

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CANYON CREST SUBDIVISION, PLAT A**

THIS Declaration of Covenants, Conditions and Restrictions is made and executed by CANYON CREST DEVELOPMENT GROUP, L.C., a Utah limited liability company, whose principal address is \_\_\_\_\_, (the "Declarant").

**RECITALS:**

ENT 126616 BK 5292 PG 229  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Dec 07 8:37 am FEE 46.00 BY SS  
RECORDED FOR SPANISH FORK CITY

- A. The Property is an area of unique natural beauty, featuring distinctive terrain;
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- C. This Declaration of Covenants, Conditions and Restrictions affects that certain real property located in the City of Spanish Fork, (the City ), Utah County, Utah described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter referred to as the "Tract").
- D. Declarant is the owner of the Tract, or has the Tract under a purchase agreement.
- E. Declarant has constructed, is in the process of constructing or will construct upon the Tract a residential subdivision which shall include certain Lots and other improvements. All of such construction has been, or is to be, performed in accordance with this Declaration, any Design Guidelines adopted by the Declarant, and plans contained in the recorded Record of Plat Map.
- F. Declarant intends to sell to various purchasers fee title to the individual Lots or homes contained in the Tract, subject to the Record of Survey Map and the covenants, conditions and restrictions set forth herein.
- G. Since the completion of the Subdivision may be in phases, the completed Subdivision will consist of the original phase and all subsequent phases.
- H. The Subdivision is to be known as "CANYON CREST SUBDIVISION."

NOW, THEREFORE, Declarant hereby declares that the Tract is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes. The said covenants, conditions, restrictions and equitable servitudes are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use and occupancy of the Tract; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the Recitals.

**AREA OF APPLICATION**

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property and further described in the attached Exhibit "A".

**RESIDENTIAL AREA COVENANTS**

1. Land use and building type. No Lot shall be used except for a residential purpose. Use of any Residence for a home occupation must be approved by the ALRC and the City. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Each finished rambler style dwelling must have a minimum square footage of 1200 square feet of finished floor living area, on the main level. All multi-story dwellings must have a minimum of 1600 finished square feet. Square footage is excluding garages, verandas, patios, porches and steps.

The front elevations of all homes in the Tract shall be constructed of 100% masonry. Excluding windows, doors, facia, and soffits. Stucco, brick and rock are approved masonry materials. Additionally, all homes built on Lots 11 through 18 inclusive shall have 100% masonry exteriors, excluding windows, doors, facia and soffits. Thirty-year architectural grade shingles or another roofing material approved by the Architectural and Landscape Review Committee (hereinafter referred to as the "ALRC") shall be used on all homes constructed in the Tract. Prefabricated and/or manufactured homes are hereby excluded from Canyon Crest Subdivision. Any deviations from these requirements must be approved in writing by the ALRC.

2. Storage tanks. No tank for storage of fuel may be maintained above the surface of the ground.

3. Building location. The minimum front setback for all homes shall be twenty (20) feet to the front of the home and twenty-five (25) feet to the front of the garage. The side setback shall be ten (10) feet. The set backs for corner Lots shall be twenty-five (25) feet to the garage and twenty (20') feet to the living area. The rear setback shall be not less than twenty-five (25) feet.

4. Building materials. No building material of any kind or character shall be placed or stored upon any Lot until thirty (30) days prior to commencement of improvements and then the material will be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground from the source to the house.

6. Animals. The keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of two-thirds of the Subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. Signs. No signs, billboards, nor advertising structures may be erected or displayed on any Lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 2' X 3' in size advertising a specific unit for sale or house for rent or construction sign, or temporarily political sign may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer/builder of the subdivision, and all such signs must be removed at such time that all the Lots in the subdivision are sold.

9. Satellite dishes. No satellite dish or antennae shall be placed in set back easements of said front or side

yards and must be obscured from public view.

10. Rubbish. No trash, ashes, nor any other refuse may be dumped, thrown, or otherwise disposed of on any Lot hereinbefore described or any part or portion thereof. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. All owners of Lots must subscribe to city garbage disposal service.

11. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. The sole exception to this provision being the original builder or developer during construction of the subdivision.

12. Accessory buildings. Any detached accessory building erected on any Lot shall conform in design and materials with the primary residential home on the Lot. Except if approved otherwise in writing by the ALRC, and with guidelines found in Paragraph 3. All accessory buildings must comply with City ordinances.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the Lot shall be over 6 feet in height. All fences must be approved in writing by the ALRC before installation and must comply with City ordinances.

