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WHEN RECORDED RETURN TO:

Redevelopment Agency of South Salt Lake
#17 - 2525 South Main
South Salt Lake, Utah 84115

note

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02 FEBRUARY 88 10:03 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
REDEVELOPMENT AGENCY OF SOUTH SALT LA
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKE MEADOWS SUBDIVISION
(PHASE I AND II)

THIS DECLARATION, made this 6th day of November, 1987,
by The Developer and the Redevelopment Agency of the South Salt
Lake, hereinafter collectively referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in
the County of Salt Lake, State of Utah, which it is subdividing
contemporaneously with the recording hereof, described as:

Lots 1 through 8, 21, 23 through 31, and 33 through 40
Creeke Meadows Subdivision as shown by the official plats
thereof recorded in the Office of the Recorder of Salt
Lake County, Utah.

WHEREAS, Declarant has deemed it desirable to impose a
general plan for the improvement and development of said property
and the adoption and establishment of covenants, conditions and
restrictions upon said real property and each and every lot and
portion thereof contained therein and upon the use, occupancy
and enjoyment thereof, all for the purpose of enhancing and
protecting the value, desirability, and attractiveness of said
property,

WHEREAS, Declarant has deemed it desirable for the efficient
preservation of the value, desirability and attractiveness of the
portion of said tract, pursuant to the provisions of this
Declaration, to create an incorporated association to be known as
the "Creeke Meadows Homeowners Association" to which should be
delegated and assigned the powers of maintaining and administering
the common area and administering and enforcing these covenants,
conditions and restrictions and collecting and disbursing funds
pursuant to the assessment and charges hereinafter created and
referred to; and

WHEREAS, Declarant has deemed it advisable that, at
Declarant's option certain additional real property owned by
Declarant be subject to the aforesaid general plan of development
and that the subsequent owners of such additional land be members
of such incorporated association, all for the mutual benefit of all
owners of real property in the Subdivision, as defined below.

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NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above hereof shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns, and for the benefit of Declarant. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in this Declaration are defined as follows:

Section 1. "Association" shall mean and refer to Creeke Meadows Homeowner's Association, an incorporated homeowner's association, its successors and assigns.

Section 2. "Committee" or "Architectural Control Committee" shall mean and refer to the Committee to be formed by the Association to maintain the Common Areas, enforce this Declaration and otherwise execute the rights and obligations of the Association.

Section 3. "Common Area" and "Common Facilities" shall mean any and all real and personal property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Common Expenses" shall mean and refer to all sums which are expended by the Association on behalf of all the Owners and all sums which are required by the Committee to perform or exercise its functions, duties or rights hereunder and under such rules and regulations as the Committee may from time to time make and adopt.

Section 5. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision regardless of whether such Plat is the original Plat filed herewith or a Plat recorded pursuant to Article IX.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title

to any Lot which is a part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to The Developer and the Redevelopment Agency of South Salt Lake City and their successors and assigns; provided that the rights of Redevelopment Agency as Declarant shall cease on January 22, 2011.

Section 8. "Deed of Trust" shall mean the conveyances of any lot or other portion of the property to secure the performance of an obligation whether in the form of a trust deed or mortgage.

Section 9. "Subdivision" or "Creeke Meadows Subdivision" shall mean the Creeke Meadows Subdivision, according to the official plat thereof as recorded in the office of the County Recorder of Salt Lake County, State of Utah as the same currently exists and as it may hereafter be amended, whether pursuant to Article IX or otherwise.

Section 10. "Flood Basin" shall mean those common areas of the Subdivision so designated on the Plat for use for flood control and storm water runoff control purposes.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each Owner, as defined herein, shall automatically be a member of the Association as an appurtenance to the fee simple title to a Lot. Whether or not so stated in any conveyance transferring fee simple title to a Lot, such conveyance shall also convey membership in the Association. Membership may not be severed from the Lots. The terms and provisions of this Declaration are binding upon all Owners but are not exclusive, as the Owner shall, in addition, be subject to the terms and provisions of reasonable By-Laws adopted by the Association and rules and regulations adopted by the Committee.

Section 2. Voting Rights. The association shall have two (2) classes of voting membership.

Class A. Class A Owners shall be all of the Owners as defined hereinabove with the exception of the Declarant. Each Lot owned by Class A Owners shall be entitled to one (1) vote. When more than one Owner holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Owners shall be the Declarant. Each Lot owned by a Class B Owner shall be entitled to three (3) votes.

All voting rights shall be subject to the restrictions and limitations provided herein and any adopted by the Association.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) The right of the Committee to establish uniform rules and regulations pertaining to the use of the Common Area.

b) The right of the Association, in accordance with its By-Laws, if any, to borrow money for the purpose of improving the Common Area and to mortgage said property, provided that the rights of any mortgagee shall be subordinate to the rights of the Owners.

