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FARMINGTON PRESERVE MASTER ASSOCIATION  
c/o Richard S. Prows  
1070 Oakridge Circle  
Bountiful, Utah 84010

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FARMINGTON PRESERVE MASTER ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(the "Declaration") is made as of February 24, 1997, by Prows,  
Becknell & Alles, L.L.C., a Utah limited liability company  
("Declarant").

R E C I T A L S:

A. This Declaration governs certain real property and  
improvements that are part of a larger area consisting of  
approximately 123.676 acres located west of Highway 89 and south  
of Shepard Lane in the City of Farmington, County of Davis, State  
of Utah (the "Development Area"), as depicted on the plan  
attached as Exhibit "A" hereto (the "Master Plan").

B. The Development Area is divided into four areas as  
shown on the Master Plan: (1) a wetlands area (the "Wetlands  
Area"); (2) a commercial/residential/business development area  
(the "Project"); (3) a public park (the "Park Parcel"); and (4)  
approximately 3.15 acres owed by the City and dedicated for  
wetlands conservation purposes (the "City Property"). The  
Project is more particularly described on Exhibit "B" attached  
hereto.

C. The Project is divided into five zones (the "Project  
Zones") as depicted on the Master Plan: (1) the "R-4 Residential  
Zone A;" (2) the "R-4 Residential Buffer Zone;" (3) the "Business  
Park Zone;" (4) the "Commercial Zone;" and (5) the "Church Access  
Zone." The R-4 Residential Zone A and the R-4 Residential Buffer  
Zone are hereinafter collectively called the "Residential Zones."

D. The Project Zones are and may be divided into smaller  
parcels ("Lots").

E. Declarant is the owner of the Project. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Project and the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project.

F. Declarant hereby declares that all portions of the Project shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes.

I.

DEFINITIONS

Section 1. Articles. The term "Articles" shall mean the Articles of Incorporation of the Master Association as amended from time to time.

Section 2. Association Rules. The term "Association Rules" shall mean the rules and regulations regulating the use and enjoyment of the Common Area and otherwise governing the Master Association and the Project.

Section 3. Board. The term "Board" shall mean the duly elected Board of Trustees of the Master Association.

Section 4. Bylaws. The term "Bylaws" shall mean the Bylaws of the Master Association as amended from time to time.

Section 5. City. The term "City" shall mean Farmington City.

Section 6. Common Area. The term "Common Area" shall mean the R-4 Residential Buffer Zone which is owned by the Master Association for the common use and enjoyment of all of the Owners.

Section 7. County. The term "County" shall mean the County of Davis.

Section 8. Declarant. The term "Declarant" shall mean Prows, Becknell & Alles, L.L.C., a Utah limited liability company, and its successors and assigns, if such successors or assigns should acquire the entire Project from the Declarant for the purpose of development.

Section 9. Declaration. The term "Declaration" shall mean the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 10. Environmental Laws. The term "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws relating to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

Section 11. Governing Laws. The term "Governing Laws" shall mean all laws, ordinances, regulations, orders, judgements and other legislation pertaining to and governing the Project or the activity or matter in question.

Section 12. Governing Documents. The term "Governing Documents" shall mean (a) the Declaration, (b) the Master Development Agreement between the City and Declarant, (c) the Wetlands Development Agreement between the County and Declarant, (d) the Wetlands Easement among the City, the County and Declarant, (e) the Parkway Easement by Declarant in favor of the Owners, (f) the Inter-Developer Agreement among Declarant and other developers of the Project, (g) the Articles, (h) the Bylaws, (i) the Association Rules, and (j) the covenants, restrictions and all other agreements and instruments pertaining to and governing the foregoing or the Project or the activity or matter in question as may be amended from time to time.

Section 13. Improvement. The term "Improvement" shall mean any structure or appurtenance thereto of every type and kind, including but not limited to buildings, walkways, sprinkler pipes, garages, room additions, patio covers, swimming pools, spas, recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, antenna, edges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softening fixtures or equipment.

Section 14. Institutional Holder. The term "Institutional Holder" shall mean any holder (beneficiary) of a Senior Mortgage which encumbers any portion of the Project, which holder is a bank or savings and loan association or established mortgage

company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 15. Maintenance Area. The term "Maintenance Area" shall mean the Common Area and the median strip within the Parkway.

Section 16. Master Association. The term "Master Association" shall mean FARMINGTON PRESERVE MASTER ASSOCIATION, a Utah nonprofit corporation, its successors and assigns.

Section 17. Master Development Agreement. The term "Master Development Agreement" shall mean that certain Master Development Agreement dated as of October 16, 1996, between the City and Declarant, respecting certain obligations and restrictions associated with the Project.

Section 18. Member. The term "Member" shall mean those persons entitled to membership in the Master Association as provided in this Declaration and in the Articles and Bylaws.

Section 19. Mortgage. The term "Mortgage" shall mean any duly recorded and valid mortgage or deed of trust encumbering any portion of the Project.

Section 20. Owner. The term "Owner" shall mean the holder of record ownership of all fee title interests in a particular Project Zone and that party's successors and assigns of the ownership interest in the entire Project Zone, but not any portion thereof. If an entire Project Zone is governed by a Project Zone Owner Association, the Owner for that Project Zone shall be the Project Zone Owner Association. Declarant shall be an Owner for each Project Zone that Declarant owns in its entirety. No person, entity or association owning or governing any portion, but not all, of a Project Zone shall be an Owner for purposes of this Declaration. Persons or entities that hold an interest in a Project Zone merely as security for the performance of an obligation shall not be considered Owners.

