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Mail to: *M*
Town of Eagle Mountain % Janet Valentine
1680 E Heritage Dr.
Eagle Mountain Ut. 84043 Declaration of

ENT 87703 BK 5174 PG 218
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Aug 05 8:36 am FEE 65.00 BY SS
RECORDED FOR TOWN OF EAGLE MOUNTAIN

Covenants, Conditions and Restrictions of
Mountain View Subdivision

THIS DECLARATION OF CONVENTIONS, CONDITIONS AND RESTRICTIONS is made and
executed this day of , 1999, SUNRISE BUILDING COMPANY LLC. (Hereinafter referred
to as "DECLARANT").

- A. Declarant is the record owner of a certain parcel of real property located in Utah County, Utah more particularly described on Exhibit "A" attached hereto (the "property"). Declarant desires to develop the Property as subdivision (the "Project").
- B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment and improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitude's, restrictions, limitations, conditions and uses to which the Property may be put.

1. DEFINITIONS:

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise.

- 1.1 Declarant shall mean and refer to Sunrise Building Company, any successors to or grantees of such company who, either by operation of the law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project, as the original Declarant. The Declarant shall also mean and refer to the Town of Eagle Mountain, Utah, a municipal corporation which is included as a declarant in these covenants, conditions and restrictions for the purpose of enabling the Town of Eagle Mountain to enforce certain provisions of the covenants, conditions and restrictions with respect to architectural guidelines.
- 1.2 Declaration shall mean and refer to this instrument as amended from time to time.
- 1.3 Dwelling shall mean and refer to a residential dwelling unit together an attached garage located on a lot within the Project.
- 1.4 Lot shall mean and refer to those single family residential building lots identified and referred to in this Declaration and on the Map.
- 1.5 Map shall Mean and refer to the subdivision plat entitled "Mountain View Subdivision", filed in the office of the Utah County Recorder, as the same may be amended from time to time.

- 1.6 Owner shall mean the person or entity holding a record fee simple ownership interest in a lot or dwelling, including Declarant and purchasers under installment contracts. Owner shall not include persons or entities who hold an interest in a lot or dwelling merely as security for the performance of an obligation.
- 1.7 Project shall mean the real property described on Exhibit "A", together with all improvements thereon.
- 1.8 Town means Town of Eagle Mountain.
- 1.9 Accessory Building shall mean any structure on a lot other than the dwelling.

2. MUTUAL AND RECIPROCAL BENEFITS:

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every lot created on the Property and shall be intended to create a mutual equitable servitude on each lot in favor of every other lot, to create reciprocal rights and obligations between the owners, and to create privity of estate between the Owners and their heirs, successors assigns.

3. PERSONS BOUND:

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The Town of Eagle Mountain is an additional declarant and shall be treated as a declarant by the subsequent owners of all parts of the project. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of lots shall, by acceptance of contracts, deeds, or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any lot or dwelling in the Project shall be subject to and subordinate to all of the provisions of the Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

4. LAND USE AND BUILDING TYPE:

- 4.1 No lot shall be used except for single family residential use.
- 4.2 No building shall be erected, altered or permitted to remain on any lot other than one single family dwelling and a private garage (either attached or as an accessory building) for not more than three (3) vehicles.
- 4.3 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the lots or dwellings thereon.
- 4.4 Every dwelling, exclusive of garages and open porches or decks, shall have a minimum main or ground floor area of at least 900 square feet.

