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**RETURNED**  
**DEC 07 2006**

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BK 4174 PG 941

WHEN RECORDED RETURN TO:  
IVORY HOMES DEVELOPMENT, LLC.  
Jon McGuire  
978 E. Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 747-7000

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/07/2006 02:29 PM  
FEE \$63.00 Pgs: 14  
DEP RTT REC'D FOR IVORY HOMES DEVE  
LOPM ENT LLC

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**FIRST SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR CRYSTAL CREEK PHASE 2**

This First Supplement to the Declaration of Protective Covenants for Crystal Creek Phase 2, is made and executed by GMW DEVELOPMENT, INC., a Utah corporation, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah, 84041 (hereinafter referred to as "Declarant").

**RECITALS**

Whereas, the Declaration of Protective Covenants for Crystal Creek Phase 1, was recorded in the office of the County Recorder of Davis County, Utah on August 26, 2005 as Entry No. 2100199 in Book 3858 at Pages 339-369 of the Official Records (the "Declaration").

Whereas, the related Plat Map for Phases 1 of the Project has also been recorded in the office of the County Recorder Davis County, Utah.

Whereas, under Article 3 of the Declaration, Declarant reserved the unilateral right to expand the planned residential development to annex additional land and expand the application of the Declaration.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Davis County, Utah and described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Phase 2 Property").

Whereas, Declarant desires to expand the planned residential development by creating on the Phase 2 Property additional Lots and other improvements of a less significant nature.

Whereas, Declarant now intends that the Phase 2 Property shall become subject to the Declaration.

**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the planned residential development and the Lot Owners thereof, Declarant hereby executes this First Supplement to the Declaration of Protective Covenants for Crystal Creek Phase 2.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

- a. **"Accessory Building"** shall mean and refer to any structure which (1) is not the preliminary structure, (2) contains at least 120 square feet, (3) requires a building permit, (4) is not a shed, shack or other out-building (for which a building permit is not required), and (5) qualifies as such under the totality of the circumstances in the opinion of the ARC.
- b. **"Entry"** shall mean the entry way into the Project.
- c. **"Entry Monument"** shall mean the monument, planter boxes, landscaping features and other physical improvements identifying the Project located at or near the Entry or entrance to the Project.
- d. **Phase 2 Map** shall mean and refer to the Plat Map of Phase 2 of the Project, prepared and certified to by Bruce A. Williams, a duly registered Utah Land Surveyor holding Certificate No. 368351, and filed for record in the Office of the County Recorder of Davis County, Utah concurrently with the filing of this First Supplemental Declaration.
- e. **First Supplemental Declaration** shall mean and refer to this First Supplement to the Declaration of Protective Covenants for Crystal Creek Phase 2.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibit A-2 is hereby submitted to the provisions of the Declaration and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as it may be supplemented or amended from time to time.

3. **Annexation.** Declarant hereby declares that the Phase 2 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this First Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the ARC.

4. **Description of Property and Total Number of Units Revised.** As shown on the Phase 2 Map, 26 new Lots, Numbers 201-226, and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Phase 2 Property. Upon the recordation of the Phase 2 Map and this First Supplemental Declaration, the total number of Lots in the Project will be 66. The additional Lots (and the homes to be constructed therein) are or

will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

5. **Amendments.** The Declaration is amended as follows:

a. **Designs, Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

1) **Review Considerations Generally.** In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things.

2) **Aesthetics.** Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time.

3) **Minimum Dwelling Requirements.** No Dwelling shall be constructed or altered unless it meets the following minimum requirements:

- a) Only single family residential Dwellings are allowed.
- b) The height of any Dwelling shall not exceed two stories above ground.
- c) No slab on grade Dwellings are permitted.
- d) Without the prior written consent of the ARC, a basement is required for each Dwelling.
- e) Without the prior written consent of the ARC, each Dwelling shall have a private garage for not less than two motor vehicles.
- f) The Dwelling exteriors, in their entirety, must consist of either maintenance free stucco and masonry, unless another construction material is approved by the ARC in writing. No aluminum or vinyl is permitted.
- g) Any detached accessory building must conform in

design and materials with the primary residential Dwelling.

