

After Recording Return To:

SCP Eaglewood Village, LLC
1148 W. Legacy Crossing Blvd.
Suite 400
Centerville, Utah 84014

**AMENDED AND RESTATED DECLARATION OF
HILLSIDE RESTRICTIVE COVENANT**

THIS AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT ("Amended Declaration") dated as of the 6th day of July, 2017, and is executed and recorded by SCP Eaglewood Village, LLC, a Utah Limited Liability Company, and successor and assignee of Eaglewood Village Inc.

RECITALS

A. On October 19, 2011, the DECLARATION OF HILLSIDE RESTRICTIVE COVENANT was recorded as Entry No. 2622175, BK 5382 PG 706, in the Recorder's Office for Davis County, Utah (the "Original Hillside Declaration"), against certain real property located in North Salt Lake, Davis County, Utah, known as Eaglewood Village ("Lower Property") and Views at Eaglewood Village P.U.D. ("Upper Property") as more particularly described and depicted in Exhibits A-C attached hereto ("Property"), and included in these recitals as follows:

LEGAL DESCRIPTION OF THE "UPPER PROPERTY":

LOT 6, EAGLEWOOD VILLAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

LEGAL DESCRIPTION OF THE "LOWER PROPERTY":

LOTS 1 THROUGH 5, AND PARCEL "A" AND PARCEL "B", EAGLEWOOD VILLAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

B. Whereas, to date, SCP Eaglewood Village, LLC, a Utah limited liability company is (i) the successor declarant and successor manager of the Lower Property CC&Rs, (ii) successor declarant and successor manager of the Upper Property CC&Rs, and (iii) the sole Hillside Owner ("SCP Eaglewood", "Successor Declarant", or "Successor Manager");

C. Located within the Property is a certain visible, steep hillside (the "Hillside");

D. The Hillside divides the Upper Property, a residential planned unit development, as more particularly described on Exhibit A, from the Lower Property, a mixed use commercial and residential project, as more particularly described on Exhibit B;

E. The Hillside is more particularly described and depicted on the property map attached hereto and made a part hereof as Exhibit C ("Property Map"), which Property Map may be amended from time to time to more accurately reflect the as-built conditions and location of improvements within the Property;

F. Developer desires to establish certain easements over the Hillside for the use and enjoyment of such Hillside by the future owners of all or any portion of the Upper Property or the Lower Property and their respective Guests, and further desires to provide for the future maintenance and associated cost allocation of such Hillside;

G. This AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT (the "Amended Declaration") shall be binding against the Property and any annexation or supplement thereto;

H. Whereas, pursuant to Section 7 of the Declaration, amending or otherwise modifying the Original Declaration is allowed by a recorded document executed by all of the Hillside Owner(s) and the then-existing Manager of the Lower Property. As such, SCP Eaglewood is permitted to unilaterally amend the Declaration by recording the Amended Declaration contemplated hereby;

I. Whereas, by preparing, executing and recording this Amended Declaration, SCP Eaglewood generally intends to resolve any ambiguity in the Original Declaration, the Lower Property CC&Rs and the Upper Property CC&Rs and clearly impose the obligations and covenants of the Hillside maintenance on the governing body of the Upper Property without affecting or amending the covenants and procedures for cost allocation as set forth in the Original Declaration; and simultaneously remove the aforementioned obligations and covenants from the governing body of the Lower Property, to the extent the same previously existed under the Lower Property CC&Rs and/or the Original Declaration.

NOW, THEREFORE, the Successor Declarant hereby amends and restates the Original Declaration as follows:

1. Definitions. As used in this Declaration, the following terms shall have the meanings given to them in this Section, unless the context expressly requires otherwise.

a. "City" means the City of North Salt Lake, Utah.

b. "City Trail(s) Easement" means that certain easement providing, among other things, a public access easement to the trails and pathways to be constructed by the City upon the Hillside pursuant to that certain Trails Easement Agreement recorded or to be recorded against the Hillside.

c. "Hillside" has the meaning given to such term in Recital C-E above.

d. "Hillside Board" shall refer to The Views at Eaglewood Village Homeowners Association, and its successors and assigns, who shall act by and through its Board of Directors for purposes of this Declaration.