Section 21. Parkway. The term "Parkway" shall mean the road designated as such on the Master Plan and in the Master Development Agreement.

Section 22. Parties. The term "Parties" shall mean the Declarant, the Owners, the Members, the Project Zone Owner Associations and all other persons or entities having rights and obligations under this Declaration.

Section 23. Project Zone Owner Association. The term "Project Zone Owner Association" shall mean any owner association

governing all of a Project Zone but not just a portion thereof.  
 Each Project Zone shall have one Project Zone Owner Association.

Section 24. Reimbursement Assessment. The term "Reimbursement Assessment" shall mean a charge against each Owner for the purpose of reimbursing the Master Association for any costs incurred by the Master Association on behalf of an individual Owner. A reimbursement assessment may also be levied by the Master Association for purposes of collecting any monetary penalties which may be imposed by the Master Association against an Owner who fails to comply with provisions of this Declaration or the Governing Documents.

Section 25. Senior Mortgage. The term "Senior Mortgage" shall mean any Mortgage that is (a) recorded against any portion of a Project Zone prior to any lien for delinquent assessments, claims or other encumbrances by the Master Association; and (b) either (i) is recorded prior to all other loans encumbering the Project Zone, or (ii) secures in excess of \$100,000 of debt associated with the Project Zone. Encumbrances for loans recorded in second or lower position shall not be Senior Mortgages without an express written subordination agreement from the Master Association which may be given or withheld in the Master Association's sole discretion.

Section 26. Toxic Materials. The term "Toxic Materials" shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" described in the "Environmental Laws."

Section 27. Trustees. The term "Trustees" shall mean the duly appointed members of the Board.

Section 28. Wetlands Easement. The term "Wetlands Easement" shall mean that certain "Wetlands Easement" among the City, County and Declarant respecting the use and maintenance of the Wetlands Area.

II.

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Project to enhance the value, desirability and attractiveness of the Project for the benefit of

all Owners. These covenants, conditions and restrictions are imposed upon Declarant, the Owners, the Project Zones and the Master Association. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only each original Owner, but also that Owner's successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

### III.

#### USE RESTRICTIONS

All real property within the Project shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 1. Governing Documents and Laws. Each portion of the Project shall be used subject to and in compliance with all Governing Documents and Governing Laws. The Governing Documents each impose certain obligations on the Project. To the extent that those Governing Documents impose specific obligations on certain Project Zones, the Owners associated with those Project Zones shall take all actions and pay all costs reasonably necessary to carry out those obligations as they apply to their specific Project Zones. Notwithstanding the foregoing, to the extent that any of the obligations under the Master Development Agreement are specifically identified therein as the responsibility of Declarant, Declarant shall be solely liable for the performance of those covenants.

Section 2. Signs. All signs, posters, displays, billboards and other advertising devices (collectively, the "Signs") and the conditions promulgated for the regulation thereof shall conform to the requirements of all Governing Documents and Governing Laws. The Owners shall have the right to place any Signs on their own respective Project Zones as the Owners may desire. The Association shall erect a sign for the entire Project at a location and in a style approved by the Board.

Section 3. Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from any Project Zone in violation of any Environmental Laws.

#### Section 4. Maintenance.

A. General. Each Owner shall take all actions and pay all costs necessary to maintain its Project Zone and the Improvements thereon in a safe, clean, sanitary, workable and attractive condition. The Master Association shall take all actions and pay all costs necessary to maintain the Maintenance

Area in a safe, clean, sanitary, workable and attractive condition.

B. Parkway Maintenance. The Master Association shall take all actions and pay all costs necessary to maintain the landscaping and irrigation in the Parkway median. Each Owner shall take all actions and pay all costs necessary to maintain the landscaping and irrigation along that portion of the frontage of the Parkway abutting that Owner's Project Zone.

Section 5. Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board, subject to the provisions of this Declaration limiting construction on portions of the Common Area.

#### IV.

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Master Association is organized as a Utah corporation under the Utah Nonprofit Corporation and Co-operative Association Act. The Master Association is charged with the duties and vested with the powers prescribed by law and set forth in the Master Association's Articles, Bylaws and this Declaration.

Section 2. Membership. The Owners of the Business Park Zone, the Commercial Zone and the R-4 Residential Zone A shall be the only three Members of the Master Association. The other Owners in the Master Association shall not be Members and shall have no right to vote. Membership shall be appurtenant to and may not be separated from the fee ownership or governance of any entire Project Zone which is subject to assessment by the Master Association. Transfer of an entire Project Zone shall automatically transfer membership in the Master Association. Transfer of a portion of a Project Zone shall not transfer membership in the Master Association.

Section 3. Voting Rights. Each Member shall be entitled to one vote for each Project Zone owned or governed by that Member. When more than one person holds an interest in any Project Zone, all such persons shall be entitled to all rights and privileges of membership. The vote for such Project Zone shall be exercised as its Owners collectively determine, but in no event shall more than one vote be cast with respect to any Project Zone.

#### Section 4. Vote.

A. Majority Vote. Any action by the Master Association which must have the approval of the Members of the

Master Association before being undertaken, shall require the vote or written assent of a majority of all the Members except as otherwise expressly set forth in this Declaration.

B. Unanimous Vote. Notwithstanding anything herein to the contrary, the following actions must have the unanimous approval of all of the Members before being undertaken:

- i. Any decision respecting the imposition, modification or other matters relating to any assessments contemplated in this Declaration;
- ii. Any amendments to this Declaration; and/or
- iii. Any other matters where a unanimous vote is specifically required by this Declaration.

