

After recording, return to: Alpine Homes, Inc. 1300 Dexter Avenue N. #500 Seattle, WA 98109



ENT 38278:2002 PG 1 of 13 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2002 Apr 05 11:33 am FEE 94.00 BY SS RECORDED FOR FIRST AMERICAN TITLE CO

DECLARATION OF RESTRICTIVE COVENANTS FOR HIGHLAND HILLS

We, the undersigned, being the owners of all lots, tracts and parcels of land situated within the boundaries of that certain subdivision located in the Highland City, State of Utah, known as Highland Hills, hereinafter called "The Subdivision," make the following declaration of restrictions on said real property to the public.

There is hereby established a common plan for the improvement, maintenance and protection of the real property embraced within that certain Subdivision known as "Highland Hills." This property is legally described as:

Lots 1 through 38, Plat A of Highland Hills a recorded subdivision in Highland City, recorded in Book 38275 2002, Page 9482 of Plat records of Utah County, Utah.

Note: The Open Space lots within the Plat A (Lots 39, 40, & 41) are dedicated to the Highland City for public use and are not encumbered by this Declaration.

Lots 42 through 63, Plat B of Highland Hills a recorded subdivision in Highland City, recorded in Book 3476, 2002, Page 9483 of Plat records of Utah County, Utah.

Note: The Open Space lots within the Plat B (Lots 64, 65, 66 & 67) are dedicated to the Highland City for public use and are not encumbered by this Declaration.

Declarant hereby declares that the real property described herein, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, and easements, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I
Definitions

- Section 1. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.
- Section 2. "Lot" shall mean any plot of land within the Subdivision, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a residential dwelling site as shown on the recorded plat.
- Section 3. "Declarant" shall mean and refer to Alpine Homes, Inc. its successors and assigns if such successors and assigns should acquire for the purpose of development or construction all or substantially all of the properties owned by Alpine Homes, Inc. in the plat of Highland Hills.
- Section 4. "Declaration" shall mean and refer to this document and any amendment or supplementary declaration which is adopted and recorded by the Declarant or the Owners pursuant to Article XVII.
 - Section 5. "Subdivision" shall mean and refer to the plat of Highland Hills.

ARTICLE II

Acceptance of Covenants

The real property is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

ARTICLE III Architectural Control Committee

Section 1. Appointment and Membership. There is hereby constituted an architectural control committee (the "ACC") which shall be comprised of a maximum of three members. A majority of the ACC may designate a representative to act for it, which representative shall be known as the control architect. The Declarant shall have the right to select the members of the construction period ACC and does hereby name Scott Hawker whose address is 111 E. 5600 S., Suite 100, Murray, Utah 84107, as the construction period control architect. Neither the members of the ACC, nor the control architect, shall be entitled to any compensation for services performed pursuant to these covenants, and the Owners shall defend, indemnify, and hold them harmless for any liability they incur while serving on the ACC or as control architect. The construction period control architect appointed by Declarant shall serve until a date which is thirty (30) days after the earlier to occur of the following events: (1) notice of resignation of the control architect sent to all then current Owners of Lots or (2) the date on which the Declarant has sold and closed One Hundred percent (100%) of its Lots. Upon resignation of the construction period control architect

through one of the methods set forth above, the Owners of the Lots shall obtain the power to elect new members to the Architectural Control Committee, to appoint a control architect, to change the membership of the committee, to increase or decrease its number, or to withdraw any members from the committee. An election to select new members of the ACC shall be conducted only after not less than 10 days and not more than 60 days advance written notice has been sent by first class or registered mail to all Owners, and shall be participated in by a quorum of all Owners voting by secret written ballot, either in person or by proxy. Those members present at a meeting, either in person or by proxy, shall constitute a quorum.

Section 2. Approval. No construction, alteration, addition, or erection of any structure of any nature whatsoever shall be commenced or placed upon any part of the Subdivision, except that which is installed by the Declarant or is approved in accordance with this Article. Any such construction, alteration, addition, or erection shall not be made unless and until plans and specifications showing the nature, kind, shape, size and height, architectural design and detail, materials, workmanship, colors, location on site, improvement and site grade elevations, and site landscaping shall have been submitted in writing to and approved by the ACC. The ACC may employ architects, engineers, or other persons as it deems necessary to enable the ACC to perform its review.

Section 3. Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purposes of this Declaration and any other covenants or restriction covering the property. If such guidelines are adopted, copies shall be available to all members upon request for a reasonable fee during normal business hours.

