



Doc ID: 017073790127 Type: CRP
 Recorded: 12/17/2015 at 03:46:58 PM
 Fee Amt: \$474.00 Page 1 of 127
 Revenue Tax: \$0.00
 Instr# 201500021864
 Gaston, NC

Susan S. Lockridge Register of Deeds
 BK **4821** PG **1354-1480**

127 RECORDING FEE 474.00

**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND
 RESTRICTIONS**

FOR

McLEAN

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF
 THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF
 NORTH CAROLINA**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF
 POLITICAL SIGNS**

**THIS DOCUMENT SUSPENDS THE REQUIREMENT TO IRRIGATE
 DURING ANY PERIOD IN WHICH WATER CONSERVATION
 MEASURES HAVE BEEN IMPOSED BY A VALID GOVERNMENTAL
 AUTHORITY**

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**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
McLEAN**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR McLEAN (“Master Declaration”) is made as of this 14th day of December, 2015 (“Effective Date”) by NW LAKE WYLIE LLC, a Delaware limited liability company (“Declarant”).

**Article I
Purpose and Intent**

1.1 Declarant’s Vision for the Community. Declarant is the owner of the real property described in the attached Exhibit A, which is incorporated by reference (the “Property”). Declarant intends by this Master Declaration to impose upon the Properties, as hereafter defined, mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant intends that McLean (the “Community”) will be a mixed-use community with a variety of residential, commercial, office, and non-profit uses. Based on this overall vision, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties pursuant to a common plan, and to provide for the administration, maintenance, preservation, use, and enjoyment of such Properties as are now or later subjected to this Master Declaration. This Master Declaration establishes a planned community under the North Carolina Planned Community Act (the “Act”).

1.2 Reservation of Rights. Since the Community will be developed over a period of years, and will therefore be subject to changing technology, consumer preferences, and market forces, Declarant reserves the right to modify, alter, or change the Master Plan and its development plans for the Community, from time to time. No statement contained in this Master Declaration shall be construed as a warranty or representation with respect to the nature of the services, utilities, amenities, and land uses to be located in the Community, or the administration and operation of the Community.

1.3 Binding Effect. Declarant declares that all of the Property described in Exhibit A and any Additional Property which is subjected to this Master Declaration by Supplemental Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which (a) are for the purpose of protecting the value and desirability of the Properties, (b) shall run with the title to the Properties, and (c) shall be binding on and inure to the benefit of all parties having any right, title, or interest in the described Properties, their heirs, successors, and assigns. This Master Declaration shall remain in effect and shall be enforceable by Declarant, the Master Association, any Owner, and their respective legal representatives, successors, and assigns. This Master Declaration shall remain in effect for thirty (30) years from the date it is recorded in the Registry, and shall be automatically extended for successive periods of ten (10) years each, unless an instrument to terminate the Master Declaration is signed by Owners holding eighty percent (80%) of the votes in the Master Association and recorded in the Registry.

1.4 Governing Documents. The Governing Documents for the Properties consist of the following, which may be amended, from time to time, pursuant to this Master Declaration:

- (a) This Master Declaration and any Supplemental Declarations that are recorded in the Registry;
- (b) The Articles of Incorporation and the Bylaws of the Master Association;
- (c) The Rules;
- (d) The Architectural Guidelines for the Community and for each Neighborhood within the Community; and
- (e) Any resolutions that the Master Association's Board of Directors adopt pursuant to this Master Declaration.

1.5 Conflicts. The Governing Documents apply to all Owners, tenants, and occupants of any portion of the Properties, along with their respective guests and invitees. All leases within the Community are subject to the Governing Documents. Some areas of the Community may be subject to additional covenants, restrictions, and easements, and may be under the administration of an Additional Association or Neighborhood Committee. If there is a conflict between or among the Governing Documents and any additional covenants, restrictions, and easements, the most restrictive will control.

Article II Definitions

2.1 "Act" means the North Carolina Planned Community Act, Chapter 47F, North Carolina General Statutes, as it may be amended from time to time.

2.2 "Additional Association" means a condominium association, townhome association, commercial association, association for an age-restricted community, neighborhood association, or any other owners' association that has jurisdiction over any portion of the Properties. If an Additional Association is created, the jurisdiction of the Additional Association shall be concurrent with the jurisdiction of the Master Association.

2.3 "Additional Property" means all or any portion of the real property described on the attached Exhibit B which Declarant may subject to this Master Declaration and make part of the Property.

2.4 "Affiliate" means any Person, directly or indirectly, controlling, controlled by, or under common control, with Declarant. "Control," in this context, means the power to direct and manage operations and policies, whether by contract, by the exercise of voting rights, membership interests, or securities, or by some other direct or indirect means.

2.5 "Architectural Guidelines" mean the guidelines, standards, and review procedures for architectural design, construction, landscaping, and operation of the Improvements constructed within the Community. The Architectural Review Committee may issue Guidelines for different Neighborhoods in the Community, all of which may be amended from time to time by the Architectural Review Committee. The term "Architectural Guidelines"

collectively includes the Architectural, Design, Landscape, and Riparian Buffer Guidelines, which are promulgated by the Architectural Review Committee, from time to time.

2.6 “**Architectural Review Committee**” or “**ARC**” means the committee appointed by the Board that has been delegated the review and decision-making authority over development and construction of all Improvements constructed in the Community. The ARC reports to and is subject to the jurisdiction of the Board. The ARC also has the authority to establish ARC sub-committees that will serve as the reviewing body for each Neighborhood (“**Neighborhood ARC**”), but which will report back to and shall be under the jurisdiction of the ARC.

2.7 “**Area of Common Responsibility**” means the Common Area, together with those areas, if any, which by the terms of this Master Declaration or by contract or agreement with any Additional Association or Commercial Owner, become the responsibility of the Master Association.

2.8 “**Articles of Incorporation**” or “**Articles**” mean the Articles of Incorporation of McLean Master Association, Inc., as filed with the Secretary of State of North Carolina.

2.9 “**Assessments**” collectively mean and refer to any and all of the various types of Assessments levied by the Board, including without limitation Base Assessments, Specific Assessments, Special Assessments, Neighborhood Assessments, Capital Improvement Assessments, and Commercial Assessments.

2.10 “**Base Assessment**” means the annual Assessments levied against all Units in the Properties to fund Common Expenses.

2.11 “**Board of Directors**” or “**Board**” means the body responsible for administration of the Master Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under North Carolina corporate law. Each member of the Board of Directors shall be referred to as a “**Director**” under this Master Declaration and the Bylaws.

2.12 “**Bylaws**” mean the Bylaws of McLean Master Association, Inc., as they may be amended from time to time.

2.13 “**Capital Contribution Assessment**” means an Assessment paid by or on behalf of the first purchaser of a Lot or Unit, as more specifically set forth in **Section 12.10**.

2.14 “**Class “A” Member**” means all Owners of single-family Lots, Homes, or Residential Units, who are not Participating Builders, Commercial Owners, or Declarant.

2.15 “**Class “B” Member**” or “**Builder**” means any Person who purchases a portion of the Properties for the purpose of subdivision, development, or constructing Improvements for resale in the ordinary course of business, including without limitation, a “Participating Builder” as defined in **Section 2.56**.

2.16 “**Class “C” Member**” or “**Commercial Owner**” means any Person who owns a Commercial Parcel or a portion of the Properties that is restricted for commercial use.

2.17 “**Class “D” Member**” means Declarant, its successors and assigns.

2.18 **“Class ‘D’ Control Period”** means and refers to the period of time during which the Class “D” Member is entitled to appoint a majority of the members of the Board of Directors. The Class “D” Control Period shall terminate on the first to occur of the following events (the **“Turnover Date”**):

- (a) when Declarant no longer owns any portion of the Property described on **Exhibit A** or the Additional Property described on **Exhibit B**;
- (b) Twenty (20) years after the date this Master Declaration is recorded in the Registry; or
- (c) When the Class “D” Member, in its sole discretion, records a written instrument in the Registry terminating the Class “D” Control Period.

During the Class “D” Control Period, the Class “D” Member shall have all of the Special Declarant Rights reserved in the Act, together with any additional rights described in **Article XVII**.

2.19 **“Commercial Association”** means an Additional Association composed of Owners of Commercial Parcels within the Community.

2.20 **“Commercial Parcels”** means a portion of the Property or Additional Property that is restricted to commercial use.

2.21 **“Commercial Unit”** means a Unit that is restricted to commercial use.

2.22 **“Common Area”** collectively means all Exclusive Common Area and all General Common Area, as defined in **Section 2.33** and **Section 2.35**, respectively. The Common Area may include, without limitation, easements, private streets, open space, landscaping, signage and entry features, lakes, ponds, wetlands, streams, detention ponds, recreational amenities, parking areas, playing fields, walkways, paths, walking trails, hiking trails, and similar active and passive recreational facilities or open space, among other things; provided, Declarant is not obligated to provide or include any of the foregoing within the Common Area.

2.23 **“Common Expenses”** means and includes the actual and estimated expenses incurred by the Master Association for the general benefit of all Unit Owners, including any reasonable reserves, as determined to be necessary and appropriate by the Board pursuant to this Master Declaration, the Bylaws, and the Articles of Incorporation of the Master Association. The term “Common Expenses” shall not include any expenses incurred during the Class “D” Control Period for initial development, original construction or installation of infrastructure, original capital improvements.

2.24 **“Community”** means McLean, a mixed-use community with a variety of residential, commercial, office, and non-profit uses, to be developed on the Property and Additional Property by Declarant.

2.25 **“Community-Wide Standard”** means the higher of (a) the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, or (b) the minimum standards established by the Architectural Guidelines, Rules, and Board resolutions. The Community-Wide Standard may contain objective and subjective elements, and will evolve as

the Community progresses and the needs and desires of the Owners in the Community change over time. However, the Community-Wide Standard shall never be lower than the standard established by Declarant as of the end of the Class “D” Control Period.

2.26 **“Condominium”** means Improvements that are created under the North Carolina Condominium Act by recording a Declaration of Condominium and the required plats and plans in the unit ownership files of the Registry.

2.27 **“Condominium Unit”** means each separately numbered unit in the Condominium.

2.28 **“Covenant to Share Costs”** means any declaration of easement, cost-sharing agreement, or similar instrument that is recorded by Declarant and which obligates the Master Association, Additional Associations, Commercial Owners, or other Owners to share in the cost of maintaining certain areas of real property or Improvements within the Properties.

2.29 **“CPI”** means the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84=100) issued by the US Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, the Board shall use the index that is most similar to the CPI that is publicized by the United States Government indicating changes in the cost of living.

2.30 **“Declarant”** means NW LAKE WYLIE LLC, a Delaware limited liability company, or its successors, successors-in-title or assigns who take title to any portion of the Property described on **Exhibit A** or the Additional Property described on **Exhibit B** for the purpose of development and/or sale and are designated as Declarant in a recorded instrument executed by the immediately preceding Declarant. Upon Declarant’s designation of such successor Declarant, all rights, duties, and obligations of the former Declarant in and to its status as “Declarant” shall cease, so that only one entity shall be entitled to exercise the rights and powers of Declarant at any specific time.

2.31 **“Duke”** means Duke Energy Carolinas, LLC, its successors and assigns, and its division, Duke Energy Lake Management.

2.32 **“Entrance Monument”** means the easement area(s) designated by Declarant as “Entrance Monument Easement,” “Entrance Monument Area,” or “COS” (or a similar term) located at the entryway to the Community, a Commercial Parcel, or a Neighborhood, as shown on the Map, and the monuments and entrance signs located on such parcels, together with any lighting, irrigation system, landscaping and other Improvements which may be constructed within such Entrance Monument Area, to be used as the entrance for the Community, a Commercial Parcel, or a Neighborhood.

2.33 **“Exclusive Common Area”** means all real and personal property which the Master Association now or hereafter owns or otherwise holds for the exclusive use and benefit of one or more, but less than all, Neighborhoods or Commercial Parcels, as more particularly described in Article IV of this Master Declaration. The Exclusive Common Area may include the Neighborhood Amenities that are specific to a Neighborhood and which will be maintained by Neighborhood Assessments.

