

After Recording Return To:
The Cascades HOA
1049 Eden Prairie Way
Midway, UT 84049

Ent 407109 Bk 1118 Pg 1299-1307
Date: 08-DEC-2014 10:58:01AM
Fee: \$99.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: DANCE DOUG

SECOND AMENDMENT TO THE FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
(Article VII Section 7.5 Parking, Article VIII Design Control, and Article X Section 10.4 Leases)

This Amendment to the First Amendment of Declaration of Covenants, Conditions, and Restrictions of The Cascades at Soldier Hollow ("Declaration") is executed on the date set forth below by The Cascades at Soldier Hollow Homeowners' Association ("Association").

RECITALS

A. Real property in Wasatch County, Utah, known as The Cascades at Soldier Hollow was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded May 12, 2008, in the Wasatch County Recorder's Office as Entry No. 335613 and all subsequent amendments.

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. The Association deems a parking restriction in the best interests of the owners, their health, safety, peace, welfare, and in maintaining property values.

D. The Association deems a rental restriction in the best interests of the owners, their health, safety, peace, and welfare;

E. The Association deems design control, architectural guidelines and construction restrictions and guidelines in the best interests of the owners, their health, safety, peace, and welfare;

F. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

G. In accordance with Declaration Article X, Section 10.2, the President certifies that at least 2/3 of all membership votes, which Members present in person or by proxy are entitled to cast at a meeting duly called for such purpose have approved these amendments.

NOW, THEREFORE, the Association, by and through its President, hereby amends the Declaration as follows:

Declaration Article VII Section 7.5 is amended in its entirety to read as follows:

7.5 Parking and Recreational Vehicles. No large trucks and commercial vehicles belonging to Owners, guests, or other residents of the Property shall be parked within the Development, except temporary parking not to exceed 24 hours. No boats, travel trailers, equipment trailers, snowmobiles, all terrain vehicles, wheeled or tracked vehicle, motor or recreational vehicle shall be parked within the Development, unless in a fully enclosed garage. All motorcycles, cars, and passenger trucks belonging to Owners, guests, or other residents of the Development must be parked either completely on the Owner's driveway or in a fully enclosed garage except for temporary parking not to exceed 24 hours for any such vehicle. Owners may apply for a specific variance for short-term guests by submitting to the Association the make, model, and license plate numbers of such vehicles.

Declaration Article VIII is amended in its entirety to read as follows:

VIII. DESIGN CONTROL

8.1. **Design Review Committee.** The Board of Trustees of the Association shall appoint a minimum of a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee. The Committee may also approve of general contractors who may perform construction work within the property, provided that the Declarant delegates such right to the Committee in accordance with the requirements of Section 8.11 herein below.

8.2. **Submission to Committee.** No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee and the Declarant or Committee has received notice of the identity of the Contractor and all required fees and deposits listed in Section 8.5 below are received by the Association. All such plans and specifications shall be consistent at the time of submission with the Design Guidelines and/or the Design Guidelines which shall be from time to time adopted by the Board of Trustees. Failure to comply with this requirement will be considered a continuing repeating violation and will, unless otherwise stated in a fine schedule approved by the Board, result in a fine of \$100.00 per day being assessed and immediately due. The fine shall be assessed if the violation is not cured within 48 hours of the first violation notice or the minimum timeframe allowed by law, whichever is shorter. If a shorter timeframe is allowed by law, the Board may adopt by rule. If the Compliance Deposit has been paid, the fines will be deducted from the Compliance Deposit until the violation is corrected or approval is received from the Design Review Committee. If there is no Compliance Deposit paid or the Compliance Deposit is exhausted, all fines are immediately due. The amount of this fine may be changed by a resolution approved by the Board of Trustees

8.3. **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Living Units within the Property conform to and harmonize with the Architectural Design Guidelines, existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4. **Approval Procedure.** The Owner's plans, specifications, and the forms as provided by the Committee and outlined in the Architectural Design Guidelines shall be submitted either as a PDF file or if printed, in duplicate along with a \$250.00 Review Deposit (made payable to the Association). This Review Deposit is to pay outside consultants or vendors for review assistance in the plan review and the amount may be changed by a resolution by the Board of Trustees. If actual outside expenses exceed the \$250.00 the Owner will be responsible to pay the overage. A preliminary review of design drawings will be required with a final review to be made of working drawings.

