

(3)

Lots 1 to 26, Brookhurst Farms Plat A
S&W-6-27-12
02-129- lots

E# 927857 BK 1413 PG 978
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 MAY 22 2:11 PM FEE 36.50 DEP JR
REC'D FOR WESTERN STATES TITLE COMPANY

BYLAWS
OF
BROOKHURST FARMS
HOMEOWNERS ASSOCIATION
A NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of Brookhurst Farms Homeowners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is Brookhurst Farms Homeowners Association, hereinafter the "Association."

1.02 Offices. The initial principal office of the Association shall be at 19 West 500 South, Bountiful, Utah, The Project, hereinafter referred to as the "Project," located on the following described real property in Davis County, State of Utah:

SEE SCHEDULE 1 ATTACHED

ARTICLE II

DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms used in these Bylaws shall have the meanings ascribed to them in the Declaration of Building and Use Covenants Conditions and Restrictions for Brookhurst Farms, a residential subdivision, hereinafter referred to as the "Declaration" and the Articles of Incorporation of the Association.

ARTICLE III

MEMBERS

3.01 Annual Meetings. The annual meeting of the Members shall be held on the first (1st) Tuesday of March at 7:00 o'clock p.m., for the purpose of electing Trustees and transacting such other business as may properly come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02 Special Meetings. Special meetings of the members may be called by the Board of Trustees, the President, or upon the written request of Members holding not less than thirty percent (30%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.03 Place of Meetings. The Board of Trustees may designate any place within the State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. A waiver of notice signed by all Members may designate any place, either within or without the State of Utah, as the place for holding such meetings. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the project.

3.04 Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meetings. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his registered address, with first class postage thereon prepaid.

3.05 Members of Record. Upon purchasing a Lot in the Project, each owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such owner, which copy shall be maintained in the records of the Association. The persons appearing in the records of the Association as the owners of record of a Lot or Lots in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the Members.

3.06 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association, shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer of person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08 Votes. With respect to each matter, including the election of Trustees, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote for each Lot owned by such Member, as shown in the Declaration. Unless a greater proportion is required by the Articles of Incorporation of the Association, these Bylaws, the Declaration, or Utah law, the affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint membership.

3.09 Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if not objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

3.11 Waiver of Notice. Any notice required to be given to a Member may be waived by the Member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall for all purposes be equivalent to the giving of such notice.

ARTICLE IV

BOARD OF TRUSTEES

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation of the Association, except such powers as are by law, by the Articles of Incorporation of the Association, by these Bylaws, or by the Declaration vested solely in the Members. The board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, function, and powers as are properly delegable.

4.02 Number, Tenure, and Qualifications. The number of Trustees of the Association shall be three (3). The initial Board of Trustees specified in the Articles of Incorporation of the Association shall serve until such time as the Members of the Association hold a meeting for the purpose of electing Trustees. At the first meeting of the Members held for the purpose of electing Trustees, the Members shall elect three (3) Trustees to serve as follows: One Trustee shall be elected to serve for a term of three (3) years; one Trustee shall be elected to serve for a term of two (2) years; and one Trustee shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for three (3) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. Trustees, except the initial Trustees specified in the Articles of Incorporation, must be Members of the Association.

4.03 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held, without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place, within the State of Utah for the holding of additional regular meetings without other notice than such resolution.

4.04 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within the State of Utah as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company.

4.05 Quorum and Manner of Acting. A majority of the number of Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board and individual Trustees shall have no power as such.

4.06 Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.07 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members duly called for such purpose.

4.08 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee (other than a Trustee initially appointed under the Articles of Incorporation), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting at which such vote occurs. Any vacancies in the Board of Trustees occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of death or resignation of a Trustee appointed under the Articles of Incorporation, such vacancies shall be filled by an appointment to be made by the original Incorporator. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.09 Informal Action by Trustees. Any Action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

4.10 Waiver of Notice. Any notice required to be given to a Trustee may be waived by the Trustee entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting unless such Trustee is attending the meeting for the sole and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

ARTICLE V

OFFICERS

5.01 Number. The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

5.02 Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event the Board of Trustees shall fail to choose officers at such regular annual meetings of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or executed any instrument in the capacity of more than one office. The President, the Secretary, and the Treasurer shall, except when elected by the Trustees specified in the Articles of Incorporation of the Association, be and remain Members of the Association during the entire term of their respective offices and may, but need not be, Trustees. No other officer need be a Trustee of a Member of the Association.

