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Burgi Hill Ranch, LLC
10801 Thormmint Road, Suite 100
San Diego, CA 92127

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**DECLARATION AND ESTABLISHMENT
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
for
EAGLE CREEK BUSINESS PARK**

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THIS DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the 29 day of October, 2009 by Burgi Hill Ranch, LLC, a Utah limited liability company ("Burgi Hill"), Louise Kyriopoulos, an individual ("Kyriopoulos"), and Morworth Enterprises, LLC, a Utah limited liability company ("Morworth"). Burgi Hill, Kyriopoulos, and Morworth are collectively and individually, as applicable, referred to herein as "Declarant".

RECITALS

WHEREAS, Declarant is the owner of certain parcels of real property located in the City of North Logan, Cache County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, this Declaration is made to establish a general plan and standards for the consistent quality of development, administration and use of the Property and to insure adherence thereto so as to avoid improper development, administration and use of the Property; and

WHEREAS, the Property and all present and future designated parcels and lots therein (the "Lots") shall, at all times, be subject to this Declaration.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the Property is now held, and shall be held, transferred, sold, leased, conveyed, improved and occupied or otherwise dealt with subject to the Covenants, Conditions and Restrictions (the "CC&Rs") set forth herein, each and all of which are for and shall inure to the benefit of and shall pass and run with each and every Lot and apply to and bind the heirs, grantees, assigns and successors in interest of each and every Lot owner (the "Owner(s)"), lessor, lessee or interest holder of any sort.

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Section 1. OPERATION, INTENT AND PURPOSE

1.1 Use of Property. Each Owner covenants and agrees to use the Property and Lots only in accordance with these CC&Rs and to refrain from using the Property and Lots in any way inconsistent with or prohibited by these CC&Rs.

1.2 Intent-Servitudes. It is the intent of Declarant and the purpose of these CC&Rs to create mutual and equitable servitudes upon the Property and Lots in favor of all other Lots located therein, creating reciprocal rights and obligations between the respective Owners, and creating privity of contract and estate between Owners.

1.3 Intent-Permitted Activities. It is the intent of Declarant and the purpose of these CC&Rs to allow general, light industrial activities, manufacturing, warehousing, general business and marketing activities to be carried out in designated areas within building(s) on the Property, which do not contribute excessive noise, dust, smoke, gases, fumes, odors, or vibration to the surrounding environment and do not contain a high hazard potential due to the nature of the products, material or processes involved. Heavy industrial uses are not allowed.

1.4 Intent-Density. It is the intent of Declarant and the purpose of these CC&Rs to control the occupant and building density on the Property, to expressly prohibit certain uses of the Property, and to protect the character of the Property.

1.5 Intent-Quality. It is the intent of Declarant and the purpose of these CC&Rs to create a high-quality successful business park environment and community for companies that will be sustainable through maintenance, landscaping and other attractive qualities that allows businesses, residents, clientele and other groups to work in a harmonious manner.

Section 2. PROPERTY MANAGEMENT

2.1 Management. The Property shall be maintained and managed by the Eagle Creek Business Park Owners Association (the "Association"). The Association is created as a separate non-profit Utah corporation to serve in the best interests of the Declarant, the Owners and the Association by diligently exercising its duties and powers as described below.

2.2 Duties and Powers. With respect to the Property, the Association shall maintain and administer the common areas (including any area or system adjacent to the Property for which the Association has responsibility) (collectively the "Common Areas"); administer architectural control matters; enforce the covenants, conditions, reservations and restrictions set forth in this Declaration; levy and collect assessments; pay common expenses; procure and maintain requisite policies of insurance; secure necessary professional services; bring and respond to legal action; and, in general, manage the Property in a manner which will protect and enhance the value, desirability and attractiveness of the Property and the quality of the business environment therein.

2.3 Managing Entity. All direction and control over the Association shall be vested in the Declarant until the Declarant determines in its sole discretion to cede direction and control over the Association to the Owners. Declarant shall be under no obligation at any time to cede direction and control over to the Association to the Owners.

Section 3. ASSOCIATION

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3.1 Organization. The Association shall be incorporated as a Utah non-profit corporation and shall adopt Articles of Incorporation and Bylaws consistent with this Declaration, to the extent reasonably possible.

3.2 Membership. Initially and for so long as Declarant shall elect, in its sole

discretion, Declarant shall be the sole member of the Association with complete authority to direct and control the Association and to maintain and administer the Common Areas, administer architectural control matters; enforce the covenants, conditions, reservations and restrictions set forth in this Declaration; levy and collect assessments; pay common expenses; procure and maintain requisite policies of insurance; secure necessary professional services; bring and respond to legal action; and, in general, manage the Property in a manner which will protect and enhance the value, desirability and attractiveness of the Property and the quality of the business environment therein. Upon the election of the Declarant to cede direction and control over the Association to the Owners, every Owner shall be a member of the Association and shall remain a member thereof until such time as his ownership of his Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot.

3.3 Transfer. An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance of such Owner's Lot and then only to the grantee of such Lot.

3.4 Voting Rights. Each Owner, including Declarant, shall have the right to vote (on matters subject to a vote as set forth herein) under one of two (2) classes of voting membership (each a "Voting Class") either in person or by proxy as follows:

(a) Class A Owners. The Class A Owners shall consist of all Owners except the Declarant. Each Owner that is a Class A Owner shall be entitled to the same number of votes as specified for such Owner's Lot as provided in Exhibit "B".