e. "Hillside Expenses" means all costs and expenses associated with the maintenance of the Hillside (exclusive of costs incurred by the City in connection with the exercise of its rights under the City Trail(s) Easement), including but not limited to the removal of trash, maintenance of landscaping, erosion control, and the insurance carried by the Hillside Board with respect to the Hillside.

f. "Hillside Improvements" means those landscaping and beautification improvements, if any, performed on the Hillside pursuant to the terms of this Declaration, including but not limited to the planting of trees, grass, and other plants; installation of trails, pathways and sitting areas (i.e. benches, gazebos, etc.); lighting; and other similar improvements designed to beautify and improve the aesthetics of the Hillside.

g. "Hillside Owners" means those Owner(s) of the fee simple title to the Hillside.

h. "Homeowners Association" refers to a homeowners or similar association created under Utah law pursuant to recorded covenants, conditions and restrictions ("CC&Rs") and other related documents, for the purpose of managing and maintaining "common areas" of property (i.e., property made available for the general use, convenience and benefit of the owners and guests within the applicable Homeowners Association) within the Property.

i. "Guest" means any family member, employee, agent, independent contractor, lessee, customer, patron, invitee, guest or licensee of an Owner.

j. "Lower Property" has the meaning given to such term in Recital A above.

k. "Lower Property CC&Rs" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Eaglewood Village recorded on October 19, 2011 as entry number 2622174, BK 5382 PG 661-705 with the Davis County Recorder's Office, as the same may be amended from time to time.

l. "Owner" means the record holder of legal title to the fee simple interest in any portion of the Property. With respect to any portion of the Upper Property or the Lower Property within which a Homeowners Association is created, in lieu of the foregoing definition of "Owner," the term Owner shall mean any such homeowners association created with respect to such portion of the Property.

m. "Property" has the meaning given to such term in Recital A above.

n. "Upper Property" has the meaning given to such term in Recital A above.

o. "Upper Property CC&Rs" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for the Views at Eaglewood Village, P.U.D., recorded April 23, 2013, as Entry No. 273511, BK 5754 PG 408, in the Recorder's Office for Davis County, Utah, as the same may be amended from time to time.

p. "The Views at Eaglewood Village Homeowners Association" means the "Association" established and defined in the Upper Property CC&Rs.

2. Improvements and Maintenance of Hillside. No Hillside Owner may perform Hillside Improvements, except upon terms set forth and approved in writing by the Hillside Board. Moreover, other than the improvements to be provided by the City to the Hillside pursuant to the City Trail(s) Easement, and any Hillside Improvements, it is anticipated that the Hillside shall remain in its natural vegetative condition, without substantial landscaping or other improvements.

a. The Hillside shall be maintained in a good, clean and orderly manner. Except with respect to the improvements provided by the City pursuant to the City Trail(s) Easement, and Hillside Improvements (if any), the Hillside Board shall be responsible for the ongoing maintenance of the Hillside. The Hillside Board shall oversee such maintenance, and for this purpose, the Developer hereby reserves an easement in favor of the Hillside Board and its/their agents, employees and independent contractors, to access the Hillside to perform such services. Furthermore, the Hillside Board shall be responsible for these additional functions with respect to the ongoing maintenance of the Hillside:

(i) to assure the Hillside is maintained to a standard reasonably required by the City;

(ii) to comply with or otherwise implement any reasonable and feasible requests from the City;

(iii) to monitor, repair and/or relocate as needed any water run offs from the Hillside, or any other natural or artificial springs or waterways to, from or on the Hillside;

(iv) to manage, monitor, upkeep and maintain the already-installed horizontal drain system, weep holes and other existing piping or structural operations under, on and to the Hillside;

(v) to maintain the Hillside to a standard required and necessary to assure the safety of residents and landowners in the Lower Property and Upper Property;

(vi) to record and monitor measurements of the inclinometers, horizontal drains and piezometers installed along and near the crest of the Hillside annually until the year 2020 and periodically thereafter if no adverse trending behavior is observed; (vii) to investigate, document, and report any evidence of distress, slope movement or instability or other possible signs of concern; and

(viii) to take reasonable steps to secure the monitoring equipment and sites from potential damage, vandalism or destruction by development.

