



W2702369

WHEN RECORDED, MAIL TO:
HWL Edgewater, LLC
500 N. Market Place Drive, Suite 201
Centerville, UT 84014

E# 2702369 PG 1 OF 27
ERNEST D ROWLEY, WEBER COUNTY RECORDER
12-SEP-14 3:23 PM FEE \$86.00 DEP TOT
REC FOR: HWL EDGEWATER LLC

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective as of this 11 day of September 2014, by Edgewater Homeowners Association, a Utah nonprofit corporation, fka Edgewater Beach Resort Phase 1 HOA, Inc. (the "Association"), HWL Edgewater, LLC ("Declarant") and each of the existing condominium Owners set forth on the signature page hereto. This Declaration amends and replaces in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Edgewater Beach Resort Condominiums Phase One, dated May 17, 2011 and recorded in the office of the Weber County Recorder as Entry # 2527345 (the "Original Declaration").

LLK

20-145-0001 to 0031

RECITALS

A. Edgewater Subdivision is a residential community located in Huntsville, Utah, Weber County (the "County"), and includes that certain real property described in *Exhibit "A"*, attached hereto and incorporated herein (the "Property");

B. Pursuant to the Original Declaration, the then Owner of the Property imposed certain conditions, covenants, restrictions and created other property and contract rights burdening and benefiting the Property;

C. Declarant purchased the Property (less the 4 existing condominium units located on the Property) from Celtic Bank Corporation ("Celtic") on or about the date of this Declaration;

D. In connection with the purchase of the Property by Declarant from Celtic, Celtic assigned to Declarant all rights, title and interest as declarant under the Original Declaration;

E. Prior to and in connection with Declarant's acquisition of the Property, the subdivision plat was amended to include single-family and townhome lots and additional Common Areas; and

F. Pursuant to Section 15.2 of the Original Declaration, the Original Declaration may be amended by a vote of at least seventy-five percent (75%) of the total number of Units and the declarant; and

G. To accommodate the amended plat and to further protect the value and attractiveness of the Property, the Association, the Declarant and each of the current condominium Owners desire to establish this Declaration.

**DECLARATION OF COVENANTS, CONDITIONS,
AGREEMENTS & RESTRICTIONS**

NOW, THEREFORE, the undersigned hereby declare, for the reasons cited above, that all of the Units (as defined below) and Property shall be held, sold used and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Units and the Property, and be binding on all parties having any right, title or interest in the Units, the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (as defined below) thereof:

**ARTICLE 1
DEFINITIONS**

1.1 **"Association"** means the Edgewater Homeowners Association, Inc., a Utah nonprofit corporation.

1.2 **"Board of Directors" or "Board"** means the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Utah corporate law.

1.3 **"Common Area(s)"** shall mean any/all real property owned by the Association and any improvements thereon for the common use and enjoyment of the Members and shall include the Condominium Common Area.

1.4 **"Condominium Common Area"** means the mechanical room, crawl space, stairwell, and parking area for the condominium building.

1.5 **"Conveyance"** shall mean and refer to conveyance of a fee simple title to any Unit.

1.6 **"County"** Weber County, Utah.

1.7 **"Declarant"** means HWL Edgewater, LLC, a Utah limited liability company.

1.8 **"Deed of Trust"** shall mean the conveyance of any Unit or other portion of the property to secure the performance of an obligation.

1.9 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions.

1.10 **"Developer"** means Henry Walker Development of Northern Utah, LLC, a Utah limited liability company.

1.11 **"Member"** means every person or entity who holds membership in the Association pursuant to Article 3.3.

1.12 **"Owner"** means the Owner of record, whether one or more persons or entities, of fee, equitable, or beneficial title to any Unit. Owner shall include the purchaser of a Unit under

an executory contract for purchase. The foregoing definition does not include persons or entities who hold an interest in any Unit as security for the performance of an obligation.

1.13 **"Person"** means any individual, corporation, partnership, firm or association of individuals however styled or designated.

1.14 **"Property"** means the real property described in *Exhibit "A"* attached to this Declaration, together with all improvements located thereon.

1.15 **"Street"** means a thoroughfare within the Subdivision which has been reserved by dedication unto the Association or Owners to be used as private access to serve the Units platted within the Subdivision and complying with the adopted street cross section standards of the County.

1.16 **"Subdivision"** means the Property and improvements for the purpose whether immediate or future for offer, sale, lease, and/or development as depicted on the plat attached hereto as *Exhibit "B"*.

1.17 **"Unit"** means a portion of the Property, intended for independent Ownership and use and, whether improved or unimproved, as an individual lot on the record survey, which may be independently owned and conveyed, by any Person and which is intended for development, use, and illustration as a residence, whether single-family detached, townhome, condominium or otherwise or as a commercial, retail, office or other similar use.