14. Parking and Storage. No inoperative automobile shall be placed on or remain on any Lot or adjacent street for more than 48 hours. No commercial type vehicles or trucks shall be parked or stored on the front yard setback of any Lot, or within the side yard building setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards.

15. Maintenance. Every Lot, including improvements there on, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. Coolers, Drying Facilities, Roof and/or window mounted evaporative coolers are prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be screened from the view of all public streets.

17. Landscaping. All front yard landscaping must be installed within the first full growing season after the date that an occupancy permit is granted to each individual dwelling. Growing season will be considered to commence on April 1, and run through September 31.

18. Monotony. To prevent monotony within the Subdivision, a minimum of two-hundred (200) feet shall separate the same building elevation. This is to say that no two homes with the same elevation shall be located within two-hundred feet of one another. Additionally, no more than 10% of the homes shall have the same building elevation in this Subdivision.

19. Hillside protection. Lots 11 through 18 inclusive are located such that a natural bluff is located at the rear of the Lots. The slope of this bluff shall not be modified during the construction of a house thereon or thereafter without approval of the ALRC and a qualified engineer. No excess soil shall be allowed to spill over the edge of the bluff

20. Entrance feature. It is the responsibility of the owner of Lot 1 to maintain the entrance monument, privacy wall, and landscaping located between Lot 1 and Canyon Road.

#### **NEW BUILDING AND PROCEDURE**

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers.

#### **PLOT PLAN**

A Lot owner shall submit to the ALRC before application of building permit.

The following preliminary plans:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street. This Plan shall include a drainage plan.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. A perspective (optional).
5. Specifications and descriptions of all outside materials to be used on the exterior of the home.

#### **ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE**

1. Except for the initial ALRC which consists of the Owner/Developer of record and its assigns, the ALRC shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the ALRC shall have full authority to appoint another person to fill said vacancy. Except for the initial members appointed to the ALRC, all members of the ALRC must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the ALRC shall declare a vacancy. At such time that all Lots in the Subdivision owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer shall appoint five property owners in the subdivision to stand as the ALRC (the "Period of Declarant's Control").

2. It is understood that the ALRC members shall serve without pay, and are to give of their time as a public service to the subdivision. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the ALRC or any of its members while carrying out the functions of the ALRC will be exempt from any civil claims brought by the signators of these covenants. Therefore, each Lot owner (or all of the Lot owners acting as a group according to this Declaration) shall save, indemnify and hold harmless the ALRC members to any such action and they shall be exempt from any civil recourse either intended or implied to any of the ALRC members while serving in the capacity of the ALRC, or for the decisions, acts, omissions, judgements and the like which they may take or render during the course of their service.

**COMMITTEE PROCEDURE AND GRANT OF AUTHORITY**

1. The ALRC shall consider, approve, reject or approve subject to specific conditions.

- a. Preliminary Plans of proposed residences (as defined herein).
- b. Planning problems or complaints by property owners.

2. The ALRC shall act within seven days from written request and/or receipt information of all relevant on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned.

3. The final plans shall be delivered to the ALRC, which shall accept or reject them for review within seven days, and so notify the owner in writing.

4. An owner whose plans are rejected shall meet with the ALRC at the ALRC's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

5. Finally, the ALRC has the authority to judge buildings, materials, fences, planting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to aesthetics, reasonable protections of view, permanence of materials, etc. All decisions of the ALRC shall be final.

6. In the event said ALRC, or its designated representative, fails to approve or disapprove such proposed design and location within thirty days after such plans and specifications have been submitted to it in writing, then this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

7. The ALRC shall have, and is hereby granted, the following authority and powers:

The power and authority to enter into or upon any Lot.

The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Subdivision.

The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.

The power to sue and be sued.

The authority to enter into contracts which in any way concern the Subdivision, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the ALRC in carrying out any of its functions or to insure that the Subdivision is maintained and used in a manner consistent with this Declaration.

The authority to conduct meetings.

The authority to issue citations, levy fines and make assessments.

The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the ALRC to perform its functions on behalf of the Owners. The ALRC is hereby granted the authority to issue citations, assess fines and take whatever other reasonable action is necessary to enforce these restrictions.

