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BK 6172 PG 343

After Recording Return To:  
7730 S. Union Park Ave - Ste 130  
Midvale, UT 84047

E: 2840926 B 6172 P 343-356  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/29/2014 10:48 AM  
FEE \$130.00 Pgs: 14  
DEP RTT REC'D FOR SYRACUSE CITY

**MASTER DECLARATION OF RESTRICTIVE COVENANTS  
FOR**

Ph-5 12-811-0501 draw 0571 **STILL WATER LAKE ESTATES**  
A Master Planned Community **D**

pt. 12-106-0050

**THIS MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR STILL WATER LAKE ESTATES**, is made and executed as of the date set forth below, by IRBEN DEVELOPMENT, LLC ("Declarant"), Brighton Benchmark Development, LLC ("Brighton"), and SWLW1 LLC ("SWLW") (collectively Declarant, Brighton, and SWLW are referred to as "Project Owners").

**RECITALS**

A. Project Owners are the record owners of that certain tract of property located in Syracuse City, Davis County, Utah more particularly described in **Exhibit "A"**, attached hereto and by reference made a part hereof ("Property").

B. Project Owners have entered into a Development Agreement with Syracuse City, dated July 3, 2014 (the "Development Agreement"), in order to establish a common scheme for the development of the Property and for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property in order to enhance and improve the value of the Property. The Property is a part of a master planned development in Syracuse City referred to herein as Still Water Lake Estates.

C. The Declarant intends to sell to various purchasers the fee title to portions of the Property, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Property described herein and the owners thereof, their successors and assigns, and to act in compliance with the Development Agreement.

D. These covenants, conditions, restrictions, easements and limitations are intended to run with the land comprising the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each of Declarant, the Project Owners, and their respective successors and assigns and are imposed upon the Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

NOW, THEREFORE, for the benefit of the Property and in consideration of the terms and conditions herein, the receipt and sufficiency of which is hereby acknowledged, the Project Owners and Declarant hereby execute this Declaration.

## ARTICLE I. DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

### **Section 1.01 *Development Agreement***

"Development Agreement" means that agreement between Declarant, Project Owners and Syracuse City dated July 3, 2014.

### **Section 1.02 *Declarant***

"Declarant" shall mean and refer to Irben Development, LLC, and/or any successors to said company which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Property (or a portion thereof) as did its predecessor. Declarant shall not mean any other owner of land within the Property or any other Project Owner.

### **Section 1.03 *Declaration***

"Declaration" means this Declaration of restrictive covenants, as amended from time to time.

### **Section 1.04 *Governing Documents***

"Governing Documents" means this Declaration, the Development Agreement and any other Sub-Declaration developed, adopted and recorded for use in any Sub-areas, together with any governing documents for a Sub-Association which is established under a Sub-Declaration.

### **Section 1.05 *Project Owners***

"Project Owners" shall mean and refer to IRBEN DEVELOPMENT, LLC, Brighton Benchmark Development, LLC and SWLW 1 LLC, and/or any successors to said companies which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Property (or a portion thereof) as did its predecessor.

### **Section 1.06 *Property***

"Property" means that real property described at Exhibit A.

### **Section 1.07 *Sub-area***

"Sub-area" means any discreet and distinguishable neighborhood development which is approved and established under the direction of Declarant and the Project Owners. It is anticipated that there will be two (2) Sub-areas within the Property, namely "Still Water Lake Estates" and "The Cottages at Still Water". The Sub-areas are expressly identified at Exhibit B, attached hereto and by reference made a part hereof. No other Sub-areas shall be established except with the consent of both the Declarant and the Project Owner of the applicable Sub-area. Sub-areas may have Sub-Associations and varying housing types.

### **Section 1.08 *Sub-Association***

"Sub-Association" means an association of owners in a Sub-area.

### **Section 1.09 *Sub-Declaration***

"Sub-Declaration" means a declaration of covenants, conditions, and restrictions for a Sub-area.

## **ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION**

### **Section 2.01 *Property Subject***

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is the Property.

All of the Property shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of Declarant and each Project Owner thereof.