ARTICLE 2 PROPERTY

2.1 **Common Areas.** Subject to this Declaration and rules promulgated by the Board of Directors from time to time, every Owner shall have a right and nonexclusive easement of reasonable use, access, and enjoyment in and to the Common Areas. Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to lessee of such Unit. Common Areas may include: pool, spa, children's pool, club house, play ground, park, sport or other activity courts, reception area, exercise room, conference room, landscaping, gazebo, grass areas, fire pit, entry monuments, parking areas, structures, boundaries, fences/walls, gates, streets and other similar amenities.

2.2 **No Partition.** Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property which may or may not be subject to this Declaration.

2.3 **Condemnation.** If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total votes in the Association and of the Declarant (as

long as the Declarant owns any property), by any authority having the power of condemnation or eminent domain each Owner shall be entitled to written notice prior to disbursement of any award or proceeds. The award made for such taking or proceeds of such conveyance shall be payable to the Association to be disbursed as follows:

(a) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Declarant (so long as the Declarant owns any property), and Members representing at least 67% of the total vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.2(d) regarding funds for the repair of drainage or destruction shall apply.

(b) If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete then such award or net funds shall be disbursed to the Association and used for such purposes as the Board may determine.

ARTICLE 3 HOMEOWNERS' ASSOCIATION

3.1 Establishment of Association. The Association is a Utah non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws, and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason be amended, changed or otherwise interpreted so as to be inconsistent with this Declaration. In the event of any conflict or inconsistency between this Declaration and the Articles, Bylaws, or Association rules, this Declaration shall control.

3.2 Purpose of Association. The purpose of the Association is: (1) to maintain and improve the Property Common Areas; (2) to enforce this Declaration; and (3) to further the best interests of the Owners.

3.3 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all Co-Owners shall share the privileges of such membership as one Member applicable to that Unit subject to reasonable Board regulation and restrictions on voting set forth in Section 3.4 and in the Bylaws and all such Co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

3.4 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A" Members shall be all Owners except the Class "B" Member, if any and shall have one equal vote for each Unit to which they are the Owner.

(b) The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration, the Bylaws and the Articles of Incorporation, are specified in the relevant sections of this Declaration. The Class B Member shall have: (i) three (3) votes for each Unit it owns; and (ii) the right to appoint the members of the Board of Directors during the Control Period. After termination of the Control Period, the Members, voting together as a single class, shall have the right to appoint the members of the Board of Directors in accordance with the provisions of this Declaration.

3.5 Assessments. Membership dues and assessments shall be collected for each Unit in accordance with the following:

(a) Each Owner is obligated to pay: (1) regular assessments for normal maintenance and repair and reserves, as well as Association insurance and operating costs; and (2) special assessments for capital improvements, with such assessments to be established by the Association.

(b) The Association shall, on an annual basis, make a determination of the estimated costs of the repair and maintenance of the designated Common Areas as shown on the survey of record or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. The regular assessments for all Units will be the same in any given year, without regard to the amount of acreage in each Unit, so that assessments shall be charged to each Owner on a uniform flat fee basis per Unit owned. The assessments will be collected on a monthly basis. The Association shall prepare an annual budget and also an annual accounting of monies received and disbursed. Any amounts collected by the Association which are not expended during any fiscal year shall be carried over to the subsequent year and/or maintained as reserves by the Association. Any budget surplus carried over to a subsequent year shall not have the effect of lowering the subsequent year's annual assessment. Nothing in this provision shall limit the Association's authority to set the amount of the regular assessment.

(c) Each Owner shall be responsible to pay the regular assessment which will be assessed as of the date of recording of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the Unit. The Owner acquiring his or her interest during the calendar year shall be obligated for a pro rata portion of the assessment. The Association or Declarant shall not be responsible for comparable assessments on each Unit owned by them. Regular assessments shall be fixed by the Association on an annual calendar year basis. Any division of an original Unit shall be considered a separate Unit subject to a separate assessment and entitled to a separate vote in the Association. If an original Unit is divided in accordance with this Declaration, then each newly created Unit shall be assessed the pro rated amount of the assessment for all other Units in the Property (regardless of Unit size) at the time of the division and will become subject to all the terms and conditions stated in this Declaration. In each year following the year of the division, the newly created Unit shall be assessed the full amount assessed all other Units in the Property. The Association shall fix the amount of the regular assessment at least thirty (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Board of Directors.

(d) The Association may set special assessments if the Association determines, by a special balloting of the Association's members, that such is necessary to meet the purposes of the Association. Approval of any special assessment requires at least a 67% affirmative vote of the Members entitled to vote at a meeting where the number of votes cast at a minimum constitutes 50% of the total Ownership of the Association. Any special assessments shall be charged on a uniform per Unit basis.

