$113.00

33 extra pages
37 legals

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OLD SORREL RANCH

Declaration of Restrictions

STATE OF UTAH

COUNTY OF IRON

OLD SORREL RANCH
DECLARATION OF COVENANTS
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made this the 3 day of April, 2019, by Art and Vada Armbrust Family Properties, LLC, a foreign Utah Limited Liability Company, or its Assigns/Successors, hereafter referred to as "Developer" and/or "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner and developer of certain real property which will be developed in various phases, located in Iron County, State of Utah, as described in Exhibit A, and created thereon an exclusive residential community named "Old Sorrel Ranch" which has been developed as single family residences located on various size lots; and

WHEREAS, the property will be divided into parcels wherein each of the separate parcels will be subject to covenants, conditions and restrictions herein contained and shall be conveyed subject to the restrictions and covenants between itself and the several purchasers of the subject property, and thereafter to impose the restrictive covenants and conditions between and among the several purchasers; and

WHEREAS, Developer may subject additional property to covenants, conditions and restrictions through the development of future phases of this subdivision; and

WHEREAS, this project is not a cooperative.

NOW THEREFORE, Declarant hereby declares and decrees that these restrictive covenants shall insure that a high quality building standard will be preserved in the best possible manner, that the property will be kept free and clear of any rubbish, trash, noxious or offensive activity, and that the owners' lots in the subdivision will be assured peaceful enjoyment of their respective lot as follows:

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SECTION I

CREATION OF COVENANT

The property herein described shall be hereafter held, sold, conveyed, leased, encumbered, improved and occupied subject to certain easements, restrictions, covenants, and conditions hereafter set forth which shall be covenants running with the land, in perpetuity, and which shall be binding upon all persons who acquire any interest therein, between Declarant and the several owners and purchasers, and between and among several owners and purchasers themselves, and the heirs, successors, and assigns of each. Notwithstanding the foregoing, no provision of these restrictive covenants and conditions shall be construed as to limit Developer's rights to complete development of any portion of this subdivision or any future phase of the subdivision or master plan, or to limit Developer's right to include or add any future additional land to be incorporated into this or any future portion of the subdivision, or to prohibit Developer from completing the improvements thereon as future phases of development occur in either the present or future phase of the subdivision, nor limit Developer's rights to change zoning densities through city approval, to maintain model or show homes, to perform construction within the Subdivision, to hold a sales or leasing office, or similar facilities on any lot owned by Developer, nor limit Developers right to post signs incidental to construction, sales, and leasing as the any portion of the Subdivision is developed.

These restrictive covenants and conditions shall be construed to comply with the Federal and State Fair Housing and American Disability Acts, and any provision in these governing documents which violate these acts shall be deemed invalid.

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SECTION II

PURPOSES AND DEFINITIONS

1. **Purposes.** It is Developer's desire for the use and benefit of itself, its successors and assigns, and for future property owners, to provide for the preservation and protection of values, and to insure the attractiveness of all properties within Old Sorrel Ranch. To this end Developer desires to create an organization of property owners to which eventually the Association will be delegated and assigned the powers of owning, maintaining and administering the common areas in Old Sorrel Ranch, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Old Sorrel Ranch, to insure the residents' enjoyment of the specific rights, privileges and easements in the common area, and to provide for the maintenance and upkeep of the common area.

The Developer reserves for itself and certain other parties the right to enlarge the subdivision by incorporating additional phases which Developer may include into the various Associations governing the properties as well as the provisions of this Declaration in the manner hereinafter provided. The Owners of any lot shall agree not to contest expansion of the subdivision in whatever number of phases Developer determines appropriate, or the inclusion of said phases into the Association.

Developer for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, hereby do declare that the property described herein, and such additions as may be made subject to the provisions hereof, is and shall be held, transferred, sold and conveyed subject to this Declaration. This Declaration shall initially apply to those approximately 35 residential lots in Old Sorrel Ranch Subdivision, Phase 1, as are shown on those certain maps recorded in the Office of the Registrar of Deeds for Iron County, Utah, in

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Entry No.726166, Book, 1439, at Pages 109, subject to Developer's right to append additional property for future phases.

2. **Definitions**.

"**Additional Property**" Additional property shall mean that property which may be added by developer and which if added, shall be made a part of the subdivision expansion as set forth in this Declaration. (See Exhibit "B")

"**Architectural Review**" Architectural review shall mean the right of the committee to perform certain duties created and identified pursuant to Article III hereafter.

"**Architectural Control Committee**" or "**ACC**" shall be that Committee which controls, reviews and approves the construction and design of buildings upon the property.

"**Association**" shall mean the Old Sorrel Ranch Owners Association, a Utah non-profit corporation, organized to be the association referred to herein. Association shall also mean Declarant, in regard to its actions taken prior to the formation of the non-profit corporation, as set forth in Section V, below.

"**Common Area**" shall mean all real property, including the improvements thereto labeled as "Common Area" or "Open Space" on the Maps and all roads, trails, equestrian parks, and streets shown thereon (except for public roads and streets which have been accepted for maintenance by Iron County).

"**Declarant**" shall mean and refer to Armbrust Developers, Inc., its successors or assigns.

"**Developer**" shall mean and refer to Armbrust Developers, Inc., its successors or assigns.

"**Development**" shall mean and refer to Old Sorrel Ranch Subdivision, Phase 1, a residential development proposed to be developed on the Properties by the Declarant in several phases.

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"**Dwelling**" shall mean and refer to a building located on a single lot designed and intended for the use and occupancy as a residence on a lot.

"**Family**" shall mean (1) a group of natural persons related to each other by blood or legally related to each other through marriage or adoption, or (2) a group of not more than three (3) persons not related, inclusive of their domestic servant, who maintain a common household in a residence on a lot.

