


When Recorded Mail to:
Sage Bend, LLC
531 North 1040 West
Mapleton, Utah 84664



ENT 43644:2017 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 May 05 12:39 pm FEE 32.00 BY MG
RECORDED FOR PROVO LAND TITLE COMPANY

Declaration of Covenants, Condition and Restrictions for Sage Vista Subdivision

This **Declaration of Covenants, Condition and Restrictions for Sage Vista Subdivision** (“Declaration” and “Owner”) is made this 18 day of April 2017 by Sage Bend, LLC, a Utah limited liability company (“Declarant”).

Recitals

- A. Declarant is the Owner of that certain real property located in Lehi, Utah and described on Exhibit A, attached hereto and made a part of this Declaration (the “Property”).
- B. Declarant desires to provide for the preservation and enhancement of the Property by requiring that all owners of any lot within the Property shall take and hold said property subject to this Declaration.
- C. Therefore, Declarant hereby, for the benefit of the present and future owners of lots within the Property, hereby subjects the Property to this Declaration.

Article 1 Submission

1. Submission of Property. Declarant submits the Property to this Declaration. Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Property, that this Declaration shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property or any part of the Property, their heirs, legal representatives, successors and assigns and shall inure to the benefit of each Owner.

Article 2 Definitions

2. Defined Terms. Each capitalized terms in this Declaration shall have the following meanings:
 - 2.1. Administrative Control means the period of time commencing on the date of recordation of this Declaration and expiring 60 days after conveyance of 80% of the Lots within the Property to Owners other than Declarant.
 - 2.2. Architectural Review Committee means any person or persons as the Declarant may from time to time appoint pursuant to Article 7.

- 2.3. Declarant means Sage Bend LLC, a Utah limited liability company, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the Property.
- 2.4. Home means a completed building located upon a Lot within the Property and designated for separate residential occupancy.
- 2.5. Improvements means every structure or improvement of any kind, including but limited to a Home, fence, wall, driveway, storage shelter or other product of construction efforts on or in respect to the Property.
- 2.6. Lot means the individual platted lots within the Property that are subject to this Declaration.
- 2.7. Lot Owner means any person or entity that owns a Lot and/or Home on a Lot.
- 2.8. Property means the land known as Sage Vista Subdivision described on Exhibit A.
- 2.9. Sold means that legal title has been conveyed and recorded in the Utah County Recorder's Office, which the purchaser has obtained the right to possession.

Article 3

Lots

3. Lots. The number of Lots included within the Property is 93 as identified on the recorded plat with the Utah County Recorder's Office. A Lot shall be not be subdivided or separated into smaller lots by any Lot Owner. This covenant shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments. Each Lot Owner acknowledges that the Property is located in the vicinity of an "agriculture protection area" and that the enjoyment of its Lot is subject to any annoyance or inconvenience that may result from normal agricultural uses and activities.

Article 4

Maintenance Standards

4. Maintenance Standards. All Lots shall be maintained as follows:
 - 4.1. Each Lot Owner shall perform his or her responsibility in such manner so as not to unreasonably disturb other persons in their Homes or on their Lot.
 - 4.2. Each Lot, and all Improvements located thereon, at all times, shall be kept by the Lot Owner in good repair condition, well maintained and in a clean, slightly and wholesome condition. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on the Lot within an enclosed structure or screened from public view.
 - 4.3. Noxious, destructive, offensive or unsanitary activity shall not be carried out in a Home or within the Property, including upon, above or under the Lot. No Lot Owner or occupant may use or allow the use of a Home or any portion of the Lot, in any way, which may endanger the health or person in other Homes, unreasonably annoy, disturbed or cause embarrassment or discomfort to other Owners or occupants. Except the

legitimate construction and maintenance purposes, no excessively loud noised shall be permitted within the Property. No unlawful use shall be made within the Property or any part hereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction of the Property shall be observed.

- 4.4. No activity such as, but not limited to, maintenance, repair, rebuilding dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted on the Property; except within any enclosed garage that allows for vehicle storage, or in the case of boat or RV a temporary repairs not to exceed 48 hours.