Section 5. Vesting of Voting Rights. All voting rights which are attributable to a specific Project Zone pursuant to the terms of this Declaration shall not vest until such time as such Project Zone is subject to Annual Assessments pursuant to the terms of this Declaration.

V.

BOARD OF TRUSTEES

Section 1. Decisions.

A. Majority Vote. Any action by the Master Association which must have the approval of the Trustees before being undertaken, shall require the vote or written assent of a majority of all the Trustees except as otherwise expressly set forth in this Declaration.

B. Unanimous Vote. Notwithstanding anything herein to the contrary, the following actions must have the unanimous approval of all of the Trustees before being undertaken:

- i. Any decision respecting the imposition, modification or other matters relating to any assessments contemplated in this Declaration;
- ii. Any amendments to this Declaration; and/or
- iii. Any other matters where a unanimous vote is specifically required by this Declaration.



COVENANT FOR ASSESSMENTS

Section 1. Covenant to Pay Assessment. The Owners shall pay to the Master Association regular, special, emergency, reimbursement and other assessments as authorized by the Board. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity that was the Owner of such Project Zone at the time the assessment became due and shall run with the land associated with the Project Zone and be binding upon the Owner's successors in title unless extinguished by a Senior Mortgage as discussed below.

Section 2. Determination of Assessments. The amount and time of payment of the assessments against each Project Zone shall be determined by the unanimous consent of the Board. Assessments shall be levied against each Owner according to the ratio of number of acres owned by the Owner assessed to the total number of acres in the Project subject to assessments. In the event that the Master Association determines that any Owner will derive as much as 10 percent more than any other Owner in the value of common services supplied by the Master Association, the assessment against each Owner may be determined according to a formula or schedule under which the assessments against the various Project Zones bear a relationship which is equitably proportionate to the value of the common services furnished to those Project Zones.

Section 3. Effect of Nonpayment of Assessments; Remedies of the Master Association. Each Owner shall pay to the Master Association each and every of the assessments provided for in this Declaration and agrees to the enforcement of all such assessments in the manner herein specified. In addition, a late charge shall be assessed on any assessment not paid within 15 days after the date on which it becomes due. Such late charge shall not exceed 10 percent of the delinquent assessment. Any assessment, including late charges and previously accrued interest associated therewith and not paid within 30 days after the assessment becomes due shall thereafter bear interest at an annual percentage rate not to exceed 18 percent or the highest rate allowed by law, whichever is less. In the event attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay actual attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized

representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit. The Master Association may commence and maintain a suit at law against any Owner obligated to pay assessments for such delinquent assessments as to which that Owner is personally obligated. Such suit shall be maintained in the name of the Master Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien discussed below.

B. Enforcement by Lien.

i. Grant of Lien. The Owners hereby irrevocably grant, transfer and assign to First American Title Insurance Company and its successors and assigns ("Trustee"), with power of sale and right of entry and possession for the benefit of the Master Association, all of the Owners' respective Project Zones together with all rights, rents, issues, profits and other interests associated therewith. There is hereby created a claim of lien, with power of sale, on each and every Project Zone to secure payment to the Master Association of any and all assessments levied against any and all Owners and Project Zones pursuant to this Declaration, together with interest thereon as provided for in this Declaration, and all costs of collection which may be paid or incurred by the Master Association in connection therewith, including actual attorneys' fees.

ii. Exercise of Lien Rights. At any time after the occurrence of any delinquency in the payment of any such assessment, the Board or any authorized representative thereof may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien and any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within 10 days after delivery of such demand, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Master Association against the Project Zone of the defaulting Owner in the Office of the County Recorder of

the County. Such claim of lien shall be executed and acknowledged by any officer of the Master Association and shall contain substantially the following information:

- (1) The name of the record Owner;
- (2) The legal description of the Project Zone against which the claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and estimated attorneys' fees (with any proper offset allowed);
- (4) That the claim of lien is made by the Master Association pursuant to this Declaration;
- (5) That a lien is claimed against said Project Zone in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration; and
- (6) The name and address of the trustee authorized by the Master Association to enforce the lien by sale through non-judicial foreclosure.

Upon recordation of a duly executed original or copy of a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Master Association as a lien upon the Project Zone against which such assessment was levied.

iii. Foreclosure of Lien. Any such lien may be foreclosed by appropriate action in a court or in the manner provided under the Governing Laws for the foreclosure of a Mortgage with power of sale, or in any other manner permitted by the Governing Laws. The Board is hereby authorized to appoint its attorney, any officer or trustee of the Master Association, or any title company authorized to do business in the County as trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Master Association and shall be for the benefit of all other Project Zone Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien. The Master Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Project Zone. In the event such foreclosure is by action in Court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by the Governing Laws. Each Owner hereby expressly waives any

objection to the enforcement and foreclosure of this lien in this manner. Upon the timely curing of any default for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall cause an officer of the Master Association to file and record an appropriate release of such claim of lien in the office of the County Recorder of the County. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of a Project Zone. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of a claim of lien, whether judicially, by power of sale, or otherwise, until the expiration of 10 days after a copy of said claim of lien, showing the date of recordation thereof has been mailed to the Owner of the Project Zone described in such claim of lien.

iv. Lien Priority. Such a lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration, except for (a) tax liens for real property taxes on any Project Zone; (b) assessments on any Project Zone in favor of any municipal or other governmental assessing unit; and (c) Senior Mortgages.