## **ARTICLE III. PROPERTY RIGHTS IN SUB-AREAS**

### **Section 3.01 *Easements Shown on the Plat***

The Property shall be subject to the easements shown in any plat and as required or reserved in the Development Agreement. Each of the Project Owners shall, upon request of another Project Owner grant such easements for utilities, pipelines, or access thereto as may be reasonably necessary for the development of the Sub-area owned by the requesting Project Owner. Any such easements shall be reasonably limited to areas of roadways, other public or private easements and areas that will not detract from or damage the portion of the Property owned by the other Project Owner. The grant of such easements shall not be unreasonably withheld or delayed.

## **ARTICLE IV. MAINTENANCE OF PARKS, COMMON AREAS, TRAILS AND OTHER FEATURES SPECIFIED UNDER DEVELOPMENT AGREEMENT**

### **Section 4.01 *Project Owner and Sub-Association Responsibility***

Each Sub-area and its owners shall be responsible for the maintenance, repair, and replacement of all common areas, parks, trail landscaping and other common neighborhood features or improvements approved for and included within the Sub-area, as such common areas, parks, trail landscaping and common neighborhood features ("common features") are approved and required by Syracuse City and Declarant pursuant to and in compliance with the Development Agreement. Each Project Owner shall be responsible for the creation of such Sub-Associations and other means which are necessary for collection of funds and payment for and performance of such maintenance, repair and replacement of all such common features within such Project Owner's respective Sub-area.

Public trails which are dedicated to Syracuse City will be maintained by Syracuse City pursuant to the requirements of the Development Agreement. All landscaping surrounding a public trail which is within the development area of a Sub-area as set forth at Exhibit B, shall be maintained, repaired and replaced as provided hereinabove, as part of the common features established for the Sub-area.

Pursuant to Section 4.4 of the Development Agreement, each Project Owner which is the reputed owner of, creates, develops or establishes a Sub-area, or the successor thereof, and the Sub-Association created therefore shall be responsible for, and shall contribute such amounts as may be required for the maintenance, repair and replacement of such common features of the Sub-area until such Project Owner owns less than forty percent (40%) of the Sub-area, at which time the Project Owner shall only be required to pay the required assessments, based on lot or unit ownership, of the

Sub-Association established for the purpose of ownership, maintenance, repair and replacement of such common features.

No other Sub-Association or Project Owner shall have any responsibility for the maintenance, repair and replacement of common features contained within a Sub-area not owned by such Sub-Association or Project Owner.

**Section 4.02 Maintenance Area**

Declarant and the Project Owners have each agreed that the Project Owner for the Sub-area known as The Cottages at Still Water will install the landscaping, curb, gutter, trail of that area described and depicted at Exhibit C (the "Maintenance Area"), attached hereto and by reference made a part hereof, pursuant to the requirements of the Development Agreement, and the Sub-Association for the Sub-area known as Still Water Lake Estates will maintain the Maintenance Area (which is not taken over by the governing body) in perpetuity. The Governing Documents of the Sub-areas known as Still Water Lake Estates and The Cottages at Still Water shall each contain such provisions as are necessary to effectuate the provisions of this Section 4.02 as between the respective Sub-Associations.

**Section 4.03 Enforcement**

Declarant's right to enforce the maintenance obligations of this Article IV by assessment shall be limited solely to a default by a Project Owner or Sub-Association under those maintenance obligations contained in Sections 4.01 and 4.02 hereof and only after providing such defaulting Project Owner thirty (30) days written notice and reasonable opportunity to cure.

**Section 4.04 Rights in Sub-areas**

No Project Owner or their respective assigns within a Sub-area shall have any rights of use or access to any of the common areas or improvements within the Sub-area of another Project Owner or its assigns. In other words, no owner of any portion of the Property comprised of the Sub-area known as Still Water Lake Estates shall have any rights to access in or use of any portion of the Property comprised of Sub-area known as The Cottages at Still Water. Likewise, no owner of any portion of the Property comprised of the Sub-area known as The Cottages at Still Water shall have any rights to access in or use of the common areas or properties comprising the Sub-area known as Still Water Lake Estates.

**ARTICLE V. SKI LAKES AND COTTAGES COMMON AREA**

**Section 5.01 Private Maintenance-Ski Lakes**

The ski lakes referred to and described at Exhibit B and in the Development Agreement shall be privately owned and maintained, repaired and replaced by the designated owners of lots within the Still Water Lake Estates Sub-area pursuant to a separate Sub-Association to be established by the Project Owner which owns that portion of the Property. No other Sub-Association or Project Owner shall have responsibility for any such maintenance of common features or ski lakes within that Sub-area, and the Project Owner and individual property owners having rights therein shall be responsible for the maintenance, repair, and replacement of the ski lakes.

