

When Recorded Return To:
Ivory Development, LLC
c/o Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, Utah 84117
MTC File No. 223938

12709061
2/1/2018 4:59:00 PM \$76.00
Book - 10643 Pg - 8988-8997
ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 10 P.

**SECOND AMENDMENT OF, AND CONSENT TO,
THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS, AND RESERVATIONS OF
EASEMENTS FOR ECHO RIDGE SUBDIVISION**

This Second Amendment of, and Consent to, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements for Echo Ridge Subdivision is executed, consented to, and/or approved, as the case may be, by Ivory Development, LLC, a Utah limited liability company ("Ivory" and/or "Successor Declarant") and Ketchum Legacy, LC ("Ketchum"). This Instrument shall be effective on the date of the recording hereof.

RECITALS

- A. On July 31, 2012, Echo Ridge, LC ("Echo") and Ketchum Legacy, LC ("Ketchum") (hereinafter collectively referred to as the "Original Declarants") recorded that certain Declaration of Covenants, Conditions, and Restrictions for All Phases of Echo Ridge Subdivision in the Official Records of the Salt Lake County Recorder as Entry Number 11441596 (the "Original Declaration") against all phases of the Echo Ridge Subdivision more fully described in Exhibit A attached hereto (the "Echo Ridge Subdivision").
- B. Thereafter, the Original Declarants recorded the following amendments against the Echo Ridge Subdivision (the "Amendments"):
- i. Amendment #1 to the Declaration of Covenants, Conditions, and Restrictions for All Phases of Echo Ridge Subdivision, recorded on September 17, 2012 as Entry Number 11472591;
 - ii. First Restated Declaration of Covenants, Conditions, and Restrictions for All Phases of Echo Ridge Subdivision, recorded on December 10, 2012 as Entry Number 11532173; and,
 - iii. Amendment #1 to the First Restated Declaration of Covenants, Conditions, and Restrictions for All Phases of Echo Ridge Subdivision, recorded on December 20, 2012 as Entry Number 11540562;

(The Original Declaration and Amendments shall hereinafter be collectively referred to as the "Original Governing Documents")

- C. The Original Declarants also recorded the related final plats for Phases 1 and 2 against Lots 1-43 of the Echo Ridge Subdivision as Entry Numbers 11441564 and 11484705;

- D. At the time the Original Governing Documents and their related plats were recorded, the Original Declarants owned the Echo Ridge Subdivision as follows:
- i. Ketchum owned Lots 1-5 of the Echo Ridge Subdivision, Phase 1 and Lots 42 and 43 of the Echo Ridge Subdivision, Phase 2 (“Industrial Lots”)
 - ii. Echo Ridge owned all remaining Lots located within Phases 1 and 2 of the Echo Ridge Subdivision and all real property that would later be identified as Phases 3, 4 and 5 of the Echo Ridge Subdivision;
- E. On April 24, 2013, Echo Ridge conveyed to Ivory all real property lying within Echo Ridge Subdivision, Phase 3 and Echo Ridge Subdivision, Phase 4 via that certain Special Warranty Deed recorded as Entry Number 11625611.
- F. Ivory then amended, supplemented and/or modified the Original Governing Documents by recording the following (“Current Governing Documents”):
- i. On January 22, 2014, Ivory recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements for Echo Ridge Subdivision and First Supplemental Declaration for Phase 3 as Entry Number 11793714;
 - ii. On February 24, 2014, Ivory recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements for Echo Ridge Subdivision as Entry Number 11808797 (the “Current Declaration”); and,
 - iii. On June 20, 2014, Ivory recorded that certain First Supplement to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements for Echo Ridge Subdivision Phase 3 as Entry Number 11868859;
- G. The Current Governing Documents, that were not signed by the Original Declarants, restrict the use of all lots within the Echo Ridge Subdivision to single family, residential use;
- H. The Industrial Lots are currently zoned for Light Industrial use only. The undersigned desire to amend the Current Governing Documents, as they apply to the Industrial Lots, to allow for the sale, use and development of the Industrial Lots as more fully described below; and,
- I. Pursuant to the Original Governing Documents and the Current Governing Documents, the Original Declarant reserved for itself and its assigns the unilateral right to amend the Declaration.

