

When recorded mail to:
Destination Homes
67 South Main Street
Layton, Utah 84041

BYLAWS OF HILL FARMS SUBDIVISION HOMEOWNER ASSOCIATION, INC.

The following are the Bylaws of Hill Farms Subdivision Homeowner Association, Inc., a Utah nonprofit corporation (the "Association"). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

RECITALS

- (A) Bylaws were not previously recorded with the Declaration.
- (B) The Project remains within the Class B Control Period.
- (C) In accordance with Utah Code § 57-8a-216 and 16-6a-206, the current Board of Directors has adopted these Bylaws and caused them to be recorded with the Davis County Recorder's Office.

ARTICLE I PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 67 South Main Street, Suite 300, Layton, Utah 84041, Utah, but meetings of Members and the Board may be held at such places within the State of Utah, as may be designated by the Board.

ARTICLE II DEFINITIONS

All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Hill Farms Subdivision, of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "**Declaration**"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length. The term "Member" shall mean and refer to those persons entitled to Membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

These Bylaws affect and concern real property located in Davis County, Utah and more particularly described on **Exhibit "A"** attached hereto, as may be expanded, as provided for in the Declaration.

ARTICLE III MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 3.3 below.

Section 3.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, the Declarant, or upon written request of the Owners holding at least twenty-five percent (25%) of the total membership, as defined in the Declaration.

Section 3.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

Section 3.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty percent (20%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 3.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 3.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 3.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

Section 3.7 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Declaration:

Since an Owner may be more than one person, if only one of such person is present at the meeting of the Association that person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such person is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE IV BOARD, SELECTION AND TERM OF OFFICE

Section 4.1 Number, Tenure and Qualifications. The Initial Board shall be selected or appointed by Declarant, which consists of three members, and their successors, that may hold office by the appointment of the Declarant, so long as Class B Control Period remains. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board").

At the first meeting of the Members following the Class B Control Period at which the election of Directors will take place, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election thereafter, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. Any change in the number of Directors may be made only by amendment of these Bylaws. Each Director shall hold office until his term expires and until his successor has been duly elected and qualified.

Section 4.2 Advisory Board Member. During the Class B Control Period and prior to turnover of the Association to Owner control, the Declarant and/or Board may identify an owner(s) to be an advisory member of the Board and participate in Board meetings and activities. This advisory member(s) shall not vote.

Section 4.3 Removal. During the Class B Control Period, a Director may only be removed with the consent of the Declarant. Following the Class B Control Period, any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 4.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 4.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Following the Class B Control Period, nomination for election to the Board may be made in advance or from the floor at the annual meeting.

Section 5.2 Election. Following the Class B Control Period, the election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF THE BOARD

Section 6.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices to Directors shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if previously designated in writing) may attend Board meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 6.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

ARTICLE VII POWERS AND DUTIES OF THE BOARD

Section 7.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority and responsibility to a manager or managers, subject to any limitations or provisions contained in the Declaration. The Board shall be responsible for a number of activities including, but not limited to the following:

- A) Management of the Association;
- B) Preparation of annual assessments and budget;
- C) Collecting the assessments;
- D) Maintaining a bank account(s) for the Association and designating required signatories;
- E) Maintaining the Common Areas, Limited Common Areas and Facilities, including any private roadways or facilities;
- F) Adopting and amending rules and regulations;
- G) Enforcing the Declaration, including the retention of legal counsel;
- H) Commencing legal action when necessary;
- I) Levying fines, sanctions and citations;
- J) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- K) Purchasing and maintaining insurance;
- L) Keeping books and records of the Association;
- M) Making emergency repairs;
- N) Managing parking;
- O) Managing reasonable pet restrictions; and
- P) Performing other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president and secretary/treasurer, who shall at all times be members of the Board, or such other officer as the Board may from time to time, by resolution, create.

Section 8.2 Election of Officers. Following the Class B Control Period, the election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 8.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period,

have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors may not vote and may be removed by the Board at any time, with or without cause.

Section 8.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Following the Class B Control Period, any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 8.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 8.3 of this Article or the death, resignation or removal of an officer.

Section 8.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. The Board may also utilize a manager or managers to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other policies governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer: The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners and keep appropriate accounting records.

Other Officers: Other officers shall have the duties and obligations as set forth by the Board.