(e) In addition to the regular and special assessments set forth in this Section 3.5, each purchaser of a Unit shall pay a transfer and initial set up fee at the time of purchase of a Unit in an amount set by the Board of Directors from time to time.

(f) All assessments, transfer fees, late payment penalties and charges, if any, together with interest, all as set by the Association, and costs and reasonable attorney's fees shall be a lien on the Unit subordinate only to a first mortgage or first deed of trust on such Unit and may be foreclosed in the same manner as a deed of trust under Utah law. Each Owner shall be personally responsible for his or her share of assessments imposed by the Association. Assessments shall be binding upon and inure to each Owner's assigns and successors and the obligation to pay the same shall be a continuing lien on the Unit.

3.6 Powers of the Association. In addition to the rights and powers of the Association set forth in the Articles and Bylaws of the Association, the Association shall have the following rights and powers:

3.7 Maintain Common Areas. The Declarant will, within a reasonable time, convey to the Association, title to the Common Areas. If taxes are levied on any of the Common Areas within the Property, they shall be assessed equally to each property Owner. Prorations shall be observed if Ownership changes at any time during the tax year. The Common Areas shall be maintained in accordance with this Declaration. The Board may promulgate rules and regulations regarding the use of Common Areas from time to time. All responsibilities for the maintenance of and/or costs associated with the maintenance of common amenities associated with or found within the Common Areas shall be paid for by Association through the means of collection prescribed herein. All property Owners understand that the Association does not own or exercise any control over the water rights from the existing irrigation structures and piping installed throughout the Property. All property Owners further understand that the Association is powerless in seeking to have said water rights assigned. In the event the Association does not maintain the Common Areas and improvements as proposed and indicated at the time of subdivision, the County may at its option, do or contract to have done the required maintenance and recover the costs incident thereto by means of a lien against the involved properties of the Members.

(a) Rights of Enforcement. The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association shall have the right to enter upon a Unit, if reasonably necessary, in order to take such action. The Association may also take such action as the Association deems appropriate to fulfill its duties referred to in this Declaration, the Bylaws and the Articles. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of the

Declaration. In addition, the Association shall have the right to enforce at law or in equity, all liens and charges now or hereafter imposed by the provisions of this Declaration. If the Association or any Owner prevails in any proceeding, the Association or such Owner, as applicable, is entitled to judgment against the breaching Owner or Member for all costs and reasonable attorneys' fees associated with the action. Failure by the Association to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Maintenance of Liens. In the event any portion of any Unit is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of surrounding Units or in the event any portion of a Unit is being used in a manner which violates this Declaration, or in the event any Owner fails to perform any of its obligations (including failure to pay assessments) under this Declaration or the rules, guidelines and standards of the Board, the following shall apply:

(i) The Board may give notice of a violation to the offending Owner that unless corrective action is taken within ten (10) days, the Board may cause such action to be taken at said Owner's costs. If at the expiration of said ten-day (10) period of time the required corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken, and the cost thereof shall be assessed against such Owner.

(ii) If the assessed cost is not paid by such Owner within thirty (30) days, the amount of the cost plus interest, collection costs and reasonable attorneys' fees, constitutes a lien upon the Owner's Unit and upon the recording of notice of the lien by the Board, it is a lien upon the Owner's Unit in priority position to all other liens and encumbrances, recorded or unrecorded, except (1) tax and special assessment liens on the Owner's Unit in favor of any assessing unit or special improvement district, and (2) encumbrances on the Owner's Unit recorded prior to the date such notice is recorded.

(iii) The Board in cases of extreme hardship may release any such lien if it received other security for the payment of the delinquent costs, which it deems sufficient to protect the interests of the Association.

3.8 Easements Reserved. In addition to the easements shown on the recorded plat for the Property or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

(a) Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit for the purpose of performing maintenance and determining whether or not the Unit is in compliance with this Declaration. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit. The right of entry granted by this subsection is in addition to the Association's enforcement rights and applies only to Units upon which the Association has maintenance responsibilities as provided for in this Declaration.

(b) Easement for Encroachment. If any part of the Common Areas encroaches on a Unit, an easement for the encroachment and for maintenance shall exist. If any part of a Unit encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Plat; settling, rising, or shifting of the earth; or changes in position caused by good faith mistakes in the repair or reconstruction of the project.

(c) Utility Easements. The Association or any public utility provider shall have an easement over all Units for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Unit and all Improvements therein shall be maintained continuously by the Owner of the Unit of the Association in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

3.9 Easements Reserved to Declarant.

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the plat as "public utility easement," or otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

(e) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space

and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(f) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Board.

(g) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(h) Declarant further reserves unto itself, for itself and any builder or developer and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Property.

