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Recording Requested by
and when Recorded, Mail to:
Apple Courts Homeowners
Association
870 East Apple Park Way
Salt Lake City, Utah 84106

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
APPLE COURTS HOWNRS ASSN
870 E APPLE PARK WAY
SLC UT 84106
BY: HNP, DEPUTY - WI 12 P.

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
APPLE COURTS

AMENDMENT to declaration made this 27th day of November, 2002, by the Unit Owners, both individually and collectively, of the Apple Courts ("Project") by and through the Apple Courts Homeowners Association ("Association").

WITNESSETH

WHEREAS, Declarant D.M. Electric, Construction & Development, Inc., filed a Declaration of Covenants, Conditions and Restrictions ("Declaration"), establishing a general plan for the protection maintenance development and improvement of said Project, which was recorded July 25, 1985, as Entry No. 4114286 at Book 5673 page 2579, in the records of the Salt Lake County Recorder, and which affects that certain real property described in Exhibit "A" attached hereto and incorporated herein.

AND WHEREAS, the Association has determined it to be in the best interests of the Unit Owners and the Project to further amend the Declaration;

AND WHEREAS, by vote of Owners holding 100% of the undivided ownership interest in the Common Areas and Facilities in the Project, the Declaration is hereby amended, and the President of the Association directed to certify the Owners' vote and to cause this Amendment to be recorded, as follows:

1. **Article I**, "Definitions" additional definitions are added as follows:

1.1 Articles of Incorporation shall mean the Articles of Incorporation of Apple Courts Homeowners Association a Utah non-profit corporation association; as the same may be amended from time to time.

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1.2 Bylaws shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

2. Article III, Section 2, Class A, is amended to read:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event the joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot.

3. Article IV, Section 1, is amended to read:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) Individual Assessments for fines, penalties and damages to which an Owner is subject as a result of violation of the terms of this Declaration, any rules prescribed by the Board of Directors for use of the Common Area, for damages caused to the Common Area by the negligence or willful misconduct of such Owner and or any other liability, indebtedness or other obligation of the owner to the Association arising under the provisions of this Declaration. The Owner of a Residence Lot to whom an Individual Assessment is assessed, must be given notice of the Individual Assessment within 30 days of the adoption of the individual assessment by the Board of Directors. Individual assessments shall be due and payable within 30 days following written notice thereof by the Board of Directors. Reference to each of the aforementioned assessments collectively shall be "Assessments".

4. Article IV, Section 4 is amended to read:

In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; and (b) should the Board of Directors determine that the Annual Assessment during any fiscal year is, or will become, inadequate to meet the payment of common expenses, other than capital improvement, for the balance of such fiscal year, the Board of Directors shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noted as to the reason therefore, for the amount required to meet all such expenses on a

current basis for the balance of such fiscal year. Provided, however, that the total of all Special Assessments in any fiscal year shall not exceed in the aggregate, twenty percent (20%) of the Association's budget gross expenses for such year without the approval of Owners casting a majority of the votes by members who are voting in person or by proxy at a duly noticed meeting or election.

5. At Article IV, Section 5, is amended as follows:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Article V, ARCHITECTURAL CONTROL, shall be replaced with the following:

ARCHITECTURAL CONTROL

Section 1. Appointment of Architectural Committee. The Board of Directors initially appoint an Architectural Committee consisting of at least one member. The initial member(s) of the Architectural Committee shall remain in office until the expiration of two years from the recording of this Amendment. From and after such time or event, as the case may be, the Architectural Committee shall be appointed by the Board, with each member to serve for a term of two (2) years. The name and address of each member of the Architectural Committee shall be maintained with the records of the Board and made available to Owners upon request.

Section 2. Membership of Architectural Committee. Members of the Architectural Committee appointed by the Board of Directors shall be Members of the Association. In the event of the death or resignation of any member of the committee prior to the expiration of his term, Board of Directors' shall have the power to appoint his/her successor.

Section 3. Meetings of Committee. The Architectural Committee shall meet from time to time with the Board of Directors as may be necessary to perform its duties hereunder. Any action or approval taken by the Architectural Committee shall require the written approval of a majority of the Board.