ARTICLE IV Dwelling: Quality and Size

- Section 1. All Lots in the Subdivision shall be used solely and exclusively for single family residences, with appurtenant garages, and no Lot shall be further divided. Each Owner shall maintain his Lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.
- Section 2. The livable square footage floor area of each dwelling structure constructed or occupied within the Subdivision, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, and not less than 1,500 square feet for a dwelling of more than one story.
- Section 3. All structures shall be built according to standards contained in the Uniform Building Code and ordinances adopted by Highland City at the time this Declaration is recorded. The exterior materials of the residence will be consist of a masonry product.

- Section 4. All roofs on dwellings and accessory structures, if any, within the Subdivision are to be of composition, tile or cedar shake, and have a minimum pitch of Four/Twelve.
- Section 5. Setbacks for all structures shall be as follows: 25 feet for front yard, 10 feet rear yard, and 25 feet total for both side yards with no side yard less than 10 feet.
- <u>Section 6.</u> After Declarant has completed construction of all houses in the Subdivision, all residential remodeling or new construction which is visible or audible from off the Lot shall be completed within 6 months following commencement of work. This requirement includes staining or painting of exterior.
- Section 7. The existing residence located within the Subdivision and constructed prior to the recording of this Declaration, if any, is exempt from the provisions of this Article IV unless it is remodeled, demolished or substantially damaged, in which case any new construction placed on such lot shall conform to the provisions of this Article.

ARTICLE V Landscaping

All front yards shall be landscaped within six (6) months following completion of construction by Declarant. In the event that strict enforcement of this provision would cause undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the ACC. Street trees may be planted along street frontages. The trees, if any, shall be maintained by the Owners of those Lots in accordance with the Highland City ordinances.

ARTICLE VI

Permanent Structures

- Section 1. No out-building or shed shall be located on any Lot nearer to the front lot line or nearer to the side street lot line than permitted by the minimum building set-back lines provided for in the laws, statutes or ordinances of the appropriate local governmental authorities. No out-building or shed shall be larger than eight (8) feet by eight (8) feet.
- Section 2. All fences or boundary walls shall be constructed in accordance with the Highland City codes and regulations and shall be constructed only of cedar, brick, or vinyl or a combination of these materials. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum setback line required. No fence, wall, hedge or mass planting shall extend higher than six feet above the ground. No fence abutting or adjacent to open space shall extend higher than four feet above the ground. Any mass planting or hedge that serves as a fence shall be considered to be a structure and must be approved by the ACC.

ARTICLE VII

Temporary Structures

Section 1. No structure of a temporary character, or vehicle (such as recreational vehicles, trailers, tents, shacks, garages, barns or other outbuildings or vehicles) shall be used on any Lot in the Subdivision at anytime as temporary or permanent residence. Construction of any out buildings or additions to a residence shall be conducted only with the proper permits obtained from the appropriate governmental agency. This shall not be deemed to prohibit any person who is authorized to build a residence or other permitted structure on the Lot from placing a trailer on the Lot during the period of construction. Furthermore, the Declarant may place a sales trailer in the Subdivision until Declarant has sold all residences.

ARTICLE VIII

Nuisance

Section 1. <u>Businesses</u>. No business activity which causes a significant increase in noise or traffic shall be conducted or carried on upon any residential Lot, or within any building on such residential Lot within the Subdivision. No goods, materials, supplies, equipment, or vehicles (including buses, trucks, or trailers of any description) used in connection with any business shall be stored, kept or worked on outside any building located on any residential Lot within the Subdivision.

Section 2. Off-Site Impacts. No activity which causes a substantial increase in light, glare, noise, or odor, as perceived from any area off the Owner's Lot, shall be conducted on such Lot.

ARTICLE IX

Signs and Monuments

Section 1. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant or Declarant's agents to advertise the property during the initial construction and sales period. "For rent" signs shall be prohibited during the initial construction and sales period.

ARTICLE X Oil and Mining Operations

Section 1. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be practiced upon any Lot. Oil wells, tanks, tunnels, excavations or shafts shall not be placed on any Lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

ARTICLE XI

<u>Pets</u>

Section 1. Dogs, cats, and other ordinary household pets may be kept in the Subdivision, and usual structures may be provided to house them, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must be on a leash or under the direct physical control of the pet Owner whenever such pets are not on their Owners' Lot. Such pets shall not injure, endanger, or annoy any person lawfully present in the Subdivision, and must be kept quiet between the hours of 10:00 p.m. and 8:00 a.m. No animals other than ordinary household pets may be kept in the Subdivision.

