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**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
BROOKWOOD ESTATES SOUTH SUBDIVISION**

"A" 24-41
"B" 42-48

Developed by

SPRING CREEK DEVELOPMENT, INC.
P.O. BOX 511, SPRINGVILLE, UTAH 84663
(801)-489-6502

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BROOKWOOD ESTATES SOUTH SUBDIVISION

THIS DECLARATION made and executed this ___ day of March, 1996, by SPRING CREEK DEVELOPMENT, INC., a Utah corporation with its principal place of business located in Springville City, State of Utah, (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the record owner and contract purchaser of that certain tract of property more particularly described in Article II of this declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE BROOKWOOD ESTATES HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and lien hereinafter set forth.

I. DEFINITIONS

1.1 Association shall mean and refer to the Brookwood Estates Homeowners' Association, a Utah nonprofit organization.

1.2 Board shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3 Common Area shall mean and refer to those areas designated on the Plat, constructed by the Declarant and conveyed to the Association for the recreational enjoyment of the Membership. In some cases reference to Common Areas shall be deemed to include the Landscape and Fence Easements defined below.

1.4 Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

1.5 Development shall at any point in time, mean, refer to, and consist of the Subdivision then in existence.

1.6 Expandable Area shall mean and refer to that portion of property in Exhibit "A" which is not part of the initial Subdivision plat but which is intended to be platted and made a portion of the total development at some future date, including any after acquired property adjacent or abutting the property described in said Exhibit "A", which the Declarant desires to make a part of the development.

1.7 Landscape and Fence Easements shall mean those areas designated on the Plat as such and adjacent to the entrances to the Development in which the Association has retained an easement to install, maintain and control landscaping, fencing and entrance monumentation for the benefit of all Owners of Lots within the Subdivision. The Landscape and Fence Easement shall not be a Common Area, but costs incurred by the Association in maintaining and repairing such areas for the benefit of Members shall be deemed Common Area costs to the extent not assessable to specific Owners.

1.8 Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvement located on or with respect to the Lot concerned which are used in connection with such residence.

1.9 Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single living unit.

1.10 Member shall mean and refer to every person who holds a membership in the Association.

1.11 Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.12 Mortgagee shall mean and refer to the person who is the Owner of record (in the office of the county Recorder of Utah County, Utah) of a fee or an undivided interest in any Lot notwithstanding any applicable theory relating to a mortgage, deed or trust of like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee

under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.14 Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the county Recorder of Utah County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.15 Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or an plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Utah County, Utah. Recorded prior to this Declaration is a Subdivision Plat of Brookwood Estates South Subdivision, and executed and acknowledged by Declarant on _____, 1995, and creating separately numbered lots. Said subdivision plat constitutes a Plat.

1.16 Property shall mean and refer to all of the real property which is covered by a Plat.

1.17 Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

II. PROPERTY DESCRIPTION

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following described real property situated in Utah County, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary

for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (1) to construct a Living Unit on each and every Lot; and (2) to improve the Common Areas with such facilities, including, but limited to roads, recreational facilities, walkways, and various landscaped areas, designed for the use and enjoyment of all the members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby affected shall, unless sooner terminated in accordance with its terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the county Recorder of Utah County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereof; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

III. MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2 Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Declarant shall be the sole Class B Member. The Class B Member shall be entitled to three (3) votes for each platted Lot in which it holds the interest required for Membership in the Association. The Class B Member shall also be entitled to nine (9) votes for each acre of undeveloped expandable area. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member; or

(b) The expiration of Five (5) years after the date on which the last final plat of any expandable area is filed for record in the office of the County Recorder of Utah County, Utah.

3.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1 Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2 Form for Conveyance. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within the BROOKWOOD ESTATES SOUTH SUBDIVISION, Plat "____", as the same is identified in the Plat recorded as Map Filing No. ____, and Entry No. ____, and in the "Declaration of Covenants, Conditions

and Restrictions of Brookwood Estates South Subdivision" recorded in Book ___ at Page ___, of the official records of the Utah County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Utah County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3 Transfer of Title. Declarant agrees to convey to the Association title to the various Common Areas he may construct free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

4.4 Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas and Public Streets shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the Architectural Control Committee to approve and designate the point of access from a Lot to the Public Streets in accordance with the requirements of Article VIII;

(c) The right of the Architectural Control Committee to regulate and enforce parking restrictions upon any Public Street, Lot or Common Areas in accordance with the requirements of Article VIII or as later adopted;

(d) The right of the City of Springville and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(e) The right of the Declarant or the Association to dedicate or transfer all or any part of the Public Streets or Common Areas, and any sewer, water, and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (I) all holders of First Mortgages secured by Lots and (II) by two-thirds (2/3) of the vote of each class of membership which

Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposal shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

V. ASSESSMENTS

5.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including, but not limited to, the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; maintenance, repair and improvements of the Landscape Easement to the extent undertaken by the Association; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation, including the obligation as explained in Section 10.7 herein.

