

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



ENT 36066:2014 PG 1 of 23
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 May 29 10:45 am FEE 119.00 BY SS
RECORDED FOR TOWN OF VINEYARD

**DECLARATION OF RESTRICTIVE COVENANTS
FOR
THE HOMESTEADS AT VINEYARD
A Master Planned Community**

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR THE HOMESTEADS AT VINEYARD, is made and executed the date set forth below, by VINEYARD HOMESTEADS DEVELOPMENT 2012, dba PVH DEVELOPMENT, LLC ("Declarant") and VINEYARD HOMESTEADS POD 4, LLC, a Utah limited liability company ("Project Owner").

RECITALS

- A. Project Owner is the record owner of that certain tract of property located in the Town of Vineyard, Utah County, Utah more particularly described in **Exhibit "A"** of this Declaration.
- B. Project Owner or its predecessor in interest has entered into a Development Agreement with the Town of Vineyard, in order to establish a common scheme for the development of the Property and for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property in order to enhance and improve the value of the Property. The Property is a part of a master planned development in the Town of Vineyard commonly known as the "The Homesteads at Vineyard".
- C. The Declarant intends to sell to various purchasers the fee title to portions of the Property, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns.
- D. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

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

ARTICLE I. DEFINITIONS

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

Section 1.01 *Additional Land*

Additional Land means any property that may be annexed into the Project as provided in Article II below. Additional Land is described in Exhibit "B" attached hereto and by reference made a part hereof, and Article II.

Section 1.02 *Architectural Design Requirements*

Architectural Design Requirements means the designs, styles, colors, elevations or restrictions which are approved by Declarant for any Lot. Declarant may restrict repetitive use of any designs, styles, colors, or elevations for any Dwelling.

Section 1.03 *Builder*

Builder means a person or entity that purchases property in bulk for the purpose of improving the property for sale to the general public. Builders shall be considered Owners.

Section 1.04 *Declarant*

Declarant shall mean and refer to PVH Development, LLC, and/or any successors to said company which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor. Declarant shall not mean members of the public purchasing Lots for private use or Builders or Owners.

Section 1.05 *Declaration*

Declaration means this Declaration of Protective Covenants, as amended from time to time.

Section 1.06 *Development Agreement*

Development Agreement means the "Development Agreement for the Homesteads at Vineyard, located within the Town of Vineyard, Utah County, Utah, and Including the Homestead at Vineyard Project Plan" recorded as Entry No. 50956:2006 in the Utah County Recorder's Office, Utah County, Utah, as amended in that Agreement Amending and Clarifying the Development Agreement of The Homesteads at Vineyard, dated November 28, 2012, and recorded as Entry No. 107955:2012 on December 7, 2012, Utah county Recorder's Office, and as it may be amended, supplemented or replaced, from time to time with the consent of Declarant.

Section 1.07 *Dwelling*

Dwelling means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

Section 1.08 *Family*

Family shall mean and refer to Family as defined by the local zoning ordinance.

Section 1.09 *Governing Documents*

Governing Documents means the Declaration, the Development Agreement and Architectural Design Requirements as may exist at any given time.

Section 1.10 *Improvements*

Improvements means every structure or improvement of any kind, including but not limited to landscaping, Dwelling, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Project (but does not include any

exterior antenna or satellite dish, authorized in accordance with the Declaration).

Section 1.11 Lot

Lot means a subdivided parcel, lot, or plot of ground as designated on a plat map or record of survey map.

Section 1.12 Owner

Owner means the person or persons owning any Lot (including the holder of a buyer's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

Section 1.13 Property or Project

Property or Project means all of the land described in attached **Exhibit "A"** as it may be expanded from time to time.

Section 1.14 Resident

Resident means any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

Section 1.15 Sub-Area

Sub-Area means an area of property intended for Subdivision and development and identified as Additional Land in Exhibit "B" hereto. Sub-Areas may have Sub-Associations and varying housing types.

Section 1.16 Sub-Association

Sub-Association means an association of owners in a Sub-Area or more than one Sub-Area, but fewer than all Sub-Areas.

Section 1.17 Sub-Declaration

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

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 Property Subject

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is the Property and is located in Utah County, Utah, and is described on **Exhibit "A."**

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

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this

Declaration): (i) to improve the Project with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration, or any amendment or supplement hereto, is filed for record in the office of the County Recorder of Utah County, Utah.

Section 2.02 Additions to Property

- (a) Annexation of Property. The Declarant, its successors and assigns, shall have the unilateral right, without the necessity for consent from the Owners, to bring part or all of the Additional Land within the scheme of this Declaration as provided in this Article. The right to expand shall continue until all property identified as Additional Land or Sub-Areas are annexed and subjected to this Declaration. Only the Declarant may subject Additional Land or Sub-Areas to this Declaration.
- (b) Method of Annexation. Declarant may subject any Sub-Area or Additional Land to this Declaration by recording a supplemental declaration in the Utah County Recorder's Office, Utah. The supplemental declaration shall extend the scheme of the Declaration to the portion of the Additional Land to be added and subject that portion of the Additional Land to the Declaration. The described property shall thereupon become part of the Project. Upon the recording of a supplemental declaration, Owners of Additional Land to be added shall be subject to the same obligations and have the same rights as apply to the Owners of the Project.

ARTICLE III. PROPERTY RIGHTS IN LOTS

Section 3.01 Use and Occupancy

Except as otherwise expressly provided in this Declaration, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Dwelling. Each Lot shall be bound by, and the Owner shall comply with the Declaration for the mutual benefit of the Owners.

Section 3.02 Easements Reserved

In addition to the easements shown on the Plat or provided for under this Declaration or law, the following easements are hereby reserved for the benefit of the Owners:

- (a) Utility Easements. Public utility providers shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms of the Declaration, except for those improvements for which a public authority or utility provider is responsible.

Section 3.03 Easements Shown on the Plat

Lots shall be subject to the easements shown on the Plat.

ARTICLE IV. MAINTENANCE

Section 4.01 Owner Responsibility

All maintenance, repair, and replacement of the Lots, Dwellings, and improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain, repair, and replace such Lot and Dwelling in good repair and in accordance with the Governing Documents.

ARTICLE V. ARCHITECTURAL CONTROL

Section 5.01 Declarant Right of Approval

No improvements, alterations, repairs, excavation, landscape installation (other than minor plantings), or other work which in any way alters the exterior appearance of the Dwelling or the improvements located on a Lot shall be made without the prior approval of the Declarant. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Declarant. The Declarant may levy fees for plan review. The Declarant's review fees shall be reasonably related to the actual cost and time associated with the plan review. Declarant's plan review fees shall be considered an individual assessment to be paid by the Owner. The Declarant shall review plans and respond within a reasonable time. Declarant may, at a future date, transfer its rights under this Article VI to an organization of Owners, in Declarant's sole discretion.

