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Upon recording, please return to:
MRK3 Group LLC
1745 E. Hollywood Ave.
Salt Lake City, UT 84108

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**Declaration**") is made this ____ day of _____, 20__, by MRK3 Group LLC a Utah limited liability company (the "**Declarant**"). This Declaration shall be recorded in the Davis County Recorder's Office.

01-512-0001 → 0027 DECLARATION: D

Declarant hereby submits all that certain real property, with improvements erected thereon, located at 51 South 800 East, Salt Lake City, Utah 84102, and more particularly described on the attached Exhibit A (the "**Property**"), to the terms, conditions and provisions of this Declaration. The Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Declaration. This Declaration shall encumber title to the Property, shall govern the development and use of the Property, and shall be binding upon the Declarant, and present and future Owners (as defined below) of any portion of the Property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter holds any legal, equitable, or beneficial interest in any portion of the Property. The name by which the Property shall hereafter be identified is Townes at Vantage Point, A Planned Community (the "**Community**"). This Declaration shall also be binding upon Townes at Vantage Point Homeowners Association, Inc., a Utah nonprofit corporation to be formed, being an association of all Owners (the "**Association**").

CHAPTER 1: DEFINITIONS

The following terms when used herein and in the By-Laws of the Association shall have the meanings set forth below:

1.1 "**Assessments**" means those levies, assessments or sums payable by one or more Owners from time to time upon notification by the Association, as provided herein.

1.2 "**Board of Directors**" or "**Board**" means a group of natural individuals of the number stated herein and in the By-Laws, who shall manage and administer the business, operation and affairs of the Association on behalf of the Owners. Individual members of the Board of Directors shall be referred to as Directors.

1.3 "**By-Laws**" means the governing regulations adopted pursuant to this Declaration for the regulation and management of the Property and administration of the Association, including any amendments thereto adopted from time to time.

1.4 "**City**" shall mean Salt Lake City, Salt Lake County, State of Utah.

1.5 "**Common Expenses**" means and includes expenses for which the Owners are liable as provided herein, including, but not limited to, expenses of administration, maintenance, repair and replacement of the Common Facilities, expenses or liabilities agreed upon as common by the Declarant or the Owners, expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations

to reserves, and all other expenses or charges levied or to be levied pursuant to this Declaration or the By-Laws against all Owners.

1.6 "**Common Facilities**" includes all of the following (which shall be maintained, repaired and replaced by the Association even if located on one or more Lots): all entranceway walls, entranceway landscaping and related signage located on a Lot; all open space shown on the Plan; and any other portion of the Property not included in any Lot or public right-of-way, to the extent such facilities are neither dedicated nor to be dedicated to the City or to a municipal authority, and all other facilities which the Association may hereafter own, acquire or construct.

1.7 "**Dwelling**" means any structure erected or to be erected on the Property intended to be used as a residence.

1.8 "**Eligible Mortgagee**" means the holder, insurer or guarantor of a first mortgage lien on one or more Dwellings or Lots who shall have provided to the Association a statement of its name, address and the Dwelling(s) or Lots against which it holds, insures or guarantees a first mortgage lien.

1.9 "**Limited Charges**" means charges which the Association shall have the right to assess against any one or more Lots to provide services which are exclusively for those Lots.

1.10 "**Lot**" means the separate and subdivided parcel of land intended for residential development which is included in the Property described on Exhibit A (as such Exhibit may be amended from time to time hereafter) upon which a Dwelling is or will be erected. Each Lot's boundaries shall be as shown on the Plan.

1.11 "**Members**" means all Owners and the Declarant, as Members of the Association.

1.12 "**Owner**" means the record owner, whether one or more persons or entities, of fee simple title to any Lot which is situated within the Property, but excluding those persons having an interest merely as security for the performance of an obligation and excluding the Declarant.

1.13 "**Plan**" means the final subdivision plan, showing the Property, as such Plan may be amended from time to time hereafter by Declarant. A copy of the Plan is attached hereto as Exhibit B. So long as the Declarant owns at least one Lot, the Declarant may amend the Plan without the consent of any other Owners or their Mortgagees but only with the approval of the City) so long as such amendment does not materially affect the size of any Lot previously sold and conveyed by Declarant.

1.15 "**Property**" means the real property located in the City described on Exhibit A attached hereto.

CHAPTER 2: GOVERNING DOCUMENTS

2.1 SCOPE AND APPLICABILITY. The Community has been established and is administered pursuant to various documents that have a legal and binding effect on all present and future Owners of the Property within the Community and each of their tenants, guests, licensees, servants, agents, employees, and any other person or persons who shall be permitted to use the Common Facilities described in this Declaration. Such documents include (as they may be amended from time to time) this Declaration (and any supplements and amendments hereto), the Articles of Incorporation and By-Laws of the Association, the rules of the Association adopted pursuant to this Declaration, and the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of the Property which the Association owns or controls (collectively, the "**Governing**

Documents”). All Owners, as well as their guests and invitees, are required to comply with the Governing Documents.