Section 4. Authority. No construction, alteration, addition, modification or reconstruction of an improvement in the Properties shall be commenced or maintained, until the plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location thereof shall have been submitted to the Architectural Committee and approved in

writing by the Committee. The Committee shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, addition or modifications contemplated thereby in the locations indicated will be in architectural harmony with the Properties. In exercise of its authority, the Committee may:

Condition its approval of proposals and plans and specifications on such changes or conditions thereto as it deems appropriate.

Require submission of additional plans and specifications or other information prior to approval or disapproval of the proposed construction, alterations or additions.

Require a nominal fee payable to the Association to accompany each application for approval.

Section 5. Architectural Adviser. The Architectural Committee may designate an architect practicing in the County to advise the Committee on such matters relating to the Committee's duties as may from time to time be required. Such architect may be employed by the Board as a consultant and his compensation may be paid by the Board from the Annual Assessment.

Section 6. Decisions of Committee. Decisions of the Architectural Committee and the reason therefore shall be transmitted by the Committee to the applicant within 45 days after receipt by the Committee. Any application submitted pursuant to this Declaration shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the Applicant within thirty days after the date of receipt by the Committee of all required materials.

Section 7. Appeal. Any decision of the Architectural Committee may be appealed by the applicant to the Board by written notice of appeal file with the Board within fifteen days following the receipt of the Architectural Committee's decision by the applicant. Such notice of appeal shall state the reasons therefore and shall be heard by the Board at the next Board of Directors meeting.

Section 8. Compensation. The members of the Committee shall receive no compensation for their services rendered hereunder, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 9. Inspection. Inspection of work and correction of defects therein shall proceed as follows:

The Committee may at any time inspect any improvement for which approval of plans is required under the Declaration; provided, however, that the Committee's

right of inspection shall terminate ninety (90) days after the work of improvement shall have been completed and the respective Owners shall have given written notice to the Committee of such completion. If, as a result of such inspection, the Committee finds that such improvement was done without obtaining the approval of the plans therefore or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of the failure to comply with the Declaration within sixty (60) days from the inspection, specifying the particulars of non-compliance. The Committee shall have the authority to require the Owner to take such actions as may be necessary to remedy the non-compliance.

If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. The Board shall, upon fifteen (15) days written notice to the Owner, conduct a hearing for the purpose of determining whether there is a non-compliance and, if so, the nature thereof and the estimated costs of correction or removing the same. If a non-compliance exists, the Owner shall remedy or remove the same within a period of no more than forty-five days from the date that notice of the Board ruling is given, in writing to the Owner. If the Owner does not comply with the Board ruling within such period, the Board shall have the right to levy an individual assessment against such Owner pursuant to the provisions of Article IV of this Declaration to cover the costs to remedy or correct such non-compliance and the Board shall cause the work to be done.

Section 10. Variance. The Architectural Committee may authorize variances from compliance with any of the Architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variance must be evidence in writing and must be signed by at least one member of the Architectural Committee and a member of the Board of Directors. If variances are granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provision of the Declaration for any purpose except as to the particular improvements and particular provisions hereby 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 all or any portion of the PROJECT.

Section 11. Liability of Committee Members. Neither the Architectural Committee, nor the Board nor their duly authorized representatives shall be liable to the Association, or 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 under this Declaration, unless due to the willful misconduct or bad faith of the Committee or any member thereof.

Section 12. Notice to Committee. All notices to be given to the Architectural Committee pursuant to this Article may be given to the Secretary of the Association.

7. **Article VIII**, shall be amended as follows:

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in such manner as may be deemed necessary in the judgment of the Board of Directors to preserve and protect the attractiveness, appearance and value, the Board of Directors, shall have the right, upon reasonable notice, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Individual Assessment to which such Owner is subject.

8. **Article XI**, shall be added as follows:

OWNERSHIP, OCCUPANCY AND USE OF RESIDENCE LOTS

Section 1. Owner. In addition to all other covenants contained herein, the Owner of each lot shall be responsible for the following:

Section 1.1 Use and Occupancy of Lots. No Lot in the Properties shall be used for other than residential purposes.

Section 1.2 Business Usage Prohibited. There shall be no gainful occupation, profession, or trade maintained upon or in any Lot or the Common Area without the express permission of the Association and the County, if a special use permit is required for such use; provided, however, that this provision shall in no way limit or restrict rental listing agreement entered into between Owners for the rental of Lots in the Properties.

