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WHEN RECORDED PLEASE MAIL TO:

Solitude Investments, LLC  
James Christensen  
1820 W. 3600 N.  
Lehi, UT 84043

ENT 63980:2004 PG 1 of 27  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jun 03 4:29 pm FEE 75.00 BY SS  
RECORDED FOR SOLITUDE INVESTMENTS LLC

**DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BEACON HILLS SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEACON HILL THE HIGHLANDS SUBDIVISION (this "Declaration") is made and executed this 15<sup>th</sup> day of June 2004, by SOLITUDE INVESTMENTS, LLC ("Declarant").

**RECITALS**

A. Declarant is the owner of certain real property in Utah County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision consisting of Beacon Hill The Highlands Subdivision (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

**DECLARATION**

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**I. ARCHITECTURAL CONTROL COMMITTEE**

1.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee").

1.2 Creation. The initial Committee will consist of three members to be appointed by Declarant in its sole discretion.

The Architectural Control Committee shall consist of three 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 the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the Declarant are sold, or sooner at Declarant's sole option, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a two-thirds (2/3) majority vote of the then current Owners within the Project.

In the event of violation of any of the provisions of this Declaration, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

1.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in the Declaration and to carry out the provisions set forth therein.

Each Lot Owner may be required to pay a \$200 Design Review Fee per lot to the Committee before any home plans shall be reviewed or approved by the Committee. The \$200 fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans and for any or all other costs and expenses associated with the review. If the full amount of the fee is not needed for a review, the funds will be held by the Committee and used at its sole discretion for other costs associated with the Project, including reimbursement or payment to Committee members. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.

## II. COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. No Lot shall be used except for the residential purpose. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two (2) stories in height (not counting the basement) and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior written approval of the Committee.

Carports may not be built. Rambler-style houses shall have a minimum of 1,500 finished square feet of main floor area above finished grade, not counting the basement, and including a 2 car garage. Two story houses shall have a minimum of 1,200 finished square feet of main floor area above finished grade, not counting the basement, and not less than 2,200 square feet total for second story level and main floor area, including a 2 car garage. Multi-level houses shall have a minimum of 1,800 finished square feet of main floor area above finished grade, not counting the basement (only two levels may be used to determine the 1,800 finished square feet and not all levels). Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.

2.2 Architectural Control. 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 of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the locations of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Highland City.

No construction of home or landscaping may commence without approval by the Committee of the working drawings.

(a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point of the street.

(b) Detailed floor plans showing dimensions and measurements.

(c) Detailed elevations, indicating all materials and showing existing and finished grades.

(d) Detailed sections, cross and longitudinal.

(e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

2.3 Construction Quality, Size, and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick and shall be of good quality workmanship and materials and shall have a fair market value upon completion of not less than \$150,000 excluding land value, and closing fees. Only those exterior materials which will blend harmoniously with the natural environment, with earth-toned colors, shall be permitted. All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco, or combination approved in writing by the Architectural Control Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes shall be permitted in the Project. No wood exterior siding shall be permitted in the Project with the exception of a masonite-type material accents in combination with brick, rock, and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the Project. Pitched roofs shall be at least 6/12 pitch and no greater than 10/12 pitch. A minimum width of 6 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

2.4 Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 18 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

2.5 Building Location and Setback. No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet. On corner lots which have side yards that border a street, no building shall be located on that lot nearer to the side lot line than twenty-five (25) feet. No building shall be located on any lot nearer to the rear lot line than thirty (30) feet if the lot is 90 feet deep or greater, and if the lot is less than 90 feet deep, set back to be 1 foot less for every foot under 90 feet. In any event, the minimum set back shall be 20 feet. On lots which have no side yard that borders a street, no building shall be located nearer than ten (10) feet to the lot line on one side but the

total width of the two side yards for any one lot shall be at least 25 feet. These locations and setbacks shall be measured to the nearest project of encroachment or overhang of the building including roofs, soffits and fascias. If Highland City Ordinances are more restrictive than the foregoing setback requirements, then the Highland City Ordinances shall govern.

2.6 Landscaping. Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavation for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee, at the owners cost

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 15% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to the commencement of landscaping. No mineral or non-living organic material will be allowed in drive strips, except for accents consisting of 10% or less of park strip area and should be limited to the area at the base of the park strip trees.

(a) Deadline for Completion of Landscaping. The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

(b) Revegetation of Slopes. Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

2.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of the construction.