"**Lot**" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Maps with the exception of the Common Area and any plots of land to be used by Developer in developing common facilities. The term "Improved Lot" shall mean any Lot upon which has been constructed any house or other dwelling. The term "Unimproved Lot" shall refer to any Lot which is not an Improved Lot.

"**Maps**" shall mean and refer to the current or future maps of the Properties as recorded (either now or hereinafter) in the Iron County, Utah , Public Records.

"**Member**" shall mean and refer to all Lot Owners and to every other person or entity who holds membership in the Association.

"**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Developer if it owns any Lot and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, except for those specific rights provided to a secured holder identified herein.

"**Short-term Rentals**" shall mean renting or leasing a residential unit or any part of a residential unit, for less than 30 days or nights which is furnished for temporary lodging to a traveling party vacations or business trips through various services, including but not limited to short term vacation rentals through service providers such as AirBnB and VRBO.

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"**Properties**" shall mean and refer to the properties which are not or may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association.

SECTION III

USE AND OCCUPANCY

1. **Single Family Dwelling**. The Lots into which the Property shall be divided shall be used only for single family residential dwellings. Unless zoned for multi-unit housing, there shall be no multiple unit dwellings of any kind, including but not limited to basement apartments, duplexes, apartment buildings or short-term rentals. No time-sharing or short-term rentals of any kind is allowed.

2. **Single Families**. Each dwelling shall be occupied only by a single family. No one shall be entitled to reside in a residence constructed on a Lot unless they are members of the immediate family therein residing, or are authorized foster children or wards. No boarding houses, student housing, or other group housing for unrelated people of any kind is allowed, regardless of the method or structure of the occupancy arrangement.

3. **Unsafe Conditions**. No Activity shall be conducted upon the Property, nor any improvements constructed thereon, which are or may become unsafe or hazardous to any person or party. Without limiting the generality of the foregoing, no firearm shall be discharged within the Subdivision.

4. **Restricted Activities**. No noxious, illegal, or offensive use of property shall be carried on any Lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, including day schools, nurseries, or other youth schools, nor shall promises be used for any other purpose whatsoever except for the

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purpose of providing a private, single-family dwelling or residence. Church buildings may be permitted if approved by the ACC.

5. **Motor Vehicles**. No automobiles, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on streets within the Subdivision, overnight or otherwise. No automobiles, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on the Lots unless they are in running condition, properly licensed, and are being regularly used. In the event an inoperable motor vehicle remains upon any lot or road area for a period exceeding thirty (30) days, the Association may, pursuant to the recommendation of the Architectural Control Committee, assess a fine against the Lot Owner or remove inoperable motor vehicles after ten (10) days' written notice. The cost of such removal shall be paid by the lot owner, and if not paid shall attach as a valid lien in favor of the Association upon the recording of property notice.

6. **Signage**. Except for the right of an Owner to display political signs, religious and holiday signs, symbols, and decorations inside a dwelling on a lot, no signs of any kind shall be displayed to public view on any Lot from outside the dwelling or lot, except that each Owner may display one sign of not more than two (2) square feet advertising the property for sale. Anything contained herein notwithstanding, Declarant may, during the course of development of the Property and sale of Lots, place attractive signs of not more than 8' x 8' or 64 square feet in size on each Lot advertising the Lot during the construction and sales period , and one sign at the entrance of the Subdivision advertising the Lots and Subdivision, which will not exceed 8' x 8'. Any other sign for any other purpose must be approved by the Architectural Control Committee prior to its erection.

7. **Animals**. No animals, livestock or poultry of any kind, shall be raised, bred or kept on the Property, or any Lot, excepting domestic cats and dogs. The Owner shall not own nor house

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more than two dogs or two cats per Property, including adjacent Property under the same ownership, possession or control, subject to limitations imposed by the Federal and State Fair Housing and American Disability Act. No household pets may be kept for commercial purposes and all household pets are restricted to the Owner's premises or under the Owner's control by leash or otherwise. The Lot Owners are responsible for any damage caused by their dogs or cats to the animals on neighboring farms. Also, according to Iron County ordinances (Iron County Ordinance No. 131), if animals are found on adjacent farm property in the County without the owner present, and the SUU Farm personnel feel their livestock may be threatened, they have the right to destroy said animal and hold the owner responsible for damages and loss to said farm.

8. **Dumping**. No Lot shall be used or maintained as a dumping ground for rubbish, excess building materials and concrete, yard waste, rocks, boulders, dead trees and limbs, etc. Any breach of this agreement will result in the Lot Owner being charged with the cost of cleanup of such materials.

9. **Waste and Refuge**. All Lots shall be used and kept free from trash, rubbish, garbage or other waste, and the Property shall at all times be kept by the various Owners in a sightly and attractive manner. All waste shall be kept at all times in appropriate sanitary containers. Garbage containers shall at all times be stored out of prominent view and shall be kept in a clean and sanitary condition. No unsightly material or other objects are to be stored on any Lot in view of the general public. Any building materials or construction materials shall be neatly stacked and kept upon the Lot and shall not remain thereon for more than thirty (30) days following the completion of construction.

10. **Open Fires**. No open or outdoor fires shall be lighted except in a contained barbeque unit while attended and used for cooking purposes, or self-contained outdoor fireplaces.

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Accumulations of dry underbrush, dead trees or any other combustible materials shall be removed to reduce fire combustible materials.

11. **Zoning and Land Uses**. All land use and all buildings constructed shall fully comply with all zoning and land-use ordinances and regulations applicable to the property, which include the land-use and zoning ordinances of the State of Utah, of Iron County, and of Cedar City. All grading shall be done so as to preserve or restore the drainage of the land and so as to comply with all flood control requirements of any applicable agency.

