



ENT 20164:2019 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Mar 12 2:39 pm FEE 32.00 BY MA
RECORDED FOR SKIP DUNN INVESTMENTS LC

THE FIELDS AT LAKEVIEW HOA, INC.
A MASTER ASSOCIATION IN OREM, UTAH

**DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS FOR THE
FIELDS AT LAKEVIEW HOA, INC.
*AN EXPANDABLE DEVELOPMENT***

This Declaration is made as of the date of the recording in the Utah County Recorder's Office by Boardwalk Industries LLC, and Lakeview Fields Cottages LLC, Utah limited liability companies, (collectively "Declarant").

RECITALS

1. Declarant is the owner of fee simple title to that certain real property situated in the city of Orem, Utah County, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").
2. Declarant will create within and upon the Property a neighborhood made up of multiple Lots and Residences known as The Fields at Lakeview. In order to do so, Declarant desires to establish protective covenants and conditions and restrictions upon the Property, which will constitute a general scheme for the improvement, development and management of said Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value desirability and attractiveness of the Property and enhancing the quality of the environment within The Fields at Lakeview. It is anticipated that a segment or segments of the Property will be conveyed to one or more sub- associations which shall be subject to this Declaration.
3. The Association is not a cooperative as that term is used in Utah Code Ann. Title 57, Chapter 8a.
4. To provide efficient management for The Fields at Lakeview and to preserve its value, desirability and attractiveness, Declarant has incorporated a Utah nonprofit corporation called The Fields at Lakeview HOA, Inc. (the "Master Association" or the "Association") and Declarant delegates and assigns to such Association the powers of managing The Fields at Lakeview, of maintaining and administering the Common Areas and Facilities, of administering and enforcing all covenants, conditions and restrictions, of collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to and of performing such other acts as shall generally benefit The Fields at Lakeview.
5. Declarant will hereafter hold and convey title to all of the property subject to the protective covenants, conditions and restrictions hereinafter set forth.

SUBMISSION

1. The Property is made subject to, and shall be governed by the Utah Community Association Act (the "Act").
2. The Property is made subject to, and shall be governed by this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of the City of Orem to access the roads within the Project for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.
3. The Property is subject to described easements and rights of way including those depicted on the Plat. Easements and rights-of-way in favor of the City of Orem include any dedicated roadways and public utility easements and are depicted on the Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

NOW THEREFORE, in consideration of the Recitals above, the Association declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, which run with the Property and are binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

When used in this Declaration (including the “Recitals” and “Submission”), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code Ann. § 57-8a-102.

1.1 “Articles” and “Bylaws” shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board’s selection, the Board’s general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 “Assessments” shall mean any monetary charge imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of how the charge is identified.

1.3 “Association” shall mean The Fields at Lakeview HOA, Inc., a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 “Building” shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.5 “Board” shall mean the Board of Trustees of the Association.

1.6 “City” shall mean the City of Orem, Utah, a municipal corporation of the State of Utah.

1.7 “Common Areas” or “Common Areas and Facilities” shall mean and refer to all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, if any, which the Association now or hereafter owns, maintains, repairs, administers, or otherwise holds for the common use and enjoyment of all Owners and related improvements, including any additional areas contained in any Expansion Property which are subsequently annexed herein. Common Areas shall include, without limitation, the roads within the boundaries of the Project and the sewer lines within the boundaries of the Project but outside the boundaries of a Lot. Notwithstanding the foregoing, the sewer line on 1860 South is public and not part of the Common Area.

1.8 “Declarant” shall mean Boardwalk Industries LLC, and Lakeview Fields Cottages LLC, Utah limited liability companies, (collectively “Declarant”) and it’s successors and assigns.

1.9 “Expansion Property” shall mean real property that may be added to the Project by recording a supplemental declaration, a notice of annexation, or any other substantially similar instrument.

1.10 “Governing Documents” shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles, the Bylaws, any Plat, and this Declaration.

1.11 “Improvements” shall mean any object or thing installed or located on the Property which changes the external appearance of any portion of the Property or of any structure or thing affixed on the Property from its external appearance as it existed immediately prior to the installation.

1.12 “Limited Common Areas” shall mean and refer to those Common Areas and Facilities designated herein or on a Plat of the Property as reserved for the use of a certain Owner or Owners to the exclusion of the other Owners as further described in this Declaration. Limited Common Areas may include, without limitation, assigned parking spaces and storage units, as well as driveways, porches, patios, enclosed decks, back yards, and landscaped areas that are immediately contiguous to the Lot.

1.13 “Lot” shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property. References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in, this Declaration and, as applicable, on the Plat for such Lot.

1.14 “Member” shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2.

1.15 “Owner” shall mean one or more undersigned persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.16 “Plat” shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Buildings, improvements, or Residences created by the Plat shall comprise the Project; and (d) which is filed for record in the office of the County Recorder of Utah County.

1.17 “Project” shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon.