(i) The Declarant will take reasonable steps, and will ensure that any builder or developer takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

3.10 Board of Directors. The Association shall be governed by a Board of Directors which shall conduct the affairs of the Association. The Board of Directors is elected annually by the Association's membership in accordance with the Bylaws of the Association. Pursuant to the Bylaws, the Board shall be composed of not less than three (3) directors and not more than (7) with staggered terms of three (3) years. In the event an election of directors results in an equal number of votes for a candidate, the then existing Board members shall decide the winner. In order to hold any office or be eligible to vote on any matter presented to the Association's membership, an Owner must have paid in full all outstanding amounts owed to the Association (including annual assessments, special assessments, late payment penalties, interest, costs (including expenses of labor and materials), court-awarded damages, legal fees, and attorney's fees) and be in compliance with all provisions of this Declaration and all rules and regulations of the Association.

3.11 Powers of the Board. The Board shall have the power to adopt Bylaws and to appoint officers, who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association; the Board may also appoint various committees to assist with these duties. The Board shall have all of the powers set forth in the Articles and Bylaws of the

Association, as well as enforce this Declaration and promulgate reasonable rules and regulations relating to matters within the Association's purpose.

3.12 Liability and Indemnification. As further set forth in the Bylaws of the Association, neither the Association, nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, or performed intentionally and with malice. The Association shall indemnify and advance the costs of any director of the Board, officer or committee member who is made a party to any proceeding resulting from such person's position with the Association or performance of such person's duties on behalf of the Association.

ARTICLE 4 MEMBERSHIP

4.1 Membership in Association. Each and every Owner, in accepting a deed or contract for any Unit, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from Ownership of the Unit. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of Ownership of such Unit, whether by intestate succession, testamentary disposition, foreclosure of a deed of trust or a mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Utah. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Unit owned.

4.2 Transfer of Membership. The membership held by any Owner of a Unit shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Unit, and then only to the purchaser of such Unit, at which time his/her membership shall automatically cease and the successor Owner shall become a Member. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association. Membership in the Association is mandatory for all Owners.

4.3 Voting Rights. Each Member shall be entitled to one (1) vote for each Unit in which they hold the interest required by Section 3.4. When more than one person holds such interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

4.4 Record of Ownership. Every Owner shall properly cause to be filed of record the deed conveying Ownership of the Unit. The new Owner shall submit a copy of the deed to the

Association, which shall maintain a record of Ownership of the Units. Any Owner who mortgages his Unit or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the Association of the name and address of the mortgagee; and the Association shall maintain all such information in the record of Ownership.

ARTICLE 5 ARCHITECTURAL COVENANTS

5.1 Management Committees. The Board of the Association shall, as it deems necessary, establish committees to assist in fulfilling the purposes of the Association. The committee members shall serve at the leisure of the Board. If no committees are appointed by the Board, the Board shall serve as such committee. Action by any committee shall require a majority vote of the committee members and approval of the Board. Committees may include, but not be limited to:

(a) Architectural Control Committee. The Architectural Committee shall oversee the construction, reconditioning, remodeling, landscape design, fencing, or any other improvement project on the Property or any Unit. Prior to the commencement of a project on a Unit, the new Owner must submit a plan to the Architectural Control Committee. The Committee shall respond with an approval or disapproval as required in this Declaration in writing within fourteen (14) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within fourteen (14) calendar days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully complied with. Liability for non-compliance with this Declaration should not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

5.2 Dwelling Size and Quality.

(a) Dwelling Quality. All construction shall be comprised of new materials. All improvements on a Unit shall be made, constructed and maintained, and all activities on a Unit shall be undertaken, in compliance and conformity with all laws and ordinances of the City, County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

(b) ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING, AS OUTLINED IN ARTICLE 5.1(a) OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1000.00 FINE, WHICH MAY BE LEVIED AS A LEIN, AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE.

5.3 Sheds and Outbuildings. It is understood that no out buildings such as swimming pool dressing facilities, sheds, garages, etc., may be constructed on any Unit unless they are in conformity with the requirements found in this Declaration and are approved by the Architectural Control Committee.

5.4 Fences, Walls and Hedges. All fences or walls should be kept to a minimum to encourage the use of the Common Areas and aesthetics. The use of hedges are encouraged, but are required to be in conformance with the guidelines found in this Section 5 as well as any and all landscape requirements found herein or as promulgated by the Board. Any fence or wall constructed on any Unit must be approved by the Architectural Control Committee and be constructed in conformity to the following guidelines:

(a) Material. All fences or walls shall be of brick, stone, wrought iron, rough-sawn cedar, or vinyl. No fence or walls shall be constructed of chain link, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee. Fences bordering the Common Areas shall be of the same construction, style, color, and brand as determined by the Architectural Control Committee. Fences along corner property boundaries shall not be permitted to be up against the sidewalk. Said fences shall be at least 1 foot from the sidewalk and shall be located on the Owner's property.