**Section 5.02 Private Maintenance-Cottages**

The separate improvements and common areas within the Sub-area identified as The Cottages at Still Water shall be privately owned and maintained, repaired and replaced by the designated owners of lots or housing units within The Cottages at Still Water Sub-area pursuant to a separate

Sub-Association to be established by the Project Owner which owns that portion of the Property. No other Sub-Association or Project Owner shall have responsibility for any such maintenance of common features or improvements and facilities within that Sub-area, and the Project Owner and individual property owners having rights therein shall be responsible for the maintenance, repair, and replacement of the common area facilities and improvements thereof.

**Section 5.03 Enforcement**

Declarant's right to enforce the maintenance obligations of this Article V by assessment shall be limited solely to a default by a Project Owner or Sub-Association under those maintenance obligations contained in Sections 5.01 and 5.02 hereof and only after providing such defaulting Project Owner thirty (30) days written notice and reasonable opportunity to cure. Declarant may also assign such right of enforcement by assessment to any Sub-Association who, in Declarant's reasonable discretion, has been negatively impacted by such other Sub-Association's failure to perform its maintenance obligations.

**ARTICLE VI. MOSQUITO ABATEMENT**

**Section 6.01 Compliance with Davis County Mosquito Abatement**

Each Sub-Association shall comply with the requirements of the Davis County Mosquito Abatement District ("District").

**ARTICLE VII. SUB-ASSOCIATIONS**

**Section 7.01 Sub-Associations**

The Sub-Declarations, and any bylaws, rules and regulations governing a Sub-Association shall be consistent with the terms and provisions of this Declaration, but may be more restrictive. The provisions of this Declaration shall govern in any conflict between a Sub-Declaration and this Declaration. The Governing Documents of the Sub-areas known as Still Water Lake Estates and The Cottages at Still Water shall each contain such provisions as are necessary to effectuate the provisions of this Declaration regarding Declarant's, or Declarant's assignee's, where applicable, right of enforcement by assessment of the maintenance obligations of such Sub-Associations. The Project Owner of a Sub-area shall establish a Sub-Association for purposes of paying for the maintenance, repair and replacement of the common features and the landscaping of public trails within the Sub-area. Each Sub-Association shall be a stand-alone, self-sufficient entity having the obligation and the authority over its Sub-area neighborhood for the common features (as that phrase is used hereinabove) and such other undertakings as are established for the Sub-area and Sub-Association.

If any Sub-Association defaults in its maintenance obligations as set forth in Sections 4.01, 4.02, 5.01 and/or 5.02 hereof, Declarant shall have the right to enforce, by assessment or as otherwise provided herein, such obligations. Declarant's foregoing rights of enforcement shall be limited to and exercised by Declarant in conformity with Sections 4.03 and/or 5.03, as applicable.

**ARTICLE VIII. DECLARANT RIGHTS**

**Section 8.01 Rights of Declarant**

In addition to any other rights under the Declaration, as long as Declarant owns at least one (1) lot within the Still Water Lake Estates Sub-area, Declarant shall have the right to approve all amendments to any Sub-Declaration in such Sub-area only.

## ARTICLE IX. COMPLIANCE AND ENFORCEMENT

### Section 9.01 *Compliance*

Each Project Owner or any owner of land within a Sub-area or the Property, shall comply with the provisions of this Declaration and any Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statutes. Failure to comply therewith shall be grounds for an action or suit maintainable by the Declarant against a Project Owner or any land owner.

### Section 9.02 *Remedies*

Subject to any limitation imposed under the Governing Documents or Utah law, Declarant, after thirty (30) days written notice and reasonable opportunity to cure, may bring an action against a Project Owner, Sub-Association or owner of land within a Sub-area who is in default of the Governing Documents to recover damages or to enjoin, abate, or remedy such thing or condition of default by appropriate legal proceedings.