5.3 Maximum Monthly Assessment. As of the date set under Section 5.7, each Lot shall be subject to a monthly assessment of not more than Fifty Dollars (\$50.00). From and after January 1, 1996, the maximum monthly assessment may be increased or decreased as long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

5.4 Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments for the purpose of defraying, in whole or part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

5.5 Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner, occupant or guest of which shall cause any damage to the Common Areas, Public Streets or Landscape Easement necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a), or other provision of this declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorneys' fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

5.6 Uniform Rate of Assessment. Except as provided in Section 5.5 above, monthly and special assessments shall be fixed at a uniform rate for all Lots with the exception of those Lots or expandable areas owned by the Declarant. Declarant shall be exempt from any assessments until such date as Declarant closes and conveys a Lot to an Owner other than Declarant.

5.7 Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter, all monthly assessments shall be due and payable on the first day of the each month. A monthly assessment not paid within Ten (10) days of the due date thereof shall be

deemed late and subject to a late fee of \$5.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notices of the amount and the first due date of the assessment concerned.

5.8 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who, in good faith, rely thereon.

5.9 Effect of Nonpayment: Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessment became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtain by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.10 Tax Collection by County Authorization. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Utah County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Utah County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

5.11 Adjustment for Lots in Planned Unit Development (PUD) . It is understood that the Declarant may at his option develop any of the expandable area as a planned unit development (PUD) wherein the streets, utility systems, or other improvements unique to the PUD may be privately owned and maintained. It is acknowledged that through an Amendment to this Declaration the Declarant will establish the entity (which may or may not be the Board or a subsidiary) to oversee such private areas and the methods with which it will operate, maintain and fund any such private improvements. It is not the intent of this section to segregate the PUD areas from those which are part of a public subdivision. All of the rights, privileges and obligations of a Lot Owner as described in this Declaration shall be extended (but not reciprocal) to the PUD Lot Owner, but with additional burden described above determined by the Declarant's Amendment.

VI. DUTIES AND POWERS OF ASSOCIATION

6.1 Duties of Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) The Association shall accept all Owners as members of the Association.
- (b) The Association shall accept title to all Common Areas conveyed to it by Declarant.
- (c) The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas, including, but not limited to, the maintenance of all exterior trees, shrubs, grass, Private Streets, and other Common Areas improvements. Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

The Association shall have the right, but shall not be obligated, to install, maintain and replace landscaping within the Landscape Easement. Each Owner of a Lot adjacent thereto may nevertheless have an obligation to maintain and provide adequate water or power to sustain all landscaping installed upon such areas at the determination of the Association, i.e. the tree-planting requirement.

As provided in Section 7.13, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including, but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including, but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas or the Landscape Easement as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to Ten (10%) percent of such costs) shall be added to and become part of the Reimbursement assessment (as set forth in Section 5.5) to which such Lot is subject.

(d) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(e) The Association shall obtain and maintain, in force, the policies of insurance required by the provisions of this Declaration.

(f) The Association may employ a responsible corporation, partnership, firm, person, or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any Agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the terms of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and need not be an agent or employee of the Association.

6.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties, under this Declaration, including its duties for maintenance, repair, operation or administration of the Common Areas (and exterior repairs of Living Units to the extent necessitated by the failure of Owners of such Lots) or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (1) to pay and discharge any and all liens placed upon any

Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (II) to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas and Landscape Easements (and exterior repairs of Living Units upon Lots to the extent necessitated by the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.

ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

v. Fire, police and other such protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(c) The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000), or the power to sell, convey, mortgage, or encumber any Common Areas.

6.3 Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) the use of Living Units for business or rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. The Board may also adopt additional Architectural Guidelines for the construction of Living Units. Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 7.15.

6.4 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

6.5 Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "Brookwood Estates South Homeowner's Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear."

(b) A policy or policies insuring the Owners, the Association, and its directors, officer, agents and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenant of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$250,000 for any one person injured; \$1,000,000 for all person injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees,

invitees, and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insure held individually by Owners.