2.2 CONFLICTS AND AMBIGUITIES. If there are conflicts between any of the Governing Documents and Utah law, Utah law shall control. If there are conflicts between or among any of the Governing Documents, then the Declaration, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control. The Board may, by resolution, resolve any ambiguities in the Governing Documents, and any reasonable interpretation of an ambiguous provision shall be determinative.

CHAPTER 3: ADMINISTRATION

3.1 THE ASSOCIATION.

(a) The Association is the governing body for all of the Owners and is responsible for (i) the maintenance, repair, replacement, management, operation and administration of the Common Facilities and any additions or improvements to the Common Facilities. Neither Declarant nor the Association will be responsible for snow or ice removal from any portion of the Common Facilities after dedication thereof, and each Owner shall defend, indemnify and hold Declarant, the Association and their respective officers and agents harmless from any suits, claims, liabilities, costs and expenses (including, without limitation, attorney fees) incurred by any of them due to any injury to person or property sustained by an Owner or his guests or invitees as a result of snow or ice anywhere on the Property.

(b) Nothing herein contained shall be construed so as to preclude the Association from delegating the duties described in this Section to a manager or agent or to other persons, firms or corporations, subject to the authority of the Association. The Common Expenses incurred or to be incurred for the utility services, maintenance, repair, replacement, management, operation and use of the Common Facilities and the making of any additions or improvements thereto shall be assessed by the Association against and collected from the Owners in accordance with Chapter 5 hereof. Common Expenses benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited.

(c) The time and extent of the foregoing maintenance, repair and replacement obligations of the Association shall be determined solely by the Board of Directors. All aspects of repair, maintenance and replacement of all portions of an Owner's Lot shall be the responsibility of the Owner. All maintenance, repair and replacement of portions of the Common Facilities shall be the responsibility of the Association except as noted above; provided, however, that any costs incurred by the Association in connection with any of the foregoing maintenance, repair or replacement items which may arise in connection with the negligence or willful misconduct of the Owner(s) or occupant(s) of any particular Lot(s) shall be charged as Limited Charges to those Owner(s).

(d) To the extent maintenance, repair and replacement by an Owner may involve possible damage to the Common Facilities or other Lots, the work shall be performed only with the prior written consent of the Board of Directors or its duly authorized agent, except in the case of an emergency, subject to the requirements of the Board of Directors.

(e) The Board of Directors shall have the right to impose rules and regulations governing the use and care of portions of the Dwellings, Lots and Common Facilities to the extent reasonably related to the Association's use restrictions (as set forth hereinafter) and maintenance, repair and replacement obligations hereunder. In addition, the Board of Directors is expressly authorized, in addition to any other enforcement powers it may have hereunder or by operation of law, to levy and collect fines for violations of this

Declaration, the By-Laws or any rules or regulations promulgated by the Board. Such fines shall be in such amounts as the Board may from time to time determine in its discretion, subject to the express provisions hereof.

3.2 MEMBERSHIP IN THE ASSOCIATION.

(a) All persons upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association against their Lots. Except as otherwise provided, membership in the Association shall be limited to the Owners of Lots subjected to this Declaration and the Declarant. Every Owner, as a Member of the Association, shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership.

(b) There shall be two classes of Members in the Association: Owners and Declarant.

(i) Owners shall be entitled to one vote for each Lot they own in the Property.

(ii) Declarant shall have two votes for each Lot in the Property which the Declarant owns, which shall be converted to one vote for each Lot in the Property owned by Declarant upon the earlier to occur of either of the following events:

(A) When 50% of the Lots have been sold and closed; or

(B) The expiration of two years from the closing for the first conveyance of a Lot to a purchaser.

(c) When more than one person holds an interest in any Lot, all persons holding such interest shall be one Member collectively, and the vote for the Lot shall be exercised accordingly. In no event shall more than the votes as described in Subsection (b) above be cast with respect to any Lot. Cumulative voting shall not be permitted.

(d) Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Association which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, but not limited to, development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant.

(e) An Owner shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against him or against his Lot by the Board of Directors as herein provided, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Lot, at least five days prior to the date fixed for the annual or special meeting.

(f) In the event that an Owner shall lease or permit another to occupy his Lot in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to use and enjoy the Common Facilities but shall not vote in the affairs of the Association, except when the Owner shall permit the tenant or occupant to exercise the proxy vote of the Owner in accordance with the provisions of the Bylaws.

(g) Every lawful transfer of title to a Lot shall include membership in the Association and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

(h) If a Lot is owned by more than one person and there is a conflict between or among the Owners of the Lot as to how the vote associated with the Lot should be cast, the vote shall be deemed included for purposes of determining a quorum but the conflicting votes cast by Owners of the Lot shall otherwise void the vote associated with the Lot. If a Lot is owned by a corporation, the officer or employee thereof entitled to cast the vote(s) of the Lot for the corporation shall be designated in a certificate for this purpose, signed by the president or vice-president, and attested to by the secretary or assistant secretary of the corporation, and submitted to the Secretary of the Association.