- 2.34 **“FERC”** means the Federal Energy Regulatory Commission.
- 2.35 **“General Common Area”** means all real and personal property that the Master Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.
- 2.36 **“Home”** means a structure for use and occupancy as a detached single-family residence. Each Lot shall contain no more than one Home. The definition of Home includes patio homes, cluster homes, zero-lot line homes, and townhomes. The term “Home” includes the Lot on which it is constructed, and each Lot and Home is collectively considered to be a Residential Unit.
- 2.37 **“Improvement”** or **“Improvements”** means any and all man-made changes or additions to any portion of the Property. The definition of Improvements includes both the initial Improvements and all later changes to Improvements.
- 2.38 **“Lake”** means Lake Wylie.
- 2.39 **“Lot”** or **“Lots”** means the separately numbered residential parcels depicted on the Map.
- 2.40 **“Map”** means (i) the plat of “South Shore, Phase 1, Map 1” recorded in Plat Book 84, Pages 23-26 in the Registry, which describes Lots 21, 22, 24, 26, 29, 31, 32, 36, 40, 80, 81, 83, 105, 106, 129, 134, and 157, and which was re-recorded in Plat Book ___, Pages _____ in the Registry to revise Lot 32 and add Lot 107; (ii) any portion of the Property described on **Exhibit A** which is further subdivided into platted Lots and recorded in the Registry; (iii) any map of any portion of the Additional Property recorded by Declarant; and (iv) any revision of any such Map recorded by Declarant.
- 2.41 **“Master Association”** means McLean Master Association, Inc., a North Carolina non-profit corporation, its successors or assigns.
- 2.42 **“Master Plan”** means the plan for the development of the Community prepared by Merrick & Company, as revised and amended from time to time in Declarant’s discretion and in accordance with applicable zoning. The Master Plan is a flexible document that reflects Declarant’s development plans at a particular time. The Master Plan is a planning tool for Declarant, and is not intended to create a binding obligation to any Person. Inclusion of real property on the Master Plan shall not obligate Declarant to submit the Additional Property to this Master Declaration, nor shall the omission of any real property on the Master Plan bar its later submission to this Master Declaration.
- 2.43 **“Member”** means a Person entitled to membership in the Master Association.
- 2.44 **“Mortgage”** means a mortgage, a deed of trust, a deed to secure debt or any other form of security deed.
- 2.45 **“Mortgagee”** means a beneficiary or holder of a Mortgage.
- 2.46 **“Mortgagor”** means any Person who gives a Mortgage.

2.47 **“Neighborhood”** means each separately developed residential area comprised of one or more housing types subject to this Master Declaration, whether or not governed by an Additional Association, in which Owners in the Neighborhood have common interests, other than those common to all Master Association Members, such as a common theme, entry feature, development name, and/or Exclusive Common Areas and Neighborhood Amenities that are not available for use by the Owners who do not own Residential Units in the Neighborhood. Each Neighborhood will be created by a Supplemental Declaration that will constitute the Neighborhood Declaration. For example, and by way of illustration and not limitation, each Condominium, townhome development, cluster home development, and single-family detached housing development may constitute a separate Neighborhood or may be part of a larger Neighborhood. In addition, each parcel of real property intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one Neighborhood or being part of a larger Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (if one is established in accordance with the Bylaws) or Neighborhood Association (as defined in **Section 5.3**) having jurisdiction over the Exclusive Common Area and Units within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by an Additional Association except in the case of a Condominium or otherwise as required by law. Neighborhoods may be divided or combined in accordance with **Section 5.3** of this Master Declaration.

2.48 **“Neighborhood Amenities”** mean certain Improvements, facilities, or recreational amenities within the Neighborhood’s Exclusive Common Area, which are for the exclusive use of Owners in a specific Neighborhood.

2.49 **“Neighborhood Assessments”** means assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in **Section 12.1** and **Section 12.3**.

2.50 **“Neighborhood Declaration”** means a Supplemental Declaration that contains specific terms, covenants, conditions, provisions, and restrictions that are unique to a specific Neighborhood. The term “Neighborhood Declaration” shall include a declaration that creates a Condominium.

2.51 **“Neighborhood Expenses”** means the actual and estimated expenses incurred by the Master Association for the benefit of Owners of Residential Units within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors. Neighborhood Expenses shall include the cost of maintaining, repairing, resurfacing, and replacing any private drive or private road that is installed by Declarant to serve a Lot or Residential Unit which cannot be served or accessed by a Public Road (**“Private Road”**). All Private Roads in a Neighborhood shall be a common Neighborhood Expense shared by all Owners in the Neighborhood, whether or not their Lots or Residential Units are served by the Private Road.

2.52 **“Neighborhood Representative”** means the representative selected by the Declarant during the Class “D” Control Period and following Turnover, by the Members of each Neighborhood pursuant to **Section 5.3(f)**. The Neighborhood Representative will be responsible for casting all votes attributable to the Residential Units in the Neighborhood for election of Directors, amending this Master Declaration or the Bylaws, and all other matters provided for in this Master Declaration and in the Bylaws.

- 2.53 **“Non-Residential Unit”** means a portion of the Property or Additional Property which is (i) intended for independent ownership, development, and use for any permitted nonresidential purpose, including, without limitation, offices, retail stores, churches, and schools, or (ii) a Condominium restricted for non-residential use, or (iii) a rental apartment development consisting of multiple residential apartments with shared facilities, provided that all of such apartments are owned by a single owner and leased or otherwise operated on a commercial basis. A Commercial Unit is a Non-Residential Unit that is restricted for commercial use.
- 2.54 **“Owner”** means one or more Persons who hold the record title to any Unit that is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- 2.55 **“Parcel”** means each separately developed area within the Community as shown on the Master Plan.
- 2.56 **“Participating Builder”** means one or more Persons in the business of building and selling Homes to buyers that is selected by Declarant to buy Lots and construct Homes for sale in the Property, for so long as the Participating Builder is in good standing with Declarant. Declarant is not responsible for the acts or omissions of a Participating Builder.
- 2.57 **“Person”** means any natural person, corporation, partnership, joint venture, limited liability company, association, trust, trustee, or any other legal entity.
- 2.58 **“Phase”** means any phase, section or portion of the Property for which a separate Map or Maps are recorded in the Registry.
- 2.59 **“Pier Zones”** means the portions of Lake Wylie located adjacent to certain of the Waterfront Lots designated as “Pier Zone” on an unrecorded plat available from the ARC, to be used by a Waterfront Lot Owner for purposes of constructing a dock or pier, as set forth in **Section 14.18**.
- 2.60 **“Pond Lots”** means any Lots that abut a Pond as shown on the Map, and any other Lots designated as Pond Lots that are added by Supplemental Declaration.
- 2.61 **“Private Amenities”** means certain real property and the Improvements and facilities located adjacent to, in the vicinity of, or within the Properties, which are privately owned and operated by Persons other than the Master Association, any Neighborhood Association, or Declarant for recreational and related purposes, on a club membership basis or otherwise.
- 2.62 **“Properties”** means the Property, together with such Additional Property subjected to this Master Declaration by Supplemental Declaration.
- 2.63 **“Property”** means the real property described on **Exhibit A**, which includes all of the land on which the Neighborhood known as South Shore, Phase I will be constructed.
- 2.64 **“Public Roads”** means all streets, roads, and cul-de-sacs in the Community and shown on the Map, all to be maintained by the Master Association as more particularly set forth in **Section 6.1** of this Master Declaration until dedicated to the public and accepted for public maintenance by the City of Belmont Public Works Department or another governmental entity.

2.65 **“Recreational Amenities”** means nature trails, hiking trails, parks, and other passive amenities that are available to all Owners in the Community that are part of the Common Area or the Area of Common Responsibility, and are subject to the control of the Master Association.

2.66 **“Registry”** means the Office of the Register of Deeds for Gaston County, North Carolina.

2.67 **“Residential Unit”** means a portion of the Property or Additional Property that is intended for ownership, development, and use for residential purposes. The term “Residential Unit” collectively refers to Lots, Homes, and Condominium Units. In the case of a Home, the term includes all portions of the Lot owned by the Owner as well as the Improvements that serve as an attached or detached residence for a single family.

2.68 **“Riparian Buffer Area”** means the area that is a setback of fifty (50) feet from the full pond contour elevation around the entire shoreline of Lake Wylie, as established by the Division of Water Quality of the North Carolina Department of Environment and Natural Resources (“DENR”), which is the governing authority for everything within the Riparian Buffer Area, and which may change the Riparian Buffer Area, from time to time. The Riparian Buffer Area is a setback in which no Improvements can be built and consists of two zones: a thirty (30) foot buffer which is measured from the full pond contour (the **“30-foot Buffer”**) and an additional twenty (20) foot buffer which is measured from the 30-foot Buffer (the **“Buffer”**). Within the 30-foot Buffer, Owners may only remove trees that are less than five (5) inches in diameter measured four-and-a-half (4.5) feet from the ground, along with underbrush. Within the 20-foot Buffer, Owners may remove trees that are more than five (5) inches in diameter measured four-and-a-half (4.5) feet from the ground, but may not build any Improvements. The complete text of the current DENR rules concerning the Riparian Buffer and Riparian Buffer Area is attached as a schedule to the Architectural Guidelines, and should be consulted for greater detail.

2.69 **“Rules”** means the rules and regulations issued, from time to time, by Declarant or the Board of the Master Association. The Rules are not covenants that run with the land and shall never be recorded. Declarant and the Board have the authority, in establishing Rules, to interpret and clarify the restrictions in this Master Declaration and any Supplemental Declaration.

2.70 **“Special Assessment”** means assessments levied in accordance with **Section 12.4.**

2.71 **“Specific Assessment”** means assessments levied on specific Units in accordance with **Section 12.5.**

2.72 **“Street Lights”** means those street lights, if any, which may be constructed upon and over the rights-of-way of the Public Roads and other Common Areas.

2.73 **“Supplemental Declaration”** means an amendment or supplement to this Master Declaration that subjects Additional Property to this Master Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. A Neighborhood Declaration will be created by Declarant recording a Supplemental Declaration.

The term shall also refer to the instrument recorded by the Master Association pursuant to **Section 10.2** of this Master Declaration to subject Additional Property to this Master Declaration. Additional Property may only be added as provided by the terms of this Master Declaration.

2.74 **“Unit”** means a portion of the Properties, whether developed or undeveloped, that is intended for development, use, and occupancy by Persons other than the Master Association. The terms “Units” collectively refers to Residential Units, Non-Residential Units, and Commercial Units. In the case of a parcel of vacant land or land on which Improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel or the maximum allowable square footage of any Commercial Units on the Master Plan or the site plan approved by Declarant, whichever is more recent, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction. After issuance of a certificate of occupancy on any portion thereof, the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

2.75 **“Waterfront Lot”** means any Lot that has a boundary along the shoreline of the Lake.

Article III

Property Subject to this Master Declaration and within the Jurisdiction of the Master Association

3.1 **Property.** The Property subjected to this Master Declaration is described on the Map referred to in **Section 2.40**. If any of the Additional Property is subjected to this Master Declaration by filing one or more Supplemental Declarations as provided in **Section 3.2**, such Additional Property will be incorporated into the definition of the Property.

3.2 **Additions to the Property: Neighborhood Declarations.**

(a) Declarant may cause Additional Property (including Common Areas) to be made subject to the terms of this Master Declaration by filing one or more Supplemental Declarations in the Registry. Each Supplemental Declaration shall contain a description of the Additional Property and a statement by Declarant of its intent to extend the operation and effect of this Master Declaration to the Additional Property.

(b) Any Supplemental Declaration may contain complementary additions as may be necessary in the judgment of Declarant to reflect the different character of the Additional Property. In no event shall any Supplemental Declaration revoke, modify or add to the covenants and restrictions contained in this Master Declaration with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Supplemental Declarations, without meeting the requirements for amendment set forth in this Master Declaration.

(c) So long as Declarant owns any part of the Properties, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole

or in part, the terms and provisions of this Master Declaration, any Supplemental Declaration, or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

(d) Declarant may also create, by Supplemental Declaration, a Neighborhood Declaration for each Neighborhood that contains additional covenants and restrictions that are specific to a Neighborhood within the Community.

Article IV Property Rights

4.1 Ownership of Common Area. Declarant reserves the right to construct the following within the Common Areas: (i) the Entrance Monuments to be located at the entrance of the Community, any Neighborhood, or any Commercial Parcel; (ii) walking trails; (iii) the Public Roads (including, as applicable, drainage facilities and other Improvements), as reflected on the Map; (iv) the water system and sanitary sewer system that serves the Community; (v) the Recreational Amenities; and (vi) any other Improvements that Declarant, in its sole opinion, may deem necessary or desirable for the use and enjoyment of the Owners, as provided in this Master Declaration. All of the Common Areas owned by Declarant shall be conveyed by Declarant to the Master Association no later than fifteen (15) years following the recordation of this Master Declaration, and will thereafter be owned and maintained by the Master Association. Notwithstanding the recordation of any Map or any other action by Declarant or the Master Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the general public (with the exception of (x) the portion of the walking trails that are designated for the general public, (y) the Public Roads, and (z) that portion of the water, sewer, and drainage facilities which shall eventually be dedicated to the general public and which are intended to be accepted for public maintenance by the City of Belmont Public Works Department or another governmental entity, subject to a twelve (12) month warranty by Declarant of the Improvements following acceptance).