- (a) Plan Submissions. No construction of a Dwelling or landscaping may commence without approval by the Declarant of the working drawings. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. The plans, specifications and working drawings to be submitted to the Developer shall be comprised of at least the following:
- (i) Plot Plans to scale showing the entire site (Lot), building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point of the street.
 - (ii) Detailed floor plans showing dimensions and measurements.
 - (iii) Detailed elevations, indicating all materials and showing existing and finished grades.
 - (iv) Details or exemplars of cornices, porches, windows, doors, garages, garden, walls, steps, patios, fences, carriage lights, etc.
 - (v) Detailed landscape plans, indicating number and types of plantings, retaining walls, and other landscape features (may be submitted at the time landscaping will be installed).
 - (vi) Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the Residence.

Section 5.02 Bulk Approval of Sub-Area Design and Construction

Builders may submit general building plans in bulk to the Declarant. The Declarant may approve a Builder's scheme in bulk or individually. The Declarant may condition bulk approval upon compliance with the Architectural Design Requirements. To obtain bulk approval, a Builder shall submit detailed plans for all proposed Dwelling, landscape plans and Improvements. Upon receiving bulk approval, the Builder or its agents, sub-contractors, laborers, and material providers used by Builders in construction of the Project, may use the approved plans on any Lot, subject to the Architectural Design Requirements, including any design repetition provisions or restrictions specified by Declarant.

Section 5.03 Architectural Design Requirements

When constructing a Dwelling or modifying, redecorating, remodeling, repairing, restoring, or replacing the exterior finishes or landscaping, Owners shall follow the Architectural Design Requirements. In addition to the Architectural Design Requirements approved by Declarant for any Owner or Builder, Owners are subject to the following architectural restrictions:

- (a) Minimum Size. Square footage of any Dwelling is expressed in terms which exclude garages, porches, verandas, patios, basements, eaves, overhangs and steps unless specifically stated. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from the minimum square footage requirements must be approved in writing by the Declarant, and all Dwellings must meet any requirements of the Development Agreement which are applicable to the Property.
- (b) Setbacks: No Residence shall be located on any lot nearer to the front lot line than 20 feet, if it is a garage and 18 feet, if it is the house front. On corner Lots which have side yards that border a street, no Residence shall be located on that Lot nearer to the side Lot line than 18 feet, if it is the side of a garage and 15 feet if it is not a garage. No Residence shall be located on any Lot nearer to the rear Lot line than 15 feet if the lot is 90 feet deep or greater, and if the Lot is less than 90 feet deep, setback to be one foot less for every foot under 90 feet. In any event, the minimum set back shall be 15 feet. Side setbacks: no Residence or Building shall be located nearer than five feet from the Lot line. The locations and setbacks shall be measured to the nearest projection or overhang of a Building wall (excluding roofs, soffits and fascia). If the Town of Vineyard Ordinances are more restrictive than the foregoing setback requirements, the Town of Vineyard Ordinances shall govern.
- (c) Repetitive Design. A Builder or Owner shall not use repetitive designs, styles, colors or elevations for any Dwelling except as approved by the Declarant. Declarant may specify its repetitive design requirements at the time of approval.
- (d) Paving: Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry stone, tile, brick or paving blocks. Gravel areas will not be permitted in any area of any Lot, except as part of an approved landscape plan.
- (e) Fences: Fences and walls are to be color coordinated with the approved dwelling colors and approved by the Declarant. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by the Town of Vineyard as non-buildable. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials shall be maintained

within: (i) a required front yard; (ii) in any portion of a rear yard which is highly visible from any street or non-adjoining Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Declarant; and (iii) any portion of the Lot having a slope greater than 30%.

All fences and walls may require a building permit from the Town of Vineyard and must have prior written approval of the Declarant.

- (f) Establish Drainage Pattern: Depending on the topography of each Lot, additional grading or improvements may have been performed, as needed, to facilitate the drainage of the Lot along with surrounding lots. Each Owner is responsible for ensuring that any drainage improvements, facilities, or modifications put in place by the Declarant or other local governing bodies are maintained, unaltered, and remain unobstructed to enable water to flow consistent with the Established Drainage Pattern (EDP = drainage pattern of each Lot at the time the certificate of occupancy was issued). Additionally, each Owner understands that no structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken, which may damage or interfere with the EDP, established public utility easements, lot ratios, create erosion or sliding problems, or may change the direction or flow of drainage channels, or obstruct the flow of water through the channels.

If an Owner interferes with the EDP, then he or she agrees to restore the property to its original condition and pay for any damages, including attorney's fees to enforce this provision. The Owner additionally understands that while Declarant may or may not enforce this damage clause, it will be available for each Owner's neighbors to reference should they seek recompense for damage to their Lot caused by changes an Owner has made to his or her own Lot.

Section 5.04 Waiver, Precedent, Estoppel

Approval or disapproval by the Declarant of any requested architectural change shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

Section 5.05 Noncompliance

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Declarant or its designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Declarant shall be an individual assessment to be paid by the Owner.

Section 5.06 Further Approvals by Declarant.

So long as a Builder or Owner constructs Improvements in compliance with the plans or specification approved by Declarant, no further approvals are needed by the Builder or Owner for the Improvements that have been approved. Nothing herein shall prevent Declarant from the ability to perform a complete review and approval of all proposed Improvements individually or in bulk, thereby negating the requirement of any future approvals. After a certificate of occupancy is

issued by the Town, and all approved Improvements are constructed, no further approvals shall be required by Declarant.

ARTICLE VI. RESTRICTIONS ON USE

Section 6.01 *Use of Lots - Residential Use*

Each of the Lots in the Project is limited to single Family residential use only. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions. Dwellings may be used for home based business, so long as the Resident obtains a business license, complies with local zoning code for home based business, and the business operations are not obvious from outside the Dwelling.

ARTICLE VII. SUB-ASSOCIATIONS

Section 7.01 *Sub-Associations*

The Sub-Declarations, and any Bylaws, rules and regulations governing a Sub-Association shall be consistent with the terms and provisions of this Declaration, but may be more restrictive. The provisions of this Declaration shall govern in any conflict between a Sub-Association Declaration and this Declaration. Prior to recording any Sub-Declaration, the declarant thereof shall submit a copy of the proposed Sub-Declaration to Declarant for approval. No Sub-Declaration may be recorded without the approval of Declarant and shall require the written signature of Declarant. Declarant shall have the same rights to enforce any Sub-Declaration as a Sub-Association, or Owner may have under the terms and conditions of the Sub-Declaration.