12. **Subdividing**. No Lot within the Property shall be divided or conveyed in part.

13. **Easements**. Easements for installation and maintenance of utilities and drainage are reserved, as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may impede ingress and egress. The easement area of each Lot shall be maintained continuously by the Owner except for those improvements for which a public or utility company is responsible.

14. **Agricultural Protection**. The purchaser of each Lot acknowledges that the Subdivision is adjacent or near to an Agricultural Protection Area which protects normal farming and ranching activities. Furthermore the lot owners understand that the adjacent Southern Utah University farm is in an Agricultural Protection Area (Utah Code Title 17, Chapter 41). This means that they are protected by Utah law to carry out normal farming and ranching activities as they see fit.

15. **Commercial Enterprises**. No commercial enterprise of any description shall be conducted on any lot, which creates monetary costs for the association or other lot owners, creates a danger to the health or safety of occupants of other lots, generates excessive noise or

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traffic, creates unsightly conditions visible form outside the dwelling, creates an unreasonable source of annoyance to a person outside the lot; or creates the potential for smoke to enter another lot owner's dwelling, the common areas or limited common areas. This shall be construed to mean the raising and kenneling of dogs, cats and other pets for gain, the selling of goods from the residence, operating a business of any nature, except for an in-home business that uses the telephone or internet and no shipment by vehicular transportation or shipped directly from the Owner's home by postal service, the storage of equipment, storage of inventory, or any other venture conducted in support of or in association with a venture conducted either for profit or charity. However, the developer or his assigns shall be permitted to maintain sales offices in the Subdivision until such time as all lots are sold.

16. **Landscaping and Gardens**. Xeroscaping is encouraged but not required. Small hobby type gardens are permitted.

17. **All Terrain Vehicles**. All terrain vehicles, motorcycles, and other motorized vehicles are prohibited from operating on or about the common areas except as approved by the HOA.

18. **Flag**. The Owner of a Lot may display a United States flag and the Utah flag on a lot, if the display complies with United State Code, Title 4 Chapter 1, The Flag.

19. **Rules and Regulations.** The Developer and its successors and assigns may promulgate additional rules and regulations concerning the use and occupancy of the Lots and use of the Common Areas. All such rules and regulations shall be mailed to all Owners via first class mail, postage prepaid.

20. **Compliance**. In the event that any Owner fails to comply with any of the restrictions set forth in this Article II or the rules and regulations subsequently promulgated by the Developer or ACC, or its successors or assigns, the Developer and its successors and assigns, or the

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authorized agents of Developer or its successors or assigns shall have the right, but not by obligation, to enter any Lot or Unit and undertake any necessary action in order to cure such Owner's default, or to initiate legal action to enforce the same. All expense and cost incurred by the Developer or its successors and assigns, or their authorized agents in curing such default shall be charged to the defaulting Owner, including all attorney fees and legal costs. The Developer or its successors and assigns and their authorized agents shall not be liable for any damage which may result from such entry unless such damage results from the willful misconduct of Developer, its successors or assigns or their authorized agents.

SECTION IV

BUILDING RESTRICTIONS

1. **Architectural Control**. No dwelling, building, fence, or wall shall be erected, altered, placed, or permitted to remain on any lot without prior written approval of plans and specifications therefor by the ACC, which is described fully in Section V, below. Said plans and specification shall show the location of the structure on the lot, materials to be used, external design, and location with respect to the topography and finish grade elevation. All dwellings, structures and garages shall have their exterior colors approved by the ACC. No fence, wall, swimming pool, outbuilding or other construction shall be erected, placed, or altered on any lot without approval of the ACC. Any modification, alteration, (including repainting), or any existing structure shall also require approval of the ACC. The ACC shall not charge a plan review fee or a Lot plan fee for the construction or improvement of a lot which is required for approval prior to construction on any lot which exceeds the actual cost of reviewing and approving the Lot plans, including any engineering costs or fees assessed by a professional engineer.

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2. **Dwelling Size**. No more than one detached single family dwelling, not to exceed two stories above the ground and not more then a total of 22 feet above ground level as measured from the highest elevation of the finished floor which is attached to either the stem wall, basement wall, slab on grade, or directly to the footing, whichever condition exists, and measured to the elevantion fo the highest top plate of the exterior wall, excluding roof, will be allowed on any lot. No single family unit shall be less than 1,600 square feet in size on the main level, exclusive of garages and other outbuildings except that two-story or split level styled homes above-ground may have a minimum of 1,400 square feet on the main level, provided that there is at least 1,800 square feet of total living space above ground. No dwelling shall be constructed or erected on any Lot which has a finished total living space of less than 1,600 square feet. Basement living space will not be considered part of the total living space. Roof gables will have a minimum of 5' x 12' pitch. No flat roofs will be accepted. All dwellings shall have a private attached garage sufficient to park at least two (2) cars, but not more than four (4) cars. All garages shall be fitted with a door, which shall be closed except for normal use. Car ports are not permitted. All construction and dwellings shall be in compliance with Cedar City Ordinances.

3. **Materials**. Vinyl siding is not permitted as the main house cladding, although it may be used as decorative accents, such as gable ends, subject to ACC review and approval prior to installation. All construction within the Subdivision shall be with new materials only, except that used brick and rock may be used when properly approved by the ACC.

4. **Building Location**. No building shall be located on any lot nearer to the front line than 25 feet therefrom and not nearer than 8 feet to any side lot line. For the purpose of this covenant, exterior walls shall be considered as part of a building for the purpose of determining such distances, also subject to Cedar City Ordinances. Open porches and stairs shall be excluded

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from these distance calculations so long as all other setbacks and location requirements shall at all times be in accordance with the ordinances of Cedar City Corporation.