Section 4. Effect of a Sale or Transfer on Assessments.  
The sale or transfer of any Project Zone shall not affect any assessment lien created pursuant to the term of this Declaration to secure assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments as provided for by Section 1 of this Article; provided, however, that the sale or transfer of any Project Zone pursuant to a judicial foreclosure or foreclosure by power of sale of a Senior Mortgage, or proceeding in lieu of foreclosure of a Senior Mortgage, shall extinguish any assessment lien which has attached and become effective with regard to the Project Zone being so transferred prior to the time of such sale or transfer, and shall prohibit the recordation of any assessment lien against such Project Zone on account of assessments which became due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interests of the purchaser at such sale which shall attach, be created and become effective and be foreclosed in accordance with this Declaration and which shall secure all assessments becoming due after the date of any such sale or transfer. In the event that all or any portion of an assessment is extinguished from a Project Zone under this Section, the Trustees shall have the right by unanimous vote, but not the obligation, to proportionately reallocate all or any portion of that extinguished assessment among the other Project Zones. For the purpose of this Section, a sale or transfer of a Project Zone shall occur on the date of

recordation of a deed or other instrument of title evidencing the conveyance of record title to the Project Zone. Notwithstanding the extinguishment of any assessment lien by a Senior Mortgage, that extinguishment shall not relieve the Owner originally responsible for the delinquent assessment secured by that lien for the obligation to pay that delinquent assessment to the Master Association. The Master Association shall execute and deliver a separate subordination agreement requested by any lender that holds a Senior Mortgage.

Section 5. Exempt Property. All property in the Project dedicated to and accepted by any public authority and the Common Area shall be exempt from the assessments created in this Declaration.

Section 6. Delivery by Owner. Each Owner shall, as soon as practicable before the transfer of title to the Project Zone or the execution of a real property sales contract, give to the prospective transferee a copy of this Declaration and copies of the Bylaws and Articles, and a true statement in writing from the Board as to the amount of any delinquent assessments and information relating to penalties, attorneys' fees and other charges authorized by this Declaration on the Project Zone as of the date the statement is issued.

Section 7. Delivery of Statement by Board. Upon written request, the Board shall, within 10 days of the mailing or delivery of such request, provide the Owner of a Project Zone with a copy of this Declaration and copies of the Bylaws and Articles, together with a true statement in writing as to the amount of any delinquent assessments, penalties, attorneys' fees and other charges authorized by this Declaration on the Project Zone as of the date of the request. The Board may impose a fee for providing such documents and statement, but in no event shall the fee exceed the reasonable cost to prepare and reproduce the requested documents.

## VII.

### DEFAULTS AND REMEDIES

Section 1. Default. An "Event of Default" shall occur under the Declaration if any Party fails to perform its obligations under this Declaration, any of the Governing Documents, or any other agreements affecting that Party's interest in or use of the Project where those obligations are due and the defaulting Party has not performed the delinquent obligations within 30 days following delivery to the delinquent Party of written notice of such delinquency (the "Notice of Default"). Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not

be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete. A default by any Party under any of the Governing Documents shall constitute an Event of Default under this Declaration.

Section 2. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all rights and remedies available in this Declaration, the Governing Documents, at law and in equity, including injunctive relief and specific performance. The Parties acknowledge that their obligations under this Declaration are unique and defaults may not be compensated by purely monetary damages. Those rights and remedies shall be cumulative. Under no circumstances, even an Event of Default, shall any Party have the right to terminate the Declaration or take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the other Parties or their respective portions of the Project that are not in default under this Declaration.

Section 3. Defaulting Party Right to Cure. Furthermore, the non-defaulting Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the non-defaulting Party for such costs of curing a default within 15 days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

Section 4. Third Party Right To Cure. Any Party that delivers or receives a Notice of Default shall, within three business days of such delivery or receipt, deliver a copy of that Notice to each of the other Parties. Following the delivery of such Notice of Default to such third Parties, any of those third Parties shall have the right, but not the obligation, to cure the default in question within the longer to occur of (a) 60 days after delivery of such Notice of Default to the third party seeking the cure; or (b) the cure period set forth in the Notice of Default. A cure effected by a third Party shall be accepted by all the other Parties as though made by the defaulting Party. If any third Party effects such cure, that third Party shall have the right to require the defaulting Party to reimburse that third Party for the reasonable costs (including attorneys' fees) incurred by that third Party in effecting that cure. The defaulting Party shall reimburse the curing third Party for those costs within 15 days following delivery to the defaulting Party of a written invoice and reasonable support documentation for the same.

**Section 5. No Cross-Defaults Among Parties.** If any Party shall create an Event of Default hereunder, only the defaulting Party shall be subject to remedies and none of the other Parties governed by this Declaration shall be deemed to be in default or be penalized in any manner. For example, if an Owner shall cause an Event of Default, the non-defaulting Parties may exercise their rights and remedies against the defaulting Owner, but shall not take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the other Parties that are not in default under this Declaration.

**Section 6. Limitation on Liability.** Notwithstanding anything in this Declaration to the contrary, no owner, trustee, officer, employee or agent of any Party shall have any personal, recourse or deficiency liability associated with this Declaration, any Project Zone or the Project.

**Section 7. Jurisdiction.** The Parties hereby agree that any judicial or arbitration action associated with the Declaration shall be taken in the courts within the jurisdiction where the Project is located.

#### VIII.

#### DUTIES AND POWERS OF THE MASTER ASSOCIATION AND BOARD

**Section 1. General Powers of the Master Association.** All powers relating to the management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the Project Zones, shall be vested in the Master Association and in its Board. The Master Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties as set forth in this Declaration. The Master Association, through its Board, shall have the authority to delegate its powers to committees, officers of the Master Association or its employees.