3.3 BOARD OF DIRECTORS. Subject to the provisions of this Declaration and the By-Laws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of three Directors. The initial Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed Directors shall be replaced with Directors elected by the Owners in accordance with the By-Laws.

CHAPTER 4: USE & CONDUCT

4.1. OWNERS' USE; NO WAIVER OF USE; NO ALTERATIONS.

(a) Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Common Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject, nevertheless, to the other provisions of this Declaration. Each Owner shall make use of the Common Facilities at his own risk.

(b) No Owner may make any changes, additions, improvements or alterations of any kind or do any work to any of the Common Facilities. No Owner shall impair any easement within the Common Facilities without the unanimous consent of all of the Owners affected thereby and the beneficiary of the easement.

4.2 USE RESTRICTIONS.

(a) Except as used by the Declarant in connection with its construction and marketing of Dwellings, each Lot and Dwelling shall be used for residential purposes only; provided (subject to Subsection (h) below) that home occupations may be carried on in the Dwelling or Lot if the use is incidental to the Dwelling's primary residential use, shall have no employees, customers or clients at the Dwelling and shall be approved by any municipal authorities having jurisdiction over the use.

(b) No part of the Property shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any Lot or the Common Facilities. In illustration and not limitation of the foregoing, no Owner, guest or invitee shall play loud music, create excessive noise, or permit trash or clutter to accumulate on his Lot.

(c) Except for work done by the Declarant in connection with the construction and marketing of the Property, nothing shall be built, caused to be built or done in or to any part of the Property which will alter or cause any alteration to the Common Facilities without the prior written approval of the Board of Directors.

(d) Each Lot and Dwelling shall be maintained by its Owner or occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations as may be applicable hereunder or under law.

(e) No Owner or occupant of any Lot shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Lot or the Common Facilities

by the Owner or occupant of any other Dwelling, or which creates or results in a hazard or nuisance on the Property.

(f) Except for a single non-illuminated address number sign to a Dwelling, no sign may be erected by any Owner on or in a Lot or Dwelling (visible from the outside of the Dwelling) or on any of the Common Facilities, without the prior written approval of the Board of Directors.

(g) No Owner or occupant may obstruct the Common Facilities in any way. No Owner or occupant may store anything in or on the Common Facilities without the prior written approval of the Board of Directors.

(h) In accordance with the present zoning of the Property, the only permitted use of a Lot is as a residence. No commercial, industrial, recreational or professional activity not permitted by the present zoning, other applicable laws and ordinances and any rules or regulations thereunder shall be carried on in any Lot or Dwelling at any time. If, in the future, zoning regulations change so as to expand the scope of activities permitted to be conducted within the Lots and Dwellings, application may be made by an Owner to the Board of Directors for approval to commence the newly permitted use of his Lot or Dwelling. Each application shall be considered by the Board of Directors on an individual basis. Once the Board of Directors has given its approval to a particular use of a Lot or Dwelling, it may not revoke the approval so long as the nature and scope of the approved use remains unchanged. No Owner shall permit his Lot or Dwelling to be used or occupied for any prohibited purpose.

(i) No animals of any kind shall be kept or bred in any Lot or Dwelling, other than dogs or cats which are kept as household pets; provided that in no event shall any more than two pets be kept by the Owner or occupant of any Dwelling in or outside of the Dwelling. No pet shall be permitted to run loose or uncontrolled in or on the Common Facilities. Pet owners shall immediately clean up any waste left by pets anywhere on the Property.

(j) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that (i) organic kitchen waste materials may be composted in a properly constructed and screened composter, which must be free of noxious odors, and (ii) other such material may be kept on the Lot or in areas of the Property designated for this purpose by the Declarant (in connection with its construction) or the Board of Directors; provided these materials shall be kept in sanitary containers and in a clean and sanitary condition. These containers shall be placed for collection only in the designated areas and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

(k) No Owner or occupant shall erect or maintain an exterior antenna on any Lot or Dwelling. An Owner may install a satellite dish with the prior written approval of the Board of Directors.

(l) No Owner or occupant shall leave any non-operating vehicle, a vehicle not currently registered and licensed or a vehicle not having a valid and unexpired state motor vehicle inspection sticker on or about the Property, except if entirely enclosed in the Dwelling garage.

(m) Driveways and streets and other exterior parking areas on the Property shall be used by Owners and occupants for four wheel passenger vehicles, two wheel motorcycles and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (other than non-commercial light trucks) or commercial (whether or not registered as a commercial vehicle with the State Department of Transportation) vehicles shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work. Vans, recreational vehicles, trailers, trucks or commercial vehicles may be permitted to be parked

entirely within Dwelling garages or by rule or regulation of the Board of Directors. Passenger vehicles may be permitted to be parked on the driveway and in the garage on a Lot.

(n) In the event of taking in condemnation of Common Facilities or any portion thereof, the award for the taking shall be payable to the Association for use by the Association to defray costs and expenses of operation, maintenance and replacement of Common Facilities.