ARTICLE IX CONDUCT AT ASSOCIATION MEETINGS

Section 9.1 Weapons. No person, whether an Owner, occupant, owner representative, or other third party is permitted to bring (whether concealed or open) any firearm, knife, aerosol, weapon, or similar item to any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 9.2 Recording. No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

ARTICLE X COMMITTEES

Section 10.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of the Architectural Review Board. The Board may terminate any committee at any time and assume any responsibilities of a terminated committee.

ARTICLE XI AMENDMENTS, ORDER OF PRECEDENCE

Section 11.1 Amendment. During the Class B Control Period, these Bylaws may be amended at any time by the Declarant. Thereafter, these Bylaws may be amended by the vote or written consent of Members holding at least sixty-seven percent (67%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Davis County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII INDEMNIFICATION

Section 12.1 Indemnification. The Declarant, Board Member, director, officer, or member of a committee shall not be personally liable for any obligations of the Association, or for any duties or obligations arising out of any acts or conduct of said Declarant, Board Member, director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights

accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 12.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XIII WAIVER OF PROCEDURAL IRREGULARITIES

Section 13.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 13.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

ARTICLE XIV CONTRACTS, LOANS AND DEPOSITS

Section 14.1. Contracts. The Board may authorize an officer(s) or agent(s) to enter into a contract or execute and deliver an instrument in the name of or on behalf of the

Association, and such authority may be general or confined to specific instances. Following the Class B Control Period, contracts for service providers to the Association such as: management, landscaping, legal and other services may not be for a term of greater than one year unless approved by at least 51% of the total membership.

Section 14.2 Loans. Any loan entered into by the Association must be in accordance with the Declaration.

Section 14.3 Checks, Drafts. All checks, drafts and other order for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer(s), employee(s), or agent(s) of the Association and in the manner of such from the time to time be determined by the resolution of the Board.

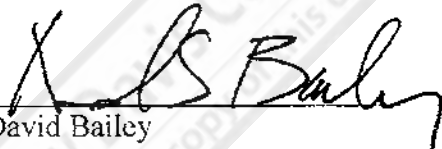
Section 14.4 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Following the Class B Control Period, other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

ARTICLE XV FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon this 8th day of July, 2016.

HILL FARMS SUBDIVISION HOMEOWNER ASSOCIATION, INC.
a Utah nonprofit corporation,
By:


David Bailey
Board Member

HILL FARMS SUBDIVISION HOMEOWNER ASSOCIATION, INC.
a Utah nonprofit corporation,
By:

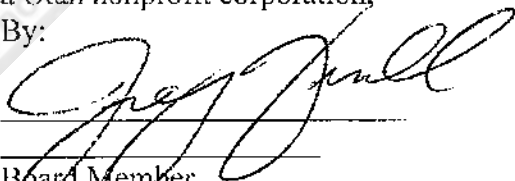

Board Member
Jeremy Farrell

EXHIBIT "A"
Legal Description

PHASE 1A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE OF ANGEL STREET, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD,) ALONG SECTION LINE 569.16 FEET, AND NORTH 489.53 FEET FROM THE CENTER OF SAID SECTION 32, (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 32); AND RUNNING THENCE SOUTH 50°24'18" WEST 190.85 FEET; THENCE NORTH 39°35'42" WEST 115.00 FEET; THENCE NORTH 50°24'18" EAST 10.00 FEET; THENCE NORTH 39°35'42" WEST 89.27 FEET; THENCE NORTH 50°24'18" EAST 180.85 FEET TO SAID WEST LINE OF ANGEL STREET; THENCE SOUTH 39°35'42" EAST ALONG SAID WEST LINE 204.27 FEET TO THE POINT OF BEGINNING.
CONTAINS 38,093 SQ.FT. - 0.87 ACRES - 2 LOTS