4.2 General. As an appurtenance to his/her Unit and passing with the title to such Unit, every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to the following:

- (a) This Master Declaration, as it may be amended from time to time, and to any restrictions or limitations contained in any deed conveying such property to the Master Association;
- (b) The right of Declarant or the Board to adopt Rules regulating the use and enjoyment of the Common Area;
- (c) The right of Declarant or the Master Association to grant or reserve utility, drainage, or other easements across the Common Area;
- (d) The right of the Master Association to suspend the voting rights of any Member of the Master Association to use the Common Area (i) for any period during which any Assessment or charge remains delinquent, or (ii) for a period not to exceed thirty (30) days for a single violation, or for the period of any continuing violation, of the Master Declaration, Bylaws, or Rules, after a notice and hearing pursuant to the Bylaws and the Act;

(e) The right of the Board to suspend the right of an Owner to use Neighborhood Amenities within the Exclusive Common Area (i) for any period during which any Assessment or charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation, or for the period of any continuing violation, of the Declaration, Bylaws, or Rules of the Master Association after notice and a hearing pursuant to the Bylaws and the Act;

(f) The right of the Master Association to dedicate or transfer all or any part of the General Common Area or the Exclusive Common Area;

(g) The right of a Neighborhood Committee or Neighborhood Association to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any Neighborhood Amenities located upon the Exclusive Common Area within the Neighborhood or to request that the Master Association include such costs in the Neighborhood Assessment for the Neighborhood;

(h) The right of the Master Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred on behalf of the Master Association; and

(i) The rights of certain Owners living within a Neighborhood to the exclusive use of portions of the Common Areas which are designated as Exclusive Common Areas within the Neighborhood, as more particularly described in **Section 4.3**.

Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures and Rules it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's tenant and shall forfeit the right to use the Common Areas during the term of the lease. The Rules may include, without limitation, limits on the number of guests and frequency of their visits, charges for guest use, and similar limitations and requirements.

By acceptance of a deed to a Unit, each Owner acknowledges that the water levels of all bodies of water within the Community may vary. There is no guarantee by Declarant, the Master Association, or Duke that water quality or water levels will be constant, consistent, or aesthetically pleasing at any particular time, and that water levels may be non-existent, from time to time.

4.3 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use of Owners and occupants of Units within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Units in those Neighborhoods to which the Exclusive Common Areas are assigned.

By way of illustration and not limitation, an Exclusive Common Area may include Neighborhood Amenities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Any Exclusive Common Area shall be designated as such and the exclusive use shall be assigned

to a specific Neighborhood in the deed conveying the Exclusive Common Area to the Master Association or on the Map relating to such Exclusive Common Area. The Exclusive Common Area may also include Private Roads that serve some of the Lots or Residential Units within the Neighborhood that cannot be served by a Public Road. The Master Association shall be responsible for maintaining the Private Roads, including repair, resurfacing, and reconstruction, when necessary.

A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and after the Turnover Date, the Exclusive Common Area may be reassigned upon the vote of Neighborhood Representatives representing a majority of the total Class "A" votes in the Master Association, including a majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Areas are or are to be assigned. As long as Declarant owns any part of the Properties for development and/or sale, any such assignment or reassignment shall also require the consent of Declarant.

4.4 Private Amenities. Access to and use of the Private Amenities (if any), now or in the future, is strictly subject to the rules, restrictions, and procedures of the respective owners of the Private Amenities, and no Person gains any right to enter or to use the facilities in such Private Amenities by virtue of membership in the Master Association or ownership or occupancy of a Unit.

All Persons, including all Owners, are advised that no representations or warranties, either written or oral, have been or are made by Declarant or any other Person with regard to the nature or size of Improvements to, or the continuing ownership or operation of the Private Amenities. No purported representation or warranty, written or oral, in regard to the Private Amenities shall ever be effective without an amendment to this Master Declaration executed or joined into by Declarant.

The ownership or operational duties of and as to the Private Amenities may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations by an independent entity, (b) conversion of the membership structure to an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenity, or (c) the conveyance of a Private Amenity to one or more Affiliates, shareholders, employees, or independent contractors of Declarant. No consent of the Master Association, any Additional Association, Neighborhood Committee, or any Owner shall be required to effectuate such a transfer or conversion.

Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by the respective owners of the Private Amenities. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

Article V Membership and Voting Rights

5.1 Membership. Every Owner is a Member of the Master Association. Membership is appurtenant to and inseparable from ownership of a Unit. Each Owner, whether one or more

Persons, shall have only one membership per Unit. If more than one Person owns a Unit, rights of use and enjoyment shall be as provided in this Master Declaration, the rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Master Declaration and the Bylaws. The membership rights of a Unit owned by a corporation, limited liability company, or partnership shall be exercised by the individual designated from time to time by the Owner of the Unit in a written instrument provided to the Secretary of the Master Association.

5.2 Voting. The Master Association initially shall have four classes of membership: Class "A", Class "B", Class "C", and Class "D".

(a) Class "A". Class "A" Members shall be all Owners of Residential Units. After the Turnover Date, each Class "A" Member shall be entitled to one equal vote for each Residential Unit in which it holds the interest required for membership under Section 5.1. There shall be only one vote per Residential Unit. Pursuant to Section 5.3, a Neighborhood Representative will be appointed or elected to represent each Neighborhood. After the appointment or election of a Neighborhood Representative, the Neighborhood Representative shall exercise the vote for each Residential Unit unless otherwise specified in this Master Declaration or the Bylaws. The Neighborhood Representative may cast all such votes as it, in its discretion, deems appropriate.

After the Turnover Date, in any situation where a Class "A" Member is entitled personally to exercise the vote for his or her Unit and more than one Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended if more than one Person seeks to exercise the right to vote.

(b) Class "B". Class "B" Members shall be all Owners who are Builders, Participating Builders, or who are holding portions of the Property for sale, construction, or development.

(c) Class "C". Class "C" Members shall be all Owners who own Commercial Parcels, Commercial Units, and/or Non-Residential Units.

(d) Class "D". The Class "D" Member shall be Declarant. The rights of the Class "D" Member, including the right to approve actions taken under this Master Declaration and the Bylaws, are specified elsewhere in this Master Declaration and the Bylaws. The Class "D" Member shall be entitled to appoint the Neighborhood Representatives and the members of the Board of Directors during the Class "D" Control Period, as specified in the Bylaws. After termination of the Class "D" Control Period, the Class "D" Member shall have a right to disapprove actions of the Board of Directors and any committee as provided in the Bylaws. The Class "D" membership shall terminate and become converted to Class "C" membership upon the earlier of the following (the "Turnover Date"):

(i) when Declarant no longer owns any portion of the Property described on Exhibit A or the Additional Property described on Exhibit B;

- (ii) Twenty (20) years after the date this Master Declaration is recorded in the Registry; or
- (iii) When the Class “D” Member, in its sole discretion, records a written instrument in the Registry terminating the Class “D” Control Period.

5.3 Neighborhoods, Neighborhood Declarations, Neighborhood Committees, Neighborhood Association, and Neighborhood Representatives.

(a) Neighborhoods. Every Residential Unit shall be located within a Neighborhood. The Residential Units within a particular Neighborhood will be subject to additional covenants in the form of a Supplemental Declaration (“**Neighborhood Declaration**”). The Neighborhood Declaration shall apply to every Residential Unit within that Neighborhood and shall set forth a general plan of development for that Neighborhood. The Neighborhood Declaration shall be enforceable by each Residential Unit within that Neighborhood and shall be appurtenant to and pass with the title to each Residential Unit in that Neighborhood. The Master Association shall also be empowered by this Master Declaration and by the separate Neighborhood Declaration to enforce the provisions of this Master Declaration and the Neighborhood Declaration.

(b) Creation of Neighborhoods. Declarant shall designate and create the Neighborhoods. **Exhibit A** to this Master Declaration designates the first phase of the South Shore Neighborhood. When Declarant files each Supplemental Declaration, Declarant shall initially assign the Additional Property described in the Supplemental Declaration to a specific Neighborhood by name, which Neighborhood may be already in existence or newly created. Declarant may unilaterally amend this Master Declaration or any Supplemental Declaration from time to time to re-designate Neighborhood boundaries.

(c) Neighborhood Committees. After the Turnover Date, the Owners in a Neighborhood shall be members of a Neighborhood Committee (“**Neighborhood Committee**”), as described in the Bylaws. The Neighborhood Committee shall represent the interests of Owners of Residential Units in the Neighborhood. The Neighborhood Committee will not be incorporated as a North Carolina nonprofit corporation, but will constitute a committee under the jurisdiction of the Board of the Master Association. The Neighborhood Committee shall serve as an informal group of neighbors who deal with the quality of life and the social fabric of the Neighborhood, with the freedom to self-organize in whatever fashion the Owners in that Neighborhood choose that best serve their collective needs. The Neighborhood Committee structure allows the Owners in the Neighborhood to have control over matters that uniquely affect their Neighborhood after the turnover Date. By way of example, and not of limitation, the Owners in a Neighborhood may collectively decide to hold certain social functions or decide that they want a different level of services in their Neighborhood, and are willing to jointly share in the extra cost associated with holding that social function or having those services. After the Turnover Date, the Neighborhood Committee should have no less than three (3) and no more than five (5) members who are elected by the Owners of Residential Units in the Neighborhood.

(d) Neighborhood Assessments. Neighborhood Assessments will be based on the budget for each Neighborhood, as initially prepared by the Property Manager (as defined in **Section 6.1**) and approved by the Master Association and Declarant. This recognizes that from the outset, there are different levels of services and different costs associated with the

Neighborhood Amenities and Exclusive Common Areas in each Neighborhood. Therefore, the initial Neighborhood Assessment for each Neighborhood will be based on the Neighborhood Expenses. Following the approval of the initial budget, the Neighborhood Representative shall submit an annual budget to the Master Association, and the Board of the Master Association will convey that information to the Property Manager for budget purposes. The Master Association reserves the right to approve or disapprove the budget for the Neighborhood, but will generally approve budgetary requests from the Neighborhood Representative based upon the express understanding that those additional costs will be allocated back to the Owners in the Neighborhood as a Neighborhood Assessment. By way of example and not of limitation, the Owners in a Neighborhood may request that the Master Association provide a higher level of service than the Master Association generally provides to all Unit Owners or special services for the benefit of Residential Units in the Neighborhood. If a majority of Unit Owners in a Neighborhood wish to change the level of services to be provided to the Neighborhood, the Neighborhood Committee will include this change in its budget to the Master Association. If approved by the Board, the Board shall assess the cost of such requested services, including a reasonable administration charge as part of the Neighborhood Expenses, which shall be factored into the Neighborhood Assessment for that Neighborhood.

(e) Neighborhood Association. After the Turnover Date, if the Owners who comprise a Neighborhood Committee decide that they would like to have a more structured entity, they may form an Additional Association for the Neighborhood ("Neighborhood Association") at their sole cost and expense. Upon the formation of the Neighborhood Association, the Owners of Lots and Residential Units in the Neighborhood will be governed by both the Master Association and the Neighborhood Association; provided, however, the formation of a Neighborhood Association shall not be required except in the case of a Condominium or otherwise as required by law.

(f) Neighborhood Representatives. Pursuant to the Bylaws and as described below, until the Turnover Date, Declarant shall appoint a Neighborhood Representative to represent the Neighborhood on the Master Association Board and to cast all Class "A" votes attributable to Units in the Neighborhood. Declarant has sole authority to appoint the Neighborhood Representative during the Class "D" Control Period. The Neighborhood Representative does not need to be an Owner in the Neighborhood during the Class "D" Control Period.

After the Turnover Date, the Board shall call for the election of (i) a Neighborhood Representative from each Neighborhood to succeed the Neighborhood Representative whose term is expiring, and (ii) an alternative Neighborhood Representative who shall be responsible for performing the duties of the Neighborhood Representative in the absence of the Neighborhood Representative. After the Turnover Date, the Neighborhood Representative and alternative Neighborhood Representative must each be a Class "A" Member in good standing and must own a Residential Unit in the Neighborhood they represent. Every Neighborhood Representative and alternative Neighborhood Representative shall serve a one-year term. Neighborhood Representatives may serve any number of successive terms.