(a) All plans and specifications shall be approved or disapproved by the Committee in writing or email within thirty (30) days after submission of the completed items outlined in the Architectural Design Guidelines (for example: completed plans, specifications, sample boards, forms provided by the Committee, Deposits, etc). In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

(b) The Committee, at its discretion, may elect to accept as a partial submission for the Owner's dwelling and outbuildings all items and deposits described in the Architectural Design Guidelines except for the dwelling's and outbuilding's materials and the color choices of all materials, and the Living Unit's landscaping plans, and approve or reject the Owner's dwelling and buildings plans and specifications, while deferring consideration for of the unsubmitted items. This partial submission acceptance must be acknowledged to the Owner by the Committee by means of letter or email. The Owner must receive approval from the Committee of any deferred considerations prior to any construction or installation of the dwelling's and outbuilding and the landscaping.

(i) This partial acceptance does not release the Owner from submitting and receiving the Committee's approval of the dwelling's materials and the color choices of all materials, and the Lot's landscaping plan as described in the Architectural Design Guidelines.

(ii) All plans and specifications for the materials and the color choices of all materials on the dwelling or outbuildings, and the Lot's landscaping plan shall be approved or disapproved by the Committee in writing or email within thirty (30) days after submission of the complete plans, specifications, sample boards, and forms provided by the Committee as described in the Architectural Design Guidelines. In the event the Committee fails to take any action within such period it shall be deemed to have approved the plans and material submitted.

8.5. Fees and Deposits.

(a) Except for the use of an Approved Contractor/Preferred Builder as defined in Section 8.11, the Design Review Committee shall require that an Owner pay a non-refundable Contractor Oversight Fee in the amount of \$5,000.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until this non-refundable Contractor Oversight Fee is received by the Association. The fee paid under this Section 8.5 (a) is non-refundable and is intended to assure (a) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements; (b) compliance with the requirements of this Declaration; (c) the encouragement and support for builders to create a long term relationship with the association; and (d) pay the costs associated with the Association's monitoring of the construction of improvements and work as well as compliance with the plans, elevations, building site placement, materials selections, and landscaping approved by the Design Review Committee; and to be used by the Association as determined by the Board of Trustees.

(b) The Design Review Committee shall also require that an Owner, whether or not an Approved Contractor is retained, pay a Compliance Deposit as a cash deposit in favor of the Association and held by the Association, in the amount of \$5,000.00, as a condition to approving the construction of a Living Unit and any proposed work or improvement in relationship thereto. The amount of this Compliance Deposit may be changed by a resolution of the Board of Trustees. No person shall commence any work or improvement until this security deposit has been paid to the Association. The unused balance of this Compliance Deposit made under this Section 8.5 (b) is refundable and is intended: (a) to ensure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, trails, streets or other property within the Subdivision, caused by Owner or his agents in the construction of the Living Unit, accessory building, structure, or addition to a Living Unit and the installation of landscaping; and (b) to ensure the installation of the landscaping according to the requirements of Section 8.7 below, and (c) to ensure that the construction of the Living Unit, accessory building, structure, or addition to a Living Unit and the installation of landscaping is completed according to the plans, elevations, placement, and materials selections approved by the Design Review Committee. Any fines or costs deemed necessary by the Board of Trustees related to the compliance to the requirements of this section or to bring Owner's Living Unit or Lot into compliance with the requirements of Section 8.7 below, will be deducted from this cash security deposit. If the Compliance Deposit is exhausted, all future costs are immediately due and payable.

(c) The Design Review Committee shall also require that an Owner pay a \$250.00 Review Deposit with the submission of the Owner's plans, specifications, forms, and other materials as provided by Architectural Design Guidelines. The amount of this Review Deposit may be changed by a resolution of the Board of Trustees. The Review Deposit will be used to cover the cost of all vendors (architects, designers, engineers, administrators, etc) with whom the Design Review Committee contracts to gather, review and or consult on the plans and specifications submitted as part of the design review process. The Owner agrees to promptly pay any amount that exceeds the Review Deposit. If the actual review costs are less than the Review Deposit, the

Association will return the balance of the Review Deposit to the Owner. No person shall commence any work or improvement until all such costs over and above the Review Deposit are received by the Association and the Association may deduct any costs from the Compliance Deposit. In addition, the following Design Review Change Fee (made payable to the Association) is required for changes submitted after initial construction and landscaping: \$50.00 for each separate submittal of architectural, landscaping, and/or lighting drawings; provided that if any of the foregoing plans are submitted together, all plans submitted at the same time shall be considered one submittal. The amount of this Design Review Change Deposit may be changed by a resolution of the Board of Trustees.

