

DECLARATION OF PROTECTIVE COVENANTS CONDITIONS AND RESTRICTIONS FOR MAPLE HILLS ESTATES SUBDIVISION

The undersigned is the owner of the real property ("property") in the County of Utah, State of Utah, described as:

See "Appendix A" for Attached Legal Descriptions

The undersigned has deemed it desirable to provide a general plan for the development of all of the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows.

Section 1. "Lot" shall mean and refer to a recorded lot within the existing property upon which there has been or will be constructed a single-family dwelling.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

<u>Section 3.</u> "Committee" shall mean and refer to the MAPLE HILLS ESTATES Development Committee. See Article III.

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ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 27 3:40 pm FEE 40,00 BY KR
RECORDED FOR PATTERSON CONSTRUCTION

ARTICLE II ARCHITECTURAL CONTROL

- Dwelling Quality and Size. Only new single-family residences or Section 1. residence-related structures meeting City ordinance are permitted to be built and must meet or exceed the follow requirements for quality and size. Residences shall not exceed two stories above foundation in height and shall have a private garage for not less than three vehicles; detached accessory building shall meet city ordinance and shall be submitted to be reviewed for approval by architectural committee (see Section 8b). The minimum area above ground, excluding garages and porches; of a single-level dwelling (Rambler) shall be two-thousand eight hundred (2,800) square feet. The minimum area above ground, excluding garages and porches of a two-story dwelling shall be three thousand eight hundred (3,800) square feet, which must include a minimum 1st floor area, excluding garage and porches, of two-thousand two hundred (2,200) square feet; for a two-story dwelling that has majority of the upper level built into the attic space (bonus space), the minimum above ground total size may be reduced by 600 SF, however, the minimum 1st floor area remains the same. All dwellings shall be built according to the minimum architectural guidelines as outlined in Section 8. The architectural design will be as equally important as the size.
- Section 2. <u>Building Location.</u> All structures located on the Lot shall be located within the building envelop as defined in the Final Plat and/or as defined by City Ordinance. Owners are encouraged to use offsets of greater than what is specified on the Final Plat and/or City Ordinance if the Lot can accommodate such.
- <u>Section 3.</u> <u>Moving of Structures.</u> No structure of any kind shall be moved from any other place to the property without written approval of the Committee.
- <u>Section 4.</u> <u>Temporary Structures.</u> No trailer, basement, tent, or shack or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.
- Section 5. Completion of Building. Once construction of a dwelling or any other structure has begun, work thereon must be carried out diligently and completed within eighteen (18) months of the date of commencement. Extensions may be granted by the Development Committee for large-custom homes.
- Section 6. Landscaping. Owner shall complete minimum landscaping improvements of the front yard area and each side yard, within 90 days of the issuance date of City's certificate of occupancy. Front yard and side yards shall be landscaped a minimum area that encompasses all space from City Street edge of asphalt to side-rear corner of the home, including extending each way from side-rear corners of home to side lot lines. Additionally, on all corner lots that have a side yard adjacent to street the side yard landscaping shall extend from the side-rear corner of the home to the back property line to the edge of asphalt. Landscape improvements shall include at a minimum an automated sprinkler system, grass, mixture of trees and shrubs.

Owners are encouraged to use a variety of trees, shrubs, and bushes that beautify the yard and overall appearance of the neighborhood. Trees, shrubs, and bushes that produce obnoxious seeds, weeds or unwanted fruit shall not be permitted. Rock, mulch, and any other landscape material or feature that creates light reflections or obnoxious noise shall not be allowed.

If drainage swells are affected during construction of the home or landscaping, then the owner shall ensure that the swells are re-established with the final lot landscaping so that the drainage is returned to its initial subdivision design.

If weather conditions or other conditions deemed reasonable by the Committee prevent the installation of landscaping, the Owner shall place in escrow (or equivalent substitute) fifteen-thousand dollars (\$15,000) to be held as security for completion of landscaping. If landscaping is not competed within 8 months after certificate of occupancy, the architectural committee may draw said funds to complete the required landscaping, in which case the architectural committee may change reasonable fees for their time spent. Location of where funds may be held in escrow or equivalent substitute to escrow shall be approved by the architectural committee on a case-by-case basis.

