destroyed or substantially damaged unless at least three-fourths (3/4) of such First Mortgagees and Unit Owners of the Condominium Project have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to any condominium property other than the repair, replacement or reconstruction of such condominium property. If, the First Mortgagees and Unit Owners of the Condominium Project do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the manager or management committee shall record, with the county recorder, a notice setting forth such facts, and upon the recording of such notice:

- the property shall be deemed to be owned in common by the unit owners;
- the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements:
- any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property; and
- the property shall be subject to an action for partition at the suit of any unit d. owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first pay in out of the respective shares of the unit owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each unit owner.
  - Premiums. Any insurance premium shall be a part of the Common Expenses. 5.4
- Individual Unit Owner's Insurance. Insurance obtained by the Association shall 5.5 not prejudice the rights of the individual Unit Owners to obtain insurance, and said Unit Owners shall insure their personal property and installed fixtures.

### ARTICLE 6 Damage & Condemnation

Damage to or destruction of all of any portion of the Common Areas and condemnation of all of any portion of the Common Areas shall be handled in the following manner:

- Subject to section 5.3, in the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Committee shall upon receipt of the insurance proceeds, contract to rebuild, restore, or repair such damaged or destroyed portions of the development to its former condition;
- Each Unit Owner hereby appoints the Management Committee as an attorney-in fact to represent the Unit Owner in purchasing and maintaining negotiations, settlements, agreements, and related proceedings resulting from damage or destruction to the project, or from condemnation or liquidation of all or a part of the project, or from termination of the project.

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Proceeds from a settlement will be paid to the Association for the benefit of the Unit owners and their mortgage holders. Any losses, awards, or proceeds from the condemnation, destruction, or liquidation of all or a part of the project, or from the termination of the project, shall be allocated among unit owners based on the relative value of each unit and in accordance with the par value of each unit;

- C. If the cost of effecting total restoration of such Common Areas exceeds the amount of insurance proceeds and reserve funds, the Association shall, if and to the extent a Special Assessment is approved as provided for in section 4.7, cause the same to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each Unit and its respective Owner;
- D. To the extent of funds available for restoration, any restoration or repair of such Common Areas shall be performed substantially in accordance with the original plans and specifications subject to such changes within the scope of such original plans and specifications as may be approved by the Committee;
- E. Each Member shall be liable to the Association for any damage to the Common Areas or Improvements thereon sustained by reason of the negligence or willful misconduct of said Member or the Persons deriving their right and easement of use and enjoyment of the Common Areas from said Member, or of his respective patrons and guests, both minor and adult. In the event of such damage to the Common Areas or Improvements thereon, the Committee may either assess a penalty under the Rules and Regulations established by the Committee in an amount sufficient to pay all costs of the Association attributable to such damage, including deductibles and increase in insurance premiums, if any, or the Committee may repair the damage to the Common Areas or Improvements thereon with the proceeds from the Association's insurance and assign to the Association's insurance company its claims against the Member who, by his own acts or the acts (both minor and adult) of his patrons, guests, invitees, or assignees, damaged the Common Areas or Improvements thereon. In the case of joint ownership of a Unit, the liability of the Owners thereof shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary.
- F. If at any time the Common Areas, or any part thereof, shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Unit Owners in these proceedings, negotiations, settlements or agreements. All compensation and damages shall be payable to the Unit Owners in proportion to the percentage of their Unit condemned and their fractional ownership in that part of the Common Areas condemned.

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#### ARTICLE 7 Use Restrictions

- 7.1 Use of the Common Area. The Common Area and Facilities shall be used only in a manner consistent with the community nature. Utility installation necessary and appurtenant to individual Units may be located in the Common Areas with the written consent of the Association. Any Unit Owner who causes damage to any common or limited common area shall be personally responsible for said damage and repair or restoration of the same. Unit 1 shall specifically be responsible for any dining improvements made to the Limited Common Area adjacent to his Unit. Unit 1 shall keep said Limited Common Area in a clean manner and appearance and shall maintain adequate liability insurance for all of its activities in said Limited Common Area.
- Use of Units. All Units are restricted to use for professional and business offices. No Unit shall be used, occupied, or altered in violation of law so as to create a nuisance or interfere with the rights of any Unit Owner, or in any way that would result in an increase in the cost of insurance covering the Common Areas. No Unit owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Unit owners being first obtained
- Maintenance. It shall be the responsibility of the Association to maintain, replace or repair:
  - all exterior landscaping;
- all fixtures, floor coverings, railing, building supports, equipment and decor in all Common Areas:
- all portions of the Units which constitute a part of the exterior of the Building or which contribute to the support of the Building, including main bearing walls, but excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors within the unit; and
- any damage created by work done directly by the Association, its agents or employees.