(b) Height. Any fence, wall, hedge, or other similar structure (including without limitation, any topping of such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Units, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.

(c) Location. Unless approved by the Architectural Control Committee, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any Unit closer than four (4) feet back on the residential structure on said Units. Where said hedge, fence or wall is located along the boundary line between two adjoining Units, it shall be erected no more than four (4) feet back on the residential structure that is furthest from the street.

5.5 Landscaping.

(a) Initial Landscaping. All Owners are required to landscape all front and side yards (to the rear of the home) in a manner accepted and approved by the Architectural Control Committee. The Owner shall begin landscaping within 3 months of builder's receipt of a Certificate of Occupancy from the City (weather permitting), or in the event that weather doesn't permit commencement of landscaping to begin the Owner shall begin by April 30th. In either case, all of the landscaping requirements referenced herein shall be completed within 6 months of commencement. Initial landscaping of the Common Areas shall be exempt from these time restrictions.

(b) Subsequent Landscaping. Owners may make minor modifications to landscaping on their Unit without prior consent of the Architectural Control Committee provided that such changes are consistent with the plans submitted to and approved by the Committee for the initial landscaping and are consistent with this Declaration. In the event an Owner desires to make substantial or significant changes to the landscape on their Unit such Owner is required to submit plans to the Committee and receive approval.

(c) Approval. Owners are required to submit landscaping plans detailing all trees, plants, and grass locations; planters, rocks, berms, and retaining locations to be used to the Architectural Control Committee prior to commencement of any work. The Committee shall have the authority to disapprove any landscape practices including but not limited to extraordinary landscape treatments (i.e. lava rock gardens in park strips or other similar practices). The Committee will respond with an approval or disapproval as required in these covenants in writing within ten (10) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) calendar days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully complied with. Liability for non-compliance with said restrictions and covenants should not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

(d) Maintenance of Landscape. Any trees planted within public rights-of-way shall comply with the City's ordinances and approved tree species list (if it exists, is applicable &/or required). All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Architectural Control Committee and in accordance with this Declaration.

5.6 Drainage. Generally, the side and rear property lines are deemed drainage easements, and no Unit shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the Unit to and from adjoining land. In the event it becomes necessary to change the established drainage over a Unit, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any Unit shall contain weep holes or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The Owner of the Unit shall continuously maintain the sloped areas of each Unit and all improvements in them, except for those improvements for which a public authority, utility company or the Association is responsible. Federal, State, and possibly local laws may prohibit any alteration of waterways unless a joint permit is first obtained from the U S. Army Corps of Engineers and/or the State Division of Water Rights. Prohibited activities include (without limitation) filling, leveling, clearing, grading, and constructing roads and other improvements. Each Owner of a Unit, by accepting a deed to the Unit or any Ownership interest in the Unit, agrees to comply with all laws and regulations concerning stream alteration and releases the Association from any responsibility or liability relating to existence of said channel.

ARTICLE 6 USE RESTRICTIONS

The use of the Property, including but not limited to, all Units and Common Areas is subject to the following restrictions:

6.1 Land Use. Each Unit shall be used as a single private residence only (either detached single-family residence, townhome or condominium), and no pre-existing structure of any kind shall be moved from any other location and placed upon said Unit. No Unit shall be subdivided or partitioned, except that fractional Unit ownership or "Timeshare Interest" as that

term is defined in Utah Code Ann. § 57-19-2(17), as amended shall be permitted, so long as such use is permitted by zoning regulations applicable to the Property.

6.2 Nuisance. No Owner or resident, or their family members, guests or invitees shall create or maintain a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

6.3 Temporary Structures. No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Committee. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence, either temporarily or permanently.

6.4 Energy Conservation Equipment. No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Property without the prior written consent of the Architectural Control Committee.

6.5 Commercial or Business Use. Except for certain areas designated on the plat for the Property and activities of the Developer or Declarant, no commercial trade or business may be conducted in or from any part of the Property, including Common Areas unless:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence;
- (b) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained;
- (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property;
- (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Committee.; and
- (e) the business actually conducted on a Unit or from a residential unit does not involve any employees except family members living in the residential unit.

The terms trade or business shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family whether or not the provider receives a fee, compensation, or other form of consideration (i.e. for-profit or non-profit), regardless of whether such activity is engaged in full

or part-time, such activity is intended to or does generate a profit or benefit a non-profit cause, or a license is required therefore. For the avoidance of doubt, trade or business includes: (1) lessons, practices and other group activities for a profit or gain; (2) hospitals, clinics, correctional facilities (youth and/or adult) or other facilities for the treatment or care of any disability or illness (including alcohol/drug related, sex offenders and/or mental disabilities) and (3) non-profit activities such as churches, club and rehabilitation and/or half-way services.