TAX I.D. NOS. 11-731-0101 THROUGH 0104

PHASE 1B

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE OF ANGEL STREET, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD,) ALONG SECTION LINE 569.16 FEET, AND NORTH 489.53 FEET FROM THE CENTER OF SAID SECTION 32, (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 32); AND RUNNING THENCE SOUTHEASTERLY ALONG SAID WEST LINE (2) COURSES AS FOLLOWS: (1) SOUTH 39°35'42" EAST 112.62 FEET, AND (2) SOUTH 33°09'55" EAST 35.05 FEET TO THE NORTHEAST CORNER OF LOT 6, OF CHARLY'S ACRES AMENDED #2 SUBDIVISION AS RECORDED WITH THE DAVIS COUNTY RECORDERS OFFICE AND RE-ESTABLISHED IN THE FIELD IN JUNE 2013; THENCE SOUTH 50°26'59" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 186.93 FEET; THENCE NORTH 39°35'42" WEST 147.30 FEET; THENCE NORTH 50°24'18" EAST 190.85 FEET TO SAID WEST LINE AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE WEST LINE OF ANGEL STREET, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD,) ALONG SECTION LINE 699.35 FEET, AND NORTH 647.08 FEET FROM THE CENTER OF SAID SECTION 32, (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 32); AND RUNNING THENCE SOUTH 50°24'18" WEST 180.85 FEET; THENCE NORTH 39°35'42" WEST 340.00 FEET; THENCE NORTH 50°24'18" EAST 180.85 FEET TO SAID WEST LINE; THENCE SOUTH 39°35'42" EAST ALONG SAID WEST LINE 340.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 89,549 SQ.FT. - 2.06 ACRES - 7 LOTS

TAX I.D. NOS. 11-732-0103 THROUGH 0105; 11-732-0126 THROUGH 0131

PHASE 1BB

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE NORTHERLY LINE OF CHARLY'S ACRES SUBDIVISION AMD #2, AS RECORDED AT THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD) ALONG SECTION LINE 818.96 FEET, AND NORTH 92.29 FEET FROM THE CENTER OF SAID SECTION 32, (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 32); AND RUNNING THENCE NORTH 39°35'42" WEST 262.10 FEET; THENCE NORTH 50°24'18" EAST 90.00 FEET; THENCE NORTH 39°35'42" WEST 88.54 FEET; THENCE SOUTH 50°24'18" WEST 155.00 FEET; THENCE NORTH 39°35'42" WEST 90.00 FEET; THENCE NORTH 02°43'30" WEST 25.00 FEET; THENCE NORTH 39°35'42" WEST 20.00 FEET; THENCE NORTH 50°24'18" EAST 20.00 FEET; THENCE NORTH 39°35'42" WEST 240.00 FEET; THENCE NORTH 50°24'18" EAST 120.00 FEET; THENCE NORTH 48°52'53" EAST 55.02 FEET; THENCE NORTH 50°24'18" EAST 120.00 FEET; THENCE SOUTH 39°35'42" EAST TO AND ALONG THE WEST LINE OF HILL FARMS PHASE 1B AND PHASE 1A, SUBDIVISION PLATS RECORDED AT THE OFFICE OF THE DAVIS COUNTY RECORDER, 460.00 FEET; THENCE SOUTH 50°24'18" WEST ALONG SAID PHASE 1A 10.00 FEET; THENCE SOUTH 39°35'42" EAST ALONG THE WESTERLY LINES OF SAID PHASES 1A AND 1B 262.30 FEET TO THE NORTHEASTERLY LINE OF SAID CHARLY'S ACRES SUBDIVISION; THENCE SOUTH 50°26'59" WEST ALONG SAID NORTHEASTERLY LINE 255.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 195,821 SQ.FT. - 4.50 ACRES - 18 LOTS

TAX I.D.NOS. 11-734-0106 THROUGH 0115; 11-734-0118 THROUGH 0125

PHASE 1C

A PARCEL OF LAND LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTH LINE OF 200 NORTH STREET, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD) ALONG SECTION LINE 908.65 FEET, AND NORTH 18.34 FEET FROM THE CENTER OF SAID SECTION 32, (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 32); AND RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTH LINE 383.50 FEET ALONG THE ARC OF A NON-TANGENT 994.93 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°05'06" (CHORD BEARS SOUTH 61°29'31" WEST 381.13 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 50°26'59" WEST ALONG SAID LINE 180.39 FEET; THENCE NORTH 39°00'33" WEST ALONG THE EASTERLY LINE OF HAVENWOOD ESTATES SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, 345.09 FEET; THENCE NORTH 39°34'41" WEST ALONG SAID EASTERLY LINE 99.37 FEET; THENCE NORTH 50°24'18" EAST 117.15 FEET; THENCE NORTH 54°39'34" EAST 55.15 FEET; THENCE NORTH 50°24'18" EAST 290.00 FEET; THENCE NORTH 39°35'42" WEST 181.77 FEET; THENCE NORTH 50°24'18" EAST 175.00 FEET TO THE WESTERLY LINE OF HILL FARMS PHASE 1BB, AS RECORDED AT THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID SUBDIVISION THE FOLLOWING NINE (9) CALLS: 1) SOUTH 39°35'42" EAST 215.02 FEET; 2) SOUTH 50°24'18" WEST 20.00 FEET; 3) SOUTH 39°35'42" EAST 20.00 FEET; 4) SOUTH 02°43'30" EAST 25.00 FEET; 5) SOUTH 39°35'42" EAST 90.00 FEET; 6) NORTH 50°24'18" EAST 155.00 FEET; 7) SOUTH 39°35'42" EAST 88.54 FEET; 8) SOUTH 50°24'18" WEST 90.00 FEET; 9) SOUTH 39°35'42" EAST 262.10 FEET TO THE NORTHEASTERLY LINE OF CHARLY'S ACRES SUBDIVISION, AS RECORDED AT THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE SOUTH 50°26'59" WEST ALONG SAID NORTHEASTERLY LINE 116.31 FEET TO SAID NORTH LINE AND THE POINT OF BEGINNING.