ARTICLE VIII. DECLARANT AND BUILDER RIGHTS

Section 8.01 *Rights of Declarant*

In addition to any other rights under the Declaration, as long as Declarant owns at least one (1) Lot within the Project or any portion of the Additional Land, or if a Builder owns at least one (1) Lot within the Project:

- (a) Sales Office and Model. Declarant and/or Builders shall have the right to maintain a sales office and model on one or more of the Lots which Declarant and/or Builder owns. Declarant, Builder, prospective purchasers, and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant and Builders may use the streets and Lots for customer parking.
- (b) "For Sale Signs." Declarant and/or Builders may maintain a reasonable number of "For Sale" signs, the size of which may be determined by the owner of the sign, at reasonable locations in property owned by the sign owner. Declarant and/or Builders may also use flags, balloons, banners, and any other marketing material determined advisable by the Declarant or Builder.
- (c) Approval of Amendments. For so long as the Declarant owns at least one Lot within the Project or Additional Land, Declarant shall have the right to approve all amendments to any Sub-Declaration in any Sub-Area. No person except Declarant may propose amendments to this Declaration.

Section 8.02 Easements Reserved to Declarant

- (a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.
- (b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Project in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.
- (c) The Declarant further reserves unto itself, and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the plat.
- (d) Declarant further reserves unto itself, and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.
- (e) Declarant further reserves unto itself for itself, its successors and assigns, and the Builders the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Project other than those Lots conveyed to Owners for all purposes necessary or appropriate to the full and final completion of construction of the Project.

The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots by Owners.

ARTICLE IX. COMPLIANCE AND ENFORCEMENT

Section 9.01 Compliance

Each Owner or resident of a Lot shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Declarant or an aggrieved Owner.

Section 9.02 Remedies

Subject to any limitation imposed under the Governing Documents or Utah law, Declarant, after notice and reasonable opportunity to cure, may bring an action against an Owner who is in default of the Governing Documents to recover damages or to enjoin, abate, or remedy such thing or condition of default by appropriate legal proceedings.

Section 9.03 Injunctive Relief

Nothing in this Section shall prevent an Owner or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. It is specifically provided herein that equitable relief by way of injunction or mandamus is an appropriate remedy even if damages are available to the parties.

ARTICLE X. AMENDMENT

Section 10.01 Amendments

- (a) Approval Required. Except as otherwise provided in this Declaration, this Declaration may only be amended in respect to the Property by approval of 67% of all Lots within the Property, and the approval of the Declarant.
- (b) Execution and Recordation. An amendment shall not be effective until the amendment is signed and acknowledged by the required number of Owners and Declarant and is recorded in the Recorder's Office of Utah County, Utah.
- (c) Declarant's Right to Amend. For so long as Declarant or its affiliates continue to own any part of the Property or Additional Land, Declarant may modify this Declaration to allow for and accommodate uses for any public purpose, school use, park use, church use, or street or easement use, or neighborhood commercial use less than two acres. Further, Declarant may declare that this Declaration is restricted solely to the Property or the Property and any portion of the Additional Land. Further, with the exception of subdivided and platted Lots within any part of the Property, Declarant may dissolve, terminate and render void and of no further force and effect this Declaration, for any part of the Property owned solely by Declarant or its affiliates, it being understood that Declarant may determine that alternative means for maintaining the quality of development may be otherwise obtained through zoning, the Development Agreement, or other restrictions approved by Declarant for the portion of the Property which is removed from this Declaration. This election shall be made by Declarant recording an election and termination of this Declaration solely for the portion of Property owned by Declarant, in Declarant's sole and absolute discretion. The election so recorded shall contain a complete statement of Declarant's rights hereunder and shall adequately describe the Property which is removed and terminated from this Declaration. For so long as Declarant owns any part of the Property and Additional Land, Declarant may modify this Declaration to correct clerical errors, make clarifications, or make other needed adjustments to give effect to this Declaration.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 11.01 Invalidity; Number; Captions

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include

the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

Section 11.02 *Joint Owners*

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

Section 11.03 *Lessees and Other Invitees*

Lessees, invitees, contractors, family members and other persons entering the Project under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Project. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

Section 11.04 *Nonwaiver*

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

Section 11.05 *Waiver, Precedent and Estoppel*

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

Section 14.07 *Environmental or Site Conditions*

The Declarant shall not in any way be considered an insurer or guarantor of environmental conditions or site conditions within the Project and shall not be held liable for any loss or damage by reason of any adverse environmental conditions or site conditions, including soils, groundwater or other unfavorable conditions on any Lot or within the Project. The Owners, Residents, guests and invitees of any Lot within the Project acknowledge that the Declarant has not represented or warranted that the construction or any improvements or construction materials are of a particular quality. The Owners further acknowledge that the Declarant is not an insurer and that each Owner and Resident of any Lot within the Project and each tenant, guest and invitee of any Owner assumes all risks for environmental conditions, or site conditions and acknowledges that the Declarant has made no representations or warranties in respect thereto, nor has any Owner, Resident, tenant, guest or invitee relied upon any representation or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to environmental conditions or site conditions within the Project.

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IN WITNESS WHEREOF, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the 20 day of May, 2014.

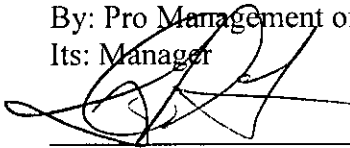
DECLARANT:

VINEYARD HOMESTEADS DEVELOPMENT 2012, LLC

dba PVH DEVELOPMENT, LLC

By: Pro Management of Utah, LLC

Its: Manager



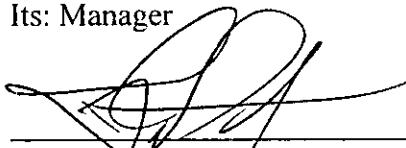
Glen R. Pettit, Manager

PROJECT OWNER:

VINEYARD HOMESTEADS POD 4, LLC

By: Pro Management Utah, LLC

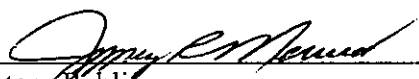
Its: Manager



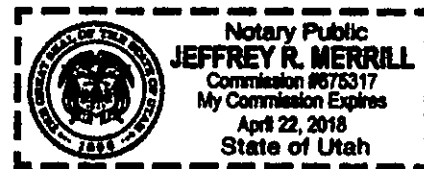
Glen R. Pettit, Manager

STATE OF UTAH)
 SS:
COUNTY OF SALT LAKE)

On the 20th day of May, 2014, acknowledged before me by Glen R. Pettit, as the Manager for Pro Management-Utah, LLC, as the Manager for Vineyard Homesteads Pod 4, LLC, a Utah limited liability company, for and on behalf of said company.