## ARTICLE X. AMENDMENT

### Section 10.01 *Amendments*

- (a) Approval Required. Except as otherwise provided in this Declaration, this Declaration may only be amended in respect to the Property by approval of both Declarant, so long as Declarant owns any lot or land within any Sub-area, and the Project Owners, so long as a Project Owner owns any land within the Property. If a Project Owner no longer owns any land within the Property and has not designated a successor, then twenty percent (20%) of the land owners within the Sub-area previously owned by the Project Owner may approve an amendment.
- (b) Execution and Recordation. An amendment shall not be effective until the amendment is signed and acknowledged by the required number of Project Owners, land owners and Declarant and is recorded in the Recorder's Office of Davis County, Utah.

## ARTICLE XI. MISCELLANEOUS PROVISIONS

### Section 11.01 *Invalidity; Number; Captions*

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

### Section 11.02 *Joint Owners*

In any case in which two (2) or more persons share the ownership of any land, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

### Section 11.03 *Lessees and Other Invitees*

Lessees, invitees, family members and other persons entering the Property under rights derived from a Project Owner shall comply with all of the provisions of this Declaration and shall be

responsible, the same as a land owner for payment of assessments and compliance with this Declaration. The owner of any such land shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the owner.

**Section 11.04 Nonwaiver**


Failure by Declarant to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**Section 11.05 Waiver, Precedent and Estoppel**

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by Declarant by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of Declarant as to any similar matter.

IN WITNESS WHEREOF, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the 19 day of December, 2014.


**DECLARANT and PROJECT OWNER:**  
IRBEN DEVELOPMENT, LLC

  
\_\_\_\_\_  
Its Manager

**PROJECT OWNER:**  
SWLW 1 LLC

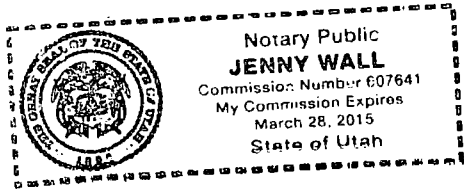
  
\_\_\_\_\_  
Its Manager

**PROJECT OWNER:**  
BRIGHTON BENCHMARK DEVELOPMENT, LLC

  
\_\_\_\_\_  
Its Manager

STATE OF UTAH )  
                                          ) <sup>DAVIS</sup> SS:  
COUNTY OF SALT LAKE )

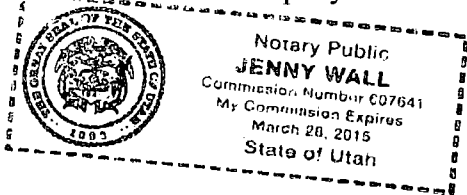
On the 10 day of DEC, 2014, acknowledged before me by Mark Thayne,  
as the Manager for Irben Development, LLC, a Utah limited liability company, for and on behalf of  
said company.



Jenny Wall  
Notary Public

STATE OF UTAH )  
                                          ) <sup>DAVIS</sup> SS:  
COUNTY OF SALT LAKE )

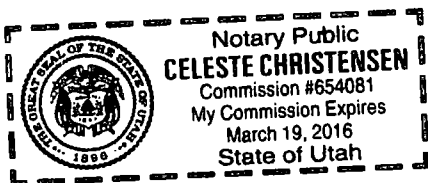
On the 10 day of Dec, 2014, acknowledged before me by  
Mark Thayne, as the Manager for SWLW 1 LLC, a Utah limited liability company, for  
and on behalf of said company.



Jenny Wall  
Notary Public

STATE OF UTAH )  
                                          ) SS:  
COUNTY OF SALT LAKE )

On the 19<sup>th</sup> day of December, 2014, acknowledged before me by  
Nathan W. Popstrey, as the Manager for BRIGHTON BENCHMARK DEVELOPMENT, LLC,  
a Utah limited liability company, for and on behalf of said company.




Celeste Christensen  
Notary Public



**ASSIGNMENT AND CONSENT**

SWLW1 LLC, a Utah limited liability company hereby assigns to NUCO DEVELOPMENT INC, ("NUCO"), all of the interest, rights, responsibilities and obligations it has as an Owner under the Development Agreement and as a Project Owner under this Declaration and NUCO hereby consents to and accepts such assignment. NUCO also hereby consents to the recordation of this Declaration as to the portion of the Property owned by it.