It shall be the responsibility of the Unit Owner to:

- maintain, repair or replace any portion of his Unit and Limited Common Area appurtenant to his Unit, which may cause injury or damage to other Units or to the Common Areas and Facilities;
- paint, wallpaper, decorate and maintain the interior surface of all walls, ceilings and floors within the Unit as well as the plumbing, heating, and air conditioning for his Unit;
- perform his responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners in the Building; and
- refrain from repairing, altering, replacing, painting, decorating, or changing the exterior of the Unit or any exterior appendages whether exclusively used by the Unit Owner or otherwise without obtaining the written consent of the Association.

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- 7.4 **Heating and Air Conditioning Units.** It shall be the obligation of the Unit Owner at its sole cost to provide regular filter replacement of the heating and air conditioning equipment. The Unit Owners shall also be responsible to repair, maintain, and replace the heating and air conditioning equipment appurtenant to their individual Unit.
- 7.5 Association's Right to Maintain Units. In the event that any Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and, in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to corrector eliminate any such condition or state of disrepair. All such costs incurred by the Association shall be collected by the Association as an Individual Assessment upon such Unit.
- Alteration or Improvement. No structural alteration shall be made to any Unit. No alteration or improvement to any Unit which would alter the Common Areas may be made by any Unit Owner without the written consent of all Unit Owners. No application shall be filed with a governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit which alters or affects the Common Areas unless approved and executed by all Unit Owners. Such approval and execution shall not, however, incur a liability on the part of the Association, or any of its Committee Members, officers, or members, to any person or entity, including but not limited to contractors, subcontractors, materialmen, architects, or engineers by reason of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing. The Association shall have the obligation to answer within thirty(30) days and failure to do so within that stipulated time shall mean that there is no objection to the proposed modification or alteration. The Association may require that the Unit Owner making such improvement, alteration or addition obtain such insurance coverages and in such amounts as the Association deems proper.
- 7.7 Prohibited Uses. No part of the Property shall be used for any residential purpose. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities that is in violation of any law, ordinance, or regulation of any governmental authority. No hazardous waste or substance shall be discharged or kept on the Property in such quantities and/or in containers as may be prohibited by Federal, State, or local law. The Unit Owner in violation of this provision shall hold harmless and indemnify Declarant and the Association from and against all charges, fines, penalties, claims, causes of action, and costs, including but not limited to attorney fees and costs.
- 7.8 Signs. Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, which may be placed in the window of a Unit, and directional signs, no signs of any type, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted without the approval of the Management Committee. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of Declarant or their agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter rand in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

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7.9 **Quiet Enjoyment**. No noxious or offensive activities shall be carried on in any part of the Project nor any activity which shall interfere with the quiet enjoyment of each Unit Owner or his tenants, or clients, guests or invitees or which may be or may become an annoyance or nuisance.

- 7.10 **Garbage Removal**. All trash and garbage shall be removed regularly from each Unit and placed in the bin provided by the Association. Disposal of any hazardous or contaminated waste or substances and all pollutants must be removed according to applicable governmental regulations at the expense of the Unit Owner. The Declarant or Association may, at its discretion, levy a surcharge to any Unit Owner if the Unit Owner or the occupant or tenant is creating an excessive amount of garbage as to require additional dumping charges.
- 7.11 Parking. The Management Committee shall have the authority to determine policies for parking and use of the parking a reason the Common Area.
- 7.12 Animals. No animal of any kind, except animals that are legally recognized as service animals, shall be permitted on the Property.
- 7.13 Compliance of Tenants. Each Unit Owner or his manager shall be responsible to ensure that his tenants, guests and invitees comply with every provision of this Declaration.

# ARTICLE 8 Easements

- Utilities. There is hereby created a blanket easement upon, across, and under the Building and all of the Common Areas for the maintenance, repair and replacement of all utilities accessing the Condominium Project. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Building and all of the Common Areas to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said Public utilities may affix and maintain electrical and/or telephone wire, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be Installed or relocated on the properties in such a way as to unreasonably encroach upon or limit the use of the Common Areas or any structure thereon. In the initial exercise of easement rights under this section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.
- 8.2 Police, Fire, and Ambulance Services. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the common areas and facilities and units in the performance of their duties.
- 8.3 **Maintenance by the Association**. An easement is hereby granted to the Association and any of its agents, employees, or assigns and to any maintenance company selected by the Association to maintain, repair or replace any items or equipment, on the Common Areas or within the individual Units. In the case of an emergency, the Association shall have the right to enter into any Unit in the

Pioneer Center CC&Rs Page 19 of 27 Condominium Project to perform duties or repairs, and repair, in the event the same arena neglected by the unit owner or for the purpose of repair to the Common Areas and facilities.