(o) No motor vehicle, including, but not limited to, mini-bikes, all-terrain vehicles, snowmobiles and motorcycles, may be driven anywhere on the Property, other than on streets and driveways, by any Owner, occupant or guest. In illustration and not limitation of the foregoing, no vehicles of any sort may be driven anywhere on the Common Facilities. No maintenance, servicing or repair of any motor vehicle of any type may be done anywhere on the Property (including, without limitation, in the street or in a driveway) except in a fully enclosed garage.

(p) No fences, tents, storage tanks, sheds, or accessory buildings or structures shall be erected or permitted to remain on the Property without the prior written approval of the Board of Directors as described in Section 4.3.

(q) No outdoor clothes lines may be erected, installed or permitted to remain on any Lot.

(r) No tree, shrub, bush or other plant of any kind located on the Common Facilities may be cut down, trimmed, relocated, uprooted or altered in any way except by the Association, and no tree climbing or other hazardous activity of any kind is permitted on the Common Facilities.

(s) No wells may be drilled, maintained or used anywhere on the Property.

4.3. REGULATED ACTIVITIES.

(a) No building, wall, fence, pool, shed, playset, lawn ornaments of any kind, flagpole over six feet in height, antenna, satellite dish or other structure or improvement (including, but not limited to, landscaping or plantings (other than annual plantings in plant bed(s) adjacent to Dwellings)) shall be commenced, erected, installed or maintained upon the Owner's Lot or Dwelling, nor shall any exterior addition to or change (including change of external color scheme) or alteration or addition be made to any Dwelling which alters the external appearance of the Dwelling prior to submitting an application for review and approval by the Board, which approval will not be unreasonably withheld.

(b) Each Owner shall submit by certified mail, return receipt requested to the Board, plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the Owner's proposed changes, alterations or additions to the Lot or Dwelling. The Owner shall be responsible to ensure that the proposed alterations, additions and/or improvements comply with all applicable codes, laws and ordinances. The Association shall have the right to request additional information, plans and materials concerning any proposed alterations, additions and improvements, but the Association's election to accept for review any submission which does not contain all relevant information shall not limit the Association's right to require such information with all future submissions. In the event the Association fails to approve, with or without conditions, or deny the application within 21 days from the date all plans and specifications, including all additional information, plans and materials which may be requested by the Association have been submitted, approval will be deemed to have been denied. The Association shall review the plans to determine whether they are harmonious and compatible with the Lots and Dwellings in the Property. The Board of Directors shall have the right to establish design criteria and standards for alterations, additions and improvements within the Property.

(c) Any Owner wishing to sell or lease his Dwelling or Lot shall provide to the Association the name and telephone number of the listing agent (if any), or the Owner's telephone number if there is no listing agent. The Association shall prepare and install on the Owner's Lot, at the Owner's expense and in a location mutually acceptable to the Owner and the Association, a sign displaying such name and telephone number and the words "For Sale" or "For Lease," using in all cases a single uniform size and format for each such sign that will be consistent with other signage on the Property, provided that the Board of Directors may approve alternate signage.

(d) The provisions of this Section shall not apply to the Declarant.

(e) So long as Declarant still owns any Lots in the Property, no signs identifying any contractors or subcontractors may be installed or maintained anywhere on the Property.

CHAPTER 5: ASSESSMENTS

5.1 REGULAR ASSESSMENTS; SPECIAL ASSESSMENTS. Each Owner shall be assessed and shall pay a proportionate share of the Common Expenses of the Association. At any time following closing for the initial sale of the first Lot and Dwelling, the Association may, by notice to all Owners, begin assessing and collecting regular assessments from each purchaser. Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association all Assessments, including, but not limited to the following: (i) regular Assessments to be made due and payable on an annual basis as reasonably determined from time to time by the Board of Directors based upon the budget of the Association; (ii) special Assessments fixed, established and collected from time to time as provided in this Declaration; (iii) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses; and (iv) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess Limited Charges against any one or more Lots to provide services which are exclusively used for these Lots. Each Assessment, together with interest thereon, fines, late charges and costs of collection thereof (including attorneys' fees) as hereinafter provided shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment became due.

5.2 OBLIGATION TO PAY ASSESSMENTS. No Owner may exempt himself from liability with respect to the payment of Assessments levied by the Association, nor release his Lot from the liens created for non-payment of Assessments by waiver of the use or enjoyment of the Common Facilities, by abandonment of his Lot, by any conveyance or covenant severing the rights and benefits from the Lot, or otherwise. The obligation to pay Assessments is absolute and unconditional and, in addition to being a covenant running with the land, is a personal obligation of each Owner and shall not be subject to set-offs or counterclaims.

5.3 REPAIR OF COMMON FACILITIES. Each Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Facilities damaged by the Owner's act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor.

5.4 ASSESSMENTS DISCRETIONARY. Except as otherwise provided in this Declaration, payment of Assessments by the Owners shall be made at the discretion of the Board of Directors; provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on an annual or monthly basis. The failure of the Board of Directors to formally declare any annual Assessment within the period of time set forth in the Bylaws shall result in the regular annual Assessment for the immediately preceding year being the regular annual Assessment applicable to and due and payable for the next year, until such time as a new annual assessment is declared.