Article 5 Land Use

5. Land Use. Each Lot Owner shall be entitled to the exclusive use and benefit, except as otherwise expressly provided in this Declaration, which Lot Owner shall comply with the restrictions and all provisions of this Declaration, including but not limited to the following:
- 5.1. Use. The use of the Lot or Home shall be for single-family residential purpose as allowed by the local zoning codes. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the sale of a Home or Lot, (b) the Lot Owner, Declarant, contractor or homebuilder to construct Homes on any Lot to store construction materials and equipment on such Lots in the normal course of construction, and to use a Home as a sales office or model home for purposes of sale and (c) the right of the Lot Owner to maintain his/her professional personal business or professional records or accounts, handle his /her personal business or professional telephone calls or confer with business or professional associates, clients or customers in his/ her Home, provided there shall be no external evidence thereof and such use is conducted pursuant to the Lehi City home occupation/business ordinances. Attached mother-in-law apartments are allowed if they are in compliance with the Lehi City land use code.
- 5.2. Easement. All easements shown on the recorded plat of Sage Vista Subdivision are hereby reserved and no structure, planting or other material shall be placed or permitted to remain which reasonable interferes with said easements. However, the Architectural Review Committee may, in its sole discretion, approve a structure within the easements such as a fence, wall, landscaping, or driveway. It is expressly understood, however, that any such Improvement shall be constructed at the Lot Owner's or the easement holder's sole risk, as the case may be, any removal of said Improvement partially or wholly because of said easement is the Lot Owner's sole expense. The easements areas within said Lot is the responsibility of the Lot Owner.
- 5.3. Structures. No structure shall be erected or permitted to remain on any Lot except a Home for single-family residential purposes and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool and pool house or structure for the storage of a boat, camping trailer and/or RV unit for personal use, provided the location of such structure is in conformity with the provisions of this Declaration and meet all Lehi City ordinances, including but not limited to front, side and rear yard setback requirements. No structure of a temporary character, or trailer, mobile home, manufactured home, or other outbuilding shall be used on any Lot at any time as a residence. No old or secondhand structure shall be moved onto any Lot, it being the intention hereof that all dwellings and other buildings erected on said Lots shall be new construction of first

class quality, workmanship and material.

- 5.4. Animals. Animals, livestock or poultry of any kind shall not be raised, bred or kept or permitted within any Lot for commercial purposes. No horses, mules, donkeys, cows, pigs, sheep, goats, livestock or wild or dangerous animals, shall be allowed on the Lot prior or after the building of a Home on the Lot. Ordinary household pets that do not constitute a nuisances will be allowed on the Lot, but under no circumstances shall there be more than 2 dogs, 2 cats and 6 chickens (no roosters) permitted so long as they comply with all Lehi City ordinances and which are reasonably controlled so as not be a nuisance on the Lot or in the Home. Any inconvenience, damage or unpleasantness cause by such pets shall be the responsibility of their respective owners. Excessive noise or smells shall constitute a nuisance. An owner or resident may be required to remove a pet upon receipt of three written notices from separate Lot Owners for violations of any provision of this Declaration. Outside kennels for household pets shall be constructed sufficient to maintain said household pets and be compatible with the architecture of the Home.
- 5.5. Signs. No signs, billboards, nor advertising structures may be erected or displayed on any lot, except the Declarant's signs advertising the Property and single signs not more than 2 feet by 3 feet in size to advertise a specific Lot or Home for sale in accordance with the sign ordinances of Lehi City. Model home signs are allowed as long as the home maintains a sales office and is being staffed a minimum of one day per week.
- 5.6. Parking and Storage. No inoperative automobile shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial type vehicles including trucks shall be parked or stored on the font yard setback of any Lot, or within the side yard building setback on the street side or a corner lot, or on the residential street except while engaged in transportation. Any recreational vehicle and/or trailer shall be parked or stored behind the front yard setback in an enclosed areas screened from street view.
- 5.7. Group Homes. Group homes are not allowed within the Property. A group home shall be defined as a home where more than three unrelated individuals reside.

Article 6

Building Type and Restrictions

6. Building Type and Restrictions. The building type within and upon said Lot shall be a Home for single-family residential purposes, except as stated in Article 5.3. The following restrictions apply to all building of any Home, structure or landscaping on a Lot within the Property:
 - 6.1. Plans. No Home or other structure shall be undertaken, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height materials and locations of the same shall have been submitted to pursuant to this Declaration and approved by the Architectural Review Committee ("Committee").
 - 6.2. Diversity. To ensure diversity, identical building plan elevations shall be separated by at least two lots on the same street frontage and shall not be permitted directly across the street from one another.