b. All Hillside Expenses shall be shared by the Owners of the Lower Property and the Owner(s) of the Upper Property as follows: the Owners of the Lower Property shall be responsible for seventy five percent (75%) of such Hillside Expenses, and the Owner(s) of the Upper Property shall be responsible for twenty five percent (25%) of such Hillside Expenses.

c. The Hillside Expenses allocable pursuant to subsection 2 above shall be paid by the Owner(s) of the Lower Property to the Hillside Board within thirty (30) days following receipt of

an invoice from the Hillside Board, provided that such invoice is accompanied by reasonable supporting documentation evidencing such Hillside Expenses, and (ii) the Owners of the Upper Property shall be deemed a "Common Expense" under the Upper Property CC&Rs. Unless no Hillside Expenses are incurred in a given calendar year, the Hillside Board shall bill the Owner(s) of the Lower Property no less frequently than annually. In the event that the Owner(s) of the Lower Property do not timely pay its/their share of the Hillside Expenses, interest shall accrue on the entire sum then due and owing at the rate of twelve percent (12%) per annum from the due date until paid in full.

d. In addition to the duties and obligations related to improvements and maintenance of the Hillside set forth in this Section 2, the Hillside Board, at its discretion, may maintain a reserve fund and obtain and update a Reserve Analysis related to the maintenance obligations and anticipated costs described herein.

3. Insurance. The Hillside Board shall also maintain all-risk / property policy with special form insurance coverage on the Hillside, including loss or damage by fire and such other risks as are from time to time included in the all-risk / property policy with special form coverage insurance policies customarily issued in Utah in an amount not less than one hundred percent (100%) of the full replacement cost of any improvements on the Hillside (excluding the improvements constructed by the City pursuant to the City Trail(s) Easement, and any Hillside Improvements, any of which improvements shall be insured by the City and the applicable Hillside Owner, respectively). Such insurance policies shall be maintained with good and solvent insurance companies authorized to do business in the State of Utah. Such policies shall name the Hillside Owners, and the Board (for the benefit of all other Owners of the Property), as loss payees on all such all-risk insurance policies. The cost of such insurance shall be allocated pursuant to paragraph 2(c) above.

4. Failure to Maintain the Hillside. If a Hillside Owner(s) (or any other Owner performing Hillside Improvements in accordance with Section 2 above, as amended) (as applicable, a "Defaulting Owner") fails to properly maintain the Hillside Improvements as required under Section 2 above, then the Hillside Board or any of the other Hillside Owner(s), if any, shall give such defaulting Owner written notice of the claimed default, and such defaulting Owner shall have thirty (30) days following the receipt of such written notice to cure such default. If the default remains uncured following the thirty (30) day period, or if such default is not curable within the thirty (30) day period and the defaulting Owner has failed to begin to cure such default within the thirty (30) day period, the Hillside Board may, but shall not be required to, cure the default itself, and then bill the defaulting Owner for the reasonable costs incurred in curing such default. Notwithstanding, if the aforementioned failure poses an imminent threat to property damage to either the Lower Property and/or the Upper Property, in such case, the Hillside Board shall be required to cure the default itself and then bill the defaulting Owner for the reasonable costs incurred in curing such default. Each such bill shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The defaulting Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event the defaulting Hillside Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date until the date such amount is paid in full.

5. Indemnification. Each Owner shall indemnify and hold the other Owner(s) from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the use by such Owner (including but not limited to the individual homeowners within a Homeowners Association) or its Guests of the Hillside, including but not limited to any claims made against any of the Owners as a result of any Hillside Improvements performed by any such Owner upon the Hillside. Nothing in this Section, shall relieve any Owner of its obligation to pay its allocable costs, or to prevent any party from enforcing the improvement and maintenance obligations pursuant to Section 2 above.