5.5 LIEN FOR ASSESSMENTS. All Assessments and charges chargeable to any Owner, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for noncompliance with this Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Lot and Dwelling in favor of the Association; provided that all fines, fees, charges, late charges, interest, costs of collection (including attorneys' fees) and penalties shall be subordinate to the lien of any Eligible Mortgagee. This lien shall be effective from and after the time the Assessment or charge becomes due, and may be evidenced by the recording in the public records of Salt Lake County of a claim of lien stating the description of the Lot, the name of the record Owner and the date when the Assessment or charge became due. This claim of lien shall include only those sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and payment of a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

5.6 INTEREST ON DELINQUENT ASSESSMENTS. Any Assessment or installment thereof not paid within five days after the due date shall bear interest from the due date at the rate of 10% percent per annum or a higher rate permitted by law which the Board of Directors shall from time to time determine. The Board of Directors may assess fines (both for failure to pay Assessments and for violations of the Association documents), late charges and costs of collection (including attorneys' fees). The Board of Directors shall also have the right to charge a delinquency Assessment, as established from time to time by the Board of Directors, against any Owner whose Assessments are delinquent for a period exceeding 30 days from the due date, and the Board of Directors shall have the right to accelerate payment of all remaining proposed payments of any regular or special Assessments for the remainder of the fiscal year, as such fiscal year is determined pursuant to the Bylaws.

5.7 COLLECTION OF ASSESSMENTS. Any Assessment charged against an Owner may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association and/or the Owners in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described herein against the Lot or Dwelling, or both, and the Board of Directors may seek whatever other remedies which are available at law or in equity. In addition to these rights and remedies available to the Association, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote; provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final. Any judgment against a Lot and its Owner shall be enforceable in the same manner as is otherwise provided by law. Attorneys' fees, court costs and collection expenses incurred by the Board of Directors incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced and paid by the Board of Directors for taxes and payments on account of superior liens which may be required to be advanced by the Board of Directors in order to protect its lien, shall be payable by the Owner and secured by this lien.

5.8 TRANSFER OF TITLE.

(a) In the event that title to a Lot is transferred by sheriff's sale pursuant to execution upon any lien against the Lot, the Board of Directors may give notice in writing of any unpaid Assessments, which are a charge against the Lot but have not been reduced to a lien, to the sheriff and the sheriff shall pay the Assessments of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Owner against whom the execution issued. Any unpaid Assessments which cannot be promptly collected from the former Owner may be reassessed by the Board of Directors as a Common Expense to be collected from all the Owners, including the purchaser or acquirer of title at the sheriff's sale,

his successors and assigns. To protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

(b) Upon the voluntary sale or conveyance of a Lot, or any other transfer, by operation of law or otherwise, and a transfer by Deed in lieu of foreclosure to an Eligible Mortgagee, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are charges against the Lot as of the date of the sale, conveyance or transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any unpaid Assessments which the grantee may pay, and until these Assessments are paid, they shall continue to be a charge against the Lot, which may be enforced in the manner set forth above; provided, however, any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot and its Owner, and if the statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

(c) If an Eligible Mortgagee or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure of a first mortgage, the acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrue prior to acquisition of title as a result of the foreclosure. The unpaid share of the charges shall be a Common Expense collectible from all Owners, including the acquirer of the Lot by foreclosure, his successors and assigns.

5.9 RIGHT TO OFFSET. The Declarant shall be entitled to offset against any Assessments imposed upon Lots owned by Declarant by the value of services provided by the Declarant to the Association prior to completion and sale of the last Lot and Dwelling owned by Declarant, including, without limitation, the value of snow removal, street sweeping/cleaning, storm sewer cleaning, maintenance and repairs of Common Facilities, and a monthly management fee.

CHAPTER 6: EASEMENTS

6.1 UTILITIES. All the Property shall be subject to an easement for the present and future installation and maintenance of electric service, master and/or cable television service, telephone service, water service, storm water facilities and other utility services and the facilities and appurtenances necessary to the same, which easement shall run in favor of the Declarant, the Association and (upon execution of specific easements therefor) the entity or entities owning or operating these facilities and providing the aforementioned services. The Declarant and the Board of Directors shall have the right to grant to third parties additional utility easements which are deemed reasonable by the Declarant or Board of Directors in connection with the supply of utility services to the Lots or the Common Facilities.

6.2 ACCESS. The Association and its Board of Directors, officers, agents and employees, shall have the irrevocable right and easement to have access to each Dwelling and Lot as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Facilities therein or accessible therefrom or the making of any addition or improvements thereto or to make other repairs to any Common Facilities (if these repairs are reasonably necessary for public safety or to prevent damage to the Common Facilities), or to abate any violation of this Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property. Any Lot on which any entranceway walls, entranceway landscaping, signage or facilities are located shall be

subject to a non-exclusive easement to the Association for the maintenance, repair and replacement of such Common Facilities.