- 4.5 Homes to be constructed must contain, at a minimum, the following characteristics:
- 4.5.1 A pitched roof with asphalt shakes or tile shingles. No flat roofs shall be permitted;
- 4.5.2 Homes must have some form of exterior siding, including brick, wood or metal siding, stone or stucco. Homes may not have unfurnished plywood, sheet or other metal, cement, or cinder block as an exterior finish, except that aluminum may be used on soffits and fascia. All exterior materials must be new;
- 4.5.3 Some form of exterior front yard lighting shall be included on each home;
- 4.5.4 No geodesic domes or A-frame structures may be constructed on any lot;
- 4.5.5 Pre-manufactured housing is permitted provided it otherwise meets the criteria of these declarations;
- 4.5.6 All fireplaces and wood burning devices must meet minimum Environmental Protection Agency guidelines;
- 4.5.7 All construction shall be in accordance with the Uniform Building Code and all city and county codes in use at the time is commenced;
- 4.5.8 Each yard must have at least two (2) living trees incorporated into its landscaping;
- 4.5.9 Driveways must be constructed on concrete or asphalt. No dirt or gravel driveways or parking pads are permitted;
- 4.6 Up to one accessory building may be allowed on any one lot but only if it is Consistent in design, construction, color and appearance with the dwelling Which sits on the lot. No metal sheds are allowed. Any accessory buildings Must comply with all zoning and other land use regulations then in effect for Utah County and Eagle Mountain City or any Successor Government Entity.
- 4.7 No trailer, basement, tent, shack or other accessory buildings shall be used at Any time within the Project as a temporary or permanent residence.
- 4.8 All structures shall comply in all respects with existing building and zoning Codes and Ordinances applicable to the town. All construction shall comply with the architectural design guidelines of the Town of Eagle Mountain, Utah.
- 4.9 No building shall be permitted to remain incomplete for a period in excess of One (1) year from the date the building permit was issued. Landscaping of the Front and side yards must be completed within six (6) months of when an Occupancy permit is issued. If an occupancy permit is issued between October 1 and April 1, the owner shall have until the next October 1 to complete the landscape work. Backyards must be landscaped within one (1) year of the issuance of occupancy permit.

5. NUISANCES AND RELATED MATTERS:

- 5.1 No noxious or offensive activity shall be carried on upon a lot, nor shall Anything be done thereon which may be an annoyance or nuisance to the Neighborhood.
- 5.2 No barn, coop, shed, sty or building of any type shall be constructed for the Purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and None of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets are not kept, bred or maintained for any commercial purpose, are restricted to the owner's control, and do not create a nuisance. "Control" for the above purpose shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Dog runs may be constructed so long as they otherwise comply with this Declaration and so long as no part of the run is within 20 feet of an adjoining lot. Fierce, dangerous or vicious animals shall not be permitted.
- 5.3 All vehicles (including but not limited to, passenger cars, light trucks, recreational vehicles, boats, snowmobiles, motor homes, and trailers) shall be parked within a garage or on a driveway. All vehicles exposed to view from the Front of the house, any other lot, any street or road, shall be maintained in running condition, properly licensed and shall be regularly used. No commercial step van or larger vehicle shall be stored or parked on any lot or street except During actual use in construction on a lot or maintenance for the subdivision.
- 5.4 No metals, bulk materials, scrap, trash, refuse, equipment or other unsightly articles shall be permitted to remain on a lot so as to be visible from the front or Side yard.
- 5.5 Except for signs displayed by the Declarant for the sale of lots or dwelling, no signs other than nameplates shall be displayed to the public view on any lot, except one sign for sale of the lot or dwelling. All signs shall comply with Relevant governmental ordinances and regulations.
- 5.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any lot.
- 5.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.
- 5.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or lot. Provided, however, that television antennas may be placed on the roofs and satellite dishes may be placed in the back yard of a lot. (Small satellite dishes may be installed on roof).
- 5.9 An owner shall not, by deed, plat or otherwise, subdivide tracts or parcels smaller than the whole lot as shown on the map, nor shall nay owner cause, suffer or permit the fee ownership of his or her lot or dwelling to be separated or divided into annually recurring time share units or time share units of any duration, form or kind whatsoever.

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- 5.10 No lot owner or occupant of a lot may conduct a yard sale on any lot more than two (2) days per calendar year.
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6. **EASEMENTS:**

Such easements and right of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from lots and dwellings gas, electricity, power, water telephone and telegraph services, sewage, storm drain and other things for the convenience of the owners of lots and the association, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements.

