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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR CLEARFIELD CITY

ENABLING DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF

D JON'S PARK SUBDIVISION PHASE 1

THIS ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is made and executed this 4th day of
August 2014, by Wall Brothers Construction, LLC, hereinafter referred to as
"Declarant,"

12 - 803 - 0101 thru
0116

WITNESSETH:

WHEREAS, Declarant is the owner of that certain parcel of real property
situated in Davis County, State of Utah, and more particularly described in
ARTICLE II herein.

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants, and conditions which are for the purpose of
protecting the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title or interest in the
described properties or any part thereof, their heirs, successors and assigns, and
shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

When used in this Declaration, the following terms shall have the
meaning indicated:

Section 1.1. "Association" shall mean and refer to Jon's Park
Homeowners Association, its successors and assigns.

Section 1.2. "Declarant" shall mean and refer to Wall Brothers
Construction, LLC and its successors and assigns.

Section 1.3. "Owner" shall mean and refer to the record owner, whether
one or more *persons* or entities, of a fee simple title to any lot which is a part of
the properties, including contract sellers, but excluding those having such interest
merely as security for the performance of an obligation.

Section 1.4. "Declaration" shall mean and refer to this Enabling Declaration of Covenants,
Conditions and Restrictions of Jon's Park Subdivision Phases 1, and all amendments hereto.

Section 1.4.5 "Future Lot Owner" shall mean and refer to those lots anticipated to be recorded as "phase 2" of Jon's Park Subdivision to which these CCR's and the use of Common Area is intended to be applicable as this Declaration is amended in the future. Future Lot Owner's shall be required to share in the Common Area Expenses as stated in Exhibit A.

Section 1.5. "Lot" shall mean and refer to each individual Lot within the Jon's Park Subdivision Phase 1, as shown on the plat maps of the recorded subdivisions of the properties, with the exception of the common areas.

Section 1.6. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.7. "Management Committee and Committee" shall mean and refer to the Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the by-laws and rules and regulations of the Association.

Section 1.8. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owner..The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL OF THE AREA DESIGNATED AS COMMON AREA ON THE
RECORDED PLAT OF JON'S PARK SUBDIVISION PHASE 1

Section 1.9. "Manager" shall mean and refer to the person or entity designated by the Association to manage the Project.

Section 1.10. "Plat" shall mean and refer to the official subdivision plats of Jon's Park Subdivision Phase 1, as filed and recorded in the Official Records of the Davis County Recorder.

Section 1.11. Left Blank

Section 1.12. "Mortgage" shall mean and refer to the Deed of Trust as well as the mortgage.

Section 1.13. "Mortgage" shall mean and refer to the beneficiary or holder under Deed of Trust as well as a mortgage.

Section 1.14. "Person" shall mean and refer to any legal entity as well as natural person.

Section 1.15. "Project" shall mean and refer to the Jon's Park Subdivision Phase 1, consisting of 26 individual Lots.

ARTICLE II
GRANT AND SUBMISSION

Declarant hereby submits to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Davis County, Utah, and more fully described as follows:

Jon's Park Phase 1

BOUNDARY DESCRIPTION

A SUBDIVISION LOCATED IN THE NORTHEAST EAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PHEASANT CREEK PHASE 2 SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING LOCATED SOUTH 00°11'45" WEST ALONG SECTION LINE 1172.10 FEET AND EAST 1077.38 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION AND RUNNING
THENCE NORTHERLY AND WESTERLY ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) CALLS:
NORTH 00°35'00" EAST 258.28 FEET,
NORTH 84°32'04" WEST 173.28 FEET TO A POINT ON THE SOUTH LINE OF SMITHTOWNE SUBDIVISION No. 1 AS RECORDED WITH SAID RECORDER;
THENCE NORTH 00°11'45" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 36.99 FEET TO A POINT ON THE SOUTH LINE OF JON'S PARK SUBDIVISION PHASE 2 (NOT YET RECORDED);
THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND EASTERLY THE FOLLOWING ELEVEN (11) CALLS ALONG SAID SUBDIVISION (NOT YET RECORDED);
(1) NORTH 89°19'00" EAST 100.12 FEET TO A POINT OF CURVATURE (2) SOUTHEASTERLY ALONG THE ARC OF A 119.74 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°41'03" A DISTANCE OF 57.86 FEET (CHORD BEARS: S 76°50'28" E 57.30 FEET) (3) SOUTH 62°59'57" EAST 10.00 FEET TO A POINT ON THE ARC OF 50 FOOT NON-TANGENT CURVE TO THE LEFT (4) SOUTHEASTERLY ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 107°09'44" A DISTANCE OF 93.52 FEET (CHORD BEARS S 42°50'25" E 80.47 FEET) TO A POINT OF REVERSE CURVATURE (5) SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH CENTRAL ANGLE OF 43°49'57" A DISTANCE OF 11.48 FEET (CHORD BEARS: S 74°30'18" E 11.20 FEET) (6) SOUTH 07°57'27" WEST 74.28 FEET (7) SOUTH 09°21'24" EAST 48.49 FEET (8) SOUTH 89°49'30" EAST 18.38 FEET, (9) SOUTH 78°12'49" EAST 101.24 FEET, (10) SOUTH 89°49'30" EAST 206.06 FEET, (11) NORTH 58°53'17" EAST 77.58 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION AND THE EASTERLY RIGHT OF WAY LINE (PER DEED); THENCE SOUTHEASTERLY ALONG SAID EAST LINE THE FOLLOWING FIVE (5) CALLS: (1) SOUTH 29°56'00" EAST 7.70 FEET (2) EAST 11.82 FEET (3) SOUTH 29°56'00" EAST 264.71 FEET (4) THENCE NORTH 89°59'59" WEST 11.82 FEET (5) THENCE SOUTH 29°56'00" EAST 74.71 FEET TO THE NORTH LINE OF SADDLEWOOD SUBDIVISION PHASE 2 EXTENDED AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 89°49'30" WEST 623.08 FEET TO AND ALONG SAID SUBDIVISION AND ALONG THE NORTH LINE OF PHASE 1 OF SAID SUBDIVISION TO THE EAST LINE OF SAID PHEASANT CREEK PHASE 2 SUBDIVISION AS RECORDED WITH SAID COUNTY RECORDER; THENCE NORTH 00°35'00" EAST 168.23 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. CONTAINING: 163,321 SQ. FT. (3.75 ACRES - 14 LOTS)

ARTICLE III
PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment. Every owner of a Lot at Jon's Park Subdivision Phase 1, shall have a right and easement of enjoyment in and to the Common Area which should be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend *the* voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective

unless an instrument agreeing to such dedication or transfer is signed by two thirds (2/3) of each class of members has been recorded.

Section 3.2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE IV COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions.

Section 4.1. Name. The Project, as submitted to the provisions of this Declaration, shall be known as Jon's Park Subdivision Phase 1.

Section 4.2. Description of Lots. The Project consists of individual Lots, each of which will include the improvements authorized on the Map and/or by the City of Clearfield, Utah. All improvements shall be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The Lots, their locations, and approximate dimensions, are indicated on the respective Plats.

Section 4.3. Common Areas and Facilities. The common areas and facilities of the Project shall be and are, grass and lawn areas, specifically designated recreational vehicle and public parking areas, if any, and any and all other common areas pursuant to the terms of this Declaration. A Lot owner shall be entitled to use the common areas.

Section 4.4. Rights to Common Areas and Facilities. Each Lot shall share in the right to use and enjoy Common Areas and Facilities on an equal basis of all other lot owners and Future Lot Owners of any part of Jon's Park Subdivision. It is anticipated that an additional phase (phase 2) will be build and those Lot owners shall share in this right to access and use the Common Area.

Section 4.5. Voting-Common Expense-Ownership in Common Areas and Facilities. The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit A, and shall be used for all purposes including, but not limited to, voting and sharing of the common expenses in the proportionate amount equal to the percentage of undivided ownership therein. The Association shall be the record owner of all common areas and facilities. Future phases of Jon's park will change this percentage according to added number of lots amended to this Declaration.

Section 4.6. Easements and Encroachments. If any portion of the common areas and facilities or any fences or walls adjacent to a Lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted or repaired, encroachment shall be permitted as may be necessary, desirable or convenient upon the Lots, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may be necessary, desirable or convenient. In addition, encroachments shall be permitted to the

Association or its designate upon the Lots and the common facilities as may be necessary, convenient or desirable within the Project for the installation, placing, removal, inspection and maintenance of utility service facilities, for regular repairs and maintenance of exterior portions of improvement on the Lots for any emergency or necessary repairs, and for the lawn, trees, shrubbery and yard care and maintenance. Easements for such encroachments shall exist for such period of time as may be necessary, convenient or desirable.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 5.1. Members. Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject assessment.

Section 5.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the determined, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B Members are not subject to assessment.

ARTICLE VI GOVERNING BODIES

Section 6.1. Owners Association. This Declaration and the Articles of Incorporation and the by-laws of Jon's Park Homeowners Association, a Utah Non-Profit Corporation, shall govern the administration of the Project. An owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership.