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a two-thirds majority vote of the Owners. Notwithstanding the above, the Declarant as long as it is an Owner reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

d) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of the Lots. No such use by Declarant shall otherwise restrict the Owners in their use and enjoyment of the common areas.

Section 2. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area or by abandonment of his Lot.

Section 3. Description of Title to the Common Area. The Common Area shall consist of such part, if any, of the real property described on the official plat of the Subdivision as is not contained in any Lot or in any dedicated right of way, together with the Flood Basin, cul-de-sac planters, the perimeter

fencing on the Subdivision and any additional property so designated by Declarant. The Declarant hereby covenants for itself, its successors and assigns, that in the event it designates any additional property as a Common Area, that it will convey fee simple title or rights-of-way to such Common Areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. The Owners of each Lot shall be deemed to own a fractional undivided interest in the Common Area as tenants in common with the other Owners. Such fractional interest is subject to adjustment from time to time to reflect the number of Lots in the Subdivision, but at any point in time shall equal one divided by the number of Lots then included in the Subdivision. Accordingly, until such time as additional Lots are added to the Subdivision pursuant to Article IX, the Owners of each Lot shall have a one-eighth (1/8) interest in the Common Areas.

Section 4. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the property as common area.

Section 5. Certain portions of the Common Areas shall be subject to the Easement and Restrictive Covenants attached hereto as Exhibit "B".

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Class A Owner, by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of enforcing this Declaration, preserving property values within the Subdivision, promoting the recreation, health, safety and welfare of the Owners and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose in the Subdivision.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Committee pursuant to the By-Laws of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Unless otherwise specified in the By-Laws, assessments shall be based on a calendar year budget and shall be payable quarterly. Written notice of the amount of an assessment shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Committee may levy special assessments for the purpose of defraying, in whole or in part, the costs of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined votes of both classes of Owners entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. The foregoing provision shall not preclude the Committee, in determining the level of regular assessments, from establishing reserves for the replacement of improvements on common areas, which reserves will be funded ratably over the improvements' estimated life.

Section 5. Uniform Rate of Assessments. Both regular and special assessments shall be fixed at a uniform rate for all Lots owned by Class A Owners and non-exempt Lots owned by Class B Owners may be collected monthly or at such other times as the Committee may determine.

Section 6. Date of Commencement of Regular Assessments. The regular assessments provided for herein shall commence as to each Lot on the first day of the month following the sale of such lot to a Class A Owner and the contract sale of such Lot to a person other than a Class B Owner.

Section 7. Certificate of Payment. The Committee shall, upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Committee, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the committee for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the common area, if any; and (c) all Lots owned by Class B Owners, provided that any such Lot shall not be exempt during any time when it is subject to a binding contract of sale to a person other than a Class B Owner which obligates such person to pay assessments hereunder.

ARTICLE V

NON-PAYMENT OF ASSESSMENT

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Committee may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Committee, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Committee may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment the late charge and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and costs and a reasonable attorneys' fee, together with the costs of action. Each owner vests in the Committee, in the name of the Association, the right and power to bring all actions at law or in equity against all proper parties for the collection of such delinquent assessments and enforcement of the provisions of the Declaration.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien less than thirty (30) days after the date a notice of claim of lien is recorded in the official records of Salt Lake County and a copy thereof deposited in the United States mail, certified or registered, to the Owner of said Lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens and mortgages. The Association, through the Committee or other duly authorized agents, shall have the power to bid on the lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 3. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Committee are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Committee, but not to exceed \$25.00, to cover the costs of preparing and filing or recording of such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 4. Cumulative Remedies. The assessment lien and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 5. Subordination of Assessment Liens. If any unit subject to a monetary lien created by any provision hereof shall be subject to the lien of a Deed of Trust recorded prior to the recording of the Association's notice of lien, then: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Deed of Trust; and (2) the transferee, upon the foreclosure such Deed of Trust; and (2) the transferee, upon the foreclosure of the lien of Deed of Trust or the acceptance of a deed in lieu of foreclosure of the Deed of Trust shall take title free of such monetary lien, but not free of the obligation for assessments accruing after such transfer.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Statement of Intent. It is the intent of Declarant that the subsequent ownership, use and operation of the Lots shall not adversely affect the architectural (both landscape and structural) integrity and aesthetics of each individual Lot and the Subdivision as a whole. It is the intent of Declarant that the architectural and landscape elements of each lot remain throughout the term of this Declaration essentially as they were at the time of the original conveyance by Declarant, and on which the original zoning for the Subdivision was based.

Section 2. Approval by Committee. No Owner shall, except with the prior approval of the Committee, in accordance with this Article, do or perform or cause to be done or performed any of the following: (1) commence, erect or maintain any building, fence, wall or other structure or improvement on his Lot other than as originally conveyed by Declarant; (2) make any exterior addition, change or alteration to any structure or improvement on the Lot; (3) move, remove or add to any tree, shrub or other landscaping element on Common Area, including the Flood Basin, or on the portions of a Lot visible from a street or located below elevation 4262; (4) fail to replace within a reasonable time any tree or shrub on the portions of a Lot visible from a street or located below elevation 4262 which is removed through natural processes; (5) paint or stain any exterior surface of a building, fence or wall on a Lot other than in a color on an approved list maintained by the committee; (6) replace, repair or modify the fencing separating a Lot from the Flood Basin except in accordance with written guidelines established by the Committee.