6.3 INGRESS; EGRESS. The Declarant reserves the right with respect to its marketing of Lots or Dwellings to use the Common Facilities and, to the extent not already conveyed to purchasers, Lots or Dwellings for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors. The Declarant also reserves the right to permit prospective purchasers to park in any parking spaces located in the Common Facilities. The Declarant shall also have the right, in connection with its marketing of Lots or Dwellings, to erect signs on the Common Facilities, or on those Lots not already conveyed to purchasers.

6.4 CONSTRUCTION. The Declarant reserves the right with respect to the construction of Dwellings and Common Facilities to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Common Facilities or Dwellings (including without limitation, to change the grade of any portion of the Property and/or to install drainage control devices so as to control possible drainage and/or runoff of storm water in connection with the development of the Property or adjacent lands.) The Declarant agrees to indemnify and hold the Association harmless from liabilities resulting from the exercise of this easement. This easement shall be appurtenant and shall pass with title to every Lot. The rights hereby reserved for the Declarant shall last as long as the Declarant is the owner of or has the right to create or build a Lot or Dwelling in the Property.

6.5 ENCROACHMENT. If any portion of the Common Facilities hereafter encroaches upon any Dwelling or Lot, or if any Dwelling hereafter encroaches upon any other Dwelling, Lot or upon any portion of the Common Facilities as a result of settling or shifting of any Dwelling, other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Dwelling or of the Association in the case of encroachments by the Common Facilities, a valid easement appurtenant to the encroaching Dwellings or Common Facilities for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist.

6.6 COMMON UTILITIES. The rights and duties of the Owners of Lots within the Property with respect to storm sewer, water, electricity, telephone lines and other utility facilities shall be governed by the following. Wherever water line house connections or electricity, telephone, cable or other utility lines are installed within the Property which connections serve one or more Dwellings, the Owner of each Dwelling served by the lateral or connection shall be entitled to the full use and enjoyment of the portions of the laterals and connections as serve his Dwelling or Lot. In the event of a dispute between Owners with respect to repair or rebuilding of any such laterals or connections, or with respect to the sharing of the costs thereof, upon written request of any one of these Owners, addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute, and the decision of the Board of Directors shall be final, conclusive and binding on all parties.

6.7 DURATION; BINDING. The foregoing easements shall run with the Property and inure to the benefit of and be binding upon the Association, each Owner, the Declarant, each Eligible Mortgagee and each tenant, occupant or other person having any interest in any Lot or in the Common Facilities at the time of reference.

CHAPTER 7: TRANSFER OF TITLE; TRANSFER OF COMMON FACILITIES

7.1 TRANSFER AND LEASING OF LOTS.

(a) Any Owner may, at any time, transfer ownership in the Lot and Dwelling (which must include his membership in the Association) to any other person, and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner.

(b) The Association may regulate, limit, or prohibit the lease or rental of Lots and Dwellings.

(c) The Association may require the lease or rental of a Lot and Dwelling to be conducted through the Association or a designated management company and may require that all lease agreements be reviewed and approved by the Association or the management company, such that any tenants may be screened and approved by the Association or the management company prior to the lease or rental of the Lot and Dwelling; the approval of the Association shall not be unreasonably withheld.

(d) Prior to the lease or rental of a Lot or Dwelling, the Owner and the tenant shall execute a written lease agreement including the following provisions:

(i) The tenant shall agree to comply with all of the terms and conditions of the Declaration and Bylaws;

(ii) The tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act upon the premises; and

(iii) Owner and the tenant shall acknowledge that the Association is an intended third party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with the Declaration and Bylaws and to abate any nuisance, waste, unlawful or illegal activity upon the premises, and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so.

(e) Prior to a tenant's occupancy of a Lot and Dwelling, the Owner shall provide the Association with the name, address and telephone number of the tenant and a copy of the written lease agreement.

(f) No Owner shall be permitted to lease his Dwelling unless the Owner has complied with the relevant provisions of this Declaration, the By-Laws and any applicable rules and regulations promulgated from time to time by the Board of Directors.

(g) In the event the Owner shall fail to pay any charge or Assessment levied by the Board of Directors against a leased Lot, and the failure to pay continues for 30 days, the Board of Directors shall so notify the tenant of the Lot in writing of the amount(s) due and, within 30 days after the date of notice, the tenant shall pay to the Board of Directors the amount(s) of unpaid charges or Assessments, subject, however, to Subsection (f) of this Section. The amounts of the unpaid charges or Assessments paid to the Board of Directors by the tenant after the nonpayment by the Owner shall be credited against and shall offset the next monthly installment due to the Owner following the payment by the tenant of the charges or Assessments to the Board of Directors.

7.2. MANDATORY DISCLOSURE TO PURCHASER OR TENANT.

(a) Any Owner who leases or sells his Lot shall provide his tenant or purchaser, at the Owner's expense, a current copy of this Declaration, the By-Laws, all rules and regulations promulgated by the Association, any amendments to the foregoing and any other covenants, conditions or restrictions and related documents which may apply to the Lot.

(b) Upon execution of an agreement of sale of the Lot, the selling Owner shall furnish a certificate issued by the Association containing the information required by applicable law in connection with the sale thereof.