- 6.3. Driveway and walks. All driveways and walks may be paved with concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick, or paving blocks. Gravel is not permitted.
- 6.4. Mobile Homes. No mobile home, prefabricated home, trailer, modular home, or other pre-built home, or other pre-built or pre-manufactured home shall be placed on any Lot.
- 6.5. Set Backs. All buildings setbacks shall comply with this Declaration, Lehi City code and zoning regulations. All homes constructed on a Lot shall face the road, which accesses the property.
- 6.6. Home Size. The home size for a one story home shall be a minimum square footage of 1,800 square feet of living area on the main floor and a basement containing not less than 1,800 square feet of living area. A two-story home must have a minimum overall square footage of 2,500 square feet of living area above grade; and the basement must have a minimum 1,200 square feet of living areas. The basement is not required to be finished, but everything above the basement must be finished in a timely manner. Square footage of either style is excluding garages, verandas, carports, patios, porches, and steps.
- 6.6.1. Garages. Each Home shall have an attached garage for not less than three vehicles.
- 6.7. Structures. Each Lot Owner assumes all risks associated with the construction of the Home; and indemnifies the Declarant or its assigns of any damage or claim arising from the placement,of the Home on said Lot.
- 6.8. Exterior Materials. Regardless of the style of Home, the front of the Home must be stone, cultured stone, rock, brick or fiberboard siding. The sides and back of the Home can have stucco but 20% (or one pop-out) of the wall area must have the same or similar elements used on the front of the Home. A wainscot may also be used in lieu of the 20% wall area requirement. There will be no stucco on the front of any home. There will be no vinyl or aluminum siding on any part of the home. Aluminum soffit and fascia is permitted. No log homes are permitted.
- 6.9. Windows. There shall be no windowless walls. The maximum unbroken distance between: (1) any corner of the home and window; and or (2) windows on any side of a home is twenty (20) feet.
- 6.10. Colors. The Architectural Review Committee must approve all exterior colors.
- 6.11. Roofs. Each Home's roof pitch shall be at least a 7/12 and no greater than a 12/12 pitch. A minimum of 3 gables or hips is required on front of the Home. Declarant has the sole discretion to permit Prairie style homes and a pitch less than 7/12; however, no Prairie style home can share a property line with another Prairie style home. There will be no flat roofs permitted. All roof covering material and color must conform to the approval of the Architectural Review Committee. No gravel or tin.
- 6.12. Front Entry and Exposed Foundation. The main entrance of a Home will be no higher than 6 feet above the top back of curb as measured from the bottom of the door.

Exposed concrete from the foundation of the Home will be limited to no more than 4 feet in height and shall have finished coat on the concrete.

- 6.13. Exterior Energy Devices. All energy production devices, including but not limited to generators of any kind, solar or wind, shall not be constructed or maintained on any Lot without the prior written approval of the Architectural Review Committee.
- 6.14. Lights. All lights, especially outdoor lighting, will be designed to direct the light to the confines of the Lot Owner's Lot and limit the field of light to the confines of the Lot.
- 6.15. Fences and walls. All Lots may have an enclosed fenced backyard, however, no fence or wall of any kind shall be constructed on a lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Committee. All fences and walls constructed on a lot shall be in compliance with the applicable ordinance of Lehi City.
 - 6.15.1. All fences and walls shall be constructed, installed and maintained in good appearance and condition at the expense of the Lot Owner of the Lot. Any damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
 - 6.15.2. No fence or wall shall interfere with the use and enjoyment of any easement reserved on the recorded plat of Sage Vista Subdivision.
 - 6.15.3. No fence, wall, hedge, high planting, obstruction or barrier will be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots and streets, and shall not be allowed if, in the opinion of the Architectural Review Committee, the same constitutes an undesirable, noxious or nuisance effect upon neighboring Lots.
 - 6.15.4. All fences or walls constructed or to be constructed on common Lot lines shall be constructed and maintained by the Lot Owners of the Lot lines; provided however, any Lot Owner who constructs a fence or wall on the common lot line without procuring the consent and agreement of the neighboring Lot Owner shall not be entitled to reimbursement of any portion of the costs of construction or maintenance. A Lot Owner may construct a fence on the Lot line of his own choosing and expense.
- 6.16. Construction Deadlines. Each Lot Owner or his assigns shall commence construction on each Lot purchased from Declarant within 2 years of the date such Lot is conveyed from Declarant to the original Owner. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within 18 months from Architectural Review Committee approval in Article 7.4 so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee. The building area and Lot shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility on the site during such period.