After the Turnover Date, the Neighborhood Representative and alternate Neighborhood Representative from each Neighborhood shall be elected on an annual basis, either by written ballot or at a meeting of the Class "A" Members within such Neighborhood, as determined by the Board of Directors; provided, upon written petition signed by Class "A" Members holding at

least ten percent (10%) of the Class “A” votes attributable to Residential Units within the Neighborhood, the election for such Neighborhood Representative shall be held at a meeting. The presence, in person or by proxy, of Class “A” Members representing at least ten percent (10%) of the total Class “A” votes attributable to Residential Units in the Neighborhood shall constitute a quorum at any meeting of the Neighborhood.

The Board of Directors shall call for the first election not later than two (2) months after the Turnover Date. Subsequent elections shall be held within thirty (30) days of the same date each year (or as the Board determines for a substitute meeting). Each Class “A” Member who owns a Residential Unit within the Neighborhood shall be entitled to cast one (1) equal vote per Residential Unit owned in the Neighborhood. The candidate who receives the greatest number of votes shall be elected as Neighborhood Representative to serve a term of one (1) year, and the candidate who receives the second highest number of votes shall be elected to served as the alternative Neighborhood Representative.

After the Turnover Date, and prior to a vote on any issue for which this Master Declaration requires approval by the Class “A” Members, the Master Association shall cause to be delivered to all such Members a referendum upon which they may indicate their vote. All such referenda must be returned to the Neighborhood Representative for that Neighborhood at least forty-eight (48) hours before the referendum. The votes of those Class “A” Members not responding to the referendum shall be cast by the Neighborhood Representative in his or her sole discretion. Notwithstanding the above, each Neighborhood Representative shall cast only one (1) equal vote for election of Directors. The Neighborhood Representative from a Neighborhood may be removed, with or without cause, by a vote or written consent, or combination of vote and written consent by a majority of the Class “A” Members in the Neighborhood.

(g) Division of Neighborhoods. After the Turnover Date, the Owners of a majority of the total number of Residential Units within any Neighborhood may at any time petition the Board of Directors of the Master Association to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a plat of survey of the entire parcel, which indicates the boundaries of the proposed Neighborhoods or otherwise identifies the Units to be included within the proposed Neighborhoods. The petition shall be granted upon the filing of all required documents with the Board, unless the Board denies such application in writing within thirty (30) days of its receipt. The Board may deny an application only if it determines that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Master Association and shall be maintained as long as this Master Declaration is in effect.

Article VI Maintenance

6.1 Association’s Responsibility. The Master Association shall maintain and keep in good repair the Area of Common Responsibility. The Area of Common Responsibility shall include, but need not be limited to:

(a) all landscaping and other trees, plantings, parks, structures and Improvements situated upon the Common Area, including, without limitation, any Recreational

Amenities, open space, bike and pedestrian pathways, and walking trails comprising the Common Area;

(b) such portions of any Additional Property included within the Area of Common Responsibility as may be dictated by this Master Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Master Association; and

(c) all lakes, ponds, streams and/or wetlands located within the Properties that serve as part of the drainage and storm water retention system for the Properties.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Master Declaration or any other means except with the prior written approval of Declarant. The Master Association shall fund the expenses associated with the responsibilities contained in this **Section 6.1** through the Assessments levied on the Owners as Members of the Master Association.

The Master Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. The Master Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service that is then being provided is not consistent with the Community-Wide Standard of the Properties. All costs of maintenance pursuant to this paragraph shall be assessed only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class of membership.

The Master Association may maintain other property that it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of General Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, even though the Master Association may be responsible for performing such maintenance under this Master Declaration.

The Master Association is authorized to engage the services of any person, firm, or corporation, to act as managing agent or property manager of the Master Association, at a compensation level to be established by the Board, and to perform all of the powers and duties of the Master Association (the "**Property Manager**"). The Property Manager may be an Affiliate of Declarant. The Master Association's contract with the Property Manager shall be terminable by the Master Association with or without cause upon ninety (90) days prior written notice without payment of a termination fee.

6.2 Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas, and other Improvements comprising the Unit. Owners of Units that are adjacent to any portion of the Common Area on which walls have been constructed shall maintain and irrigate that portion of the Common Area that lies between such wall and the Unit boundary. Owners of Units adjacent to any Public Roads within the Properties shall maintain driveways serving their respective Units and shall maintain and irrigate landscaping on that portion of the Common Area, if any, or the right-of-way between the Unit boundary and the edge of asphalt or back of curb, whichever exists.

All maintenance required by this Section 6.2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood pursuant to any additional declaration of covenants applicable to such Unit. In addition to any other enforcement rights available to the Master Association, if any Owner fails properly to perform his or her maintenance responsibility, the Master Association may perform it and assess all costs incurred by the Master Association against the Unit and its Owner in accordance with Section 12.5; provided, however, except when entry is required due to an emergency situation, the Master Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

6.3 Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Residential Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining, and insuring the Exclusive Common Areas in the Neighborhood, as well as certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space between the Neighborhood and adjacent Public Roads, Private Roads, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association.

6.4 Standard of Performance. Responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Master Association, and/or an Owner and/or a Neighborhood Association shall not be liable for any damage or injury occurring on, or arising out of the condition of property that it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

6.5 Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction which shall serve and separate any two adjoining Residential Units shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the party wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by and repaired out of the proceeds of insurance, any Owner who has used the party wall or fence may restore it. If the other Owner or Owners thereafter make use of the party wall or fence, they shall contribute to the cost of restoration in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. If any dispute arises concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one arbitrator. If any party refuses to appoint an arbitrator within ten (10) days after written request by the Board, the Board shall appoint an arbitrator for the refusing party. The two arbitrators appointed shall appoint one additional arbitrator and the decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other. The parties shall share the cost of arbitration.

Article VII Insurance and Casualty Losses

7.1 Association Insurance. The Master Association, acting through its Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable Improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that the Master Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured peril.

Since there are currently no Commercial Parcels or Commercial Units in the Property, Declarant reserves the unilateral right to amend or supplement this Master Declaration to include provisions on commercial insurance if and when Commercial Parcels or Commercial Units are added to the Community.

In addition, the Master Association may, upon request of a Neighborhood, and shall, if specified in a Supplemental Declaration applicable to the Neighborhood, obtain and continue in effect adequate blanket "all-risk" property insurance on properties within such Neighborhood, if reasonably available. If "all-risk" property insurance is not reasonably available, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners of Units within the benefitted Neighborhood as a Neighborhood Assessment. All policies shall provide for certificate of insurance to be furnished, upon request, to each Member insured, to the Master Association, and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Master Association and its Members for all damage or injury caused by the negligence of the Master Association, any of its Members, its employees, agents, or contractors while acting on behalf of the Master Association. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) combined single limit for bodily injury and property damage, at least a Three Million Dollar (\$3,000,000.00) limit per occurrence, and in the aggregate, if reasonably available, and at least a Five Hundred Thousand Dollar (\$500,000.00) property damage limit.

Except as otherwise provided above with respect to property within a Neighborhood, premiums for all insurance on the Area of Common Responsibility shall be considered a Common Expense and shall be included in the Base Assessment. However, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood or Neighborhoods benefitted unless the Board of Directors reasonably determines that some other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible and the amount of the deductible shall not be subtracted from the face amount of the policy in determining whether the insurance meets the minimum coverage required. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Unit Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to **Section 13.4.**

The following provisions, whether obtained on behalf of the Master Association or a Neighborhood, shall govern all insurance coverage obtained by the Board of Directors:

- (a) All policies shall be written with a company authorized to do business in North Carolina which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.
- (b) All insurance shall be written in the name of the Master Association as trustee for the benefitted parties. Policies on the Common Area shall be for the benefit of the Master Association and its Members. Policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood, and their Mortgagees, as their interests may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Master Association on the Properties shall be vested in the Master Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Master Association be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All property insurance policies shall have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Master Association shall arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Charlotte metropolitan statistical area (“Charlotte MSA”).

(f) The Master Association shall also obtain, as a Common Expense, a fidelity bond if not provided by the Property Manager retained by the Master Association, covering all Persons responsible for handling Master Association funds. The amount of fidelity coverage shall be determined in the Board’s best business judgment but may not be less than one-sixth (1/6) of the annual Base Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days’ prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal.

(g) The Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

- (i) each Unit Owner is an insured person under the policy to the extent of the Unit Owner’s insurable interest;
- (ii) no act or omission by any Unit Owner, unless acting within the scope of the Unit Owner’s authority on behalf of the Master Association, will preclude recovery under the policy;
- (iii) a waiver of subrogation by the insurer as to any claims against the Master Association’s Board of Directors, officers, employees, and its Property Manager, the Owners and their tenants, servants, agents, and guests;
- (iv) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
- (v) a statement that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any one or more individual Owners;
- (vi) a statement that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any curable defect or violation without prior demand in writing delivered to the Master Association to cure the defect or violation and the allowance of a reasonable time thereafter within which it may be cured by the Master Association, its Property Manager, any Owner, or Mortgagee;
- (vii) a statement that any “other insurance” clause in any policy excludes individual Owners’ policies from consideration; and
- (viii) a statement that the Master Association will be given at least thirty (30) days’ prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to other insurance required by this Section, the Master Association shall obtain, as a Common Expense, workers’ compensation insurance, if and to the extent required by

law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if required by law.

7.2 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall carry blanket "all-risk" property insurance on its Unit(s) and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible), unless either the Neighborhood in which the Unit is located or the Master Association carries such insurance. The Master Association may, but shall not be obligated to, take action to monitor and enforce this covenant, and may require Owners to provide copies of such policies or other evidence of such insurance upon request.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Master Declaration. Alternatively, the Owner shall clear the Unit all debris and ruins and thereafter shall maintain the Unit in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs of repair or reconstruction that are not covered by insurance proceeds.

A Neighborhood Declaration may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within the Neighborhood and the standards for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

7.3 Damage and Destruction.

(a) Immediately after damage or destruction by fire or other peril to all or any part of the Properties covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Neighborhood Representatives representing at least eighty percent (80%) of the total Class "A" votes in the Master Association decide within sixty (60) days after the loss not to repair or reconstruct.

Any damage to or destruction of the Improvements in the Exclusive Common Area of any Neighborhood shall be repaired or reconstructed unless the Residential Unit Owners representing at least eighty percent (80%) of the total Class "A" votes in the Neighborhood decide within sixty (60) days after the damage or destruction not to repair or reconstruct.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or

both, are not made available to the Master Association within the sixty (60) day period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed one hundred (120) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Improvements in the Exclusive Common Area of a Neighborhood shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Improvements in the Exclusive Common Area of any Neighborhood shall not be repaired or reconstructed and no alternative Improvements are authorized, the affected portion of the Properties shall be cleared of all debris and ruins. Thereafter, the Properties shall be maintained by the Master Association at the expense of the Owners in the Neighborhood in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

7.4 Disbursement of Proceeds. Any insurance proceeds remaining after defraying such costs of repair or reconstruction, or if no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Master Association or the benefit of a specific Neighborhood and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

7.5 Repair and Reconstruction. If the insurance proceeds are insufficient to defray the costs of repairing or reconstructing the damage to the Common Area or to the Exclusive Common Area of a Neighborhood, the Board of Directors shall, without the necessity of a vote of the Neighborhood Representatives, levy a Special Assessment against those Unit Owners responsible for the premiums for the applicable insurance coverage under Section 7.1. Additional Special Assessments may be made in a similar manner at any time during or following the completion of any repair or reconstruction.

Article VIII No Partition

Except as is permitted in this Master Declaration, any Supplemental Declaration, or amendments, there shall be no judicial partition of the Common Area or any part of the Common Area, nor shall any Person acquiring any interest in the Properties seek any judicial partition unless the Properties have been properly removed or withdrawn from the provisions of this Master Declaration by Declarant in accordance with the Act. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property that may or may not be subject to this Master Declaration.

Article IX Condemnation

Each Owner shall be entitled to written notice if all or any part of the Common Area is taken by eminent domain or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Neighborhood Representatives representing at least sixty-seven percent (67%) of the total votes in the Master Association and of Declarant, as long as Declarant owns any Property described on Exhibit A or Additional Property described on Exhibit B. The

award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any Property described in **Exhibit A** or any Additional Property described on **Exhibit B** of this Master Declaration, and Neighborhood Representatives representing at least seventy-five percent (75%) of the total votes in the Master Association shall otherwise agree, the Master Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available, in accordance with plans approved by the Board of Directors of the Master Association. If such Improvements are to be repaired or restored, the above provisions in Article VII this Master Declaration regarding the disbursement of funds for casualty damage or destruction shall apply.

If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board of Directors of the Master Association shall determine.

