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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: JODY RIGGS CONSTRUCTION

WHEN RECORDED PLEASE MAIL TO:

Cascade Meadows, LLC
Attn: Jody Riggs
1082 West 2310 North
Pleasant Grove, Utah 84062

**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CASCADE MEADOWS SUBDIVISION**

**THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CASCADE MEADOWS SUBDIVISION (this
"Declaration") is made and executed this 11th day of March 2008, by
CASCADE MEADOWS, LLC, ("Declarant").**

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

I. ARCHITECTURAL CONTROL COMMITTEE (ACC)

1.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee").

1.2 Creation. The initial Committee will consist of two members to be appointed by Declarant in its sole discretion.

Eventually the Architectural Control Committee shall consist of two members, residents of the neighborhood, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving

members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the Declarant are sold, or sooner at Declarant's sole option, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a two-thirds (2/3) majority vote of the then current Owners within the Project.

In the event of violation of any of the provisions of this Declaration, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

1.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in the Declaration and to carry out the provisions set forth therein.

Each Lot Owner will be required to pay a \$250.00 Design Review Fee per lot to the Committee before any home plans shall be revised or approved by the Committee. The fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans and for any or all other costs and expenses associated with the review. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction. Any changes required by the committee to plans will be the responsibility of the party applying for a review.

II. COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. be used except for the residential purpose. No building shall be erected altered, placed, or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two (2) stories in height (not counting the basement) and private garage for not less than two (3) vehicles and not more than four (5) vehicles without the prior written approval of the Committee. Carports may not be built. Rambler-style houses shall have a minimum of eighteen hundred (1800) finished square feet of main floor area above finished grade, not counting the basement, or bonus rooms minimum. Two story houses shall have a minimum of fourteen hundred (1400) finished square of main floor area above finished grade, not counting the basement, and not less than two thousand five hundred (2500) square feet total for second story level and main floor area combined. No multi-family houses shall be permitted. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the

foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.

2.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with topographical plans showing the locations of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving If approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Highland City. No construction of home or landscaping may commence without approval of the Committee of the working drawings. Each lot owner must submit the following Committee review.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point of the street.
- (b) 2 sets of plans, one engineered, stamped to be signed and given to the city and a copy of the same set for the committee records. Detailed floor plans showing dimensions, measurements and square footage.
- (c) Detailed elevations, indicating all materials being used with complete descriptions, including manufacturer and colors of materials, to be used on the exterior of the residence. If colors are not known at the time of submittal, the committee reserves the right to disapprove colors being used at the time of construction.

2.3 Constructon Quality, Size, and Cost. The Committee will base its' approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick and shall be of good quality workmanship and materials and shall have a fair market value upon completion of not less that Three Hundred Thousand Dollars (\$300,000) excluding land value, closing fees and Building Permit Fees. Land value to be no less than \$205,000. Only those exterior materials which will blend harmoniously with the natural environment, with earth-toned colors, shall be permitted. All exterior material

shall be new and consist of brick, rock, stucco, or combination approved in writing by the Architectural Control Committee. Color matched aluminum soffit and fascia is acceptable. All homes will be built in a manner consistent with other homes already being built in the area. This means that if plans being submitted for approval do not compliment the style of homes already approved by the committee, they will not be allowed or will be up to the discretion of the committee. No aluminum exterior siding on the homes shall be permitted in the Project. No wood exterior siding shall be permitted in the Project including masonite type material. Cement based materials such as Hardi plank or other similar products shall be allowed as a compliment material provided that the fifty percent brick and stone and wainscot requirement is met as noted below. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the Project. Pitched roofs shall be at least 8/12 pitch and no greater than 16/12 pitch. A minimum width of seven and one-quarter (7 1/4") inches shall be required on the fascia. All stacks and chimneys from fire places shall be non combustible materials other than natural gas are burned shall be fitted with spark arresters. Each house will have a minimum of fifty percent (50%) brick or stone on front of all homes with a minimum of three feet (3') brick or stone wainscot on all sides. The Committee may at its sole discretion allow for less than the 50% brick and/or stone requirement on the front of the home provided that the home style and architecture supports such deviation and the materials chosen otherwise meet the requirements of this paragraph. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