Section 6.2. Association Management. The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provision of this Declaration, the Articles of Incorporation and by-laws of the Association, and rules and regulations adopted thereunder.

ARTICLE VII LIMITATION OF USE OF LOTS AND COMMON AREAS

Section 7.1. Purposes. Every Lot within the Project shall be used for single family residential living purposes. No Lots within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph shall be deemed to prevent a) Declarant or its duly authorized agents from using any Lot owned by Declarant as a sales office, sales model, property management office.

Section 7.2. No Obligations. Except for portions of the Project expressly designated on the map, there shall be no obstructions of the common areas, and nothing shall be stored in

the common areas without the prior consent of the Management Committee.

Section 7.3. Alterations, Additions and Attachments. The Declarant shall approve all building plans submitted for permit from Clearfield City for approval of Architecture and standards. No building, fence, wall or other structure, satellite dish or receiver, or outside antenna shall be commenced, erected, altered, placed or permitted to exist on any portion of the Project, without the prior written approval of the Management Committee. In the event any of the improvements or alterations set forth in the preceding sentence requires Clearfield City approval the homeowner shall, in addition to approval of the Management Committee, obtain approval from Clearfield City. All buildings, alterations, improvements, additions and maintenance on the Subject Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

Section 7.4. No Offensive Activity. No noxious or offensive activity shall be carried on in any Lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

Section 7.5. Left Blank

Section 7.6. The Management Committee is authorized to adopt rules for the use of the common areas, which rules shall be in writing and furnished to the owners.

Section 7.7. Dumping of Garbage. Except in areas designated on the map or by the Management Committee, no portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, garbage, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each Lot shall be kept free of trash and refuse by the owner of such Lot. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in any Lot.

ARTICLE VIII COVENANT FOR UTILITY AND MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments for owners respective prorated share of the real property taxes for the common areas, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. A copy of the initial projected annual and monthly assessment is attached as "Exhibit A" and incorporated by reference herein.

Section 8.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 8.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8.5. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 8.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8.7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8.8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty days (30) after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area by abandonment of his Lot.

Section 8.9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, the sale or transfer of

any Lot, and shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IX INSURANCE

Section 9.1. Obtaining of Insurance Policies. The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, and the Manager against any liability to the public or to the Owners of Lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross —liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another name insured.

Section 9.2. Insurance. The Association shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common areas and facilities, Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Such policy or policies shall not be canceled except after thirty- (30) days' written notice to the Association.

Section 9.3 Other Insurance. In addition, the Management Committee may obtain insurance for other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

ARTICLE X ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee compose of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement set forth in the previous sentence requires Clearfield City approval, the owner shall not commence construction or alteration or improvement until Clearfield City had granted approval.

ARTICLE XI
MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary, the following provisions are in effect:

Section 11.1. Rights of first refusal. Any "right of first refusal" which may be granted herein shall not impair the rights of the first Mortgage of a Lot to:

- (a) Foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage; or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or
- (c) To sell or lease a Lot acquired by a Mortgagee.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 12.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years for the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 12.4. Annexation. Additional residential property and Common area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.1. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

Section 13.2. Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute on and the same instrument.

Section 13.3. Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or United States District Court of Utah.

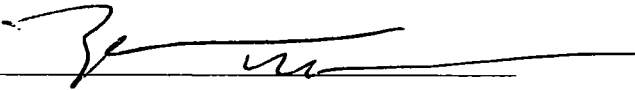
Section 13.4. Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

Section 13.5. Effective Date. This Declaration shall take effect upon recording.

Section 13.6. Paragraphs, Numbers and Headings. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.


Signed this 6 day of Aug 2014

Wall Brothers Construction, LLC



State of Utah)
§
County of Davis)

On this day 6 of Aug, in the year 2014, before me Jenny Wall, a notary public, personally appeared, Neil Wall proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.


NOTARY PUBLIC
SEAL

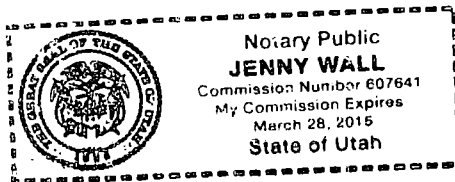


EXHIBIT "A"

The percentage of undivided ownership in the common areas and facilities is equal to 1/14 (one-fourteenth) per Lot, with fourteen Lots being total. Future Lot Owners shall be required to pay their proportionate share as required should phase 2 of Jon's park be included by amendment to this Declaration. Such changes would change the undivided ownership percentage accordingly.