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FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DESERT SHADOWS

THIS FIRST AMENDED DECLARATION is made on the date hereinafter set forth by PIONEER TRUST COMPANY OF ARIZONA, , an Arizona corporation, as Trustee under Trust No. 11,587, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Cochise County, Arizona, which is more particularly described as:

Lots 1 through 169 and Common Areas A and B of DESERT SHADOWS, a subdivision of Cochise County, Arizona, according to the map of record in the Office of the Cochise County Recorder in Book 12 of Maps and Plats at Page 24.and 24A;

and,

WHEREAS, the use of the above-described property is presently governed by a Declaration of Covenants, Conditions and Restrictions of DESERT SHADOWS recorded at Docket No. 8602-02506 in the office of the Cochise County Recorder; and,

WHEREAS, Declarant wishes to cancel, void and eliminate such Declaration of Covenants, Conditions and Restrictions for DESERT SHADOWS and substitute this First Amended Declaration of Covenants, Conditions and Restrictions for DESERT SHADOWS in its place;

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions for DESERT SHADOWS recorded in Docket No. 8602-02506 in the office of the Cochise County Recorder is hereby cancelled and has no further force and effect, and Declarant further declares that the following described property:

Lots 1 through 23, 93 through 127, 143 through 169 and Common Areas A and B of DESERT SHADOWS, a subdivision of Cochise County, Arizona, according to the map of record in the Office of the Cochise County Recorder in Book 12 of

Maps and Plats at Page 24 and 24A;

shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, such real property, and be binding upon all parties having any right, title or interest in such real property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to DESERT SHADOWS HOMEOWNERS’ ASSOCIATION, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Property” shall mean and refer to:

Lots 1 through 23, 93 through 127, 143 through 169 and Common Areas A and B of DESERT SHADOWS, a subdivision of Cochise County, Arizona, according to the map of record in the Office of the Cochise County Recorder in Book 12 of Maps and Plats at Page 24 and 24A; and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Common Areas A and B of DESERT SHADOWS, a subdivision of Cochise County, Arizona, according to the map of record in the office of the cochise county Recorder in Book 12 of Maps and plats at Pages 24 and 24A.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to PIONEER TRUST COMPANY OF ARIZONA, , an Arizona corporation, as Trustee under Trust No. 11,587, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to acceptance by the appropriate governmental entity and such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total

- votes outstanding in the Class B membership, or
(b) on June 1, 1991.

Section 3. Voting in Person or By Proxy. Any member may vote either in person or by proxy provided that any proxy must be executed in writing by the member or by his duly authorized attorney-in-fact and delivered to the Board of Directors prior to the time of the vote for which the proxy was given.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligations of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvements and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

(a) From and after July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective July 1 of each year without a vote of the membership provided such annual increase does not exceed eight percent (8%) per annum over the prior year.

(b) From and after July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the next succeeding year and any year thereafter may be increased more than eight percent (8%) per annum over the prior year by a vote of the members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of assessments

undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots (other than those owned by the Declarant) and may be collected on a monthly basis or such other basis as is specified by the Association. Any Lot owned by the Declarant (whether or not any dwelling unit located thereon shall be complete or not) shall be assessed at forty percent (40%) of the uniform rate for both annual and special assessments, but upon sale of such Lot to a third person, the Lot shall thereafter be assessed at the uniform rate.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or Trustee's Sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, landscaping, ground cover or other decoration or structure shall be commenced, installed, erected or maintained upon the property or removed from the Property, nor shall any exterior addition to or change or alteration therein (including change of exterior color or shade) be made until the plans and specifications and samples showing the nature, kind, color, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding landscaping, structures, and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Such approval may be withheld for any reason within the sole discretion of the Board of Directors or its designated committee.

ARTICLE VI INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of

any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII MAINTENANCE

Section 1. Common Area Maintenance. The Association, or its duly delegated representative, shall maintain and otherwise manage all of the Common Area property including, but not limited to, the landscaping, parking areas, streets, recreational facilities, drainageways, fences and lighting located therein, together with all sidewalks located within the pedestrian easement described in Article IX and all landscaping and ground cover located between all such sidewalks and the adjacent streets. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. The Association shall maintain all portions of the sewer system located within the Common Area and each Owner shall maintain all portions of such system located within his respective Lot.