Section 3. Method for Approval. An Owner seeking approval of any action specified in Section 2 of this Article shall submit a written application to the Committee through a designated officer. Such application shall include two complete sets of plans and specifications for the proposed improvement, alteration or action which shall include the following to the extent applicable: (a) an overall view of the proposed improvement or alteration; (b) the location of such improvement or alteration upon the Lot and its location relative to other improvements on Lot; (c) the current location of trees, shrubs and other landscape elements on the Lot and the location of proposed changes thereto; (d) the basic structural system of the improvement or alteration and the materials to be used in the construction thereof; (e) elevations; (f) proposed time schedule for construction; (g) color chart or samples; (h) if required by the Committee, an acceptable survey locating Lot corners and the proposed position of improvements.

The Committee may make reasonable requests for additional information and may request clarification of any materials submitted by the Owner. If the Committee deems it necessary in order to clarify any materials submitted by the Owner or in order to verify the structural soundness of any proposed improvement, the Committee may require the Owner to submit materials prepared by competent architect, engineer or similar professional.

Within thirty (30) day, after such materials have been submitted and all Committee requests have been complied with, the Committee shall hold a special meeting to consider the Owner's application. The Owner shall be given at least 24 hours written notice of such meeting and may attend such meeting in person, but Owner's failure to attend shall not prejudice his application. The Committee shall not approve the actions proposed in Owner's application unless, in the opinion of the Committee, (i) Declarant's intent stated in Section 1 of this Article would be preserved thereby, (ii) the Lot and improvements, and landscaping thereon following the action will be in harmony with neighboring lots and the Subdivision as a whole, (iii) the proposed action will include sufficient safeguards for the preservation of the environment, (iv) any improvements proposed have been properly designed, (v) the design, contour, material, colors and general character of the improvement or alteration will be harmony with existing structures on the Lot and in the Subdivision, (v) any changes to the landscape elements on the Lot will be consistent with neighboring Lots and the Subdivision as a whole and, (vi) any action contemplated will minimize the disruption to the land forms and vegetation cover of the Lots as originally conveyed by Declarant. The Committee may also disapprove an application for any other similar reason the Committee deems in the best interest of the Subdivision.

If the Committee approves the application, it shall return one copy of the application to Owner marked "approved" and

shall retain the other copy in its records. If the Committee disapproves the application or votes to require additional information, it shall so notify the Owner. The Owner may request a reconsideration of the Committee's decision, on one occasion only, within twenty (20) days after receipt of notice of disapproval or request for additional information. Except for such request for reconsideration, the decision of the Committee shall be final and unappealable and Owner agrees to be bound thereby.

If the Committee fails to take action (approval, disapproval or request for information) on Owner's application within 30 days after its submission to the Committee and compliance with all requests for information, the application shall be deemed to have been disapproved.

Section 4. Additional Approval of Landscape Alterations. Notwithstanding anything herein to the contrary, the Committee shall disapprove any application for significant changes to the front-yard landscape elements, including changing of trees and shrubs of a Lot, unless the Owner presents the Committee with evidence that the change has been approved by the City of South Salt Lake Planning and Zoning Commission.

Section 5. Non-Waiver. The approval of the Committee of any action requiring the approval of the Committee hereunder shall not be deemed to constitute approval or waiver of a right to withhold approval as to any similar action subsequently or additionally submitted for approval by that or any other Owner.

Section 6. Injunction. In addition to any other remedy available to the Committee at law or in equity, each Owner agrees that the Committee shall be entitled to injunctive relief, both mandatory and prohibitive, to enforce the provisions of this Article and furthermore that the Committee shall be entitled without the posting of any bond to a temporary restraining order and preliminary injunction enjoining any such unapproved activity pending a final determination by a court of competent jurisdiction, whether or not construction has commenced.

Section 7. Committee Guidelines. In carrying out the provisions of this Declaration, the Committee shall follow the intent of Declarant set forth above and the following guidelines:

a) All exterior construction materials will be limited to materials similar to the brick and synthetic stucco and roofing materials used on the buildings constructed by Declarant on the Lots. The color, texture, finish and quality of the exterior materials will be maintained substantially identical to the improvements on the Lots as originally constructed by Declarant with such minor variations as the Committee may approve by rule or on a case-by-case basis.

b) All storage or utility buildings, garbage and refuse containers, must be placed in the rear of permanent buildings on the Lot and otherwise located in such a manner as to not be conspicuous from the frontage street.

c) Any light used to illuminate garages, patios, parking areas or other purposes shall be so arranged as to direct light away from adjacent residences and away from the vision of passing motorists.

d) The Committee shall never approve the erection of fences or walls of chain link, wire mesh or unpainted concrete block, or of any material in a height exceeding six feet.