5. **Temporary Structures**. No temporary buildings, structures, or improvements of any kind shall ever be erected or maintained on any of the Lots within the Property. Provided, however, that in a reasonable manner during construction, a general or subcontractor shall be entitled to keep a temporary construction trailer or portable building on the Property, however, said construction trailer or portable building cannot be used as a residence by any person during or after construction.

6. **Home Completion**. All buildings and structures approved for construction by the Architectural Control Committee shall be completed no later than one (1) year subsequent to the commencement of said construction. In the event a building or structure fails to be completed consistent with this section, the Association may, at the recommendation of the Architectural Control Committee, after sixty (60) days written notice to the owners, enter onto the property where buildings and structures are in violation and proceed to complete all reasonable and necessary improvements, the cost of which shall attach as a valid lien against said property in favor of the Association, and shall be paid upon demand by the Owner.

7. **Landscaping**. All front Lots, from the front property line back to the front of the home, must be totally landscaped within 12 months after the completion of the home or the occupancy of any dwelling on said Lot. Although landscaping that requires minimal usage of water is acceptable and encouraged, all Lots must be landscaped and free of weeds. A general landscaping sketch plan shall be provided to the ACC for approval prior to commencing landscaping.

8. **Walls, Fences, and Hedges**. No fence, wall or hedge shall be constructed except after approval and review by the ACC, and all fences shall be designed and constructed so as to be

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compatible with the neighborhood and not offensive or create a nuisance on other persons residing in the subdivision. All fences and walls shall be constructed of new material which enhances the appearance of the landscape, and shall not be of metal chain link, wood, vinyl or other materials not approved by the ACC. Chain-link fences for animal containment purposes, with proper screening from neighbors and public view, may be acceptable on approval of the ACC. All walls and fences shall be kept in good repair, and no fence, wall, or hedge shall exceed an overall height, as measured from the top of the footing to the top of the fence, wall, or hedge, in excess of eight (8) feet, not including retaining walls. No walls, fences, or hedges may exceed an overall height of four (4) feet in front yard setback areas. All fences or walls on lots with drainage or water flow must not hinder or alter that natural flow or drainage. Fences along the rear boundaries shall be of masonry type construction, or a combination of masonry and other materials approved by the ACC. All block walls shall be geneva brown color as approved by the ACC.

9. **Sight Distance at Intersections and Corners**. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation of four (4) feet above the roadways shall be placed or permitted to remain on any lot at street corners or curves within the triangular area formed by the front and side lines of such lot. Sight line limitations shall apply on any lot within forty (40) feet from the intersections of a street property line with the edge of a driveway or alley.

10. **Soil Condition**. Soil conditions may exist that require special compaction techniques. Copy of existing soil report is available from the Declarant upon request.

11. **Pre-fabricated Buildings**. No pre-fabricated, pre-built, manufactured or modular dwellings may be moved onto or constructed on the Property. All dwellings shall be of stick-built, on-site construction of good quality workmanship and materials. For purpose of this section, mobile or manufactured home is defined as residential dwelling unit designed for

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transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks, or other temporary or permanent foundations, connections to utilities, and the like.

12. **Concealment of Utilities**. Heat pumps, propane tanks, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view the side and front views and shall be shielded in such a manner as to minimize visual impact, noise and safety concerns. Solar energy system is any system that is used to produce electric energy from sunlight; and the related components of that system. Roof mounted solar energy systems may not be installed in such a way that they are visible from the street that the lot fronts, unless it can be shown that this limit of the proposed system would decrease the system's production by greater than 5%, or the system's installation cost would increase by greater than 5%. All solar energy systems must be installed in a manner that complies with applicable health, safety, and building requirements established by the state or a political subdivision of the state of Utah. All roof mounted solar systems must be constructed of non-reflected materials, including racking materials and panel frames and be painted/colored to match roofing materials. All solar panels must be mounted completely parallel to roof surface on pitched roofs and shall not be mounted more than 6 inches from the roof. No additional pitch or angling of solar panels will be permitted on any roof line. All racking or mounting materials must be located beneath the solar array (grouping of panels). No racking may extend beyond the area of array. All conduit, wiring, and roof penetrations must be located beneath the solar array so as not to be exposed or visible from the street or any public area. Roof-mounted panels must be contiguous on each roof section. Any vent stacks that would otherwise separate panels must

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be repositioned or re-routed so that all panels may be positioned contiguously in an orderly and neat manner without gap variances or offsets.

All solar system components must be kept in good repair, maintained and operable so that they do not become unsightly over time. If the solar energy system is used to heat water, it must be certified by the Solar Rating and Certification Corporation, or nationally recognized solar certification entity. If the solar energy system is mounted on a roof, it must not extend above the roof line, or if it does, it must have a panel frame, support bracket, or visible piping or wiring that has a color that is similar to the roof material. If the solar energy system is mounted on the ground, it may not be visible form the street that the lot fronts. Prior to installing a solar energy system, the lot owner must agree in writing to pay any reasonable cost or expense incurred by the Association to review an application to install a solar energy system. As a condition of installing a solar energy system, the owner of the lot must record a deed restriction against the owner's lot that runs with the land that requires the current owner of the lot to indemnify or reimburse the association or any member odf the association for any loss of damage caused by the installation, maintenance, or use of the solar energy system, including costs and reasonable attorney fees incurred by the association or a member od the association.

14. **Mailboxes**. All mailboxes and mailbox holders shall adhere to the applicable specifications of the U.S. Postal Service and located as directed by the U.S. Postal Service. Each Lot Owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times except for cluster mailboxes which shall be maintained by the Association.

14. **Storm Water Drainage**. All Lot Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system.