- <u>Section 7.</u> <u>Compliance with Applicable Zoning Ordinances.</u> All structures within the property shall be built, occupied and used in accordance with the provisions of Mapleton City Zoning Ordinances.
- <u>Section 8.</u> <u>Architectural Guidelines.</u> The following architectural guidelines shall apply to all the lots in the property affected thereby:
- (a) <u>Harmony of Exteriors</u>: Exterior material of all dwellings may consist of materials that are brick, stucco, stone, lap siding, board and baton, shake, solid timbers, wood, concrete. Other materials may be presented to the Committee for review to be approved for use of an exterior material. Aluminum siding and vinyl siding are not permitted. Aluminum soffit, fascia, gutter is allowed. Exterior walls shall be surfaced with more than one material. The roofing material shall be architectural-grade composition shingles or better materials approved by the Committee. Excessive vertical or horizontal expanses of a wall plane or roof should be avoided. Exterior color palette should be harmony with the neighborhood and include a variety of colors and must be approved by the committee.
- (b) <u>Detached Accessory Buildings:</u> A detached accessory building may be permitted and shall be subject to all the covenants, conditions, and restrictions imposed by Article II hereof. The detached accessory building shall compliment in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plan of such accessory building shall be submitted to the Committee for approval prior to obtaining a building permit and commencing construction of such accessory building.
- (c) <u>Roof Lines:</u> Roof Lines and pitch should add interest to structure. Contemporary, modern, and flat roof may be permitted by committee approval at their discretion.

- (d) Retaining Walls: All retaining walls must be approved by the Committee.
- (e) <u>Fences:</u> Cedar, composite plank, composite masonry, concrete, or better materials are permitted. No 6' tall privacy fences shall be allowed in front of the dwelling. No privacy fences shall be constructed out of vinyl or chain link. Exceptions to these requirements may be granted for accessory fences for play structures, sports courts or animal containment as long as they are buffered from street views.
- (f) Garages and Driveways: Every dwelling must have a minimum of a three (3) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Large garages or accessory garages are strongly encouraged. RV or any other accessory parking may be allowed on the side of the home if vehicles parked can be parked such that the entire vehicle is behind the front corner of the home. RV parking shall have a sufficient driveway leading thereto. Driveway material shall be concrete. Colored concrete for driveways must be neutral or natural colors. Bright colored and shiny colored driveways are not allowed. Driveways may be constructed over drainage swells adjacent to the asphalt road if pipe and/or culvert is constructed under driveway as to allow for swell drainage under the driveway.
- (g) Prohibitions against Soil Erosion and Runoff; Existing Swells. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed. All Owners are responsible to comply with State Storm Water Protection Criteria.
- Section 9. Architectural Approval. No building or structure or sign shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and elevation. Preliminary plans should be submitted to the Committee for approval prior to submitting for building permit from City. The intent of the neighborhood is to have homes traditional or craftsman in style; traditional meaning homes with a Colonial, early American, Tudor, or French architecture varied uses of hip and gable roofs. Subtle uses of contemporary/modern design for accents may be allowed by the committee. Homes with massive use of glass which resembles commercial buildings or ultra-contemporary/modern design, sub-terrestrial windows, and extreme use of wood will be discouraged.

The approval or disapproval of any building or structure must be given in writing by the Committee. All decisions of the Committee shall be final and neither the Committee nor its designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical

adequacy or soundness of the building, and liability thereof. The Committee in its discretion shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

The minimum plans required for submittal for residential construction shall be a site plan, floor plans, elevations of all sides of the building and proposed material and color scheme that matches elevations. Minimum plans required for submittal for all other purposes shall be determined by the committee on a case-by-case basis.

The committee may impose a review fee that may be modified time to time to cover the cost of reviewing plans.

If owner constructs something different from what was represented in the architectural approved plans, materials, and/or color scheme – the owner will be liable to pay the costs associated compliance imposed by the committee and reasonable fees for the committees time spent coordinating with the owner during compliance.

Section 10. Signs. No permanent signs shall be permitted on any lot. Temporary signs for sale of real estate or rent shall be allowed as long as the sign is relevant to the lot that it is advertising for sale or rent and that said temporary sign is less than 10 SF. Vehicles or trailers that advertise a business shall be stored in a garage or on a RV parking area located behind the front corner of the home. Temporary Builder signs shall be allowed by the committee on a case-by-case basis, which may be proposed by a Builder who intends to build more than 10 homes in the available phase of the subdivision and may be approved or disapproved by the committee by its discretion. Temporary Development signs shall be allowed as long as the development has lots available in existing phases or future phases. Any signs must meet the ordinances establish by the municipality.

