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14
Wyndom Highlands, Phase 3
Lots 301 thru 316
09-304-0301 thru 0316

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 JUL 17 9:46 AM FEE 52.00 DEP D.W.
REC'D FOR GHW DEVELOPMENT INC.

DECLARATION OF PROTECTIVE COVENANTS

FOR

WYNDOM HIGHLANDS PHASE 3

A RESIDENTIAL SUBDIVISION

IN

DAVIS COUNTY, UTAH

IVORY NORTH,
a Utah joint venture

AS DEVELOPER

WHEN RECORDED RETURN TO:

James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109

**DECLARATION OF PROTECTIVE COVENANTS FOR
WYNDOM HIGHLANDS PHASE 3**

RECITALS 3

COVENANTS AND USE RESTRICTIONS 3

1. Definitions. 3

 a. "Assessment" 3

 b. "Association" 4

 c. "Builder" 4

 d. "Committee" 4

 e. "Common Expenses" 4

 f. "Dwelling" 4

 g. "End of Developer Control Period" 4

 h. "Lot" or "Lots" 4

 i. "Owner" or "Owners" 4

 j. "Property" 4

 k. "Subdivision" 4

2. Area of Application 4

3. Right to Expand Application. 4

4. Use Restrictions and Nature of the Project. 4

 a. Residential Purposes. 4

 b. Zoning. 4

 c. Landscaping. 5

 d. Easements. 5

 e. Walls, Fence and Hedges. 5

 f. Slope and Drainage Control. 5

 g. Nuisances. 5

 h. Garbage and Refuse Disposal. 6

 i. Temporary Structures. 6

5. Architectural Issues 6

6. Areas of Common Maintenance Responsibility. 9

7. Common Expenses. 9

8. Collections. 10

9. Interpretation. 10

10. Covenants to Run with Land. 11

11. Enforcement and Right to Recover Attorney's Fees 11

12. Limitation of Liability. 11

13. Amendments. 11

14. Duration 12

EXHIBIT "A" LEGAL DESCRIPTION 14

**DECLARATION OF PROTECTIVE COVENANTS
FOR
WYNDOM HIGHLANDS PHASE 3**

This DECLARATION OF PROTECTIVE COVENANTS for WYNDOM HIGHLANDS PHASE 3, (the "Declaration") is executed by IVORY NORTH, a Utah joint venture, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041 (the "Developer"), with reference to the following:

RECITALS

A. Developer is the owner of certain real property located in Davis County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Developer has subdivided the Property into 16 Lots, to wit: Lots ~~101-116~~, inclusive.
301-316

C. Developer has created a general plan for the development of this Property (the "Master Plan").

D. Developer has established a Master Declaration of Covenants, Conditions and Restrictions governing the Property recorded on the 17 day of October, 1997 as Entry No. 1354515 in Book 2189 at Page 265 of the official records of the County Recorder of Davis County, Utah (the "Master Declaration").

E. Developer has establish this Declaration of Protective Covenants and the Master Declaration in order to enhance and protect the value and attractiveness of the Property, all in accordance with the provisions of the Master Plan.

COVENANTS AND USE RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Developer hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:

a. "Assessment" shall mean a Lot Owner's portion of the Common Expenses or any other amount charged by the Association.

b. "Association" shall mean the Association of Lot Owners at Wyndom Square, a planned unit development.

c. "Builder" shall mean an Owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.

d. "Committee" shall mean and refer to the Management Committee of the Association or where the context so requires the Architectural Review Committee.

e. "Common Expense" shall mean and refer to: all sums lawfully assessed against the Owners in this Subdivision for their share of the cost of the operation, maintenance, repair or replacement of the Detention Basin;

f. "Dwelling" shall mean the detached single family residence, place of habitation, abode or living unit constructed upon a Lot.

g. "End of Developer Control Period" shall mean the time when the Developer has sold all of the Lots and Dwellings in the Subdivision.

h. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.

i. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

j. "Property" shall mean the Subdivision or where the context so requires all of the real property under and subject to the Master Plan.

k. "Subdivision" shall mean WYNDOM HIGHLANDS PHASE 3.