**Section 2. Contracts of the Master Association.** The Master Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as the Master Association may deem reasonable or necessary to operate and maintain the Project and the Common Area, and the improvements thereon and to discharge its other duties as herein provided.

**Section 3. Association Rules.** The Board shall also have the power to adopt, amend, and repeal such Association Rules and regulations as it deems reasonable. Upon completion of the

notice requirements, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby.

**Section 4. Entry Onto Project Zones.** The Master Association and its representatives shall have the right to enter upon any Project Zone to the extent such entry is reasonably justified and necessary in connection with the performance by the Master Association of its duties and responsibilities under this Declaration, including, without limitation, the construction, maintenance or effectuation of emergency repairs for the benefit of the Project Zones, the Common Area or for any of the Owners within the Project. The Master Association shall indemnify the Owners for any liability or damage arising from such entry.

IX.

**INSURANCE**

The Board shall obtain and continue in effect the types of insurance that it deems necessary for the Master Association.

X.

**DAMAGE AND DESTRUCTION AFFECTING COMMON AREA**

If all or any portion of the Common Area is damaged or destroyed by fire, or other casualty, then neither the Board, the Master Association, nor any agent or employee thereof shall be required or permitted to take any action to repair or rebuild the damaged portions or to cause the damaged portions to be repaired or rebuilt without the written consent of a majority of the Members.

XI.

**EMINENT DOMAIN**

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Area or the improvements thereon, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Owners in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Master Association and disbursed proportionately to the Owners in accordance with the



same percentages that assessments are allocated to the Owners. The rights of an Owner and the holder of a Senior Mortgage on any Project Zone as to such pro rata distribution shall be governed by the provisions of the Senior Mortgage encumbering such Project Zone.

## XII.

### ARCHITECTURAL CONTROL

Except to the extent required by the City or any other governmental agency, the Members, Board and Owners shall have no architectural controls over Project Zones in which they do not have an ownership interest. The Project Zones shall be owned, developed, maintained, operated and conveyed in accordance with applicable Governing Laws.

## XIII.

### NOTICES

In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner at the most recent address furnished by the Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Project Zone, and any notice so deposited in the mail within the County shall be deemed delivered 48 hours after such deposit. Any notice to be given to the Master Association may be delivered personally to any Trustee of the Board or delivered in such other manner as may be authorized by the Master Association. Any notice to be given to the Master Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within the County shall be deemed delivered 48 hours after such deposit.

## XIV.

### RIGHTS OF LENDERS

Notwithstanding any provisions to the contrary as may be provided elsewhere in this Declaration, Lenders shall have the following rights:

Section 1. Notice to Institutional Holders of Default. Any Institutional Holder of any Mortgage on a Project Zone shall be entitled to receive, upon written request to the Master Association, written notification from the Master Association of

any default by the Owner (trustor) of such Project Zone in the performance of such Owner's obligations under the Declaration or the Articles or Bylaws which is not cured within 30 days from the date of such default.

**Section 2. Assessments on Foreclosure.** Any Institutional Holder of any Senior Mortgage who obtains title to a Project Zone pursuant to the remedies provided in the Mortgage (but exclusive of a deed in lieu of foreclosure), or through foreclosure of the Senior Mortgage, shall not be liable for any claims for unpaid assessments or charges against such Project Zone which accrued prior to the acquisition of title to such Project Zone by the Institutional Holder of the Senior Mortgage.

**Section 3. Rights of Institutional Holders.** All Institutional Holders of Mortgages on individual Project Zones shall, upon written request to the Master Association, be entitled to:

A. Inspect the books and records of the Master Association during normal business hours;

B. Receive an annual financial statement of the Master Association within 90 days provided, however, that such statements shall be made available only if they have been prepared by the Master Association in the regular course of business, following the end of any fiscal year of the Master Association; and

C. Receive written notice of all meetings of the Members of the Master Association and shall be entitled to designate a representative to attend to all such meetings.

**Section 4. Payment of Taxes and Insurance Premiums.** Institutional Holders of Mortgages on Project Zones within the Project may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any Common Area, if any, and may pay overdue premiums on hazard insurance policies or secure hazard insurance coverage upon the lapse of a policy for any Common Area property and the Institutional Holders making such payments shall be owed immediate reimbursement therefor from the Master Association.

**Section 5. Priority on Distribution of Proceeds.** No Owner or any other party shall have priority over any rights of Institutional Holders of Mortgages upon individual Project Zones pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the Common Area and/or the individual Project Zones and improvements thereon.

**Section 6. Notice of Destruction or Taking.** In the event that any Project Zone or the Improvements thereon or any Common Area, or portions thereof, are substantially damaged or destroyed, or are made the subject of any condemnation proceeding in eminent domain or are otherwise sought to be acquired by a condemning authority, the Master Association shall promptly notify all Institutional Holders of Mortgages affected by such destruction, taking or threatened action.

**Section 7. Mortgage Protection Clause.** No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any Senior Mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

**Section 8. Conflicts.** In the event of any conflicts between any of the provisions of this Article and any other provisions of the Declaration, the provisions of this Article shall control.

XV.

**EASEMENTS AND OWNERS' PROPERTY RIGHTS**

**Section 1. Easement Over Common Area.** Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area.

**Section 2. Waiver of Use.** No Owner may be exempt from liability for assessments duly levied by the Master Association, nor release the Project Zone or other property owned by that Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of the Project Zone or any other property in the Project.

**Section 3. Title to the Common Area.** Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Master Association fee simple title to the Common Area in the Project, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants and conditions then of record, including those set forth in this Declaration. Said conveyance shall be made prior to the conveyance of the first Project Zone to a purchaser from Declarant.