6.6 Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

VII. USE AND BUILDING RESTRICTIONS

7.1 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

7.2 Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit. Home-based businesses (with the exception of the Declarant) shall be allowed only with the approval of the Board and shall be subject to periodic review. Should any such business create a nuisance or otherwise violate any provision herein such approval may be immediately withdrawn. No Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3 Architectural Design Concept. It shall be the intent of the declaration to create a development of traditional style homes which are all of a comparable design, size and value. All homes must exhibit a discernable, historical architectural style. The Declarant or the Architectural Control Committee may require the use of a certain collection of home plans which reflect this intent. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except used brick) with conventional construction methods. Only single-story (rambler), one and one-half story and two-story homes will be allowed. Split-level, bi-level, or multi-level homes or other style homes are not allowed. Log homes and pre-fabricated or pre-constructed homes will not be allowed.

7.4 Building Features and Materials.

(a) Building Location. Each building shall be located such that:

(I) The building shall be located solely within the outer boundaries of the front, rear and side yard setbacks described below and oriented as directed and approved by the Architectural Control Committee in accordance with the provisions of Article VIII.

(II) No dwelling shall be located nearer than 30 feet to any front, rear or side-street lot line. No dwelling shall be located nearer than 8 feet to any side yard lot line. Accessory buildings may not be located within 15 feet of a rear Lot line. No accessory building shall be closer than 10 feet to the side yard lot line of an adjoining Lot.

(III) For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

(IV) Nothing herein shall be construed as permitting the construction of any building within the area of the Landscape Easement, except as provided in Section 7.4

(b) Garages. Each Living Unit shall include an attached garage which must be fully enclosed, side load entry, accommodate a minimum of two but not more than three cars (minimum 400 sq. ft.), and be equipped with an automatic garage door openers. Such garages shall be for the enclosure of the regularly operated vehicles of the residents of the Living Unit, not for storage or other uses which would prevent such enclosure. Carports and other open storage areas are not acceptable. Accessory buildings or detached garages may be allowed only with the approval of the Architectural Control Committee, procedure as outlined below.

(c) Exterior Building Wall Materials. The Architectural Control Committee shall consider each home separately. Requirements establishing acceptable materials, manufacturers and colors shall be based upon the design submitted. The use of any other materials than those approved for such building exteriors shall require the prior specific approval of the Architectural Control Committee. The exterior wall material of each structure shall consist of brick, rock, stucco or siding or a combination thereof and the following general guidelines shall apply:

Brick shall be of the type supplied by Beehive Brick, Salt Lake City, Utah, with emphasis on wood-mold, modular, and imported styles atypical of standard brick commonly used in the area. Keystones, corner quoins or stones and other cast trims will be encouraged based upon design. Rock may be true stone veneer or cultured stone.

Stucco shall be of a high-quality, synthetic stucco finish such as Dryvit or Sto brands. Use of manufacturer warranted methods of installation (i.e. EIFS) is encouraged. Stucco homes shall use pop-out detailing around openings and for trims as designated on approved design.

Siding must be aluminum, steel, vinyl, wood or composite hardboard (e.g. Masonite, Abitibi, etc.) and must be pre-finished, painted or stained and kept maintained. No stained "wood" color or natural wood veneers will be allowed. The ACC shall reserve the right to require the use of certain materials or combinations based upon the design or plan submitted and will limit all-siding designs to facades which traditionally use such material, i.e. Colonial, Victorian, etc. All homes which use siding as a majority of the exterior wall material must exceed the square footage requirement in paragraph (v) below by at least twenty-five per cent (25%). No home shall use siding in place of a more acceptable material in an attempt to reduce costs.

(d) Roof, Soffit and Facia. Roof material shall be restricted to wood shingles or shakes, slate, or tile. "Mission" or "Spanish" style tile roofs are not allowed. A limited number of homes which feature material and color schemes deemed more compatible with Architectural Grade 30-year or 40-year asphalt/fiberglass shingles and which otherwise greatly exceed the minimum building standards may be allowed with specific approval of the Architectural Control Committee. The minimum roof pitch guidelines on all major sections shall be as follows: for single-story homes 8/12 pitch and for 1 1/2 and 2-story homes 6/12 pitch, with all designs and colors of roof (including pitch), soffit and fascia material subject to the approval of the Architectural Control Committee.

(e) 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 approval of the Architectural Control Committee.

(f) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal flues are not acceptable, with the exception of copper.