1.18 “Property” shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.19 “Supplementary Declaration” shall mean each of those certain supplementary declarations of protective covenants, conditions and restrictions or similar instruments recorded subsequent to this Declaration, which annex portions of the Expansion Property and thereby extend the plan of this Declaration to such additional property.

1.20 “Utah Community Association Act” or the “Act” shall refer to the applicable provisions of the Community Association Act described in Utah Code 57-8a-101 et seq., as amended from time to time.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

21 Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, and Bylaws. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; provided, however, that a Member’s voting rights and privileges in the Common Areas and Facilities may be regulated or suspended as provided in this Declaration. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

22 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner’s name to the transferee of such Owner’s interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Utah County Recorder’s office.

23 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have two (2) classes of voting membership, Class “A” and Class “B,” as follows:

a. Class “A” Members shall be all Owners with the exception of Class “B” membership, if any. Class “A” Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any single Lot.

b. The Class “B” Member shall be the Declarant. In all matters requiring a vote, the Class “B” membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

24 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

25 Declarant’s Control of Association Prior to Turnover Date. Prior to the Turnover Date, the Declarant has the right to appoint all of the members of the Board and the officers of the Association. Notwithstanding anything to the contrary in this Declaration, Declarant may (but is not required to) exercise its discretionary termination of control in whole or in part as to any portion of the Project at its sole

election and determination. In doing so as to a portion of the Project, it does not waive any reversionary or remaining control as to all other portions of the Project, the control of which is not expressly terminated by Declarant.

ARTICLE 3 COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and of each subsequent Owner. Any subsequent Owner of a Lot shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Lot.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to maintain the Common Areas and Facilities and otherwise perform the duties and exercise the powers of the Association.

3.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Owner. Written notice of the annual Regular Assessments shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due

3.4 Special Assessments. In addition to the Regular Assessments authorized in Section 3.3, the Association may, with the approval of at least fifty-one percent (51%) of the Members, levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, or additions. Special Assessments shall be payable in such manner and at such times as determined by the Board, and maybe payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

3.5 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed and assessed with respect to each Lot in the ratio that such Lot bears the total number of all improved Lots. All Assessments may be collected at intervals selected by the Board. The total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12 month period) by more than 15% without the approval of at least fifty- one percent (51%) of the Members.

3.6 Individual Assessments. In addition to any other Assessments authorized herein, the Association also may levy an Individual Assessment against any owner individually and against such

Owner's Lot to reimburse the Association for costs incurred in repairing damages caused by that individual to Common Area which Individual Assessment may be levied by the Association after notice to an Owner and an opportunity for a hearing.

3.7 Board Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.8 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

3.9 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas and Facilities. After the Turnover Date, all amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

ARTICLE 4 NONPAYMENT OF ASSESSMENTS

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within fifteen (15) days after the delinquency date, a late charge of \$10 shall be levied and the Assessment shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

4.2 Enforcement Rights. The Association shall have the right to take any action granted to associations under the Act for collection of delinquent assessments.

4.3 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to B. Scott Welker, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.

4.4 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

ARTICLE 5 DUTIES AND POWERS OF THE ASSOCIATION AND DECLARANT

5.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the

expenditure of funds of the Association, the employment of service-providers, and the commencement of actions;

b. acquire, maintain and otherwise manage all of the Common Areas and any personal property acquired by the Association as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

c. pay any real and personal property taxes and other charges assessed against the Common Areas and Facilities unless the same are separately assessed to the Owners;

d. grant easements where necessary over the Common Areas and Facilities to serve the Property;

e. contract for and maintain such policy or policies of insurance as may be required by law or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

f. delegate its powers to committees, officers, employees, or other persons to perform all or any part of the duties and responsibilities of the Association;

g. acquire real property by lease or purchase for the benefit of the Members;

5.2 Right to Expand. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time and from time to time by adding to the Project all or a portion of the Expansion Property. The Buildings on the Expansion Property are required to be substantially similar to those constructed upon the Property. Notwithstanding the foregoing, this Declaration is not intended, and shall not be construed so as to impose upon Declarant an obligation to expand the Project or any other obligation respecting or restricting Declarant in any way with regard to any addition to the Project or any of the Expansion Property.

ARTICLE 6 REPAIR AND MAINTENANCE

Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to maintain the Common Areas and Facilities in a clean, safe, and attractive condition at all times and to maintain any public rights-of-way within the Project.

ARTICLE 7 INSURANCE

The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act and any additional insurance the Board deems necessary which may include Directors and Officers insurance. Insurance obtained by the Association shall be a Common Expense to be included in the Regular Assessments.

ARTICLE 8 RIGHTS TO THE COMMON AREAS AND FACILITIES

8.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's occupants and permittees a nonexclusive easement for use and

enjoyment in and to the Common Areas and Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas and Facilities.

b. The right of the Association to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas and Facilities to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than fifty-one percent (51%) of the voting power of the Members.

8.2 Waiver of Use. No member may exempt such Member from personal liability for Assessments duly levied by the Association, nor release the Lot owned by such Member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and Facilities or the abandonment of his Lot.