- 6.17. Repairs. Lot Owner shall replace and repair all damages he/she, its contractors or builders for to streets, curbs, sidewalks and utilities during the course of construction of the Home and landscaping.
- 6.18. Landscaping. All front and side yard landscaping shall be completed within 1 year after completion of the Home. All back yard landscaping must be completed within 2 years after the completion of the Home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee. All Lots shall incorporate the following elements as part of their landscaping and home design:
- 6.18.1. Each Lot Owner will install and maintain an outdoor sprinkler system for grass and bushes to be installed on the Lot.
- 6.18.2. Each Lot Owner will plant and maintain two Lehi City approved species of trees in the park strip within 6 months from receiving an occupancy permit. Trees must be 2" caliper and centered in the park strip.
- 6.18.3. Trees that are prohibited within the Property: Ailanthus Altissima (Tree of Heaven), Placanus Occidentalis (American Plane Tree), Populus Acuminata (Lace Leaf Poplar), Populus Abla (Silver Poplar), Populus Alba Bolleana (Bolleana Poplar), Populus Angustifolia (Narrow Leaf Poplar), Populus Nigra Italica (Lombardy Polar), Robina Psudoacacia (Black Locus), Ulmus Pumila (Siberian Elm), and Russian Olive. Fruit bearing trees are also prohibited in the front and side setback areas.
- 6.19. Construction Rubbish and Trash. Lots not owned by the Lot Owner cannot be used as dumping ground for construction rubbish or trash of any kind, including but not limited to dirt, concrete, weeds, or other material resulting from landscaping work.
- 6.20. Antennas and Satellite Disks. Exterior antennas of any kind shall not be permitted. Satellite disks attached to a roof no larger than 36 inches are permitted.
- 6.21. Grade and Slope. Each Lot Owner shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage patter and grades, slopes of the neighboring lots.

Article 7
Architecture Review

7. Architectural Review. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and as to location. No Improvements shall be commenced, erected, placed or altered on any Lot until construction plans and specifications shall have been submitted to and approved in writing by the Architectural Review Committee ("Committee").
- 7.1. Committee. The Committee shall consist of as many persons as the Declarant may from time to time appoint. At least one committee member shall be a professional in the field of architecture or construction. A majority of the committee members shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining committee members. The Declarant may

- remove any member of the Committee from office at its discretion at any time and may appoint new or additional members at any time. At the time Declarant no longer deems it necessary to belong to the Committee, he/she will appoint no less than 3 Lot Owners to be on the Committee. In the event a committee member for any reason does not wish to remain on the Committee, he/she must replace their membership with a new Lot Owner whom must be approved by the other committee members.
- 7.2. Committee Discretion. The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot. Neither the Committee or its members shall be liable to any Lot Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action nor failure to act of the Committee or a member of the Committee.
- 7.3. Deposit and Fee. The Lot Owner shall deposit with the Committee \$1,500 dollars, \$500 dollars of which shall constitute a non-refundable fee for the cost estimated for the Committee to review the designs and plans submitted by the Lot Owner, however, any base plans that have been approved by the Committee will be subject to a \$250 dollar review fee. The remainder of the deposit is for the purpose of insuring that the Lot Owner (1) complies with the provisions of the Declaration, and (2) keeps his/her Lot reasonably clean and prevents rubbish and debris from blowing or collecting on neighboring Lots and streets. If the Lot Owner fails in any of these responsibilities, the Committee as a fine upon such Lot Owner may retain \$1,000 dollar deposit. Additionally, if such failure is not remedied by the Lot Owner within 15 days after written notice thereof, the Committee may remedy such condition itself and in connection therewith, it may have reasonable access to the Lot and shall charge the Lot Owner for the cost of the remedy.
- 7.4. Approval Process of a Home and/or structure. To maintain a degree of protection to the investment which Lot Owners all designs shall be limited to those prepared by architects or other qualified residential designers of outstanding ability whose previous work may be reviewed as part of the approval process. The approval process shall follow the following steps:
- 7.4.1. **Step One.** The Lot Owner shall (1) pay the Deposit and Fee as stated in Article 7.3 and (2) submit a Submittal Package to the Committee that must include two sets of drawings of the Home and/or structures prepared by an architect or other qualified residential designer. Drawings must be to scale and include the following for Homes, outbuildings and/or structures:
- 7.4.1.1. Floor plan of each floor level;
 - 7.4.1.2. Elevations, cross section, cross and longitudinal all sides;
 - 7.4.1.3. Specification of all materials to be used on the exterior; and
 - 7.4.1.4. Material list and samples to be used on the exterior;
 - 7.4.1.5. Details of cornices, porches, window, doors, garages, steps, yard lights, fences, patios, steps, and
 - 7.4.1.6. Plot plan of the entire Lot with Home and/or structure locations, with elevation of the existing and finished grades and contours.
- 7.4.2. **Step Two.** The Committee will review Submittal Package within 14 days; and

written notice will be given of the Committee's approval or rejected to the Lot Owner.