**Section 4. Creation of Easements.** Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall

thenceforth be deemed to be covenants running with the land for the use and benefit of the Project Zones superior to all other encumbrances applied against or in favor of any portion of the Project which is the subject of this Declaration.

XVI.

FINANCIAL STATEMENTS

The Master Association shall prepare budgets and financial statements of a type and at times determined by the Board.

XVII.

DEVELOPMENT AND MAINTENANCE OBLIGATIONS

Section 1. Governing Documents. The Parties shall take all actions and pay all costs necessary to perform all of their respective obligations under the Governing Documents except to the extent modified under this Declaration. None of the Governing Documents shall be amended without the approval of a all members of the Board. Declarant shall not pass Declarant's obligations under the Governing Documents on to the other Owners or any other person or entity without the prior written consent of those Owners, persons or entities and all of the Members.

This Article is not intended to restate the obligations of Declarant or the Owners under the Governing Documents but rather is intended to (a) elaborate upon or clarify certain matters not otherwise set forth in the Governing Documents; and (b) restate certain maintenance obligations that must continue beyond the time that the Governing Document in which they are set forth will otherwise expire.

Section 2. Trees and Lighting. All plans for trees, planting, landscaping and lighting in the Project must be approved by the unanimous consent of the Board.

XVIII.

GENERAL PROVISIONS

Section 1. Indemnifications.

A. General. Except to the extent caused by the negligence or intentional misconduct of any indemnified Party hereunder, the Parties hereby indemnify and hold each other harmless from and against all claims, liabilities and expenses (including attorneys' fees) arising out of (a) their respective Project Zones; (b) their breach of this Declaration or any of the other Governing Documents; and (c) their negligence or

intentional misconduct. All indemnifications under this Declaration shall survive the termination of this Declaration with respect to matters arising out of circumstances existing prior to such termination.

B. Declarant. Except to the extent caused by the negligence or intentional misconduct of the indemnified Party, Declarant hereby further indemnifies and holds the Owners and their successors and assigns harmless from and against any and all liabilities, claims, damages and expenses (including attorneys' fees) associated with any of the following: (a) the failure of the City, County or any other governmental agency to perform any of their respective obligations under the Governing Documents; (b) the revocation, limitation or detrimental modification of any permits, licenses, zoning ordinances or other governmental approvals associated with any portion of the Project; (c) any claims or rights that any person, entity or governmental agency may have respecting water diverted away from the Project Zones in order to create the Project Zones or the Wetlands Area; (d) any matters relating to the acquisition, development, maintenance, mitigation or other obligations associated with the Wetlands Area; and/or (e) any actions, claims or disputes by the prior owners of the Farr property or other areas of the Project relative to the Governing Documents or any other matters affecting the Project. This indemnification shall automatically terminate on the 20th anniversary of the date that this Declaration is first recorded.

C. Master Association. To the fullest extent allowed by the Governing Laws, the Master Association shall indemnify and hold harmless, and the Members and Owners shall release, all directors and officers of the Master Association, the Board and their respective committees from any and all liabilities, claims and expenses (including attorneys' fees) associated with the performance of their duties on behalf of the Master Association, the Board or their respective committees to the extent that the actions or omissions of those individuals are in good faith and without intentional or criminal misconduct or fraud.

Section 2. No Discriminatory Restrictions. No Party shall execute or cause to be recorded any instrument or take or omit to take any action that imposes a restriction upon the use, sale, lease or occupancy of all or any portion of that Owner's Project Zone or any other area in the Project on the basis of race, sex, sexual preference, marital status, national ancestry, color, religion or age.

Section 3. Severability. Should any of the covenants contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this

Declaration shall, nevertheless, be and remain in full force and effect.

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Section 4. Term. Subject to the limitations set forth in Section 4 of this Article, this Declaration and the covenants herein contained shall be in effect until December 31, 2040 and shall automatically be extended for successive periods of 10 years unless within 6 months prior to the expiration of the initial term or any 10 year renewal period a written agreement executed by all of the then Members shall be placed on record in the Office of the County Recorder of the County by the terms of which agreement the effectiveness of this Declaration is terminated or the covenants herein contained are extinguished in whole or in part as to all or any part of the property then subject thereto.

Section 5. Amendments. Subject to the rights of lenders as set forth in the Article of this Declaration entitled "RIGHTS OF LENDERS," this Declaration and the Governing Documents may be amended only by the affirmative assent or vote of all of the Members. An amendment or modification shall be effective only after (a) the proposed amendment has been distributed to all of the Owners by first-class mail postage prepaid or personal delivery not less than 15 days and not more than 60 days prior to any approval being solicited; and (b) the amendment or modification has been executed by the President and Secretary of the Master Association who shall certify that the amendment or modification has been approved as hereinabove provided, and recorded in the Official Records of the County. A copy of any amendment or modification adopted pursuant to this Section shall be distributed by first-class mail postage prepaid or personal delivery to all of the Owners.

Section 6. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Project and for the maintenance of the Maintenance Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. No rule of strict interpretation shall be applied against any Party.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance,

either public or private, shall be applicable against every such result, and may be exercised by the Board, the Master Association, or any other Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 9. Conflicts. In case of any conflict between this Declaration and the Articles or Bylaws, this Declaration shall control.

Section 10. Attorneys' Fees. In the event of any controversy or claim respecting this Declaration or the Governing Documents, or in connection with the enforcement of this Declaration or the Governing Documents, the prevailing parties shall be entitled to be reimbursed for reasonable expenses (including attorneys' fees) and damages that they may incur.