CONTAINS 343,401 SQ.FT. - 7.88 ACRES - 20 LOTS

TAX I.D. NOS: 11-738-0138 THROUGH 0161

PHASE 1D

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 32):

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ANGEL STREET, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD) ALONG SECTION LINE 916.05 FEET AND NORTH 909.32 FEET FROM THE CENTER OF SAID SECTION 32, AND RUNNING SOUTH 50°24'18" WEST 180.85 FEET; THENCE NORTH 39°35'42" WEST 30.73 FEET; THENCE SOUTH 50°24'18" WEST 120.00 FEET; THENCE SOUTH 48°52'53" WEST 55.02 FEET; THENCE SOUTH 50°24'18" WEST 120.00 FEET; THENCE SOUTH 39°35'42" EAST 25.00 FEET; THENCE SOUTH 50°24'18" WEST 175.00 FEET; THENCE NORTH 39°35'42" WEST 140.00 FEET; THENCE NORTH 50°24'18" EAST 20.00 FEET; THENCE NORTH 39°35'42" WEST 190.50 FEET; THENCE NORTH 50°02'03" EAST 630.87 FEET TO THE WESTERLY LINE OF ANGEL STREET, A 66.00 RIGHT OF WAY; THENCE SOUTH 39°35'42" EAST 338.85 FEET PARALLEL WITH AND 33.00 FEET OFFSET SOUTHWESTERLY FROM THE MEASURED CENTERLINE OF SAID STREET TO THE NORTHEASTERLY CORNER OF HILL FARMS PHASE 1B SUBDIVISION AND THE POINT OF BEGINNING;

CONTAINS 205,763 SQ.FT. - 4.72 ACRES - 10 LOTS

TAX I.D. NOS. 11-741-0116 AND 0117; 11-741-0130 THROUGH 0139

PHASE 1E

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHWEST CORNER OF HILL FARMS PHASE 1C, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED SOUTH 89°56'03" WEST (SOUTH 89°54' WEST BY RECORD) ALONG SECTION LINE 1663.18 FEET, AND NORTH 67.17 FEET FROM THE CENTER OF SAID SECTION 32 (THE BASIS OF BEARING BEING NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID

SECTION 32), SAID POINT ALSO BEING ON THE EASTERLY LINE OF HAVENWOOD ESTATES SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE; AND RUNNING THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 39°34'41" WEST 112.16 FEET, 2) NORTH 38°36'17" WEST 121.12 FEET, AND 3) NORTH 39°55'11" WEST 271.80 FEET; THENCE NORTH 50°02'03" EAST 481.58 FEET TO THE WESTERLY LINE OF HILL FARMS PHASE 1D, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID SUBDIVISION: 1) SOUTH 39°35'42" EAST 190.50 FEET, 2) SOUTH 50°24'18" WEST 20.00 FEET, 3) SOUTH 39°35'42" EAST 321.77 FEET, 4) SOUTH 50°24'18" WEST 290.00 FEET, 5) SOUTH 54°39'34" WEST 55.15 FEET, 6) SOUTH 50°24'18" WEST 117.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 238,709 SQ.FT. - 5.48 ACRES - 16 LOTS