**SECOND AMENDMENT OF THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATIONS OF
EASEMENTS FOR ECHO RIDGE SUBDIVISION**

NOW, THEREFORE, for the reasons recited above, the undersigned hereby covenant, agree and declare that the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements for Echo Ridge Subdivision is hereby amended as they apply to the Industrial Lots as follows:

ARTICLE I
DEFINITIONS

Except as defined below, the definitions contained within the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements for Echo Ridge Subdivision shall apply:

1. Industrial Lots shall mean and refer to Lots 1-5 of the Echo Ridge Subdivision, Phase 1 and Lots 42 and 43 of the Echo Ridge Subdivision, Phase 2.

ARTICLE II
USE RESTRICTIONS FOR INDUSTRIAL LOTS

1. Article 7 of the Current Declaration, as it applies to the Industrial Lots or the Owners thereof only, is hereby fully amended and restated and this Article II shall apply. Each of the seven Industrial Lots is intended and restricted to be used for high quality industrial, commercial, distribution, warehouse and/or retail purposes and such other commercial purposes which are allowable by the applicable zoning regulations and approved in advance by the ARC.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

1. Article 8 Fully Amended and Restated as to the Industrial Lots. Article 8 of the Current Declaration, as it applies to the Industrial Lots or the Owners thereof only, is hereby fully amended and restated and this Article III shall apply.

2. Designs, Plans and Specifications. Conceptual architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable.

3. Review. In reviewing each submission, the ARC will have full discretion on whether to approve or not approve a submission and, among other things, may consider the proposed design, harmony of external design with other existing structures constructed upon the proposed Industrial

Lot(s) and the common scheme of the improvements located on the Industrial Lot being considered, the location in relation to surrounding structures, topography, finish grade and elevation.

a. Plans Submitted. A complete set of conceptual plans for the construction of any Improvement must be signed by the applicant and submitted to the ARC for review. The plans must contain sufficient detail to show the location of all Improvements, including, without limitation, the exterior walls of any Building showing the locations of windows, doors, roof pitches and other exterior elements; a list of all exterior materials and roofing materials and/or a sample, including color samples; and a conceptual Landscaping plan showing the location of driveways, walkways, parking lots and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas.

b. Review Process. When in receipt of a complete submission of the plans, the ARC will review the plans and make an initial determination whether or not the plans comply with the conditions specifically mentioned in this paragraph, the Minimum Requirements outlined below and the conditions imposed in this Second Amendment.

c. Failure to Act. If the ARC fails to approve or reject any submission in writing within 30 days of after the submission of complete plans, and other information reasonably requested, the plans shall be considered approved subject to the Minimum Requirements set forth herein.

d. Variances. The ARC may authorize variances from compliance with any of the architectural guidelines stated herein when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. No such variance shall be granted without the unanimous approval of the ARC.

4. Minimum Requirements. No Improvements shall be made or altered unless they meet the following Minimum Requirements:

a. Location and Size of Buildings.

- i. Except of mail boxes, which may be set adjacent to the street, each Building shall be set back at least 15 feet from the front lot line of the Industrial Lot. A Building wall shall not exceed 36 feet in height, measured from the base of the wall to the top of the wall.
- ii. The portion of any Industrial Lot which may be covered by a Building shall not exceed 60% of the gross square footage of the Industrial Lot.

b. Exterior Construction. Materials and Colors. All exterior walls of any Building or other Improvement must be finished with painted architectural masonry units, precast concrete (tilt-up concrete prohibited), glass materials, or their equivalent, along with such other architecturally and aesthetically suitable building materials as shall be approved in writing by the ARC, including but not limited to architecturally designed wall panels designed for steel structures but not to include corrugated metal. Accents may include stone (natural or manufactured), steel, tile, glass, brick or other accents specifically approved by the ARC. Colors shall be harmonious and compatible with colors of the natural surroundings and adjacent Buildings. Notwithstanding the

foregoing, no pre-formed or prefabricated structures shall be placed or constructed on any Industrial Lot. No inflated structures shall be allowed on any Industrial Lot. No unfinished concrete or masonry exterior finishes are allowable. Pre-fabricated metal panels not to exceed 10% of the exterior surface area on any wall are allowable.

c. Temporary Structures. No temporary Buildings or other temporary structures shall be permitted on any Industrial Lot; provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building or as overflow space for an occupant while the building is being expanded. The location and nature of such structures must be submitted to and approved by ARC and shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Industrial Lots, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in conjunction with which the temporary structure was used.