(g) Mailboxes. Mailboxes shall be provided by each Owner and shall be placed adjacent to the street in a location directed by Springville City and Springville Postmaster. Said mailboxes shall be free standing and shall be constructed of cast materials in a style and design and from a manufacturer as directed by the Architectural Control Committee.

(h) Fences and Walls. Subject to the exceptions set forth below and except as to fences installed by Declarant, fencing shall be installed as desired (and agreed to by adjoining owners) by each Lot Owner on rear and side yards and shall be constructed of brick, split-face block, wrought iron or wood and maintained in accordance with the fence detail requirements set forth by the Architectural Control Committee.

Fences shall not extend in any street setback area or past the front of any Living Unit. Privacy enclosures shall be constructed and maintained in the same manner as other fencing. All fences on a Lot shall be maintained by Owners in the condition originally installed by the Owner or Declarant, or with respect to other fences, as required herein.

(i) Paving. Driveways, walkways and other flat paved areas must be stamped-finish concrete, quarry tile, brick or paving blocks. Asphalt or plain concrete (broom-finish) drives and walks may only be allowed provided they are bordered by one of the above described materials. Gravel or other types of paving areas are not permitted.

(j) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(k) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee.

(l) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roof materials.

(m) Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains, gamecourts shall be approved by the Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt (including basketball standards) shall be located in front or side yard (or street) setback areas. 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 ramps, which structures shall be prohibited.

(n) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(o) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows or walls. Evaporative (swamp) coolers are not allowed. All such equipment is subject to the approval of the Architectural Control Committee.

(p) Gas and Electric Meters. Meter locations are to be designed into the architectures of the dwelling and screened from view.

(q) Exterior Lighting. All exterior site lighting is to be indirect. In addition to the foregoing, Owners shall be permitted to utilize accent and spot lights on their Living Units.

(r) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot.

(s) Site Grading and Drainage. Springville City requires that each Lot Owner retain on his own Lot, water runoff in accordance with the approved site plan submitted at the time of construction in connection with application for building permits.

(t) City and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Architectural Guidelines.

(u) Metal Awnings. Metal awnings, metal "lean-tos," or metal patio covers shall not be permitted on any Lot.

(v) Size and Height of Living Unit.

(1) For Lots 24,25,34,35, Plat "A" and Lots 42-48, Plat "B": Each Living Unit shall have a finished area "foot print" of not less than: (1) 1,800 square feet for a one level structure or (2) 900 square feet for a one and one-half or two level structure with a "total minimum" square footage of 2,100 square feet.

(2) For Lots 26-33 and 36-41, Plat "A": Each Living Unit shall have a finished area "foot print" of not less than: (1) 2,000 square feet for a one level structure or (2) 1,000 square feet for a one and one-half or two level structure with a "total minimum" square footage of 2,400 square feet.

Square footage requirements for the lots contained in the expandable area, will be established by the Declarant in the Amendment to this declaration at the time of the final plat filing for such area, with the minimums not less than those shown as (v)(1) above.

The "foot print" requirements as set forth herein shall be the exterior measured dimensions of the main floor exclusive of the square footage contained within garages, open porches or other unfinished non-living areas and shall be determined by the Architectural Control Committee. The "total minimum" square footage shall be the finished living area above grade, exclusive of garages, open porches, or basements. In addition to the above and in order to meet current Springville City code requirements, Living Units which have less than 1,200 square feet on the main floor must have finished area over the garage or otherwise not directly above the main floor which together with the main floor must total at least 1,200 square feet.

(w) Windows. Every window installed in Brookwood Estates South, including French doors and special transom units but exclusive of below grade basement windows in the

foundation wall, shall be a high quality clad-wood window featuring white exterior (unless otherwise approved) and full grids in the typical pattern. The Declarant or the Architectural Control Committee shall have the right to require the use of certain manufacturers thereof at their discretion.

(x) Window wells. All window wells (area wells) installed in Brookwood Estates South shall be precast concrete and shall be plastered around the top and the outside area left exposed.

(y) Exposed foundation. The exposed area (visible from any side) from the top of finish grade to the top of any foundation or retaining wall shall be no greater than 24 inches and shall be plastered. Any exposed foundation or retaining wall greater than 24 inches must be specifically approved by the Architectural Control Committee.