Article X Annexation of Additional Property

10.1 Annexation Without Approval of Membership. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all Additional Property described on **Exhibit B** has been subjected to this Master Declaration or twenty (20) years from the Effective Date, whichever is earlier, to subject to the provisions of this Master Declaration and the jurisdiction of the Master Association all or any portion of the Additional Property described in **Exhibit B**. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex Additional Property, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in **Exhibit A** or **Exhibit B** and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

The annexation shall be accomplished by filing in the Registry and/or the Office of the Clerk of Court of York County, South Carolina ("**York County Registry**"), as applicable, a Supplemental Declaration annexing the portion of the Additional Property. The Supplemental Declaration shall not require the consent of Neighborhood Representatives, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon recording such Supplemental Declaration unless otherwise provided therein.

10.2 Annexation With Approval of Membership. After the Turnover Date, the Master Association may annex real property, other than that described on **Exhibit B**, and following the expiration of the right in **Section 10.1**, any property described on **Exhibit B**, with the consent of the owner of any real property that is proposed to be added by Supplemental Declaration. Such annexation shall require the affirmative vote of Neighborhood Representatives or alternates representing sixty-seven percent (67%) of the votes of the Master Association present at a meeting duly called for such purpose and of Declarant, so long as Declarant owns property

subject to this Master Declaration or which may become subject in accordance with **Section 10.1.**

The Board shall record a Supplemental Declaration describing the portion of the Additional Property to be annexed in the Registry and/or the York County Registry, as applicable. The President and the Secretary of the Master Association and by the owner of the portion of the Additional Property being annexed shall sign the Supplemental Declaration. The annexation shall be effective upon recording in the applicable Registry, unless otherwise provided. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of Additional Property pursuant to this **Section 10.2** and to determine the presence of a quorum at such meeting.

10.3 Acquisition of Additional Common Area. Declarant may convey to the Master Association additional real estate, improved or unimproved, located within the Property described in **Exhibit A** or the Additional Property described in **Exhibit B** as additional Common Area. Upon the recordation of the deed, the Master Association shall maintain the additional Common Area at its expense for the benefit of all its Members, subject to any restrictions or limitations set forth in the deed of conveyance.

10.4 Withdrawal of Property.

(a) Declarant reserves the unilateral right to amend this Master Declaration to withdraw any portion of the Properties at any time and for any reason, so long as Declarant holds an unexpired option to expand the Community by adding Additional Property. Under this **Section 10.4(a)**, Declarant may act unilaterally without prior notice and without the consent of any Person.

(b) In addition, Declarant may unilaterally remove certain portions of the Properties then owned by Declarant or its Affiliates or the Master Association from the provisions of this Master Declaration, to the extent that the portion of the Properties was originally included in error, or as a result of minor changes in the boundaries of the Private Amenities, Common Areas, Lots, or other adjacent Parcels, Map revisions, or changes in the Master Plan.

10.5 Additional Covenants and Easements. Declarant may unilaterally subject any portion of the Property initially submitted to this Master Declaration or Additional Property submitted by Supplemental Declaration to additional covenants, conditions, restrictions, and easements, including covenants obligating the Master Association to maintain and insure such property on behalf of the Owners in a Neighborhood and obligating such Owners to pay the costs incurred by the Master Association through Neighborhood Assessments. Such additional covenants, conditions, restrictions, and easements shall be set forth in a Supplemental Declaration recorded either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than Declarant.

10.6 Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as Declarant owns any Property described in **Exhibit A** or any Additional Property described in **Exhibit B** of this Master Declaration.

Article XI

Rights and Obligations of the Master Association

11.1 Common Area. The Master Association, subject to the rights of the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Area and all Improvements thereon (including, without limitation, furnishings and related equipment and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Master Declaration and consistent with the Community-Wide Standard.

11.2 Personal Property and Real Property for Common Use. The Master Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by Declarant.

11.3 Rules and Regulations. The Master Association, through its Board of Directors, may make and enforce reasonable Rules governing the use of the Properties, which Rules shall be consistent with the rights and duties established by this Master Declaration. The Rules shall be binding upon all Owners, occupants, tenants, invitees, and licensees, if any, unless and until overruled, cancelled, or modified in a regular or special meeting of the Board of the Master Association by the vote of the Neighborhood Representatives representing a majority of the total votes in all classes of membership in the Master Association and by the consent of the Class "D" Member, prior to the Turnover Date.

11.4 Enforcement. The Master Association shall be authorized to impose sanctions for violations of this Master Declaration, the Bylaws, or Rules, in accordance with the Act. Sanctions may include reasonable monetary fines and suspension of the right to vote and to use any facilities on the Common Area following notice and a hearing, as provided in the Act and in the Bylaws. In addition, the Master Association, through the Board, in accordance with self-help to cure violations, and shall be entitled to suspend any services provided by the Master Association to any Owner or such Owner's Unit if such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Master Association. The Board shall have the power to seek relief in any court for violations or to abate nuisances. Sanctions may be imposed as provided in the Bylaws.

The Master Association through the Board, by contract or other agreement, shall have the right, but not the obligation, to enforce state law, city and county ordinances, and requirements and shall permit the applicable governmental entity to enforce its ordinances on the Properties for the benefit of the Master Association and its Members.

11.5 Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

11.6 Designation of Sites. For so long as Declarant owns any portion of the Property described on **Exhibit A** or the Additional Property described on **Exhibit B**, Declarant reserves the right to designate sites within the Properties for fire, police, water and sewer facilities, public

schools and parks, and other public facilities. The designated sites may include Common Areas owned by the Master Association.

11.7 Indemnification. The Master Association shall indemnify every Director, officer, and committee member against any and all losses, liability, demands, damages, claims, actions, costs, expenses, including reasonable attorneys' fees, incurred by or imposed upon such Director, officer, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an Director, officer, or committee member.

The Directors, officers, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual misfeasance, willful misconduct, gross negligence, or bad faith. The Directors, officers, and committee members shall have no personal liability with respect to any contract, debt, or other commitment made by them in good faith on behalf of the Master Association (except to the extent that such Directors, officers, or committee members may also be Members of the Master Association). The Master Association shall indemnify and hold harmless each such Director, officer, and committee member from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for shall not be exclusive of any other rights to which any present or former Director, officer, or committee member may be entitled. The Master Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Declarant, the Board, the ARC, the Property Manager, any Additional Association, and any officers, directors, volunteers, agents, or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Master Association or for a tort of a Member of the Master Association. Declarant, the Board, the ARC, the Property Manager, any Additional Association, and any officers, directors, volunteers, agents, or employees of any of them shall be liable for any incidental or consequential damages for failure to inspect any premises, structures, Improvements, Recreational Amenities, Neighborhood Amenities or portions thereof, or for failure to repair or maintain the same. Declarant, the Master Association, or any other person firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, structures, Improvements, Recreational Amenities, Neighborhood Amenities, or portions thereof.

11.8 Dedication of Common Areas. In addition to Declarant's reserved right under **Section 11.6**, the Board shall have the power to dedicate portions of the Common Areas to any other local, state, or federal governmental entity, subject to such approval requirements contained in **Section 16.2**.

11.9 Security. The Master Association may, but shall not be obligated to, maintain or support certain activities with the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE MASTER ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE MASTER ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE

SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE MASTER ASSOCIATION, AND ITS BOARD OF DIRECTORS, DECLARANT, ANY SUCCESSOR DECLARANT, AND ARC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARC MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, OR OTHERWISE; NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS. ALL OWNERS AND OCCUPANTS OF ANY UNIT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, OR ANY TENANT, GUEST, OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

11.10 Powers of the Master Association with Respect to Neighborhoods. The Master Association shall have the power to veto any action taken or proposed to be taken by any Neighborhood, Neighborhood Association, or Neighborhood Committee that the Board reasonably determines to be adverse to the interests of the Master Association or its Members or inconsistent with the Community-Wide Standard.

The Master Association shall also have the power to require specific action to be taken by any Neighborhood, Neighborhood Association, or Neighborhood Committee in connection with its obligations and responsibilities under this Master Declaration, the applicable Neighborhood Declaration, or any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs or aesthetic changes to be made by the Neighborhood, Neighborhood Committee, or Neighborhood Association, may require that a proposed budget include certain items and expenses, and may veto or cancel any contract providing for maintenance, repair, or replacement of the property governed by such Neighborhood, Neighborhood Committee, or Neighborhood Association.

The Master Association shall give written notice of any action it requires a Neighborhood, Neighborhood Committee, or Neighborhood Association to take within the reasonable time frame set by the Master Association. If the Neighborhood Committee or

Neighborhood Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to take such action on behalf of the Neighborhood Committee or Neighborhood Association. To cover the Master Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Master Association, the Master Association shall assess the Units in such Neighborhood for their pro rata share of any expenses incurred by the Master Association in taking such action in the manner provided in **Section 12.4(b)**. Such assessments may be collected as a Specific Assessment and shall be subject to all lien rights provided for herein.

Article XII Assessments

12.1 Creation of Assessments.

(a) General. The Master Association is hereby authorized to levy Assessments for expenses incurred or anticipated to be incurred by the Master Association in performing its responsibilities and exercising its rights and powers under this Master Declaration, any Supplemental Declaration, and under the Bylaws, specifically including but not limited to: (i) expenses of maintaining, repairing, replacing, operating and insuring the Area of Common Responsibility, including amounts due to third parties who perform such tasks on behalf of the Master Association; (ii) the cost of insurance and fidelity bond coverage obtained pursuant to Article VII this Master Declaration; (iii) expenses of monitoring and enforcing compliance with the provisions of this Master Declaration and Bylaws; (iv) expenses arising out of any measures undertaken to enhance the safety of the Owners and occupants of Units and the Master Association's indemnification obligations under **Section 11.7**; (v) expenses arising out of any measures undertaken to enhance the safety of the Owners and occupants of Units and the Properties pursuant to **Section 11.9**; (vi) expenses arising out of its responsibilities for architectural control under Article XIII of this Master Declaration; (vii) expenses of managing the Master Association, including compensation of a Property Manager, maintaining books and records, handling Association funds, providing financial reports, and corresponding with Members; (viii) postage, delivery, and copying expenses; (ix) cost of office supplies and equipment necessary or desirable to perform its responsibilities; (x) legal, accounting, architectural, engineering, landscape design, and other professional fees; (xi) any expenses associated with functions of the Master Association under the Act; and (x) such other expenses as the Board deems necessary or desirable to keep the Properties in good, clean and attractive condition, and to maintain and enhance property values and marketability of Units within the Properties. Such Assessments shall commence at the time and in the manner set forth in **Section 12.8**. Since the Property described in **Exhibit A** does not contain any Commercial Parcels or Commercial Units, Declarant reserves the right to unilaterally amend this Master Declaration if and when any portion of the Additional Property described in **Exhibit B** is added which contains Commercial Parcels or Commercial Units to add provisions concerning Commercial Assessments.

(b) Types of Assessments. There shall initially be six (6) types of Assessments: (i) Base Assessments to fund Common Expenses for the benefit of all Members of the Master Association; (ii) Neighborhood Assessments for Neighborhood Expenses benefiting only Residential Units within a particular Neighborhood; (iii) Special Assessments as described in **Section 12.4**; (iv) Specific Assessments as described in **Section 12.5**; (v) the Capital Contribution Assessment as described in **Section 12.10**; and (vi) Commercial Assessments that will only be paid by Commercial Units and/or Commercial Parcels. Each Owner, by acceptance

of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these Assessments. This covenant is appurtenant to the land and shall pass to each Owner's successors-in-title.

(c) Levying Assessments. Declarant reserves the right to assess Participating Builders at less than one hundred percent (100%) of the full Base Assessment during the construction period and before the Residential Unit is sold to a third party buyer. Except as set forth in the immediately preceding sentence, Base Assessments shall be levied equally on all other Residential Units not owned by Declarant or Participating Builders, provided that each other Residential Unit shall be assessed at one hundred percent (100%) of the full Base Assessment as of the date of the closing of the Residential Unit to a third party purchaser. Neighborhood Assessments shall be levied equally against all Residential Units in the Neighborhood. Special Assessments shall be levied as provided in Section 12.4.

(d) Due Dates and Interest. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Each Owner, by acceptance of a deed to his or her Unit, acknowledges that all Base Assessments and Neighborhood Assessments are annual Assessments due and payable in advance on the first day of the fiscal year, unless the Board permits any Assessment to be paid in installments. If any Owner is delinquent in paying any Assessments or other charges levied on his Unit, the Board may revoke the privilege of paying in installments and require all Assessments to be paid in full immediately. Any Assessment or installment which is delinquent for a period of thirty (30) days shall incur a late charge not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of the principal amount past due. After notice and an opportunity to be heard as provided by the Act and the Bylaws, the Board may suspend privileges or services provided by the Master Association during any period in which Assessments remain unpaid for a period of thirty (30) days or more. All Assessments, together with interest (at a rate determined by the Board from time to time, but not to exceed the lesser of eighteen percent (18%) or the highest rate allowed by North Carolina law) as computed from the date the delinquency first occurs, late charges (subject to the limitations of North Carolina law), costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon the Owner's Unit until paid in full. Each such Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose. In the event of a transfer of title, if expressly agreed, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments that accrued prior to such acquisition of title.