(b) Class B Owners. Members of the committed referred to herein as Declarant shall be the sole Class B Owners, with respect to those Lots they own. As the sole Class B Owners, the members of the Declarant shall be entitled to cast three (3) votes for each vote that is available to be cast by the Class A Owners as described above. Each Class B Owner's right to cast three (3) votes as described in this subsection shall terminate upon the date when such member of the Declarant no longer maintains any interest in the Property.

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3.6 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as a singular voting unit as such Owners may determine among themselves. In no event shall the votes with respect to any Lot be cast fractionally or separately by different Owners. Votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3.7 Association Board of Directors and Manager. The Association members may appoint or elect a manger and/or Board of Directors to exercise the powers and carry out the duties of the Association.

3.8 Association Rules. The Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, repeal and enforce rules and regulations governing all matters concerning the use and enjoyment of the Property.

3.9 Limitation of Liability. No manager or member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the manager.

Section 4. ARCHITECTURAL CONTROL COMMITTEE

4.1 Architectural Control Committee. The Association may appoint an Architectural Control Committee (the "ACC"), the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and are compliant with this Declaration. The ACC need not be composed of only Declarant and/or Owners; however, the Declarant shall be the sole member of the ACC until such time as Declarant, in its sole discretion, appoints others to the ACC or cedes control of the Association to the Owners at which time the Owners may appoint other members to the ACC.

4.2 Submission to ACC. No landscaping, building, including accessory or addition may be constructed, and no significant alteration or refurbishing of the exterior of any building shall be performed, unless complete plans and specifications thereof have first been submitted to and approved by the ACC.

4.3 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to this Declaration and harmonize with existing surroundings and structures.

4.4 Construction. Once begun, any improvements, construction landscaping, or alterations approved by the ACC shall be diligently prosecuted to completion.

4.5 Liability for Damages. The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Section.

4.6 Exception for Declarant. The provisions of this Section shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant. However, Declarant hereby covenants in favor of each Owner that the improvements, construction, landscaping, or alterations it carries out will be compatible with this Declaration, to the extent reasonably possible.

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Section 5. PRE-CONSTRUCTION APPROVAL OF ACC

5.1 Required Materials. Before commencing the construction or significant alteration

of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any Lot, the Owner shall first submit the following materials to the ACC for its approval:

- (a) Site plans, including setback lines, roads, parking areas, loading and maneuvering areas, external lighting, and utilities and utility easements.
- (b) Location and detail of signs;
- (c) Samples of the actual materials proposed for all external surfaces for any and all structures;
- (d) A complete landscape plan detailing both soft and hard structures;
- (e) An accurate architect's or artist's depiction or scale model of the project;
- (f) Appropriate specifications;
- (g) All building, fencing, signage and structural colors; and

All placement and elevation of required berms.

The ACC may waive the submission of any of the above-listed materials under appropriate circumstances.

5.2 ACC Right of Refusal. The ACC shall have the right to refuse or approve any plans and specifications submitted to it and shall have the right, in so doing, to take into consideration the suitability of the proposed structure, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other planned structure, on the outlook from adjacent or neighboring property.

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5.3 ACC Development Guidelines. The ACC may adopt development guidelines as it deems necessary to inform owners of the standards that will be applied in approving or disapproving proposed uses and constructions. Such guidelines shall in no event be less restrictive than the CC&Rs stated herein, and they may be modified in the same manner as provided for modification of this Declaration. The ACC will be guided by this Declaration, the goal of developing and maintaining a high-quality and visually appealing light industrial/business park, the ordinances of North Logan City, Utah, including the Uniform Building Code as adopted, and other applicable rules and regulations.

5.4 ACC Approval. In the event the ACC, or its designated representative, shall fail to approve or disapprove building plans, specifications, or site plans within sixty (60) days after they have been fully submitted to the ACC, approval shall be deemed given unless notice is given by the ACC that circumstances reasonably warrant an extension of time, in which case the ACC shall make a decision within a reasonable time. No decision shall be unreasonably withheld. ACC approval shall not be construed in any way to be a warranty or representation that

the building plans meet applicable building codes and regulations and the ACC shall not be liable for any impacts or damages in the event such buildings or plans fail to meet all applicable local, state, and federal codes and regulations.

Section 6. CONSENT TO PLAT

6.1 Plat. Declarant shall prepare and record one or more plats designating ownership of the various Lots. Upon request of Declarant, Owners shall give written consent to the preparation, contents and recording of said plat(s) within thirty (30) days of receiving said request.

6.2 Condominiums. If permitted by the subdivision ordinance and other applicable laws of North Logan City or Cache County and if approved by the ACC, an Owner may develop commercial condominium units on part or all of such Owner's Lot. Such further development may occur either before or after the recording of a plat on that portion of the Property of which the Lot is a part. In either case, the Lot so developed with commercial condominium units shall continue to be subject to all of the terms and conditions of this Declaration. In addition, the Lot so developed shall be deemed to be, and shall remain, one Lot for purposes of these Covenants. Accordingly, all rights and obligations hereunder relating to that Lot may only be exercised jointly and severally by the individual real property interest holders within that Lot.

Section 7. LOTS AND STRUCTURES

7.1 Ownership. Each Lot shall be owned in fee simple by an Owner.

7.2 Structures. Structures may be constructed as permitted herein, subject to approval of the ACC, and in accordance with and subject to the ordinances of North Logan City, Cache County including all applicable rules and regulations.

7.3 Building Appearance.

(a) Colors. No loud colors of any kind will be allowed on any structure within the Property. All buildings will use earth tone colors on all surfaces. All colors will be subject to ACC approval before construction begins.

