

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SUNVIEW ESTATES

14.578.0101, 0102, 0103, 0104, 0105, 0106

14.116.0025

14.116.0009

June 1, 2021

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNVIEW ESTATES

This Declaration of Covenants, Conditions and Restrictions for Sunview Estates ("Declaration") is made and executed by Sunview LLC, a Utah limited company ("Declarant").

RECITALS:

A. Name of Project and Description of Land. The subdivision that is the subject of this Declaration shall be known as Sunview Estates ("Project"), and is situated in and upon that certain real property ("Subject Land") located in Davis County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has prepared and has recorded or will record in the office of the County Recorder, Davis County, State of Utah, plat map(s) for Sunview Estates ("Plat"). There are Six (6) Lots in Phase 1, Twenty Two (22) Lots in future Phase 2 and Fifteen (15) lots in future Phase 3 of the Project. Total Lots shall be Forty Three (43). All future phases listed above shall be included in the Project.

B. Intent and Purpose. Declarant, by recording this Declaration, does so for the purpose of imposing upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within the Project and the Owners thereof.

ARTICLE I DEFINITIONS

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.
- 1.2 **Declarant** shall mean Sunview Estates LLC, a Utah limited company, its assigns or its successor in interest that develops or that purchases substantially all the Lots from Sunview Estates LLC or Assigns
- 1.3 **Design Committee.** The Design Committee created pursuant to Article 5 of this Declaration.
- 1.4 **Dwelling** shall mean and refer to each physically constructed residential dwelling or building containing a single family residence located as an improvement on a Lot.

- 1.5 **Lot** shall mean each individual parcel of real property shown on the Plat(s) as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.
- 1.6 **Mortgage** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.
- 1.7 **Mortgagee** shall mean (i) any person named as the mortgagee or beneficiary under any deed of trust, or (ii) any successor to the interest of such person under such Mortgage.
- 1.8 **Owner** shall mean any person or entity or combination thereof, including the Declarant, owning fee title to a Lot within the Project as shown on the records of Davis County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.
- 1.9 **Plat or Map** shall mean the Plats for the Project, as recorded in the office of the County Recorder for Davis County, State of Utah.
- 1.10 **Project** shall mean all Phases of the Sunview Estates, and all Lots included therein, and any other adjacent land projects the Declarant wishes to make a part of this Declaration.
- 1.11 **Subject Land** shall mean the land upon which the Project is situated, as more particularly described in Exhibit "A".

ARTICLE II DIVISION OF PROJECT

- 2.1 **Submission to Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a residential subdivision to be known as Sunview Estates. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.
- 2.2 **Subdivision into Lots.** Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat(s).
- 2.3 **Not a Cooperative or Home Owners Association.** The creation of the Project shall not constitute the creation of a cooperative or a Home Owners Association.

ARTICLE III IMPROVEMENTS

- 3.1 **Description of Improvements.** The Project shall be constructed in three phases, each containing a number of Lots, as shown on the Plats. Each of the Lots shall, when improved, contain one single family dwelling (not to exclude outbuildings/accessory buildings).
- 3.2 **Description and Legal Status of Lots.** The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP

- 4.1 **Ownership and Maintenance of Lots.** The Lot Owners shall repair and maintain all portions of their Lot and the Dwelling thereon. The Lot Owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the Lot Owner's expense, all portions of the Owner's Lot and Dwelling.
- 4.2 **Landscape Installation.** Within one year of occupancy of each and every home built in the Project, the front and side yards, and within two years of occupancy, the back yard, shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the subdivision. "Acceptable landscaping" and "lawn" shall be interpreted by the then existing Design Committee which will reflect the majority view of the then-existing homeowners in the subdivision. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Design Committee.
- 4.25 **Street Trees and Landscape buffer Owner Responsibilities.** Along with all stipulations in 4.2 above, The Owner of all lots (except corner lots) shall purchase, install and maintain/replace at least two street trees to be planted uniformly in the park strip of their front yard. Trees must be a min. 2" caliper and chosen from the list of approved park strip trees as attached in Exhibit "B". Any corner Lots shall have at least one (1) tree in the front and one (1) tree in the side yard in order to keep a "clear view" area at the corner per city requirements. Lots 102 and 103 at the entrance of Sunview Estates are also responsible to install, maintain/replace, as part of their lots a "buffer" as shown and described in Exhibit "C" attached hereto and made a part of these Covenants.
- 4.3 **Title.** Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- 4.4 **Intentionally Left Blank**
- 4.5 **Exclusive Use of Lot.** All Lots are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Lot Owner.
- 4.6 **Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Design Committee as to quality of workmanship and

materials, harmony of exterior appearance with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. The approval process is set forth in Article 5.