8.6. Address for Submittal. Plans, specifications, forms, and other materials as outlined in the Architectural Design Guidelines including any fees or deposits for the construction and installation of any and all improvements within THE CASCADES AT SOLDIER HOLLOW shall be submitted and approved by the Design Review Committee (prior to submittal to any required governmental agency) at the following address:

THE CASCADES AT SOLDIER HOLLOW HOA
1049 Eden Prairie Way
Midway, Utah 84094
or
cascadesdrc@gmail.com

The Board of Trustees of THE CASCADES AT SOLDIER HOLLOW Homeowners' Association has the authority to change the address or the format for the submittal of plans, forms and specifications.

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(ii) All construction activities shall be limited to periods between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. Saturday. No construction activities are allowed on Sundays. These hours may be adjusted by a resolution by the Board of Trustees.

(iii) The front, side and back yards of each Lot shall be landscaped within a period of up to four (4) months following completion of the exterior of the structure or occupancy of the Living Unit whichever is first; provided, however, that if completion of or occupancy of a Living Unit occurs between September and March and weather conditions preclude the installation of landscaping, such landscaping shall be completed not later than July 1 following the September through March timeframe.

(iv) As described in Article 8.3 above, no construction shall begin without receiving approval on elevations, building site placement, and materials and color selections from the Design Review Committee. No changes or modifications or substitutions shall be made to the elevations, building site placement, designs, and materials selections approved by the Design Review Committee without first receiving written approval of the Design Review Committee. Failure to comply with this requirement will be considered an ongoing repeating violation and will, unless otherwise stated in a fine schedule approved by the Board, result in a fine of \$100.00 per day being assessed. The fine shall be assessed if the violation is not cured by receiving the appropriate approvals within 48 hours of notice or the minimum timeframe allowed by law, whichever is shorter. If a shorter timeframe is allowed by law, the Board may adopt this by rule. If the Compliance Deposit has been paid, the fines will be deducted from the Compliance Deposit until the violation is corrected or approval is received from the Design Review Committee. If there is no Compliance Deposit paid or the Compliance Deposit is

exhausted, all fines are immediately due. The amount of this fine may be changed by a resolution approved by the Board of Trustees.

(v) Comply with any and all construction guidelines and rules as outlined in the current Design Guidelines.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be placed in containers. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the Development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot. During the construction period, each construction site shall be kept neat and trash containers and debris shall be promptly removed from public or private roads, open spaces and driveways. Failure to follow such guidelines will result in fines as per the current fine schedule approved by the Board of Trustees. These fines will be deducted from the Compliance Deposit or if the Compliance Deposit is fully exhausted then these fines will become immediately due and payable.

(c) Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Design Review Committee.

(d) Construction crews shall not park on, or otherwise use for storing construction materials, excess fill, trash containers, other lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Design Review Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

8.11. Approval of Contractor. In order to provide better assurances that the provisions of this Declaration will be carried out during the construction and improvement of Lots, Declarant has reserved the right to approve the identity of those individuals and/or companies who may act as a general contractor on behalf of an Owner in the construction of a Living Unit or other structures to be located upon a Lot within the Subdivision, all in accordance with the terms herein contained. Declarant may delegate the right to approve such contractors on a lot by lot basis to the Design Review Committee. The Declarant, or if applicable, the Design Review Committee, shall maintain a list of Approved Contractors/Preferred Builders.

Each Owner covenants and agrees by accepting title to a Lot, that such Owner shall use only an approved general contractor, approved by Declarant or the Design Review Committee as provided herein (an "Approved Contractor/Preferred Builder") as Owner's contractor for the construction of a Living Unit and related improvements upon a Lot located within the Subdivision, each such Living Unit to be constructed according to the wishes and desires of Owner, subject only to the requirements of this Declaration and applicable governmental requirements. In the event that Owner is unable to obtain the

approval of Declarant or the Design Review Committee, as applicable, for Owner's contractor, Owner may nevertheless be permitted to use the services of such general contractor upon the payment of a non-refundable Contractor Oversight Fee to the Association, as provided in Section 8.5 (a).which amount hereof may be used by the Association.