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15. **Utilities Installation**. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be in underground or in a conduit attached to a building. All television or radio antenna shall be installed inside an existing structure.

16. **Roof Pitches**. Roof pitches shall be a minimum of 5-12, unless otherwise approved by the Architectural Control Committee. All roofing material shall be approved by the Architectural Control Committee.

17. **Driveways**. All driveways and parking bays shall be constructed with reinforced concrete, concrete aggregate, or asphalt, unless written approval for the use of some other material is given by the Architectural Control Committee.

18. **Outbuildings**. An outbuilding or greenhouse shall be permitted on any lot. All outbuilding must be approved by the Architectural Control Committee, and must not detract from the architectural theme of the house. No outbuilding shall be large enough to overshadow the main dwelling in size and must conform to the general architectural theme of the primary residence. Other outbuildings and storage sheds shall be permitted with express written permission and approval of the Architectural Control Committee.

19. **Exterior Lights**. Security lights shall be allowed. All exterior landscape and decorative lighting shall be approved by the ACC and shall be shielded downward to provide for down lighting. Nothing shall be done in any part of the Property, nor shall any outside lighting or loud speakers or other sound-producing devises used, which, in the judgment o the ACC, may be or become an unreasonable annoyance or nuisance to the other Owners.

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SECTION V

OWNERS ASSOCIATION

1. **Establishment**. The Owner of each lot in the subdivision shall become a member of the Old Sorrel Ranch Owners Association, (a non-profit corporation existing under the laws of the State of Utah) which membership shall include the Owners of lots in Old Sorrel Ranch Subdivision, Phase 1, or other Old Sorrel Ranch Units developed hereafter as such time as Declarant so determines timely and incorporates the same at the time of development. It is the intent of the Developer to create additional subdivision units or Properties that will become part of the Owners Association as herein defined. The Articles of Incorporation of such corporation shall specify, among the purposes and duties of such corporation, the enforcement of all the restrictions, covenants, and conditions, contained in this instrument, and the maintenance, preservation, and improvements of such Properties, and the keeping and maintaining of Old Sorrel Ranch Subdivision and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from streets and vacant property, so far as it may lawfully act to do so, and the transaction of such other businesses as may be permitted by law. The Owner of a Lot in any phase of an Old Sorrel Ranch Subdivision agrees to pay to such corporation, when formed, dues or assessments for such purposes, the amounts of which may be fixed by its By-Laws or by lawful act of its board of directors.

A. The non-profit corporation shall be known as The Old Sorrel Ranch Owners Association. The Owners Association shall have all rights and authorities granted to it as a non-profit corporation in the State of Utah, and in addition, shall have the authority to establish an Architectural Control Committee, as set forth below.

B. It is understood and agreed that the Articles of Incorporation and By-Laws of such corporation shall provide that each purchaser or owner of a lot in any unit of Old

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Sorrel Ranch shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, subject to the provision that if any member of such corporation shall be the purchaser or owner of more than one lot in the Subdivision, he shall be entitled to as many votes as the number of lots purchased or owned by him. Developer shall be entitled to three votes per lot for each lot owned by Developer. The Developer, shall not be obligated to bear the burdens imposed hereunder with respect to the unsold lots in said Subdivision.

C. Developer agrees that on the organization of such corporation, it will convey to such corporation its reversionary interest and title and all rights in or to the property conveyed by this instrument, arising or that may arise out of the restrictions and conditions expressed in this instrument, if any there be.

D. By acceptance of the deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to be bound by the Articles of Incorporation, By-Laws of the Association, and adopted Rules and Procedures established by the Association, and to pay the Association annual assessments and special assessments for maintenance or necessary capital improvements. Such assessments shall be fixed, established, and collected form time to time as provided in the Articles of Incorporation or By-Laws of the non-profit corporation.

2. **Operation of Owners Association**. The business affairs of the Owners Association, including meeting schedules, duties of officers and all conduct of the Association shall be governed by the By-Laws of the Association.

3. **Architectural Control Committee**. The Developer shall establish an Architectural Control Committee for each Phase of the development for the purpose of approving the building and site plans for all construction within the Subdivision. No dwelling or any other structure

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shall be constructed without the approval of the Architectural Control Committee. Upon Developer's sale of 75% of all Lots in a Phase, Developer may delegate and transfer the Architectural Control Committee to the Owner's Association for that Phase of development. The Architectural Control Committee shall consist of the governing board of the Association, which shall consist of three members. One Member of the Architectural Control Committee shall be the Developer until Developer withdraws in writing, with the remaining two members to be selected by the Developer until the Developer's sale of 75% of all Lots in a Phase at which time the remaining two members shall be elected annually by the board of directors of the Association. The Architectural Control Committee shall act as follows:

A. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home, shall submit the plans to the Architectural Control Committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools, fences, garages, stand alone or attached metallic constructed vehicle coverings, outdoor painting that would change approved color, and any other similar alterations which are effected outside the dwelling. Construction of new structures includes equipment and material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction must be approved by the Architectural Control Committee.

B. No construction, change, modification, or alteration for which plans are to be submitted to the Architectural Control Committee pursuant to paragraph A, immediately above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of the external design and location in relation to surrounding structures and topography, size, estimates of cost,

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and other such factors as the Architectural Control Committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the Architectural Control Committee fails to approve or disapprove such design and location plan within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

C. In spite of the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Architectural Control Committee shall have any liability, responsibility, or obligation, whatsoever for any decision or lack thereof, in carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such Owner's Property or buildings to be constructed on his or her property.

D. The Architectural Control Committee or any member, if it observes deviations from or lack of compliance with the provisions and this declaration, shall report such deviations or lack of compliance to the Board of Directors Association for appropriate action.