(b) Materials. Building exterior materials and paints shall be appropriate for the Property, of high-quality, and harmonize with the surroundings and other structures. All materials will be subject to ACC approval before construction begins.

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(c) Design and Construction. Building design and construction shall be appropriate for the Property, of high-quality, and harmonize with the surroundings and other structures. All design and construction will be subject to ACC approval before construction begins.

Section 8. PERMITTED USES

The Property is restricted to select commercial, light industrial, manufacturing, warehousing, and general business uses that are compatible with a light industrial/business park development. The Property is also restricted to aesthetically attractive and harmonious structures and improvements, including landscaping, as approved by the ACC.

Section 9. PROHIBITED USES

No part of the Property shall be used for any purpose or business that is prohibited by the zoning applicable to the Property at any time. No portion of any parcel or Lot may be occupied for any use which is in violation of any applicable ordinances, laws or regulations of any government entity having jurisdiction over the use of all or any part of the Property or for any use which is inconsistent with the provisions of this Declaration, ACC design guidelines (if any), or the local zoning determinations. Further, the following uses or any uses substantially similar to any of the following are expressly prohibited in the Property:

- (a) Residential purposes, except for one dwelling no larger than 12' x 16' for the use of a watchmen or other employees whose residence on the Property conforms an integral part of the operation as approved by the ACC and the North Logan City ordinances;
- (b) The manufacture, storage, distribution or sale of explosives;
- (c) The salvage, wrecking or stripping of vehicles, or the storage in bulk of junk, second hand or unsightly materials of any type;
- (d) Stock and feed yards or anything that houses or processes live animals;
- (e) Food processing which involves the slaughter of animals or the use of animal carcasses;
- (f) Recreational activities including courses for vehicular racing, the use of specialized recreational equipment, motorcycle or other race tracks, and spectator sports;
- (g) Wood treating facilities or asphalt production;
- (h) Dumping, disposal, incineration, or reduction of garbage, sewage, or any hazardous substances or refuse;
- (i) Mining, drilling for or removing oil, gas or other hydrocarbon substances;
- (j) Petroleum refinement or any of its products;

(k) Jails, correctional facilities, work release facilities, alternative programs for youth, halfway houses, or any similar type of operation of any kind;

(l) Bars, taverns, pool halls, billiard rooms, game parlors, video arcades, massage parlors, dance halls, adult bookstores, nude or partially nude entertainment establishments or any other adult entertainment establishments of any kind;

(m) Cemeteries or mortuaries;

(n) Any process, treatment, or storage of any material that would create an offensive smell or odor;

(o) Any process, treatment or manufacturing that produces a visible discharge to the environment like smoke stacks, rotting materials, etc., excluding steam or vapor created in the normal course of business operation;

(p) No building or structure that is taller than forty (40) feet in height; and

(q) Any other use prohibited by the Association or ACC.

Section 10. PERFORMANCE REQUIREMENTS

10.1 General Requirements. The owner of any Lot shall keep the premises, buildings, improvements and appurtenances in a safe, clean and wholesome condition at all times. In addition, the owner must comply in all respects with all government, safety, health, fire and police requirements and regulations.

10.2 Specific Requirements. All uses shall comply with the limitations set forth below:

(a) Vibration. No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at the Lot line of the Lot where such Vibrations are being generated or at any point beyond such Lot line.

(b) Noise. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a facility at nighttime exceed at the Lot line an octave band of frequency of those recommended values set out in the American Standard Specification for an Octave Band Filter Set for the Analysis of Noise and Other Sound, Z24.10-1953, of the American Standards Association.

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(c) Air Pollution. Emissions discharged into the atmosphere shall comply with the standards of the Clean Air Act, 42 U.S.C.A. 7401, et seq, state statutes and regulations and local ordinances, as amended.

(d) Odors. Creation of odors, gases, fumes, vapors, acids or other

substances of such intensity and character as to be detrimental to the health and welfare of the public or any person, property or vegetation or which interferes unreasonably with the comfort of the public or any person is prohibited.

(e) Electromagnetic Radiation. Planned or intentional sources of electromagnetic radiation for any purpose which do not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation are prohibited, unless special circumstances exist which are reviewed by the ACC and upon recommendation from the ACC, the requirements of such regulations may be modified. Any source of electromagnetic interference, the radiation or transmission from which exceeds reasonable standards, based on standard field strength measuring techniques is prohibited.

(f) Radioactive Materials. The handling of significant quantities of radioactive materials is prohibited.

(g) Liquid or Solid Waste. There shall be no discharge at any point into any public or private sewage disposal system or stream or into the ground, of any liquid or solid materials except in accordance with the regulations and standards established by North Logan City, Cache County, Utah ordinances, and other applicable state and federal laws.

(h) Water Supply. No individual water supply system shall be used or permitted on any Lot or group of Lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the North Logan City Corporation Water Department and State Health Department. Approval of such system as installed shall be obtained from such authorities.

10.3 Insurance. Each Owner shall at all times maintain or cause to be maintained continuously in force general liability and property damage insurance. Such insurance shall be carried with a responsible company or companies and the limits thereof shall be such as to afford at least the coverage provided by a "combined single limit" of \$1,000,000.00 for bodily injury, death and property damage.

10.4 Reciprocal Easement. Each Owner shall grant any reciprocal easements needed for utilities for the Project.

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Section 11. YARDS AND SETBACKS

11.1 Minimum Yard Spaces and Setbacks. Minimum yard spaces and set back distances are:

- A. Front Setback - Fifty feet (50') from back of curb.
- B. Side and Rear Setback - Twenty five feet (25') from property line.