ARTICLE VII

THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association, through the Committee as its executive body, shall:

a) Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

b) Pay any real and personal property taxes and other charges assessed against the common areas separately from the Lots.

c) Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and refuse collection.

d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

e) Maintain such policy or policies of insurances as the Committee deems necessary or desirable in furthering the purpose of and protecting the interests of the Association and its members.

f) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Committee.

Section 2. By-Laws. The Association may from time to time adopt and amend By-Laws by majority vote of the combined voting of the two classes of Owners. Such By-Laws shall provide for the internal governance of the Association and the Committee, including, among other things, meetings of the members, officers,

procedures for voting and similar matters. In the absence of such By-Laws, the Association shall be governed as if it were a non-profit corporation formed pursuant to the Utah Non-Profit Corporations Act with the Committee being the "Board of Trustees" as defined therein and that the members of the Committee constituting the officers thereof.

Section 3. The Committee. The Committee shall consist of three persons, all of whom are Owners or agents of Owners which are not natural persons. The original members of the Committee shall be designated by Declarant and shall serve for a period of two years from the recording hereof or until their successors are elected and shall qualify. All subsequent members of the Committee shall be elected to two-year terms by a majority vote of the combined voting of the two classes of owners at meetings called for such purpose; provided that vacancies on the Committee may be filled by the remaining members of the Committee for the unexpired terms.

Section 4. Association Meetings. Meetings of the Owners may be called by any Committee member or by Owners possessing more than 30% of the combined votes of the two classes of Owners. Unless otherwise specified in the By-Laws, notice of such meetings shall be sent to all Owners at least 10 but not more than 60 days prior to such meeting.

Section 5. Committee Meetings. Meetings of the Committee shall be called from time to time by any member thereof on 24 hours notice. The Committee shall meet at least once every six months to establish budgets and monitor collection of assessments and may meet more often as dictated by the needs of the Association.

Section 6. Liability. Neither the Committee nor any member thereof shall be liable to any Owner or third person for any damage, loss or prejudice arising out of:

- a) the approval or disapproval of any action pursuant to the architectural control provisions hereof;
- b) the construction or performance of any action reviewed by or which should have been reviewed by the Committee pursuant to the architectural control provisions hereof;
- c) the development or manner of development of any Lot within the Subdivision; and
- d) any other thing or action done or performed or omitted to be done or performed by the Committee acting in the good faith belief that it was in the best interest of the Association; provided that such action or omission to act did not involve fraud, gross negligence or intentional misconduct on the part of the Committee.

ARTICLE VIII

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a residential district characterized by the following: homes, well-kept lawns, trees, and other plantings; minimum vehicular traffic; and quiet residential conditions favorable to family living.

Section 1. Zoning Regulations. The Lots shall never be occupied or used by or for any building or purpose in any manner which is contrary to the zoning regulations applicable thereto validly enforced from time to time.

Section 2. Use Restrictions. All Lots and Common Areas are intended to be used for residential housing and are restricted to such use. No garage shall be modified in any way to create living space. All garages are required for off-street parking of each home and shall be maintained as such. No Lot or improvement thereon shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Lot, so as to create a nuisance or to interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering any other Lot or the Subdivision as a whole. Without limiting the breadth of the foregoing sentence, aluminum foil, newspapers, or any other similar materials may not be used to cover any windows visible to a street or another Lot. No activities shall be conducted on any lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well-designed interior fireplaces. The Common Areas shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Lots.

Section 3. Temporary Structures. No fences shall be allowed in the rear yards or in side yards without Committee approval and in any event all fences shall comply with the original landscaping plan. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No temporary structure, house trailer mobile home, camper or non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Committee and then only during construction. No dwelling house on any Lot shall be occupied in any manner prior to its completion without a written approval of the Committee. No old or secondhand structures shall be moved onto any of said Lots, it being the intention hereof that

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all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials approved by the Committee.

Section 4. Vehicles. Vehicles shall not be parked, used or stored in the Subdivision or on the Lots except on the sidewalk side of streets, in driveways and in garages. No additional parking areas shall be constructed or developed on any Lot unless the Committee determines that extraordinary circumstances warrant a variance. No vehicle of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three-wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street within the Subdivision between the hours of 2:00 o'clock and 6:00 o'clock A.M. of any morning or at any time during snow storms. No mechanical repairs to vehicles shall be made on the public streets or on any Common Area.

Section 5. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and that there are not more than two dogs, cats or any combination per Lot. Whenever pet leaves its Owner's Lot, it must be on a leash under the control of a competent person.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by Declarant pursuant to Section 11 of this Article and such signs denoting house number and Owner's name as the Committee, by rule, shall approve.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any Lot except that trash may be burned inside homes that are properly equipped with inside incinerator units.