6.6 Leasing/Renting Residence. Owners may lease or rent a Unit and any improvements thereon, or any portion thereof so long as such lease complies with the zoning and other regulations applicable to the Property. The Owner shall remain liable for all assessments during the lease period. The Owner shall secure from the Lessee a written agreement to abide by all of the covenants, conditions and restrictions contained in this Declaration and the Owner shall furnish the Association an executed copy of such written agreement. The intent of this restriction is, among other things, to maintain consistency in the Property and prevent abuses of the Common Areas by non-permanent residents.

6.7 Storage and Parking of Vehicles. Motor Vehicles in the Property shall be subject to the parking rules and regulations adopted by the Board from time to time. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways for more than thirty (30) days. Such vehicles that are properly licensed and in running condition may be stored on side of the Unit if properly screened from view behind a 6' privacy fence. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Unit, building or parking space, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on or about any of the Common Areas or Public Rights of Way, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

6.8 Aerials, Antennas, and Satellite Systems. No ham radio, citizens band or radio, or other similar radio receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view of any other Unit. Notwithstanding the foregoing, the following types of antenna devices are permissible (collectively, the "Permissible Antenna Devices"):

- (a) Digital satellite dishes (less than one meter in diameter);
- (b) Antennas designed to receive broadband radio or broadband internet service (less than one meter in diameter);
- (c) Antennas designed to receive local television broadcasts (placement no more than 24" above roofline);

(d) The Permissible Antenna Devices should be placed toward the rear of the home where possible to minimize visual exposure to the street; provided however, if installation in the rear of the home imposes unreasonable expense or delay or precludes reception of an acceptable quality signal, then the Permissible Antenna Device may be placed in a location necessary to receive an acceptable signal

6.9 Signs. No sign of any kind shall be displayed to the public view on any Unit except one sign of not more than five square feet advertising the property for sale; or signs (of any size) used by a builder to advertise the property during the construction and sales period unless otherwise authorized by the Architectural Control Committee in writing.

6.10 Pets. No more than two (2) domestic pets per Unit are allowed unless the Board grants a variance in writing. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or about the property. Residents with pet(s) shall abide by the pet rules and regulations adopted by the Board from time to time. No pet may be allowed to create a nuisance. The following activities are deemed to be a nuisance: (a) pets outside a Dwelling Unit and not in a fenced yard or in a cage or on a leash and under the control of the pet Owner or his designee at all times; and (b) Pets in violation of the rules and regulations. Pets, which constitute a nuisance, in the sole opinion of the Board, must be removed from the Property. No dog will be allowed to roam unattended in the Property. Dogs shall be kept in the house, a dog run, kennel, or a fenced yard. All dog runs or kennels shall be screened off and out of the direct view from any street, and should be in the rear yard of the home. At other times, dogs shall be on a leash and under the direct control and supervision of the Owner.

6.11 Laws. Nothing shall be done or kept in, on or about any Unit or Common Area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

6.12 Damage or Waste. No damage to, or waste of, the Common Area shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or an invitee; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee or any other Owner.

6.13 Common Area Structural Alterations. No structural alteration to the Common Area or facilities is allowed without the prior written consent of the Board.

6.14 Repair of Buildings & Improvements. No building(s) or improvement(s) upon any Unit shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

6.15 Mail Boxes. The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city. The Owner is solely responsible to obtain instructions for proper mailbox location from said entities.

6.16 Refuse & Disposal. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in the sanitary containers. All

containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.17 Excavations & Completing Improvements. No excavation shall be made on any Unit except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

ARTICLE 7 INSURANCE

7.1 Assessments. Funding of insurance shall be provided from the assessments as provided for in Section 3.5.

7.2 Required Insurance. If reasonably available, the Association shall secure and at all times maintain the following insurance coverage:

(a) Property Insurance. A blanket property insurance using the standard "Special" or "All Risk" building form covering the Common Areas.

(b) Liability Insurance. A liability insurance policy protecting the Association from liability for bodily injury and property damage.

(c) Director's and Officers' Insurance. A policy of insurance protecting the officers and directors of the Association.

(d) Other Insurance. Any other policy of insurance that the Board of Directors deems necessary.