- 8.4 Easement for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does hereby exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building, by error in the Plat, by settling, rising or shifting of the earth, or by change in position caused by repair or reconstruction of the Projector any part thereof.
- 8.5 Easement for Access to Units. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.
- Easement for Access for Construction, Maintenance, Repair and Emergencies. Some of the Common Areas are or may be located within the Units or may be conveniently accessed only through the Units. The Declarant and the Unit Owners shall have the irrevocable right, to be exercised by Declarant or the Association (or the agents of Declaration or the Association) as the Unit Owner's agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the construction of other Units, including without limitation plumbing, electrical and drainage, where maintenance, repair or replacement of any of the Common Areas and Facilities located therein or accessible therefrom or from making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of Declarant or the Association or of Owners shall be an expense of the person or entity causing the damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Individual Assessment.
- 8.9 Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

### ARTICLE 9 Rights of First Mortgagees

Notwithstanding any other provision of this Declaration, the following provisions shall govern the rights of the First Mortgagees.

9.1 Consent of Majority of First Mortgagees Required. Any amendment of the Declaration affecting the following shall not be effective without consent of at least over fifty percent (50%) of the First Mortgagees: voting rights; assessments, assessment liens, or subordination of assessment liens, reserves for maintenance, repair and replacement of Common Areas; responsibility for maintenance and repairs; relocation of interests in the Common Area, or rights to its use; boundaries of any Unit; conversions of Units into Common Areas or vice versa; or the addition, annexation or

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withdrawal of property to or from the Property; insurance or fidelity bonds; leasing of Units; imposition of any restriction on an Owner's right to sell or Transfer his Unit; or any provision that expressly benefits mortgage holders, insurers or guarantors. Notwithstanding the foregoing, this section shall not in any case be applied to restrict the right of Declarant to unilaterally amend pursuant to section 12.5 below.

- 9.2 Consent of Seventy-Five Percent (75%) of First Mortgagees Required. Unless the Association shall receive the prior written approval of at least seventy-five percent (75%) of all First Mortgagees of the Units, the Association shall not be entitled to:
  - a. by act or omission, seek to abandon or terminate the Condominium Project;
- b. change the pro rata interest or obligation of any Unit in order to levy assessments or charges, allocate distribution or hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Unit in the Common Areas; and
- c. by act or omission, seek or abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as herein elsewhere reserved. Notwithstanding the foregoing, this section shall not in any case be applied to restrict the right of Declarant to unilaterally amend this Declaration pursuant to section12.5 below.
- 9.3 Notice of Matters Affecting Security. The Association shall give written notice to any First Mortgagee of any Unit which makes written request for such notice, including its name and address and the number of the Unit on which it has a mortgage under the circumstances enumerated in Article VI, or whenever any of the following matters come up for consideration or effectuation by the Association:
- a. abandonment or termination of the Condominium Project established by this Declaration;
  - b. material amendment of this Declaration or Bylaws of the Association; or
- c. any delinquency in the performance of an obligation by a Unit Owner which is not cured within sixty(60)days.

#### ARTICLE 10 Assignment of Powers

Any and all rights and powers of the Declarant herein contained may be delegated, transferred, or assigned. In the event of any such transfer of Declarant rights, the Declarant shall have assigned all of its rights herein and shall be relieved from and after the date of such transfer of all liability and obligations hereunder, and the Successor Declarant(s) shall have all the rights and obligations of Declarant contained herein.

#### ARTICLE 11 Limitation of Liability

Neither Declarant nor the Association shall be liable for any failure of water service or other utility service to be obtained and paid for by the Association, or for any injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of the Building, or their drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the negligence or willful misconduct of the Association. No diminution or abatement of this assessment under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of

Pioneer Center CC&Rs Page 21 of 27 any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration, or with the law, ordinances, regulations, rules or orders of any governmental authority.

#### ARTICLE 12 General Provisions

12.1 <u>Violation Constitutes Nuisance</u>. Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant, the Association, or a Unit Owner or Owners. Remedies hereunder shall be deemed cumulative and not exclusive.