h) Any and all plans and specifications for an Accessory Building must be submitted, reviewed and approved in writing in advance.

i) Any detached accessory building must conform in design and materials with the primary residential Dwelling.

j) All Lots shall be fully landscaped in accordance with Section 6 below.

k) No fence or similar structure shall be placed in any front yard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet. Vinyl fencing is allowed without additional approval required. Wood, masonry and wrought iron fencing may be allowed with the express prior written consent of the ARC, although approval may be denied. Chain link fencing is strictly prohibited. If there is a dispute as to what constitutes the front, side or rear yards, or whether a variance has been granted, the decision of the ARC shall be final, binding and conclusive.

l) Conditional uses may be allowed for a swimming pool, cabana, equipment building, outdoor recreational activities, such as an athletic court, tennis courts, basketball court, soccer pitch, batting cage, and so forth.

m) No tin sheds are allowed.

**4) Preliminary Architectural Drawings, Plans and Specifications.** The ARC may require, as a minimum, the following additional items:

a) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.

b) Floor plans of each floor level to scale.

c) Elevations to scale of all sides of the Dwelling.

d) One major section through Dwelling.

e) A perspective (optional).

f) Specifications of all outside materials to be used on the exterior of the Dwelling.

**5) Final Plans and Specifications and Working Drawings.**

The ARC may also require, as a minimum, the following:

a) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

b) Detailed floor plans.

c) Detailed elevations, indicating all materials and showing existing and finished grades.

d) Detailed sections, cross and longitudinal.

e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Dwelling.

**6) Landscaping.** All Lot landscaping, grading, and drainage is subject to the following covenants, conditions, restrictions and easements, and shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Developer or the ARC and so as to comply with and not impair all applicable ordinances and flood control requirements.

a) All Lot landscaping must be completed within six (6) months of closing.

b) Landscaping shall include by way of illustration but not limitation the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "D" and incorporated herein by this reference..

c) The Developer will provide the City with a bond for landscaping whenever possible.

d) In the event that such a bond is provided, it shall be refunded, upon the buyer's completion of the City's landscaping requirements, inspection and approval, to the Owner.

e) By accepting a deed or other document of conveyance to a Lot, the Owner hereby agrees, acknowledges and consents that if

the Developer is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, to the basic front yard landscaping so provided and further agrees that the landscaping installed by Developer is in lieu of, abrogates and cancels any 2,000 sq. ft. of sod promised on any promotional materials, including by way of illustration but not limitation the Purchase Price Addendum and the Ivory Homes Catalogue of Homes.

f) The Owner is responsible for the initial planting of trees.

g) Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner.

h) Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced.

i) The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision.

j) No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the ARC.

k) Front, side or rear yards constructed primarily or substantially of controlled surfaces are prohibited.

l) If Developer is required to install front yard landscaping prior to receiving a final inspection from the City, then the Owner, by accepting a deed or other document of conveyance to a Lot, acknowledges, understands and agrees that only a basic front yard landscaping will be provided by Developer and that this service will be provided in lieu of the 2,000 sq. ft. of sod promised on any promotional materials, including but not limited to the Purchase Price Addendum and/or the Ivory Homes Catalogue of Homes.

m) Should any Owner fail to comply with the provisions of this paragraph, the Developer or the ARC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials.

n) The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

7) **Easements.** Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby. If any portion of the Entry or Entry Monument encroaches or comes to encroach upon a Lot, in whole or in part, as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Developer and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

8) **Approval.** In the event that the ARC fails to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered approved, subject to the minimum requirements as set forth herein.

9) **No Waiver of Future Approvals.** The approval of the ARC of 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 such 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 matters whatever subsequently or additionally submitted for approval or consent.