2.8 Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot and must be approved as to its permissibility, design and location by the Committee.

2.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property and consistent with roof color. TV dishes will be allowed, provided they are placed or screened so they are not readily visible to the neighboring Lots and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee. Wireless internet dishes will be allowed only by following guidelines for TV dishes in this section .

2.10 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or

kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which many require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

2.11 Signs. Except as provided in this Section 2.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs used by a builder or developer may be up to 160 square feet in size and may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited. Highland City codes, if more restrictive, will govern sign usage.

2.12 Animals. The Declarant is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Committee and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The

manner and location of all dog runs or kennels must be approved by the Committee. No farm animals are permitted.

2.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 2.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

2.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

2.15 Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet, whichever is less. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the deck line of a mansard roof or the mean level between eaves and ridge for gable, hip or gambrel roofs. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If Highland City Ordinances are more restrictive, then they shall govern.

2.16 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Highland City.

2.17 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

2.18 Building Material Storage. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the materials shall 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.

2.19 Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water lines are reserved as shown on the recorded Plat. Within these easements, no 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 water lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(a) Utah Power and Light Easement. Lots 101 through 103 of Phase A-1, lots 201 through 204 of Phase B, lots 1 through 4 of Phase C and lots 401 through 406 in Phase D are adjacent to an easement recorded June 7, 1960, which grants Utah Power and Light an easement for the construction, operation, maintenance and repair of an electric transmission and/or distribution system.

(b) Metropolitan Water District Easement. Lots 407 through 419 of Phase D, lot 524 of Phase E and lots 601 and 602 of Phase F are adjacent to an easement recorded May 10, 1993, which grants Metropolitan Water District certain rights related to water pipeline.

2.20 Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry, tile, brick, or paving blocks. Gravel areas are not permitted.

2.21 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

2.22 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

2.23 Fences and Walls. Fencing and walls shall be wood, brick masonry, stone, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Highland City as non-buildable. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; (ii)

in any portion of a rear yard which is highly visible from any Project street or non-adjointing Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Committee; and (iii) any portion of the Lot having a slope greater than 30%.

On corner Lots, no fence or other similar structure shall be erected to a height in excess of four (4) feet in any side yard bordering a street. All fences and walls require a building permit from Highland City and must have prior written approval of the Committee.

**2.24 Parking and Storage.** No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter 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 as approved by the Committee. 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. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given Lot. For additional information contact Highland City, Utah.

**2.25 Water Discharge.** It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot. This is intended to require that the Owner maintains water on his property.

**2.26 Declarant's Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

**2.27 Supplemental Use Restrictions Upon Expansion.** In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Article II.

### III. AMENDMENTS

3.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one voter per lot) casting seventy-five percent (75%) of the total votes cast at an election held for such purpose. If the necessary votes and consents are obtained, the Committee shall cause to be recorded in the Utah County records a "Certificate of Termination", duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee shall be dissolved pursuant to the terms set forth in its articles.

3.2 Amendments. This Declaration may be amended by recording in the office of the Utah County Recorder a "Certificate of Amendment," duly signed by a member of the Committee and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted. The Declaration may be amended at any time if at least sixty-seven percent (67%) of the votes cast by all owners shall be in favor of the Amendment except as noted in Sections 3.3 and 3.4 below.

3.3 Until 90% of lots are sold, Declarant can modify Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

3.4 Until 90% of lots are sold, Declarant can modify Declaration to accommodate clarifications, corrects errors or make other needed adjustments.

### IV. MISCELLANEOUS

4.1 Interpretation of the Covenants. Except for judicial construction, the Committee, by its members, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

4.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

4.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in

full force and effect for the period of 21 years following the death of the last survivor of the issue of Solitude Investments, LLC, and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 3.1 hereof.

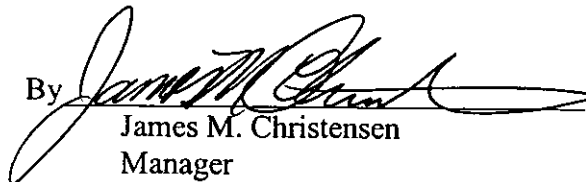
4.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Committee shall have the right to adopt rules and regulations with respect to all other aspects of the Committee's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

4.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

4.6 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 15<sup>th</sup> day of June 2004.