(c) The Association shall fully cooperate in the preparation and provision of this information certificate to a selling Owner within five days after it is requested in writing by the Owner. An Owner providing this certificate to a purchaser is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A purchaser shall not be liable for any unpaid Assessments greater than those set forth in the certificate, other than additional Assessments arising from the passage of time. The Association shall have the power to assess the reasonable cost of the preparation of the certificate to the selling Owner and require payment thereof prior to the delivery of the certificate to the selling Owner.

7.3 TRANSFER OF COMMON FACILITIES. Upon any of the Common Facilities' substantial completion (regardless of whether such Common Facilities have been conveyed to the Association), the Association shall thereupon assume all responsibility for the management, operation, maintenance, insurance, repair and replacement of such Common Facilities and for the costs and expenses associated with such Common Facilities. Following the substantial completion of the Common Facilities, the Declarant shall transfer and the Association shall accept ownership of the lands upon which are situated Common Facilities, provided such acceptance shall not be deemed a waiver of the Declarant's obligation to complete the Common Facilities if not yet complete. For purposes of this Section, substantial completion shall mean the date when the Common Facilities are sufficiently complete so that they can be used for the use intended, and, if required by law, use and/or occupancy permits and other regulatory approvals have been obtained for the Common Facilities.

7.4 LIMITED WARRANTY FOR COMMON FACILITIES.

(a) Upon the conveyance of any of the Common Facilities to the Association following substantial completion thereof, the Declarant warrants to the Association that such Common Facilities shall be free from structural defects for a period of one year from the date the Common Facilities were conveyed to the Association.

(b) **THE WARRANTY DESCRIBED IN THIS SECTION IS THE ONLY WARRANTY MADE TO THE ASSOCIATION BY THE DECLARANT AND IS NOT A WARRANTY TO ANY OF THE OWNERS AND IS EXPRESSLY MADE IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES BY THE DECLARANT, THE DECLARANT'S AGENTS OR EMPLOYEES OR ANY OTHER PERSON ON BEHALF OF THE DECLARANT.**

(c) The warranty described in this Section shall not apply to the Common Facilities if they have been subjected to misuse or damage by accident or have not been afforded reasonable care. The liability of the Declarant under this warranty is limited to replacing or repairing any defective parts or materials which do not comply with the above warranty and in no event shall the liability of the Declarant exceed the replacement cost of the Common Facility which contains the structural defect(s) upon which a warranty claim is based. In no event shall the Declarant be liable to the Association or to any Owner for consequential damages arising from any breach of the above warranty or for the negligence of the Declarant. The Declarant shall have the sole right to determine whether the structural defect shall be corrected by repair or replacement and the Association and the Owners shall make every reasonable effort to make the Common Facilities, together with reasonable access thereto, available to the Declarant and its agents, employees and invitees during normal business hours in order to permit such repair or replacement to be made.

CHAPTER 8: INSURANCE

8.1 REQUIRED COVERAGE. The Association, acting through the Board or its authorized agent, shall obtain and maintain in effect the types and amounts of insurance coverage as the Board deems prudent in the exercise of its business judgment.

8.2 PREMIUMS AND DEDUCTIBLES. Premiums for all Association insurance shall be a Common Expense. The Association's policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Parcels as a Specific Assessment.

8.3 OWNER'S INSURANCE. Each Owner shall be individually responsible for maintaining insurance coverage for his or her Lot and Dwelling, the fixtures installed therein, and for all personal property of the Owner. In the event of damage or destruction to a Dwelling, the Owner shall repair or replace the Dwelling.

CHAPTER 9: AMENDMENT

Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

9.1 BEFORE ANY CONVEYANCES; NON-MATERIAL AMENDMENTS. Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration in any legal fashion which the Declarant may deem appropriate. In addition, the Declarant may amend this Declaration or the By-Laws in any manner which will not materially adversely affect those Owners other than the Declarant by recording the amendment or amendments at any time before the conveyance of the last Lot the Declarant owns or reserves the right to build in the Property. Any addition or amendment to the Association documents shall not be considered material if it is for the purpose of correcting technical errors.

9.2 BY RESOLUTION. An amendment may be proposed by either the Board of Directors or by a majority of the Owners or by the Declarant. No proposed amendment shall be effective unless it has been adopted by the affirmative vote of at least a majority of the Owners other than the Declarant and approved in writing by the Declarant (if the Declarant still owns any Lots). Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Members in the manner hereinafter provided for service of notices.

9.3 BINDING DECLARANT. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant unless the Declarant shall join in the execution of the amendment.

9.4 RECORDING. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Office of the Recorder of Deeds for Salt Lake County.

CHAPTER 10: MISCELLANEOUS

10.1 COMPLIANCE AND DEFAULT.

(a) Each Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.

(b) The Association shall have the right and obligation to enforce compliance with the Declaration and Bylaws against any Owner and/or occupant of any Lot and Dwelling and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement, to enforce such compliance.