d. Antennas, Aerials and Dishes. No exterior radio, television or microwave antenna, aerial, dish or similar facility of any kind shall be erected or maintained on any Building or Industrial Lot without the prior approval of the ARC except for those associated with television or internet reception and generally used in the respective industry. Such Antennas, Aerials and Dishes shall be placed as to minimize visibility from the street.

e. Auxiliary Structures. Water towers, storage tanks, processing equipment, skylights, cooling towers, dust collectors, communication towers, vents and any other similar structures or equipment placed upon any Industrial Lot shall be adequately screened from public view and from the view of other Industrial Lots by a screening method approved in writing by the ARC prior to the construction on or erection of said structures or equipment.

f. Utilities; Mechanical Equipment; Roof Projections. All utility lines, including electrical, shall be underground. Pad mounted transformers, switch gear and similar equipment that must be installed above ground level shall be screened with suitable Landscaping consistent with safety and other regulations of the relevant utility companies.

All mechanical equipment used in the operation of the building shall be located or screened so as not to be visible when viewed from the streets by the general public shall be aesthetically incorporated into the architectural design of the Building and such screens shall be constructed of materials compatible with those of the Building.

No structure or appurtenance, including but not limited to water towers, dust collectors standpipes, penthouses, elevators, elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain a Building, fire or parapet walls, skylights, tanks, cooling or other towers or flagpoles shall exceed a height of fifteen (15) feet above the finished rooftop of the Building on the same Industrial Lot, except as may otherwise be specifically approved in writing by the ARC.

g. Utilities. Other than for street lighting, communication connections, utility meters and power transformers all pipes, lines and other facilities for such utilities, including water, gas,

sewer and drainage, and all lines and conduits of any type hereafter installed for the transmission of audio and visual signals or electricity (to the extent legal and generally accepted or recommended by the respective licensing, regulating or governing bodies) shall be located beneath the ground or within an enclosed structure, except that certain overhead lighting and utility appurtenances may be located above ground if they are on the rear of the Building or reasonably screened by Landscaping or a structure of similar materials to the Building.

h. Loading and Service Areas. Loading doors, docks, material hauling facilities, accessory structures and servicing areas shall be adequately screened with Landscaping to minimize the effect of their appearance from public areas or neighboring sites. Moreover, loading and servicing areas shall be designed as an integral part of the Building architecture, so that the entire loading and servicing operation can be conducted within the confines of any such area. Loading areas shall not encroach into setback areas along street frontages. Off street loading space shall be designed to include an additional area or means of ingress and egress.

i. Garbage and Debris. No refuse, garbage, trash, grass, shrub or tree clippings, plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Industrial Lot except within an enclosed structure or container or unless appropriately screened from view, in a manner acceptable to the ARC, except that any refuse or storage container containing such materials may be placed outside at such time as may be reasonably necessary to permit garbage or trash pickup or materials storage. All trash receptacles or dumpsters shall be located either (a) within the portion of the Industrial Lot which is screened or fenced, or (b) within an enclosure having an exterior finish made of the same building materials used for the exterior of the Building. Any such enclosure for a trash receptacle or dumpster must have a swinging metal gate or a swinging chain link gate with colored vinyl slats.

j. Parking and Parking Areas. No parking shall be permitted on any street or drive, or any place other than parking areas located upon or directly in front of or adjacent to the individual Industrial Lot. Each Owner and Occupant shall be responsible to inform its employees and visitors of such rule. All yard activities shall be visually screened by the use of compatible fencing described in Section 4(q) or as otherwise determined by the ARC. All driveway areas outside (on the street side of the fence) the fenced areas of the Industrial Lot that are used for parking, maneuvering, loading and unloading shall be paved with asphalt, concrete or similar materials. Common driveways serving more than one (1) Industrial Lots are allowable and encouraged. Owners shall take reasonable actions to minimize tracking of dirt onto streets.

k. Accumulation of Materials. No materials, supplies, merchandise, equipment, company-owned vehicles or similar items shall be stored except in an enclosed, covered Building or on an Industrial Lot in a location which shall be adequately screened from the view from public streets and pedestrian walkways by either a fence, wall, berm, landscaping screen or similar manner. Adequately screened shall be a fence, landscaping screen or appropriate installation of not less than six (6) feet in height and shall apply to the side of an Industrial Lot that faces the front street and the screen shall extend along or behind the imaginary line of the front of such building extended laterally on each side of the building, unless otherwise approved in writing by the ARC. The side yard of a corner lot adjacent to the non-front street shall be screened as required for a front with the exception that the screen / fence may not be closer than two (2) feet of the property line. Fuel and

other storage tanks shall be installed underground provided that the construction, installation, operation, maintenance, repair, cleaning and removal of any such tanks shall be performed in strict compliance with all applicable governmental rules and regulations at the sole cost and expense of the Owner or Occupant of the Industrial Lot on which such fuel or other storage tanks are installed. Awnings of any type, including without limitation awnings covering parking areas, must be approved by the ARC.