TAX I.D. NOS: 11-753-0158 THROUGH 0173

PHASE 2A

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF ANGEL STREET, SAID POINT BEING LOCATED NORTH 00°07'05" EAST ALONG THE SECTION LINE 492.41 FEET AND WEST 487.45 FEET FROM THE CENTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND RUNNING THENCE NORTH 39°35'42" WEST ALONG THE NORTHEAST LINE OF SAID STREET 501.64 FEET; THENCE NORTH 50°24'18" EAST 92.13 FEET; THENCE SOUTH 37°17'37" EAST 36.67 FEET; THENCE SOUTH 33°24'36" EAST 171.00; THENCE NORTH 50°24'18" EAST 121.51 FEET; THENCE 170.93 FEET ALONG THE ARC OF A 1652.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°55'36" (CHORD BEARS NORTH 33°51'43" WEST 170.85 FEET); THENCE NORTH 50°24'18" EAST 120.13 FEET; THENCE NORTH 69°38'00" EAST 57.33 FEET; THENCE NORTH 50°24'18" EAST 122.67 FEET; THENCE SOUTH 39°35'42" EAST 467.31 FEET; THENCE SOUTH 52°05'46" WEST 195.43 FEET; THENCE SOUTH 45°41'58" WEST 55.85 FEET; THENCE SOUTH 50°24'18" WEST 186.60 FEET; THENCE NORTH 39°35'42" WEST 20.00 FEET; THENCE SOUTH 50°24'18" WEST 70.13 FEET TO THE EAST LINE OF ANGEL STREET AND THE POINT OF BEGINNING.

CONTAINS 224,121 SQ.FT. - 5.15 ACRES - 14 LOTS

TAX I.D. NOS: 11-761-0201 THROUGH 0216

PHASE 2B

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF ANGEL STREET, SAID POINT BEING LOCATED NORTH 00°07'05" EAST ALONG THE SECTION LINE 878.96 FEET AND WEST 807.97 FEET FROM THE CENTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND RUNNING THENCE NORTH 39°35'42" WEST ALONG THE NORTHEAST LINE OF SAID STREET 251.61 FEET; THENCE 23.02 FEET ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 87°55'54" (CHORD BEARS SOUTH 83°33'39" EAST 20.83 FEET); THENCE 92.93 FEET ALONG THE ARC OF A 427.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°27'19" (CHORD BEARS NORTH 58°42'04" EAST 92.75 FEET); THENCE NORTH 64°55'43" EAST 115.92 FEET; THENCE 146.34 FEET ALONG THE ARC OF A 772.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°51'15" (CHORD BEARS NORTH 59°30'06" EAST 146.12 FEET); THENCE NORTH 39°35'42" WEST 118.42 FEET; THENCE NORTH 50°24'18" EAST 150.00 FEET; THENCE NORTH 39°35'42" WEST 40.00 FEET; THENCE NORTH 50°24'18" EAST 170.91 FEET; THENCE SOUTH 38°10'36" EAST 36.79 FEET; THENCE SOUTH 39°35'42" EAST 7.83 FEET; THENCE NORTH 50°24'18" EAST 85.00 FEET; THENCE SOUTH 39°35'42" EAST 160.00 FEET; THENCE SOUTH 23°16'56" EAST 100.41 FEET; THENCE SOUTH 59°35'42" EAST 245.00 FEET; THENCE NORTH 30°24'18" EAST 77.76 FEET; THENCE NORTH 50°24'18" EAST 115.68 FEET TO THE WESTERLY LINE OF WILKIE ESTATES NO. 3, A SUBDIVISION RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 40°16'30" EAST ALONG SAID WESTERLY LINE 262.99 FEET; THENCE SOUTH 37°48'09" WEST 288.04 FEET; THENCE SOUTH 49°56'19" WEST 106.36 FEET; THENCE SOUTH 50°24'18" WEST 120.00 FEET; THENCE NORTH 39°35'42" WEST 446.29 FEET; THENCE SOUTH 50°24'18" WEST 122.67 FEET; THENCE SOUTH 69°38'00" WEST 57.33 FEET; THENCE SOUTH 50°24'18" WEST 120.13 FEET; THENCE 170.93 FEET ALONG THE ARC OF A 1652.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°55'36" (CHORD BEARS SOUTH 33°51'43" EAST 170.85 FEET) THENCE SOUTH 50°24'18" WEST 121.51 FEET; THENCE NORTH 33°24'36" WEST 171.00 FEET; THENCE NORTH 37°17'37" WEST 36.67 FEET; THENCE SOUTH 50°24'18" WEST 92.13 FEET TO THE POINT OF BEGINNING. CONTAINS 437,818 SQ.FT. - 10.05 ACRES - 25 LOTS