11.2 Setback Areas. Setback areas shall be landscaped in accordance with Section 14. Setback areas may contain paved walks, paved driveways and parking areas. Fences are not allowed in the front setback area.

11.3 Allowances in Front Setback Areas. The only items that are allowed in the front setback area are landscaping, monument signs, parking areas for employees and customers (no large trucks) and architectural elements that have been approved by the ACC.

Section 12. EXTERNAL BUILDING STRUCTURES

All significantly exposed and noticeable projections outside of any building, including mechanical and electrical equipment, cooling towers, transformers, ducts, vents, etc., including communications equipment, shall, to the extent reasonably possible, be screened from public view by appropriate and approved enclosures.

Section 13. LOADING AND UNLOADING DOCKS, AND STORAGE AREAS

No loading dock shall be constructed facing on any public street. Loading, unloading and storage areas shall be paved to provide dust-free, all weather surfaces.

Section 14. UTILITY SERVICES

All utility services within the Project shall be located underground.

Section 15. LANDSCAPING-COMMON AREAS

Landscape installation in the Common Areas of the Project will be the responsibility of the Declarant. Maintenance of said areas will be the responsibility of the Association.

Section 16. LANDSCAPING - PROJECT INTERIOR

16.1 Landscaping Responsibility. Landscape installation and maintenance in accordance with this Section shall be the responsibility of the Owner. Each Owner must begin and diligently pursue approved landscaping for such Owner's Lot within thirty (30) days of completing construction of the building or building on such Owner's Lot.

16.2 External Landscaping. All Lot areas outside fenced areas which border public areas, including roads, shall be landscaped.

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16.3 Landscape Ratio. Not less than fifteen percent (15%) of the total Lot area, including setback areas, shall be landscaped.

16.4 Landscaping Defined. Landscaping means decorative vegetation, including but not limited to, grass, shrubs, bushes, trees, floral, or other associated or comparable ground surface cover. Landscaping shall also mean plazas, pools, water features and walkways.

16.5 Landscape Maintenance. Landscaped areas, including parking area landscaping, shall be consistently maintained, including but not limited to, regular watering, periodic trimming and weekly mowing, to ensure that all areas are kept safe, clean, tidy and attractive at all times.

16.6 Plants. Plant species shall be selected based on the following characteristics:

- A. Ability to withstand prolonged cold winters and snow accumulation;
- B. Drought tolerance;
- C. Elevation, amplitude, soil, and water requirement considerations;
- D. Soil stabilization characteristics;
- E. Short establishment period and accelerated growth;
- F. Compatibility with native vegetation; and
- G. Appearance and size.

16.7 Planting Beds/Pots. Shrubs and planting beds shall be mulched with wood chips. Planting beds shall be separated from turf areas with a mowing strip/box constructed of concrete. Drought tolerant/resistant plants should be utilized to the fullest extent possible.

16.8 Trees. There shall be a minimum of 1 pine tree for every 750 square feet of landscaped area. Approximately eighty percent (80%) of all trees on any Lot should be evergreens or conifers. Evergreen trees shall stand a minimum of approximately eight feet (8') high. Deciduous trees shall have a caliper of approximately 2.5 inches in diameter and stand a minimum of approximately twelve feet (12'). Trees must be double staked the first year after planting.

16.9 Streetscape and Parking Areas. Streetscape and parking area trees shall provide shading, visual enhancement, and continuity for the streetscape. Trees shall be planted in an irregular, natural grouping. Placement shall include consideration for vehicle and pedestrian line of sight, entrance and exit curb cuts, streetlight and traffic control devices, and other site-specific conditions. Berms shall be used in streetscape and parking areas.

16.10 Set Back Areas. Front setback areas shall include landscaping with an effective combination of turf, integrated earth mounding (berms), trees, ground cover, planter boxes, and/or shrubbery. All unfinished areas not utilized for parking shall be landscaped with similar methods.

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16.11 Snow. Landscaping shall be designed so as to accommodate on-Lot snow

removal and storage.

16.12 ACC Approval. Landscape plans must be pre-approved by the ACC.

Section 17. PARKING AREAS

17.1 Location. All parking areas on the Lots shall be located at the rear or side of the building or buildings located on such Lots.

17.2 Maintenance. Parking areas shall be maintained in good condition, kept clear, unobstructed, and in a usable condition at all times. The Owner shall be responsible for maintenance of on-Lot parking areas.

17.3 Off-street Parking Access and Quantity. The Owner shall provide adequate off-street parking to accommodate all parking needs for the Lot. Owners shall not permit their employees or tenants to regularly park on public streets within the Property. Vehicular access to a parking area shall be permitted only by paved access roadways.

17.4 Parking Area Construction. All parking areas shall be covered with a hard, dust-free, paved surface, appropriately striped or otherwise marked. Parking areas shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulated water or ice. Adequate control curbs shall be installed to control drainage and direct vehicle movement. Parking lot drainage shall be controlled on site and channeled to storm drains or gutters as approved by North Logan City. Access grades shall be in accordance with and approved by the North Logan City Engineer.

17.5 Parking Stalls. Parking should meet the North Logan City ordinance set for each building type. Each parking stall shall have a minimum space dimension requirement of 9' x 20'. Drive aisle minimum width shall be twenty five feet (25'). Parking stalls shall be square in their layout. Head to head parking is permissible.

17.6 Snow. Where parking will be affected by weather conditions and snow removal is of concern, adequate snow storage areas shall be provided adjacent to each parking area in a usable, readily accessible location.