Section 11. Performance. Each Party, person and/or entity governed and affected by this Declaration shall perform its respective obligations under this Declaration in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed and affected by this Declaration, the development of any portion of the Project or the issuance of certificates of occupancy or other approvals associated therewith.

Section 12. Assignability. The Parties shall not assign, convey, encumber or otherwise transfer their respective obligations under this Declaration separate from their respective interests in the Project.

Section 13. No Third Party Rights. The obligations of the Parties set forth in this Declaration shall not create any rights in or obligations to any other persons or entities other than the Parties. Notwithstanding the foregoing, the City shall have the right, but not the obligation, to enforce the covenants in this Declaration without incurring any liability under this Declaration.

Section 14. Estoppel Certificates. Within 10 days following delivery to any Party of a request for an estoppel certificate respecting the status of performance under this Declaration, the Party to whom that request was delivered shall deliver to the requesting Party a reasonable estoppel certificate respecting such matters. That certificate shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting Party. A Party's failure to deliver such estoppel certificate shall be presumed to mean that such Party is not aware of any defaults or delinquencies under the Declaration and is estopped from asserting the same.

Section 15. No Waiver. Any Party's failure to enforce any provision of the Declaration shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the Party intended to be benefitted by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

Section 16. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

Section 17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Declaration which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

Section 18. Cooperation. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

Section 19. Knowledge. The Parties have read this Declaration and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

Section 20. No Relationship. Nothing in this Declaration shall be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

Section 21. Representations and Warranties. All of the Parties hereto hereby represent and warrant to each other that the statements below are true and complete as of the date that they became subject to this Declaration. Each Party understands that every other Party is relying upon the truthfulness and completeness of the statements below in entering into this Declaration:

A. Organization. Each Party that is an entity is duly organized, validly existing and in good standing under the laws of the state of its organization, with full power and



authority to carry out its business in all other states in which it may do business.

B. Authority. Each Party has full authority to enter into and be subject to this Declaration and to perform all of its obligations hereunder. The individuals executing documents binding the Parties to this Declaration do so with the full authority of the Parties that those individuals represent.

C. Enforceability. The Declaration has been duly authorized and approved by each Party and constitutes the legal, valid and binding obligation of each Party enforceable in accordance with its terms. To the best of each Party's knowledge, the Declaration complies with all applicable federal, state and local laws and regulations.

D. Approvals. No registration with, or consent or approval of, or notice to, or other action by, any person or entity to the Declaration is required to make this Declaration enforceable against the Parties.

E. No Default. No Party is in default under any contract that would adversely impact that Party's ability to perform under the Declaration. No Party is subject to any pending or threatened litigation, judgement, order or other proceeding which do at present or could in the future materially and adversely affect the ability of that Party to perform its obligations under this Declaration.

F. Capacity. Each Party shall perform its obligations under the Declaration in a competent manner consistent with that customarily required of successful entities in comparable industries.

G. Documents. All of the statements, records, plans and other documents that the Parties have submitted to each other in connection with this Declaration are true, correct, complete and not misleading. There have been no material changes in those documents from the date that they were submitted to the Parties and the date the Parties became bound to this Declaration.

Section 22. Consents and Approvals. Except as expressly stated in this Declaration, the consent, approval, permit, license or other authorization of any Party shall not be unreasonably withheld, conditioned or delayed. In the event that a Party requests in writing the approval or consent of another Party, the Board or the Master Association on any matter associated with the Declaration and the requesting Party does not receive a written disapproval within 30 days following the date of such request, the non-responding Party's silence shall be deemed to be the non-responding Party's consent to, or approval

of, the matter requested by the Party making the request. No consent, approval or authorization, or the absence thereof, by any Party shall make that Party liable in any manner for the matter subject to that consent, approval or authorization or the consequences thereof.

Section 23. Exhibits. All Exhibits attached hereto and hereby made a part hereof.

Section 24. Recitals. The recitals are incorporated into this Declaration.

Section 25. Annexation. Any property owned or acquired by any Member adjacent to any portion of the Project, including property owned by the Catholic Church, shall be annexed into the Project and be subject to this Declaration at the request and on the conditions approved in writing by the unanimous consent of the Board.

Section 26. Entire Agreement. This Declaration, together with the Exhibits attached hereto, documents referenced herein contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

Section 27. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee and assigns, binds himself, his heirs, personal representatives, successors, transferee and assigns, to all of the provisions restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferee thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.



