

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

GREEN ACRES PHASE II

COMPRISING LOTS #14 THROUGH #50

THIS DECLARATION is made 30th day of December 1995, by Phillip R. Andrus and Dawnetta Andrus, hereinafter called Declarant.

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1996 APR 01 09:49 AM FEE \$32.00 BY CB  
FOR: SOUTHERN UTAH TITLE CO

RECITALS:

A. Declarant is the owner of certain property in the County of Washington, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the real property described in Exhibit "A"; hereinafter called "the Properties", to develop and convey all of the Properties pursuant to a general plan for all the Properties and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Properties as hereinafter set forth.

C. Declarant hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following easements, restrictions, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the Properties and shall be binding upon all persons having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon Declarant, his successors in interest and each Owner and his respective successors in interest; and may be enforced by Declarant and his successors in interest and by any Owner and his successors in interest.

Notwithstanding the foregoing, no provisions of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Properties and construction of improvements thereon, nor Declarant's rights to maintain model homes, construction, sales or leasing offices or similar facilities on any parcels or lots in the Properties owned by Declarant nor Declarant's right to post sign incidental to construction, sales or leasing.

ARTICLE I  
Architectural Control

Section 1. Members of Committee. There shall be an Architectural Committee selected which shall consist of three (3) members who shall be owners of lots or parcels within the Properties described herein, and comprising lots #14 through # 50. Notwithstanding the preceding sentence, the initial committee will consist of three people appointed by the Declarant who do not need to be owners. The Declarant shall at his option be a member of the committee so long as he owns parcels or lots within the properties or any adjacent properties which may be developed as subsequent phases. At the time 85% of the Lots (including Lots anticipated on adjacent or additional properties owned by the Declarant) are sold to persons other than the Declarant, one member of the Committee may be selected by the Owners of the Lots. At the time that 95% of the Lots (including Lots anticipated on additional Properties) are sold to persons other than the Declarant, two members of the Committee will be elected by the Owners. At the time that all of the Lots (including Lots anticipated on additional Properties) are sold to persons other than the Declarant, all of the members of the Architectural committee will be elected by the Owners. Any member of the Architectural committee, appointed or elected shall have the right to resign at any time. A member of the committee who sells his lot or parcel within the Properties, is automatically released as a member of the committee. Any vacancy which occurs within the committee for any reason, shall be filled by appointment by the other members of the committee for the balance of the term of the member vacating said position. The initial term for one of the initial members of the committee shall be two (2) years, and the initial term for two of the initial members of the committee shall be three (3) years, excepting the declarant, whose term will run, at his option, until such time as he no longer owns lots within this subdivision or adjacent properties for future development. Thereafter, the term for membership on the committee shall be two (2) years. The members of the Architectural committee shall serve as a nominating committee for the purpose of nominating new members to be elected to the committee. At least thirty (30) days, and not more than sixty (60) days, before the expiration of any member's term, the committee shall cause to be mailed to each lot owner on record at their last known address, a ballot containing the names of at least two persons for each position being vacated on the committee. Said lot owners shall then have the opportunity to vote for new members of the committee, and those persons receiving the highest numbers of votes, shall serve on the Architectural Committee for the following two years.

Section 2. Review of Proposed Construction. No building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made which does not conform to the specifications contained herein and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Architectural committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, and

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that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval, requiring a fee payable to the Committee, to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated, provided that in no event shall such fee exceed the sum of one hundred dollars (\$100.00). The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. Approval must be obtained from the Architectural Committee for any construction requiring a building permit, before plans are submitted to Ivins City for said building permit. Approval of building plans by the Architectural Committee as provided for herein does not in any way constitute approval by Ivins City for such construction. All appropriate building permits and other licenses required by Ivins City Ordinances in effect at the time of application must be obtained by the applicant prior to beginning construction.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. A majority vote by the members of the Committee shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. Non-Liability of Committee Members. Neither the Committee nor any member thereof, or its duly authorized representative shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties

generally. The Committee shall take into consideration the aesthetic exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with zoning, building or other governmental or municipal codes.

Section 7. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any supplemental declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardships, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operated to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

Section 8. Architectural Requirements. No building, fence, wall, patio cover or other structure shall be commenced, painted, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made which does not conform to the specifications contained herein. No building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made which will be detrimental to the appearance of the surrounding area of the Properties as a whole, and the appearance of any structure affected thereby will be in harmony with the surrounding structures.

Section 9. Structural Quality. The primary building or structure upon each lot shall be one single family dwelling home, used for residential purposes only. No mobile homes, modular homes or manufactured housing shall be allowed in the Properties. No old or used structures shall be moved onto any of said lots. It is the intention hereof that all dwellings and other buildings to be erected on said properties shall be of new construction; their appearance and style will be in harmony with surrounding structures, and they will be of good quality workmanship and materials. All buildings shall be finished outside either with Stucco, Brick, Stone, #1 Wood siding or a combination thereof. Aluminum or Vinyl siding may be used in combination with Stucco, Brick or Stone. Exterior paint, stain or other finish materials used in the finish of buildings shall be in harmony with and blend with exterior color composition of other building materials used. All homes with visible roofs, shall be covered with Tile, or Slate materials. Any other roofing material requested shall require a variance from the Architectural

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committee. No more than one single family dwelling not to exceed two stories in height, shall be permitted on each lot. All dwellings shall have a private enclosed garage sufficient to park at least two cars.