Section 18. STORM WATER RETENTION

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Where required by the City, short term storm water retention implements shall be contained within the configuration of parking areas, the configuration of landscaping, or a combination of both. Dedicated retention basins will not be permitted within any property.

Section 19. DRIVEWAYS AND ACCESS WAYS

Driveways and parking access shall conform to North Logan City ordinances and be arranged so that entering and departing drivers have a clear view of approaching pedestrians, vehicles, crosswalks, and entering traffic lanes.

Section 20. BARRIERS/FENCING

Perimeter fencing for all Lots shall be installed by the Owner and meet the following criteria:

- A. Walls will be double split face CMU 8"x 8"x 16" block to be "Sunroc Tan";
- B. Walls will be installed on all sides and rear of property;
- C. A wall from each front corner of owner's building is to be installed and connected to the side property line wall to enclose owner's yard. Gates can be installed for access, but gate design must be approved by ACC;
- D. Walls will have vertical expansion joints every 40' lineal;
- E. Top of walls to have CMU cap;
- F. Wall height will be a minimum of 6' at the highest grade elevation of either owner's property or the adjoining property;
- G. Footings and rebar reinforcement will be engineered by Owner;
- H. Design and engineered wall to be submitted to the ACC for review and approval prior to construction; and
- I. By agreement, the property owner who first installs a wall will be reimbursed by the new owner that purchases adjoining property for one-half (1/2) the cost of the wall bordering adjoining properties.

Section 21. TRASH REMOVAL AND RECEPTACLES

21.1 Garbage and Refuse Disposal. The Owner shall remove at its own expense rubbish, trash, garbage or waste of any character which may accumulate on its Lot. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste of any character. Such rubbish, trash, garbage or other waste of any character shall not be kept except in enclosed sanitary receptacles. No rubbish, trash, garbage or waste of any character shall be burned on any Lot.

21.2 Waste Receptacle Location and Screening. All trashcans, storage bins or other receptacles must be fully enclosed and screened by waste receptacle structures. Waste receptacle structures should be constructed of appropriate materials compatible with the overall architecture of the associated structure and approved by the ACC. No waste receptacle structure will be allowed in front of a building. All waste receptacle structures are to be located in a position that is the least visible from public areas, generally to the back or side of buildings. Trees and shrubs shall be provided on the street side of any architectural material or fencing forming part of the screen. Trees and shrubs shall cover a minimum of fifty percent (50%) of the fence or architectural material in order to soften the screen.

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21.3 Waste Area Maintenance. It is the Owners' responsibility to keep waste areas clean and all trash inside bins at all times. All equipment for the storage or disposal of trash, garbage, rubbish or waste of character shall be kept in a clean and sanitary condition.

Section 22. OUTSIDE MATERIAL STORAGE

Outside storage of material may be permitted only where such storage is appropriately screened from all approaches, stored in a safe manner, adheres to any applicable codes and regulations, and does not present a hazard or interfere in any manner with the regular operations of the Property including regular traffic flow, daily operations and neighboring industries. Outside material storage facilities are subject to approval by the ACC.

Section 23. FLEET STORAGE

Vehicles and equipment must be stored/parked in a designated area and within the fenced area designed specifically for this use and kept free of debris. Vehicles or equipment in the process of repair and/or maintenance cannot be stored in the parking area, but must be removed to a proper repair/maintenance facility. Vehicle maintenance is not allowed in the parking areas.

Section 24. MAINTENANCE REQUIREMENT

24.1 Upkeep. The Owner is responsible for and shall at all times keep the premises, buildings, improvements, appurtenances and landscaping in a safe, clean and attractive condition and comply in all respects with all applicable federal and state government zoning and building statutes, ordinances, health and fire codes and police requirements and regulations.

24.2 Exteriors. Exterior walls and facings which have been painted or otherwise chemically treated shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated.

24.3 Fencing and Screens. Fencing and other architectural screens shall be kept in good repair and maintained in a clean and attractive manner at all times.

24.4 Removal and Replacement. Should any improvement or landscaping be razed, removed, damaged, or destroyed, within a reasonable amount of time thereafter, the Owner of the Lot on which such improvement or landscaping is or was located either shall cause such improvement to be restored pursuant to the applicable requirements of this Declaration or shall cause all debris to be removed and the site of such improvement or landscaping to be left in a level, clean and attractive condition pending the prompt construction or installation of replacement landscaping or improvements.

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24.5 Right of Entrance, Repair and Costs. In the event an Owner fails to comply with any or all of the aforesaid requirements or any of the requirements of this Declaration, the Association shall have the right, privilege and license to enter upon the premises and make any and all corrections and/or improvements that may be necessary to meet the standards of this Declaration and charge to and collect from said Owner the reasonable costs of making such corrections and/or improvements plus an administrative fee of fifteen percent (15%). Such cost and fee shall be treated as an Operating Expense.

Section 25. SIGNAGE

25.1 Design and Purpose. Signage throughout the Property is intended

primarily for directional purposes and not advertising. The emphasis is on minimizing the amount of signage to avoid visual clutter. No sign shall be erected or maintained on the Property except in conformity with the provisions of North Logan City, Cache County ordinances. Signage/graphics systems, both temporary and permanent are to be compatible with the desired character and quality of the Property as a whole. Signs are to be of simple, clean design and constructed of durable materials, which are consistent and compatible with the project architecture. The emphasis will be qualitative as well as quantitative and adherence to the minimum standards herein will not necessarily assure approval. Proposed plans for signage, temporary and permanent, including details of design, materials, lettering, location, mounting, size, color and lighting are to be submitted to the ACC for approval.