6. Public Dedication. Nothing in this Section or elsewhere in this Declaration shall be deemed to be or constitute a gift or dedication of all or any portion of the Hillside to the general public or for any public use or purpose whatsoever; provided, however, that notwithstanding anything to the contrary herein, the Hillside Owners shall have the right at their sole discretion to dedicate such Hillside to the City, provided that the City shall accept such dedication and shall assume the maintenance obligations relating to existing Hillside Improvements, and provided further, that the Hillside will continue to be used and enjoyed as open space for the benefit and enjoyment of the general public, including but not limited to the Owners (and to the individual homeowners within a Homeowners Association, and to each of such persons' respective Guests). The Hillside Owners shall provide written notice to all other Owners in the event that they dedicate the Hillside to the City, and in such event, this Declaration shall immediately and automatically terminate, and the Owners and Hillside Board shall be released from their respective obligations hereunder.

7. Amendment or Modification. This Declaration may be amended or modified from time to time only by a recorded document executed by all of the Hillside Owners and the then-acting Hillside Board. The consent or approval of no other person(s) shall be required to accomplish any amendment or modification hereto.

8. Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Declaration shall be binding upon and inure to the benefit of the Owners of the Property, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Declaration shall be covenants running with the Property, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.

9. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Declaration, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

10. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Davis County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Declaration.

11. Severability. The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

12. Entire Declaration. This Declaration, including the attached exhibits, contain the entire agreement with respect to the subject matter of this Declaration, and all prior negotiations and agreements with respect to such subject matter are merged herein.

13. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned.

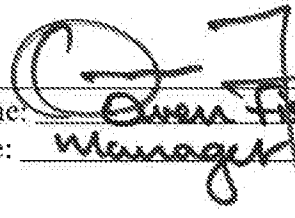
14. Exemption from the Act. The parties hereto acknowledge that this Declaration is not subject to the Utah Condominium Ownership Act, Utah Code Sections 57-8-1 through 57-8-37, as the same may be amended from time to time.

[Signature Pages to Follow Immediately]

SIGNATURE PAGE
TO
AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT

THIS AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT IS EXECUTED by the undersigned as the Declarant of the real property identified as Eaglewood Village Subdivision (Lower Property) to confirm that such real property shall be subject to the terms of the Declaration to which this signature page is attached, and with the intent that this AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT shall be effective as of the date of the recordation hereof.

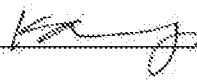
DECLARANT: SCP EAGLEWOOD VILLAGE, LLC,
a Utah limited liability company By Its
Manager

By: 
Name: Owen Fisher
Title: Manager

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 6th day of July, 2017 by Owen Fisher, as Manager of SCP EAGLEWOOD VILLAGE, LLC, a Utah limited liability company.

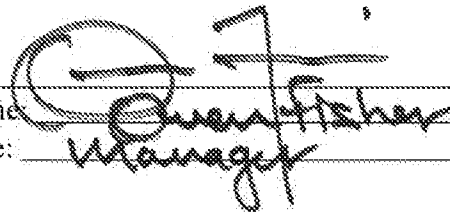



Notary Public

SIGNATURE PAGE
TO
AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT

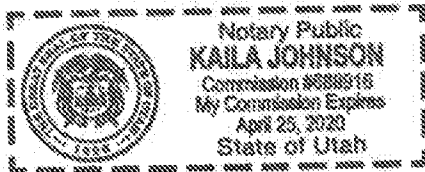
THIS AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT IS EXECUTED by the undersigned as the Owner of the real property identified as Lots 1, 2, 3 & 6 of Eaglewood Village Subdivision to confirm that such real property shall be subject to the terms of the Declaration to which this signature page is attached, and with the intent that this AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT shall be effective as of the date of the recordation hereof.


LAND OWNER: EV COMMERCIAL, LLC,
a Utah limited liability company
By Its Manager

By: 
Name: Owen Fisher
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this ^{20th} 6th day of July, 2017 by Owen Fisher, as Manager of EV COMMERCIAL, LLC, a Utah limited liability company.




Notary Public

SIGNATURE PAGE
TO
AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT

THIS AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT IS EXECUTED by the undersigned as the Owner of the real property identified as Lot 4 of Eaglewood Village Subdivision (Eaglewood Lofts Apartments Phase 1) to confirm that such real property shall be subject to the terms of the Declaration to which this signature page is attached, and with the intent that this AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT shall be effective as of the date of the recordation hereof.

LAND OWNER: EAGLEWOOD LOFTS, LLC,
a Utah limited liability company
By Its Manager

By: [Signature]
Name: Owen Fisher
Title: manager

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this ^{20th} 6th day of July, 2017 by Owen Fisher, as Manager of EAGLEWOOD LOFTS, LLC, a Utah limited liability company.