TAX I.D. NOS: 11-776-0215 THROUGH 0245

PHASE 2C

BEGINNING AT A POINT LOCATED SOUTH 00°07'05" WEST ALONG THE SECTION LINE 898.19 FEET AND WEST 215.64 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND RUNNING THENCE SOUTH 50°24'18" WEST TO AND ALONG HILL FARMS PHASE 2B (NOT YET RECORDED) 323.88 FEET; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TEN (10) CALLS: 1) NORTH 39°35'42" WEST 7.83 FEET; 2) NORTH 38°10'36" WEST 36.79 FEET; 3) SOUTH 50°24'18" WEST 170.91 FEET; 4) SOUTH 39°35'42" EAST 40.00 FEET; 5) SOUTH 50°24'18" WEST 150.00 FEET; 6) SOUTH 39°35'42" E 118.42 FEET TO A POINT OF CURVATURE; 7) SOUTHWESTERLY 146.34 FEET ALONG THE ARC OF A 772.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°51'15" (CHORD BEARS SOUTH 59°30'06" WEST 146.12 FEET); 8) SOUTH 64°55'43" WEST 115.92 FEET TO A POINT OF CURVATURE; 9) SOUTHWESTERLY 92.93 FEET ALONG THE ARC OF A 427.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°27'19" (CHORD BEARS SOUTH 58°42'04" WEST 92.75 FEET) TO A POINT OF REVERSE CURVATURE; 10) NORTHWESTERLY 23.02 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°55'54" (CHORD BEARS NORTH 83°33'39" WEST 20.83 FEET) TO THE EASTERLY LINE OF ANGLE STREET; THENCE NORTH 39°35'42" WEST ALONG SAID EASTERLY LINE 174.25 FEET TO THE SOUTH LINE OF PHILLIPS STREET; THENCE NORTH 51°49'47" EAST ALONG SAID SOUTH LINE 1005.55 FEET; THENCE SOUTH 40°16'30" EAST 116.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 150,125 SQ. FT. / 3.45 AC. - 8 LOTS

ALSO, BEGINNING AT A POINT ON THE NORTH LINE OF PHILLIPS STREET, SAID POINT BEING THE SOUTHEASTERLY CORNER OF HILL ACRES SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED SOUTH 00°07'05" WEST ALONG THE SECTION LINE 765.48 FEET AND WEST 323.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND RUNNING THENCE SOUTH 51°49'47" WEST ALONG SAID NORTH LINE 1008.49 FEET TO THE EAST LINE OF ANGEL STREET; THENCE NORTH 39°35'42" WEST ALONG THE NORTHEASTERLY LINE OF ANGEL STREET 329.13 FEET; THENCE NORTH 51°49'00" EAST 197.49 FEET; THENCE SOUTH 38°11'00" EAST 39.19 FEET; THENCE NORTH 51°49'00"

EAST 30.14 FEET; THENCE SOUTH 43°33'12" EAST 130.44 FEET; THENCE NORTH 51°49'00" EAST 130.49 FEET; THENCE NORTH 62°46'17" EAST 35.13 FEET; THENCE NORTH 51°49'00" EAST 115.50 FEET; THENCE SOUTH 38°11'00" EAST 68.39 FEET; THENCE NORTH 51°49'00" EAST 119.99 FEET; THENCE NORTH 51°53'02" EAST 55.01 FEET; THENCE NORTH 51°49'00" EAST 138.51 FEET; THENCE NORTH 40°00'44" WEST 62.96 FEET; THENCE NORTH 51°49'47" EAST 180.05 FEET TO THE EAST LINE OF SAID HILL ACRES SUBDIVISION; AND THENCE SOUTH 40°00'44" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 148.04 FEET TO THE POINT OF BEGINNING.

CONTAINS: 172,555 SQ. FT. / 3.96 AC. - 11 LOTS

TOTAL: 322,680 SQ. FT. / 7.41 AC. - 19 LOTS

TAX I.D. NOS: 11-091-0069; 11-091-0090; 11-091-0086; 11-091-0085; 11-091-0065; 11-091-0020; 11-091-0068.

PART OF 11-403-0002 AND 11-403-0003.