Section 8. Sewage Disposal and Water Supply. No individual sewage-disposal system or water supply system shall be permitted on any Lot.

Section 9. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the

street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 10. Declarant's Sales Program. Until the happening of the event described in the second paragraph of this Section, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Lots owned or to be owned by Declarant:

a) Declarant shall have the right to maintain ten (10) or less sales offices and/or model homes. Such offices and/or model homes may be on one or more Lots owned by it, one or more separate structures or facilities placed on the Subdivision for the purpose of aiding Declarant's sales efforts within the Subdivision, or any combination of the foregoing. If one or more separate structures or facilities is so employed by Declarant, each shall reasonably located given the layout of the Subdivision.

b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, awings, flags, or similar device at any place or places on the Subdivision, but any such device shall be of a size and in a location as is reasonable and customary.

Declarant shall have the right from time to time to locate or relocate any of its sales offices, model homes, and/or signs, banners, or similiary devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the event described in the second Paragraph of this Section, Declarant shall have the right to remove from the Subdivision any signs, banners, or similiary devices and any separate structure or facility which was placed on a portion of the Subdivision for the purpose of aiding Declarant's sales effort.

The event referred to in the first Paragraph of this Section shall be the first to occur of the following:

a) the Subdivision Lots and Declarant ceases to be a Lot Owner, or

b) The expiration of seven (7) years after the date on which this Declaration is filed of record in the office of the County Recorder of Salt Lake County, Utah.

Section 11. Utility and Other Wiring. All water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utility lines within the limits of the Lots must be buried underground and may not be exposed above the surfaces of the ground. No radio or television antenna or any wiring for any purpose may be installed on the exterior of any building contained on a Lot, except for inconspicuous connections to underground public utilities. No garments, rugs, other household items, or wash lines of any kind may be hung, erected, or maintained outside of the Buildings on the Lots.

Section 12. Maintenance of Lots and Improvements. All lots and all improvements and landscaping on the Lots shall be kept and maintained by the Owner thereof in a clean safe attractive and sightly condition and in good repair. Immediately upon receipt of written notice from the Committee of a violation of this Section, the Owner shall bring his Lot, improvements and landscaping in compliance. Should the Owner fail to cure such violation, or fail to initiate and diligently prosecute steps reasonably calculated to cure such violation, within 15 days after receipt of such notice, the Committee may cause such violation to be cured by contractors hired by it. In such event, the Owner shall promptly pay the costs thereof, including interest at 18% per annum.

Section 13. Entry on Lots. The Committee or its duly authorized agents, shall have the right, at any time, and from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any Lot for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such Lot in violation of these Covenants, (2) of restoring or otherwise reinstating such Lots, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this Declaration. No improvement, excavation or other work which in any way alters any Lot from its natural or improved state existing on the date such Lot was first sold shall be made or done except upon strict compliance with this Declaration.

Section 14. Maintenance of Landscaping. Each Owner shall have the responsibility to maintain his front yard landscaping and landscaping and fencing of his Lot bordering the Flood Basin in a neat, attractive and healthy manner according to rules promulgated by the Committee.

Section 15. Rules and Regulations. The Committee shall from time to time promulgate rules and regulations for the use of the Lots and the architectural controls contained herein. Such rules shall be distributed to each Owner and shall be available for inspection upon request. No such rules shall be established which violates the intention of this Declaration or which shall unreasonably restrict the use of any Lot by the Owner thereof.

ARTICLE IX

EXPANSION OF SUBDIVISION

Section 1. Right to Expand and State of Title to New Lots. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Subdivision at any time (within the limits herein prescribed) and from time to time by adding to the Subdivision the additional Land described on Exhibit "A" or a portion or portions thereof. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Lot Owner, Mortgagee, insurer or guarantor) and shall be limited only as specifically provided in these covenants. Any given portion of the Additional Land shall be deemed added to the Subdivision at such time as a supplement to these covenants and a Subdivision Plat Map containing the information required by Section 3 below has been recorded with respect to the portion of the Additional Land concerned. After the recordation of such supplements, title to each Lot thereby created within the portion of the Additional Land concerned and its appurtenant percentage of undivided ownership interest in the Common Areas shall be vested in and held by Declarant, and none of the other Owners shall have any claim or title to or interest in such Lot or its appurtenant percentage of undivided ownership interest. Immediately upon such recordation, the interest of the previous Lot Owners and of the Owners of Lots on the parcel added in and to the Common Areas previously contained in the Subdivision and the Common Areas thereby added to the Subdivision shall be adjusted pursuant to Article III, Section 3 hereof.

Section 2. Rights and Statements Respecting Additional Land Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Subdivision by the addition thereto of the Additional Land or a portion or portions thereof.

(a) All of the additional Land need not be added to the Subdivision if any of such Land is added. Rather, a portion or portions of the Additional Land may be added to the Subdivision at any time (within the seven (7) year period prescribed in Section 3 of this Article IX) and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the Subdivision or relative to the order in which particular portions of the Additional Land can be added to the Subdivision.