2.4 Construction Time. The Committee shall have final control for approval of all colors and material plans. There is a one year time limit for beginning construction from the time of purchase. However, upon commencement construction time for the exterior portion of any structure shall not exceed 1' shall be the instant any foliage is cut or removed in anticipation of construction or improvement to the lot has started. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project, or adjacent lots.

2.5 Building Location and Setback. Buildings shall fit within the building pads as shown on the plat approved by Midway City. This shall apply to all protrusions, protuberances, and overhangs, including but not limited to all portions of all walls, roofs, doors, windows, bay windows, cantilevers, fireplaces, chimneys, support posts or structures, and/or decks. This paragraph shall not be amended without the explicit approval of Midway City.

2.6 Landscaping. Only such foliage shall be removed from each Lot as is / necessary for clearing the driveway, excavation for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged. to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be

pruned or removed at the discretion of the Committee, at the owner's expense. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation. An automatic sprinkler system will comply. Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, and annual or perennial flowering foliage plants. Ground cover may also include mineral or non-living organic- permeable material in not more than 15% of the net landscaped area. Minimal ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to the commencement of landscaping. No mineral or non-living organic material will be allowed in drive strips, except for accents consisting of 10% or less of park strip area and should be limited to the area at the base of the park strip trees.

(a) Deadline for Completion of Landscaping. The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

(b) Revegetation of Slopes. Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

2.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence or other use (either temporary or permanent during the course of construction of or after lot is improved).

2.8 Accessory Structures. No accessory structures are allowed.

2.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property consistent with roof color. TV dishes will be allowed; provided they are placed or screened so they are not readily visible to the neighboring Lots and streets. If dishes are placed where they are visible against previous notes they will be relocated at owner's expense. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior

lights, detached from the dwelling, that are positioned above a two-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee. Wireless internet dishes will be allowed only by following guidelines for TV dishes in this section.

2.10 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be necessary for construction. In addition, any construction equipment and building materials stored or kept on any Lot during construction must comply with city ordinances and if asked to be removed must do so within 24 hours. Landscape and construction materials of any type are not permitted upon or within the streets, curb and gutter, park strip or sidewalk.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. All parking must comply with City ordinances.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property. No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. I

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

2.11 Signs. Except as provided in this Section 2.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than sixteen (16) square feet & advertising the property for sale or rent, including new construction. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited. Midway City codes, if more restrictive, will govern sign usage.

2.12 Animals. The Declarant is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Committee and the City and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The manner and location of all dog runs or kennels must be approved by the Committee. No farm animals are permitted. Notwithstanding the foregoing, the lots in adjoining subdivision next to Cascade Meadows may have historically had farm animals and animal rights and they may maintain the animal rights as permitted by Midway City prior to and/or after the development of Cascade Meadows and the recording of this Declaration and the subdivision plat. No Lots in Cascade Meadows have animal rights.

2.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 2.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

2.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

2.15 Building Height. Buildings shall comply with Midway city regulations.

2.16 Non-Residential Use. No gainful occupation, profession, or other nonresidential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Midway City.

2.17 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

2.18 Building Material Storage. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the materials shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line. Once the primary structure is completed, no building material shall be stored on any property.

2.19 Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(a) Utility Easements. Public utility easements for the construction, operation, maintenance and repair of electric, gas, power, phone, information technology (IT) and other utilities are as shown on the plat.

2.20 Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry, tile, brick, or paving blocks. Gravel areas are not permitted.

2.21 Solar Equipment. Solar panels are not allowed.

2.22 Pools, Spas, Fountains. Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

2.23 Fences and Walls. Fencing shall comply with Midway City ordinances.

2.24 Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner

Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given Lot. For additional information contact Midway City, Utah.