(e) Assessment Certificates. The Master Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Master Association or a representative of the Property Manager setting forth whether such Assessment has been paid as to any particular Unit. The certificate shall be conclusive evidence of payment to the Master Association or the Property Manager of any Assessments stated to have been paid in the certificate. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate, and such reasonable processing fee shall not be considered to be a transfer fee.

(f) No Waiver of Assessments from Non-Use. No Owner may waive or become exempt from liability for the Assessments, including, by way of illustration and not

limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under this Master Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(g) Declarant's Obligation for Assessments. So long as the Class "D" Membership exists, Declarant may annually elect to pay to the Master Association at its sole option: (i) the Base Assessment and the Neighborhood Assessment established under **Section 12.2** and **Section 12.3**, respectively, for each Lot or Unit which it owns and for each other unsold Lot or Unit until the Owner becomes obligated to pay full Assessments pursuant to subsection (c) above; or (ii) the difference between the amount of Assessments collected on all Units subject to assessment and the amount of actual expenditures, including budgeted contributions to reserves, if any, required to operate the Master Association during the fiscal year; or (iii) make an Assessment Loan as set forth in **Section 12.1(h)**. Unless Declarant otherwise notifies the Board of Directors in writing at least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as it paid during the immediately preceding fiscal year. Declarant's subsidy and its intended treatment shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying the subsidy in future years.

(h) Assessment Loan. It is anticipated that until Declarant has sold a certain number of Lots (which number has not yet been determined, but which shall be referred to as the "**Break-Even Number**"), the Base Assessments collected by the Master Association will not be sufficient to pay all Common Expenses on a current basis. However, the anticipated Base Assessments collected after the Break-Even Number of Lots has been sold will exceed Common Expenses. To fund this shortfall, Declarant reserves the right, but is not obligated, to make a loan (the "**Assessment Loan**") to the Master Association until the cash flow from the Base Assessments is sufficient to pay Common Expenses. If Declarant elects to make the Assessment Loan, the Declarant shall advance to the Master Association annually the amount by which the Common Expenses exceed the Base Assessments collected for such year. The Master Association shall have the affirmative obligation to repay the Assessment Loan to Declarant in accordance with its terms, together with interest at the short-term Applicable Federal Rate ("**AFR**"), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month. The Master Association shall use the proceeds from the Assessment Loan advanced to the Master Association to pay the shortfall in Common Expenses. The Master Association shall repay the Assessment Loan to Declarant in monthly installments beginning on the first day of the first month following the month in which sales of Lots reach the Break-Even Number, until the balance of the Assessment Loan has been repaid to Declarant in accordance with its terms. Each Owner of a Lot or Unit, by acceptance of a deed, whether or not expressed in the deed, is hereby deemed to covenant and agree that such an Assessment Loan is reasonable and was made by Declarant and accepted by the Master Association in good faith.

(i) Subsidy Contracts. The Master Association is specifically authorized to enter into subsidy contracts or contracts for services or materials or a combination of services and materials with Declarant, Declarant's Affiliates, or other entities.

12.2 Computation of Base Assessment. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses of the Master Association during the coming year, together with such reserves as the Board deems appropriate, as provided in Section 12.7.

The Base Assessment to be levied against each Unit for the next fiscal year shall be determined by dividing the total budgeted Common Expenses, including reserves, by the total number of Units subject to the Declaration in determining the total number of Units subject to this Master Declaration, the Board shall take into account the number of Units subject to this Master Declaration on the first day of the fiscal year for which the budget is prepared and may, in its discretion, take into account, on an adjusted basis, the number of Units reasonably anticipated to be subjected to this Master Declaration during the fiscal year. The Board, in its discretion, may also consider other sources of funds available to the Master Association.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment for each Unit for the following year to be delivered to each Owner by December 1st of each year. The Board shall set a date for a meeting of all Members, and shall send a notice of the meeting, along with a summary of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for the meeting to consider the budget no less than ten (10) days nor more than sixty (60) days after mailing the summary and notice. There is no requirement that there be a quorum present at the meeting. The Common Expense budget shall be ratified unless seventy-five percent (75%) of the votes of all Members reject the Common Expense budget. If the budget is disapproved or the Board fails for any reason to establish the budget for any year, until such time as a budget is established, the budget in effect for the immediately preceding year shall continue for the current year until the Members ratify a subsequent budget proposed by the Board.

12.3 Computation of Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall consider the Neighborhood Expenses when it establishes a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Master Association, and in such case, any additional costs shall be added to the budget for Neighborhood Expenses for that Neighborhood. Such budget may include a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Except as otherwise provided in **Section 12.1**, Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood and shall be levied as a Neighborhood Assessment.

The Board shall cause a copy of the Neighborhood Expense budget and notice of the amount of the Neighborhood Assessment for each Residential Unit for the following year to be delivered to each Class "A" Member in the Neighborhood by December 1st of each year. The Board shall set a date for a meeting of all Class "A" Members in the Neighborhood, and shall send a notice of the meeting, along with a summary of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for the meeting to consider

the budget no less than ten (10) days nor more than sixty (60) days after mailing the summary and notice. There is no requirement that there be a quorum present at the meeting. The Neighborhood Expense budget shall be ratified unless seventy-five percent (75%) of the votes of all Class "A" Members who live in the Neighborhood reject the Common Expense budget. If the budget is disapproved or the Board fails for any reason to establish the budget for any year, until such time as a budget is established, the budget in effect for the immediately preceding year shall continue for the current year until the Class "A" Members in the Neighborhood ratify a subsequent budget proposed by the Board.

12.4 Special Assessments.

(a) Unbudgeted Expenses. In addition to the Base Assessments and Neighborhood Assessments authorized hereunder, the Master Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for general Common Expenses, or against the Residential Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Except as otherwise specifically provided in this Master Declaration, any Special Assessment shall have the affirmative vote or written consent of Neighborhood Representatives representing at least two-thirds (2/3) of the total Class "A" votes allocated to Units which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "D" Member. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Costs to Cure Non-Compliance. The Master Association may levy a Special Assessment against any Unit or Neighborhood to reimburse the Master Association for costs incurred in bringing the Unit or Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and the Master Association Rules. Such Special Assessments may be levied upon the vote of the Board after notice to the Unit Owner or the Neighborhood Representative of the Neighborhood, as applicable, and an opportunity for a hearing.

12.5 Specific Assessments. The Board shall have the power to specifically assess expenses of the Master Association in the amount of the benefit received against Units receiving benefits, items, or services not provided to all Units within a Neighborhood or within the Properties (a) that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit, or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests.

12.6 Lien for Assessments. The Master Association shall have a lien against any Unit to secure payment of delinquent Assessments, including interest, late charges (subject to the limitations of North Carolina law), and costs (including reasonable attorneys' fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mechanics' and materialmen's liens under North Carolina law.

The Master Association, acting on behalf of the Owners, shall have the power to bid for the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the Unit. During the period in which a Unit is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on behalf of the foreclosed Unit; (b) the Board shall have the discretion to suspend Assessments on the foreclosed Unit during its period of ownership; and (c) if the Board has exercised its discretion to suspend Assessments on the foreclosed Unit each other Unit may be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit if it had not been acquired by the Master Association as a result of foreclosure. The Master Association may bring a lawsuit to recover a money judgment for unpaid Common Expenses and reasonable attorneys' fees without foreclosing on the Unit or waiving the lien securing the unpaid Assessments.

The sale or transfer of any Unit shall not affect the Assessment lien or relieve such Unit from the lien for any Assessments thereafter becoming due. However, the sale or transfer of any Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien as to any installments of such Assessments that become due prior to such sale or transfer. Where the Mortgage holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to foreclosure of the Mortgage, the Mortgage shall not be personally liable for the share of the Common Expenses or Assessments by the Master Association chargeable to such Unit, which became due prior to such acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

12.7 Reserve Budget. As determined by the Board in its sole discretion, the Board may annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement costs. If the Board determines that an additional contribution needs to be made by all the Owners, the Board shall set the required reserve contribution to meet the projected needs of the Master Association, as shown on the budget, with respect both to amount and timing by assessments over the period of budget. The additional contribution required for the reserve budget, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of Assessments and subject to any approval requirements, as provided in **Section 12.2** and **Section 12.3**.

12.8 Date of Commencement of Assessments. The obligation to pay the Assessments shall commence as to each Unit as of the date of closing to a third party Owner. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment against each Unit shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments commence on the Unit.

12.9 Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which a Base Assessment was made, until a new Base Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Master Association.

12.10 Capitalization of Master Association. Upon acquisition of record title to a Residential Unit by the first purchaser other than Declarant or a Participating Builder who buys a Lot solely for the purpose of constructing a Home for resale, a contribution shall be made by or

on behalf of the purchaser of the Residential Unit to the working capital of the Master Association in an amount equal to one-half (1/2) of the annual Base Assessment per Residential Unit for that year as determined by the Board ("Capital Contribution Assessment"). This Capital Contribution Assessment shall be in addition to the annual Base Assessment levied on the Residential Unit and shall not be considered an advance payment of the Base Assessment or a transfer fee. The Capital Contribution Assessment shall be disbursed at closing to the Master Association for its use in covering Common Expenses and other expenses incurred by the Master Association pursuant to the terms of this Master Declaration and the Bylaws. Since the Property described in Exhibit A does not contain Commercial Parcels or Commercial Units, Declarant reserves the unilateral right to amend or supplement this Master Declaration if and when any portion of the Additional Property described in Exhibit B is added to the Community and includes Commercial Parcels or Commercial Units.

12.11 Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, Special Assessments, Specific Assessments, and Capital Contribution Assessments:

- (a) all Common Area; and
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.
- (c) In addition, Declarant reserves the unilateral right to reduce or exempt Lots sold to by Participating Builders from Assessments on a case by case basis.

Article XIII Architectural Standards

13.1 General. No construction, including without limitation, staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing Improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the ARC has been obtained. The definition of Improvements includes both original Improvements and all later changes to Improvements.

The Board may establish reasonable fees to be charged by the ARC on behalf of the Master Association for review of applications and may require such fees to be paid in full prior to review of any application.

All Units constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article shall not apply to the activities of Declarant, nor to construction or improvements or modifications to the Common Area by or on behalf of the Master Association. Furthermore, Declarant reserves the right, in its sole and absolute discretion, to exempt any Participating Builder, purchasing a Lot directly from Declarant for the purpose of constructing a Unit for resale to a third party, from any one or more of the provisions of this Article during the

period in which the Participating Builder is constructing a Unit until the Unit is sold to the third party.

The Board of Directors shall have the authority and standing, on behalf of the Master Association, to enforce the decisions of the ARC in any court of competent jurisdiction. This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Master Declaration or subject to annexation to this Master Declaration.

13.2 Architectural Review. The Architectural Review Committee shall handle responsibility for administration of the Architectural Guidelines, and review of all applications for construction and modifications under this Article. Declarant may be a member of the ARC and during the Class "D" Control Period, Declarant has the reserved right to appoint all the members of the ARC. The members of the ARC need not be Members of the Master Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish reasonable fees to be charged by the ARC on behalf of the Master Association for review of applications and may require such fees to be paid in full prior to review of any application.

(a) Architectural Review Committee. The ARC shall consist of at least three (3) but not more than five (5) Persons and shall have exclusive jurisdiction over all construction on any portion of the Properties. Until the Turnover Date, Declarant retains the right to appoint all members of the ARC who shall serve at the sole discretion of Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC, who shall serve at the pleasure of and who may be removed at the sole discretion of the Board of Directors.

(b) Neighborhood Architectural Guidelines. The Board may adopt and establish Architectural Guidelines for each Neighborhood that becomes part of the Community, and may delegate the administration of those Neighborhood Architectural Guidelines to the ARC. During the Class "D" Control Period, Declarant has the right to appoint at least three (3) but not more than five (5) Persons who do not need to be Owners in the Neighborhood to serve on a Neighborhood ARC, which shall be a sub-committee of the ARC that will deal with matters that affect only that Neighborhood. Following the Turnover Date, the Neighborhood Representative shall appoint the members of the Neighborhood ARC that will administer the Neighborhood Architectural Guidelines.