(c) Assuming that the entirety of the Additional Land is added to the Subdivision, the maximum number of Lots which may be created on the Additional Land is sixty-seven (67).

(d) Any building or other structure erected on a portion of the Additional Land added to the subdivision shall comply with the architectural controls established hereby.

(e) In conjunction with the addition to the Subdivision of a portion of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, reasonable rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such of the Additional Land as has then not been added to the Subdivision.

(f) Any expansion(s) of the Subdivision through the addition thereto of the Additional Land or portions thereof, and through the creation on the portions of the Additional Land concerned of additional Lots, shall be such that the percentage of undivided ownership interest in the Common Areas which at any point in time is appurtenant to any Lot then in the Subdivision is not more than 12.5% and not less than 1.33%. (If no Additional Land is added to the Subdivision, the number of Lots in the Subdivision is (8), and the undivided ownership percentage in each Lot in the Common Areas is 12.5%. If all of the Additional Land is added to the Subdivision, the maximum number of Lots in the Subdivision would be seventy-five (75), and the undivided ownership percentage for each Lot in the Common Areas would be 1.33%.)

Section 3. Procedure for Expansion. The supplements to these Covenants and the Plat Map by which addition to the Subdivision of any portion of the Additional Land is accomplished shall be executed by Declarant, shall be in recordable form, must be filed for record in the office of the County Recorder of Salt Lake County, Utah, on or before seven (7) years from the date that these original covenants are recorded, and when taken together shall contain the following information for that portion of the Additional Land which is being added to the Development:

(a) Data sufficient to identify this Document and the Plat Map filed herewith.

(b) The legal description of the portion of the Additional Land being added to the Subdivision.

(c) The number of Lots on the portion of the Additional Land concerned.

(d) A description of any Common Areas being created within the portion of the Additional Land concerned.

(e) Such rights-of-way and/or easements as are being reserved by Declarant pursuant to the foregoing Section 2.

(f) Such other matters as may be necessary, desirable, or appropriate and as are inconsistent with any limitation imposed by this Declaration.

Section 4. No Obligation to Expand. This Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) The addition to the Subdivision of any or all of the Additional Land; (ii) The creation or construction of any building, or other improvement thereon; (iii) The carrying out in any particular way or within any particular time of any development or addition to the Subdivision which may be undertaken; or (iv) The taking of any particular action with respect to the Subdivision, or any portion of the Additional Land. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in these Covenants concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is never added to the Subdivision.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Redevelopment Agency of South Salt Lake City (but only during the period ending January 22, 2011), the Association, the Committee, any Owner, or Doiney-Sass Associates, Inc., whether or not it owns lots, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said Covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these Covenants by judgment or court or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto, is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or repeal, executed by owners representing a majority of the combined votes of both classes of membership entitled to vote; provided that such amendment or repeal has been approved by the South Salt Lake City Planning and Zoning Commission.

Section 5. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 6. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other lot Owner in the Subdivision. Such remedy shall be deemed cumulative and not exclusive

DATED the day and year first above written.

REDEVELOPMENT AGENCY OF SOUTH
SALT LAKE

By *Janet Lynn Walker*

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 6th day of November, 1987, personally appeared before me Jonnalynne Walker, who did acknowledge to me that she is the Executive Director of the Redevelopment Agency of South Salt Lake and that she executed the foregoing document on behalf of Redevelopment Agency of South Salt Lake.

My Commission Expires:

Oct. 17, 1990

Ellen J. Farnsworth
NOTARY PUBLIC

Residing at:

Salt Lake County

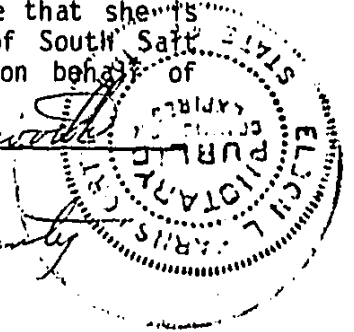


EXHIBIT "A"

Description of Additional Land

0001 6000 PAGE 2765

RESERVATION OF EASEMENT
AND
RESTRICTIVE COVENANTS

(to be included as part of conveyance
by Salt Lake County)

1. RESERVATION OF EASEMENT. A perpetual easement is hereby reserved in favor of the grantor, Salt Lake County, for ingress and egress and for the use, construction, maintenance, and operation of a flood channel and flood and storm water detention basin in, over, across and upon the property herein conveyed. This easement shall not prohibit the grantee, its successors or assigns, from using said property provided such use shall not interfere with or be detrimental to the operation, maintenance, and designed storage capability of the flood and storm water detention basin.