- 7.4.3. **Step Three:** A Lot Owner who's Submittal Packages was rejected shall meet with the Committee at the Committee's invitation where the Lot Owner shall be informed of steps necessary toward obtaining approval of his/her Submittal Package. Lot Owner may take the steps necessary toward obtaining approval by re-submitting his revised Submittal Package.
- Upon re-submittal, the Committee will have 10 days to approve or reject the re-submittal by written notice. If the re-submittal is rejected, the Lot Owner can re-submit and pay an additional non-refundable \$500 to seek approval. Step Two and Three will be followed.
- 7.5. Completion. The Lot Owner will notify the Committee of the completion of any Improvement, Lot Owners authorize the Committee or its representatives to enter onto the Lot for exterior inspection. If the Improvements as built does not conform to the Improvements as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Lot Owner shall, at their own expenses and cost, promptly bring the Improvement into compliance with the approved submittal given in Article 7.4. After the Lot Owner brings the Improvements into compliance, Lot Owner must receive a written approval that the Improvements conform to the Committee's approval.
- 7.6. Non-Compliance. If the Lot Owner fails to bring the Improvement into compliance, the Committee can enforce its decisions under this Article by any proceeding at law or in equity against any person or person violating or attempting to violate any such decisions. The Committee may be entitled to recover in any action its costs, fees and reasonable attorney fees incurred, as well as any and all other sums awarded by the court under this Article by the Committee.
- 7.7. Architectural Committee Criteria. The Committee shall exercise its reasonable judgment to the end that all Improvements, including construction of improvements, alterations to improvements and landscaping. The approval of the Committee will not be unreasonably withheld, and actions taken shall not be arbitrary and capricious. Approval shall be based on the provisions of this Declaration and on the harmony with the other Homes aesthetics consistent with and complementary to the development of the Property. If the Committee does not act with the timelines given in Article 7.4, then 30 days after submittal under 7.4 approval will be deemed to have been granted.
- 7.8. Violations of Declaration. In the event any Lot Owner constructs or permits to be constructed on his Lot an improvement contract to the provision of this Declaration, or cause or permits any Improvement activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, the Committee shall notify the Lot Owner in writing to remedy or abate the same in order to bring his/her Lot, the Improvements thereon and his use thereof, into conformance with this Declaration. Failure by the Lot Owner to comply with the Committee's written request, then the Committee shall have the right to do any or all of the following: (a) impose a \$250 dollar a day fine against the Owner or any amount the Committee deems appropriate in relation to the violation; and (b) bring suit or action against the Lot Owner

on behalf of the Committee and other Lot Owners to enforce this Declaration.

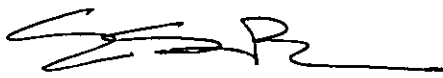
- 7.9. Effective Period of Consent. The Architectural Review Committee's written approval of any proposed work shall automatically be revoked after 2 years, unless work has commenced or Lot Owner has applied or and received an extension of time from the Committee.
- 7.10. Acknowledgment of Lot Owners. Lot Owners acknowledge, accept and agree to the following:
 - 7.10.1. Lot Owners will not commence construction or installation of any Improvements until they have received approval from the Committee.
 - 7.10.2. Committee's approval does not constitute approval of the Lehi City building or zoning department, drainage, design or structural soundness.
 - 7.10.3. Lot Owners shall comply with any request by the Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an Improvement. Failure to comply with such a request by a Lot Owner shall result in the withdrawal of the Committee review and/or approval.
 - 7.10.4. Lot Owners have constructive knowledge of this Declaration and recorded plat of Sage Vista Subdivision.
 - 7.10.5. The Committee will not approve a drawing of a Home and/or structures that is materially the same for a Home and/or structures to be built on an adjacent lot or a lot that shares a common property line.

Article 8
Home Depths

- 8. Basement floors for each of the Homes in the Sage Vista Subdivision shall not be below existing native grade and as approved by Lehi City.

Whereof, the undersigned has executed and delivered this Declaration effective as of the date first written above.