2. Area of Application. This Declaration shall apply to all of the Property.

3. Right to Expand Application. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional approval required.

4. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions which shall govern both the architecture of the Dwellings and the activities permitted therein:

a. Residential Purposes. No Lot shall be used except for single family residential purposes.

b. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the

c. Landscaping. All landscaping, grading and drainage of the land in each Lot shall be completed so as to comply with and not impair all flood control requirements of the Subdivision and the other Lots.

d. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, 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 which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible. In addition, the undersigned hereby grants to the Association of Lot Owners at Wyndom Square, an adjoining planned residential development (shown on Diagram "A," attached hereto and incorporated herein by this reference), in perpetuity, a non-exclusive easement and right-of-way over, across and through the Subdivision for the operation, maintenance, repair and replacement of the Detention Basin as required from time to time.

e. Walls, Fence and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a required front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. No fence, wall, hedge or other similar structure shall be erected in any front yard of any adjoining Lot to a height in excess of six (6) feet any nearer to the street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6) feet in height. The only acceptable fencing materials are wood, masonry vinyl or wrought iron.

f. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer.

g. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the

right of other residents to the quiet and peaceful enjoyment of their property. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used, and currently licensed and registered. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution.

h. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days and then for a period not in excess of twenty-four (24) hours. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials anywhere within the Property is prohibited.

i. Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

5. Architectural Issues. Since aesthetics, the harmony of design, and quality of construction and materials throughout the Subdivision is important, all architectural designs, plans, specifications and construction must be (a) reviewed and approved by the ARC or its designee and (b) consistent with the restrictions set forth herein governing the Subdivision.

a. Architectural Review Committee (the "ARC"). Until the End of the Developer Control Period, the Developer has the sole right and exclusive authority to resolve all architectural issues and may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder as the ARC, which may consist of (a) a single individual, architect or engineer, or (b) a committee comprised of architects, engineers or other persons who may or may not be members of the Association, or (c) the Management Committee or its designee. Any such delegation shall specify the scope of responsibilities delegated, and shall be subject to the irrevocable right of Developer to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Developer determines, in its sole discretion, to be inappropriate or inadvisable. So long as the Developer has the right to resolve all architectural issues, the jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by the Developer. The initial ARC will be made up of Gary M. Wright, Eric Freebairn and Jamie Walker, who shall serve until such time as their successors are qualified and appointed.

b. Transfer of Control of ARC. Upon the End of the Developer Control Period, the Developer shall transfer the right to resolve all architectural issues and control of the ARC to the Association.

c. Procedures for Approval of Plans and Specifications. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the design, harmony of external design with existing structures, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as committee members change over time. In the event that the ARC fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no Dwelling shall be constructed or altered unless it meets the following requirements:

- 1) Only single family residential Dwellings are allowed.
- 2) Height of any Dwelling shall not exceed two (2) stories above ground.
- 3) Each Dwelling shall have a private garage for not less than two (2) automobiles.
- 4) Exterior materials may include any combination of brick, stone, rock, maintenance-free stucco, or maintenance-free aluminum or vinyl siding.
- 5) On the front of each Dwelling, maintenance-free aluminum or vinyl siding will only be allowed for fascia or trim. The balance of the front elevation may include any combination of brick, stone or rock, or maintenance-free stucco.
- 6) Any detached accessory building must conform in design and materials with the primary residential Dwelling.

d. Preliminary Architectural Drawings, Plans and Specifications. The ARC may (but is not obligated to) require, as a minimum, the following:

- 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.
- 2) Floor plans of each floor level to scale.
- 3) Elevations to scale of all sides of the Dwelling.
- 4) One major section through Dwelling.

5) A perspective (optional).