7. **SET BACKS:**

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- 7.1 All dwelling shall be set back from any street, side lot and back lot lines in accordance with Utah County requirements of the City.
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- 7.2 No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the roadway property line and the line connecting them at points 25 feet from the intersection of the roadway line or, in the case of a round property corner, from the intersection of the roadway property line extended. The same site line limitations shall apply on any lot within ten (10) feet from the intersection of a roadway property line with the edge of a driveway or ally pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.
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7.3 **Mountain View Subdivision Home Owners Association:**

Membership. Every Lot Owner shall be a member of Mountain View Subdivision Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot within Mountain View Subdivision. Ownership of such Lots shall be sole qualification for ownership of any Lot within Mountain View. Ownership of such Lots shall be sole qualification for membership Subdivision.

Voting Rights. The Association shall have two classes of voting Membership:

Class A. Class A members shall be all of the Owners with the exception of Sunrise Building Company LLC. Class members shall be entitled to one vote for each Lot, which they own. When more than one person holds such interest in any Lot, all such persons shall be members, provided however, that the vote for such Lot shall be exercised as the several Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot and no Class A member shall have a right to vote unless such member is in good standing.

Class B. The Class B member shall be The Class B member shall be entitled to three (3) votes for each Lot which it owns, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

- (1) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (2) December 31, 2004.

Organization and Purpose. The Association is a nonprofit Utah corporation created for the purposes, charged with the duties, and investing with the powers prescribed by law or set forth in its Article and by-laws or in this Declaration. Neither the Articles nor by-laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of a conflict between the provisions of the Articles of Incorporation and by-laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of a conflict between the provisions of the Articles of Incorporation and by-laws of the Association of this Declaration, the terms and provisions of this Declaration shall control. The Association shall be charged with the administration of Mountain View Subdivision and the terms and provisions of this Declaration. Further, the Association shall be responsible for the maintenance and operation of any open space or easements and any improvement on such open space or easement with Mountain View Subdivision owned by the Association.

Specific Powers of the Mountain View Subdivision Association.

Contracts. The Association may enter into contract with Grantor and all other persons to provide any service or perform any function, including but not limited to contracts delegating enforcement of some or all of the duties under this Declaration and the right to collect and remit (but not to levy) Assessments and fines levied by the Association.

Rules and Regulations. The Association may enact such reasonable rules and regulation, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions hereunder.

Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Not to exceed \$100 a lot per year.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall be a lien on such Lot and shall also be the personal obligation of the owner of such Lot, provided, however, that the personal obligation for

delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Purpose of Assessments. The assessments levied by the Association through its Board of Trustees shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Mountain View Subdivision, and in particular, for the services and facilities devoted to this purpose and related to the use and enjoyment of any open space or easements within Mountain View Subdivision owned by the Association, and further, for the purpose of repairing, reconstructing, replacing and maintaining foot paths, utilities, landscaping, recreational facilities, and any such other maintenance or improvement obligations which may be deemed necessary for the virtue of agreement with or requirement of the County or other governmental authorities. A portion of the annual assessments shall further be used to provide a reserve fund for the replacement and maintenance of the common areas and the Board shall be obligated to establish such reserve fund.

Basis and Payment of Annual Assessments.

A. The annual assessments with respect to each Lot shall be estimated by the Board prior to the conveyance of the first Lot and shall be payable in advance in annual installments, or in such other installments as the Board may determine.

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Grantor, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items unadjusted for seasonal variation. The maximum monthly assessment for any year shall be the amount determined by:

- (a) Taking the dollar amount specified above;
- (b) Multiplying that amount by the published CPI number for the second month prior to the beginning of the subject year; and
- (c) Dividing that resultant by the published CPI number for the month in which this Declaration was recorded.

(1) From and after January 1 the year immediately following the conveyance of the first Lot to an owner, other than Grantor, the maximum annual assessment may be increased above the amount computed in accordance with the provisions of (1) above, by a vote of sixty-six and two-thirds percent (66 2/3%) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose;

(2) The Board of Trustees may fix the annual assessment at any amount not in excess of the maximum.