l. Maintenance of Property. Each Owner or Occupant shall at his or its own expense keep each Industrial Lot owned or occupied by him or it, and all Improvements located thereon, in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including without limitation, (a) painting and repairing and generally maintaining the exterior of all Buildings and other Improvements at such times as necessary to maintain the appearance of the facility, (b) maintaining (including snow removal) and repairing any parking lot, road, driveway, or similar Improvement located within the perimeter of all such Industrial Lots in a manner and with such frequency as is consistent with good property management, and (c) maintaining all Lawns, trees, grass, shrubs, flowers and other Landscaping in accordance with the requirements of Section 4(p) hereof.. The expense of any maintenance, repairs or Landscaping required in this Section shall be the sole expense of each individual Owner or Occupant. Neither the Association or the ARC shall be responsible for any expense related to any maintenance, repair, landscaping or improvement on any Industrial Lot.

m. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Industrial Lot, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable disturbance, unsightliness or annoyance to others or which constitutes a trespass against any adjoining Building or Industrial Lot, its Owners, Occupants or subtenants. No excessive emission of fumes, odors, vibration, gasses, radiation, dust, liquid, wastes, smoke or noise shall be emitted from any Industrial Lot.

n. Annoying Sounds or Odors. No sound or odor shall be emitted from any Industrial Lot that is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any Industrial Lot with a decibel level above 80 at the Industrial Lot's property line.

o. Landscaping. Each Industrial Lot shall consist of Landscaping for a minimum of fifteen (15) feet inside the property boundary line along the front street frontage, which may be part or all of the required street setback. The remainder of the required setback may be used for parking. Every Industrial Lot shall be landscaped with at least one tree with a trunk not less than 6 inches in diameter, lawn or grass, planting areas for bushes, perennials and annual flowers. Landscaping shall include an appropriate irrigation system or another landscape design prepared by a licensed landscape architect submitted to and approved in writing by the ARC. The ARC shall give preference to Landscaping that minimizes the use of water. The ARC may require up to 10 bushes, trees or plants to be planted (including whatever plants may be required to create a screen natural landscape screen). Landscaping shall be installed within ninety (90) days after completion of Building construction or as soon thereafter as weather will permit and shall be maintained in the manner as outlined below in Article III, Section 4(p).

p. Maintenance. Any Lawn and all Landscaping shall be properly maintained by Owners and Occupants of the Building or Industrial Lot in a manner and with such frequency as is consistent with good property management.

q. Fences. Fences may be located on the property line, provided that there is at least 15 feet of landscaping between the fence and the frontage street property line. Notwithstanding any other provision in this Declaration to the contrary, with respect to the front portion of any building, no fence shall be constructed closer to the street than the front of the building that faces such street and the imaginary line of the front of such building extended laterally on each side of the building. Fencing may consist of chain link, vinyl, rot iron, block, preformed concrete, poured in place concrete fencing materials or made with other materials as may be approved by the ARC. The front fence shall not be made of chain link.

5. ARC Member Composition for Reviewing Industrial Lot Plans. Notwithstanding anything contained to the contrary in the Declaration, in reviewing an application and/or the plans for an Industrial Lot, the members of the ARC shall include a minimum of one (1) of the Owners of the Industrial Lots, which Owner shall be elected by the Owners of the Industrial Lots and if no election is held by the Owners of the Industrial Lots the ARC may appoint one of the Owners of the Industrial Lots to fill the position until an election by the Owners of the Industrial Lots is held. The ARC shall only be required to have a minimum of one (1) of the Owners of the Industrial Lots in the review of any application submitted over the Industrial Lots and, not for any other Lot contained within the Subdivision. Further, this Section 4 shall not apply until the first conveyance from Ketchum to a new Owner occurs.

6. ARC Contact Information: The ARC may be contacted by mail, telephone or email at the following location(s):

Architectural Review Committee
Echo Ridge Subdivision
12371 S. 900 E. Ste 20
Draper, Utah 84020
801-955-5126
jenai@csshoa.com

Any change to the ARC Contact Information must be given by written notice to the Owners of the Industrial Lots at the same address as the respective Industrial Lots' tax bills are sent.