2. RESTRICTIVE COVENANTS. The following restrictive covenants agreed to by the grantee herein shall run with the land and shall bind the grantee, its successors and assigns; and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the grantor of the property herein conveyed to conform to and observe said restrictive covenants as to the use of said property:

(a) Detention Basin Restrictive Covenants. All property which lies within the detention basin area, described

is exhibit "A" attached hereto and incorporated herein, shall be subject to the following restrictive covenants:

(i) This property is hereby designated for use as a flood control channel, a flood and storm water detention basin and greenbelt area and shall not be used or occupied for any other use or purpose inconsistent with this designation.

(ii) No changes or modifications shall be made by the grantee, its successors or assigns, to flood control structures or facilities in the detention basin area.

(iii) No changes or modifications shall be made by the grantee, its successors or assigns, to the landscape in the detention basin area unless prior written approval is obtained from the Salt Lake County Flood Control Division and City-County Health Department Bureau of Water Quality. As used herein, the term "landscape" includes, but is not limited to, grading, excavation, irrigation, plant materials (grasses, shrubs, trees, etc.), animal habitat, and soil.

(iv) No structures or other facilities shall be constructed or placed by the grantee, its successors or assigns, in the flood control channel or in the detention basin area unless prior written approval is obtained from the Salt Lake County Flood Control Division and City-County Health Department Bureau of Water Quality. As used herein, the phrase "structures or other facilities" includes, but is not limited to, bridges, walkways, recreational facilities, and any other structures or facilities which may interfere with flood control activities and water quality.

(v) No activity shall be carried on, nor shall anything be done by the grantee, its successors or assigns, in the detention basin area which may be or become a nuisance or annoyance by reason of unsanitary or unsafe conditions.

(b) Wetland Area Restrictive Covenants. All property which lies within the restricted wetland area, described in exhibit "B" attached hereto and incorporated herein, shall be subject to the following restrictive covenants:

(i) This property is hereby designated for use as a water pollution control basin and restricted wetland area and wildlife habitat and shall not be used or occupied for any other use or purpose inconsistent with this designation.

(ii) Because this property is situated within the flood and storm water detention basin and greenbelt area previously described, the restrictive covenants set forth above in paragraphs 2(a)(i) through (v) are equally applicable to this property.

(iii) No removal of wetland plant materials shall be allowed, except for purposes of harvesting and thinning every four years or as necessary to maintain pollutant uptake efficiency, which removal shall be performed by the Salt Lake County Flood Control Division and City-County Health Department Bureau of Water Quality in coordination with the Area-Wide Water Quality Planning Agency.

(iv) No removal or alteration of wetland plant or animal species shall be allowed, except as occurs naturally through the process of natural selection and survival, unless

prior written approval is obtained from the Area-Wide Water Quality Planning Agency.

(c) Maintenance. Grantor shall be responsible for all maintenance relating to the flood control channel, flood control detention basin and other flood control facilities placed upon the property herein conveyed, including but not limited to maintenance made necessary due to storm water storage and/or flood damage. Grantee, its successors or assigns, shall be responsible for all other maintenance of said property.

(d) Invalidation of Restrictive Covenants. Invalidation of any of these conditions, covenants, etc., or any part thereof by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

821G

BOOK 6000 PAGE 2763

Description of 550 East Detention Basin
Fee-Title Ownership
Salt Lake County Flood Control
Project No. FV-84-0037

Beginning at a point 516.94 feet North and 549.16 feet East of the Southwest corner of Lot 2, Block 30, Ten Acre Plat "A", Big Field Survey;

And running thence N53°48'02"W, 75.76 feet;

Thence S71°00'00"W, 150.00 feet;

Thence along the arc of 52.00 foot radius curve to the right, tangent to a course of S71°00'00"W, a distance of 98.93 feet (Delta = 109°00'00");

Thence North 35.00 feet;

Thence along the arc of 32.00 foot radius curve to the left, tangent to a course of due North, a distance of 48.03 feet (Delta = 86°00'00");

Thence N86°00'00"W, 66.00 feet;

Thence along the arc of a 96.00 foot radius curve to the right, tangent to a course of N86°00'00"W, a distance of 193.52 feet (Delta = 115°30'00");

Thence N29°30'00"E, 90.00 feet;

Thence North, 70.00 feet;

Thence N52°00'00"E, 83.00 feet;

Thence S57°00'00"E, 85.00 feet;

Thence S04°00'00"E, 140.00 feet;

Thence along the arc of a 50.00 foot radius curve to the left, tangent to a course of S04°00'00"E, a distance of 75.05 feet (Delta = 86°00'00").