5.03 Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members of Trustees of the Association.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.05 Vacancies and Newly Created Officers. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him.

5.07 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

5.08 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. He shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the subsurface drainage system, specifying and itemizing the additions to and expenses paid out of the Common Expense Fund, to be established by the Association. He shall perform such other duties as the Board of Trustees may require of him.

5.09 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01 Designation of Committees. The Board of Trustees may, from time to time, by resolution, designate such committees of its members as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least two (2) Trustees. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

6.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, the Board of Trustees, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII

INDEMNIFICATION

7.01 SPECIFIC INDEMNIFICATION. The Association shall indemnify any Trustee or Officer of any former Trustee or Officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Trustee, Director, or Officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence of misconduct in the performance of duty.

7.02 General Indemnification. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Trustees and Officers and all former Trustees and Officers of the Association to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its Officers and Trustees, shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification provided for in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the members, vote of disinterested Trustees, or otherwise.

7.03 Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund, insurance on behalf of any person, who was or is Trustee or Officer of the Association, against any liability asserted against him or incurred by him in any such capacity arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modified, or adopted.

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.01 Subsurface Drainage System. The Association, subject to the rights and duties of the Owners as set forth in these Bylaws, shall be responsible for the exclusive management, control, and maintenance of the Subsurface Drainage System, and assume any and all responsibility for damage in Benchmark Village Phase I and II, subsurface drainage system caused by the increase of water flow due to the development of Brookhurst Farms. There are no other responsibilities or rights, stated or implied, to be under the Association control.

8.02 Manager. The Association may, by written contract, delegate in whole or part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.

8.03 Rules and Regulations. The Association, by action of its Board of Trustees, may make reasonable rules and regulations governing the use of the irrigation system, and of any other common facilities or common areas, which rules and regulations shall be consistent with the rights and duties established in these Bylaws and the Declaration. The Association may take judicial action against any Homeowner to enforce compliance with such rules and regulations or other obligations of Homeowners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Homeowner.

8.04 Implied Rights. The Association may exercise any right or privilege given to it expressly by these Bylaws or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

ASSESSMENTS

9.01 Agreement to Pay Assessments. Each Homeowner, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in these Bylaws. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX.

9.02 Regular Assessments. Regular Assessments shall be computed and assessed against all Homeowners in the Project as follows:

(a) Common Expense.

(1) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the subsurface drainage system. Such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members in final draft on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(2) Basis of Annual Budget. The annual budget shall be based upon the Association's advance estimates of the Association's cash requirements to provide for payment of estimated expenses, arising out of or connected with maintenance and operation of the subsurface drainage system.

(3) Annual Assessments. The assessments shall be made and delivered to the Homeowners on an annual basis and may be paid on a quarterly bases. The dates and manner of payment shall be determined by the Association. Each quarterly installment of the annual assessment shall bear interest at the rate of one and one-half (1-1/2%) per month, from the date it becomes due and payable, until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Homeowner for such assessment.

(b) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Homeowner's assessment, the Association may levy additional assessments in accordance with any procedure approved by the Board of Trustees.

9.03 Personal Obligation of Owner. The amount of any regular or special assessment against any Homeowner shall be the personal obligation of the Homeowner to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Homeowner may avoid or diminish any such personal obligation by waiver of the use of the subsurface drainage system. In the event of any suit to recover a money judgement for unpaid assessments hereunder, the involved Homeowner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

9.04 Lien for Assessments. All sums assessed a Homeowner within the Project pursuant to the provisions of this Article IX, together with the interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Homeowner, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Davis County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment.