PHASE 3

BEGINNING AT A POINT ON THE WEST LINE OF OLD FARM AT KAYS CREEK PHASE 2 AS RECORDED WITH THE DAVIS COUNTY RECORDER AND RE-ESTABLISHED ON THE GROUND, SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT RECORDED AT ENTRY NO. 1322892, BOOK 2130, PAGE 413; SAID POINT BEING LOCATED NORTH 89°59'57" WEST ALONG SECTION LINE 738.11 FEET AND SOUTH 273.66 FEET FROM THE NORTH QUARTER CORNER SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 00°05'30" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION); AND RUNNING THENCE SOUTH 40°00'44" EAST ALONG SAID WEST LINE AND BOUNDARY LINE AGREEMENT 494.13 FEET; THENCE SOUTH 51°49'47" WEST 180.05 FEET; THENCE SOUTH 40°00'44" EAST 62.96 FEET; THENCE SOUTH 51°49'00" WEST 138.51 FEET; THENCE SOUTH 51°53'02" WEST 55.01 FEET; THENCE SOUTH 51°49'00" WEST 119.99 FEET; THENCE NORTH 38°11'00" WEST 68.39 FEET; THENCE SOUTH 51°49'00" WEST 115.50 FEET; THENCE SOUTH 62°46'17" WEST 35.13 FEET; THENCE SOUTH 51°49'00" WEST 130.49 FEET; THENCE NORTH 43°33'12" WEST 130.44 FEET; THENCE SOUTH 51°49'47" WEST 30.14 FEET; THENCE NORTH 38°11'00" WEST 39.19 FEET; THENCE SOUTH 51°49'00" WEST 197.49 FEET TO THE EAST LINE OF ANGEL STREET (A 66.00 FOOT RIGHT-OF-WAY ESTABLISHED FROM CENTERLINE MONUMENTS); THENCE NORTH 39°35'42" WEST ALONG SAID EAST LINE 312.66 FEET TO THE SOUTH LINE OF SHADYBROOK SUBDIVISION AS RECORDED WITH THE DAVIS COUNTY RECORDER AND ESTABLISHED ON THE GROUND FROM MONUMENTS; THENCE

NORTH 51°49'00" EAST ALONG SAID SOUTH LINE 1003.80 FEET TO THE POINT OF BEGINNING.
CONTAINS: 473,103 SQ.FT./10.86 ACRES - 29 LOTS

TAX I.D. NO: 11-403-0004

Undeveloped Land - HILL FARMS PHASE 4 (SCHICK PROPERTY)

BEGINNING AT THE NORTHEAST CORNER OF SCHICK CLUSTER FARM PHASE 1 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AND ROTATED TO THE BASIS OF BEARING, SAID POINT BEING LOCATED NORTH 00°05'30" EAST ALONG SECTION LINE 1943.13 FEET AND EAST 872.52 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT LOCATED AT BOOK 3316 PAGE 689, AND RUNNING THENCE NORTH 50°26'59" EAST ALONG THE SOUTH LINE OF THE PROPOSED 200 NORTH STREET RIGHT OF WAY (AS POSITIONED BY PLACING THE NORTHEAST CORNER OF THE CHARLY'S ACRES #2 SUBDIVISION AMENDED AT THE FIELD LOCATED CENTERLINE MONUMENT LOCATED FOR SCHICK LANE AND PROJECTING SAID SOUTH LINE WESTERLY) 568.51 FEET TO THE WEST LINE OF SAID CHARLY'S ACRES #2 SUBDIVISION AMENDED; THENCE SOUTH 39°28'06" EAST 807.76 FEET ALONG SAID WEST LINE AND THE WEST LINE OF CHARLY'S ACRES #1 AMENDED AS RE-ESTABLISHED IN THE FIELD RELATIVE TO PHASE 2, TO A POINT ON A LINE RECORDED AS A SPECIAL WARRANTY DEED WITH ENTRY NUMBER 2438516 AT BOOK 4747 AND PAGE 1475-1476; THENCE SOUTHWESTERLY ALONG SAID DEED THE FOLLOWING THREE CALLS: SOUTH 51°29'06" WEST 177.68 FEET; SOUTH 47°31'51" WEST 198.59 FEET; SOUTH 51°30'42" WEST 190.18 FEET TO THE SOUTHEAST CORNER OF SAID SCHICK CLUSTER FARM PHASE 1 AND A POINT ON SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 39°38'15" WEST ALONG THE EAST LINE OF SAID SUBDIVISION AND BOUNDARY LINE AGREEMENT 811.13 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINS: 459,317 SQ. FT./10.54 ACRES

TAX I.D.NO. 11-093-0050