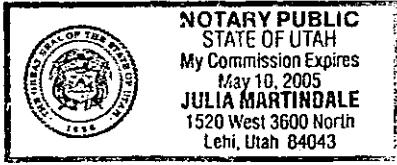
Solitude Investments, LLC, a Utah limited liability company,

By   
James M. Christensen  
Manager

STATE OF UTAH            )  
  )SS:  
COUNTY OF UTAH        )

On the 1<sup>st</sup> day of June, 2004, personally appeared before me James M. Christensen, who, being by me duly sworn, did say that he is the Manager of Solitude

Investments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

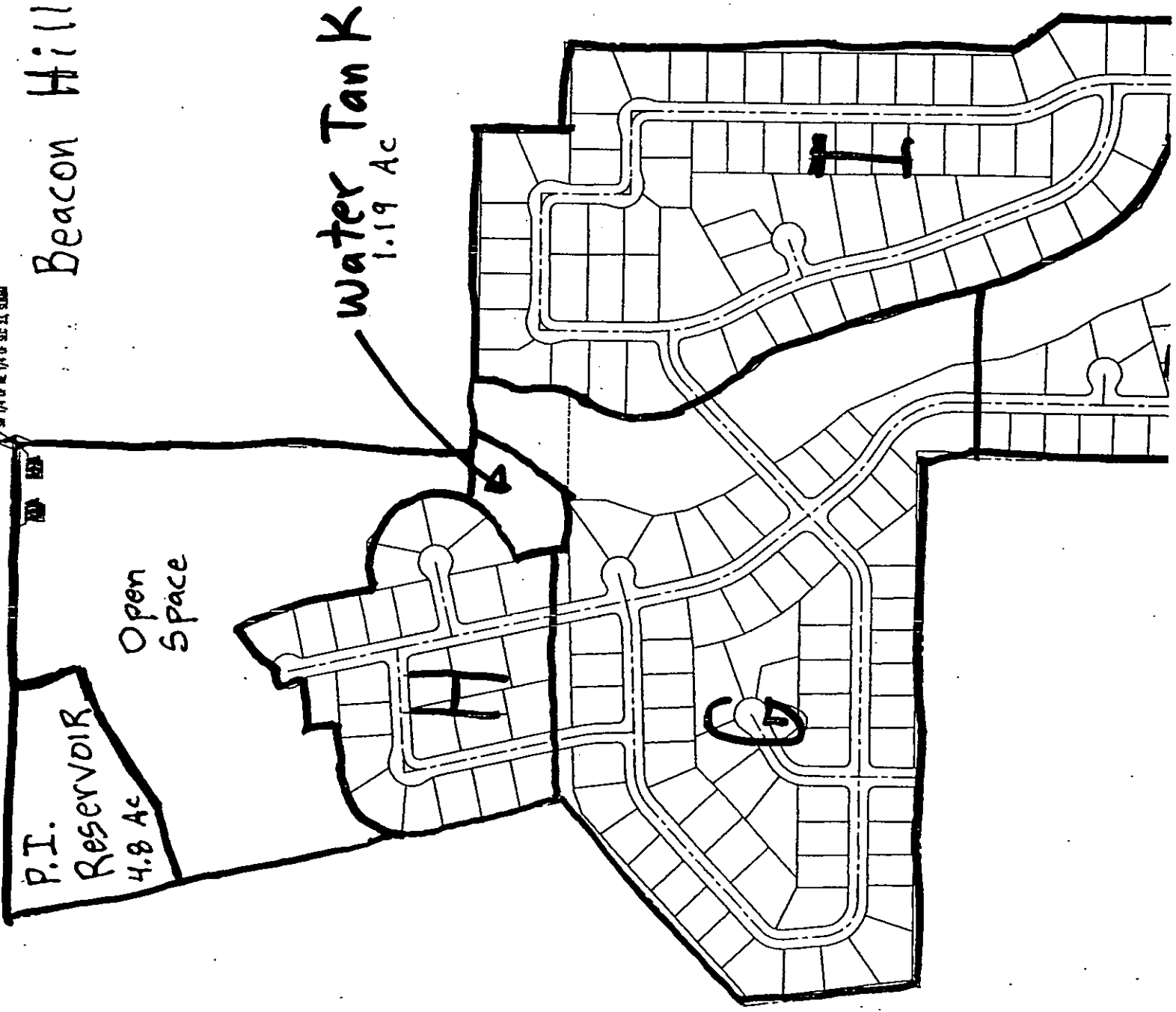


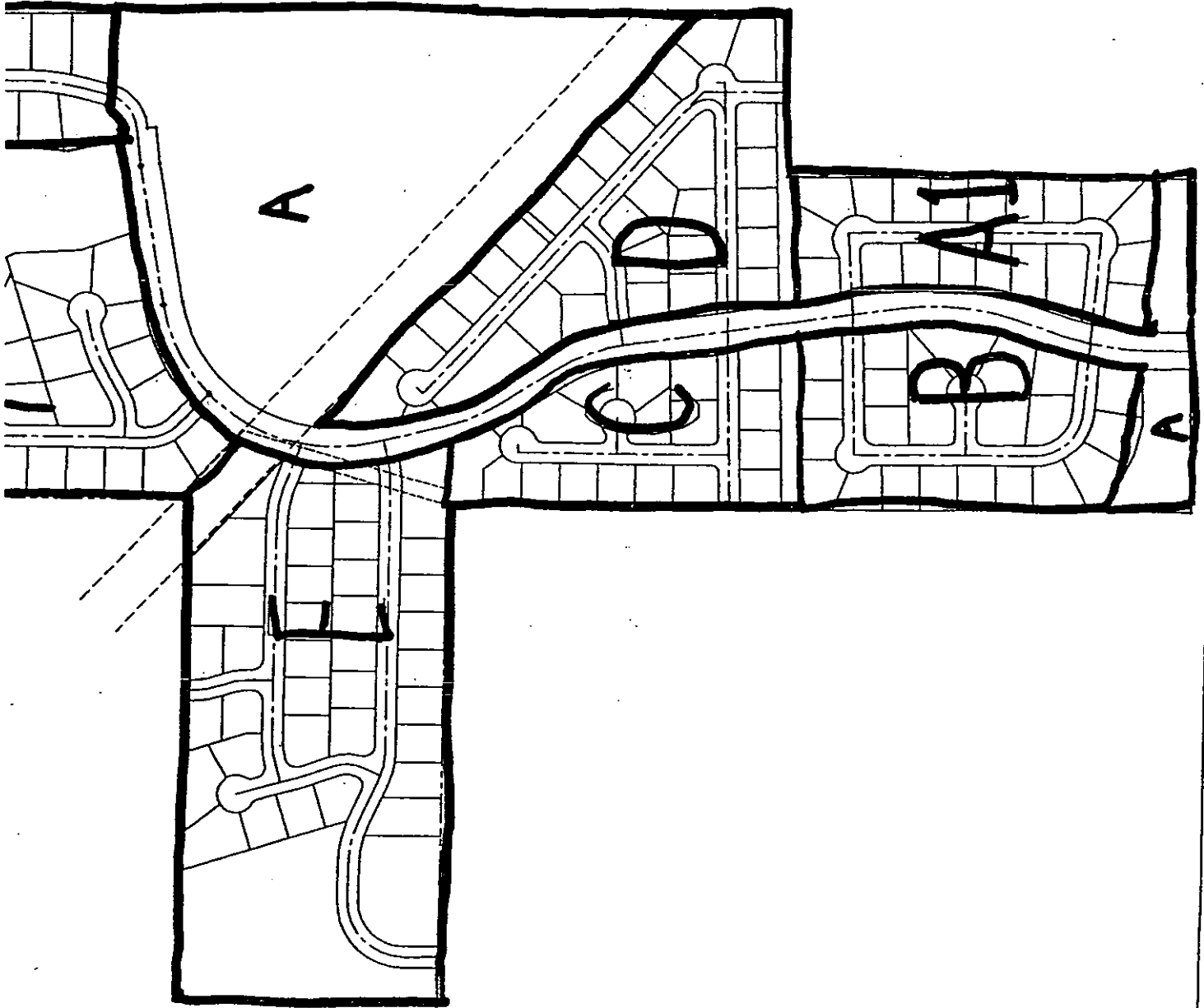
*Julia Martindale*  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