Section 2. Noxious or Offensive Activities. No noxious or offensive activity or nuisance shall be carried on or maintained with the Properties, nor shall anything be done or placed upon any property within the Properties which shall cause unreasonable embarrassment, disturbance or annoyance to other Owners.

Section 3. Signs. The Association may display such signs in common areas as it deems necessary to advance the purpose of the Association. Such signs must be reasonable and customary for the size of the Association to provide notice to Owners of the Association, their tenants or guests. No signs of any kind shall be displayed in the public view or on or about any Lot in the Properties which advertise or market a business unless approved by the Board of Directors. A sign of customary size and shape in the community advertising a Lot for sale is permissible. Signs which refer to seasons or holidays must be reasonable in size and are permissible as long as they are not offensive or displayed for more than three months at a time.

Section 4. Pets. Subject to the Association Rules from time to time, no animals may be kept upon the Properties except a reasonable number of generally recognized house pets. No animals shall be permitted outside of any Lot, except on a leash and under the control of a person.

Section 5. Storage. There shall be no storage of any item in or upon the Lot except in an enclosed area not visible from adjoining streets, the Common Area or other Lots. Storage in the Common Area shall be limited to the storage by the Board of Directors or the manager, if any, of the equipment or materials for use solely in connection with the Common Area.

Section 6. Garbage, Rubbish and Trash. All rubbish, trash and garbage shall be regularly removed from the Lots by the Owner thereof, at the Owner's sole cost and expense, and shall not be allowed to accumulate on the Lot or upon the Common Area. If trash depositories are located within the Common Area of the Properties, all rubbish, trash and garbage shall be removed from the Lot by the Owner thereof and deposited in such depositories. Trash depositories shall be for customary residential trash and garbage only and shall not be used for trash derived from remodeling or construction waste. No hazardous materials may be deposited in the trash depositories. Owners are responsible to dispose of hazardous materials according to state and federal law. If an Owner has excess waste, the Owner may be required to pay for costs associated or invoiced to the Association for the waste.

Section 7. Structural Changes. No Owner shall make or cause to be made structural alterations or modifications to the exterior of his Lot or any improvements upon his Lot without the prior written consent of the Architectural Committee. No work required to be performed on a Lot by the Owner thereof pursuant to this Declaration, including routine maintenance and repairs, which may result in changes to the exterior appearance of any Lot shall be undertaken without the prior written consent of the Architectural Committee. For purposes of this Paragraph, awnings, solar panels, basketball hoops, and backboards, and similar additions to a Lot shall be deemed to alter the exterior appearance thereof.

Section 8. Laundry. No laundry or wash shall be dried or hung upon any Lot so as to be visible from view of a neighboring Lot, streets, or the Common Area, except for temporary drying of swimming suits, towels, small rugs, tents, sleeping bags and similar items.

Section 9. Assigned Parking. The Board of Directors may assign and designate temporary guest parking within the Common Area of the Properties for use by an Owner, his family, guests, tenants, servants and invitees. Parking space assigned pursuant to this Paragraph by the Board of Directors shall be designated in Rules adopted by the Board of Directors or by other designation.

Section 10. Parking. No Owner shall park his automobiles or any other vehicles or

permit members of his family, his guests, tenants, invitees or servants to park automobiles or any other vehicles in any space but (i) the space or spaces assigned as temporary guest or (ii) the garage or driveway of each Lot.

Section 11. Vehicles. No mobile home, travel trailer, truck, camper, house trailer, boat, boat trailer, or similar item of equipment, shall be kept, parked, stored, or maintained within the Properties, except within the confines of a garage or driveway upon a Lot. No such vehicle so placed shall be used for living purposes. No stripped down, wrecked or junked motor vehicle shall be kept, parked, stored or maintained with in the Association, except within the confines of a garage upon a Lot.

Section 12. Antennae. No television antenna or antennae, poles, wires, machines, equipment, air conditioning units or similar objects shall be allowed on the exterior or roofs of any Lot, or any part thereof, except such as are installed as part of the initial construction of the Project by the Declarant, or replacements to the initial construction, or such as are approved in writing by the Architectural Committee.