10) **Variance.** The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and

regulations, and prior written consent of the City Board of Adjustment. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

11) **Limitation of Liability.** Neither the Developer nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Developer and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

12) **Enforcement of Architectural Guidelines.** Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the ARC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

13) **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the Project, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Developer, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

14) **Ivory Homes Catalogue.** Any and every home design, plan or specification contained within the Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required, provided the home elevations meet and the home otherwise satisfies all



of the architectural control requirements of the City PUD ordinance.. Any and all deviations from the Ivory Homes Catalogue, including by way of illustration but not limitation, design, construction materials and coloration, must be expressly approved in writing by the ARC: The approval of the Ivory Homes Sales staff and/or construction personnel is insufficient.

b.. **Use Restrictions and Nature of the Project.** The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Project:

1) **Aerials, Antennas, and Satellite Systems.** All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. No antenna shall be erected, maintained or used in, on or about any Dwelling, outdoors and above ground, whether attached to or on top of any building, structure, Dwelling, or otherwise, within the Project without the prior written consent of the Developer or ARC, which shall not be unreasonably withheld. If there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decisions, the Developer and/or ARC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time.

2) **Signs.** No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Dwelling Unit; provided, however, this restriction does not apply to and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Dwelling Unit are strictly prohibited.

3) **Zoning.** All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project land use and buildings.

4) **Nuisances.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

5) **Entry Monument.** If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter

fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

6) **Chimes and Musical Sound Makers.** Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Dwelling Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

c. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Davis County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

d. **Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

1) **Renting rules and regulations adopted by the ARC, as they may be amended from time to time.**

2) **No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.**

3) **No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling Unit, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the ARC.**

4) **"For Rent" or "For Lease" signs are prohibited.**

5) The ARC must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Management Committee.

6) The ARC may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the ARC (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

7) Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

e. **View Impairment.** Neither the Developer nor the ARC guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Developer nor the ARC shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

f. **Common Utilities.** The Developer may provide water and power utility services to the Entry, Entry Monument and other common elements at its expense (the "Common Utility Service"). Such Common Utility Service shall be maintained and paid for by the ARC as a Common Expense; provided, however, the Developer ARC may elect to provide such Common Utility Services through a meter or meters on an individual Lot or Lots and, if so, each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide, and not terminate, delay or interrupt, those Common Utility Services to the Entry, Entry Monument or other common elements not separately metered and billed to the ARC by the provider, although in such circumstance the Owner of each such Lot shall be entitled to the following credits:

1) **Water.** A monthly credit an amount equal to the difference between the water bill for each such Lot and the average water bill for all of the other Lots in the Project; and

2) **Power.** A monthly credit in an amount equal to the greater of (1) \$5.00 or (2) a sum equal to the number of watts in the light bulb, multiplied by the Kilowatt rate of the local power company, multiplied by 4,000, divided by 1,000, and divided by 12.

6. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration, as supplemented or amended, and the First Supplement, the latter shall in all respects govern and control:

7. **Effective Date.** The effective date of this First Supplemental Declaration and the Phase 2 Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.

Dated the \_\_\_\_ day of October, 2006.

DEVELOPER:  
GMW DEVELOPMENT, INC.

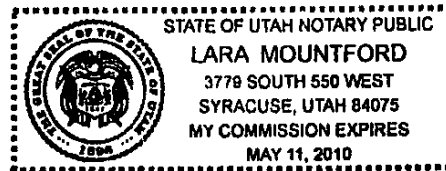
By: *Gary M. Wright*  
Name: Gary M. Wright  
Title: President

**ACKNOWLEDGMENT**

STATE OF UTAH )  
                  *Davis* ) ss:  
COUNTY OF ~~SALT LAKE~~ )

The foregoing instrument was acknowledged before me this 21 day <sup>November</sup> ~~October~~, 2006 by Gary M. Wright, the President of GMW DEVELOPMENT, INC., a Utah corporation, and said Gary M. Wright duly acknowledged to me that said GMW DEVELOPMENT, INC. executed the same.