7.3 Insurance on Owner Unit. Each Owner shall purchase and maintain adequate liability and property insurance on their respective Unit, dwelling, improvements, personal property and contents. The Association shall have no duty or responsibility to procure or maintain insurance for any Unit, improvements thereon, or any contents thereon. The foregoing provisions shall not be construed to limit the power or authority of the Association, Committee or Owners to obtain and maintain insurance coverage, in amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

ARTICLE 8 MISCELLANEOUS

8.1 Covenants Run With Land. This Declaration is being recorded to establish and continue the general plan for the use of the Property in order to protect and enhance the value and desirability of the Property. All of the property described in *Exhibit "A"* herein below is declared to be held, sold, encumbered, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity binds himself/herself or itself, and his/her/its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions,

rules, and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each person or entity by so doing acknowledges that this Declaration sets forth a general plan for the development, sale and use of the Property and that all of the restrictions, conditions, covenants, rules and regulations run with the land and are binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees, and transferees. Furthermore, each such person or entity understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Each and every Unit and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of sixty (60) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

8.2 Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

8.4 Amendment. This Declaration may be amended or terminated by an affirmative vote of at least 67% of the total allowable votes of all Units, which vote may be taken at a duly called meeting, or individually in person. Any amendment approved shall be written, signed, and recorded against the Units.

8.5 Waiver. The Board shall have the right to allow variances and grant exceptions where the strict interpretation of this Declaration would cause undo hardship serving no public purpose.

8.6 Association's Exemption. Nothing herein shall be construed as prohibiting the Association from engaging in activities which the Association deems appropriate to its purpose as specified in Section 3.2 hereof.

8.7 Legal Fees and Costs. The Board of Directors may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment and/or to enforce any other provision of this Declaration, or any rule or regulation of the Association. Any judgment rendered in any such action shall include the amount of the delinquency, interest at the rate of twelve percent (12%) per annum from the date of delinquency, the amount of damages proven, any appropriate order or mandate of the Court, court fees, and reasonable attorney's fees which are incurred by the prevailing party as fixed by the Court.

IN WITNESS WHEREOF, CELTIC BANK CORPORATION has executed, delivered and recorded this Amendment as of the date and year first above written.

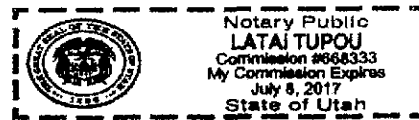
CELTIC BANK CORPORATION,

By: Reese S Howell Jr.
Name: Reese S Howell Jr.
Title: CEO

STATE OF UTAH)
: ss.
County of Salt Lake

On this 25th day of September 2013, personally appeared before me Reese Howell whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is an Officer of Celtic Bank Corporation and that said document was signed by him in behalf of said Corporation by authority of its bylaws (or of a Resolution of its Board of Trustees), and said Reese Howell acknowledged to me that said Corporation executed the same.

[Signature]
NOTARY PUBLIC



IN WITNESS WHEREOF, James T. Roberts has executed, delivered and recorded this Amendment as of the date and year first above written.

By: James T. Roberts by:
Name: James T. Roberts
Rene S. Howell under POA

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 21 day of September 2013, personally appeared before me James T. Roberts whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, acknowledged to me that he executed the same.



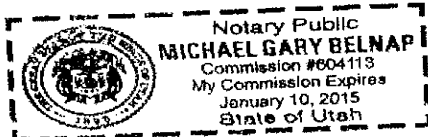
Rene S. Howell
NOTARY PUBLIC

IN WITNESS WHEREOF, Katherine B. Roberts has executed, delivered and recorded this Amendment as of the date and year first above written.

By: Katherine B. Roberts by:
Name: Katherine B. Roberts
Rene S. Howell under POA

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 21 day of September 2013, personally appeared before me Katherine B. Roberts whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, acknowledged to me that she executed the same.



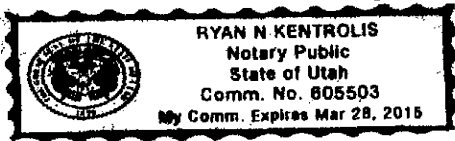
Rene S. Howell
NOTARY PUBLIC

IN WITNESS WHEREOF, Jeffrey W. Shugars has executed, delivered and recorded this Amendment as of the date and year first above written.

By: [Signature]
Name: Jeffrey W. Shugars

STATE OF UTAH)
 : SS.
County of WEBER)

On this 26th day of September 2013, personally appeared before me Jeffrey W. Shugars whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, acknowledged to me that he executed the same.



[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF, Kristina Shugars has executed, delivered and recorded this Amendment as of the date and year first above written.

By: [Signature]
Name: Kristina Shugars



STATE OF UTAH)
 : SS.
County of WEBER)

On this 26th day of September 2013, personally appeared before me Kristina Shugars whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, acknowledged to me that she executed the same.

[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF, Edgewater Homeowners Association Inc. has executed, delivered and recorded this Amendment as of the date and year first above written.