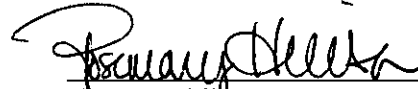
Sage Bend, LLC, a Utah limited liability company

By: 
Eric Budge, Manager

State of Utah)
 :SS
County of Utah)

The foregoing Declaration was acknowledged before me on this 18th day of April, 2017,
by Eric Budge, Manager of Sage Bend, LLC, a Utah limited liability company.

Witness my hand and official seal.



Notary Public

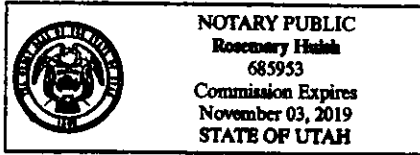


Exhibit "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7, AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE N.00°13'35"W. A DISTANCE OF 1463.55 FEET ALONG THE SECTION LINE. THENCE EAST A DISTANCE OF 5.64 FEET TO THE REAL POINT OF BEGINNING

THENCE N.00°00'00"E. A DISTANCE OF 4.73 FEET; THENCE S.49°15'00"E. A DISTANCE OF 78.00 FEET; THENCE S.00°35'32"W. A DISTANCE OF 95.27 FEET; THENCE N.58°54'43"W. A DISTANCE OF 204.63 FEET; THENCE S.00°00'00"E. A DISTANCE OF 487.27 FEET; THENCE N.90°00'00"E. A DISTANCE OF 175.01 FEET; THENCE S.89°13'36"E. ALONG THE SOUTHERLY BOUNDARY LINE OF THE LEFTWICH SUBDIVISION PLAT "A" A DISTANCE OF 318.78 FEET; THENCE S.01°10'00"W. A DISTANCE OF 180.76 FEET; THENCE N.90°00'00"E. A DISTANCE OF 18.16 FEET; THENCE S.01°18'49"W. A DISTANCE OF 98.12 FEET; THENCE S.02°19'46"W. A DISTANCE OF 121.13 FEET; THENCE S.83°14'35"E. A DISTANCE OF 2.59 FEET; THENCE S.01°54'40"W. A DISTANCE OF 4.25 FEET; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF THE WESTVIEW SUBDIVISION PLAT "A" THE FOLLOWING THREE COURSES AND DISTANCES: 1) N.89°26'14"W. A DISTANCE OF 336.99 FEET; 2) THENCE N.88°07'20"W. A DISTANCE OF 143.26 FEET; 3) THENCE S.89°49'13"W. A DISTANCE OF 200.09 FEET; THENCE N.01°02'24"E. A DISTANCE OF 16.05 FEET; THENCE N.89°36'09"W. A DISTANCE OF 329.53 FEET; THENCE N.89°34'21"W A DISTANCE OF 346.96 FEET; THENCE S.00°00'00"E. A DISTANCE OF 12.52 FEET; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF PELICAN COVE SUBDIVISION PLAT "A" THE FOLLOWING TWO COURSES AND DISTANCES: 1) N.89°25'40"W. A DISTANCE OF 616.22 FEET; 2) THENCE N.89°17'06"W. A DISTANCE OF 38.72 FEET; THENCE ALONG AN EXISTING FENCE LINE AS DESCRIBED IN WARRANTY DEED ENTRY NO. 42001:2014 THE FOLLOWING TWO COURSES AND DISTANCES: 1) N.01°19'20"E. A DISTANCE OF 681.23 FEET; 2) THENCE N.89°57'41"W. A DISTANCE OF 264.04 FEET; THENCE N.00°13'21"W. ALONG THE EASTERLY BOUNDARY LINE OF THE TIMP VISTA MEADOWS SUBDIVISION PLAT A DISTANCE OF 663.52 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY LINE AND EXTENSION THEREOF OF THE PELICAN POINT SUBDIVISION PLAT "A" THE FOLLOWING THREE COURSES AND DISTANCES: 1) N.89°01'31"E. A DISTANCE OF 293.03 FEET; 2) THENCE S.89°00'00"E. A DISTANCE OF 861.30 FEET; 3) THENCE S.58°25'00"E. A DISTANCE OF 158.94 FEET; THENCE S.52°35'00"E A DISTANCE OF 491.59 FEET; THENCE S.77°30'00"E. A DISTANCE OF 200.61 FEET TO THE REAL POINT OF BEGINNING

CONTAINING 2273279 SQ.FT. OR 52.19 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING = N00°13'35"W. ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 7 TO THE EAST QUARTER CORNER OF SAID SECTION.