(c) Interior Remodeling. Nothing contained in this Master Declaration shall limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit in any color. However, modifications or alterations to the exterior of the Unit, or the interior of any screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval of the ARC.

13.3 Guidelines and Procedures. Declarant intends that the ARC shall prepare the initial design and developmental guidelines and applications and review procedures (the "**Architectural Guidelines**") for each Neighborhood in the Community, along with general construction rules that shall apply to all construction activities within the Community. The Architectural Guidelines may contain general provisions applicable to all of the Properties, as

well as specific provisions which vary from one portion of the Properties to another, depending upon the location, the unique characteristics, and intended use.

The Board shall adopt Architectural Guidelines for each existing Neighborhood and thereafter shall have sole and full authority to amend them from time to time, without the consent of the Owners in that Neighborhood. Any amendments to the Architectural Guidelines adopted from time to time by the ARC in accordance with this Section shall apply to construction and modifications commenced after the date of such amendment, and shall not apply to required modifications to or removal of Improvements previously approved by the ARC after the approved construction or modification has commenced. All Owners, Participating Builders, and Builders shall conduct their activities strictly in accordance with the Architectural Guidelines applicable to their Neighborhood. The ARC may establish different sets of Architectural Guidelines for various Neighborhoods within the Community.

The ARC may promulgate detailed application and review procedures and design standards governing its area of responsibility and practice. Any such standards shall be consistent with those set forth in the Architectural Guidelines. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARC for approval as to (a) the quality of workmanship and design, (b) the harmony of external design with existing structures, and (c) the location in relation to surrounding Improvements, topography, and finishing grade elevation. No permission or approval shall be required to repaint in accordance with originally approved exterior color scheme, or to rebuild in accordance with originally approved plans and specifications, so long as there are no changes in materials, designs, or appearance from that which was previously approved by the ARC.

If the ARC fails to approve or to disapprove any application within sixty (60) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless a variance has been granted in writing by the ARC pursuant to **Section 13.5**.

The ARC expressly reserves the right to create streamlined review procedures for Participating Builders.

13.4 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 the ARC, 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.

13.5 Variances. Setbacks shall be established on the recorded Maps. The ARC may authorize variances from compliance with the Architectural Guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. 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 this Master Declaration, or (c) stop the ARC from denying a variance in other circumstances or for another Lot or Unit.

13.6 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Master Association, the Board, the ARC, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit or Improvements.

13.7 Enforcement. Any construction, alteration, or other work done in violation of this Article or which is conducted without the approval of the ARC shall be deemed to be nonconforming. Upon written request from Declarant, the Board, or the ARC, each Owner shall, at his or her own cost and expense, remove such construction, alteration, or other work and shall restore the Lot or the Improvements to substantially the same condition as existed prior to the construction, alteration, or other work. If an Owner fails to remove and restore as required hereunder, the Master Association may instruct the Property Manager or any other selected contractor to enter the Lot or Unit, remove the violation, and restore the Lot or Unit to substantially the same condition as existed prior to the construction, alteration, or other work. All costs, together with the interest at the lesser of eighteen percent (18%) or the maximum rate then allowed by law, may be assessed against the Unit and collected as a Specific Assessment pursuant to Section 12.5 of this Master Declaration.

The ARC shall reasonably review all applications and enforce all provisions of the Architectural Guidelines in good faith. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Master Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to the foregoing, the Master Association shall have the authority and standing, acting through the Board, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

Article XIV

Use Restrictions

14.1 Mixture of Uses. The Community shall be used for residential, multi-family, office, commercial, retail, non-profit, recreational, parks, utilities, and other related uses. Declarant intends to record Supplemental Declarations and additional covenants on specific Parcels or Neighborhoods that will further prohibit, regulate, or limit uses and/or contain different or more stringent standards than those contained in this Article XIV. The Master Association, acting through its Board of Directors, shall have the standing and power to enforce all Supplemental Declarations. The Property described on Exhibit A shall be the Neighborhood known as South Shore, Phase 1, and shall be restricted to single-family residential use. The First Supplemental Declaration for the South Shore Neighborhood shall be recorded in the Registry immediately following the recordation of this Master Declaration.

14.2 Signs and Flags. Additional guidelines and restrictions on signage and flag usage are established in the Architectural Guidelines and/or the Rules.

The Board and Declarant shall have the right to erect signs, as each in its sole discretion deems appropriate. No sign of any kind shall be erected within the Properties without the written consent of the ARC. The ARC reserves the right to establish signage restrictions as set forth in the ARC Guidelines that apply only to Declarant. The ARC reserves the right to regulate political signs as provided in the Act, and limits the number of political signs to one sign with maximum dimensions of twenty-four (24) inches by twenty-four (24) inches which may be displayed on an Owner's Lot or Unit no earlier than forty-five (45) days before the election and no later than seven (7) days after election day.

No signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted within the Properties without ARC approval. On Waterfront Lots, two for-sale signs (one from the Public Road and one from the water) will be allowed. On all Lots other than Waterfront Lots and on all Units, only one for-sale sign visible from the road is allowed. Size limits, material restrictions, and all other matters concerning signage are set forth in the Architectural Guidelines.

No free-standing flagpoles are allowed. The flags of the United States and the State of North Carolina shall be allowed on any Lot, Home, or Unit, must be no larger than four (4) feet by six (6) feet, and must be displayed in consistent with the patriotic customs set forth in 4 U.S.C. Sections 5-10, as amended or in accordance with North Carolina and federal law. The ARC may establish Architectural Guidelines or the Board may establish Rules concerning the use, display, or prohibition of decorative flags.

14.3 Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned. Parking is subject to such reasonable Rules adopted by the Board of Directors, or any Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood. No garage shall be converted to residential use and the capacity for parking vehicles in the garage can never be reduced below that for which the garage was originally designed. Declarant, the Master Association, or the ARC may designate certain parking areas for visitors or guests subject to reasonable rules. Parking is prohibited on any Public Road with a pavement width of twenty (20) feet or less. Parking is also prohibited on the shoulders of all Public Roads within the Community.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood Committee or Neighborhood Association, if any, having jurisdiction over parking areas within a particular Neighborhood. Declarant, the Master Association, or any Neighborhood Committee or Neighborhood Association shall not be obligated to provide or designate parking areas for such vehicles. Stored vehicles and vehicles which are either inoperable or do not have current operating licenses shall not be permitted on the Properties, except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the

Properties during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicle parked in violation of this Section or parking rules established by the Board or a Neighborhood Association may be towed.

(c) Off-Road Parking; Off-Water Boat Storage. Prior to the occupancy of any Home, each Owner shall construct an attached garage and a driveway that provides space for parking at least two (2) vehicles in accordance with plans approved by the ARC. The driveway must conform to the materials an standards described in the Architectural Guidelines. Asphalt driveways are not permitted. No recreational vehicles or related equipment, including but not limited to any boat, houseboat, trailer, motor home, or “camper” vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages, and may never be used as a residence. All vehicles must have a current license plate affixed and all vehicles must be parked in an enclosed attached garage, on a driveway, or as provided in the Rules under certain circumstances.

14.4 Occupants Bound. All provisions of the Declaration, Bylaws, and Rules that govern the conduct of Owners and provide for sanctions against Owners shall apply to all occupants, tenants, guests, and invitees of any Unit (“Unit Occupants”). Every Owner shall cause all Unit Occupants to comply with the Declaration, Bylaws, and Rules, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules.

14.5 Animals and Pets. No animals, livestock or poultry shall be raised, bred or kept on any Lot or any other portion of the Property, except that dogs, cats, or other generally recognized household pets may be kept, provided that (a) they are not kept for any commercial purposes; and (b) that they do not create a nuisance (in the judgment of the Board) such as, but without limitation, by noise, odor, refuse, or damage or destruction of property. There shall be no more than three (3) household pets kept or maintained outside a Unit on a Lot, except for newborn offspring of such household pets which are all under (9) months in age. Whenever they are outside of a Lot, dogs shall be kept on a leash or otherwise confined in a manner reasonably acceptable to the Board. Household pets cannot be strictly outside pets. Animal control authorities shall be permitted to enter the Community to patrol and remove pets that violate this **Section 14.5** and any wild animals. All Owners shall comply with the Gaston County ordinances or other governmental ordinances or regulations concerning animal control and all pets shall be registered, licensed, and inoculated as required by law. No fenced dog enclosure, dog runs, or other structure for pets may be constructed or maintained on any Lot unless approved in writing by the Board, Declarant, or the ARC. The Board may issue additional Rules with respect to pets, as it deems appropriate, from time to time.

14.6 Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

14.7 Unsanitary or Unkempt Conditions; Nuisances. Each Owner is responsible for preventing the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit and/or Lot. The pursuit of hobbies or other activities, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

No noxious, noisy, or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done on a Lot that may be or become an annoyance or nuisance to the other Owners in the Community. No substance, thing, or material shall be kept upon any Lot that emits foul or obnoxious odors, or that causes any noise that disturbs the peace and quiet of the occupants of surrounding property. No hunting is permitted on any part of the Community; provided that the Board has the ability to permit archery or bow hunting if allowed in the future by The City of Belmont, within certain defined portions of the Common Area. No plants, animals, devices, or things shall be maintained on any Lot whose activity or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. No speaker, horn, whistle, siren, bell, amplifier, or other sound device, except devices used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

14.8 Antennas; Satellite Dishes or Discs. No exterior satellite dish or antenna may be placed by an Owner on any portion of the Owner's Home or Lot without the prior written approval of the ARC. An Owner may install on its Home or Lot a satellite dish, disc, or antenna no larger than one meter diagonally or in diameter. The ARC may require that an exterior satellite dish, disc, or antenna be screened from public view from Lake Wylie or the Public Road on which the Lot fronts, provided that (i) the cost of screening is reasonable, (ii) the screening does not impair reception, and (iii) the screening requirements are the same as for HVAC units, pool equipment, or similar installations. An Owner may not install an exterior satellite dish, disc, or antenna on the Common Area.

14.9 Clotheslines, Garbage Cans, Tanks. No clotheslines shall be erected or installed on the exterior portion of any Home or on any Lot. All garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Units shall be located or screened so that they are concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash and garbage shall be stored in appropriate containers approved by the ARC pursuant to Article XIII of this Master Declaration and shall regularly be removed from the Properties and shall not be allowed to accumulate.

14.10 Subdivision of Residential Unit and Time Sharing. No Residential Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Master Association. Declarant, however, hereby expressly reserves the right to replat any Lot, Waterfront Lot, Residential Unit, or any portion of the Properties owned by Declarant. Any such division, boundary line change or replatting shall not violate the applicable subdivision and zoning regulations.

No Residential Unit shall be made subject to any type of timesharing, fraction-sharing, vacation rental, interval ownership, or similar program whereby the right to exclusive use of the

Residential Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

14.11 Firearms. The discharge of firearms within the Properties is prohibited. The term “firearms” includes “B-B” guns, pellet guns, and other firearms of all types, regardless of size or caliber.

14.12 Pools. No above-ground swimming pools, therapy pools, spas, or hot tubs shall be erected, constructed or installed on any Lot, Waterfront Lot, or Residential Unit. All in-ground swimming pools, therapy pools, hot tubs, or spas are subject to restrictions in the Architectural Guidelines and require ARC approval.

14.13 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from the Lake, creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated unless prior written approval has been received from the ARC; provided, however, irrigation from the Lake for Waterfront Lots is permitted provided that the Owner complies with all requirements imposed by Duke, DENR, and any other government entity of competent jurisdiction. All sprinkler and irrigation systems shall be subject to approval by the ARC, and the requirement to irrigate is covered in the Architectural Guidelines. Private irrigation wells are prohibited on the Properties; provided, however, the prohibition on private irrigation wells shall not apply to Declarant or the Master Association, and it may not be amended without Declarant’s written consent so long as Declarant has the right to add any of the Additional Property. Any requirement to irrigate landscaping shall be suspended during any period in which the Governor of North Carolina, a State agency, or a unit of local government has imposed water conservation measures. The Master Association may not fine or otherwise penalize an Owner for failing to irrigate during a period of drought where water conservation measures have been imposed as provided in the preceding sentence.

14.14 Tents, Trailers, and Temporary Structures. Except as may be permitted by Declarant or the ARC during initial construction within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties. Party tents or similar temporary structures may be erected for special events with prior written approval of the ARC or Declarant.