B. Annual assessments shall be payable on or before the 10th day of the first month of each calendar year or within ten (10) days of the first day of the first month of any other assessment period adopted by the Association's Board. Written notice of the

annual assessment shall be sent to every Owner immediately following the assessment date. The Association shall upon demand of any Owner, prospective purchaser, mortgagees and prospective mortgagees furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Special Assessment for Capital Improvements. In addition the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement which is situated upon any open space or easement owned by the Association, including the fixtures and personal property related thereto, provided, that any such assessment shall have the assent of sixty-six and two-thirds percent(66 2/3%) of the votes for class A members.

Date of Commencement of Actual Assessments; Due Dates. The annual assessments provided for herein shall commence on the first day of the calendar month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Effect of Nonpayment of Assessments Remedies of the Association. Any annual or special assessment, which is not paid when due, shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and carry a late fee of thirty percent (30%) of the amount due for each month of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Area amenities or his Lot or abandonment of his Lot.

Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot as a result of court foreclosure of a first mortgage, foreclosure through the Public Trustee, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which become due prior to the time such first mortgagee acquires title, but shall not relieve any former Owner of personal liability therefor. No sale or transfer shall receive such Lot from liability for any assessments becoming due after such first mortgagee acquires title.

Notice to Mortgagee. Upon request of a mortgagee, and upon receipt by the Association of a reasonable fee not to exceed Ten Dollars (\$10) for such service, the Association shall report to the mortgagee of a Lot any unpaid assessments or other defaults under the terms hereof which are not cured by said mortgagee's mortgagor within thirty (30) days; provided, however, that a mortgagee shall have furnished to the Association notice of its encumbrance.

Enforcement and Nonwaiver

Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot which is subject to this Declaration, regardless of when it became so subject, at Owner's own expense, Grantor, and the Board shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

Violation a Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, Grantor, and the Board, whether or not the relief sought is for negative or affirmative action. However, only Grantor, the Board, and the duly authorized agent of either of them may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the owner in violation.

Violation of Law. Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

Enforcement in Small Claims Court. The Association may enforce any fine of delinquent Assessment levied or assessed under this Declaration and any late payment charge attributable thereto, and any interest thereon and the cost of collecting the same under the terms and provisions of any legislation with respect to a "small claims court" as may exist from time to time. The Association may also bring any action at law or equity in any other court available to it under the statutes of the State of Utah for enforcement of any provision of this Declaration.

Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Nonwaiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver or the right thereafter to enforce any such provision or any other provision hereof.

8. AMENDEMENT:

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of owners who own two-thirds (2/3) or more of the lots in the Project. Notwithstanding any other provision contained herein, No amendment to the map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

9. VOTING:

At any meeting of lot owners, each owner, including Declarant, either in person by proxy, shall be entitled to cast one vote for each lot owned by him. Provided, however, where there is more than one record owner of a lot, all of such owners must act unanimously in order to cast a vote for that lot.

10. ACCEPTANCE OF RESTRICTIONS:

By acceptance of contracts or deeds for a lot or lots or any portion thereof, all purchasers of lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound thereby.

11. VIOLATIONS OF RESTRICTIONS; PENALTIES:

Each owner shall strictly comply with the provisions of this Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both maintainable by Declarant or its agent or designee on behalf of the owners, or by an aggrieved owner. In the event any lot owner breaches these covenants and restrictions, he shall be liable to a non-breaching lot owner for all costs and attorney's fees reasonably incurred by the non-breaching owner, with or without litigation. The results 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. Such remedy shall be deemed cumulative and not exclusive.

12. NO WAIVER:

The failure of the owner or the Declarant to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

13. SEVERABILITY:

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceable of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

14. CAPTIONS:

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

15. LAW CONTROLLING:

This Declaration and the map shall be construed under and controlled by the laws of the State of Utah.

16. EFFECTIVE DATE:

This Declaration shall take effect when recorded.

17.

These covenants are to run with the land and shall be binding on all owners lots within the subdivision and on all persons claiming under them for a period of forty (40) years from the date these covenants are recorded; thereafter, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. The provisions of this Declaration concerning enforcement by the Town of Eagle Mountain of architectural guidelines, building and zoning ordinances and codes shall not be amended without the express written consent of the Town of Eagle Mountain, Utah.