E. The approval of building plans and specifications shall not be unreasonably withheld by the Association. The Committee shall, however, have the sole and absolute discretion to evaluate plans and specifications for the purpose of assuring that the

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proposed buildings and fences are consistent with the use contemplated by these Restrictive Covenants, that the plans and specifications are in all particulars consistent with applicable laws and ordinances and that the proposed construction is aesthetically consistent with the objectives herein set forth. Any Owner or building may not, however, rely on the opinion of the Architectural Control Committee as to whether the plans meet the applicable laws and municipal ordinances in place at the time of construction. It shall be the sole and exclusive responsibility of the owners of the lots within the Subdivision to be sure that all laws and ordinances are complied with in connection with their construction.

4. **Membership**. Each person who purchases a lot within any unit of Old Sorrel Ranch Subdivision, Phase 1 as well as any future phases incorporated herewith, shall be entitled and required, and shall automatically become, a member of the Association.

5. **Association's Enforcement Authority**. In addition to the enforcement rights set forth in Section VI, below, the Association shall have the right independently to enforce these restrictive covenants against any Owner who is in violation thereof. If any enforcement action is necessary, the Association shall be entitled to injunctive relief, damages and such other remedies as the law allows, and shall be entitled to recover from the Owner or other person in violation all of its costs, expenses and a reasonable attorney's fee.

6. **Community Open-Space and Amenities**.

A. It is anticipated by Old Sorrel Ranch that it will create additional subdivisions adjacent to or in the immediate area of Old Sorrel Ranch Subdivision, Phase 1, which additional subdivisions may contain open-space tracts as the developer shall create. Such open-space tracts as well as all open-space easements created or arising out of the Subdivision development shall be for the benefit of all properties in the Subdivision, now

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or as hereafter created by Old Sorrel Ranch, and shall thereafter be developed, paid for, maintained, and replaced by the Association, as provided in this Declaration.

B. On the filing of the final subdivision map for the future subdivisions, the mentioned open-space located in the Subdivision shall be conveyed to and accepted by the Association.

C. Maintenance of the open-space tracts, open-space easements, and/or any amenities located thereon shall be at the cost and expense of the Owners within Old Sorrel Ranch Subdivision, Phase 1, or future subdivision created by Developer. All such costs, including, but not limited to maintenance expenses, replacement expenses, insurance, and real property taxes, shall be borne by the Association created hereunder.

D. After reasonable notice to the occupant of the Lot being entered, the board may access a lot from time to time during reasonable hours, as necessary for the maintenance, repair, or replacement of any of the common areas or for making an emergency repair.

7. **Old Sorrel Ranch Development, Inc.'s Temporary Authority**. Until such time as seventy-five (75) percent of the Old Sorrel Ranch Subdivision, Phase 1 is sold, Developer shall be entitled to perform all functions of the Owners' Association set forth herein, even after the Association is incorporated, and Developer may appoint the Association's officers, employees or agents as members of the board. Developer shall have the right to retain or assign its duties as the Architectural Control Committee during any period of time it is vested with that authority. Upon formation of the Owners Association by incorporation and only after Developer transfers each Phase of the development by written instrument to the Association, Developer shall have no further involvement nor responsibility in connection with the Association or its responsibilities

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and duties as herein set forth for the surrendered Phase, except as a property Owner with all rights arising from the same, including the right to vote as herein defined.

SECTION VI

COVENANTS FOR MAINTENANCE AND SECURITY ASSESSMENTS

1. **Responsibility for Maintenance**. Prior to the conveyance of any Common Areas to the Association as hereinafter may be provided for any particular phase, or for work performed for the general benefit of the Owners, the Developer shall be responsible for providing the services set forth in section 2 below and for collecting the assessments set forth in this Article. Upon the conveyance of any Common Areas to the Association, the Association shall thereafter provide the services set forth below and collect the assessments set forth in this Article.

2. **Purpose of Annual Assessments**. The annual assessments levied by the Association shall be used as follows:

(a) to maintain and repair all paths, parks and appurtenances constructed within the Common Areas to the standard as such roads were in at the time of their completion, to maintain all landscaping adjacent to such roads in a manner consistent with the overall appearance of the Development, and to maintain and repair all street lights installed along such roads;

(b) to pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;

(c) to pay the premiums on all hazard insurance carried by the owner of the Common Areas and all public liability insurance carried by the Association pursuant to its Bylaws;

(d) to pay all legal, accounting and other professional fees incurred by the Developer or the Association in carrying out the duties as set forth herein or in the Bylaws; and

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(e) to pay all costs in connection with the maintenance of the Association and common areas, to maintain a working capital and contingency fund, and to provide for the administration and enforcement of these declarations and restrictions;

(f) to employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; and

(g) to pay for watering of common areas, maintain any common lot or amenities as required.

3. **Creation of the Lien and Personal Obligation for Assessments**. The Developer, for each Lot hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the annual assessments in such amounts necessary so as to pay for the services set forth in Section 2 of this Article, to pay all assessments by Cedar City or any other governmental entity, and charges and special assessments for capital improvements, established and collected as hereinafter provided. Any such assessment or charge, together with interest at 12%, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment was due.

4. **Special Assessments for Capital Improvements and Emergencies**. In addition to the annual assessments authorized above, the Developer or after conveyance of the Common Areas, the Association may levy, in any year, a special assessment applicable to that year for the

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purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and the common roadways serving the Development or for the purpose of meeting any unanticipated expenses related to the Common Areas. Such special assessments may be levied only after obtaining the written consent of the Owners of at least sixty percent (60%) of the aggregate number of lots then subject to the Declaration.

5. **Assessment Rate by Association**.

(a) Both annual and special assessments must be fixed at a uniform rate for all Lots.