*[Signature]*  
NOTARY PUBLIC  
Residing at: *Davis Co., UT*  
My Commission Expires: *5/11/2010*



**EXHIBIT "A-4"**  
**LEGAL DESCRIPTION**

The Property referred to in the foregoing document as the Crystal Creek Phase 2 Property is located in Davis County, Utah and is described more particularly as follows:

Beginning at a point on the section line, said line also being the centerline of 3000 West Street and being North  $00^{\circ}03'50''$  East 1549.69 feet along the section line from the West Quarter Corner of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running,

thence South  $89^{\circ}55'05''$  East 290.70 feet;

thence North  $00^{\circ}03'50''$  East 193.73 feet to a point on the south line of Crystal Creek Subdivision Phase I;

thence South  $89^{\circ}55'05''$  East 237.30 feet along the south line of Crystal Creek Subdivision Phase I;

thence South  $00^{\circ}03'50''$  West 29.75 feet along said subdivision;

thence South  $88^{\circ}54'33''$  East 138.34 feet along the south line of Crystal Creek Subdivision Phase I, to the west line of 2875 West Street;

thence South  $75^{\circ}00'00''$  East 30.00 feet to a point on the centerline of 2875 West Street;

thence South  $15^{\circ}00'00''$  West 15.98 feet along said centerline;

thence South  $75^{\circ}00'21''$  East 162.59 feet to the Southwest corner of Lot 132, Crystal Creek Subdivision Phase I;

thence South  $97^{\circ}47'27''$  West 84.13 feet;

thence South  $15^{\circ}00'00''$  West 182.00 feet;

thence South  $00^{\circ}03'50''$  West 185.20 feet;

thence South  $19^{\circ}46'36''$  West 60.00 feet to a point of curvature;

thence Northwesterly 45.02 feet along the arc of a 397.00 foot radius curve to the left (center bears South  $19^{\circ}46'36''$  West, chord bears North  $73^{\circ}28'20''$  West 45.00 feet through a central angle of  $06^{\circ}29'52''$ );

thence South  $00^{\circ}03'50''$  West 188.19 feet;

thence North  $89^{\circ}54'10''$  West 112.51 feet;

thence North  $00^{\circ}03'50''$  East 88.60 feet;

thence West 594.00 feet to the centerline of 3000 West Street said line also being on the section line;

thence North  $00^{\circ}03'50''$  East 192.50 feet along the centerline of 3000 West Street, also being along the section line;

thence East 42.63 feet;

thence Southeasterly 9.51 feet along the arc of a 15.00 foot radius curve to the left (center bears North  $21^{\circ}02'22''$  East, chord bears South  $79^{\circ}28'49''$  East 5.48 feet through a central angle of  $21^{\circ}02'22''$ );

thence East 96.82 feet;

thence Southeasterly 73.42 feet along the arc of a 450.00 foot radius curve to the right (center bears South, chord bears South  $85^{\circ}06'32''$  East 73.33 feet through a central angle of  $09^{\circ}46'51''$ );

thence North  $00^{\circ}03'50''$  East 112.25 feet;

thence North  $89^{\circ}55'05''$  West 217.90 feet to a point on the centerline of 3000 West Street and the section line;

thence North  $00^{\circ}03'50''$  East 177.78 feet along the centerline of 3000 West Street and the section line to the point of beginning.

Contains: 439,685 square feet 10.093 acres, 26 lots 1 parcel.

**EXHIBIT "D"**

**S T R E E T   T R E E   P L A N T I N G   P L A N**

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**01. GENERAL REQUIREMENTS**

- 01.1.      **STREET TREES** are to be planted by the homeowner in compliance with this plan.
- 01.2.      Any **STREET TREES** required to be planted in the parkstrip in front of each lot shall be centered between the back of curb and the edge of the sidewalk.
- 01.3.      Two (2) Street Trees are to be planted per lot.
- 01.4.      Corner lots shall have two (2) Street Trees on each street fronting the lot—or a total of four (4) Street Trees. In most cases, this will be two different varieties of trees. Consult the Street Tree Plan carefully.
- 01.5.      Lots on cul de sacs have a narrower frontage and may not, in all cases, accommodate two Street Trees. Follow the guidelines in paragraph 01.6 below and provide Street Trees at the proper and appropriate spacing.
- 01.6.      **STREET TREES** shall be spaced at approximately forty (40) feet on center, but no less than thirty (30) feet from a street tree in front of an adjoining lot.
- 01.7.      **STREET TREES** shall be planted twenty (20) feet from any street intersection. This is to be measured from the point of intersection between the street curb and the sidewalk.
- 01.8.      **STREET TREES** shall be a minimum one and one-half inch (1 ½") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)