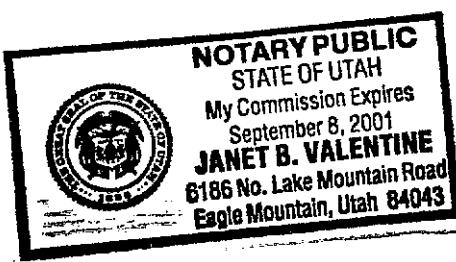
IN WITNESS WHEREOF, the undersigned has executed this instrument this 3rd day of July, 1999.

Home Owner

John O. Sump
Sunrise Building Company LLC.

STATE OF UTAH)
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COUNTY OF UTAH)

On the 30th day of July, 1999, John O. Sump person ally appeared before me, a Notary Public in and for the State of Utah, John O. Sump, who represented to me he is the manager of Sunrise Building Company, LLC, a Utah limited Liability Company, the signer of the above instrument who duly acknowledged to me that he executed the same.



Janet B. Valentine
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 145796 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

PHASE 2 BOUNDARY DESCRIPTION

COMMENCING AT A POINT ON THE EAST BOUNDARY OF THE LANDING AT EAGLE MOUNTAIN PHASE 2, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE 216.77 FEET AND NORTH 519.72 FEET FROM THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID EAST BOUNDARY NORTH 051°4'49" EAST 452.14 FEET; THENCE SOUTH 71°57'33" EAST 6.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE BEARS SOUTH 18°02'27" WEST; THENCE SOUTHEASTERLY 51.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°50'41" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 56°32'13" EAST 50.53 FEET); TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY 75.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°28'13" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 62°49'59" EAST 74.01 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20 FEET; THENCE NORTHEASTERLY 31.47 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°09'40" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 5019'39" EAST 28.32 FEET); THENCE SOUTH 77°44'24" EAST 50.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20 FEET, A RADIAL LINE BEARS SOUTH 84°45'11" EAST; THENCE SOUTHEASTERLY 33.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°44'17" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 42°07'19" EAST 29.43 FEET); THENCE SOUTHS 085°59'40" WEST 50.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE BEARS SOUTH 00°30'32" WEST; THENCE SOUTHWESTERLY 29.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°15'43" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 47°52'41" WEST 27.09 FEET); THENCE SOUTH 051°4'49" WEST 60.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY 33.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°44'17" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 42°07'19" EAST 29.43 FEET); THENCE SOUTH 89°29'28" EAST 889.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY 31.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°29'17" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 45°15'53" EAST 28.40 FEET); THENCE NORTH 00°01'15" EAST 9.83 FEET; THENCE SOUTH 89°29'28" EAST 190.00 FEET; THENCE SOUTH 00°01'15" WEST 295.01 FEET TO THE NORTHERLY BOUNDARY OF MOUNTAIN VIEW SUBDIVISION PHASE 1; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING SIX COURSES: NORTH 89°29'28" WEST 196.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE BEARS NORTH 40°54'02" WEST; THENCE SOUTHWESTERLY 14.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°24'34" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 69°48'15" WEST 14.14 FEET); THENCE NORTH 89°29'28" WEST 914.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY 33.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°44'17" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 42°07'19" WEST 29.43 FEET); THENCE NORTH 051°4'49" EAST 8.51 FEET; THENCE NORTH 84°45'11" WEST 190.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.99 ACRES MORE OR LESS.

7-22-99

DATE

SURVEYOR
(SEE SEAL BELOW)

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO THE TOWN OF EAGLE MOUNTAIN, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS EASEMENTS AND ALL OTHER PLACES OF PUBLIC USE TO THE TOWN OF EAGLE MOUNTAIN, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND THE TOWN OF EAGLE MOUNTAIN FOR THE BENEFIT OF THE TOWN AND THE INHABITANTS THEREOF.

Derk Palgrayman
FRED WOODS

FRED WOODS DEVELOPMENT

Sunrise Building Co. LLC

Derk Palgrayman

STATE OF UTAH
COUNTY OF UTAH

ACKNOWLEDGMENT

OK TWO

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