Section 2. Other Maintenance. Each Owner shall be responsible for the upkeep and maintenance of all buildings, utility lines, pipes, wires, fixtures, conduits, post lights, landscaping, ground cover and other improvements located within his Lot, excepting any landscaping and ground cover located between the pedestrian sidewalks and the adjacent streets for which the Association shall be responsible, and further excepting any improvements encroaching on or over a Lot from any other Lot for which the Owner of the Lot from which the improvement encroaches shall be responsible. Termite control shall be the responsibility of the Owner. The owner shall maintain all portions of the sewer system located within his Lot. In the event an Owner of any Lot shall fail to maintain his Lot and the improvements and landscaping situated thereon (including any improvements which may encroach on or over any other Lot) in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) votes of the Board of Directors, shall have the right, through its agent and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements and landscaping thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII OTHER RESTRICTIONS

Section 1. The use of all buildings on the Lots shall be for residential purposes only. All buildings or structures erected upon the Property shall be new construction and no buildings or structures shall be moved from any other location onto the property. No vehicle, trailer, camper, basement, tent, shack, garage, carport or outbuilding or any structure of a temporary character shall be used on any portion of the Property at any-time as a residence either temporarily or permanently.

Section 2. Notwithstanding any provision herein contained to the contrary, it shall be permissible for the builder of a major portion of the Dwelling units to maintain during the period of construction and sale of such Dwelling Units, upon such portion of the Property as such builder may choose, such facilities as in the sole option of such builder may be reasonably required, convenient or incidental to the construction and sale of such Dwelling Units, including a business office, storage area, construction trailer or office, construction yards, signs, model units and a sales office.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and further provided that such pets do not create a nuisance for any other resident within the Property.

Section 4. No advertising signs, billboards, unsightly objects or nuisances (other than one "for rent" or "for sale" sign per Lot not exceeding five square feet) shall be erected, placed or permitted on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any building or on any portion of the Property. The foregoing covenants in this section shall not apply to any builder or its agents and employees during the construction and sale period of Dwelling Units within the Property, nor shall the covenants in this section apply to the activities of the Association or its agents and employees in furtherance of its powers and purposes as set forth herein.

Section 5. All clothes lines, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view from neighboring Lots, recreational areas, or streets. All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon.

Section 6. No fences, hedges, walls, landscaping or ground cover shall be erected or maintained upon the property except as installed in accordance with the initial construction of the buildings on the Lots or as approved by the Association or its designated representatives.

Section 7. No motorized or non-motorized vehicles of any type which is abandoned or inoperable shall be stored or kept on any Lot or within the Common Area.

Section 8. No motorized or non-motorized vehicle (whether for recreational use or otherwise), aircraft, motorcycle, trailer or boat may be kept anywhere upon the property unless same is located entirely within the carport or garage of the respective Owner.

Section 9. No street, road or pathway within or adjacent to any of the Property may be used by vehicles not duly licensed by the Motor Vehicle Department of the State of Arizona.

Section 10. No aerial, antennae, dish antennae, or other device for the reception or transmission of TV, radio, or other form of communication shall be erected on the Property without the written consent of the Association which consent may be withheld by the Association for any reason within its sole discretion.

Section 11. All Owners shall park their own vehicles within their respective carports, and all parking areas provided for in the Common Area or along any streets within or adjacent to any of the Property, shall be for the use of the guests and invitees of the Owners and the Association only. No Owner, tenant, guest, invitee or other person shall wash or repair any vehicle on any street, road or pathway within or adjacent to any of the property. No basketball backboard of any kind, visible from the adjacent streets, shall be ejected on any Lot or attached to any portion of any Dwelling Unit.

ARTICLE IX EASEMENTS

There is hereby created a blanket easement upon, across, over and under the Property, and all portions of the improvements on the property, for ingress, egress to and installation, replacement, location, repair and maintenance of, all utilities, including but not limited to, water, sewer, gas, telephone, electricity and a television reception cable system. By virtue of this easement, it shall be expressly permissible for the providing utility company, the Declarant and/or the Association to erect, locate and maintain the necessary equipment on the property and to affix, locate and maintain electrical wires, telephone wires, circuits, conduits, gas lines, water lines, and television reception cables on, above, across and under the roofs and exterior walls of the buildings on the Property.

Each Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the original builders, and an easement for ingress and egress to allow the maintenance and repair of all such encroaching structures by the Owner responsible therefore. Each Lot shall be further subject to a 10-foot wide pedestrian easement located adjacent to the public streets as shown on the recorded subdivision plat and a blanket easement for ingress and egress in favor of the Association and/or its duly delegated representatives to enable it to exercise its maintenance obligations and rights as set forth in Article VII.

ARTICLE X OTHER SERVICES

Section 1. Water. The Association shall provide water for use within the Common Area from the appropriate utility, and the cost of same shall be added to the assessments. The appropriate utility shall provide water for all uses within the boundaries of each Lot and each Lot

shall have a separate meter to measure such water use and the Owner of each Lot shall pay the charge for such water use directly to the appropriate utility.