Notary Public



STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

On the 20th day of May, 2014, acknowledged before me by Glen R. Pettit, as the Manager for Pro Management-Utah, LLC, as the Manager for VINEYARD HOMESTEADS DEVELOPMENT 2012, LLC, dba PVH DEVELOPMENT, LLC, a Utah limited liability company, for and on behalf of said company.


Notary Public

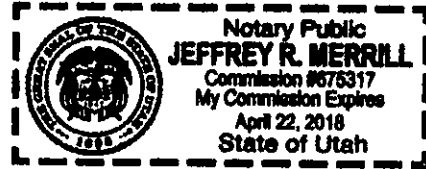


Exhibit "A"

[A part of 18:019:0012]

A parcel of land situated in the Northeast quarter of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and located in the Town of Vineyard, Utah County, Utah and being more particularly described as follows:

(Being The Maples Pod 4, Phase 1, proposed)

Beginning at a point situated South 89°38'03" West 711.72 feet along the extended center section line of Section 17, as defined by the found brass cap monuments marking the West quarter corner of Section 17 and the East quarter corner of Section 17 of said Township and Range from the East quarter corner of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and North 474.24 feet to the point of beginning; thence West 89.96 feet; thence South 71°01'50" West 59.22 feet; thence South 89°58'47" West 60.95 feet; thence North 0°01'13" West 90.23 feet; thence North 0°58'22" West 56.01 feet; thence South 89°59'45" West 4.73 feet; thence North 0°00'15" West 88.75 feet; thence North 89°45'35" East 6.37 feet; thence North 01°26'02" West 86.21 feet; thence North 10°56'41" East 57.83 feet; thence North 0°00'15" West 94.26 feet; thence North 89°59'45" East 782.23 feet; thence South 04°56'35" West 105.98 feet to a point on the arc of a 337.00 foot radius non-tangent curve to the right; thence Southwesterly 99.36 feet along the arc of said curve bearing to center South 89°22'45" West through a central angle of 16°53'34" (chord bearing South 07°49'32" West 99.00 feet) to a point of curvature with a 15.00 foot radius curve to the right; thence Southwesterly 24.16 feet along the arc of said curve through a central angle of 92°17'50" (chord bearing South 62°25'14" West 21.63 feet); thence North 71°25'51" West 5.44 feet; thence South 18°49'48" West 56.00 feet; thence South 71°25'51" East 17.62 feet to a point of a 15.00 foot radius curve to the right; thence Southeasterly 23.63 feet along the arc of said curve through a central angle of 90°15'39" (chord bearing South 26°18'01" East 21.26 feet); thence South 18°49'48" West 106.48 feet to a point of a 551.00 foot radius curve to the left; thence Southwesterly 66.06 feet along the arc of said curve through a central angle of 06°52'10" (chord bearing South 15°23'43" West 66.02 feet); thence North 77°43'44" West 100.04 feet; thence South 58°12'46" West 75.12 feet; thence West 179.16 feet; thence North 69°28'57" West 61.96 feet; thence South 88°34'09" West 95.24 feet to the point of beginning.

(Being The Maples Pod 4, Phase 1, proposed)

A parcel of land situated in the Northeast quarter of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and located in the Town of Vineyard, Utah County, Utah and being more particularly described as follows:

(Being The Maples Pod 4, Phase 2, proposed)

Beginning at a point situated South 89°38'03" West 340.22 feet along the extended center section line of Section 17, as defined by the found brass cap monuments marking the West quarter corner of Section 17 and the East quarter corner of Section 17 of said Township and Range, from the East quarter corner of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and North 45.50 feet to the point of beginning; thence South 89°38'03" West 436.00 feet; thence North 84°08'25" West 110.66 feet; thence South 89°38'03" West 119.12 feet to a point of a 15.00 foot radius curve to the right; thence Northwesterly 23.56 feet along the arc of said curve through a central angle of 90°00'00" (chord bearing North 45°21'44" West 21.21 feet); thence North 0°21'57" West 3.00 feet; thence South 89°38'03" West 56.00 feet; thence North 0°21'57" West 34.47 feet to a point of curvature with a 322.00 foot radius curve to the left; thence continuing 14.44 feet along the arc of said curve through a central angle of 02°34'10" (chord bears North 01°39'02" West 14.44 feet); thence North 9°15'21" East 45.23 feet; thence North 42°55'35" East 42.63 feet; thence North 0°00'15" West 257.01 feet; thence North 89°58'47" East 183.20

feet; thence North $71^{\circ}01'50''$ East 59.22 feet; thence East 89.96 feet; thence North $88^{\circ}34'09''$ East 95.24 feet; thence South $69^{\circ}28'57''$ East 61.96 feet; thence East 179.16 feet; thence North $58^{\circ}12'46''$ East 75.12 feet; thence South $77^{\circ}43'44''$ East 100.04 feet to a point of a 551.00 foot radius curve to the left; thence Southwesterly 115.02 feet along the arc of said curve through a central angle of $11^{\circ}57'37''$ (chord bearing South $05^{\circ}58'49''$ West 114.81 feet); thence South 61.53 feet to a point of a 379.50 foot radius curve to the right; thence Southwesterly 62.41 feet along the arc of said curve through a central angle of $09^{\circ}25'22''$ (chord bearing South $04^{\circ}42'41''$ West 62.34 feet) to a point of a 100.50 foot radius curve to the left; thence Southeasterly 53.22 feet along the arc of said curve through a central angle of $30^{\circ}20'22''$ (chord bearing South $05^{\circ}44'49''$ East 52.60 feet); thence South $20^{\circ}54'59''$ East 33.33 feet to a point of a 19.50 foot radius curve to the right; thence Southwesterly 17.80 feet along the arc of said curve through a central angle of $52^{\circ}17'23''$ (chord bearing South $05^{\circ}13'42''$ West 17.19 feet); thence South $31^{\circ}22'24''$ West 56.59 feet to a point of a 29.50 foot radius curve to the right; thence Southwesterly 16.57 feet along the arc of said curve through a central angle of $32^{\circ}10'54''$ (chord bearing South $47^{\circ}27'51''$ West 16.35 feet) to a point on a compound curve to the right, having a 329.50 foot radius; thence Southwesterly 84.39 feet along the arc of said curve bearing to center North $26^{\circ}26'42''$ West through a central angle of $14^{\circ}40'26''$ (chord bearing South $70^{\circ}53'31''$ West 84.16 feet) to the point of beginning.