7.4 Landscaping and Landscape Easement. (a) As more particularly set forth on the Plat, the Association shall retain an easement for landscape and aesthetic purposes where designated on the Plat. Each Owner shall be responsible at his own cost and expense to maintain and water all trees and other landscaping which grow upon the area of such easement, which Declarant may have installed upon such area during development of the Subdivision or which is installed by Owner (or predecessor) after approval by the Architectural Control Committee in accordance with the requirements of Section 8.2. All trees, shrubs, and other vegetation to be installed upon such Landscape Easement shall be approved by the Architectural Control Committee prior to installation. The addition to, modification of, or removal of trees and other vegetation, without the prior approval of the Architectural Control Committee shall be deemed a violation of the requirements of Owner to maintain such area and the Architectural Control Committee shall have the right to require Owner to restore such area to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property including the development of Common Areas and the installations of utilities serving the Subdivision.

(b) The Declarant or the Architectural Control Committee will establish a tree-planting requirement for the area directly behind the sidewalk of each lot for the purpose of achieving a "tree-lined" street appearance. Declarant shall have the option of planting said trees at his discretion at any time. This will include identifying the size, type and spacing of said trees on the approved landscaping plan submitted for each lot.

(c) The following types of trees are recommended and suggested for incorporation into landscape designs for all Lots: (1) Blue Spruce trees; (2) Maple trees; (3) Honey Locust trees; and (4) Sycamore trees.

7.5 General Parking and Recreational Vehicles. No boats, trailers, large trucks and commercial vehicles belonging to owners or other residents of the Property shall be parked or stored within the Development, except temporary parking not to exceed forty-eight (48) hours. Any motor or recreational vehicle stored or continuously parked within the development must be kept in an enclosed garage or behind street set-backs. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Public Street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles.

7.6 Pets. No animals other than a reasonable number of household pets shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

7.7 Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

- a. Vehicular and pedestrian access to and from and movement within the development, and space for temporary vehicular parking.
- b. Recreational use by Owners and occupants of Living Units and their guests.
- c. Beautification of the Development.
- d. Privacy for the Owners and occupants of Living Units.
- e. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Architectural Control Committee.
- f. Flood retention as required by Springville City.

7.8 Insurance. No use shall be made of any Living Unit which shall cause the improvement within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as "Homeowners' Special Form Coverage" (Form 3, or better).

7.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

7.10 Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.11 Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

7.12 Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

7.13 Signs. No signs whatsoever (including, without limitation, political signs but exclusive of the signs of the Declarant) shall be erected or maintained on any Lot, except:

- a. Such signs as may be required by legal proceedings.
- b. Construction identification signs of a combined total face area of four hundred thirty-two (432) square inches or less for each Living Unit.
- c. A "For Sale" or "For Rent" sign, to the extent permitted by the Board.

7.14 Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Control Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Owner must at all times and at his expense provide garbage cans and plastic liners therefor.

7.15 Enforcement of Land Use Restriction. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the Property;
- b. Any Owner, so long as the Association has not specifically approved or allowed the subject of the objection; or
- c. The Association.
- d. Springville City, but only with regard to the matters set forth in Section 10.8 hereof.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorneys' fees.

7.16 Exception for Declarant. Notwithstanding the restrictions contained in this Article I, for the ten (10) years following the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

VIII. ARCHITECTURAL CONTROL

8.1 Architectural Control Committee. The Board of Directors of the Association shall appoint a three-member Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

8.2 Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Architectural Guidelines which shall be from time to time adopted by the Board.

8.3 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgement to ensure that all

improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4 Approval Procedure. Any plans and specifications submitted to the Committee shall be accompanied by a form provided by the Committee and in duplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, and the remaining set of plans will be returned to the property Owner.

The following architectural review fees (made payable to the Association) are required with the submittal of plans and specifications: \$150.00 for architectural, landscaping, fencing and lighting drawings.

All plans and specifications shall be approved or disapproved by it in writing within fifteen (15) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

8.5 Bond/Security Deposit. The Architectural Control Committee will require that an Owner post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the Architectural Control Committee, in the amount of \$1,500.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the Architectural Control Committee.

The deposit is intended to assure compliance with the approved plans and specification and the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements.

8.6 Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within Brookwood Estates South shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Spring Creek Development, Inc.
772 South 1450 East
Springville, UT 84663

The Board of Directors of Brookwood Estates South Homeowners Association has the authority to change the address for the submittal of plans and specifications.

8.7 Construction. (a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(1) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(2) The front yard (and any street side-yard) of each Lot shall be landscaped within a period of thirty days following completion or occupancy of the Living Unit, provided however that such completion or occupancy occurs during the period May 1st to September 1st. Each Living Unit completed or occupied at other times during the year must meet this requirement by the following May 30th.

(3) Side and rear yards shall be landscaped within one (1) year following completion or occupancy of each dwelling.