**Section 10. Style and Landscaping.** The architectural style of buildings, fences, walls, patio covers or other structures commenced upon the Properties, shall be of Traditional Spanish, Southwest, Western, Ranch, Mediterranean, or Country styles. Any other style requested shall require a variance from the Architectural Committee. All outbuildings shall be constructed of similar materials and conform to the same general color scheme and design of the exterior features of the dwelling on the same lot. It is the intent of this declaration to require appropriate landscaping of lots following construction of any improvements and to encourage the use of drought tolerant plant materials.

## ARTICLE II

### Use Restrictions

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 12 hereof:

**Section 1. Single Family Residence.** Subject to Section 2 of Article II, each lot shall be used as a residence for a single family and for no other purpose. The minimum floor area for a single floor residence shall be one thousand two hundred- fifty (1250) square feet and the minimum ground floor area for a multilevel residence shall be one thousand two hundred- fifty (1250) square feet. In calculating the minimum floor area, attic spaces will not be considered as floors. Outbuildings shall be restricted to a height limitation of one (1) story.

**Section 2. Business or Commercial Activity.** No part of the properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declarant, its successors or assigns, may use any portion of the Properties for a model home site, and display and sales office during the construction and sales period in accordance with Article II Section 11, of this Declaration, and excepting professional and administrative occupations without external evidence thereof, for so long as all such uses and occupations are herein provided are in conformance with Ivins City zoning, building and other applicable ordinances and are merely incidental to the use of the Dwelling Unit as a residential home.

**Section 3. Nuisances.** No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the properties. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or

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smokey vehicles, large power equipment, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner in the Properties, shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Architectural Committee.

**Section 4. Parking and Vehicular Restrictions.** No Owner of a Lot shall park, store or keep any vehicle except wholly within the parking area designated therefor, and any inoperable vehicle shall be stored only in covered carports or garages. No Owners shall park, store or keep on any property or street within the Properties any large commercial-type vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Architectural Committee. No owner of a Lot shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle except within a totally enclosed garage and so as to not be visible from anywhere in the Properties. Nothing in this Declaration shall prohibit the use of and storage on any Lot, of small farm and garden power equipment as may be required in the use, enjoyment and maintenance of the Properties by the Owners thereof.

**Section 5. Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot, without the prior written consent of the Architectural Committee, except one sign for each Dwelling Unit, of not more than three (3) feet by two (2) feet, advertising the property for sale or rent, or except signs, regardless of size, used by the Declarant, its successors or assigns, to advertise the Properties during the construction and sales period. All signs and the conditions promulgated for the regulation thereof shall conform to the requirements of Ivins City ordinances.

**Section 6. Animal Restrictions.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, fish, and birds, may be kept on Lots, provided they are not kept, bred or maintained for commercial purposes, or in unreasonable quantities. The Committee shall have the right to prohibit maintenance of any animal which in its opinion, constitutes a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Architectural Committee, to a pound under the jurisdiction of the local municipality in which the Properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, his tenants

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or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals, and to keep all animal enclosures free from noxious odors which would be offensive to other Owners. All animals shall be kept and maintained on the Properties in conformance with Ivins City ordinances, and Utah State regulations.

Section 7. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot before during and after construction of a home or other structure, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible from the street, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

Section 8. Construction Debris. The Architectural Committee shall collect from each lot owner at the time of approval of construction plans, a deposit of an amount it deems sufficient to guarantee the control of construction debris during the term of construction. Lot owners shall be responsible for each of their contractors and subcontractors for maintaining the owners property in a clean and sightly manner during said construction and to prevent construction debris from accumulating on said property or being blown or otherwise carried to neighboring properties. Any violation of this section will result in forfeiture of part or all of said deposit. Any part of the deposit not used by the Architectural Committee to maintain said property will be refunded to owner at completion of construction project.

Section 9. Weed Control. It shall be the absolute duty and responsibility of each owner of each Lot within the Properties to control the weed growth on his or her property in such a manner that it will enhance the beauty and aesthetic values of the Properties, and not become a nuisance or fire hazard to other owners or their properties. Said responsibility shall begin at the time of purchase of said lot, and each owner by accepting title to a Lot hereby acknowledges his or her responsibility to maintain said lot in a weed free condition both before and after construction of a dwelling thereon. Owners who fail to control weed growth on his or her property shall be liable to reimburse the Architectural Committee for expenses incurred by them in removing said nuisance or hazard, and any expenses incurred by the Architectural Committee in so doing, shall immediately become a lien on said property.