ARTICLE X

FISCAL YEAR AND SEAL

10.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

10.02 Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE XI

RULES AND REGULATIONS

11.01 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation of the Association, these Bylaws, or the Declaration. The members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE XII

AMENDMENTS

12.01 Amendments. Except as otherwise provided by the law, by the Articles of Incorporation of the Association, by the Declaration, or by these Bylaws, these by the Members holding at least fifty-one percent (51%) of the total votes entitled or required to vote on such matters either at an annual or special meeting of the members at which a quorum is present, if the proposed amendment, alteration, repeal, or new bylaw is set forth in the notice of such meeting.

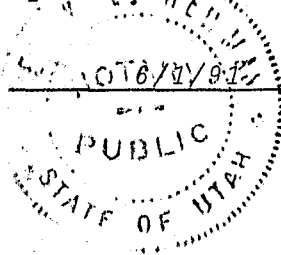
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17 day of May, 1991.

ACKNOWLEDGEMENT

STATE OF UTAH,)
): SS.
COUNTY OF DAVIS.)

On the 17 day of May, 1991, personally appeared before me, LANE BEATTIE, who being by me dully sworn, declared that he is the incorporator of BROOKHURST FARMS Homeowners Association, that he signed the foregoing By-Laws of BROOKHURST FARMS Homeowners Association as incorporator of such non-profit corporation, and acknowledged to me that he executed the same.

My Commission Expires: _____



Notary Public
Residing at _____
Centerville, Utah

Real Property Description

E# 927857 BK 1413 PG 991

PARCEL I: Beginning on the Easterly line of the former Bamberger Railroad right of way at a point 528.66 feet South and 92.7 feet, more or less, West of the Northwest corner of the Southeast Quarter of Section 6, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville, and running thence East 778.9 feet, more or less, to a point 217.8 feet West of the West line of a Highway; thence South 0°0'30" West 218.0 feet parallel to the West line of said Highway; thence East 217.8 feet to the West line of said Highway; thence South 1° West 50.94 feet along the West line of said Highway; thence West 217.8 feet; thence South 1° West 200.0 feet parallel to said Highway; thence West 671.1 feet, more or less, to the Easterly line of Benchmark Village, a Subdivision; thence Northerly 480 feet, more or less, along the Easterly line of said Subdivision, Phases II and I to the point of beginning.

AND

Beginning at a point on the boundary of the property described in Book 1341, Page 731 of Davis County Official Records which point is North 89°56'02" East 720.93 feet along the Quarter Section line, and South 0°03'06" East 528.00 feet from the center of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 44°17'30" West 74.98 feet; thence along the boundary of said described property in the following two courses to the point of beginning: North 0°03'06" West 53.62 feet and North 89°56'02" East 52.41 feet.

PARCEL II: Beginning at a point on the south boundary of Sunset View Estates Subdivision No. 2 which is North 89°56'02" East 374.68 feet along the Quarter Section line and South 0°25' East 328.01 feet along the west boundary of said Sunset View Estates No. 2 to the Southwest corner of Lot 5 of said subdivision and North 89°56'02" East 70.86 feet along the south boundary of said Sunset View Estates No. 2 from the center of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence North 89°56'02" East 273.30 feet along said

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south boundary of Sunset View Estates No. 2; thence South 0°03'06" East 200.00 feet; thence South 89°56'02" West 661.96 feet; thence North 80°00' East 91.68 feet; thence North 5°00' West 184.87 feet; thence North 89°56'02" East 314.30 feet to the point of beginning.

AND

E: 927857 BK 1413 PG 992

02-015-0001
Beginning at a point which is South 0°09'17" East 528.01 feet along the Quarter section line from the center of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 89°56'02" West 66.71 feet; thence North 80°00' East 69.81 feet; thence South 76°43' East 52.16 feet; thence South 89°56'02" West 52.80 feet to the point of beginning.

02-015-0058
PARCEL III: Beginning on the West line of a Highway at a point South 747.60 feet and East 899.1 feet and South 1° West 50.0 feet along said Highway from the Northwest corner of the Southeast Quarter of Section 6, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville, and running thence South 1° West 100.0 feet along said Highway; thence West 217.80 feet; thence North 1° East 100.0 feet parallel to said Highway; thence East 217.80 feet to the point of beginning.

(The foregoing descriptions being all of the proposed Brookhurst Farms Plats A and B., Centerville, Utah.)