If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the activity.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Each builder must provide a dumpster for this purpose or insure that trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Light-weight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot or in the development. During the construction period, each construction site shall be kept neat and any trash or construction materials shall be promptly removed from public or private roads, open spaces and driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

Construction crews shall not park on, or otherwise use or cross, other lots or any open space. All construction vehicles and machinery shall access the development and be parked only in areas designated by the Architectural Control Committee.

8.8 Liability for Damages. The Committee shall not be held responsible for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made to this Article VIII.

8.9 Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the ten (10) year period following the date on which the final Amendment to this Declaration

for the remaining expandable area is filed for record in the office of the County Recorder of Utah County, Utah.

8.10 Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (1) shall be architecturally compatible with respect to one another; and (2) that on or before ten (10) years from the date on which the final Amendment to this Declaration for the remaining expandable area is filed for record in the office of the County Recorder of Utah County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat. This excludes, however any intended improvements (Clubhouse and Pool) currently pending governmental approval.

IX. RIGHTS OF FIRST MORTGAGE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1 Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

9.2 Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission, or otherwise:

- (a) To abandon or terminate the Project or to abandon or terminate the arrangement which was established by the Declarant and the Plat of the Project;
- (b) To partition or subdivide any Lot or the Common Areas;
- (c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas; or
- (d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

9.3 Notice of Substantial Damage or Destruction. The Association shall notify all holders of any first mortgage lien or equivalent security interest on a Lot in writing in the

event that there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

9.4 Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.

9.5 Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.6 Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 1, Article V shall be subordinate to the lien of any First Mortgage upon such Lot; and the holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of such First Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments for charges to all Lot including the mortgage Lot.

9.7 Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

9.8 Mortgagees' Rights to Inspect Association Records. The holders of First Mortgages shall have the right upon reasonable notice and during business hours to inspect and copy at their own expense all books and financial records of the Association.

X. MISCELLANEOUS

10.1 Notices. Any notice required or permitted to be given to any owner or Member under the provisions of this Declaration shall be deemed to have been properly

furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

10.2 Amendment. Subject to the provisions of Section 2, Article VIII of this Declaration, any amendment hereto shall require (1) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists, (2) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A Membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meetings, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of the instrument executed by the President or Vice President of the Association and by the Declarant, if the Class B Membership then exists, and shall also be approved by the Springville City Attorney. In such instrument, the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

10.3 Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of the Section 10.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 10.3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4 Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

10.5 Declarant's Rights Assignable. All or any portions of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

10.6 Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriated public agency or authority to be used for purposes similar to those provided for in the By-Laws, the Articles of Incorporation of this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep for the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7 Enforcement by City. In addition to the other responsibilities of the Association as set forth in this Declaration, the Association may be responsible for repairing, replacing and maintaining the street lighting and signage systems installed by the Declarant which are inconsistent with city standards.

If the Association fails to perform the responsibilities set forth in this Section, Springville City shall have the right, but not the obligation, upon giving the Association thirty (30) days written notice, to correct any such failure. All costs reasonably incurred by Springville City in so doing shall be immediately reimbursed by the Association. If any such costs are not reimbursed within thirty days following demand therefor by Springville City, Springville City shall be entitled to a lien for the pro rata portion of such costs against all Lots in the Subdivision.

10.8 Non-Disturbance and Estoppel Agreement. Any and all parties who hereafter own or acquire any interest in a Lot or in the Common Areas hereby agree that they shall not object, interfere, impede or otherwise attempt to prevent the Declarant from developing the expandable area in the manner he desires. In addition this shall include any real property that the Declarant hereinafter acquires that is adjacent or abutting the area described in Exhibit "A" and that the Declarant desires to make a part of the development. It is also understood that the Declarant may attempt to have such area or portions of it developed as a private planned unit development (PUD).

10.9 Interpretation. 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. Where the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.10 Reservation of the Right to Buy. In the event that construction of a Living Unit is not commenced within five (5) years from the date of closing of a sale of a Lot by Declarant to an Owner and notwithstanding that such Lot may be owned by an Owner who did not purchase the Lot directly from Declarant, Declarant shall have the right to repurchase such Lot upon the same terms and conditions, including, but not limited to purchase price, as such Lot was originally sold by Declarant. In the event that Declarant elects to repurchase a Lot pursuant to the provisions of this Section 10.10, Declarant shall give written notice of its election to the then Owner of such Lot and such repurchase shall be closed within sixty (60) days after the date of such notice at a location acceptable to the Declarant. Declarant's right to repurchase any Lot within the Development shall automatically terminate ten (10) years from the date of recording of this Declaration, provided that Declarant shall have the right to close the repurchase of any Lot for which notice of repurchase has been given to the Owner prior to the expiration of ten (10) years from recording.