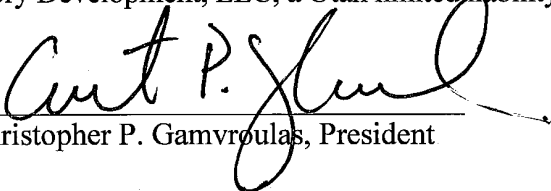
7. This Second Amendment, governing the use restrictions and the ARC, as it applies to the Industrial Lots, shall not be amended without following the current provisions in place under the current governing documents and, in addition thereto, shall also require the majority approval of the Owner(s) of the Industrial Lots. Under no circumstances may an amendment restrict the use of the Industrial Lots to a use that the current zoning laws for the Industrial Lots does not permit. This provision is limited to, and shall only apply to, an amendment that changes the use of Industrial Lots or an amendment that changes the terms and conditions required in obtaining approval to the ARC.

CONSENT OF IVORY DEVELOPMENT, LLC

NOW, THEREFORE, for the reasons recited above, Ivory Development, LLC, hereby consents to and approves the Current Governing Documents.

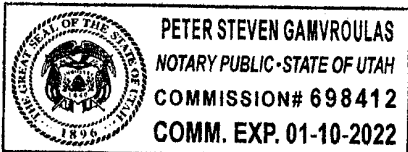
Dated: 2/1/2018

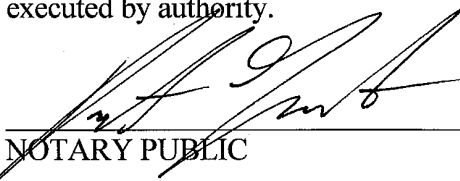
Ivory Development, LLC, a Utah limited liability company,


Christopher P. Gamvroulas, President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The forgoing instrument was duly acknowledged to me this 1ST day of FEBRUARY, 2018 by Christopher P. Gamvroulas, President of Ivory Development, LLC, a Utah limited liability company, who duly acknowledged that it was executed by authority.




NOTARY PUBLIC

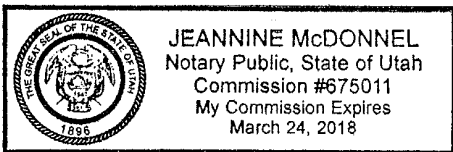
Dated:

Ketchum Legacy, LC

Darrell Back, Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The forgoing instrument was duly acknowledged to me this 1st day of February 2018 by Darrell Back, Manager of Ketchum Legacy, LC, who duly acknowledged that it was executed by authority.



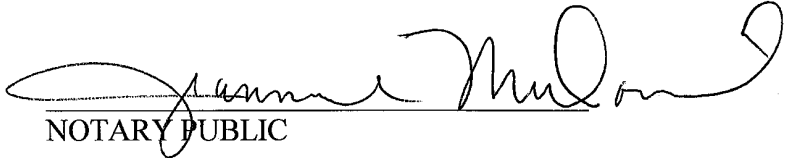

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Lots 1 through 21, inclusive, ECHO RIDGE SUBDIVISION PLAT PHASE 1, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcel Nos. 26-10-227-001, 26-10-227-002, 26-10-227-003, 26-10-227-004, 26-10-227-005, 26-10-226-008, 26-10-229-001, 26-10-229-002, 26-10-229-003, 26-10-229-004, 26-10-229-005, 26-10-229-006, 26-10-230-001, 26-10-228-008, 26-10-228-007, 26-10-228-006, 26-10-228-005, 26-10-228-004, 26-10-228-003, 26-10-228-002, 26-10-228-001, 26-10-229-007, 26-10-230-002

Lots 22 through 46, inclusive, ECHO RIDGE SUBDIVISION PLAT PHASE 2, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcel Nos. 26-10-228-009, 26-10-228-010, 26-10-228-011, 26-10-228-012, 26-10-228-013, 26-10-228-014, 26-10-228-015, 26-10-228-016, 26-10-228-017, 26-10-228-018, 26-10-228-020, 26-10-228-019, 26-10-230-006, 26-10-230-007, 26-10-230-008, 26-10-230-009, 26-10-230-010, 26-10-230-005, 26-10-230-004, 26-10-230-003, 26-10-227-006, 26-10-227-007, 26-10-231-003, 26-10-231-002, 26-10-231-001, 26-10-230-011