ARTICLE XII

Garbage and Refuse Disposal

- Section 1. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- Section 2. No debris, inoperable vehicles, machinery, or lumber and building materials shall be stored outside on any Lot, except that supplies and machinery currently being used in the construction of an approved dwelling or other project may be stored in a neat manner during the construction of said dwelling or project. All building materials and debris shall be cleaned up and removed from the Lot within thirty (30) days following the completion of the dwelling or project. Yard raking, dirt and other materials resulting from landscaping work shall not be dumped onto streets or other Lots.

ARTICLE XIII

Motor Vehicles

- Section 1. Operation Of Vehicles. Unlicensed motor vehicles, including motorcycles, scooters, A.T.V.'s, etc. shall not be operated on any property in the Subdivision, including all roads. Licensed vehicles shall not be operated so as to create an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for licensing, equipment and operation.
- Section 2. Vehicles. No inoperable vehicle shall be stored on any Lot where it may be seen from any other Lot or from the public right of way, or it shall be removed from the Subdivision within 48 hours.

ARTICLE XIV

Parking

Section 1. Adequate off street parking for at least three (3) cars shall be provided on each Lot. Covered and enclosed parking shall be provided for one (1) or more cars; plus a driveway for at least two (2) additional cars. Variances may be granted by the ACC.

Section 2. Recreational vehicles and boats may not be parked or stored on any of the streets, driveways, or front yards of the Subdivision, but are permitted to be parked and stored within the side and/or rear yard of a Lot, if screened from all other Lots with a six foot high view obstructing fence which is approved by the ACC.

ARTICLE XV

Antenna and Service Facilities

Section 1. Exterior antenna or satellite receiving stations and clothes lines shall be screened so as not to be viewed from the street.

ARTICLE XVI

Easements_

Section 1. Easements for access, utilities and storm water drainage are reserved on the face of the recorded plat. Within these easement areas, no vehicle, structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of storm water drainage channels in the easement areas, or which may obstruct or retard the flow of water through storm water drainage channels or pipes in the easement area.

ARTICLE XVII

Amendments

Section 1. This Declaration may be amended unilaterally at any time and from time to time by Declarant so long as Declarant owns any property for development and/or sale in the Subdivision. This Declaration may also be amended upon the affirmative vote or written consent, or any written combination thereof, of the Owners of at least seventy-five percent (75%) of the Lot Owners in the Subdivision and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Subdivision). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

ARTICLEXIII

Additional Property

Section 1. Declarant shall have the right, but not the obligation, from time to time, to subject other real property to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property being subjected to this Declaration. Any such

Supplemental Declaration shall be effective upon recording and shall subject the additional property to all of the terms and provisions of this Declaration. When fully developed, the Highland Hills Subdivision will include two additional single family residential phases for a total of 191 single family lots with additional open space lots. Declarant retains the right to add all or a portion of this additional property to this Declaration.

ARTICLE XIV General Provisions

Section 1. Term. The covenants contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying Lots in the Subdivision, or claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded Owners of all Lots has been recorded, agreeing to change said covenants in whole or in part.

<u>Section 2.</u> <u>Enforcement.</u> Any owner of a Lot in the Subdivision shall have the right to enforce these covenants by prosecuting any preceding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

Section 3. Severability. Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect the liability and enforceability of the remaining provisions and covenants, and it is intended that all remaining covenants shall remain in force and effect.

Executed this 3rd day of APRIC, 2002

Alpine Homes, Inc.

By Jan Hawker
Scott Hawker
Regional Manager

State of Utah

County of Satham

SS.

I certify that I know or have satisfactory evidence Scott Hawker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Regional Manager of Alpine Homes,

Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the

instrument.

(Seal Or Stamp)

Notary Public STACEY K. DILLON 8652 S. 5170 W. West Jordan, Utah 84088 My Commission Expires December 21, 2002 State of Utah Dated: 4307.
Signature: WW K W
My appointment expires 12 21 02

Notary Public

(Notary Title)

My Appointment Expires 12/21/12

SURVEYOR'S CERTIFICATE

I, BARRY L. PRETTYMAN , DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166406 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION PLAT "A"

COMMENCING SOUTH 1326.52 FEET AND EAST 1219.53 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 1 EAST,