(Being The Maples Pod 4, Phase 2, proposed)

EXHIBIT B
LEGAL DESCRIPTION OF ADDITIONAL LAND

PARCEL 3 (Pod 3) 18:016:0012

PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, AND THE NORTHWEST QUARTER SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED NORTH 89°38'03" EAST 1431.11 FEET ALONG THE CENTER SECTION LINE OF SECTION 17, FROM THE WEST QUARTER OF SAID SECTION AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE EAST AND THE WEST QUARTER CORNER OF SECTION 17, AND NORTH 78.99 FEET TO A POINT ON THE WEST LINE OF THE WINN PARCEL AND THE POINT OF BEGINNING; AND RUNNING THENCE SOUTH 89°38'03" WEST 15.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2051.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°35'28" A DISTANCE OF 164.34 FEET (CHORD BEING SOUTH 87°20'19" WEST); THENCE SOUTH 85°02'35" WEST 189.34 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1950.00 FOOT RADIUS CURVE THE RIGHT THROUGH A CENTRAL ANGLE OF 4°35'28" A DISTANCE OF 156.25 FEET (CHORD BEING SOUTH 87°20'19" WEST); THENCE SOUTH 89°38'03" WEST 22.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 23.56 FEET; (CHORD BEING NORTH 45°21'57" WEST 21.21 FEET); THENCE NORTH 00°21'57" WEST 5.50 FEET; THENCE SOUTH 89°38'03" WEST 56.00 FEET; THENCE SOUTH 00°21'57" EAST 5.50 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 23.56 FEET (CHORD BEING SOUTH 44°38'03" WEST 21.21 FEET); THENCE SOUTH 89°38'03" WEST 753.94 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 220.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°48'21" A DISTANCE OF 64.68 FEET (CHORD BEING SOUTH 81°13'52" WEST 64.44 FEET); THENCE SOUTH 72°49'42" WEST 19.01 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°48'19" A DISTANCE OF 16.95 FEET (CHORD BEING NORTH 82°16'09" WEST 16.42 FEET); THENCE NORTH 57°21'59" WEST 31.88 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 29.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°08'25" A DISTANCE OF 21.18 FEET (CHORD BEING NORTH 36°47'46" WEST 20.73 FEET); TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 879.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°13'34" A DISTANCE OF 249.07 FEET CHORD BEING NORTH 08°06'47" WEST 248.24 FEET); THENCE NORTH 36.88 FEET TO A POINT ON A 449.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°23'24" A DISTANCE OF 42.24 FEET (CHORD BEING NORTH 02°41'42" EAST 42.24 FEET) TO A POINT ON A 477.25 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'28" A DISTANCE OF 103.49 FEET (CHORD BEING NORTH 18°39'56" EAST 103.29 FEET) ; THENCE NORTH 18°49'48" EAST 108.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 23.49 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°44'21" (CHORD BEARING NORTH 63°41'58" EAST 21.16 FEET); THENCE SOUTH 71°25'51" EAST 0.57 FEET; THENCE NORTH 18°49'48" EAST 56.00 FEET; THENCE NORTH 71°25'51" WEST 12.67 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88°24'32" A DISTANCE OF 23.14 FEET (CHORD BEARING NORTH 27°13'35" WEST 20.92 FEET) TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 451.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°31'25" A DISTANCE OF 145.81 (CHORD BEING NORTH 07°42'58" EAST 145.17 FEET) TO A POINT ON THE QUARTER SECTION LINE; THENCE SOUTH 01°32'44" EAST 21.63 FEET ALONG SAID QUARTER SECTION LINE; THENCE SOUTH 89°44'41" EAST 1012.71 FEET; THENCE SOUTH 42°35'41" EAST 295.50 FEET; THENCE SOUTH 25°55'41" EAST 549.10 FEET TO THE POINT OF BEGINNING.

PARCEL 4 (Pod 4) 18:019:0012

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18 TOWNSHIP 6, SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SITUATED SOUTH 89°38'03" WEST 340.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 18 TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND NORTH 45.50 FEET TO THE POINT OF BEGINNING THENCE; SOUTH 89°38'03" WEST 436.00 FEET; THENCE NORTH 84°08'25" WEST 110.66 FEET; THENCE SOUTH 89°38'03" WEST 119.12 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 45°21'44" WEST 21.21 FEET); THENCE NORTH 0°21'57" WEST 3.00 FEET; THENCE SOUTH 89°38'03" WEST 56.00 FEET; THENCE SOUTH 00°21'57" EAST 15.00 FEET TO A POINT OF A 15.00 RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 23.56 ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 44°38'03" WEST 21.21 FEET); THENCE SOUTH 89°38'03" WEST 550.69 FEET TO A POINT A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 557.11 FOOT RADIUS; THENCE SOUTHWESTERLY 83.95 FEET ALONG ARC OF SAID CURVE BEARING TO CENTER SOUTH 00°37'27" EAST THROUGH A CENTRAL ANGLE OF 08°38'00" (CHORD BEARING SOUTH 85°03'33" WEST 83.87 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 73.00 FOOT RADIUS; THENCE SOUTHWESTERLY 19.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 09°27'35" WEST THROUGH A CENTRAL ANGLE OF 15°21'08" (CHORD BEARING SOUTH 88°12'59" WEST 19.50); TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH WESTERLY 21.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°02'26" (CHORD BEARING NORTH 42°35'14" WEST 19.89 FEET); THENCE NORTH 01°04'01" WEST 880.93 FEET; THENCE NORTH 89°59'45" EAST 1648.00 FEET; THENCE SOUTH 04°56'35" WEST 105.98 FEET, TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 337.00 FOOT RADIUS; THENCE SOUTHWESTERLY 99.36 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 89°22'45" WEST THROUGH A CENTRAL ANGLE OF 16°53'34" (CHORD BEARING SOUTH 07°49'32" WEST 99.00 FEET); TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY 24.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°17'50" (CHORD BEARING SOUTH 62°25'14" WEST 21.63 FEET); THENCE NORTH 71°25'51" WEST 5.44 FEET; THENCE SOUTH 18°49'48" WEST 56.00 FEET; THENCE SOUTH 71°25'51" EAST 17.62 FEET; TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY 23.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°15'39" (CHORD BEARING SOUTH 26°18'01" EAST 21.26 FEET); THENCE SOUTH 18°49'48" WEST 106.48 FEET; TO A POINT OF A 551.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHWESTERLY 181.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'48" (CHORD BEARING SOUTH 09°24'54" WEST 180.27 FEET); THENCE SOUTH 61.53 FEET; TO A POINT OF A 379.50 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY 62.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°25'22" (CHORD BEARING SOUTH 04°42'41" WEST 62.34 FEET); TO A POINT OF A 100.50 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY 53.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°20'22" (CHORD BEARING SOUTH 05°44'49" EAST 52.60 FEET); THENCE SOUTH 20°54'59" EAST 33.33 FEET; TO A POINT OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY 17.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°17'23" (CHORD BEARING SOUTH 05°13'42" WEST 17.19 FEET); THENCE SOUTH 31°22'24" WEST 56.59 FEET; TO A POINT OF A 29.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 16.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°10'54" (CHORD BEARING SOUTH 47°27'51" WEST 16.35 FEET) TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; HAVING A 329.50 FOOT RADIUS, THENCE SOUTHWESTERLY 84.39 ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 26°26'42" WEST THROUGH A CENTRAL ANGLE OF 14°40'26" (CHORD BEARING SOUTH 70°53'31" WEST 84.16); TO THE POINT OF BEGINNING.