#### 12.2 Enforcement.

- a. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Declarant, the Association and of the Unit Owner or Owners from time to time of any Unit of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Unit and portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant, the Association, or a Unit Owner or Owners; provided, shall have been given in good faith and for value, except that any subsequent Owner of said Unit shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.
- b. The Management Committee shall have the authority to promulgate rules and regulations for the governance of the Property, and persons with the Property. These rules of the Association shall be compiled and copies shall be made available by the Committee Members for inspection and copying at a reasonable cost.
- c. Failure of the Association, Management Committee or of any Unit Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association, Management Committee or any Unit Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association, Management Committee, or enforcing owner a reasonable attorney's fee. The Management Committee may, after notice and hearing, levy a fine or penalty not to exceed ten percent (10%) of the amount of the maximum annual assessment against any owner and/or occupant, and/or Unit Owner's agent who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days' written notice. Any amounts levied or assessed hereunder shall be and constitute a continuing lien on such Owner's Unit and shall be enforceable as if such amounts were regular assessments made hereunder.
- 12.3 **Non-Liability of Committee**. The Management Committee, officers or members of the Association shall not be liable to any guest, invitee, lessee, tenant, Unit Owner, member or other individual for mistakes in judgment, or for any negligence or nonfeasance arising in connection with the performance or nonperformance of duties under this Declaration or the Bylaws.

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- Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof shall be either affected or impaired; and the Association and Unit Owners, their successors, heirs, and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.
- 12.5 Amendments. Subject to the limitations in Article 9 above, the covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by Unit Owners holding not less than seventy-five percent (75%) of the ownership of the Common Areas. Any amendment must be properly recorded in the records of Iron County, Utah to become effective. Notwithstanding the foregoing, the Declarant reserves the right to unilaterally amend the Declaration until such time as control of the Association shall pass to the owners of the units.
- 12.6 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.
- 12.7 **Topical Headings**. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.
- 12.8 **Notices**. Any notice required to be sent under the provisions of this Declaration shall be conclusively deemed to have been given when deposited in the U.S. Mail, postage paid, to the last known address of the person who is entitled to receive it.
- 12.9 **Waivers**. No provision contained herein shall be deemed to have been waived by reason of any failure of the Association to enforce it irrespective of the number of violations that may occur.

[signature and acknowledgement on following page]

B: 1420 P: 710 Fee \$66.00 Debbie B. Johnson, Iron County Recorder Page 23 of 27 08/14/2018 09:35:13 AM By SECURITY ESCROL & TITLE INSU IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this  $15^{1}$  day of August, 2018.

Seven Star Properties, LLC

By: Robert Wankier Its: Managing Member

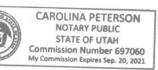
STATE OF UTAH

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County of Iron

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Notary Public



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#### **EXHIBIT A**

# LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT A POINT LOCATED N01°09'20"W 304.19 FEET ALONG THE SEC. LINE AND N90°00'00"E 1571.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN, SAID POINT BEING ON WEST RIGHT-OF-WAY (R.O.W.) OF SAGE DRIVE; RUNNING THENCE N67°18'31"W 28.51 FEET TO THE POINT-OF-CURVATURE (P.C.) OF A CURVE TO THE RIGHT WITH A RADIUS OF 275.88 FEET AND A CENTRAL ANGLE OF 16°30'02"; THENCE NORTHWESTERLY ALONG SAID CURVE 79.45 FEET; THENCE N50°48'31"W 22.50 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 268.01 FEET AND A CENTRAL ANGLE OF 16°58'42"; THENCE NORTHWESTERLY ALONG SAID CURVE 79.42 FEET; THENCE N67°47'09"W 45.00 FEET; THENCE N45°31'56"W 99.79 FEET; THENCE N38°55'45"E 314.53 FEET; THENCE S51°04'15"E 79.50 FEET; THENCE N38°55'45"E 32.17 FEET; THENCE S51°04'15"E 178.30 FEET TO A POINT LOCATED ON SAID R.O.W. OF SAGE DRIVE; THENCE S22°41'29"W ALONG SAID R.O.W. 326.21 FEET TO THE POINT OF BEGINNING (P.O.B.) AND CONTAINS 2.33 ACRES.

SUBJECT TO A 30.00 FEET ACCESS EASEMENT AS SET FORTH IN WARRANTY DEED RECORDED APRIL 28, 2004, AS ENTRY NO. 482406, IN BOOK 927 AT PAGE(S) 286-288 AND RE-RECORDED MAY 20, 2004, AS ENTRY NO. 483484, IN BOOK 930 AT PAGE(S) 31-34 AND IN BOOK 1390 AT PAGE(S) 543-546 RECORDED OCTOBER 06, 2017, OFFICIAL IRON COUNTY RECORDS.

ALSO SUBJECT TO A MINIMUM PUBLIC UTILITY EASEMENT (P.U.E.) OF 20.00 FEET ON THE FRONT LOT LINE.

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## **EXHIBIT B**

BYLAWS OF THE ASSOCIATION

# EXHIBIT C

## UNITS

Description	Private Floor Space	Number of Votes
Unit 1	5250 sq. ft.	1
Unit 2	2044 sq. ft.	5
Unit 3	5892 sq. ft.	1
Unit 4	8491 sq. ft.	1.5
Totals	21,677 sq. ft.	4

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