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6) Specifications of all outside materials to be used on the exterior of the Dwelling.

e. Final Plans and Specifications and Working Drawings. The ARC may require, as a minimum, the following:

1) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade 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 on the street.

2) Detailed floor plans.

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

4) Detailed sections, cross and longitudinal.

5) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addendums or riders noting the colors of all materials to be used on the exterior of the Dwelling.

f. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

g. Variance. The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

h. **Limitation of Liability.** Neither the Association, Management Committee, ARC, or any agent thereof, nor Developer or any of its employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Developer, Association, Management Committee and the ARC, their agents, representatives, members and employees harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, costs, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

i. **Enforcement.** Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be nonconforming. Upon written request from the Developer, ARC or Management Committee, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Developer, ARC or Management Committee, or their designee, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser. All costs incurred, together with the interest at the fixed rate of 1.5% per month, shall be treated as an Assessment.

j. **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the Developer, ARC or Management Committee from the Subdivision, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the Developer, Association, Management Committee and ARC, or their officers or directors shall be held liable to any person for exercising the rights granted by this Section.

k. **Standing.** In addition to the foregoing, the Developer and/or Management Committee acting for and in behalf of the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and the decisions of the ARC.

6. **Areas of Common Maintenance Responsibility.** The Area of Common maintenance responsibility is the operation, maintenance, repair and, as necessary, replacement of the Detention Basin.

7. **Common Expenses.** The Common Expenses shall be charged to the Owners equally. Each Owner, upon receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay his portion of the Common Expenses. Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lots owned by it until such time as the occurrence of the earlier of the following: (1) the physical Dwelling structure on the Lot has been

substantially completed, a certificates of permanent occupancy has been issued and the Lot has been sold or rented; or (2) Developer elects in writing to pay the Assessment.

8. Collections. The amount of Common Expenses assessed against each Lot is a debt of the Owner at the time the Assessment is made and is collectible as such. Suit to recover a money judgment for unpaid Common Expenses is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it 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. A late fee in the amount of twenty five and no/100ths Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on payments received more than 10 days after their due date. Default interest at the rate of one and ½ percent (1.5%) per month shall accrue on all delinquent accounts. No Owner may waive or otherwise exempt himself or herself from liability for his portion of the Common Expenses or the payment of any Assessment, fine or other monetary charge provided for herein by the abandonment of his Lot. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the operation, maintenance, repair or replacement of the easements, rights of way or the Detention Basin, or any improvement constructed or installed thereon, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, since the obligation to pay Common Expenses and Assessments is a separate and independent covenant on the part of each Owner. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest in the Property. 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 recording notice of lien, certified mailings or personal service, foreclosure report, reasonable attorney's and trustee's fees, and a reasonable rental for the Dwelling during the pendency of the foreclosure action. The Association 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 Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed or other document of conveyance or transfer to the Lot hereby irrevocably appoints the attorney of the Association, 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.

9. Interpretation. 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 Articles and 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.