PARCEL 5 (Pod 6) 18:20:0028

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6, SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH, AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SITUATED SOUTH 89°38'03" WEST 273.67 FEET ALONG THE EXTENDED CENTER SECTION LINE OF SECTION 17, AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE WEST QUARTER CORNER OF SECTION 17 AND THE EAST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE, AND SOUTH 24.50 FEET TO THE POINT OF BEGINNING LOCATED ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A 30.00 FOOT RADIUS; THENCE SOUTHEASTERLY 8.32 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 41°47'23" WEST THROUGH A CENTRAL ANGLE OF 15°53'47" (CHORD BEARING SOUTH 40°15'44" EAST 8.30 FEET); THENCE SOUTH 32°18'50" EAST 20.18 FEET TO A POINT OF A 340.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 187.26 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 58°26'36" WEST THROUGH A CENTRAL ANGLE OF 31°33'24" (CHORD BEARING SOUTH 15°46'42" EAST 184.90); THENCE SOUTH 113.77 FEET; THENCE SOUTH 03°20'33" WEST 113.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A 1040.50 FOOT RADIUS; THENCE SOUTHEASTERLY 110.28 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 84°10'27" EAST THROUGH A CENTRAL ANGLE OF 06°04'21" (CHORD BEARING SOUTH 08°51'43" EAST 110.23); TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING 15.00 FOOT RADIUS; THENCE SOUTHWESTERLY 22.95 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 78°06'06" WEST THROUGH A CENTRAL ANGLE OF 87°39'55" (CHORD BEARING SOUTH 31°56'03" WEST 20.78 FEET); THENCE SOUTH 75°46'01" WEST 15.75 FEET; THENCE SOUTH 14°13'59" EAST 56.00 FEET; THENCE NORTH 75°46'01" EAST 27.76 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE SOUTHEASTERLY 22.94 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 14°13'59" EAST THROUGH A CENTRAL ANGLE OF 87°38'18" (CHORD BEARING SOUTH 60°24'50" EAST 20.77 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 1028.50 FOOT RADIUS; THENCE SOUTHEASTERLY 180.10' ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 73°24'19" EAST THROUGH A CENTRAL ANGLE OF 10°02'00" (CHORD BEARING SOUTH 21°36'41" EAST 179.87 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 1471.50 FOOT RADIUS; THENCE SOUTHEASTERLY 149.76 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 63°22'19" WEST THROUGH A CENTRAL ANGLE OF 05°49'52" (CHORD BEARING SOUTH 23°42'45" EAST 149.69 FEET); THENCE SOUTH 12°20'31" EAST 108.47 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 1459.50 FOOT RADIUS; THENCE SOUTHEASTERLY 94.00 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 77°06'32" EAST THROUGH A CENTRAL ANGLE OF 03°41'25" (CHORD BEARING SOUTH 14°44'10" EAST 93.99 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT HAVING A 15.00 FOOT RADIUS; THENCE SOUTHWESTERLY 24.13 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 77°06'32" WEST THROUGH A CENTRAL ANGLE OF 92°10'56" (CHORD BEARING SOUTH 33°12'00" WEST 21.61 FEET); THENCE SOUTH 79°17'28" WEST 193.22 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 1210.00 FOOT RADIUS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 569.98 FEET BEARING TO CENTER NORTH 10°42'32" WEST THROUGH A CENTRAL ANGLE OF 26°59'23" (CHORD BEARING NORTH 87°12'51" WEST 564.72 FEET); THENCE NORTH 73°43'10" WEST 25.84 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 16°16'50" EAST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 28°43'10" WEST 21.21 FEET); THENCE NORTH 16°16'50" EAST 3.50 FEET; THENCE NORTH 73°43'10" WEST 56.00 FEET; SOUTH 16°16'50" WEST 3.50 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 73°43'10" WEST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 61°16'50" WEST 21.21 FEET); THENCE NORTH 73°43'10" WEST 136.57 FEET TO A POINT OF A 1540.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 464.93 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 16°16'50" WEST THROUGH A CENTRAL ANGLE OF 17°17'51" (CHORD BEARING NORTH 82°22'05" WEST 463.16 FEET); THENCE SOUTH 88°58'57" WEST 269.30 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHWESTERLY 23.55 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 01°01'17" WEST THROUGH A CENTRAL ANGLE OF 89°57'16" (CHORD BEARING NORTH 46°02'39" WEST 21.20 FEET); THENCE NORTH 01°04'01" WEST 972.64 FEET TO A POINT OF A

NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHEASTERLY 21.87 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 88°56'48" EAST THROUGH A CENTRAL ANGLE OF 83°22'14" (CHORD BEARING NORTH 40°42'55" EAST 19.98 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 290.00 FOOT RADIUS; THENCE NORTHEASTERLY 36.19 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 07°30'58" EAST THROUGH A CENTRAL ANGLE OF 07°09'00" (CHORD BEARING NORTH 86°03'32" EAST 36.17 FEET); THENCE NORTH 89°38'03" EAST 388.97 FEET; THENCE SOUTH 84°08'27" EAST 110.67 FEET; THENCE NORTH 89°38'03" EAST 117.73 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE SOUTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 00°21'57" EAST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 45°21'57" EAST 21.21 FEET); THENCE SOUTH 00°21'57" EAST 15.00 FEET; THENCE NORTH 89°38'03" EAST 56.00 FEET; THENCE NORTH 00°21'57" WEST 27.00 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 89°38'03" EAST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 44°38'03" EAST 21.21 FEET); THENCE NORTH 89°38'03" EAST 645.34 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 160.00 FOOT RADIUS; THENCE NORTHEASTERLY 35.89 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 00°21'57" WEST THROUGH A CENTRAL ANGLE OF 12°51'03" (CHORD BEARING NORTH 83°12'32" EAST 35.81 FEET); THENCE NORTH 89°38'03" EAST 50.38 FEET TO THE POINT OF BEGINNING.