# Beacon Hill The Highlands

SECTION OF THE PLAN OF THE CITY OF SEASIDE







## PHASE A

BEGINNING AT A POINT SOUTH 00°16'20" EAST 1064.832 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 64°03'47" EAST 170.590 FEET; THENCE SOUTH 76°17'55" EAST 85.824 FEET; THENCE NORTH 89°27'55" EAST 148.257 FEET TO A POINT ON A 795.044 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 88°10'21" EAST), THENCE ALONG SAID 795.044 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 15°54'04", A DISTANCE OF 220.645 FEET; THENCE NORTH 17°43'43" EAST 145.948 TO A POINT OF CURVATURE, THENCE ALONG A 635.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°57'27", A DISTANCE OF 287.684 FEET; THENCE NORTH 08°13'45" WEST 725.193 FEET TO A POINT OF CURVATURE, THENCE ALONG A 435.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°30'13", A DISTANCE OF 186.036 FEET; THENCE NORTH 32°43'58" WEST 162.945 FEET TO A POINT OF CURVATURE, THENCE ALONG A 566.153 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE ON 19°01'01", A DISTANCE OF 187.911 FEET; THENCE NORTH 13°42'57" WEST 188.742 FEET TO A POINT OF CURVATURE, THENCE ALONG A 505.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 93°53'09", A DISTANCE OF 827.502 FEET; THENCE NORTH 80°10'12" EAST 377.031 FEET TO A POINT OF CURVATURE, THENCE ALONG A 1050.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°50'38", A DISTANCE OF 107.097 FEET; THENCE SOUTH 03°59'09" EAST 22.000 FEET TO A POINT ON A 72.000 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 03°59'09" WEST), THENCE ALONG SAID 72.000 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 71°58'02", A DISTANCE OF 90.437 FEET; THENCE SOUTH 75°57'11" EAST 56.000 FEET; THENCE NORTH 89°58'28" EAST 207.053 FEET; THENCE SOUTH 00°18'08" EAST 1467.128 FEET; THENCE SOUTH 48°15'13" EAST 0.599 FEET; THENCE SOUTH 00°02'26" EAST 70.797 FEET; THENCE SOUTH 89°53'04" WEST 19.992 FEET; THENCE NORTH 48°12'48" WEST 1488.388 FEET TO A POINT OF A 405.000 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS SOUTH 83°18'32" EAST, THENCE ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 20°24'24", A DISTANCE OF 144.247 FEET; THENCE SOUTH 13°42'57" EAST 188.742 FEET TO A POINT OF CURVATURE; THENCE ALONG A 466.153 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°01'01", A DISTANCE OF 154.720 FEET; THENCE SOUTH 32°43'58" EAST 162.945 FEET TO A POINT OF CURVATURE; THENCE ALONG A 535.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°30'13", A DISTANCE OF 228.803 FEET; THENCE SOUTH 08°13'45" EAST 725.193 FEET TO A POINT OF CURVATURE; THENCE ALONG A 735.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°57'27", A DISTANCE OF OF 332.989 FEET; THENCE SOUTH 17°43'43" WEST 145.948 FEET TO A POINT OF CURVATURE; THENCE ALONG A 695.045 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°03'58", A DISTANCE OF 194.896 FEET; THENCE SOUTH 85°32'51" EAST 413.400 FEET; THENCE SOUTH 00°16'03" EAST 98.912 FEET; THENCE SOUTH 88°28'24" WEST 9.176 FEET; THENCE SOUTH 87°47'42" WEST 47.575 FEET; THENCE SOUTH 87°14'20" WEST 92.763 FEET; THENCE SOUTH 87°48'11" WEST 56.126 FEET; THENCE SOUTH 89°01'54" WEST 96.101 FEET; THENCE SOUTH 89°59'31" WEST 104.998 FEET; THENCE SOUTH 89°14'13" WEST 68.435 FEET; THENCE SOUTH 88°41'41" WEST 45.192 FEET; THENCE NORTH 89°12'26" WEST 47.263 FEET; THENCE SOUTH 89°44'32" WEST 63.144 FEET; THENCE NORTH 88°19'35" WEST 74.899 FEET; THENCE NORTH 87°05'57" WEST 69.178 FEET; THENCE NORTH 83°58'38" WEST 64.526 FEET; THENCE NORTH 86°52'12" WEST 57.880 FEET; THENCE NORTH 00°16'19" WEST 226.041 FEET TO THE POINT OF BEGINNING.