8. By the acceptance of a deed to a Lot or any other document of conveyance, each owner expressly agrees that individual assessments may be levied against him and his Lot by the ALRC to pay, compensate or reimburse the ALRC for: (a) late fees, (b) default interest on amounts due at 1.5% per month (unless otherwise determined by the ALRC), (c) fines levied for violations of these covenants; (d) costs and expenses incurred by the ALRC in interpreting and/or enforcing these restrictions; and (e) reasonable attorney's fees, default interest, late fees, and other charges relating thereto.

9. Each assessment is a debt of the Lot owner at the time the assessment is made and is collectible as such. If any owner fails or refuses to make any payment of the debt when due, that amount constitutes a lien on the interest of the owner in the property, and upon the recording of notice of lien by the ALRC is a lien upon the owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

10. If any Assessments remain unpaid, the ALRC may institute suit to collect the amounts due and/or commence procedures to foreclose the lien.

11. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

12. No Owner may waive or otherwise exempt himself from liability for the payment of any assessments provided for herein by the abandonment of his Lot.

13. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the ALRC to take some action or perform some function required to be taken or performed by the ALRC under this Declaration or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each owner.

14. The lien for nonpayment of assessments may be enforced by sale or foreclosure of the owner's interest therein by the ALRC. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for his home during the pendency of the foreclosure action. The ALRC in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The ALRC may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

15. If the ALRC elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the ALRC, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

16. Each owner by accepting a deed or other document of conveyance to a Lot hereby irrevocably appoints the ALRC as his attorney in fact to collect rent from any person renting his Lot, if the Lot is rented and owner is delinquent in the payment of his assessments. Rent due shall be paid directly to the association, upon written demand, until such time as the owner's assessments are current; and the owner shall credit the renter, against rent due, for the amount of money paid to the ALRC.

#### **EXPANSION OF THE PROJECT**

1. Declarant hereby reserves the option to expand the Subdivision to include additional Lots in the Subdivision. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire ten (10) years from the date following the first conveyance of a Lot in Plat "A" to a Lot purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said ten (10) years. Such right may be exercised without first obtaining the consent or vote of Lot Owners and shall be limited only as herein specifically provided.

2. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Utah County, Utah, no later than ten (10) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Lots, together with supplemental Map or Maps containing the same information with respect to the new Lots as was required on the Map with respect to the Plat "A" Lots. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

3. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Subdivision as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Subdivision by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Lots after such expansion shall be effective to transfer rights in the Subdivision, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Lots in the Subdivision as it existed before such expansion the respective undivided interests in the new Common Areas added to the Subdivision as a result of such expansion. Such

recordation shall also operate to vest in any then mortgagee of any Lot in the Subdivision as it existed, interest so acquired by the Owner of the Lot encumbering the new Common Areas added to the Subdivision as a result of such expansion.

4. The new Lots, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Recorder, shall be subject to all the terms and conditions of this Declaration, as amended or supplemented from time to time.

5. If the Subdivision is expanded as hereinbefore contained, then it is further provided that: (1) All or any part of the Additional Land may be added to the Subdivision without any limitations whatsoever save and except that all additional Lots created must be restricted to residential housing limited to one family per Dwelling Unit; (2) Portions of the Additional Land may be added to the Subdivision at different times without any limitations; (3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Land through the easement areas as shown on the Map; and (4) No assurances are made concerning: (a) The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Subdivision; (b) The type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the improvements will be of a similar quality of materials and construction to those in the first phase of development; (c) Whether any improvements created on any portion of the Additional Land will be substantially identical to those within the initial Subdivision except that the improvements will be constructed of an equal or better quality of materials and construction than those in the first phase of development; and (d) The type, size, or maximum number of other improvements, if any, which may be created within any portion of the Additional Land added to the Subdivision; and (5) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the submission of any portion of Additional Land to this Declaration; (b) the creation, construction, or addition to the Subdivision of any additional property; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Subdivision, or any Land.

#### **GENERAL PROVISIONS**

1. The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

2. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

3. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of ALRC, other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the subdivision, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each owner or resident of a



Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the subdivision, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

3. The ALRC or any aggrieved Lot Owner may take action, at law or in equity, to recover damages, obtain injunctive relief, or enforce the terms, covenants or conditions of this Declaration. Should the ALRC or the aggrieved Lot owner be required to take action to interpret or enforce this Declaration, or to pursue any remedy provided hereunder or by applicable law, and they prevail, whether such remedy is pursued by filing suit or otherwise, they may recover from the defaulting party all related costs which may arise or accrue, including a reasonable attorney's fee.