PARCEL 6

(Pod 7 West) 18:020:0022

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

BEGINNING AT A POINT BEING LOCATED SOUTH 89°38'03" WEST 1722.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE (BASIS OF BEARING AS MEASURED BETWEEN THE FOUND UTAH COUNTY BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER SECTION 17 AND THE WEST QUARTER CORNER OF SECTION 17) AND SOUTH 1096.22 FEET; THENCE NORTH 88°58'59" EAST 269.22 FEET; TO A POINT OF CURVATURE A 1477.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 445.90 FEET THROUGH A CENTRAL ANGLE OF 17°17'51" (CHORD BEARING SOUTH 82°22'05" EAST 444.21 FEET); THENCE SOUTH 73°43'10" EAST 130.57 FEET; TO A POINT OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 32.99 FEET ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 28°43'10" EAST 29.70 FEET); THENCE SOUTH 16°16'50" WEST 14.50 FEET; THENCE SOUTH 73°43.10 EAST 28.00 FEET; THENCE SOUTH 16°16'50" WEST 346.19 FEET; THENCE SOUTH 14°06'39" WEST 45.35 FEET; THENCE SOUTH 07°47'29" WEST 87.00 FEET; THENCE SOUTH 01°42'04" WEST 40.54 FEET; THENCE SOUTH 00°14'19" EAST 406.95 FEET; THENCE SOUTH 89°45'29" WEST 723.20 FEET; THENCE NORTH 20°44'55" WEST 73.33 FEET; THENCE NORTH 01°04'01" WEST 967.97 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 23.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°03'00" (CHORD BEARING NORTH 43°57'29" EAST 21.22 FEET) TO THE POINT OF BEGINNING.

(Pod 7 East) 18:020:0021

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

BEGINNING AT A POINT BEING LOCATED SOUTH 89°38'03" WEST 850.31 FEET FROM THE WEST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE (BASIS OF BEARING AS MEASURED BETWEEN THE FOUND UTAH COUNTY BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER SECTION 17 AND THE WEST QUARTER CORNER OF SECTION 17) AND SOUTH 1240.42 FEET;

(TANGENT Rad. Arc.)

THENCE SOUTH 73°43'10" EAST 28.00 FEET; THENCE NORTH 16°16'50" EAST 14.50 FEET TO A POINT OF CURVATURE WITH A 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 32.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" ; THENCE SOUTH 73°43'10" EAST 19.83 FEET TO A POINT OF CURVATURE WITH A 1273.00 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 599.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'23"; THENCE NORTH 79°17'28" EAST 194.43 FEET TO A POINT OF CURVATURE WITH A 26.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 41.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°56'33" TO A POINT OF CURVATURE OF A 1471.50 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE CONTINUING 111.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°20'15" (CHORD BEARS SOUTH 06°35'51" EAST 111.37 FEET; THENCE SOUTH 04°25'44" EAST 81.87 FEET TO A POINT OF CURVATURE WITH A 1971.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 152.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°25'44"; THENCE SOUTH 179.65 FEET; THENCE SOUTH 06°14'40" WEST 110.32 FEET; THENCE SOUTH 95.33 FEET TO A POINT OF CURVATURE WITH A 26.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 40.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 90°00'00"; THENCE WEST 4.00 FEET; THENCE SOUTH 56.00 FEET; THENCE EAST 5.00 FEET TO A POINT OF CURVATURE WITH A 26.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 40.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 68.94 FEET; THENCE SOUTH 89°45'29" WEST 1024.46 FEET; THENCE NORTH 0°14'18" WEST 406.95 FEET; THENCE NORTH 01°41'50" EAST 40.54 FEET; THENCE NORTH 07°47'29" EAST 87.00 FEET; THENCE NORTH 14°06'39" EAST 45.35 FEET; THENCE NORTH 16°16'50" EAST 346.19 FEET TO THE POINT OF BEGINNING.

ENT 36066:2014 PG 20 of 23

PARCEL 7 (Pod 8) 18:015:0127

A Parcel of land located in the Southwest Quarter of Section 17 and the Southeast Quarter of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point being located North 89°38'03" East along the center section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 365.87 feet and South 51.00 feet;

And running thence South for a distance of 493.19 feet;

Thence South 17°09'30" West 145.07 feet;

Thence North 87°20'13" West 76.15 feet to a point of curvature with a 278.00 foot radius curve to the right;

Thence continuing 147.21 feet along the arc of said curve through a central angle of 30°20'22" to a point of reverse curvature with a 222.00 foot radius curve to the left;

Thence continuing 183.02 feet along the arc of said curve through a central angle of 47°14'08" to the Easterly line of Main Street Parkway, Thence along the Right of Way lines the following courses;

Thence North 14°13'59" West for a distance of 56.00 feet;

Thence South 75°46'01" West for a distance of 15.00 feet to a point of curvature with a 15.00 foot radius curve to the right;

Thence continuing 24.25 feet along the arc of said curve through a central angle of 92°37'23" (Chord bears North 57°55'17" West 21.69 feet) to a point of compound curvature of a 954.50 foot radius curve to the right;

Thence continuing 193.41 feet along the arc of said curve through a central angle of 11°36'36"

Thence North 161.25 feet to the point of curvature of a 191.50 foot radius curve to the left;

Thence continuing 67.32 feet along the arc of said curve through a central angle of 20°08'30" (Chord bears North 10°04'15" West 66.97 feet) to a point of reverse curvature with a 20.50 radius curve to the right;

Thence continuing 34.35 feet along the arc of said curve through a central angle of 95°53'39" (Chord bears North 27°48'19" East 30.44 feet) to a point of curvature with a 1479.50 foot radius curve to the right;

Thence continuing 358.46 feet along the arc of said curve through a central angle of 13°52'54" (Chord bears North 82°41'36" East 357.58 feet);

Thence North 89°38'03" East for a distance of 141.94 feet to the point of beginning.