2.25 Water Discharge. As per Midway City ordinances.

2.26 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary for or convenient to the development, marketing, or sale of property within the Project.

2.27 Private Roads. The roads in the Project are private roads and shall be the responsibility of, and shall be maintained, repaired and replaced by, the Association. This paragraph shall not be amended without the explicit approval of Midway City.

2.28 Public Trail Easement. The Association grants to the public the right to travel upon the trails in the Project. The Association assumes no liability for travel by members of the public on the trails. All persons traveling upon the trails assume for themselves all risks of doing so. This paragraph shall not be amended without the explicit approval of Midway City.

2.29 City Standards. Nothing contained in this Declaration shall be construed to contravene or excuse compliance with any laws, ordinances or standards required by Midway City. Midway City shall have the right, but not the duty, to perform and/or enforce the provisions of this Declaration if necessary, and to collect from the Declarant, the Association and/or the Owners the costs of doing so. This paragraph shall not be amended without the explicit approval of Midway City.

III. AMENDMENTS

3.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one voter per lot) casting seventy-five percent (75%) of the total votes cast at an election held for such purpose. If the necessary votes and consents are obtained, the Committee shall cause to be recorded in the County records a "Certificate of Termination", duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee shall be dissolved pursuant to the terms set forth in its articles.

3.2 Amendments. This Declaration may be amended by recording in the office of the County Recorder a "Certificate of Amendment," duly signed by a member of the Committee and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted. The Declaration may be amended at any time if at least sixty-seven percent (67%) of the votes cast by all owners shall be in favor of the Amendment except as noted in Sections 3.3 and 3.4 below.

3.3 Until 90% of lots are sold, Declarant can modify Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

3.4 Until 90% of lots are sold, Declarant can modify Declaration to accommodate clarifications, corrects errors or make any other needed adjustments.

IV. MISCELLANEOUS

4.1 Interpretation of the Covenants. Except for judicial construction, the Committee, by its members, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof

4.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

4.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of the owners of Cascade Meadows, LLC., and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All,

other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 3.1 hereof

4.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Committee shall have the right to adopt rules and regulations with respect to all other aspects of the Committee's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

4.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

4.6 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 11th day of March 2008.

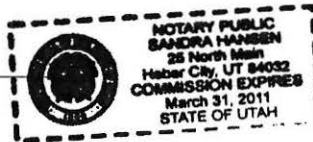
Cascade Meadows, LLC.,
a Utah limited liability

By Joseph Riggs
Joseph Riggs
Manager

STATE OF UTAH)
 SS:
COUNTY OF UTAH)

On the 11th day of March, 2008, personally appeared before me Joseph Riggs and who, being by me duly sworn, did say that he is the manager of Cascade Meadows, LLC., a Utah limited liability company, and that the within herein and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

Notary Public
Sandra Hansen



CASCADE MEADOWS BOUNDARY DESCRIPTION

BEGINNING NORTH 00°06'36" WEST 2053.12 FEET ALONG THE SECTION LINE AND EAST 1623.64 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 318.00 FEET; THENCE NORTH 56°12'18" EAST 141.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 115.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 84°22'41" EAST; THENCE NORTHEASTERLY 109.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°30'15" (CHORD BEARS NORTH 32°52'27" EAST 105.78 FEET); THENCE NORTH 160.16 FEET; THENCE SOUTH 89°53'30" EAST 476.76 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°28'40" EAST 64.83 FEET ALONG THE SOUTHERLY BOUNDARY OF THE WILLIAM A. RICHARDSON SMALL SUBDIVISION; THENCE SOUTH 06°04'52" EAST 236.57 FEET; THENCE SOUTH 422.28 FEET; THENCE NORTH 89°04'19" WEST 741.92 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10.00 ACRES.

LOTS 1-15