4.7 **Building Size and Construction.** All Dwellings on the Property shall comply with the following requirements:

- (a) All Dwellings shall have a concrete or asphalt paved driveway (or other hard surface approved by the Design Committee) from the garage to the street allowing safe ingress and egress.
- (b) No structure or any incomplete building shall be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Design Committee.
- (c) The ground floor square footage area of the main structure, exclusive of garage and any one-story open porches, with or without a basement, shall not be less than 1500 square feet for a one-story dwelling with a three car garage and 1650 with a two car garage. (See "f" below for any deviation)
- (d) In a two-story home, which is two stories above the curb level, with or without a basement, the combined area of the ground story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 1900 square feet. The main floor of a two story home, exclusive of garages and any open porches, shall not be less than 900 square feet.
- (e) In a multi-level home (i.e. three or four level split), the top two levels of the main structure, exclusive of garage and any one story open porches, shall not be less than 1700 square feet.
- (f) The minimum square footage cited in this section can be waived if prior written approval of the Declarant is obtained and the Lot size, location and/or layout justifies the waiver, and all other covenants contained in this declaration are met.
- (g) **Building Exteriors.**
 - (i) All exterior materials must be approved by the Design Committee prior to commencement of construction.
 - (ii) Aluminum or vinyl shall be allowed in soffit and fascia areas only.
 - (iii) Roofing materials shall be asphalt shingle, or as approved by the Design Committee. Roof pitch shall be 4/12 or greater.
- (h) All dwellings shall be stick built on site. No prefabricated or manufactured homes shall be permitted.

- (i) The purpose of these covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.
- (j) The Design Committee reserves the right to be "subjective" in approving or disapproving the construction of any home to be built in the subdivision in order to enhance and protect the value, desirability, and attractiveness of the lots. It is contemplated by this declaration, and agreed to by all Lot owners, that there will be variations and adjustments made by the Design Committee in approving or disapproving building plans. The process of approval by the Design Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with these Protective Covenants.

4.8 **Garage Requirement.** Each Dwelling shall have, at a minimum, a three car attached garage unless specifically approved by the Declarant. The Declarant shall not allow more than 25% of the Lots to have a two car garage.

4.9 **Intentionally left Blank**

4.10 **Fences and Walls.** All Fences shall be maintained, repaired and replaced by the Owner of the Lot on which the fence is located. If a fence divides multiple Lots, the fence shall be maintained, repaired and replaced as a shared expense between the Owners whose Lots are divided by the fence.

ARTICLE V DESIGN COMMITTEE

- 5.1 **Organization of the Design Committee.** There shall be a Design Committee consisting of not fewer than two (2) members. The members of the Design Committee shall be selected by the Declarant or assignee. Declarant shall have the right to appoint, remove and increase the number of the Design Committee.
- 5.2 **Actions Requiring Approval.** No Dwelling, accessory or addition to a Dwelling, or landscaping or other improvement of a Lot shall be constructed or performed, nor shall any alteration of any structure on any Lot, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.
- 5.3 **Standard of Design Review.** Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration.
- 5.4 **Approval Procedure.** Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted, as long as they meet all requirements found in these CCR's.
- 5.5 **Variance Procedure.** If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable

architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Declarant. The Declarant shall approve or disapprove the request for variance in writing. If the Declarant fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.

- 5.6 **Non-waiver.** The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.
- 5.7 **Completion of Construction.** Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.
- 5.8 **Exemption of Declarant.** The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Declarant on any Lot or portions or expanded portions of the Project at any time Declarant is the owner of a Lot. One of the purposes for exempting Declarant from the provisions of this Article is to permit Declarant the flexibility to adjust architectural styles and schemes in the event the Declarant determines that changes are needed to reflect changes in building standards and techniques and architectural styles.
- 5.9 **Disclaimer of Liability.** Neither the Declarant, the Design Committee, nor any member thereof acting in good faith shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

ARTICLE VI EASEMENTS

- 6.1 **Utility Easement.** Easements for installation and maintenance of utilities and drainage facilities 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 obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot, except for those improvements for which a public authority or utility company is responsible. No structure shall be constructed within twelve (12) feet vertically or horizontally of any major power conductor (this does not apply to service lines).