**ASSIGNOR:**  
SWLW1 LLC

By: 

Name: MARK THAYNE

Its: Manager

**ASSIGNEE:**  
NUCO DEVELOPMENT INC

By: 

Name: Mark Thayne

Its: President

**ASSIGNMENT AND CONSENT**

IRBEN DEVELOPMENT, LLC, a Utah limited liability company hereby assigns to NUCO DEVELOPMENT INC, ("NUCO"), all of the interest, rights, responsibilities and obligations it has as an Owner under the Development Agreement and as The Declarant under this Declaration and NUCO hereby consents to and accepts such assignment. NUCO also hereby consents to the recordation of this Declaration as to the portion of the Property owned by it.

**ASSIGNOR:**

IRBEN DEVELOPMENT, LLC

By: *M. Thayne*

Name: MARK THAYNE

Its: Manager

**ASSIGNEE:**

NUCO DEVELOPMENT INC

By: *M. Thayne*

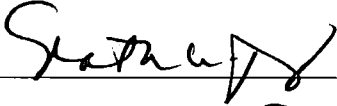
Name: Mark Thayne

Its: President

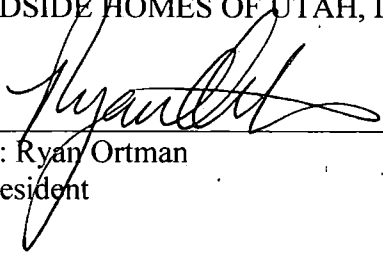
**ASSIGNMENT AND CONSENT**

Brighton Benchmark Development, LLC, a Utah limited liability company hereby assigns to Woodside Homes of Utah, LLC, a Utah limited liability company ("Woodside"), all of the interest, rights, responsibilities and obligations it has as an Owner under the Development Agreement and as a Project Owner under this Declaration and Woodside hereby consents to and accepts such assignment. Woodside also hereby consents to the recordation of this Declaration as to the portion of the Property owned by it.

**ASSIGNOR:**  
BRIGHTON BENCHMARK DEVELOPMENT, LLC

By:   
Name: Nathan W. Papp  
Its: Manager

**ASSIGNEE:**  
WOODSIDE HOMES OF UTAH, LLC

By:   
Name: Ryan Ortman  
Its: President

**EXHIBIT A**  
**Real Property Description**

The real property referenced is located in the City of Syracuse, Davis County, Utah, and is more particularly described as follows:

Parcel 1

SWLW1 LLC Parcel

A part of the Southwest quarter of Section 22, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Beginning at a point which is North 0°12'25" East 33.00 feet along the quarter section line and South 89°53'47" West 1136.30 feet parallel to the South Section line from the South Quarter corner of said Section 22; and running thence South 89°53'47" West 1484.65 feet to a point which is 33 feet East of the West line of said Section 22; thence North 0°11'36" East 792.00 feet parallel to the West line of said Section 22; thence North 89°53'47" East 1484.84 feet; thence South 0°12'25" West 792.00 feet to the point of beginning.

Parcel 2

Irben Development, LLC Parcel

A PART OF THE SW 1/4 OF SEC 22-T4N-R2W, SLM; BEG AT A PT WH IS N 0°12'25" E 33.00 FT ALG THE 1/4 SEC LN FR THE S 1/4 COR OF SD SEC 22 & RUN TH S 89°53'47" W 1136.30 FT PARALLEL TO THE S SEC LN; TH N 0°12'25" E 792.00 FT; TH N 89°53'47" E 1136.30 FT TO THE 1/4 SEC LN; TH S 0°12'25" W 792.00 FT ALG THE 1/4 SEC LN TO THE POB. CONT. 20.66 ACRES.