Declaration Article X, Section 10.4 is amended in its entirety to read as follows:

10.4 Leases. "Lease" means granting the right to use or occupy a Living Unit to a non-owner while no Owner occupies the Living Unit as their primary residence. If the Association restricts the number of rentals, the restriction on the number of rentals shall not include the following classes of Owners: (1) an Owner in the military for the period of the Owner's deployment; (2) a Living Unit occupied by the Owner's parents, child, or sibling; (3) an Owner who occupies the Living Unit as their primary residence and whose employer has relocated the Owner for no less than two years; (4) a Living Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current occupant of the Living Unit or the parent, child, or sibling of the current occupant of the Living Unit . Except as described below, Living Unit owned by business entities shall be considered leased regardless of who occupies the Living Unit . A Living Unit shall not be considered leased if owned by a business entity formed as an estate planning instrument, if the Living Unit is occupied by the grantor or beneficiary of the estate planning mechanism. Leasing of Living Unit shall be subject to the following restrictions:

(a) Living Unit may be rented only to a single family as defined in the current statutes of Midway City. Dormitory, hostel, hotel, roommate, nightly rentals are strictly prohibited. Additionally, subletting is prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Project Documents"). Any Owner who leases their Living Unit shall be responsible for assuring the occupants' compliance with the Association Documents.

(c) Initial Lease Term. The minimum initial lease term shall be six months. Any lease for less than an initial term of six months will be considered nightly and is prohibited. Any lease to a business entity shall be considered a nightly rental and is prohibited. Any time a new set of occupants lease the Living Unit , they shall be subject to the minimum initial lease term.

(d) Convicted Criminals/Background Checks. Living Unit may not be leased to felons or registered sex offenders. Prior to leasing a Living Unit , Owners shall perform a criminal background and sex offender registry search. Owners shall provide the Board with a self-authenticating declaration affirming, under penalty of perjury, that the Owner has performed a criminal background check on all persons occupying a leased Living Unit ot, that none of the applicants are known felons or registered sex-offenders, and that Owner is not knowingly leasing the Unit to any known felons or persons listed on the sex-offender registry.

(e) Lease Agreements - Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. Additionally, lease agreements shall have a prohibition against subletting. Owners shall provide the Association with a copy of the lease agreement and contact information for the tenants. The Owner shall provide the tenant with a copy of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(f) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Living Unit, or leases their Living Unit without Board approval, the Board may assess fines against the Owner and the Living Unit in an amount to be determined by the Board. This will be considered an ongoing, continuing violation for the duration of the violation, so notice of violation

will only be given once and each additional day the violation continues will be considered a continuing violation subject to a daily fine as outlined in the current fine schedule approved by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and evict the occupant(s).

(g) Failure to Take Legal Action. Failure by an Owner to take legal action against an occupant who is in violation of the Association Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all action for and in behalf of said Owner including, the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief, or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this paragraph that is made in good faith. The Owner hereby appoints the Board as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

(h) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot and/or Living Unit as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

IN WITNESS WHEREOF, the Association, by and through its President, has executed this Amendment to the Declaration as of the 8 day of December, 2014.

THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION




President



STATE OF UTAH)
:ss
County of)

On the 8 day of December, 2014, personally appeared Douglas Dance who, being first duly sworn, did that say that he is the President of the Association and certified that the proper votes were obtained as required by the Declaration and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.



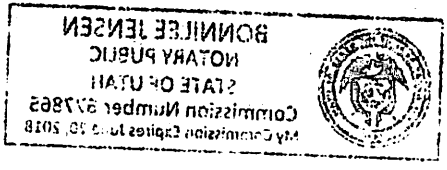
Notary Public for Utah

and the Court shall determine whether the proposed transaction is in the best interest of the corporation and the interests of its shareholders. The Court may also take into account the wishes of the shareholders who were not present at the meeting. (Section 7.04 of the Model Business Corporation Act)

Under the Model Business Corporation Act, a corporation is bound by its actions even if the actions were taken in violation of state law, unless the corporation can prove that the action was taken in good faith and in the best interest of the corporation. The court will consider the facts and circumstances surrounding the transaction and the conduct of the officers and directors at the time the transaction was entered into.