ARTICLE VII RESTRICTIONS ON USE

- 7.1 **Residential Uses Only.** Each Lot contained in the Project is intended to be used for single family residential housing and is restricted to such use. No Lot or Dwelling shall be used for business or commercial unless approved by West Point City for such use.
- Nothing herein shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lots owned by Declarant as a “sales” office, or (b) any Owner or his duly authorized agent from freely renting or leasing his Lot.
- 7.2 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7.3 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently unless approved by the City.
- 7.4 **Signs.** No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period, or signs used by a property owner advertising the property for sale. Political signs shall be allowed for election period only. Security signs shall be permitted as well as any “warning” signs. Flags are not considered signs until they have writing on them that can be construed in any manner of sending a message or advertising.
- 7.5 **Vehicles.** No vehicle shall be dismantled, rebuilt, serviced, or repaired on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the site and sound of such activity from the public streets and neighboring Lots.
- 7.6 **Construction Period Exemption.** During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.
- 7.7 **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each Lot and its abutting street are to be kept free of trash, weeds and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public.
- 7.8 **Sight Distance at Intersection.** Any fence, wall, hedge, or shrub planting or any other obstruction of any kind shall not obstruct view of intersections and must meet West Point City Code and requirements.
- 7.9 **Damage.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or builder of any particular lot in this subdivision must be repaired as soon as possible after such

damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

ARTICLE VIII DECLARANT'S SALES PROGRAM

8.1 **Declarant's Right to Promote and Sell the Project.** Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner ("Occurrence"), Declarant, its successor or assigns shall have the following rights in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant:

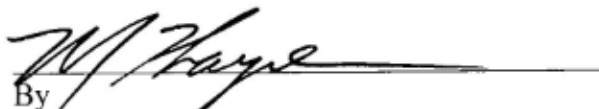
- (a) **Sales Offices and Model Lots.** Declarant, its successors and assigns, shall have the right to maintain sales offices, including a trailer, and model homes on Lots. Sales offices may be located on any Lot (at any location) owned by Declarant. Declarant shall have the right to maintain any number of model homes it may desire using the Lots Declarant owns.
- (b) **Promotional Devices.** Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or Lots owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary and according to municipal code.

ARTICLE IX. GENERAL PROVISIONS

- 9.1 **Intent and Purpose.** The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a residential project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 9.2 **Effective Date.** This Declaration and any amendments thereto shall take effect upon recording.
- 9.3 **Changes or amendments to Declaration.** Changes or amendments to this Declaration shall be made by the Declarant, its assigns or successors until time of Occurrence. Once Occurrence takes place, changes made will require at least 67% of the owners within the Project.

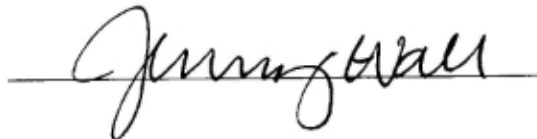
EXECUTED BY DECLARANT on the date of notarization appearing below:

Sunview Estates LLC


By _____
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 10 day of June, 2021, personally appeared before me Mark Thynne who being by me duly sworn, did say that he is manager of Sunview Estates LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and he duly acknowledged to me he executed the same.


Notary Public

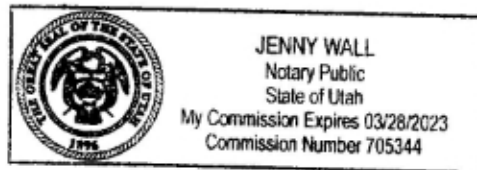


EXHIBIT "A" LEGAL DESCRIPTION

SUNVIEW ESTATES PHASE 1 BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXTENSION OF AN EXISTING FENCE LINE, SAID POINT BEING LOCATED SOUTH 00°04'17" WEST ALONG SECTION LINE 757.88 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON A BOUNDARY LINE AGREEMENT DESCRIBED IN ENTRY 638849, BOOK 940, PAGE 312, OF DAVIS COUNTY RECORDS, AND RUNNING THENCE SOUTH 00°04'17" WEST ALONG SECTION LINE 650.62 FEET TO A SECOND BOUNDARY LINE AGREEMENT ALSO DESCRIBED IN SAID DOCUMENT; THENCE NORTH 89°40'30" WEST 110.00 FEET ALONG AN EXISTING FENCE LINE AND SAID SECOND BOUNDARY LINE AGREEMENT; THENCE NORTH 02°40'02" EAST 99.62 FEET; THENCE NORTH 00°04'15" EAST 121.01 FEET TO THE SOUTH LINE OF A STREET; THENCE NORTH 06°46'39" WEST 61.21 FEET TO THE NORTH LINE OF SAID STREET; THENCE NORTH 00°04'17" EAST 370.08 FEET TO INITIAL FENCE LINE AND BOUNDARY LINE AGREEMENT; AND THENCE SOUTH 89°48'00" EAST ALONG SAID LINE 112.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 71,718 SQ.FT. (1.65 ACRES) (6 LOTS)