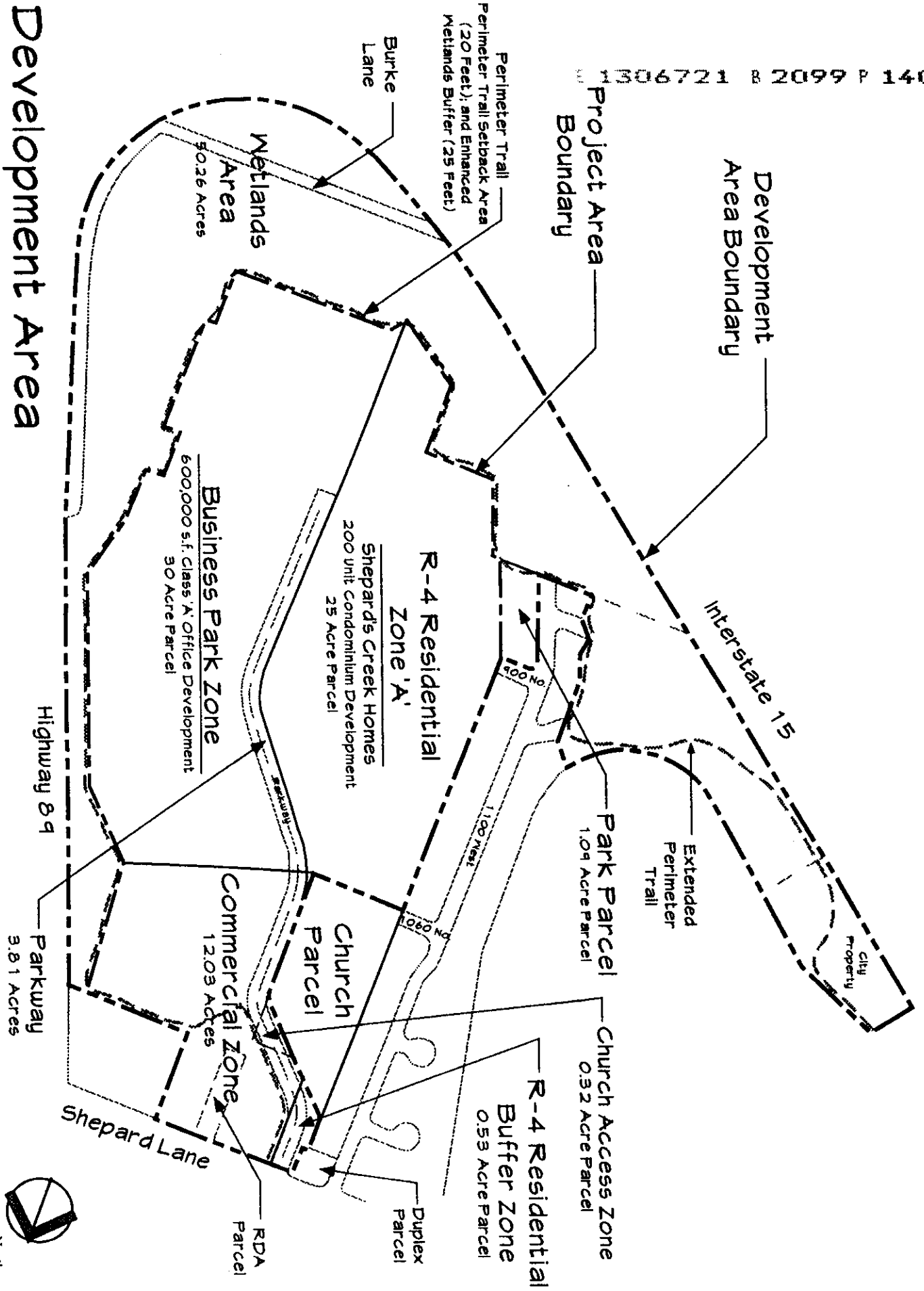
EXHIBIT "A"

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MASTER CONCEPT DEVELOPMENT PLAN

1

# Development Area Farmingtton Preserve



North  
September 23, 1996

EXHIBIT "B"

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LEGAL DESCRIPTION OF PROJECT

## DESCRIPTION OF TOTAL PROJECT UPLAND AREAS

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that fractional portion of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South  $00^{\circ}12'06''$  East, along the west line of said Section 13, a distance of 468.75 feet to a point on the south line of 66 foot wide Shepard Lane; thence, along the south line of said Shepard Lane, South  $89^{\circ}41'42''$  East 44.36 feet to the TRUE POINT OF BEGINNING of the Parcel herein described; thence continue along the south line of said Shepard Lane, South  $89^{\circ}41'42''$  East 528.01 feet; thence South 333.45 feet; thence South  $89^{\circ}43'17''$  East 395.96 feet; thence South  $3^{\circ}37'15''$  East 477.66 feet; thence South  $48^{\circ}37'29''$  East 261.11 feet; thence South  $21^{\circ}15'52''$  East 805.21 feet; thence South  $14^{\circ}34'30''$  West 221.74 feet; thence South  $1^{\circ}07'29''$  West 777.63 feet; thence North  $89^{\circ}32'45''$  West 35.30 feet; thence South 206.08 feet; thence North  $89^{\circ}34'29''$  West 587.70 feet; thence South  $34^{\circ}29'26''$  West 73.91 feet; thence North  $55^{\circ}30'34''$  West 280.00 feet; thence North  $0^{\circ}17'17''$  East 252.04 feet; thence North  $89^{\circ}42'43''$  West 260.00 feet; thence North  $19^{\circ}48'35''$  West 279.17 feet; thence South  $86^{\circ}37'26''$  West 34.04 feet; thence North  $89^{\circ}42'40''$  West 125.15 feet; thence North  $0^{\circ}08'11''$  East 0.60 feet; thence North  $89^{\circ}25'55''$  West 23.19 feet; thence North  $19^{\circ}47'19''$  West 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of  $110^{\circ}54'49''$ ; thence northeasterly, along the arc of said curve, 48.39 feet; thence South  $88^{\circ}52'30''$  East 102.71 feet; thence North  $0^{\circ}00'18''$  East 327.89 feet; thence North  $0^{\circ}15'42''$  West 332.80 feet; thence North  $1^{\circ}07'18''$  East 311.61 feet; thence South  $88^{\circ}52'42''$  East 343.94 feet; thence North  $1^{\circ}07'17''$  East 636.00 feet; thence North  $89^{\circ}47'42''$  West 343.98 feet; thence North  $1^{\circ}07'10''$  East 50.00 feet; thence North  $1^{\circ}05'46''$  East 233.72 feet; thence South  $89^{\circ}41'57''$  East 19.33 feet; thence North  $0^{\circ}00'11''$  East 100.00 feet to the POINT OF BEGINNING.

•Containing 71.16 Acres, more or less.