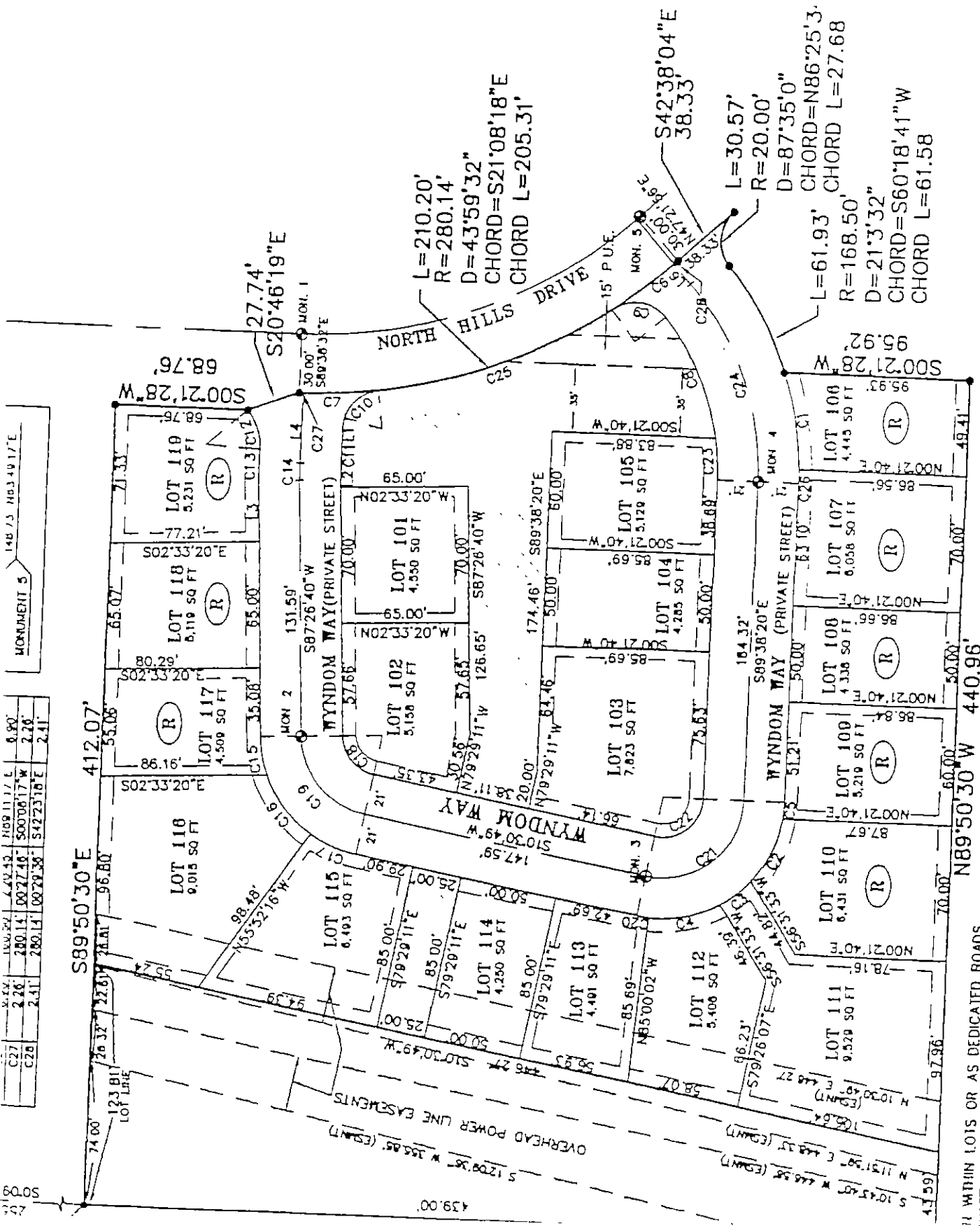
10. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant 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 Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

11. Enforcement and Right to Recover Attorney's Fees. Should the Association or an aggrieved Owner be required to take action to enforce or construe the Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorney's fees, costs and expenses which may arise or accrue.

12. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the Association, are established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Developer or the Association or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The Association and its members shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Association, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

13. Amendments. This Declaration may be amended upon the affirmative written approval of at least 67% of the Owners of the Lots and, on any provisions regarding the Detention Basin, Common Expenses, Assessments and Collections, the additional affirmative approval of at least 67% of the members of the Association. Any amendment shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Davis County, Utah; provided, however, so long as the Developer shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Developer's prior written consent.