(b) The amount of the aggregate annual assessments for each year shall be the amount necessary to fund the expenses described in Section 2 of this Article.

(c) Any annual increase of dues in excess of fifty (50%) percent in subsection (b) of this Section may be levied only after obtaining the written consent of the Owners of at least sixty-six percent (66%) of the aggregate number of Lots then subject to the Declaration, including Lots owned by Developer. An annual increase of dues in excess of ten (10%) percent in subsection (b) of this Section may not be levied only after obtaining the written consent of the Owners of at least fifty percent (50%) of the aggregate number of Lots then subject to the Declaration.

6. **Date of Commencement of Annual Assessments; Due Dates**. A one-time initial assessment for each Lot sold by Developer shall be paid by the purchaser in the amount of $250.00 at the time of Closing. These funds shall be held in a separate account for use by the Association for the purposes set forth in Article VI(2). The annual assessments provided for herein shall be assessed for each Lot upon the installation of all utilities necessary to serve such Lot and upon the completion of the street on which such Lot fronts, or the issuance of a building permit, whichever occurs first. The Developer shall not be subject to annual assessments for any Lot, located in each Phase, until seventy (75%) percent of the Lots in said Phase have been sold,

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at which time Developer shall become subject to annual assessments for each Lot still owned by Developer for that specific phase of development. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Developer or, after the surrender of the Common Areas to the Association, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Commencing upon the sale of the Lot until modified by the Association as set forth hereafter, the assessment shall be Twenty-five ($25.00) Dollars per month for a total of Three Hundred ($300.00) Dollars for an annual assessment for each Lot. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established in such written notice. All funds shall be held in the name of the association and shall not be commingled with the funds of any other person.

7. **Effect of Nonpayment of Assessments; Remedies of the Association**. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. In addition to such interest charge, the Board of Directors of the Association, to defray the costs arising because of late payment, shall have the right to assess a late payment in the amount it deems appropriate. The Developer or after the conveyance of the Common Areas, the Association, may bring an action at law against the delinquent Lot Owner or foreclose the lien against the Lot. To that end, the Declarant hereby conveys and warrants pursuant to U.C.A. Sections §57-1-20 and §57-8a-302 to (name of trustee), with power of sale, the lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of the declaration, said law to be enforceable as currently applicable or hereafter modified or amended by Utah legislation. All interest, late payment charges, costs and reasonable attorney's fees of such action or foreclosures shall be added to the amount of such

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assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Area or abandoning his Lot.

8. **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 on a Lot or any mortgage or deed of trust to the Declarant. Sale of transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

9. **Fee for Providing Payoff Information Needed at Closing.** A fee for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale or Owner's Lot shall not exceed $50.00.

SECTION VII

ENFORCEMENT

1. The restrictions set forth in this document shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in the Old Sorrel Ranch Subdivision, Phase 1 and such persons are specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them from any violation thereof.

2. In the event any enforcement action is necessary, the person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants, and to recover any and

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all damages of any kind suffered by them because of the violation. In addition, the prevailing party in any action to enforce these restrictive covenants shall be entitled to recover from the other all costs, reasonable attorney's fees and expenses incurred in the enforcement action.

3. The Old Sorrel Ranch Owners Association is hereby given a right of enforcement for any violations of these restrictive covenants, and shall have the same rights as the owners which are set forth herein. The Articles of Incorporation or By-Laws of the non-profit corporation shall specify that among its purposes and duties is the enforcement of all of the restrictions, covenants and conditions contained in this document and the maintenance, preservation and improvement of the Property. Enforcement may include the assessment of a fine against a lot owner for a violation of the association's governing documents in accordance with the provisions of U.C.A. §57-8a-208.

SECTION VIII

MISCELLANEOUS COVENANTS

1. **Amendment**. The restrictions, covenants and conditions set forth herein may be amended by a majority vote of sixty-seven (67%) percent of the Lot Owners. The amendment shall not be enforceable nor effective until an instrument is recorded in the Iron County Recorder's Office indicating that a vote has been duly and properly taken on the proposed amendment, that it has been approved by the requisite percentage of owners within the subdivision, and is signed and acknowledged by each Owner in favor of the modification.

2. **Powers Prior to Formation of Owners Association**. Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Association in the same way and in the same manner as though all such powers and duties were

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herein given to Developer. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this Declaration prior to the actual organization or incorporation of the Association.

3. **Liberal Construction**. The provisions of these restrictive Covenants shall be liberally construed to achieve the goal and intent of the provisions hereof.

4. **Mailing Addresses**. Each Owner shall register with the Association his current mailing address. All notices or demands intended to be served upon any Owner may be sent by first-class U.S. Mail, postage prepaid, addressed to the Owner at his registered mailing address and shall be effective when so mailed.

5. **Right of Inspection**. At any reasonable time, upon appointment and at his own expense, any Owner may audit or inspect the books and records maintained by the Association.

6. **Legal Proceedings**. Any Lot Owner, or the Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this Declaration.

7. **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. **Failure to Enforce Not a Waiver**. Failure by declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9. **Subordination**. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the Subdivision of any lot therein; provided, however, that such

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conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

DATED this 3 day of April, 2019.

OLD SORREL RANCH DEVELOPMENT, INC.

By: _____
STEVEN ARMBRUST, Secretary/Treasurer

STATE OF Illinois)
: ss.
County of DuPage)

On the 3rd day of April, 2019, personally appeared before me STEVEN ARMBRUST, who being first duly sworn did say that he, STEVEN ARMBRUST, is the Secretary/Treasurer of Old Sorrel Ranch DEVELOPMENT, INC., a Utah corporation and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and that the said STEVEN ARMBRUST acknowledged to me that said corporation executed the same.