ARTICLE III Maple Hills Development Committee

Section 1. Membership. The Committee is comprised specifically of Robert Patterson, Scott Dunn, James Patterson. Decisions of the Committee shall be by majority vote, and the majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons whom such owners desire to make a member of said committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots within the property, so that all structures shall conform to the restrictions and general plans of the Undersigned, and of the Committee, for the improvement and development of the entire

property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of any owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

ARTICLE IV GENERAL PROVISIONS

- Section 1. Easements. For installation and maintenance of utilities and drainage facilities, areas, are reserved as shown on the recorded plat or recorded documents with Utah County. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats or other vehicles are to be stored on streets of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.
- Section 3. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage and refuse shall be kept in sanitary containers designed for such. All garbage/refuse containers shall be kept in clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.
- <u>Section 4.</u> <u>Horses; Other Livestock.</u> Horses and Livestock shall be permitted. City ordinance shall control type and quantity of animals' that owners may keep on the property. Owners are required to establish aesthetic controls that provide a physical and visual buffer

between any street and neighboring lots that are part of the Maple Hills Subdivision, including any future phasing that may not currently exist. Aesthetic controls and buffers shall be comprised of distance from lot lines, fencing, and well-planned landscaping. Committee shall have full discretion to determine what aesthetic controls and buffers will be required on a case-by-case basis. No animal structures of any kind, including but not limited to, fenced pens, houses, and coops, shall be constructed in the front yard area or side yard area that is adjacent to a street. Owners are required to establish necessary controls to confine animals to an area of the lot that is acceptable to the Committee. Any animal fencing or related structure shall be approved by the Committee. Owners are responsible to make reasonable effort to correct noise, odor, sight nuisances claimed by other owners in the neighborhood.

- Section 5. Satellite Dishes, Other Structures. Stand-alone satellite dishes, statues, fountains, and other similar items must be submitted for approval by the Committee. Small satellite dishes may be installed on homes for TV/internet as long as they are installed in a manner to screen from view from front yard.
- Section 6. <u>Solar Panels</u>. Solar Panels on the roof or ground level may be submitted for approval by the Committee. Solar Panels are placed on ground level must be placed at least 50' from any road and should be buffered from view by fence or landscaping. Solar Panels placed on the home or approved accessory structure are encouraged to be incorporated into the design of the home to keep inconspicuous from view from any road as much as possible.
- Section 7. Construction Activities; Clean Up; Owner Liability; Cash Deposit. Each owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to his lot. Furthermore, each owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining lots resulting from his acts or the acts of his contractors and workmen in performing construction activities on his lot.
- Section 8. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- Section 9. No Recourse. The protective covenants, conditions and restrictions set forth in this Declaration, together with the Committee, are established for the benefit of the development. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

Section 10. Amendments to CCR's. The protective covenants, conditions and restrictions set forth in this Declaration, may be amended by majority vote of lot owners. Each Lot is entitled to one vote. The title owner at the time of voting to amend the CCR's is entitled to submit one vote for each lot owned (in-other-words, one owner may submit multiple votes if the same owner is a title owner on multiple lots). Any amendments should be submitted to the architectural committee for review; the architectural committee shall then reasonably organize and schedule voting to take place in a lawful manor. The architectural committee may, as authorized by law, execute and sign any amendment approved by lot owner on behalf of each lot owner to be recorded on County records.

Dated this $\frac{2745}{4}$ day of $\frac{1}{2}$, $\frac{1}{20}$.