DIAGRAM "A"



IF WITHIN LOTS OR AS DEDICATED ROADS PRIVATE ROADS TO BE MAINTAINED AND OWNERS ASSOCIATION

EL TO LOT LINES INDICATE PUBLIC

5', ALL FRONT AND REAR EASEMENTS ARE NOTED

CITY ATTORNEY'S APPROVAL

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

Beginning at a point which is south $0^{\circ}07'20''$ west 486.48 feet along the section line and south $80^{\circ}10'30''$ East 1390.36 feet along the southerly side of State Road 193 and south $0^{\circ}21'28''$ west 265.96 feet from the northwest corner of section 10, township 4 north, range 1 west, Salt Lake base and meridian, Davis County, Utah and running thence south $0^{\circ}21'28''$ west 38.17 feet; thence south $89^{\circ}05'07''$ east 410.44 feet; thence south $0^{\circ}21'28''$ west 466.09 feet to the north line of Wyndom Highlands No. 2; thence north $89^{\circ}05'07''$ west 137.70 feet along said line; thence due south 126.02 feet to the north line of Wyndom Highlands No. 1; thence north $89^{\circ}05'07''$ west 323.11 feet along said line and said line extended; thence north $0^{\circ}21'28''$ east 381.22 feet to a point on a 168.50-foot radius curve to the left; thence easterly along said curve for a distance of 61.93 feet (central angle = $21^{\circ}03'32''$, chord bearing and distance = north $60^{\circ}18'41''$ east 61.58 feet) to a point of reverse curvature to a 20.00-foot radius curve to the right; thence easterly along said curve for a distance of 30.57 feet, (central angle = $87^{\circ}35'00''$, chord bearing and distance = south $86^{\circ}25'34''$ east 27.68 feet); thence north $42^{\circ}38'04''$ west 38.33 feet to a point of curvature to a 280.00-foot radius curve to the right; thence northerly along said curve for a distance of 210.44 feet (central angle = $43^{\circ}03'40''$, chord bearing and distance = north $21^{\circ}06'47''$ west 205.52 feet); thence south $89^{\circ}38'32''$ east 70.00 feet to the point of beginning, containing 5.824 acres.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH $0^{\circ}07'20''$ WEST 486.48 FEET ALONG THE SECTION LINE AND SOUTH $80^{\circ}10'30''$ EAST 1390.36 FEET ALONG THE SOUTHERLY SIDE OF STATE ROAD 193 AND SOUTH $0^{\circ}21'28''$ WEST 266.20 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH $0^{\circ}21'28''$ WEST 37.93 FEET; THENCE SOUTH $89^{\circ}05'07''$ EAST 410.44 FEET; THENCE SOUTH $0^{\circ}21'28''$ WEST 466.09 FEET TO THE NORTH LINE OF WYNDOM HIGHLANDS NO.2; THENCE NORTH $89^{\circ}05'07''$ WEST 137.70 FEET ALONG SAID LINE; THENCE DUE SOUTH 126.02 FEET TO THE NORTH LINE OF WYNDOM HIGHLANDS NO.1; THENCE NORTH $89^{\circ}05'07''$ WEST 323.10 FEET ALONG SAID LINE AND SAID LINE EXTENDED; THENCE NORTH $0^{\circ}21'28''$ EAST 381.21 FEET TO A POINT ON A 168.50-FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE FOR A DISTANCE OF 61.93 FEET (CENTRAL ANGLE = $21^{\circ}03'32''$, CHORD BEARING AND DISTANCE = NORTH $60^{\circ}18'41''$ EAST 61.58 FEET) TO A POINT OF REVERSE CURVATURE TO A 20.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE FOR A DISTANCE OF 30.57 FEET, (CENTRAL ANGLE = $87^{\circ}35'00''$, CHORD BEARING AND DISTANCE = SOUTH $86^{\circ}25'34''$ EAST 27.68 FEET); THENCE NORTH $42^{\circ}38'04''$ WEST 38.33 FEET TO A POINT OF CURVATURE TO A 280.14-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE FOR A DISTANCE OF 210.20 FEET (CENTRAL ANGLE = $42^{\circ}59'32''$, CHORD BEARING AND DISTANCE = NORTH $21^{\circ}08'18''$ WEST 205.31 FEET); THENCE SOUTH $89^{\circ}38'32''$ EAST 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.824 ACRES.