Section 13. Equipment. No power equipment, hobby shop, or carpenter shop shall be maintained on the Properties except within the confines of a garage or upon the prior approval of the Board of Directors. No automobile overhaul or maintenance work other than emergency work, shall be permitted in the Project, except within the confines of a garage or driveway.

Section 14. Exterior Lighting. No exterior lighting shall be installed on any Lot by the Owner without consent of the Architectural Committee. Reasonable lighting may be installed for holidays.

Section 15. Damage to Common Area. Each Owner shall be liable to the Association for any damage to the common area or any improvements, landscaping or equipment thereof or any landscaping or gardening upon a Lot which is the obligation of the Association to maintain pursuant to this Declaration, which may be sustained by reason of the negligence or willful misconduct of the Owner, his family, guests, tenants, servants or invitees. The board shall levy an individual assessment against said Owner pursuant to Article VI of this Declaration for the costs of the repair or replacement thereof, together with costs and attorneys fees.

Section 16. Temporary Buildings. No out building, basement, shack or shed or other temporary building or improvement of any kind shall be placed upon any portion of the Project either temporarily or permanently unless approved by the Architectural Committee.

Section 17. Common Area. The common area of the Project, subject to this Declaration and the Association rules, shall be improved, maintained and used as follows:

The use of the Common area shall be available for, and limited to Owners or lessees of a Residence and their accompanying guests.

Affording vehicular parking and vehicular and pedestrian movement within the Project, including access to the Residences.

Affording such landscaping and other beautification to the Project as the board may deem necessary from time to time.

Affording easements in order to facilitate the service of utilities to Residence lots and the common area.

Section 18. Taxes Each Owner shall pay the real and personal property taxes separately assess against his/her Residence, and such Owners membership in the Association. The Association shall pay all taxes levied or assessed against the Common Area, if not separately assessed to the Owners.

Section 19. Utility Charges. Each Owner shall pay any and all utility charges separately metered or charged against his/her Residence and such payment shall be made by each Owners in addition to and separately from any assessments otherwise payable by such Owners to the Association pursuant to he terms and provision of the Declaration. If the Association is required to pay any utility charges separately metered to a Lot which the Owners thereof is required to pay pursuant to this section or pursuant to Section of this Declaration, the Association shall levy an Individual Assessment against such Owner pursuant to the Provision of Section hereof to cover the costs of such charges.

Section 20. Lease of Residence. All leases or tenancies of a Residence must be in writing and must provide that the lease or tenancy is subject in all respects to the provision of the Declaration, By-Laws and the Articles, and that the failure of the Lessee or tenant to comply with any of the terms and provision of said documents shall constitute a default under the lease or tenancy. No Owners may lease less than his entire Residence, and all such leases or tenancies must be for a period of no less than thirty (30) days. Any lease or rental agreement must include the following language;

"The undersigned, as lessee or tenant, acknowledges that he is familiar with all of the provisions governing the use and occupancy of the Residence as contained in the Declaration, the Articles and the By-Laws, and agrees to abide by them.

Section 21. Notice of Address. It shall be the responsibility of each Owner to provide to the Board of Directors in writing the current address of the Owner and to notify the Board of

Directors in writing of any change of address within 30 days from the date of obtaining a new address.

Dated this 27 day of November, 2002.

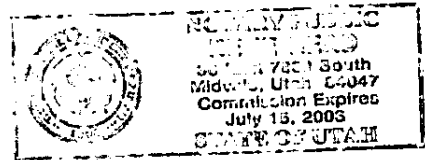
APPLE COURTS HOMEOWNERS
ASSOCIATION

By Katherine J. Webb, President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27th day of November, 2002, by Katherine Webb, President of Apple Courts Homeowners Association, on behalf of all Apple Courts unit Owners and pursuant to the unanimous vote of said Owners authorizing her to do so.