CONTAINS 33.857 ACRES

## PHASE A-1

BEGINNING AT A POINT SOUTH 00°16'20" WEST 257.645 FEET AND NORTH 88°35'25" EAST 555.811 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 88°35'25" EAST 340.892 FEET; THENCE SOUTH 00°16'03" EAST 960.090 FEET; THENCE NORTH 85°32'51" WEST 413.400 FEET TO A POINT ON A 695.045 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 88°20'16" EAST); THENCE NORTHERLY ALONG SAID 695.045 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 16°03'58" A DISTANCE OF 194.895 FEET; THENCE NORTH 17°43'43" EAST 145.948 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A 735.000 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°57'27" A DISTANCE OF 332.989 FEET; THENCE NORTH 08°13'45" WEST 262.793 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.317 ACRES, MORE OR LESS  
19 LOTS

## PHASE B

BEGINNING AT A POINT SOUTH 00°16'20" EAST ALONG THE QUARTER SECTION LINE 258.035 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23 TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 88°35'25" EAST 455.152 FEET; THENCE SOUTH 08°13'45" EAST 274.358 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 635.000 FEET, THROUGH A CENTRAL ANGLE OF 25°57'28" A DISTANCE OF 287.686 FEET; THENCE SOUTH 17°43'43" WEST 145.948 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 795.045 FEET, THROUGH A CENTRAL ANGLE OF 15°54'04" A DISTANCE OF 220.646 FEET; THENCE SOUTH 89°27'55" WEST 148.257 FEET; THENCE NORTH 76°17'55" WEST 85.824 FEET; THENCE NORTH 64°03'47" WEST 170.590 FEET TO A POINT ON THE QUARTER SECTION LINE; THENCE NORTH 00°16'20" WEST ALONG SAID QUARTER SECTION LINE 806.796 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.297 ACRES, MORE OR LESS  
23 LOTS

PHASE C

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°D13'46" EAST ALONG THE QUARTER SECTION LINE 681.309 FEET; THENCE SOUTH 89°D59'21" EAST 162.519 FEET TO A POINT ON A 566.153 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (CENTER BEARS NORTH 76°D17'03"EAST), THROUGH A CENTRAL ANGLE OF 19°D01'01", A DISTANCE OF 187.911 FEET; THENCE SOUTH 32°D43'58" EAST 162.945 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 435.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°D30'13", A DISTANCE OF 186.036 FEET; THENCE SOUTH 08°D13'45" EAST 450.835 FEET; THENCE SOUTH 88°D35'25" WEST 455.152 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00°D16'20" WEST ALONG SAID QUARTER SECTION LINE 258.035 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.498 ACRES  
17 LOTS

## PHASE D

BEGINNING AT A POINT NORTH 00°13'46" EAST 1031.568 FEET AND EAST 204.722 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 48°12'48" EAST 1488.388 FEET; THENCE NORTH 89°53'04" EAST 19.992 FEET; THENCE SOUTH 00°02'26" EAST 20.204 FEET; THENCE SOUTH 00°06'56" EAST 216.885 FEET; THENCE SOUTH 88°08'54" WEST 441.774 FEET; THENCE SOUTH 00°16'03" EAST 24.018 FEET; THENCE SOUTH 88°35'25" WEST 340.892 FEET; THENCE NORTH 08°13'45" WEST 462.400 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 535.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°30'13", A DISTANCE OF 228.803 FEET; THENCE NORTH 32°43'58" WEST 162.945 FEET TO A POINT OF CURVATURE; THENCE A NORTHWESTERLY ALONG THE ARC OF A 466.153 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°01'01", A DISTANCE OF 154.720 FEET; THENCE NORTH 13°42'57" WEST 188.742 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 405.000' RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°24'24", A DISTANCE OF 144.247 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.141 ACRES  
31 LOTS

## PHASE E

BEGINNING AT A POINT NORTH 00°13'46" EAST 681.309 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°59'21" EAST 162.519 FEET; THENCE NORTH 13°42'57" WEST 188.742 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 505.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42°00'18", A DISTANCE OF 370.229 FEET; THENCE NORTH 48°31'30" WEST 209.754 FEET THENCE SOUTH 89°47'37" WEST 1333.572 FEET; THENCE SOUTH 00°17'28" WEST 676.267 FEET; THENCE SOUTH 89°59'21" EAST 1330.475 FEET TO THE POINT OF BEGINNING.