BEGINNING AT THE SOUTHWEST CORNER OF ECHO RIDGE SUBDIVISION PLAT PHASE 2, RECORDED IN BOOK 2012P AT PAGE 155, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID SOUTHWEST CORNER BEING SOUTH 89° 48' 14" EAST, ALONG THE SECTION LINE, A DISTANCE OF 20.72 FEET, TO THE NORTHWEST CORNER OF BINGHAM BUSINESS PARK PHASE 1, RECORDED IN BOOK 99P, AT PAGE 93, OF PLATS AND THE NORTH EAST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 01° 07' 48" WEST, ALONG THE WESTERLY LINE OF SAID BINGHAM BUSINESS PARK PHASE 1, AND THE EASTERLY LINES OF ECHO RIDGE SUBDIVISIONS PHASES 1 & 2, A DISTANCE OF 1310.63 FEET, TO THE SOUTHEAST CORNER OF SAID ECHO RIDGE SUBDIVISION PHASE 2 AND THE SOUTHEAST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 87° 57' 35" WEST, ALONG THE SOUTH LINES OF SAID ECHO RIDGE PHASE 2 & SAID ENTIRE TRACT, A DISTANCE OF 61.25 FEET; THENCE NORTH 89° 48' 00" WEST, ALONG SAID SOUTH LINES, A DISTANCE OF 745.77 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 10, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 89° 48' 00" WEST, ALONG NORTH LINE OF PARCEL # 3A RWK SUBDIVISION AMENDED (PROTECTION STRIP), A DISTANCE OF 227.28 FEET; THENCE NORTH 00° 12' 00" EAST, A DISTANCE OF 168.60 FEET; THENCE NORTH 89° 48' 00" WEST, A DISTANCE OF 60.18 FEET; THENCE NORTH 01° 07' 48" EAST, A DISTANCE OF 777.58 FEET; THENCE NORTH 03° 10' 41" EAST, A DISTANCE OF 106.17 FEET; THENCE SOUTH 89° 48' 00" EAST, A DISTANCE OF 103.12 FEET; THENCE NORTH 80° 59' 55" EAST, A DISTANCE OF 42.97 FEET; THENCE NORTH 88° 39' 56" EAST, A DISTANCE OF 123.75 FEET; THENCE NORTH 00° 01' 47" WEST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 89° 42' 24" EAST, A DISTANCE OF 85.00 FEET; TO THE WEST LINE OF SAID ECHO RIDGE PHASE 1; THENCE ALONG THE WEST LINES OF SAID ECHO RIDGE PHASES 1 & 2 THE FOLLOWING NINE (9) COURSES: (1) SOUTH 00° 01' 44" EAST, A DISTANCE OF 170.28 FEET; (2) SOUTH 89° 59' 27" WEST, A DISTANCE OF 24.76 FEET; (3) SOUTH 00° 00' 33" EAST, A DISTANCE OF 42.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; (4) SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 0° 00' 33" EAST, THROUGH A CENTRAL ANGLE OF 91° 08' 21", A DISTANCE OF 23.86 FEET, THE LONG CHORD BEARS OF WHICH BEARS SOUTH 44° 28' 23" EAST, A DISTANCE OF 21.42 FEET; (5) SOUTH 01° 07' 48" WEST, A DISTANCE OF 493.98 FEET; (6) NORTH 89° 49' 51" WEST, A DISTANCE OF 103.01 FEET; (7) SOUTH 01° 07' 48" WEST, A DISTANCE OF 253.48 FEET; (8) SOUTH 89° 48' 00" EAST, A DISTANCE OF 39.43 FEET; (9) SOUTH 00° 12' 00" WEST, A DISTANCE OF 168.60 FEET TO THE POINT OF BEGINNING;

CONTAINING 331,049 SQUARE FEET, OR 7.600 ACRES IN 27 LOTS

Parcel Nos. 26-10-230-014, 26-10-230-013, 26-10-230-012, 26-10-232-009, 26-10-232-008, 26-10-232-007, 26-10-232-006, 26-10-232-005, 26-10-232-004, 26-10-232-003, 26-10-232-002, 26-10-232-001, 26-10-226-014, 26-10-231-004, 26-10-231-005, 26-10-231-006, 26-10-231-007, 26-10-231-008, 26-10-231-009, 26-10-231-010, 26-10-231-011, 26-10-231-016, 26-10-231-015, 26-10-231-014, 26-10-231-013, 26-10-231-012 and 26-10-226-015.