4. These restrictive covenants shall run with the land and shall be binding upon the owners thereof, their heirs, successors and assigns until December 31, 2045, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

6. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, the undersigned, Providence Development Group, LLC, has executed the instrument this 23rd day of November 1999.

CANYON CREST DEVELOPMENT, L.C.

*[Handwritten Signature]*  
By: James G. McWhorter  
Title: Member

STATE OF UTAH COUNTY OF

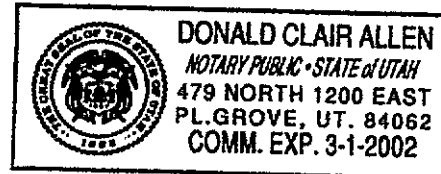
On the 2nd day of December 1999, personally appeared before me James G. McWhorter who being by me duly sworn did say that he, James G. McWhorter, is the Member of said Canyon Crest Development, L.C. that executed the within instrument and did acknowledge to me that the said corporation executed the same.

*[Handwritten Signature]*

Notary Public

THE WITHIN COVENANTS HEREBY APPROVED BY:

\_\_\_\_\_



## EXHIBIT "A"

THIS EXHIBIT ATTACHED TO THESE RESTRICTIVE COVENANTS AND MADE A PART THEREOF

BEGINNING AT A POINT ALONG THE SECTION LINE BETWEEN THE EAST QUARTER CORNER OF SECTION 28, AND THE SOUTHEAST SECTION CORNER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN S 00°11'49" E A DISTANCE OF 1127.81 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE S 00°11'49" E A DISTANCE OF 280.64 FEET ALONG SAID SECTION LINE; THENCE S 89°48'11" W A DISTANCE OF 51.00 FEET; THENCE S 00°11'49" E A DISTANCE OF 41.20 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT A DISTANCE OF 170.70 FEET SAID CURVE HAVING A RADIUS OF 123.00 FEET AND A CHORD THAT BEARS S 39°33'41" W A DISTANCE OF 157.33' TO POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT A DISTANCE OF 129.92 FEET, SAID CURVE HAVING A RADIUS OF 177.00 FEET AND A CHORD THAT BEARS S 58°17'30" W A DISTANCE OF 127.02 FEET; THENCE S 37°15'50" W 224.36 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT A DISTANCE OF 1.79 FEET SAID CURVE HAVING A RADIUS OF 227.00 FEET AND A CHORD THAT BEARS S 37°02'18" W A DISTANCE OF 1.79 FEET; THENCE S 76°44'42" W A DISTANCE OF 215.25 FEET THENCE N 30°32'02" W A DISTANCE OF 135.46 FEET; THENCE S 61°32'03" W A DISTANCE OF 82.91 FEET; THENCE ALONG THE ARC OF TANGENT CURVE TO THE RIGHT A DISTANCE OF 116.03 FEET SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CHORD THAT BEARS S 78°09'15" W A DISTANCE OF 114.41'; THENCE N 85°13'34" W A DISTANCE OF 24.42 FEET; THENCE NORTH A DISTANCE OF 66.22 FEET; THENCE S 85°13'34" E A DISTANCE OF 29.93 FEET TO A POINT OF CURVATURE OF A 134.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 77.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 33°14'23", SUBTENDED BY A CHORD THAT BEARS N 78°09'15" E A DISTANCE OF 76.65 FEET; THENCE N 61°32'03" E A DISTANCE OF 35.52 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 31.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD THAT BEARS N 16°32'03" E A DISTANCE OF 28.28 FEET; THENCE N 28°27'57" W A DISTANCE OF 123.70 FEET TO A POINT OF CURVATURE OF A 122.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 29.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 13°48'44", SUBTENDED BY A CHORD THAT BEARS N 35°22'19" W A DISTANCE OF 29.34 FEET; THENCE N 42°16'41" W A DISTANCE OF 7.39 FEET TO THE SOUTHERLY BOUNDARY OF OAK VIEW ESTATES PLAT "E"; THENCE N 61°32'03" E A DISTANCE OF 769.53 FEET; THENCE N 00°12'57" W A DISTANCE OF 116.19 FEET; THENCE S 66°58'40" E A DISTANCE OF 155.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.32 ACRES.