CONTAINS 22.539 ACRES

35 LOTS

## PHASE F

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 00°13'46" EAST 1362.618 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°13'46" EAST ALONG SAID QUARTER SECTION LINE 1214.909 FEET; THENCE SOUTH 89°46'14" EAST 508.170 FEET; THENCE SOUTH 18°26'45" EAST 58.908 FEET; THENCE SOUTH 22°19'09" EAST 133.708 FEET; THENCE SOUTH 26°04'04" EAST 142.288 FEET; THENCE SOUTH 36°42'57" EAST 192.683 FEET; THENCE SOUTH 61°03'26" EAST 114.714 FEET; THENCE SOUTH 75°56'42" EAST 88.706 FEET; THENCE SOUTH 00°16'59" EAST 219.971 FEET; THENCE SOUTH 04°33'24" WEST 120.228 FEET; THENCE SOUTH 10°18'41" EAST 142.735 FEET TO A POINT ON A 1050.000 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 05°49'15" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 1050.000 FOOT RADIUS CURVE, (CENTER BEARS SOUTH 05°49'15" EAST), THROUGH A CENTRAL ANGLE OF 04°00'33", A DISTANCE OF 73.471 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80°10'12" WEST 377.031 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A 505.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°52'51", A DISTANCE OF 457.274 FEET; THENCE NORTH 48°31'30" WEST 209.754 FEET; THENCE SOUTH 89°47'37" WEST 3.795 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.071 ACRES  
32 LOTS

PROPOSED PHASE G

BEGINNING AT A POINT NORTH 00°13'46" EAST 2577.527 FEET FROM THE SOUTH QUARTER CONER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°13'46" EAST 147.709 FEET; THENCE SOUTH 89°21'29" WEST 1,541.892 FEET; THENCE NORTH 06°53'00" WEST 507.184 FEET; THENCE NORTH 46°52'00" EAST 796.00 FEET; THENCE NORTH 12°48'54" WEST 8.152 FEET; THENCE NORTH 69°51'09" EAST 27.857 FEET; THENCE NORTH 87°32'35" EAST 699.059 FEET; THENCE SOUTH 12°35'56" EAST 51.542 FEET; THENCE NORTH 87°37'36" EAST 152.716 FEET; THENCE EAST 327.408 FEET; THENCE SOUTH 29°18'21" WEST 63.872 FEET; THENCE SOUTH 32°55'19" WEST 102.166 FEET; THENCE SOUTH 04°31'01" WEST 64.099 FEET; THENCE SOUTH 18°51'52" EAST 145.715 FEET; THENCE SOUTH 24°14'29" EAST 110.651 FEET; THENCE SOUTH 34°41'54" EAST 109.462 FEET; THENCE SOUTH 45°01'19" EAST 72.795 FEET; THENCE SOUTH 28°06'27" EAST 95.084 FEET; THENCE SOUTH 13°31'32" EAST 230.881 FEET; THENCE SOUTH 19°59'41" EAST 185.625 FEET; THENCE SOUTH 18°26'45" EAST 121.633 FEET; THENCE NORTH 89°46'14" WEST 508.184 FEET TO THE POINT OF BEGINNING.

CONTAINS 42.649 ACRES, MORE OR LESS.



## PROPOSED PHASE H

BEGINNING AT A POINT NORTH 00°13'46" EAST 3816.249 FEET AND SOUTH 87°32'35" WEST 303.575 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 87°32'35" WEST 699.059 FEET; THENCE SOUTH 69°51'09" WEST 27.857 FEET; THENCE NORTH 12°45'57" WEST 459.123 FEET; THENCE NORTH 16°45'43" EAST 121.822 FEET; THENCE NORTH 53°12'20" EAST 107.736 FEET; THENCE NORTH 85°20'32" EAST 200.515 FEET; THENCE NORTH 12°46'00" WEST 99.774 FEET; THENCE NORTH 85°20'32" EAST 147.416 FEET TO A POINT ON A 50.000 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 30°10'04" EAST); THENCE NORTHERLY ALONG SAID 50.000 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 148°26'39" A DISTANCE OF 129.542 FEET; THENCE NORTH 46°12'24" EAST 155.469 FEET; THENCE SOUTH 24°34'47" EAST 183.557 FEET; THENCE SOUTH 12°36'14" EAST 229.220 FEET; THENCE NORTH 84°12'35" EAST 145.156 FEET; THENCE SOUTH 52°58'56" EAST 157.937 FEET; THENCE SOUTH 13°21'17" EAST 134.096 FEET; THENCE SOUTH 28°29'07" WEST 148.440 FEET; THENCE SOUTH 59°13'23" WEST 158.593 FEET; THENCE SOUTH 12°35'56" EAST 105.127 FEET TO THE POINT OF BEGINNING.

CONTAINS 13.636 ACRES, MORE OR LESS.