PATTERSON CONSTRUCTION, INC

BY: James K. Patterson

State of Utah

County of Utah

JULIE ANN ALLEN NOTARY PUBLIC - STATE OF UTAH COMMISSION# 709876 COMM. EXP. 01-08-2024

"APPENDIX A"

MAPLE HILLS ESTATES – PLAT "A-1" BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 00°11'19" EAST 2034.50 ALONG THE SECTION LINE AND EAST 672.78 FEET FROM THE NORTHWEST CORNER SECTION 12, TOWNSHIP 8 SOUTH, RANGE 3 EAST, S.L.B.M;

THENCE N28°22'49"W 25.97 FEET; THENCE ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 39.23 FEET (CURVE HAVING A CENTRAL ANGLE OF 28°05'39" AND A LONG CHORD BEARS N14°20'01"W 38.84 FEET); THENCE S88°41'29"E 189.34 FEET; THENCE N36°28'33"E 0.23 FEET; THENCE S88°42'45"E 359.52 FEET; THENCE S29°30'49"E 159.51 FEET; THENCE N66°41'04"E 131.33 FEET; THENCE N65°55'11"E 84.83 FEET; THENCE S30°45'43"E 136.33 FEET; THENCE N61°33'05"E 12.96 FEET; THENCE S31°06'33"E 142.12 FEET; THENCE S58°35'34"W 35.28 FEET; THENCE S31°24'26"E 133.05 FEET; THENCE S60°04'51"W 67.41 FEET; THENCE S31°49'31"E 230.61 FEET; THENCE S01°10'10"W 28.00 FEET; THENCE N88°49'50"W 360.23 FEET; THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 35.01 FEET (CURVE HAVING A CENTRAL ANGLE OF 91°09'59" AND A LONG CHORD BEARS \$45°35'11"W 31.43 FEET); THENCE \$00°00'11"W 457.32 FEET; THENCE ALONG THE ARC OF A 268.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 72.76 FEET (CURVE HAVING A CENTRAL ANGLE OF 15°33'21" AND A LONG CHORD BEARS S07°46'52"W 72.54 FEET); THENCE S15°33'32"W 26.53 FEET; THENCE ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 14.36 FEET (CURVE HAVING A CENTRAL ANGLE OF 03°43'24" AND A LONG CHORD BEARS \$13°42'20"W 14.36 FEET); THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 40.10 FEET (CURVE HAVING A CENTRAL ANGLE OF 104°26'27" AND A LONG CHORD BEARS S40°22'05"E 34.78 FEET); THENCE S07°43'02"W 28.46 FEET; THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 37.00 FEET (CURVE HAVING A CENTRAL ANGLE OF 96°21'04" AND A LONG CHORD BEARS S39°14'10"W 32.79 FEET); THENCE ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 83.92 FEET (CURVE HAVING A CENTRAL ANGLE OF 21°39'33" AND A LONG CHORD BEARS \$19°46'09"E 83.42 FEET); THENCE ALONG THE ARC OF A 268.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 12.41 FEET (CURVE HAVING A CENTRAL ANGLE OF 02°39'10" AND A LONG CHORD BEARS \$29°12'42"E 12.41 FEET);

THENCE S00°14'27"W 57.57 FEET; THENCE S89°33'26"W 6.39 FEET; THENCE ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 59.37 FEET (CURVE HAVING A CENTRAL ANGLE OF 14°10'25" AND A LONG CHORD BEARS N23°28'43"W 59.22 FEET); THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 201.26 FEET (CURVE HAVING A CENTRAL ANGLE OF 46°07'28" AND A LONG CHORD BEARS N07°30'12"W 195.87 FEET); THENCE N15°33'32"E 26.53 FEET; THENCE ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 65.16 FEET (CURVE HAVING A CENTRAL ANGLE OF 15°33'21" AND A LONG CHORD BEARS N07°46'52"E 64.96 FEET); THENCE N00°00'11"E 549.03 FEET; THENCE N82°09'22"W 247.22 FEET; THENCE NORTH 506.22 FEET; THENCE N88°42'45"W 404.51 FEET TO THE POINT OF BEGINNING.

CONTAINS: 358,704 SF OR 8.23 ACRES

MAPLE HILLS ESTATES – PLAT "A-2" BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 00°11'19" EAST 2675.26 ALONG THE SECTION LINE AND EAST 1347.99 FEET FROM THE NORTHWEST CORNER SECTION 12, TOWNSHIP 8 SOUTH, RANGE 3 EAST, S.L.B.M;

THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 35.01 FEET (CURVE HAVING A CENTRAL ANGLE OF 91°09'59" AND A LONG CHORD BEARS N45°35'11"E 31.43 FEET); THENCE S88°49'50"E 259.67 FEET; THENCE S00°00'50"E 297.06 FEET; THENCE S88°17'48"E 298.79 FEET; THENCE S01°44'38"E 3.66 FEET; THENCE S09°11'05"W 295.63 FEET; THENCE S51°10'55"W 30.08 FEET; THENCE ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 50.07 FEET (CURVE HAVING A CENTRAL ANGLE OF 63°45'00" AND A LONG CHORD BEARS S12°50'32"E 47.53 FEET); THENCE S65°16'18"E 33.84 FEET; THENCE S41°46'43"E 344.14 FEET; THENCE WEST 380.44 FEET; THENCE N26°44'12"W 230.84 FEET; THENCE S00°32'03"E 3.01 FEET; THENCE N89°59'49"W 18.46 FEET; THENCE S00°14'27"W 106.47 FEET; THENCE ALONG THE ARC OF A 268.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 12.41 FEET (CURVE HAVING A CENTRAL ANGLE OF 02°39'10" AND A LONG CHORD BEARS N29°12'42"W 12.41 FEET); THENCE ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 83.92 FEET (CURVE HAVING A CENTRAL ANGLE OF 21°39'33" AND A LONG CHORD BEARS N19°46'09"W 83.42 FEET); THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 37.00 FEET (CURVE HAVING A CENTRAL ANGLE OF 96°21'04" AND A LONG CHORD BEARS N39°14'10"E 32.79 FEET); THENCE N07°43'02"E 28.46 FEET; THENCE ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 40.10 FEET (CURVE HAVING A CENTRAL ANGLE OF 104°26'27" AND A LONG CHORD BEARS \$40°22'05"E 34.78 FEET); THENCE ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 14.36 FEET (CURVE HAVING A CENTRAL ANGLE OF 03°42'24" AND A LONG CHORD BEARS N13°42'20"E 14.36 FEET); THENCE N15°33'32"E 26.53 FEET; THENCE ALONG THE ARC OF A 268.00 FOOT RADIUS CURVE TO A LEFT A DISTANCE OF 72.76 FEET (CURVE HAVING A CENTRAL ANGLE OF 15°33'21" AND A LONG CHORD BEARS N07°46'52"E 72.54 FEET): THENCE N00°00'11"E 457.32 FEET TO THE POINT OF BEGINNING.

CONTAINS: 375,789 SF OR 8.63 ACRES

MAPLE HILLS ESTATES – PLAT "B" BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 00°11'19" EAST 2660.57 ALONG THE SECTION LINE AND EAST 1630.11 FEET FROM THE NORTHWEST CORNER SECTION 12, TOWNSHIP 8 SOUTH, RANGE 3 EAST, S.L.B.M;

THENCE S88°49'50"E 100.51 FEET; THENCE N01°10'10"E 32.00 FEET; THENCE N32°05'53"W 228.94 FEET; THENCE N60°04'51"E 67.41 FEET; THENCE N31°24'26"W 133.05 FEET; THENCE N58°35'34"E 35.28 FEET; THENCE N31°06'33"W 142.12 FEET; THENCE S61°33'05"W 12.96 FEET; THENCE N30°45'43"W 136.33 FEET; THENCE N65°55'11"E 225.16 FEET; THENCE N25°32'31"E 11.66 FEET; THENCE N62°06'31"E 144.34 FEET; THENCE N00°11'19"W 43.42 FEET; THENCE N88°26'23"E 97.61 FEET; THENCE S50°51'25"E 188.00 FEET; THENCE S23°23'07"E 80.64 FEET; THENCE S07°23'28"E 186.59 FEET; THENCE S14°55'53"E 93.17 FEET; THENCE S03°58'20"E 72.19 FEET; THENCE S02°27'06"W 29.41 FEET; THENCE S87°04'06"W 157.92 FEET; THENCE S03°54'25"E 108.55 FEET; THENCE ALONG THE ARC OF A 152.00 FOOT RADIUS CURVE TO A RIGHT A DISTANCE OF 162.86 FEET (CURVE HAVING A CENTRAL ANGLE OF 61°23'19" AND A LONG CHORD BEARS S26°47'15"W 155.18 FEET); THENCE S01°44'38"E 318.12 FEET; THENCE N88°17'48"W 298.79 FEET; THENCE N00°00'50"W 295.05 FEET TO THE POINT OF BEGINNING.

CONTAINS: 433,407 SF OR 9.95 ACRES