Parcel 3

Brighton Benchmark Development, LLC Parcel

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS SOUTH 89°59'22" EAST 100.0 FEET ALONG SECTION LINE AND NORTH 00°11'53" EAST 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 22, AND RUNNING THENCE NORTH 00°11'53" EAST PARALLEL WITH QUARTER SECTION LINE 1403.41 FEET ALONG THE EAST LINE OF THE DAVIS COUNTY PROPERTY RECORDED AS BOOK 1212, PAGE 717 OF THE DAVIS COUNTY RECORDERS OFFICE TO THE SOUTH LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID PARCEL (2) COURSES AS FOLLOWS: (1) SOUTHEASTERLY 488.92 FEET ALONG THE ARC OF A 11,125.00 FOOT RADIUS CURVE TO THE LEFT OF A CENTRAL ANGLE OF 02°31'05" (CHORD BEARS SOUTH 69°18'52" EAST 488.88 FEET) TO A POINT OF TANGENCY, AND (2) SOUTH 70°34'24" EAST 1104.66 FEET TO THE WEST LINE OF THE JENSEN BROTHERS DAVIS COUNTY PROPERTIES LLC PARCEL AS PER ENTRY 2184690, BOOK 4077, PAGE 102; THENCE SOUTH 00°1'53" WEST 863.58 FEET ALONG SAID WEST LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE NORTH RIGHT OF WAY LINE OF GENTILE STREET (3700 SOUTH STREET); THENCE NORTH 89°59'22" WEST ALONG THE NORTH LINE OF SAID STREET 1501.00 FEET TO THE SOUTHEAST CORNER OF SAID DAVIS COUNTY PROPERTY AND THE POINT OF BEGINNING.

CONTAINING 1,694,564, SQ. FT. (38.90 ACRES)

**EXHIBIT B**

Sub Area Legal Descriptions identified

**Sub Area known as Still Water Lake Estates shall consist of:**

Parcel 1

SWLW1 LLC Parcel

A part of the Southwest quarter of Section 22, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Beginning at a point which is North 0°12'25" East 33.00 feet along the quarter section line and South 89°53'47" West 1136.30 feet parallel to the South Section line from the South Quarter corner of said Section 22; and running thence South 89°53'47" West 1484.65 feet to a point which is 33 feet East of the West line of said Section 22; thence North 0°11'36" East 792.00 feet parallel to the West line of said Section 22; thence North 89°53'47" East 1484.84 feet; thence South 0°12'25" West 792.00 feet to the point of beginning.

Parcel 2

Irben Development, LLC Parcel

A PART OF THE SW 1/4 OF SEC 22-T4N-R2W, SLM; BEG AT A PT WH IS N 0°12'25" E 33.00 FT ALG THE 1/4 SEC LN FR THE S 1/4 COR OF SD SEC 22 & RUN TH S 89°53'47" W 1136.30 FT PARALLEL TO THE S SEC LN; TH N 0°12'25" E 792.00 FT; TH N 89°53'47" E 1136.30 FT TO THE 1/4 SEC LN; TH S 0°12'25" W 792.00 FT ALG THE 1/4 SEC LN TO THE POB. CONT. 20.66 ACRES.

**Sub Area known as The Cottages at Still Water shall consist of:**

Parcel 3

Brighton Benchmark Development, LLC Parcel

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS SOUTH 89°59'22" EAST 100.0 FEET ALONG SECTION LINE AND NORTH 00°11'53" EAST 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 22, AND RUNNING THENCE NORTH 00°11'53" EAST PARALLEL WITH QUARTER SECTION LINE 1403.41 FEET ALONG THE EAST LINE OF THE DAVIS COUNTY PROPERTY RECORDED AS BOOK 1212, PAGE 717 OF THE DAVIS COUNTY RECORDERS OFFICE TO THE SOUTH LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID PARCEL (2) COURSES AS FOLLOWS: (1) SOUTHEASTERLY 488.92 FEET ALONG THE ARC OF A 11,125.00 FOOT RADIUS CURVE TO THE LEFT OF A CENTRAL ANGLE OF 02°31'05" (CHORD BEARS SOUTH 69°18'52" EAST 488.88 FEET) TO A POINT OF TANGENCY, AND (2) SOUTH 70°34'24" EAST 1104.66 FEET TO THE WEST LINE OF THE JENSEN BROTHERS DAVIS COUNTY PROPERTIES LLC PARCEL AS PER ENTRY 2184690, BOOK 4077, PAGE 102; THENCE SOUTH 00°1'53" WEST 863.58 FEET ALONG SAID WEST LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE NORTH RIGHT OF WAY LINE OF GENTILE STREET (3700 SOUTH STREET); THENCE NORTH 89°59'22" WEST ALONG THE NORTH LINE OF SAID STREET 1501.00 FEET TO THE SOUTHEAST CORNER OF SAID DAVIS COUNTY PROPERTY AND THE POINT OF BEGINNING.

CONTAINING 1,694,564, SQ. FT. (38.90 ACRES)

Exhibit C