[Signature]
Notary Public

SIGNATURE PAGE
TO
AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT

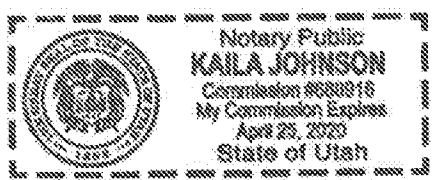
THIS AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT IS EXECUTED by the undersigned as the Owner of the real property identified as Lot 5 of Eaglewood Village Subdivision (Eaglewood Lofts Apartments Phase 2) to confirm that such real property shall be subject to the terms of the Declaration to which this signature page is attached, and with the intent that this AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT shall be effective as of the date of the recordation hereof.

LAND OWNER: EAGLEWOOD LOFTS II, LLC,
a Utah limited liability company
By Its Manager

By: [Signature]
Name: Owen Fisher
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this ^{23rd} 6th day of July, 2017 by Owen Fisher, as Manager of EAGLEWOOD LOFTS II, LLC, a Utah limited liability company.



[Signature]
Notary Public

SIGNATURE PAGE
TO
AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT

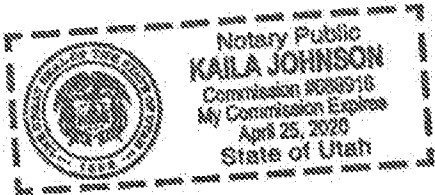
THIS AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT IS EXECUTED by the undersigned as the Declarant of the real property identified as The Views at Eaglewood Village (Upper Property) to confirm that such real property shall be subject to the terms of the Declaration to which this signature page is attached, and with the intent that this AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT shall be effective as of the date of the recordation hereof.

DECLARANT: SCP EAGLEWOOD VILLAGE, LLC,
a Utah limited liability company By Its
Manager

By: _____
Name: Owen Fisher
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 6th day of July, 2017 by Owen Fisher, as Manager of SCP EAGLEWOOD VILLAGE, LLC, a Utah limited liability company.



Kaila Johnson
Notary Public

EXHIBIT A

(Legal Description of the Upper Property)

LOT 6, EAGLEWOOD VILLAGE SUBDIVISION, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY
RECORDER'S OFFICE.

EXHIBIT B
(Legal Description of the Lower Property)

LOTS 1 THROUGH 5, AND PARCEL "A" AND PARCEL "B", EAGLEWOOD
VILLAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT C

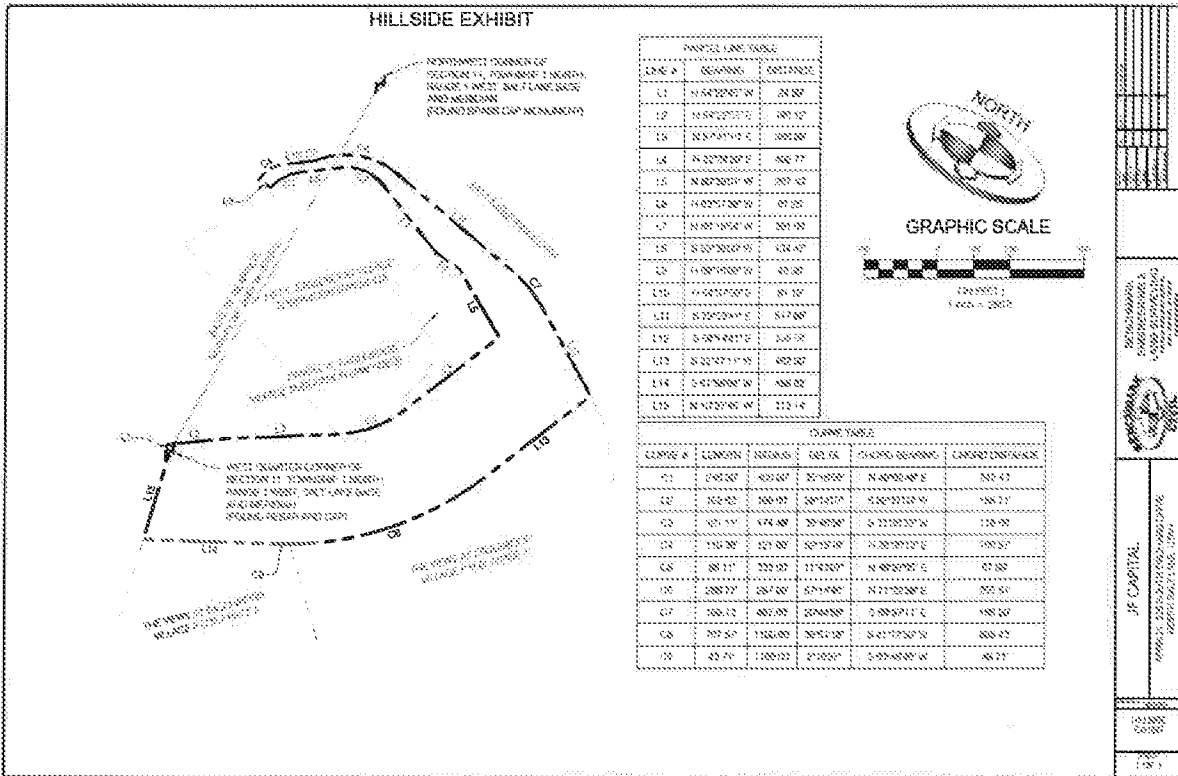
(Legal Description and Depiction of the Hillside)