SUNVIEW ESTATES PHASE 2 BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING LOCATED SOUTH 00°04'17" WEST ALONG SECTION LINE 757.88 FEET AND NORTH 89°48'00" WEST 773.67 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON A BOUNDARY LINE AGREEMENT DESCRIBED IN ENTRY 638849, BOOK 940, PAGE 312, OF DAVIS COUNTY RECORDS, AND RUNNING SOUTH 00°04'17" WEST 191.93 FEET; THENCE SOUTH 05°39'57" EAST 180.91 FEET; THENCE SOUTH 89°55'43" EAST 123.94 FEET; THENCE SOUTH 88°08'49" EAST 58.23 FEET; THENCE SOUTH 89°55'43" EAST 270.86 FEET; THENCE NORTHWESTERLY 40.40 FEET ALONG THE ARC OF A 199.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°37'54" (CHORD BEARS NORTH 05°44'40" WEST 40.33 FEET) TO A POINT OF TANGENCY; THENCE NORTH 00°04'17" EAST 49.88 FEET; THENCE NORTH 82°44'28" EAST 58.48 FEET; THENCE SOUTH 89°40'30" EAST 136.00 FEET TO THE WESTERLY LINE OF SUNVIEW ESTATES PRUD PHASE 1, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTHERLY ALONG SAID SUBDIVISION THE FOLLOWING (4) COURSES: (1) SOUTH 00°04'17" WEST 94.68 FEET, (2) SOUTH 06°46'39" EAST 60.21 FEET, (3) SOUTH 00°04'15" WEST 121.01 FEET, AND (4) SOUTH 02°40'02" WEST 99.62 FEET TO A SECOND BOUNDARY LINE AGREEMENT ALSO DESCRIBED IN SAID DOCUMENT; THENCE WESTERLY THE FOLLOWING TWO COURSES ALONG AN EXISTING FENCE LINE AND ALONG SAID SECOND BOUNDARY LINE AGREEMENT: (1) NORTH 89°40'30" WEST 897.50 FEET, AND (2) SOUTH 87°08'00" WEST 280.43 FEET (280.0 FEET BY RECORD) TO AN EXISTING FENCE LINE; THENCE NORTH 00°09'00" WEST ALONG SAID FENCE LINE 663.44 FEET TO A POINT ON THE FIRST OF SAID BOUNDARY LINE AGREEMENTS; AND THENCE SOUTH 89°48'00" EAST ALONG AN EXISTING FENCE LINE AND THE FIRST OF SAID BOUNDARY LINE AGREEMENTS 516.45' TO THE POINT OF BEGINNING.

CONTAINING: 541,198 SQ. FT. (12.42 ACRES) (22 LOTS)

SUNVIEW ESTATES PHASE 3

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON AN EXISTING FENCE LINE AND BOUNDARY LINE AGREEMENT DESCRIBED IN ENTRY 638849, BOOK 940, PAGE 312, OF DAVIS COUNTY RECORDS, SAID POINT BEING LOCATED SOUTH 00°04'17" WEST ALONG SECTION LINE 757.88 FEET AND NORTH 89°48'00" WEST 112.67 FEET ALONG SAID FENCE LINE FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 00°04'17" WEST 275.40 FEET; THENCE NORTH 89°40'27" WEST 136.00 FEET TO THE EAST LINE OF A STREET; THENCE SOUTH 82°44'28" WEST 58.48 FEET TO THE WEST LINE OF SAID STREET; THENCE SOUTH 00°04'17" WEST 49.88 FEET; THENCE SOUTHEASTERLY 40.40 FEET ALONG THE ARC OF A 199.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°37'54" (CHORD BEARS SOUTH 05°44'40" EAST 40.33 FEET); THENCE NORTH 89°55'43" WEST 270.85 FEET TO THE EAST LINE OF A STREET; THENCE NORTH 88°08'49" WEST 58.23 FEET TO THE WEST LINE OF SAID STREET; THENCE NORTH 89° 55'43" WEST 123.94 FEET; THENCE NORTH 05°39'57" WEST 180.90 FEET; THENCE NORTH 00°04'17" EAST 191.93 FEET TO INITIAL FENCE LINE AND BOUNDARY LINE AGREEMENT; AND THENCE SOUTH 89°48'00" EAST ALONG SAID LINE 661.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 226,021 SQ. FT. (5.19 ACRES)(15 LOTS)