Section 10. View Obstruction. Unless written consent is received from the Architectural Committee, no fence, hedge, wall, rows of trees or other dividing instrumentality over six (6) feet in height measured from the ground on which it

stands shall be constructed or maintained on any lot or around the perimeter of any Lot which would obstruct the scenic views from another lot.

Section 11. Temporary Buildings. No buildings, outbuilding, basement, tent, shack, or shed of a temporary nature shall be placed upon any portion of the Properties. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence in the Properties, either temporarily or permanently.

Section 12. Occupancy of New Construction. No home shall be occupied until an occupancy permit has been obtained from Ivins city building department and the exterior of the home is completed according to the plans and specifications approved by the Architectural Committee. Owners shall submit to the Architectural Committee along with their construction plans, a signed agreement with a licensed building contractor setting forth a completion date for said construction. Owners proposing to act as their own contractor must satisfy the Architectural Committee that they have the financial capability to complete said construction during the time specified in the building permit issued by the Ivins City Building Department. Approval of plans and specifications will be withheld until said financial capability can be established by providing a letter of construction loan commitment from a reliable lender of an amount sufficient to complete the home, or evidence that owner has financial assets committed to said construction sufficient to complete the home.

Section 13. Declarant Exemption. Declarant or its successors or assigns may undertake the work of construction Dwelling Units and developing all of the Lots included within the Properties and any annexation thereto. The completion of that work and sale, rental and other disposal of Dwelling Units is essential to the establishment and welfare of said property as a residential community. As used in this Section and its sub-paragraphs, the words "it's successors or assigns" specifically do not include Owners of Lots purchased from Declarant, either improved with dwelling units or not. In order that said work may be completed and the Properties be established as a residential community as rapidly as possible, no Owner shall do anything to interfere with and nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any Lot owned by Declarant whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development, so long as any such work or alteration which comes under the jurisdiction of the Architectural Committee has been approved by said Committee; or

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any Lot, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonable for the conduct of its or their business of completing said



work and establishing the Properties as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any Lot, or any portion thereof, owned or controlled by Declarant, or its successors or assigns, the business of developing, subdividing, grading and constructing Dwelling Units and other improvements in the Properties as a residential community and of disposing of Dwelling Units thereon by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from maintaining such sign or signs on any Lot owned by or controlled by it as may be necessary in connection with the sale, lease or other marketing of Lots and Dwelling Units in the Properties; or

(e) Prevent Declarant, at any time prior to acquisition of title to a Lot in a Phase by a purchaser from Declarant, to establish on that Phase additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties.

Notwithstanding the foregoing, nothing in this declaration shall be construed to give license to begin or alter any construction work, grading, excavation, or development work of any nature, without prior approval of appropriate Ivins city building and zoning departments, and as evidenced by the acquisition of all required permits prior to the commencement of said alteration or construction work.

Section 14. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot, except that a drilling rig used in the development of a water well or ground heat source for the heating and cooling of a home, will be permitted for the temporary drilling of wells.

### ARTICLE III

#### General Provisions

Section 1. Enforcement. This Declaration may be enforced by any Owner of association of Owners as follows:

(a) Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant, by an Owner, or association of Owners. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may

deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration are 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 Declarant, by any Owner or association of Owners.

(c) The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the rights to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or charge of any bonafide Mortgage made in good faith and for value on any residential Lot or the improvements thereon, provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 3. Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, so long as Declarant has any interest in and to the Properties, and perpetually thereafter. The Owners constituting a majority of not less than seventy five percent (75%) of the Lots may sign and have recorded an instrument in writing agreeing to change such covenants and restrictions in whole or in part, provided however, that this declaration shall not be amended in such a manner that the rights of any Mortgagee will be adversely affected, nor in such a manner that would violate any Ivins city ordinance, or other applicable governmental code.

**Section 4. Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot within the Properties does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.

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GREEN ACRES II  
EXHIBIT "A"

A Parcel of land situated within the North 3/4 of Lot 5 and the North 3/4 of Lot 6, Block 31 of the St. George and Santa Clara Bench Irrigation Survey, said parcel being more particularly described as follows:

ROOFREAD

BEGINNING at a point South  $00^{\circ}30'41''$  East 119.50 feet along the East line of said Lot 6 from the Northeast Corner of said Lot 6, said point being also the North Quarter Corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South  $00^{\circ}30'41''$  East 377.06 feet along the East line of said Lot 6; thence South  $89^{\circ}19'55''$  West 1337.67 feet to a point on the West line of said Lot 5; thence North  $00^{\circ}34'54''$  West 379.61 feet along the West line of said Lot 5, said point also being South  $00^{\circ}34'54''$  East 119.50 feet from the West 1/16 Corner of said Section 8; thence North  $89^{\circ}26'28''$  East 492.63 feet; thence South  $00^{\circ}33'32''$  East 10.00 feet; thence North  $89^{\circ}26'28''$  East 250.00 feet; thence North  $00^{\circ}33'32''$  West 10.00 feet; thence North  $89^{\circ}26'28''$  East 595.51 feet to the point of beginning.

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