(c) The Board of Directors shall have the power to adopt, amend and enforce compliance with, any reasonable rules and regulations relative to the operation, use and occupancy of the Lots and the Common Facilities consistent with the provisions of this Declaration, including, but not limited to any enforcement procedures and penalties for violations of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto which the Board of Directors shall deem appropriate. Any rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board of Directors in accordance with the By-Laws. A copy of the rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and occupant of a Dwelling or Lot promptly after the adoption thereof and shall become binding upon all Owners and occupants of Dwellings and Lots, their successors and assigns.

(d) Failure of an Owner or occupant to comply with any provision of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or Owner to the remedies provided in this Declaration, and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: The Association or any aggrieved Owner shall be entitled to sue for the recovery of damages or for injunctive relief, or both; provided, that the Owner has exhausted his remedies provided for herein. This relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Attorneys' Fees: In any proceeding arising hereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

(e) No Owner or occupant shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of this Section. The Board of Directors, or a committee appointed by the Board of Directors, shall hear complaints from Owners or occupants of alleged violations of this Declaration (other than violations with respect to Assessment obligations), the By-Laws and any rules and regulations of the Association. The Board of Directors, or a committee appointed by the Board of Directors, shall hold a hearing on any complaint within 30 days after the receipt by the Board of Directors of a formal notice of complaint from an Owner or occupant. A decision shall be issued in writing by the Board of Directors within 30 days after the conclusion of the hearing. The Board of Directors shall have the right to establish various rules and procedures governing the operation and administration of the complaint and hearing process and the enforcement of the Association documents and rules and regulations. Unless the internal remedies provided by this Section and any rules and regulations promulgated by the Board of Directors shall be expressly waived by the Association, or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Owner or occupant until this internal remedy is pursued to exhaustion. Any action by an Owner or occupant against any other Owner or occupant arising out of any term, covenant or condition contained in the By-Laws, this Declaration or any rules and regulations adopted pursuant

thereto shall be subject to the same procedures. In hearings before the Board of Directors, or a committee appointed by the Board of Directors, all parties shall be entitled to be represented by counsel.

10.2 INDEMNIFICATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS. The Association shall indemnify every Director, officer and committee member, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, officer or a committee member of the Association, in accordance with applicable law. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by independent counsel that the person to be indemnified may be indemnified under applicable law. The foregoing rights shall not be exclusive of other rights to which the Director, officer or committee member may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses; provided, however, that nothing contained in this Section shall obligate the Association to indemnify any member of the Association, who is or has been a Director, an officer or a committee member with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

10.3 DURATION; DISSOLUTION.

(a) The covenants and restrictions of this Declaration shall run with and bind the Property.

(b) Upon dissolution of the Association and termination of this Declaration, the real and personal property of the Association shall become the assets of the Owners, who are Owners at the time of the dissolution, as tenants-in-common.

10.4 NOTICES. All notices required to be served upon Owners pursuant to this Declaration or the By-Laws shall be sufficient if delivered to the Dwelling or mailed to the Owner at the Dwelling mailing address by regular mail and if delivered or mailed to the Declarant at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Dwelling or the Declarant's business office in the case of actual delivery and a date three days after deposit in the mail in the case of notice sent by mail.

10.5 SEVERABILITY. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration. This Declaration shall become effective when it has been duly entered of record. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors and assigns. Number and gender, as used in this Declaration, shall extend to and include both singular and plural and all genders as the context and construction require.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first written above.

[Signature on the following page]

DECLARANT:

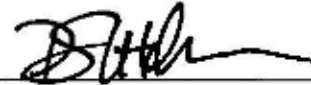
MRK3 Group LLC, a Utah limited liability company

Signature 

By: Kyle Davis, its. Owner

STATE OF UTAH)
 : ss.
DAVIS COUNTY)

On the 5 day of FEBRUARY in the year 2020 before me, the undersigned, personally appeared KYLE DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their capacity, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public

(SEAL)

My commission expires: 03/23/2022



EXHIBIT A: LEGAL DESCRIPTION

BEGINNING AT POINT SOUTH 00°22'24" WEST 877.75 FEET AND SOUTH 89°37'36" EAST 205.08 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS BEING NORTH 89°54'24" EAST 2648.88 FEET FROM SAID NORTHWEST CORNER OF SECTION 12 TO THE NORTH QUARTER CORNER OF SAID SECTION 12), AND RUNNING THENCE SOUTH 43°54'24" WEST 200.00 FEET; THENCE NORTH 46°05'36" WEST 197.23 FEET TO THE SOUTHEAST SIDE OF THE LOWER BONNEVILLE CANAL RIGHT OF WAY; THENCE ALONG SAID SOUTHEAST SIDE THE FOLLOWING THREE (3) COURSES: 1) NORTH 28°31'11" EAST 103.72 FEET; 2) NORTH 27°36'11" EAST 104.19 FEET; 3) NORTH 23°59'49" EAST 106.36 FEET; THENCE SOUTH 46°05'36" EAST 133.37 FEET TO A POINT ON AN EXISTING VINYL FENCE LINE; THENCE SOUTH 43°08'13" WEST 100.01 FEET ALONG SAID FENCE LINE; THENCE SOUTH 46°05'36" EAST 155.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT B: PLAN