25.2 Requirements. In addition to the requirements of said ordinances and in modifications thereof, the following shall be required:

(a) Temporary Signage:

- (i) All temporary signage will be of a professional and tasteful character and will be subject to ACC review.
- (ii) Project Announcement. Where the purpose is to announce a forthcoming project or project which is under construction, signage is limited to one sign per site/lot, 8' x 8' single or double faced, 12' from grade to the top of the sign. The information contained herein is limited to the name of the project (6" maximum height letters), rendering 4' x 4' maximum, name and logo of developer, architect, lender, contractors and project type and date of availability/opening (all in 4" maximum height letters). The project address is required. The letter spacing, layout and other details are subject to ACC approval. The sign must be removed no later than date of receipt of certificate of occupancy.
- (iii) Directional (during construction phase). Where the purpose is to identify construction entrance and routing traffic through the site, the site is limited to a 2'x 2' single or double faced sign, with maximum height of 4' from grade to the top of the sign unless mounted on construction fencing, in which case the sign cannot exceed the height of the fence. The information on the sign is limited to directions only in 3" maximum height lettering. The sign may be installed at the commencement of construction and removed when no longer necessary or upon receipt of certificate of occupancy.
- (iv) Leasing/For Sale Sign. Where the purpose is to provide

leasing or sale information, one sign per street front per site/lot. The sign size is limited to 4' x 8' single or double faced with the maximum height 6' from grade to top of sign. The information included is limited to the name and logo of leasing agent (logo maximum 18" x 18") with a brief description such as "space available", "site available" with 6" maximum height lettering. The sign may be installed at commencement of construction and removed when no longer necessary or upon receipt of certificate of occupancy.

(b) Permanent Signage:

- (i) Design and Content. Each sign must show the name and address of the building in an approved typeface and size. Animated, flashing or intermittent illumination signage is prohibited. Signs shall be designed as part of the architectural design of the building so as to add to the aesthetic appearance of the building.
- (ii) Building Signs. A single sign shall be allowed on the front of each facility, and of a size not to exceed one square foot (1 sq. ft.) for each horizontal linear foot of building wall facing the street on which the sign faces, limited to the name of the business/building and/or address for identification purposes.
- (iii) Building Complex Signs. Where there are 3 or more buildings with contiguous sites that are master planned or designed to be architecturally compatible, one complex sign and one building sign for each building is allowed. The purpose of the signage is to identify the complex and the buildings within it, thus the information is restricted to the complex name and address on the complex sign and the building or major tenant and address on the building sign. A single sign shall be allowed on the front of each building, and of a size not to exceed one square foot for each horizontal linear foot of building wall facing the street on which the sign faces.
- (iv) Monument Signs. Freestanding, monument style with concealed supports (no poles) are allowed, either single or double faced, limited to the building or major tenant name and address. The allowable dimensions are 12' long by 4' high with an additional base height of 18". Monument signs are limited to one sign per building/building complex and

shall be designed as part of the architectural design of the building so as to add to the aesthetic appearance of the building.

- (v) Directional/Informational/Regulatory. Directional, informational or regulatory signage will be approved on a case by case basis through the ACC based upon what is required and in conformance with local governmental codes. Dimensions for such signage will be limited to 6 square feet and 5' height maximum with poles required to be uniform in color, height and type.
- (vi) Incidental Signs. Any incidental sign or sign used for secondary purposes such as "No Parking", "Entrance", "Load Only", will be professionally designed, uniform in color and design, aesthetically fit with the building exterior and be restricted to 1' X 2' in size.
- (vii) Hours of Operation Signs. Signs must be professionally printed on front doors or windows. Plastic, paper, or other similar quality medium is not permitted.
- (viii) Declarant Signage. These sign restrictions shall not apply to the commercial activities, signs and billboards of the Declarant while the Property is under construction and Declarant is marketing Lots.

Section 26. LIGHTING

To create an attractive and uniform look throughout the Property, exterior street, sidewalk and parking lot lighting has been determined by Declarant and all Owners shall be held to these standards.

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Section 27. DEDICATION OF COMMON ROADWAYS AND UTILITY FACILITIES

The Declarant shall have the right, in its sole discretion, from time to time, and without the need for consent or approval by any individual Owner, mortgagee or other party, to dedicate or cause to be dedicated for public use all or any portion of the common roadways and any common utility facilities and related easements. In the event any such dedication takes place, the rights-of-way and easements and all maintenance, insurance, and other obligations created by this Declaration shall automatically terminate with respect to the portion of the common roadways or common utility facilities and related easements so dedicated. Each Owner or mortgagee shall fully cooperate with the Declarant in accomplishing such dedication, including the execution of such documents, maps or plats as may be necessary to formally dedicate such portion or portions

of the common roadways or common utility facilities and related easements.

Section 28. TIME LIMITATION ON CONSTRUCTION

Each Owner, except the Declarant, shall be required to obtain a building permit and begin construction of an ACC approved building within one (1) year from the date of purchase of a Lot. The ACC has the right to extend this one-year period on terms agreeable to it. If owner does not build under these conditions Declarant's agent can purchase the land back at the original purchase price minus \$25,000 and any unpaid taxes.

Section 29. CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

Section 30. ADDITIONAL PROPERTY

Additional property may be subjected to these CC&Rs by the Declarant. Declarant shall indicate its intent to have such property bound by these CC&Rs on the plat of such property, or by recording an additional Declaration, and thereafter such additional property shall be considered as part of the Property in all respects. This right of the Declarant shall be assignable to one or more assignees.