Section 2. Television. The Association, at its option, may provide a master television reception antennae and/or cable TV, and the cost of same shall be added to the assessments.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this First Amended Declaration. Failure by the Association or by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this First Amended Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this First Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This First Amended Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration Annexation of additional properties, dedication of Common Area, and amendment to this First Amended Declaration of Covenants, Conditions and Restrictions.

Section 5. Master Association. Upon two-thirds (2/3) vote of the members, the Association may be made a member of a larger Master Association and subject all of the Property to the rules, regulations, covenants, conditions and restrictions of such Master Association. The foregoing action shall only be taken upon the determination of the FHA and the VA that the entry into the Master Association is in accord with the general plan previously approved by them.

Section 6. Annexation. For five (5) years from the date of the sale of the first Lot, Declarant reserves the right to annex all or any portion of the remaining Lots within DESERT SHADOWS, a subdivision of Cochise county, Arizona, according to the map of record in the Office of the Cochise County Recorder in Book 12 of Maps and Plats at Pages 24 and 24A, and/or that certain real property located in the Northwest Quarter of Section 5, Township 22 South, Range 21 East, of the Gila and Salt River Base and Meridian in Cochise County, Arizona,

and more particularly described on the attached Exhibit A, without the consent of the Owners or the Association. From and after five (5) years from the date of sale of the first Lot, annexation of any properties shall require the assent of two-thirds (2/3) of each class of members. Annexation shall be accomplished by recordation of an appropriate Declaration of Annexation describing the annexation parcel and incorporating this First Amended Declaration of Covenants, Conditions and Restrictions for DESERT SHADOWS by reference. Thereafter, the annexation parcel shall be subject to this First Amended Declaration of Covenants, Conditions and Restrictions for DESERT SHADOWS.

ARTICLE XII
REAL PROPERTY TAXES AND ASSESSMENTS

The Association shall pay all ad valorem real property taxes and assessments for the Common Area and the cost of same shall be added to the assessments. Each Owner shall be responsible for payment of any ad valorem real property taxes and assessments assessed against his Lot and the improvements thereon.

DATED this 29th day of September, 1986.
PIONEER TRUST COMPANY OF ARIZONA,
an Arizona corporation, as
Trustee under Trust No. 11, 587

By
Eleanor Ortega, Trust Officer
STATE OF ARIZONE)
) ss.
County of pima)

The foregoing instrument was acknowledged before me this 29th day of September, 1986, by Eleanor Ortega, as Trust Officer of PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, on behalf of the corporation, as Trustee under Trust No.11,587.

Notary Public
My Commission Expires:
5-8-90

EXHIBIT 'A'

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 21 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 5:

THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS EAST COINCIDENT WITH THE WEST LINE OF SAID SECTION 5M A DISTANCE OF 1,375.00 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 21 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 264.45 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 278.12 FEET;

THENCE NORTH 48 DEGREES 00 MINUTES EAST, A DISTANCE OF 560.00 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,710.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00 DEGREES 20 MINUTES 37 SECONDS WEST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 1,925.00 FEET TO THE CENTER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 52 MINUTES 55 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2,647.93 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE NORTH 00 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 1,375.01 FEET ALONG THE WEST LINE OF SAID SECTION 5 TO A POINT;

THENCE SOUTH 88 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 764.59 FEET TO A POINT;

THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 443.00 FEET AND AN INTERIOR ANGLE OF 41 DEGREES 48 MINUTES 00 SECONDS. A DISTANCE OF 323.19 FEET TO A POINT OF TANGENCY;

THENCE NORTH 48 DEGREES 07 MINUTES 45 SECONDS EAST, A DISTANCE

OF 119.93 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 657.00 FEET AND INTERIOR ANGLE OF 41 DEGREES 48 MINUTES 00 SECONDS, A DISTANCE OF 479.31 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, A DISTANCE OF 62.31 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2,257.00 FEET AND AN INTERIOR ANGLE OF 09 DEGREES 00 MINUTES 00 SECONDS. A DISTANCE OF 354.53 FEET TO A POINT;

THENCE SOUTH 08 DEGREES 55 MINUTES 45 SECONDS WEST, A DISTANCE OF 309.00 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,200.00 FEET AND AN INTERIOR ANGLE OF 05 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE. OF 104.72 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,536.00 FEET AND AN INTERIOR ANGLE OF 09 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 241.27 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 380.00 FEET AND AN INTERIOR ANGLE OF 77 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 510.68 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS WEST, A DISTANCE OF 952.00 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.