EXHIBIT “B”

The following **trees** may be planted in the park strip:

Any Flowering Plum

Any Flowering Cherry

Any Flowering Pear

American Red Bud

Flowering Crabapple (all nonweeping
varieties acceptable)

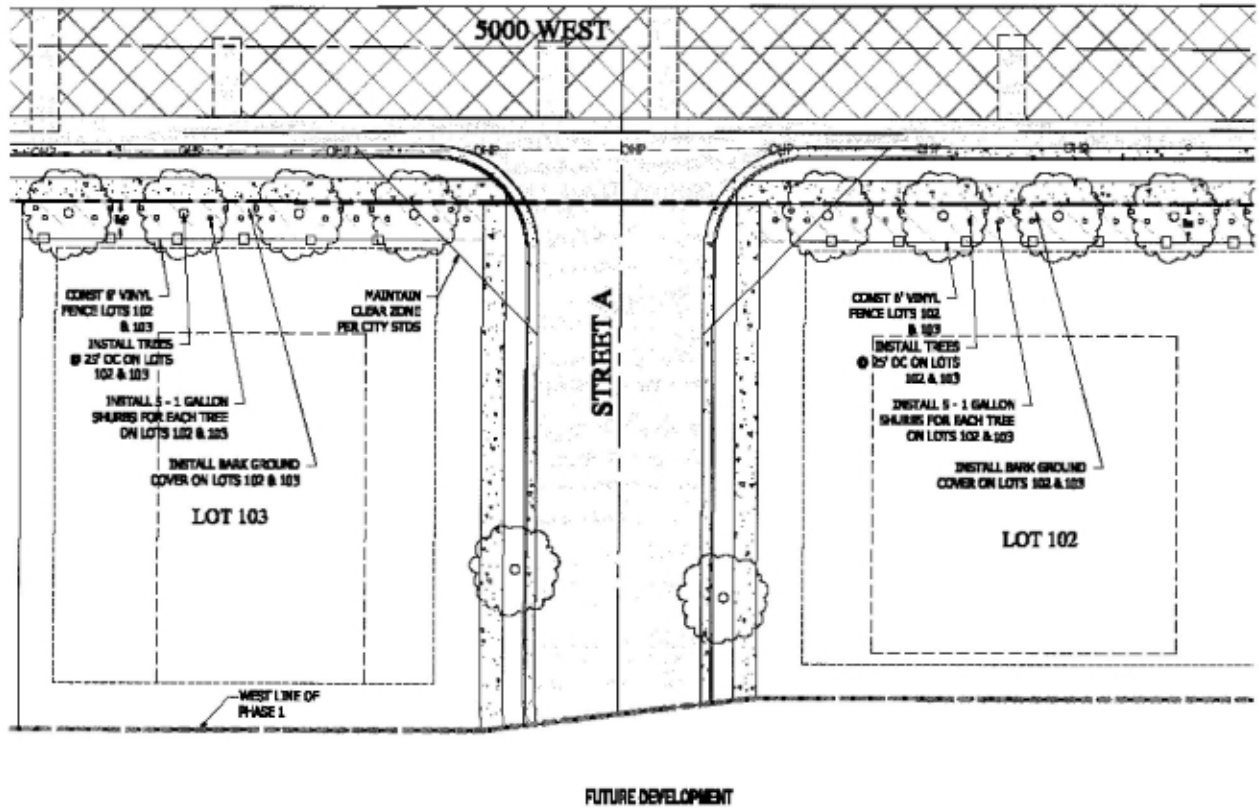
Carriere Hawthorn (*Crataegus carrierei*)

Paul Sarlet Hawthorn

Washington Hawthorn (*Crataegus
phaenopyrum*)

Any other tree from the West Point City
approved tree list by approval of the
Declarant.

EXHIBIT "C"



LANDSCAPE PLAN - LOTS 102 & 103