The court will also consider whether the transaction was approved by the board of directors or the shareholders in good faith and in the best interest of the corporation. The court will consider the facts and circumstances surrounding the transaction and the conduct of the officers and directors at the time the transaction was entered into.

THE ASSOCIATES AT GOLDMAN RICHMOND BANK



[Signature]

and the Court shall determine whether the proposed transaction is in the best interest of the corporation and the interests of its shareholders. The Court may also take into account the wishes of the shareholders who were not present at the meeting. (Section 7.04 of the Model Business Corporation Act)

[Signature]

Exhibit A
Cascades at Soldier Hollow Subdivision

Lot #	Serial #	Lot #	Serial #	Lot #	Serial #	Lot #	Serial #
Lot 1	OZH-0001-0-003-044	Lot 19	OZH-00019-0-003-044	Lot 37	OZH-00037-0-003-044	Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-00020-0-003-044	Lot 38	OZH-00038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-00021-0-003-044	Lot 39	OZH-00039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-00022-0-003-044	Lot 40	OZH-00040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-00023-0-003-044	Lot 41	OZH-00041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-00024-0-003-044	Lot 42	OZH-00042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-00025-0-003-044	Lot 43	OZH-00043-0-003-044	Lot 61	OZH-0061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-00026-0-003-044	Lot 44	OZH-00044-0-003-044	Lot 62	OZH-0062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-00027-0-003-044	Lot 45	OZH-00045-0-003-044	Lot 63	OZH-0063-0-003-044
Lot 10	OZH-0010-0-003-044	Lot 28	OZH-00028-0-003-044	Lot 46	OZH-00046-0-003-044	Lot 64	OZH-0064-0-003-044
Lot 11	OZH-0011-0-003-044	Lot 29	OZH-00029-0-003-044	Lot 47	OZH-00047-0-003-044	Lot 65	OZH-0065-0-003-044
Lot 12	OZH-0012-0-003-044	Lot 30	OZH-00030-0-003-044	Lot 48	OZH-00048-0-003-044	Lot 66	OZH-0066-0-003-044
Lot 13	OZH-0013-0-003-044	Lot 31	OZH-00031-0-003-044	Lot 49	OZH-00049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-00032-0-003-044	Lot 50	OZH-00050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-00033-0-003-044	Lot 51	OZH-00051-0-003-044	Lot 69	OZH-0069-0-003-044
Lot 16	OZH-0016-0-003-044	Lot 34	OZH-00034-0-003-044	Lot 52	OZH-00052-0-003-044	Lot 70	OZH-0070-0-003-044
Lot 17	OZH-0017-0-003-044	Lot 35	OZH-00035-0-003-044	Lot 53	OZH-00053-0-003-044	Lot 71	OZH-0071-0-003-044
Lot 18	OZH-0018-0-003-044	Lot 36	OZH-00036-0-003-044	Lot 54	OZH-00054-0-003-044	Lot 72	OZH-0072-0-003-044

Exhibit B

Parcel 73

Beginning North 00°06'36" West 686.67 feet along the section line and East 1824.66 feet from the Wasatch County Survey Monument for the Southwest corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian;

And running thence North 00°01'29" East 578.67 feet; thence South 54°40'56" East 181.09 feet; thence North 65°59'23" East 164.72 feet; thence South 24°00'37" East 40.00 feet; thence North 65°59'23" East 50.00 feet; thence South 24°00'37" East 125.84 feet; thence North 66°06'23" East 188.29 feet; thence South 00°01'29" West 489.85 feet; thence North 89°58'31" West 155.06 feet; thence North 89°30'38" West 428.53 feet to the point of beginning.

Tax id no. OMI-1177-8

Parcel 74

Beginning North 1,151.77 feet and West 275.20 feet from the South One-Quarter Corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 66°04'54" West 188.29 feet; thence North 24°02'06" West 125.84 feet; thence South 65°57'54" West 50.00 feet; thence North 24°02'06" West 40.00 feet; thence South 65°57'54" West 164.72 feet; thence North 54°42'25" West 181.09 feet; thence North 257.73 feet; thence East 583.58; thence South 350.03 feet to the point of beginning.

Tax id no. OMI-1177-6

Tax ID: OMI-1177-8