Section 31. CARE AND MAINTENANCE OF COMMON PROPERTY

31.1 Association Responsibility. The Association shall be responsible for care and maintenance of any common property and improvements thereon. Each Owner will be assessed a monthly fee proportionate to the amount of land owned/leased to cover common expenses such as, but not limited to, landscaping maintenance, snow removal, utility charges, repair and maintenance of all common areas, roadways and utilities, property tax and insurance, for which the Association is responsible.

31.2 Damage to and Repair of Common Property. Any damage to common property and improvements caused by any Owner and/or their agents, guests or invitees must be repaired by such Owner as soon as possible after such damage is discovered, and in the event of failure of such Owner to make such repairs after at least fifteen (15) days written notice, the Association may make such repairs and the expense of such repair shall be borne by such Owner. The Association shall have the right, privilege, license to cause such repair and maintenance to be performed and charge the owner of said lot the cost of such repair and maintenance plus an administrative fee of fifteen percent (15%) of such cost. Such cost shall be treated as an operating expense.

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31.3 Liability Insurance. The Association shall at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death, and property damage occurring on or about, or by reason

of activities within, the common roadways and common areas. Such insurance shall be carried with a responsible company or companies and the limits thereof shall be such as to afford at least the coverage provided by a "combined single limit" of \$1,000,000.00 for bodily injury, death and property damage.

31.4 Casualty Insurance. The Association shall at all times maintain or cause to be maintained continuously in force casualty insurance to provide for insurance against the perils of fire, lightning, windstorm, hail, explosion, riot, damage from aircraft or vehicles, smoke damage, water damage, theft, vandalism, malicious mischief, and any other perils typically included within "extended coverage." Such insurance shall be carried with a responsible company or companies.

31.5 Taxes. Each Owner shall be obligated to pay, before delinquency, all taxes on the Lot(s) owned by said Owner including taxes on those portions of such Lot located within common maintenance areas.

Section 32. ASSESSMENTS

32.1 Creation of Lien and Personal Obligation. Each Owner, by acceptance of patent, deed or other conveyance, whether expressed or not, covenants and agrees to pay to the Association, assessments, including charges and interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the assessment fell due and (b) successors-in-title who took title when assessments were delinquent. The Declarant shall not be subject to assessments or the lien for assessments.

32.2 Purpose. The assessments levied by the Association shall be used by the Association only for operating expenses of the Property including, but not limited to governmental fees, costs of accounting, sending bills, insurance premiums and deductibles, acquisition, maintenance, repair and operation of common property and other facilities and improvements beneficial generally to the Property, the payment of taxes on common property and insurance thereon maintained by the Association, and the establishment of a reserve account for repair, maintenance and replacement of the common property which must be replaced on a periodic basis.

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32.3 Rate. Assessments shall be fixed on a pro rata basis for all Lots that have been sold by the Declarant.

32.4 Date of Commencement. The assessment due dates shall be established by the Association.

32.5 Roster. The Association shall prepare a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Association, which shall record payments of assessments and

shall allow inspection of the roster by any Owner or member at reasonable times.

32.6 Certificate of Paid Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

32.7 Non-Payment. Any assessment or installment thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Association shall set) until paid. In addition, a late fee of fifty dollars (\$50.00) for each delinquent installment shall be imposed.

The Association may either (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the Owner's Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or may restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Owner.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee.

No Owner may waive or otherwise escape liability for the assignments provided for herein by non-use of the common property or by abandonment of the Lot.

32.8 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after the Owner takes title or from the lien of such later assessments.

Section 33. DURATION OF RESTRICTIONS

Ent 1010364 Bk 1598 Pg 1202

The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon each and all of the parties (and upon all persons claiming under them) for a period of ninety-nine (99) years, and shall thereafter renew automatically for successive ten (10) year periods, unless Owner's owning at least fifty-one percent (51%) of the land area within the Project otherwise elect in a writing recorded with the County Recorder, Cache County, Utah.

Section 34. ENFORCEMENT

This Declaration and the CC&Rs herein are for the benefit of the Declarant, and the

Owner or Owners of any Lot, part or portion of the Property. This Declaration and the CC&Rs herein shall inure to the benefit of and pass with each Lot, part or portion of the Property and shall apply to and be binding upon each successor in interest. These CC&Rs are covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any breach thereof, or the continuance of any breach or noncompliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners of any Lot, part or portion of the Property; provided, however, that no such enforcement shall affect or impair the lien of any bona fide mortgage or trust deed which was given in good faith and for value, except that any subsequent owner of a Lot, part or portion of the Property shall be bound and obligated by the CC&Rs, whether the ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorney's fees and costs and expenses incurred in any such enforcement action shall constitute a lien on such Owner's Lot, and shall also be a personal obligation of the Owner, enforceable at law, until payment is made.

Section 35. CONSTRUCTION AND AMENDMENT

The provisions of this Declaration and the CC&Rs herein shall be liberally construed to effect all of their intended purposes. During the Development Phase (defined below), this Declaration and the CC&Rs herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Declarant or its successor or assigns by recorded instrument. The "Development Phase" shall be the time from the date of the recording with the County Recorder of the Plat until such time as the Declarant transfers legal title to more than ninety percent (90%) of the total acreage to bona fide purchasers. After the Development Phase, this Declaration or any CC&R contained herein, may be modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the owners having sixty-six percent (66%) of the votes in the Association, provided however, that so long as Declarant owns a Lot, no such modification shall be effective without Declarant's written consent.

IN WITNESS WHEREOF, Declarant has caused these Covenants to be executed this day of _____, 2009.