Thence East, 55.00 feet;

Thence along the arc of 50.00 foot radius curve to the left, tangent to a course of due East, a distance of 58.47 feet (Delta = $67^{\circ}00'00''$);

Thence along the arc of a 50.00 foot radius curve to the right, tangent to a course of $N56^{\circ}30'00''E$, a distance of 58.47 feet (Delta = $67^{\circ}00'00''$);

Thence East, 55.00 feet;

Thence along the arc of a 40.00 foot radius curve to the right, tangent to a course of due East, a distance of 24.59 feet (Delta = $35^{\circ}13'35''$);

Thence $S89^{\circ}54'20''W$ (record = $S89^{\circ}51'00''W$), along the North line of Lot 3, Block 3, Springview Park Subdivision, a distance of 14.42 feet to the Northwest corner of said Lot 3;

Thence $S3^{\circ}33'20''W$ (record = $S3^{\circ}30'00''W$) along the West lines of Lots 3 and 4, Block 3, Springview Park Subdivision, a distance of 130.00 feet to the Southwest corner of said Lot 4;

Thence $S69^{\circ}39'05''E$ (record = $S68^{\circ}43'44''E$) along the West line of Lot 5, Block 3, Springview Park Subdivision, a distance of 153.02 feet to the Southwest corner of said Lot 5;

Thence $S11^{\circ}05'10''W$ (record = $S10^{\circ}30'00''W$) along the West line of Lot 6, Block 3, Springview Park Subdivision, a distance of 39.67 feet (record = 42.0);

Thence $S9^{\circ}13'20''W$ (record = $S9^{\circ}10'00''W$) along the West line of Lot 7, Block 3, Springview Park Subdivision, a distance of 58.51 feet;

Thence along the arc of a 64.89 foot radius curve to the right, tangent to a course of $S82^{\circ}33'58''W$, a distance of 8.42 feet (Delta = $7^{\circ}26'02''$);

Thence West 117.00 feet more or less to the point of beginning.

Contains 141,120.4 sq. ft. (3.24 acres)

DESCRIPTION OF RESTRICTED WETLAND AREA

SALT LAKE COUNTY FLOOD CONTROL
550 EAST DETENTION BASIN ON LOWER MILLCREEK
PROJECT NO. FV-84-0037

A Wetland, pond, and channel area, on and adjacent to the new Millcreek Channel; said area situated in the East half of the Southeast Quarter of Section 30, T.1S., R.1E., Salt Lake Base and Meridian, described as follows:

Beginning at a point 516.95 feet North and 658.11 feet East of the Southwest Corner of Lot 2, Block 30, 10 Acre Plat "A," Bid Field Survey;
and running thence West, 35.02 feet;
thence North 7.0 feet;
thence N. 52°30' W., 42.8 feet;
thence N. 45°00' W., 82.0 feet;
thence N. 20°50' W., 22.5 feet;
thence N. 73°00' W., 24.1 feet;
thence West 23 feet;
thence S. 36°50' W., 25.0 feet;
thence S. 57°50' W., 60.2 feet;
thence S. 75°00' W., 26.9 feet;
thence S. 69°30' W., 25.6 feet;
thence West 20 feet;
thence N. 69°30' W., 17.1 feet;
thence N. 36°00' W., 27.2 feet;
thence N. 14°40' W., 39.3 feet;
thence N. 28°40' W., 25.1 feet;
thence N. 61°00' W., 20.6 feet;
thence N. 84°20' W., 20.1 feet;
thence S. 80°50' W., 50.6 feet;
thence S. 85°10' W., 24.1 feet;
thence N. 69°30' W., 17.1 feet;
thence N. 35°30' W., 17.2 feet;
thence N. 14°00' W., 20.6 feet;
thence N. 4°50' E., 36.1 feet;
thence N. 30°20' E., 69.5 feet;
thence North 16.0 feet;
thence N. 16°50' E., 34.5 feet;
thence N. 15°30' W., 18.7 feet;
thence N. 25°10' W., 18.8 feet;
thence N. 1°40' W., 34.0 feet;
thence N. 9°30' E., 18.3 feet;
thence N. 15°24'24" W., 17.18 feet;
thence N. 52°00' E., 35.54 feet;
thence S. 37°40' E., 23.4 feet;

Description of Restricted Wetland Area - Continued
Page 2

thence S. 57°20' E., 29.7 feet;
thence S. 22°20' E., 23.8 feet;
thence S. 4°20' W., 26.1 feet;
thence S. 28°40' W., 25.1 feet;
thence South 35.0 feet;
thence S. 5°50' W., 39.2 feet;
thence S. 42°00' E., 26.9 feet;
thence S. 14°00' E., 16.5 feet;
thence S. 5°40' W., 20.0 feet;
thence S. 35°30' E., 17.2 feet;
thence S. 51°20' E., 51.2 feet;
thence S. 61°40' E., 29.5 feet;
thence N. 76°40' E., 43.2 feet;
thence N. 54°30' E., 34.4 feet;
thence N. 45°00' E., 50.9 feet;
thence S. 79°20' E., 32.6 feet;
thence S. 52°00' E., 45.6 feet;
thence S. 45°00' E., 36.8 feet;
thence South 17.7 feet
thence S. 69°50' E., 121.1 feet;
thence along the arc of a 50 foot radius curve, to the right for
a distance of 86.83 feet. (Delta = 99°30'; chord = S. 20°05' E.,
76.32 feet)
thence S. 29°40' W., 26.1 feet;
thence South 9 feet to the point of beginning.

Contains: 1.41 acres