_____
Notary Public

"OFFICIAL SEAL"
Adeline L. Valdez
Notary Public, State of Illinois
My Commission Expires 7/06/2021

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EXHIBIT A - OLD SORREL RANCH, PHASE 1

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE OF SAID SECTION S89°59'01"E 46.78'; THENCE N00°17'05"E 131.82'; THENCE N43°20'15"E 666.00'; THENCE N46°47'20"W 201.00' TO THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF WEST VIEW DRIVE; THENCE ALONG SAID R.O.W.; THENCE ALONG SAID R.O.W. N42°43'50"E 306.80' TO THE SOUTHWESTERLY BOUNDARY OF HIDDEN HILLS COVE, PHASE 1 SUBDIVISION; THENCE ALONG SAID BOUNDARY S36°28'32"E 541.75'; THENCE S53°31'28"W 174.00'; THENCE S36°28'32"E 7.27'; THENCE S43°20'15"W 523.40'; THENCE S11°47'18"W 60.48' TO A POINT ON A NON-TANGENT CURVE TO THE LEFT (RADUIS POINT BEARS S11°47'18"W); THENCE ALONG THE ARC OF SAID CURVE 44.86' WITH A RADIUS OF 1119.50' AND CENTRAL ANGLE OF 2°17'46"; THENCE S09°25'23"W 165.40' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS S09°25'30"W); THENCE ALONG THE ARC OF SAID CURVE 297.97' WITH A RADIUS OF 954.00' AND CENTRAL ANGLE OF 17°53'54"; THENCE S62°40'45"E 100.34'; THENCE S27°19'15"W 126.50'; THENCE S62°40'45"E 8.65'; THENCE S27°19'15"W 177.00'; THENCE N62°40'45"W 108.99' TO THE POINT-OF-CURVATURE (P.C.) OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 234.11' WITH A RADIUS OF 650.50' AND CENTRAL ANGLE OF 20°37'12"; THENCE N00°29'01"W 50.77'; THENCE S89°30'59"W 225.11' TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 17; THENCE ALONG SAID SECTION LINE N00°34'29"W 406.72' TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 13.16 ACRES.

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EXHIBIT B - REMAINDER PARCEL

BEGINNING AT A POINT WHICH IS S89°43'08"E 249.96 FEET FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE N00°34'10"W 641.38 FEET; THENCE N89°13'23"W 200.00 FEET; THENCE N00°34'10"W 1148.10 FEET; THENCE S68°02'44"W 53.86 FEET TO THE WESTERLY SECTION LINE OF SAID SECTION; THENCE ALONG SAID SECTION LINE TO THE WEST QUARTER CORNER N00°34'29"W 909.39 FEET; THENCE LEAVING SAID SECTION LINE S89°53'06"E 46.78; THENCE N00°17'05"E 131.90 FEET; THENCE N43°20'15"E 666.00 FEET; THENCE N46°47'20"W 206.23 FEET TO THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF WEST VIEW DRIVE; THENCE ALONG SAID R.O.W. N43°14'01"E 313.32 FEET TO THE SOUTHWESTERLY BOUNDARY OF HIDDEN HILLS COVE, PHASE 1 SUBDIVISION; THENCE ALONG SAID BOUNDARY S36°34'10"E 1227.75 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION; THENCE ALONG SAID SECTION LINE S89°59'01"E 1001.81 FEET; THENCE S00°00'00"E 2690.59 FEET TO A POINT ON THE SOUTHERLY SECTION LINE OF SAID SECTION; THENCE ALONG SAID SECTION LINE N89°43'08"W 2025.30 FEET TO THE POINT-OF-BEGINNING (P.O.B.)

LESS AND EXCEPTING THERE FROM OLD SORREL RANCH, PHASE 1, MORE ACCURATLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE OF SAID SECTION S89°59'01"E 46.78'; THENCE N00°17'05"E 131.82'; THENCE N43°20'15"E 666.00'; THENCE N46°47'20"W 201.00' TO THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF WEST VIEW DRIVE; THENCE ALONG SAID R.O.W.; THENCE ALONG SAID R.O.W. N42°43'50"E 306.80' TO THE SOUTHWESTERLY BOUNDARY OF HIDDEN HILLS COVE, PHASE 1 SUBDIVISION; THENCE ALONG SAID BOUNDARY S36°28'32"E 541.75'; THENCE S53°31'28"W 174.00'; THENCE S36°28'32"E 7.27'; THENCE S43°20'15"W 523.40'; THENCE S11°47'18"W 60.48' TO A POINT ON A NON-TANGENT CURVE TO THE LEFT (RADUIS POINT BEARS S11°47'18"W); THENCE ALONG THE ARC OF SAID CURVE 44.86' WITH A RADIUS OF 1119.50' AND CENTRAL ANGLE OF 2°17'46"; THENCE S09°25'23"W 165.40' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS S09°25'30"W); THENCE ALONG THE ARC OF SAID CURVE 297.97' WITH A RADIUS OF 954.00' AND CENTRAL ANGLE OF 17°53'54"; THENCE S62°40'45"E 100.34'; THENCE S27°19'15"W 126.50'; THENCE S62°40'45"E 8.65'; THENCE S27°19'15"W 177.00'; THENCE N62°40'45"W 108.99' TO THE POINT-OF-CURVATURE (P.C.) OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 234.11' WITH A RADIUS OF 650.50' AND CENTRAL ANGLE OF 20°37'12"; THENCE N00°29'01"W 50.77'; THENCE S89°30'59"W 225.11' TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 17; THENCE ALONG SAID SECTION LINE N00°34'29"W 406.72' TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 13.16 ACRES.

CONTAINS 137.06 ACRES.

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