_SALT LAKE BASE MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N 89°59'33" E	110.35'	
N 0°16'02" W	6.81'	
N 89°56'57" E	1305.18'	
N 0°16'03" W	650.37'	
N 89°53'42" W	775.54'	·
N 0°14'27" E	414.60	
S 87°54'38" W	211.60'	
SOUTHWESTERLY	L = 67.40'	$R = 541.57'$, $\triangle = 7^{\circ}07'49''$, CHD.= S 39°58'41" W 67.35'
N 87°54'38" E	52.54'	
S 34°01'02" E	60.62	
S 27°17'18" E	73.89	
S 18°45'42" E	96.497	
S 9°40'06" E	85.20'	
S 0°18'01" E	101.96	
N 65°54'43" W	101.90'	
S 89°52'57" W	56.01	
N 89°06'56" W	95.00'	
SOUTHWESTERLY	L = 209.41'	R = 327.00', \(\text{\Delta} = 36\circ 41'30'', \text{CHD.= S 19\circ 13'49'' \(\text{\W} \) 205.85'
S 52°25'26" E	95.00'	
S 15°50'40" E	67.62'	
S 25°05'27" E	103.88'	
S 8°20'03" E	58.30'	
		- DESCRIPTION CONTINUED AT LEFT -

BASIS OF BEARING = UTAH COORDINATE BEARINGS, CENTRAL ZONE, N 67°19'04" W BETWEEN THE NORTH WEST CORNER OF SECTION 26, T 4 S, R 1 E, SLB&M. AND THE VIEW \$2 BACKSIGHT TOWER.

Sup. 18,2001 DATE Bony L Outlynn SURVEYOR (See Seal Below)

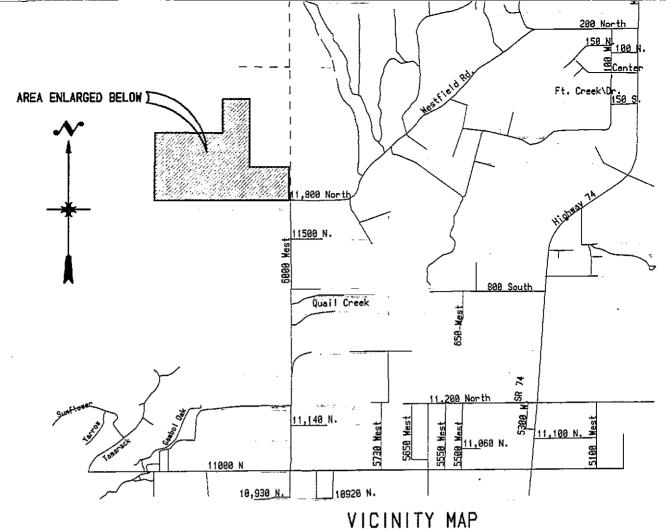
OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE SET OUR HANDS THIS

20.00'

20.00'



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BOUNDARY DESCRIPTION - CONTINUED PLAT "A"

JAAC 4 UNDER 2 AND NO. OUNTY.

COURSE	DISTANCE	REMARKS
S 18°24'24" N	77.07'	
N 52°00'28" W	96.01'	
SOUTHWESTERLY	L = 20.14'	R = 50.00', \triangle = 23°04'26", CHD.= S 37°59'30" N 20.00'
S 52°00'28" E	96.01'	
S 57°34'38" W	77.07'	
S 84°19'06" W	58.30'	
N 72°41'33" W	57.28'	
N 54°43'08" W	58.47'	
N 31°51'04" W	42.321	
N 13°00'48" W	59.16'	
SOUTHWESTERLY	L = 20.00'	$R = 478.00', \Delta = 2°23'50", CHD.= S 78°11'07" N 20.00'$
S 10°36'59" E	95.00'	
S 83°38'51" W	85.20'	
SOUTH	99.117	TO THE POINT OF BEGINNING.
		AREA = 18.306 ACRES

N 89°53'42" W 775.54' (775.32') 155.50° S-0°14'27" W 3.00° 33.07 93.99'

5100 Nest

fact of

SURVEYOR'S CERTIFICATE

I, BARRY L. PRETTYMAN , DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166406 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION PLAT "B"

COMMENCING EAST 872.28 FEET AND SOUTH 759.48 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 1 EAST,

_SALT LAKE BASE MERIDIAN; THENCE AS FOLLOWS:

COUDCE	DICTANCE	DEMANA
COURSE	DISTANCE	REMARKS
N 53°52'00" W	100.00	11 ENT 38278:2002 PG 12 of
S 36°08'00" W	50.00'	
S 53°52'00" E	100.00	ENT 38278;2002 PG 12 of
S .36°08'00" W	123.00'	
N 53°52'00" W	5.00'	
36°08'00" W	19.00'	
N 53°52'00" W	38.52	
SOUTHWESTERLY	L = 229.50'	$R = 141.00', \triangle = 93°15'31", CHD.= S 79°30'14" W 204.99'$
S 32°52'29" W	40.65	
SOUTHEASTERLY	L = 32.83'	$R = 24.00', \triangle = 78^{\circ}23'11'', CHD.= S 6^{\circ}19'06'' E 30.33'$
SOUTHEASTERLY	L = 137.80'	R = 295.99', $\triangle = 26^{\circ}40'29''$, CHD.= $5'58^{\circ}50'56''$ E 136.56'
S 72°11'10" E	38.80'	
SOUTHWESTERLY	L = 153.56'	R = 433.00', △ = 20°19'09", CHD.= S 10°10'02" W 152.76'
S 0°00'27" W	103.21	
N 89°59'33" E	589.08'	
NORTH	99.11'	
N 83°38'51" E	85.20'	
N 10°36'59" W	95.001	
NORTHEASTERLY	L = 20.00'	$R = 478.00', \triangle = 2^{\circ}23'50'', CHD. = N 78^{\circ}11'07'' E 20.00'$
3 13°00'48" E	59.16'	
31°51'04" E	42.32'	
5 54°43'08" E	58.47'	
		- DESCRIPTION CONTINUED AT LEFT -

BASIS OF BEARING = UTAH COORDINATE BEARINGS, CENTRAL ZONE, N 67°19'04" W BETWEEN THE NORTH WEST CORNER OF SECTION 26, T 4 S, R 1 E, SLB&M. AND THE VIEW #2 BACKSIGHT TOWER.

Dec. 20, 2001

SURVEYOR
(See Seal Below)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

DAY OF DUY AVGLE TONE SOUNDS THIS 10th MANGE TONE SOUNDS TO SOUNDS TONE SOUNDS TONE SOUNDS!

Kleng Moffer (see threes)

32.00' (31.99')

17' (75.15')

1090 N

10,930 N.

10,930 N.

VICINITY MAP

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11,100 N.

State of Washington 2 ss Commity of King 5 On This zim day of February, 2002, George Neffaer, Secretary I Treasurer of Alpine Homes, Inc., the signer of the foregoing dedication who duly acknowledged to me that he did execute the same.

My commission expires: 10-24.2003

Joh C. Baringer

R = 327.00' \$\triangle = 91°26'34" \$L = 521.88' \$C = 468.23' (468.10') \$CHD BRG = N 8°08'43" W

BOUNDARY DESCRIPTION - CONTINUED PLAT "B"

COURSE	DISTANCE	REMARKS
S 72°41'33" E	57.281	
N 84°19'06" E	58.30'	
N 57°34'38" E	77.07'	
N 52°00'28" W	96.01'	
NORTHEASTERLY	L = 20.14'	R = 50.00', \triangle = 23°04'26", CHD.= N 37°59'30" E 20.00'
S 52°00'28" E	96.01	
N 18°24'24" E	77.07'	
N 8°20'03" W	58.30'	
N 25°05'27" W	103.88'	
N 15°50'40" W	67.62'	
N 52°25'26" W	95.00'	
NORTHWESTERLY	L = 521.88'	$R = 327.00^{\circ}$, $\triangle = 91^{\circ}26^{\circ}34^{\circ}$, CHD.= N 8°08'43" W 468.23'
N 53°52'00" W	20.01'	
N 36°08'00" E	75.17'	
N 87°54'38" E	32.00'	
NORTHWESTERLY	L = 5.13'	$R = 422.00', \Delta = 0°41'47", CHD.= N 53°30'45" W 5.13'$
N 53°52'00" W	130.86	
SOUTHWESTERLY	L = 23.56'	R = 15.00', \(\Delta = 90\circ 90'00'', \text{ CHD.= S 81\circ 98'00'' W 21.21'} \)
S 36°08'00" W	130.00'	
S 53°52'00" E	145.86	
SOUTHWESTERLY	L = 870.22'	R = 277.00', \(\Delta = 180\circ 00'00''\), CHD.= S 36\circ 08'00'' N 554.00'
N 53°52'00" W	201.86	TO THE POINT OF BEGINNING.
		AREA = 10.490 ACRES