ARTICLE 9 AMENDMENTS

Prior to such time that the Declarant turns over control of the Association to the Members, this Declaration may be amended, altered, or modified by a Supplementary Declaration or by another amending document approved and signed by the Declarant and no other Members will be required to approve such amendment. After such time that the Declarant turns over control of the Association to the Members, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing sixty-seven percent (67%) of the total votes of the Association.

ARTICLE 10 GENERAL PROVISIONS

10.1 Non-Waiver. Failure by the Association, Declarant, or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

10.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

10.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

10.4 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, occupants, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

10.5 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Lot involved in the action.

10.6 Non-liability of Officials. To the fullest extent permitted by law, neither the Board, nor any other committee of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the undersigned Declarant has adopted this Declaration of Covenants, Conditions, and Restrictions for and respecting The Fields at Lakeview HOA, Inc. on the 12 day of March, 2019.

**BOARDWALK INDUSTRIES LLC
A UTAH LIMITED LIABILITY COMPANY**



By: Jeff Mansell
Its: Manager

**LAKEVIEW FIELDS COTTAGES LLC.
A UTAH LIMITED LIABILITY COMPANY**



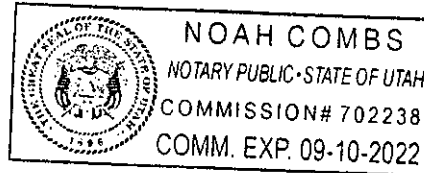
By: Jeff Mansell.
For: Boardwalk Industries LLC.
Its: Manager

STATE OF UTAH)
)
 :SS
COUNTY OF UTAH)

On the 12 day of March, 2019, the foregoing did execute this document who by me being duly sworn, did represent that he is the Manager of Boardwalk Industries LLC, a Utah limited liability company.

Noah Combs

Notary Public

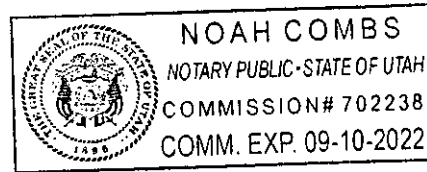


STATE OF UTAH)
)
 :SS.
COUNTY OF UTAH)

On the 12 day of March, 2019, by Boardwalk Industries LLC. By Jeff Mansell its Manager, the Manager of Lakeview Fields Cottages, LLC, who acknowledged to me that Lakeview Fields Cottages, LLC executed this Agreement with duly obtained authority.

Noah Combs

Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

Beginning at a point located North 89°31'44" West along section line 706.95 feet and North 9.64 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along a fence line called out in a boundary line agreement recorded as Entry 122779:2009 in the office of the Utah County Recorder the following four courses and distances: 1) South 77°01'58" West 33.08 feet, 2) North 89°58'43" West 644.42 feet, 3) South 1°01'14" West 27.45 feet, and 4) South 89°08'51" West 686.26 feet; thence North 1°17'00" West 728.21 feet; thence South 87°33'00" West 586.27 feet; thence North 00°00'34" East along a fence line 529.19 feet; thence along a fence line the following five courses and distances: 1) North 88°33'31" East 330.50 feet, 2) North 89°17'38" East 232.96 feet, 3) North 77°04'51" East 8.66 feet, 4) North 88°41'15" East 717.06 feet, and 5) North 84°27'44" East 39.63 feet; thence South 26°51'00" East 344.56 feet; thence South 27°48'10" East 1032.46 feet to the point of beginning.

Area = 37.127 Acres

Less and Accepting the following description deeded to Provo City:

Beginning at a point located on the westerly line of State Road 114, also known as Geneva Road, being N 89°32'09" W 701.59 feet along the section line and South 0.09 feet from the southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base & Meridian, said point of also being the southeasterly corner of a parcel that, at the time of this description, is owned by Boardwalk Industries, LLC, per entry 44091:2016 of the Utah County Recorder, and following the southerly boundary of said parcels described within said document, the following four (4) calls,(1) thence N 89°57'35" W 654.61 feet;(2) thence S 0°11'43" E 28.88 feet;(3) thence S 89°48'17" W 549.67 feet;(4) thence S 88°53'59" W 164.59 feet; thence N 1°17'25" W 67.55 feet along the westerly line of said parcels and other contiguous Boardwalk Industries, LLC parcels to a point intersecting the boundary between Orem City and Provo City, said point also being understood to be located at the back of the planned curb and gutter of the future 2000 North Street; and following said boundary the following four (4) calls,(1) thence N 89°48'05" E 751.77 feet;(2) thence 260.07 feet along a 2079.00 foot radius curve to the right whose chord bears S 86°36'53" E 259.90 feet;(3) thence 254.97 feet along a 2021.00 foot radius reverse curve to the left whose chord bears S 86°38'43" E 254.81 feet;(4) thence N 89°44'25" E 101.06 feet to a point along the said westerly line of State Road 114, thence S 27°39'21" E 7.77 feet, along the said line to the point of beginning.

Area contains 1.368 Acres, more or less, as described.