EDGEWATER HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: Megha De Leon
Name: Megha De Leon
Title: Director

STATE OF UTAH)
: ss.
County of Davis)

On this 11 day of September 2019, personally appeared before me Megha De Leon whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that she is an Officer of Edgewater Homeowners Association, Inc. and that said document was signed by him in behalf of said Association by authority of its bylaws (or of a Resolution of its Board of Trustees), and said Megha De Leon acknowledged to me that said Association executed the same.



[Signature]
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

EXHIBIT A

20-134-0001 To

0005

THE LEGAL DESCRIPTION FOR THE PARCEL TO BE KNOWN AS EDGEWATER BEACH RESORT PHASE 1 IS AS FOLLOWS:

A PART OF THE SOUTH WEST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY U-79 40.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTERLINE OF SAID HIGHWAY, WHICH IS 243.88 FEET NORTH 0°28'48" EAST ALONG THE SECTION LINE FROM THE SOUTH WEST CORNER OF SAID SECTION 13 AND ALIGNED THENCE NORTH 17°25'48" EAST 230.61 FEET THENCE SOUTH 88°34'22" EAST 180.00 FEET THENCE NORTH 8°22'54" EAST 37.50 FEET THENCE SOUTH 88°09'54" EAST 80.00 FEET THENCE SOUTHERLY ALONG THE RISE OF A 378.34 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 32.00 FEET (CENTRAL ANGLE EQUALS 10°48' AND LONG CHORD BEARS SOUTH 8°52'58" WEST 78.00 FEET) THENCE SOUTH 88°54'54" WEST 73.42 FEET THENCE SOUTH WESTERLY ALONG THE ARC OF A 111.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 14.22 FEET (CENTRAL ANGLE EQUALS 7°22'02" AND LONG CHORD BEARS SOUTH 8°14'51" WEST 14.22 FEET) THENCE SOUTH 78°59' WEST 22.87 FEET THENCE SOUTHEASTERLY ALONG THE ARC OF A 61.49 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 27.74 FEET (CENTRAL ANGLE EQUALS 28°50'41" AND LONG CHORD BEARS SOUTH 11°32'52" EAST 27.80 FEET) THENCE SOUTHEASTERLY ALONG THE ARC OF A 118.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 84.00 FEET (CENTRAL ANGLE EQUALS 4°42'22" AND LONG CHORD BEARS SOUTH 48°08'21" EAST 86.78 FEET) THENCE SOUTHEASTERLY ALONG THE ARC OF A 1001.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 80.00 FEET (CENTRAL ANGLE EQUALS 4°24'34" AND LONG CHORD BEARS SOUTH 70°17'20" EAST 78.36 FEET) THENCE SOUTH 19°58'10" WEST 67.85 FEET THENCE SOUTH 70°45'21" EAST 32.24 FEET THENCE SOUTH 88°28'48" EAST 78.32 FEET TO THE RIGHT OF WAY LINE OF STATE D-39 (40.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTERLINE OF SAID HIGHWAY) THENCE TWO (2) COLLINES ALONG SAID NORTHERLY RIGHT OF WAY LINE AS FOLLOWS: NORTHWESTERLY ALONG THE ARC OF A 1888.24 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 80.82 FEET (CENTRAL ANGLE EQUALS 2°28'00" AND LONG CHORD BEARS NORTH 71°47'58" WEST 85.81 FEET) AND THENCE NORTH 80°43'56" WEST 318.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 86,668.5 SQ FT OR 1.984 ACRES.

27 30 54 10 332271.25 47

EN 2527345 PG 35 OF 36

EXHIBIT B

20-013-0020

A part of the Southwest quarter of Section 13, Township 8 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Northernly right of way line of State Highway U-39 (40.00 feet perpendicular distance Northernly from the centerline of said highway), which is 243.88 feet North 0° 25' 44" East along the section line from the southwest corner of said section; thence North 0° 25' 44" East 550.00 feet to the section line to the Southernly line of Pineview Reservoir right of way thence four (4) centers along said Southernly line as follows: North 82° 12' 30" East 325.76 feet; South 79° 03' 30" East 3.1970 feet; South 38° 45' 20" East 101.60 feet to the 1/4th section line and an existing fence line and South 0° 20' 30" West 85.00 feet along said 1/4th section line and existing fence line to said Northernly right of way line of State Highway U-39 (40.00 feet perpendicular distance Northernly from the centerline of said highway); thence two (2) courses along said Northernly right of way line as follows: Northwestery along the arc of a 1859.86 foot radius curve to the right a distance of 374.12 feet (central angle equals 172° 48' and long chord bears North 76° 27' 51" West 378.49 feet) and North 20° 33' 36" West 418.64 feet to the point of beginning, LESS AND EXCEPTING THE LAND DESCRIBED IN EXHIBIT A ABOVE.