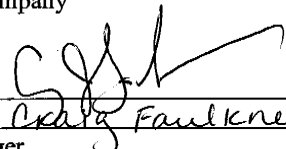
[Signatures on Following Pages]

Ent 1010364 Bk 1598 Pg 1203

DECLARANT:

BURGI HILL RANCH, LLC, a Utah limited liability company

Date: _____

By: 
Its: Manager

STATE OF UTAH)
) ss
COUNTY OF _____)

** See attached (A) All Purpose Acknowledgment*

This instrument was acknowledged before me on this ____ day of _____, 2009,
by _____, in his capacity as the _____ of _____.

Notary Public
(My Commission Expires: _____)

(SEAL)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 10/29/2009 before me, Rachel M Helmer, Notary Public
(Here insert name and title of the officer)

personally appeared Craig Faulkner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rachel M Helmer
 Signature of Notary Public



(Notary Seal)

Ent 1010364 Bk 1598 Pg 1205

ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Declaration & Establishment of</u> <small>(Title or description of attached document)</small></p> <p><u>Protective Covenants, Conditions & Restrictions</u> <small>(Title or description of attached document continued)</small></p> <p><u>for Eagle Creek</u></p> <p>Number of Pages _____ Document Date _____</p> <p style="text-align: center;"><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

MORWORTH ENTERPRISES, LLC, a Utah
limited liability company

Date: 10-30-09

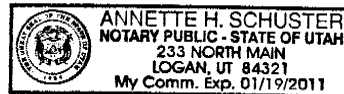
F. Neal Mortenson
By: Manager
Its: Manager

STATE OF UTAH)
) ss
COUNTY OF Cache)

This instrument was acknowledged before me on this 30th day of October, 2009,
by F. Neal Mortenson in his capacity as the Manager of
Morworth Enterprises LLC

Annette H Schuster
Notary Public
(My Commission Expires: 1-19-2011)

(SEAL)



Date: 11/5/09

Louise Kyriopoulos
LOUISE KYRIOPOULOS

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 5th day of NOVEMBER, 2009,
by LOUISE KYRIOPOULOS.

[Signature]
Notary Public
(My Commission Expires: 11/30/2012)

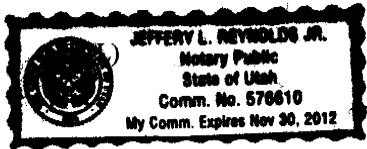


EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

Ent 1010364 Bk 1598 Pg 1208

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING SOUTH 89°52'32" EAST, 7.44 FEET AND NORTH 1°07'28" EAST ALONG SAID WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 91, 88.84 FEET FROM THE NORTHEAST CORNER OF SECTION 16 AS MONUMENTED BY A CACHE COUNTY SURVEY MARKER SAID POINT BEING BY RECORD THE INTERSECTION OF THE NORTH LINE OF SECTION 16, SAID LINE BEING A FENCE LINE EXTENDED ALONG THE SOUTH LINE OF A FIELD ROAD AND THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 91;

AND THENCE SOUTH 01°07'28" WEST ALONG THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 91, 45.82 FEET;

THENCE NORTH 89°49'03" WEST, 149.32 FEET;

THENCE 45.05 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 240.00 FEET, INCLUDED ANGLE OF 10°45'15" AND A LONG CHORD THAT BEARS NORTH 84°26' 26" WEST, 44.98 FEET;

THENCE NORTH 79°03'48" WEST, 124.74 FEET;

THENCE 29.58 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 160.00 FEET, INCLUDED ANGLE OF 10°35'27" AND A LONG CHORD THAT BEARS NORTH 84°21'32" WEST, 29.53 FEET;

THENCE NORTH 89°39'15" WEST, 1041.50 FEET;

THENCE 70.69 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, INCLUDED ANGLE OF 90°00'00" AND A LONG CHORD THAT BEARS SOUTH 44°39'15" EAST, 63.64 FEET;

THENCE SOUTH 00°20'45" WEST ALONG THE WEST RIGHT OF WAY OF 200 WEST STREET, 1372.35 FEET;

THENCE 68.76 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 45.00 FEET, INCLUDED ANGLE OF 87°32'30" AND A LONG CHORD THAT BEARS SOUTH 44°07'00" WEST, 62.26 FEET;

THENCE SOUTH 03°40'55" WEST, 33.17 FEET;

THENCE SOUTH 87°53'15" WEST, 1068.81 FEET;

THENCE NORTH 00°48'38" WEST, 800.36 FEET;

THENCE NORTH 00°27'24" WEST ALONG A LINE EASTERLY 16.50 FEET OF AN EXISTING FENCE LINE, 757.64 FEET TO A POINT ON AN EXISTING FENCE ON THE SOUTH LINE OF 3100 NORTH STREET SAID POINT BEING BY RECORD ON THE NORTH LINE OF SAID SECTION 16;

THENCE SOUTH 89°39'15" EAST (EAST BY RECORD) ALONG SAID FENCE ALSO BEING BY RECORD THE NORTH LINE OF SAID SECTION 16, 2482.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.33 ACRES +/-.

EXHIBIT "B"

VOTING RIGHTS

<u>Lots</u>	<u>Acres</u>	<u>Votes</u>
1	3.36	10
2	2.36	7
3	1.60	5
4	0.78	2
5	3.00	9
6	2.06	6
7	3.51	10
8	2.43	7
9	2.21	6
10	2.02	6
11	2.06	6
12	2.23	7
13	2.22	7
14	2.07	6
15	2.00	6
<hr/>		
	<u>33.91</u>	<u>100.00</u>