DESCRIPTION OF AN EXISTING HILLSIDE, BEING LOCATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO BEING A PORTION OF LOT 5, EAGLEWOOD VILLAGE SUBDIVISION (AMENDED), ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER OF SAID SECTION 12, AND RUNNING THENCE NORTH 54°22'45" WEST 24.59 FEET; THENCE NORTH 54°22'55" EAST 198.12 FEET; THENCE NORTH 57°41'10" EAST 388.88 FEET TO THE POINT OF A 400.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 246.30 FEET THROUGH A CENTRAL ANGLE OF 35°16'50" (CHORD BEARS NORTH 40°02'45" EAST 242.43 FEET); THENCE NORTH 22°24'20" EAST 402.77 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 'A' OF SAID SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 'A' THE FOLLOWING TWO (2) COURSES, 1) NORTH 60°39'01" WEST 267.43 FEET; THENCE NORTH 83°57'36" WEST 97.25 FEET; THENCE NORTH 68°15'54" WEST 291.09 FEET TO THE POINT OF A 160.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 162.62 FEET THROUGH A CENTRAL ANGLE OF 58°14'07" (CHORD BEARS SOUTH 82°37'03" WEST 155.71 FEET); THENCE SOUTH 53°30'00" WEST 134.47 FEET TO THE POINT OF A 174.43 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 121.11 FEET THROUGH A CENTRAL ANGLE OF 39°46'54" (CHORD BEARS SOUTH 33°36'33" WEST 118.69 FEET); THENCE NORTH 89°16'09" WEST 48.38 FEET TO THE POINT OF A 121.00 FOOT RADIUS CURVE TO THE RIGHT AND SOUTHERLY RIGHT-OF-WAY LINE OF EAST EAGLE RIDGE DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES, 1) ALONG SAID CURVE A DISTANCE OF 110.36 FEET THROUGH A CENTRAL ANGLE OF 52°15'19" (CHORD BEARS NORTH 28°30'12" EAST), 2) NORTH 54°37'50" EAST 61.18 FEET TO THE POINT OF A 333.00 FOOT RADIUS CURVE TO THE LEFT, 3) ALONG SAID CURVE A DISTANCE OF 68.11 FEET THROUGH A CENTRAL ANGLE OF 11°43'07" (CHORD BEARS NORTH 48°37'05" EAST 67.99 FEET) TO THE POINT OF A 267.00 FOOT RADIUS CURVE TO THE RIGHT, 4) ALONG SAID CURVE A DISTANCE OF 266.77 FEET THROUGH A CENTRAL ANGLE OF 57°14'46" (CHORD BEARS NORTH 71°22'56" EAST 255.81 FEET), 5) SOUTH 79°59'41" EAST 517.66 FEET TO THE POINT OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT, 6) ALONG SAID CURVE A DISTANCE OF 169.12 FEET THROUGH A CENTRAL ANGLE OF 20°44'58" (CHORD BEARS SOUTH 69°37'11" EAST 168.20 FEET), 7) SOUTH 59°14'41" EAST 335.59 FEET TO THE NORTHWEST CORNER OF THE VIEWS AT EAGLEWOOD VILLAGE P.U.D. PHASE 1, ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG THE WESTERLY LINE OF SAID P.U.D. THE FOLLOWING TWO (2) COURSES, 1) SOUTH 22°47'11" WEST 462.90 FEET TO THE POINT OF AN 1100.00 FOOT RADIUS CURVE TO THE RIGHT, 2) ALONG SAID CURVE A DISTANCE OF 707.57 FEET THROUGH A CENTRAL ANGLE OF 36°51'18" (CHORD BEARS SOUTH 41°12'50" WEST 695.43 FEET) TO THE NORTHWEST CORNER OF THE VIEWS AT EAGLEWOOD VILLAGE P.U.D. PHASE 2, ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG THE WESTERLY LINE OF SAID P.U.D. THE FOLLOWING TWO (2) COURSES, 1) ALONG THE ARC OF AN 1100.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 43.71 FEET THROUGH A CENTRAL ANGLE OF 2°16'37" (CHORD BEARS SOUTH 60°46'46" WEST 43.71 FEET), 2) SOUTH 61°55'04" WEST 456.82 FEET TO THE SOUTHWEST CORNER OF SAID P.U.D.; THENCE NORTH 13°37'45" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 313.14 FEET TO THE POINT OF BEGINNING.