[Signature]
Notary Public



NOTARY SEAL NOT LEGIBLE
• CO RECORDER •

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EXHIBIT A

The land described in the foregoing document is located in Salt Lake County, State of Utah and is more particularly described as follows:

Lot 1, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-040-0000

Lot 2, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-041-0000

Lot 3, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-042-0000

Lot 4, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-043-0000

Lot 5, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-044-0000

Lot 6, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-045-0000

Lot 7, Applecourts PUD, Phase 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-046-0000

Beginning South 89°57'47" East 33 feet from the Southwest corner of Lot 14, Block 29, Ten Acre Plat A, Big Field Survey; North 0°02'13" East 123.17 feet; South 89°57'47" East 337 feet; South 0°02'13" West 43.17 feet; South 89°57'47" 38 feet; South 0°02'13" West 80 feet; North 89°57'47" West 375 feet to point of beginning. Less Lots. Parcel Number: 16-29-178-039-0000

Lot 201, Applecourts PUD, Phase II, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-051-0000

Lot 202, Applecourts PUD, Phase II, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-052-0000

Lot 203, Applecourts PUD, Phase II, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-053-0000

Lot 203, Applecourts PUD, Phase II, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-054-0000

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Beginning North 89°49'03" East 408 feet from the Southwest corner of Lot 14, Block 29, Ten Acre Plat A, Big Field Survey; North 0°02'13" East 80 feet; South 89°49'03" West 38 feet; North 0°02'13" East 43.17 feet; North 89°49'03" East 389.03 feet South 0°02'13" West 40.02 feet; South 89°49'03" West 10 feet; Northwesterly along curve to R 29.71 feet; North 70°48'07" West 27.7 feet Northwesterly along curve to L 9.9 feet; South 89°49'03" West 14 feet; Southwesterly along curve to L 9.4 feet; South 0°02'13" West 23 feet; South 89°49'03" West 28.5 feet; South 0°02'13" West 70 feet; South 89°49'03" West 227.5 feet to beginning. Less Lots. Parcel Number: 16-29-178-050-0000

Lot 301, Applecourts PUD, Phase III, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-056-0000

Lot 302, Applecourts PUD, Phase III, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-057-0000

Lot 302, Applecourts PUD, Phase III, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-058-0000

Lot 304, Applecourts PUD, Phase III, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-059-0000

Beginning North 123.17 feet and South 89°49'03" West 200.03 feet from the Southeast corner of Lot 14, Block 29, Ten Acre Plat A, Big Field Survey; North 0°02'13" East 4.33 feet; South 89°49'03" West 15 feet; South 0°02'13" West 4.33 feet; North 89°49'03" East 15 feet to beginning. Parcel Number: 16-29-178-062-0000

Beginning North 89°49'03" East 408 feet and North 0°02'13" East 80 feet and South 89°49'03" West 38 feet and North 0°02'13" East 43.17 feet from Southwest corner of Lot 14, Block 29, Ten Acre Plat A, Big Field Survey; North 0°02'13" East 109 feet; North 89°49'03" East 189 feet; South 41°35'30" East 93.33 feet; South 0°02'13" West 39 feet; South 89°49'03" West 62 feet; North 0°02'13" East 4.33 feet; South 89°49'03" West 15 feet; South 0°02'13" West 4.33 Feet; South 89°49'03" West 174 feet to beginning. Less Lots. Tax Parcel Number: 16-29-178-063-0000

Lot 305A, Applecourts PUD, Phase III, Lot 305A amended and extended according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.. Parcel Number: 16-29-178-072-0000

Lot 401, Applecourts PUD, Phase 4, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. Parcel Number: 16-29-178-065-0000

Lot 402, Applecourts PUD Phase 4, Except Beginning North 89°49'03" East 737.04 feet from the Southwest corner of Lot 14, Block 29, Ten Acre Plat A, Big Field Survey; North 0°02'13" East 83.97 feet; Southeasterly along 87.84 feet Radius Curve to L 12.04 feet; North 89 49'03" East 3 feet; South 0°02'13" West 83.149 feet; South 89°49'03" West 15 feet to beginning. Parcel Number: 16-29-178-068-0000

Beginning North 89°49'03" East 737.04 feet from the South corner of Lot 14, Block 29, Ten Acre Plat A, Big Field Survey; North 0°02'13" East 83.97 feet; Southeasterly along 87.84 feet radius curve to L 12.04 feet; North 89°49'03" East 3 feet; South 0°02'13" West 83.149 feet; South 89°49'03" West 15 feet to beginning. Parcel Number: 16-29-178-069-0000

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