PARCEL 8 (Pod 9) 18:015:0128

A Parcel of land located in the Southwest Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point being located North 89°38'03" East along the center section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 365.87 feet and South 544.19 feet;

And running Thence East for a distance of 933.65 feet;

Thence South for a distance of 22.68 feet;

Thence North 89°34'21" East for a distance of 69.02 feet;

Thence South 13°19'57" West for a distance of 90.82 feet;

Thence South 21°57'57" West for a distance of 172.02 feet;

Thence South 46°35'31" West for a distance of 200.16 feet;

Thence South 53°52'49" West for a distance of 177.43 feet;

Thence South 03°05'40" East for a distance of 60.49 feet;

Thence South 17°01'14" West for a distance of 105.69 feet;

Thence South 00°41'06" West for a distance of 405.83 feet;

Thence South 84°27'33" West for a distance of 105.55 feet;

Thence North 60°56'09" West for a distance of 88.90 feet;

Thence North 31°10'49" West for a distance of 160.75 feet;

Thence North 13°48'21" West for a distance of 114.78 feet;

Thence North 02°09'55" West for a distance of 90.07 feet;

Thence North 00°16'54" East for a distance of 122.62 feet;

Thence North 42°39'38" West for a distance of 54.53 feet;

Thence North 32°47'29" West for a distance of 102.09 feet;

Thence North 26°41'26" West for a distance of 110.51 feet;

Thence North 21°04'56" West for a distance of 97.70 feet;

Thence North 27°59'54" West for a distance of 27.96 feet;

Thence South 89°08'38" West for a distance of 100.19 feet;

Thence North 66°14'47" West for a distance of 162.30 feet;

Thence North 12°55'46" East for a distance of 47.21 feet to a point on the arc of a 278.00 foot radius non tangent curve to the left;

Thence continuing 9.53 feet along the arc of said curve through a central angle of 01°57'48" (Chord bears South 86°21'20" East 9.53 feet);

Thence South 87°20'13" East 76.15 feet;

Thence North 17°09'30" East 145.07 feet to the point of beginning.

PARCEL 9 (Pod 10) 18:015:0129

A Parcel of land located in the Southwest Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point being located North 89°38'03" East along the center section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 943.05 feet and South 1820.53 feet;

Thence running South 89°57'55" East 727.27 feet; Thence South 26°19'40" West 10.66 feet to a point of curvature with a 178.00 foot radius curve to the left;

Thence continuing 81.85 feet along the arc of said curve through a central angle of 26°20'45"; Thence South 0°01'05" East 247.45 feet to a point on a boundary line agreement (per entry number 149923-2006 of official records);

Thence along said boundary line agreement South 89°58'55" West for a distance of 1495.45 feet to the East line of Main Street Parkway per the Homesteads Road Dedication plat as recorded in Entry Number 137765:2007 in the Utah County Recorder's office;

Thence along said Easterly Right of Way line the following 6 courses North for a distance of 79.88 feet to a point of curvature of 15.00 foot radius curve to the right;

Thence continuing 23.56 feet along the arc of said curve through a central angle of 90°00'00" (Chord bears North 45°00'00" East 21.21 feet);

Thence North for a distance of 56.00 feet;

Thence West for a distance of 12.00 feet to a point on the arc of a 15.00 foot radius curve to the right;

Thence continuing 23.56 feet along the arc of said curve through a central angle of 90°00'00" (Chord bears North 45°00'00" West 21.21 feet);

Thence, North for a distance of 395.65 feet to a point of curvature of a 2045.50 foot radius curve to the left;

Thence continuing 65.38 feet along the arc of said curve through a central angle of 01°49'53" (Chord bears North 00°54'56" West for 65.38 feet);

Thence North 39°23'45" East for a distance of 59.28 feet;

Thence North 47°26'29" East for a distance of 62.45 feet;

Thence North 70°31'53" East for a distance of 122.63 feet;

Thence South 70°19'44" East for a distance of 133.25 feet;

Thence South 22°27'59" East for a distance of 240.16 feet;

Thence South 24°25'36" West for a distance of 19.00 feet;

Thence South 43°51'56" West for a distance of 176.26 feet;

Thence South 20°36'18" East for a distance of 84.12 feet;

Thence South 60°15'39" East for a distance of 55.01 feet;

Thence South 00°01'05" East for a distance of 79.38 feet;

Thence North 89°58'55" East for a distance of 230.74 feet to a point of curvature of a 272.00 foot radius curve to the left;

Thence continuing 48.45 feet along the arc of said curve through a central angle 10°12'18" (Chord bears North 84°52'46" East 48.38 feet);

Thence North 79°46'37" East for a distance of 104.83 feet;

Thence North for a distance of 86.86 feet;

Thence North 36°56'50" East for a distance of 65.46 feet;

Thence North 50°47'37" East for a distance of 24.54 feet to the point of beginning;

PARCEL 10 (Pod 11) 18:015:0130

A Parcel of land located in the Southwest Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point being located North 89°38'03" East along the center section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 1756.81 feet and South 915.01 feet;

And running thence North 88°34'57" East for a distance of 61.66 feet;

Thence North 85°56'59" East for a distance of 155.62 feet;

Thence South 20°18'57" East for a distance of 246.82 feet;

Thence North 88°45'01" West for a distance of 278.48 feet;

Thence South 00°51'24" East for a distance of 215.24 feet;

Thence South 89°51'54" West for a distance of 96.92 feet;

Thence South 00°00'08" West for a distance of 249.07 feet to a point on a boundary line agreement (per entry number 149923-2006 of official records);

Thence along said boundary line agreement the following 3 courses,

North 89°59' 58" East for a distance of 257.28 feet;

Thence South 00°00'02" East for a distance of 213.49 feet;

Thence North 89°59'58" East for a distance of 512.74 feet;

Thence South 35°50'00" East for a distance of 44.47 feet;

Thence South 54°10'00" West for a distance of 151.65 feet;

Thence South 35°50'00" East for a distance of 84.74 feet;

Thence South 32°41'13" East for a distance of 193.06 feet to a point on a boundary line agreement (per entry number 149923-2006 of official records);

Thence along said boundary line agreement South 89°58'55" West for a distance of 867.01 feet;

Thence North 0°01'05" West 247.45 feet to a point of curvature with a 178.00 foot radius curve to the right;

Thence continuing 81.85 feet along the arc of said curve through a central angle of 26°20'45";

Thence North 26°19'40" East 10.66 feet;

Thence North 89°57'55" West 727.27 feet;

Thence North 50°47'37" East for a distance of 109.59 feet;

Thence North 59° 56' 39" East for a distance of 111.89 feet

Thence North 40° 46' 24" East for a distance of 100.01 feet

Thence North 22° 30' 48" East for a distance of 104.78 feet

Thence North 36° 25' 47" East for a distance of 84.42 feet

Thence North for a distance of 150.04 feet

Thence North 28° 40' 29" East for a distance of 171.94 feet

Thence North 36° 19' 44" East for a distance of 108.05 feet

Thence North 81° 18' 04" East for a distance of 112.87 feet

Thence North 61° 55' 29" East for a distance of 118.20 feet

Thence North 31° 40' 16" East for a distance of 43.92 feet

Thence North 59° 56' 16" East for a distance of 82.88 feet

Thence North 74° 16' 55" East a distance of 20.00 feet to the point of beginning;