10.11 Property Part of Development. The Property shall comprise the Brookwood Estates South Subdivision.

10.12 Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.13 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

SPRING CREEK DEVELOPMENT, INC.

Matthew A. Mecham Pres.
by MATTHEW A. MECHAM, President

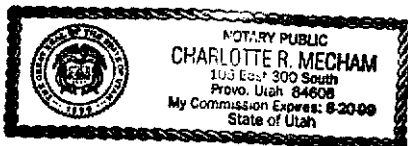
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 29th day of March, 1996, personally appeared before me MATTHEW A. MECHAM, who being by me duly sworn, did say that he is the President of SPRING CREEK DEVELOPMENT, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its By-laws or a resolution of its Board of Directors, and said MATTHEW A. MECHAM acknowledged to me that said corporation executed the same.

Charlotte R. Mecham
NOTARY PUBLIC
Residing at: Provo, Utah

My Commission Expires:

8-20-99



INITIAL DEVELOPMENT

MATT MECHAM
PROPERTY DESCRIPTION
SPRINGVILLE, UTAH
12-9-94

ENT 16095 BK 4206 PG 54

FIRST TEN-ACRE PARCEL

Commencing at a point located North 01°20'15" West along the Section line 174.80 feet and West 25.61 feet from the East quarter corner of Section 3, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 03°58'11" East 8.80 feet; thence South 01°47'33" East along the Westerly boundary of 1700 East Street, 585.68 feet; thence along the arc of a 15.00 foot radius curve to the left 23.50 feet (chord bears North 46°40'39" West 21.17 feet); thence South 88°26'15" West 145.18 feet; thence along the arc of a 628.00 foot radius curve to the right 138.72 feet (chord bears North 85°14'04" West 138.44 feet); thence North 11°05'37" East 56.00 feet; thence along the arc of a 572.00 foot radius curve to the right 42.97 feet (chord bears North 76°45'15" West 42.96 feet); thence North 15°23'52" East 130.76 feet; thence North 75°23'10" West 93.19 feet; thence North 60°54'45" West 389.04 feet; thence South 19°59'00" West 28.06 feet; thence North 70°01'00" West 56.00 feet; thence South 19°59'00" West 90.61 feet; thence North 70°01'00" West 137.60 feet; thence North 23°29'00" East along the Easterly boundary of Pheasant Run Subdivision, Plat "B" 148.52 feet; thence South 76°57'00" East along Pheasant Run Subdivision, Plat "B", 8.60 feet; thence North 19°59'00" East along the Easterly boundary of Pheasant Run Subdivision, Plat "B", 133.88 feet; thence North 20°19'00" East along the Easterly boundary of Pheasant Run Subdivision, Plat "B" 251.92 feet; thence South 70°23'00" East along the Southerly boundary of 900 South Street 157.58 feet; thence along the arc of a 1110.98 foot radius curve to the right along the Southerly boundary of 900 South Street, 296.24 feet (chord bears South 62°44'40" East 295.36 feet); thence along the arc of a 525.00 foot radius curve to the left along the Southerly boundary of 900 South Street 324.48 feet (chord bears South 72°48'42" East 319.34 feet); thence North 89°28'56" East 11.68 feet to the point of beginning.