CONTAINS

14.578 ACRES, MORE OR LESS



THE STATE OF MICHIGAN
 DEPARTMENT OF TREASURY & FINANCE
 DIVISION OF LAND & WATER
 LANSING, MICHIGAN 48224-1000
 J.P. CAPITAL
 10/2008
 10/2008

Parcel #'s

| | | | | | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 01-443-0007 | 01-458-0003 | 01-458-0015 | 01-458-0027 | 01-464-0203 | 01-464-0215 | 01-464-0227 | 01-473-0305 | 01-473-0317 | 01-473-0329 |
| 01-443-0008 | 01-458-0004 | 01-458-0016 | 01-458-0028 | 01-464-0204 | 01-464-0216 | 01-464-0228 | 01-473-0306 | 01-473-0318 | 01-473-0330 |
| 01-472-0010 | 01-458-0005 | 01-458-0017 | 01-458-0029 | 01-464-0205 | 01-464-0217 | 01-464-0229 | 01-473-0307 | 01-473-0319 | 01-473-0331 |
| 01-484-0006 | 01-458-0006 | 01-458-0018 | 01-458-0030 | 01-464-0206 | 01-464-0218 | 01-464-0230 | 01-473-0308 | 01-473-0320 | 01-473-0332 |
| 01-472-0002 | 01-458-0007 | 01-458-0019 | 01-458-0031 | 01-464-0207 | 01-464-0219 | 01-464-0231 | 01-473-0309 | 01-473-0321 | 01-473-0333 |
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| 01-472-0004 | 01-458-0010 | 01-458-0022 | 01-458-0034 | 01-464-0210 | 01-464-0222 | 01-464-0234 | 01-473-0312 | 01-473-0324 | |
| 01-472-0008 | 01-458-0011 | 01-458-0023 | 01-458-0035 | 01-464-0211 | 01-464-0223 | 01-473-0301 | 01-473-0313 | 01-473-0325 | |
| 01-472-0009 | 01-458-0012 | 01-458-0024 | 01-458-0036 | 01-464-0212 | 01-464-0224 | 01-473-0302 | 01-473-0314 | 01-473-0326 | |
| 01-458-0001 | 01-458-0013 | 01-458-0025 | 01-464-0201 | 01-464-0213 | 01-464-0225 | 01-473-0303 | 01-473-0315 | 01-473-0327 | |
| 01-458-0002 | 01-458-0014 | 01-458-0026 | 01-464-0202 | 01-464-0214 | 01-464-0226 | 01-473-0304 | 01-473-0316 | 01-473-0328 | |