdivision belongs to and is allowed one vote in the Bella Viaggio Subdivision Home Owners Association. The Association is to meet annually to elect a chairperson and to vote upon business that is in the common interest of the property owners.

(c) The Bella Viaggio Home Owners Association is responsible to maintain or caused to be maintained the planted entrances at Balboa Way and Sir Monte Drive to include regular upkeep including watering, mowing, trimming, cutting, pruning and fertilizing, painting and replacement if necessary of any plants, monuments, gates, columns, and to include any additional commons areas in the subdivision not yet described. The association will make an annual assessment to each property owner in the subdivision for these expenses, which will also include the cost of water and power etc.

(d) On the sale of the last remaining lot the Bella Viaggio Architectural Control

Committee shall be dissolved and the duties will be assumed by the Bella Viaggio Home Owners Association. Dues will be set by the Home Owners Association.

ARTICLE 5

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5.1 GENERAL PROVISIONS

(a) These terms are to run with the land and shall be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by the majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

(b) Enforcement of the foregoing shall be by proceeding at law or in equity against every person persons, or entity violating or attempting to violate any covenant herein, whither to restrain with jurisdiction may restrain violation of these covenants, as well as award any damages incurred thereby, including a reasonable attorney fee to the person or Association enforcing the same.

(c) Severability, Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DATED THIS 3rd day of November, 2003, 2002

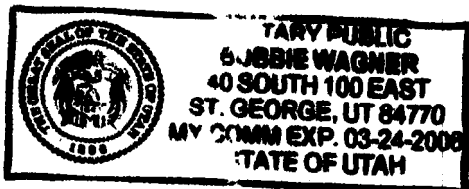
BELLA VIAGGIO L.C.

BY Nadine Graves Member

STATE OF UTAH }
: SS
COUNTY OF WASHINGTON }

on the 3rd day of NOV, 2003, personally appeared before my Nadine Graves, who being by me first duly sworn did say that he/she executed the foregoing instrument.

Robbie Wagner
NOTARY PUBLIC
Residing at: St George, UT

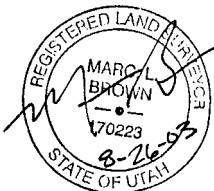


SURVEYOR'S CERTIFICATE

I, MARC L. BROWN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION NUMBER 170223, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY AND I CERTIFY TO THE ACCURACY OF THIS SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW TO BE HEREAFTER KNOWN AS:

"BELLA VIAGGIO SUBDIVISION"

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



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BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°47'55"W 2655.03' ALONG THE SECTION LINE TO THE EAST 1/4 CORNER OF SAID SECTION 1 (NOT FOUND); THENCE S00°48'20"W 1302.21 FEET ALONG THE SECTION LINE TO THE TRUE POINT OF BEGINNING (BASIS OF BEARING BEING S00°48'05"W FROM THE NORTHEAST CORNER OF SECTION 1, HCN #180 TO THE ANGLE POINT HCN #182); THENCE EAST 145.84 FEET; THENCE S14°52'06"W 199.74 FEET; THENCE S62°30'56"W 412.54 FEET; THENCE S01°29'50"W 50.24 FEET; THENCE N88°30'10"W 90.71 FEET; THENCE S62°30'56"W 33.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT, (RADIUS POINT BEARS S87°04'46"W); THENCE 114.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 130°52'20"; THENCE S62°30'56"W 231.74 FEET; THENCE N88°30'10"W 333.82 FEET; THENCE N52°42'00"W 32.50 FEET TO A POINT ON A 372.50 FOOT RADIUS CURVE TO THE LEFT, (RADIUS POINT BEARS N52°42'00"W); THENCE 94.90 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°35'47"; THENCE N22°42'13"E 154.95 FEET TO A POINT OF CURVATURE WITH A 312.50 FOOT RADIUS CURVE TO THE RIGHT, (RADIUS POINT BEARS S67°17'47"E); THENCE 58.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'56"; THENCE N06°17'50"E 311.39 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF "MIRAGE ESTATES PHASE 3 SUBDIVISION"; THENCE ALONG THE SOUTH AND EAST BOUNDARY LINE OF SAID SUBDIVISION FOR THREE COURSES AS FOLLOWS: S74°50'10"E 227.99 FEET, N86°59'50"E 94.45 FEET AND N01°29'50"E 220.00 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF "MIRAGE ESTATES PHASE 2 SUBDIVISION"; THENCE ALONG THE SOUTH AND EAST BOUNDARY LINE OF SAID SUBDIVISION FOR TWO COURSES AS FOLLOWS: N86°59'50"E 240.20 FEET AND N01°29'50"E 73.84 FEET TO A POINT ON A 135.50 FOOT RADIUS CURVE TO THE RIGHT, (RADIUS POINT BEARS S01°04'45"E); THENCE 6.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°34'34"; THENCE S88°30'10"E 180.62 FEET TO A POINT OF CURVATURE WITH A 114.50 FOOT RADIUS CURVE TO THE LEFT; THENCE 8.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'26"; THENCE S01°29'50"W 84.26 FEET TO A POINT ON A 280.00 FOOT RADIUS CURVE TO THE LEFT, (RADIUS POINT BEARS N17°26'34"W); THENCE 7.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'36"; THENCE N70°59'50"E 94.24 FEET TO A POINT OF CURVATURE WITH A 220.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 35.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°08'23" TO THE MOST SOUTHERLY PROPERTY CORNER OF "MIRAGE ESTATES PHASE 1 SUBDIVISION", SAID POINT BEING ALSO ON THE NORTH RIGHT-OF-WAY LINE OF 2025 SOUTH CIRCLE, AN EXISTING 60' WIDE PUBLIC STREET; THENCE S39°16'10"E 33.04 FEET TO A POINT ON THE CENTERLINE OF SAID 2025 SOUTH CIRCLE, SAID POINT BEING ALSO ON A 252.50 FOOT RADIUS CURVE TO THE RIGHT, (RADIUS POINT BEARS N29°35'22"W); THENCE 46.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°35'12"; THENCE S70°59'50"W 94.24 FEET TO A POINT OF CURVATURE WITH A 312.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 30.43 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'44"; THENCE S13°25'26"E 148.87 FEET; THENCE EAST 91.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.887 ACRES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS TO BE HEREAFTER KNOWN AS:

"BELLA VIAGGIO SUBDIVISION"

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF THE "BELLA VIAGGIO SUBDIVISION" RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS _____ DAY OF _____, 2003, AT BOOK _____, PAGE _____, SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF AUGUST, A.D. 2003.

BELLA VIAGGIO SUBDIVISION, L.C.

Nadine Graves
NADINE GRAVES, MEMBER

CONSENT OF MORTGAGEE

PAUL DOTSON, VICE PRESIDENT OF ZIONS FIRST NATIONAL BANK, A UTAH CORPORATION, ON BEHALF OF SAID ZIONS FIRST NATIONAL BANK, DO HEREBY CONSENT TO THE RECORDING OF THIS PLAT AND JOIN IN ANY AND ALL DEDICATIONS.

Paul Dotson
PAUL DOTSON, VICE PRESIDENT
ZIONS FIRST NATIONAL BANK

CONSENT OF MORTGAGEE

GERRY T. BROWN, VICE PRESIDENT OF UTAH RESOURCES INTERNATIONAL, INC., A UTAH CORPORATION, ON BEHALF OF SAID UTAH RESOURCES INTERNATIONAL, INC., DO HEREBY CONSENT TO THE RECORDING OF THIS PLAT AND JOIN IN ANY AND ALL DEDICATIONS.

Gerry T. Brown
GERRY T. BROWN, VICE PRESIDENT
UTAH RESOURCES INTERNATIONAL, INC.

L.L.C. ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } S.S.

ON THE 20th DAY OF AUGUST, 2003, PERSONALLY APPEARED BEFORE ME, NADINE GRAVES, WHO BEING BY ME DULY SWORN DID SAY THAT SHE IS THE MANAGING MEMBER OF BELLA VIAGGIO SUBDIVISION, L.C., A UTAH LIMITED LIABILITY COMPANY, AND THAT SHE EXECUTED THE FOREGOING OWNERS DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF SAID BELLA VIAGGIO SUBDIVISION, L.C., AND SHE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

MY COMMISSION EXPIRES: 10-10-04

Amanda Jo Neilson
NOTARY PUBLIC
RESIDING IN WASHINGTON COUNTY, UTAH

"BELLA VIAGGIO SUBDIVISION"

LOCATED IN THE SE 1/4 OF SEC. 1, T43S, R16W,
AND THE SW 1/4 OF SEC. 6, T43S, R15W, SLB AND M

APPROVAL

APPROVAL AS TO FORM

RECORDED #

FINAL PLAT