AREA = 10.00 ACRES

CONTINUED

EXPANDABLE AREA

MATT MECHAM
 PROPERTY DESCRIPTION
 SPRINGVILLE, UTAH
 1-2-96

ENT. 16095 BK 4206 PG 55

AMENDED SECOND TEN-ACRE PARCEL

Commencing at a point located South 01°12'45" East along the Section line 419.46 feet and West 19.64 feet from the East quarter corner of Section 3, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 01°47'33" East 261.05 feet; thence South 04°45'01" West 175.52 feet; thence South 09°47'13" West 81.99 feet; thence North 68°47'16" West 185.39 feet; thence North 60°17'01" West 119.72 feet; thence North 0°54'29" West 75.50 feet; thence North 01°47'33" West 211.34 feet; thence North 73°53'24" West 170.22 feet; thence North 29°05'15" East 14.34 feet; thence North 60°54'45" West 120.00 feet; thence South 29°05'15" West 69.28 feet; thence along the arc of an 80.00 foot radius curve to the left 33.43 feet (chord bears South 17°06'56" West 33.19 feet); thence North 84°51'22" West 56.00 feet; thence along the arc of a 136.00 foot radius curve to the left 35.50 feet (chord bears South 02°19'59" East 35.40 feet); thence South 80°11'23" West 177.76 feet; thence North 06°37'03" West 45.20 feet; thence along the arc of a 50.00 foot radius curve to the left 25.84 feet (chord bears North 21°25'21" West 25.55 feet); thence along the arc of a 75.00 foot radius curve to the left 54.65 feet (chord bears North 57°06'11" West 53.45 feet); thence North 77°58'44" West 197.97 feet; thence North 13°36'00" East 78.83 feet; thence North 21°53'00" East 172.75 feet; thence North 23°29'00" East 155.47 feet; thence South 70°01'00" East 137.60 feet; thence North 19°59'00" East 90.61 feet; thence South 70°01'00" East 56.00 feet; thence North 19°59'00" East 28.06 feet; thence South 60°54'45" East 389.04 feet; thence South 75°23'10" East 93.19 feet; thence South 15°23'52" West 130.76 feet; thence along the arc of a 572.00 foot radius curve to the left 42.97 feet (chord bears South 76°45'15" East 42.96 feet); thence South 11°05'37" West 56.00 feet; thence along the arc of a 628.00 foot radius curve to the left 138.72 feet (chord bears South 85°14'04" East 138.44 feet); thence North 88°26'15" East 145.18 feet; thence along the arc of a 15.00 foot radius curve to the right 23.50 feet (chord bears South 46°40'39" East 21.17 feet) to the point of beginning.

AREA = 10.00 ACRES

Continued

MATT MECHAM
 PROPERTY DESCRIPTION
 SPRINGVILLE, UTAH
 1-2-96

EXPANDABLE AREA

ENT 16095 BK 4206 PG 56

AMENDED REMAINDER PARCEL

Commencing at a point located South 01°12'45" East along the Section line 522.96 feet and West 326.75 feet from the East quarter corner of Section 3, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 01°47'33" East 211.34 feet; thence South 0°54'29" East 75.50 feet; thence South 60°17'01" East 119.72 feet; thence South 68°47'16" East 185.39 feet; thence South 09°47'13" West 96.38 feet; thence along the arc of a 19,003.60 foot radius curve to the right 300.65 feet (chord bears South 0°48'44" East 300.65 feet); thence South 75°20'00" West 112.29 feet; thence North 31°26'13" West 162.31 feet; thence North 34°05'34" West 78.14 feet; thence along the arc of a 50.00 foot radius curve to the left 24.16 feet (chord bears North 47°56'06" West 23.92 feet); thence North 61°46'37" West 123.11 feet; thence North 60°17'01" West 109.27 feet; thence North 48°58'19" West 112.69 feet; thence along the arc of a 100.00 foot radius curve to the right 26.41 feet (chord bears North 41°24'23" West 26.33 feet); thence North 33°50'27" West 60.38 feet; thence along the arc of a 50.00 foot radius curve to the left 26.63 feet (chord bears North 49°06'04" West 26.32 feet); thence North 64°21'40" West 30.81 feet; thence along the arc of a 50.00 foot radius curve to the left 30.42 feet (chord bears North 81°47'28" West 29.95 feet); thence South 80°46'44" West 57.78 feet; thence along the arc of a 59.07 foot radius curve to the right 82.95 feet (chord bears North 58°59'41" West 76.30 feet); thence North 18°46'05" West 123.83 feet; thence along the arc of a 50.00 foot radius curve to the right 44.83 feet (chord bears North 06°55'10" East 43.35 feet); thence North 32°36'24" East 26.01 feet; thence along the arc of a 75.00 foot radius curve to the left 51.34 feet (chord bears North 12°59'41" East 50.35 feet); thence North 06°37'03" West 30.98 feet; thence North 80°11'23" East 177.76 feet; thence along the arc of a 136.00 foot radius curve to the right 35.50 feet (chord bears North 02°19'59" West 35.40 feet); thence South 84°51'22" East 56.00 feet; thence along the arc of an 80.00 foot radius curve to the right 33.43 feet (chord bears North 17°06'56" East 33.19 feet); thence North 29°05'15" East 69.28 feet; thence South 60°54'45" East 120.00 feet; thence South 29°05'15" West 14.34 feet; thence South 73°53'24" East 170.22 feet to the point of beginning.

AREA = 8.30 ACRES