## PROPOSED PHASE I

BEGINNING AT A POINT NORTH 00°13'46" EAST 4048.124 FEET AND NORTH 89°46'44" EAST 217.638 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°46'44" EAST 744.670 FEET; THENCE SOUTH 00°13'11" EAST 260.253 FEET; THENCE NORTH 89°56'28" EAST 247.490 FEET; THENCE SOUTH 00°03'32" EAST 1,297.660 FEET; THENCE SOUTH 34°59'54" EAST 170.810 FEET; THENCE SOUTH 00°18'08" EAST 776.132 FEET; THENCE SOUTH 89°58'28" WEST 207.053 FEET; THENCE NORTH 75°57'11" WEST 56.000 FEET TO A POINT ON A 72.000 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 75°57'11" WEST); THENCE SOUTHWESTERLY ALONG SAID 72.000 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 71°58'03" A DISTANCE OF 90.437 FEET; THENCE NORTH 03°59'09" WEST 22.000 FEET TO A POINT ON A 1050.000 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 3°59'10" EAST); THENCE ALONG SAID 1050.000 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°50'05", A DISTANCE OF 33.623 FEET; THENCE NORTH 10°18'41" WEST 142.735 FEET; THENCE NORTH 04°33'24" EAST 120.228 FEET; THENCE NORTH 00°16'59" WEST 219.971 FEET; THENCE NORTH 75°56'42" WEST 88.706 FEET; THENCE NORTH 61°03'26" WEST 114.714 FEET; THENCE NORTH 36°42'57" WEST 192.683 FEET; THENCE NORTH 26°04'04" WEST 142.288 FEET; THENCE NORTH 22°19'09" WEST 133.708 FEET; THENCE NORTH 18°26'45" WEST 180.538 FEET; THENCE NORTH 19°59'41" WEST 185.625 FEET; THENCE NORTH 13°31'32" WEST 230.881 FEET; THENCE NORTH 28°06'27" WEST 95.084 FEET; THENCE NORTH 45°01'19" WEST 72.795 FEET; THENCE NORTH 34°41'54" WEST 109.462 FEET; THENCE NORTH 24°14'29" WEST 110.651 FEET; THENCE NORTH 18°51'52" WEST 145.715 FEET; THENCE NORTH 04°31'01" EAST 64.099 FEET; THENCE NORTH 32°55'19" EAST 102.166 FEET; THENCE NORTH 29°18'21" EAST 78.130 FEET; THENCE NORTH 11°19'01" WEST 97.034 FEET; THENCE NORTH 18°26'45" EAST 90.270 FEET; THENCE NORTH 08°19'45" EAST 97.519 FEET TO THE POINT OF BEGINNING.

CONTAINS 42.532 ACRES, MORE OR LESS.

## PROPOSED NORTH OPEN SPACE

BEGINNING AT A POINT NORTH 00°13'46" EAST 4048.124 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°46'38" EAST 217.638 FEET; THENCE SOUTH 08°19'45" WEST 97.519 FEET; THENCE SOUTH 18°26'45" WEST 90.270 FEET; THENCE SOUTH 11°19'01" EAST 97.033 FEET; THENCE SOUTH 29°18'21" WEST 14.262 FEET; THENCE WEST 327.408 FEET; THENCE SOUTH 87°37'36" WEST 152.716 FEET; THENCE NORTH 12°35'56" WEST 156.669 FEET; THENCE NORTH 59°13'23" EAST 158.593 FEET; THENCE NORTH 28°29'07" EAST 148.440 FEET; THENCE NORTH 13°21'17" WEST 134.096 FEET; THENCE NORTH 52°58'56" WEST 157.937 FEET; THENCE SOUTH 84°12'35" WEST 145.156 FEET; THENCE NORTH 12°36'14" WEST 229.220 FEET; THENCE NORTH 24°34'47" WEST 183.556 FEET; THENCE SOUTH 46°12'24" WEST 155.469 FEET TO THE POINT ON A 50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 01°23'17" EAST); THENCE ALONG SAID 50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 148°26'40" A DISTANCE OF 129.542 FEET; THENCE SOUTH 85°20'32" WEST 147.416 FEET; THENCE SOUTH 12°46'00" EAST 99.774 FEET; THENCE SOUTH 85°20'32" WEST 200.515 FEET; THENCE SOUTH 53°12'20" WEST 107.736 FEET; THENCE SOUTH 16°45'43" WEST 121.822 FEET; THENCE NORTH 12°46'00" WEST 1,193.802 FEET; THENCE SOUTH 89°48'21" EAST 1,399.357 FEET; THENCE SOUTH 00°13'46" WEST 1,322.885 FEET TO THE POINT OF BEGINNING.

CONTAINS 32.135 ACRES, MORE OR LESS.