14.15 Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstruction or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. No Owner may install pipe in the roadside ditch in front of their Lot. The only drainage pipe permitted will be the driveway culverts required for each Lot. The installation of fencing within storm drainage easements is strictly prohibited. Declarant reserves for itself and the Master Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Lot or Residential Unit may be served by a septic system because all Lots, Homes, and Residential Units will be served by a central sanitary sewer system, which is a mixture of gravity and low pressure sewer systems. The Neighborhoods that are fully or partially served by low pressure sewer systems shall have specific provisions in the Neighborhood Declarations to cover the obligations of the Master Association and the Owners with respect to the installation and maintenance of such low pressure sewer systems.

14.16 Removal of Trees and Other Vegetation. All trees, shrubs, and ground cover within the Riparian Buffer Area are considered to be “Protected Vegetation” because cutting and clearing is not permitted, except as set forth in the applicable Architectural Guidelines for each Neighborhood that has Waterfront Lots. The Division of Water Quality of the North Carolina Department of Environment and Natural Resources (“**DENR**”) is the governing authority for everything within the Riparian Buffer Area, and Duke, through its Shoreline Management Guidelines, is the governing authority for everything within the project boundary of the Lake. From time to time, the ARC may revise the Architectural Guidelines, DENR may revise its rules and requirements regarding the Riparian Buffer Area, and Duke may revise its Shoreline Management Guidelines, so the relevant standards and requirements applicable at the time that Improvements are constructed are those that are then in effect.

14.17 Replacement of Damaged or Destroyed Trees. Declarant reserves the right and easement and assigns that right to the ARC to go upon any Lot or other portion of the Property to replant or order the replanting of any trees, shrubs or other vegetation removed within the Community in violation of the terms of **Section 14.16**, and this action shall not be deemed a trespass. The ARC may require a replanting plan, at the Owner’s expense, that details the size, type, and location of replacement vegetation. All vegetation planted for the purposes of replacement must be guaranteed for one (1) year after installation. Any vegetation that is dying, dead, or otherwise in poor health at the end of its first installation year must be replaced at the sole cost and expense of the Owner. If any trees are replaced, the newly installed trees will also be guaranteed for an additional one (1) year period after replacement.

14.18 Docks and Piers. Duke controls access to, use of, and water levels in the Lake. Any Waterfront Owner must receive permission from Duke (or a successor manager of the Lake under authority from the FERC) prior to placing or constructing any dock, pier, structure, or other Improvements within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of the Lake. Declarant makes no oral, express or implied representation or commitment as to the likelihood of any Owner obtaining such permission, nor as to the continued existence, purity, depth or levels of water in the Lake, and Declarant shall have no liability with respect to these matters. Declarant reserves the right and authority to establish requirements concerning the design, color, dimensions, location, materials, and placement of Improvements and has delegated to the ARC the authority to implement those requirements and restrictions under the Architectural Guidelines. The placement, construction, or use of any pier or dock or any activity altering the topography of the hydroelectric project surrounding and encompassing the waters of the Lake shall be subject to each of the following:

- (a) easements, restrictions, Rules, and Architectural Guidelines for construction and use promulgated by Declarant;
- (b) all laws, statutes, ordinances and regulations of all Federal, State, and local governmental bodies of competent jurisdiction, including without limitation, FERC; and
- (c) rules and regulations, privileges and easements affecting the Lot and the waters and submerged land of the Lake established by Duke, its successors and assigns. Duke is the manager of the Lake under authority granted by FERC. As manager of the Lake, Duke controls access to, the use of, and the water level in the Lake.

All Waterfront Lot Owners, Declarant, and any builders must receive permission from Duke (or a successor manager of the Lake, under authority from FERC) prior to any alterations, including without limitation the construction and continued use and maintenance of any dock, pier, or boat slip.

(d) No Owner shall construct a dock, pier, boat mooring, or any other structure outside the Pier Zone designated on the unrecorded plat applicable to such Waterfront Lot, which is available from the ARC.

14.19 Boat Ramps. No boat ramps of any kind shall be permitted on any Waterfront Lot, and no boat shall be placed in (or removed from) the waters of the Lake from any Waterfront Lot; provided, however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Waterfront Lot if launched without a ramp. All other watercraft shall be launched from a public boat ramp outside the Community.

14.20 Rights of Duke. Duke has certain privileges and easements affecting the Community, which include the right, privilege, and easement of backing, ponding, raising, flooding, or diverting the waters of the Lake and its tributaries upon and over the Properties.

14.21 Non-Waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained or referred to in this Master Declaration shall be held to be a waiver by that party of any right available to the party upon the recurrence or continuance of said violation or the occurrence of a different violation.

14.22 Entrance Monument Easement. Declarant reserves a non-exclusive perpetual easement over the Common Area for the purpose of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Community. An easement is reserved by Declarant for itself, its successors in interest and assigns, and granted to the Master Association over portions of the Community identified as “Entrance Monument Easement,” “Entrance Monument Area,” “COS,” or other similar term on the Map. Declarant or the Master Association shall have the right to landscape, maintain, and irrigate (if necessary) the entryway to the Community and any Neighborhood. Declarant or the Master Association shall erect and maintain one or more monuments with an entrance sign (collectively, the “Entrance Sign”) bearing the name of the Community or Neighborhood. The Entrance Sign shall be built in accordance with the applicable governmental standards for signs. Declarant or the Board may erect and maintain lighting for the Entrance Sign, landscaping, and other Improvements typically used for an entrance into a residential community.

14.23 Erosion and Sediment Controls. Prior to any earth-disturbing activity, erosion and sediment control measures shall be implemented and undertaken by the Owner or Owner’s builder in accordance with the applicable requirements imposed by DENR, Gaston County, or the City of Belmont, from time to time.

14.24 Diligent Construction. All construction, landscaping or other work that has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed Residential Unit or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period necessary for completion. All exterior construction of a Residential Unit must be completed within one (1) year after the date upon which it commenced, unless otherwise approved by the ARC. Each Owner, prior to

commencement of construction, shall post with the Board of the Master Association a construction escrow deposit as provided in the Architectural Guidelines (“**Construction Escrow Deposit**”). The Construction Escrow Deposit shall be held in escrow by the Master Association, pending completion of construction. If a Owner fails to complete construction or leaves the Public Roads or Common Area in a dirty or unkempt condition, the Board reserves the right to use the Construction Escrow Deposit to clean up and/or repair such damage. Any damage to another Owner’s Lot or Residential Unit caused by an Owner, Owner’s Builder, Builder’s subcontractors, Participating Builder or such Participating Builder’s subcontractors, shall be repaired by such responsible party. Any damage to the Public Roads, curbs or sidewalks, ditches and swales, any part of any Common Area, or any utility system caused by an Owner, Owner’s Builder or such Builder’s subcontractors, Participating Builder or such Participating Builder’s subcontractors shall be repaired by the Master Association at the expense of such responsible party.

Any Participating Builder or any other Builder of Improvements (and such Participating Builder’s or Builder’s subcontractors) on any portion of the Property shall keep such portion of the Property free of unsightly construction debris, and shall similarly keep contiguous areas free from any dirt, mud, garbage, trash, or other debris resulting from construction of Improvements. To the extent that the amount of the Construction Escrow Deposit is insufficient, the Board may levy a Specific Assessment against an Owner’s Residential Unit to pay for the cost of repairing any damage to another Owner’s Lot or Residential Unit, Public Roads, curbs or sidewalks or any part of any Private Road, Common Area or utility system, to pay for the cost of cleaning public and private areas, and to pay for the cost of the removal of garbage, trash or other debris that are caused by the activities of an Owner, Owner’s Builder or such Builder’s subcontractors during the construction of Improvements.

Participating Builders may be exempt from the Construction Escrow Deposit requirements in the sole discretion of Declarant. The ARC reserves the right to assess a Participating Builder a Specific Assessment in the event that the Participating Builder or its subcontractors violates the Construction Rules contained in the Architectural Guidelines. Each Owner, Owner’s Builder, and Participating Builder shall be responsible for erosion control protection during any earth-disturbing operation, as required by the ARC and/or the relevant governmental authority, in accordance with local and county ordinances, and applicable state law.

14.25 Marine Toilets. No watercraft equipped with a marine toilet having a fixed or portable holding tank, or a through-hull or overboard discharge toilet, shall be permitted to discharge into the waters of the Lake, but must be properly emptied off-site in accordance with requirements of DENR, Gaston County, the City of Belmont, and/or Duke.

14.26 Restricted Activities in Common Areas. No cutting of trees or vegetation, dumping, burying, digging, filling, destruction, or other waste shall be committed on the Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the prior written consent of Declarant and the Board. Each Owner shall be liable to the Master Association and/or Declarant for any damage to any Common Area caused by the negligent acts or omissions or willful misconduct of the Owner or his family, tenants, guests, agents, employees, or invitees. Provided, however, these restrictions

shall not apply to Declarant in connection with Declarant's construction activities on the Property or the Additional Property.

14.27 Sight Distance at Intersection. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as determined by the ARC and/or the City of Belmont. Sight easements may be established on the recorded Maps.

14.28 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for power line easements granted prior to the recording of this Master Declaration, temporary lines as required during construction, and high voltage lines if required by law or for safety purposes. Except as provided in the immediately preceding sentence, all utility lines in the Community shall be underground.

14.29 Air Conditioning Units. No window air conditioning units may be installed in any Unit.

14.30 Lighting and Decorations. Except for reasonable seasonal lights and decorations, which may be displayed between Thanksgiving and January 10 only, all exterior lights and decorations must be approved by the ARC.

14.31 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, yard art, and similar items must be approved by the ARC in accordance with Article XIII of this Master Declaration.

14.32 Wetlands, Lakes and Water Bodies. Except for the Lake, all other wetlands, lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no swimming, wading, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. In the sole discretion of the Board, certain areas of the Properties may be approved for fishing, boating, canoeing, and kayaking. The Master Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of wetlands, lakes, ponds, or streams within the Properties. Except as provided in **Section 14.18**, no docks, piers or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by Declarant or the Master Association.

14.33 Playground. Any playground or other play areas or equipment furnished by the Master Association or erected within the Common Area shall be used at the risk of the user, and the Master Association shall not be held liable to any Person for any claim, damage or injury. All playground equipment must be approved by the ARC.

14.34 Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved by the ARC in accordance with Article XIII of this Master Declaration.

14.35 Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Residential Unit, except that an Owner or

occupant of a Residential Unit may have a home office or conduct business activities within the Residential Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Community; (c) the business activity does not involve persons coming into the Community who do not reside in the Community or involve door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners in the Community, as may be determined in the sole discretion of the Board. Neighborhood yard sales may be permitted with prior written approval from the Board, which may be withheld by the Board in the reasonable exercise of its discretion.

The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this **Section 14.35**. This **Section 14.35** shall not apply to any of the following: (a) a business located on a Commercial Parcel or in a Commercial Unit; (b) any activity conducted on a Non-Residential Unit; (c) any activity conducted by Declarant, a Participating Builder, or a Builder approved by Declarant with respect to its development and sale of any Lots or Units which it owns within the Properties; or (d) any activity conducted by the Property Manager on the Properties.

14.36 On-Site Fuel Storage. No on-site storage of gasoline, heating oil, or other fuels shall be permitted on any part of the Properties, except that up to five gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Master Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

14.37 Leasing of Residential Units.

(a) **Definition.** “Leasing,” for purposes of this Master Declaration, is defined as regular, exclusive occupancy of a Residential Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

(b) **General.** Residential Units may be rented only in their entirety; no fraction or portion of a Residential Unit may be rented. Residential Units shall not be subleased and leases shall not be assigned, except with the prior written approval of the Board. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board and the Property Manager by the Owner within ten (10) days of execution of the lease. The Owner must make available to the tenant copies of the Declaration, Bylaws and the Rules. The Board may adopt reasonable Rules regulating leasing and subleasing,

and may amend this Master Declaration to include Rules about commercial leases when Commercial Parcels or Commercial Units are added by Supplemental Declaration.

(c) Lease Provisions. Any lease of a Residential Unit in the Properties shall be deemed to contain the following provisions, whether or not expressly stated, and each Owner covenants and agrees that if such language is not expressly contained in the lease, then such language shall be deemed incorporated into the lease by existence of this covenant and the tenant, by occupancy of the Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws, and Rules. The tenant agrees to abide by and comply with all provisions of this Master Declaration, Neighborhood Declaration, Bylaws, and Rules. The Owner agrees to cause all occupants of his or her Unit to comply with this Master Declaration, Neighborhood Declaration, Bylaws, and the Rules and is responsible for all violations thereof and resulting losses or damages caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned along with the Owner for any violation of this Master Declaration, Neighborhood Declaration, Bylaws, and Rules, following notice and a hearing in accordance with the Bylaws and the Act. If the tenant or a person living with the tenant violates this Master Declaration, Neighborhood Declaration, Bylaws or a Rule for which a fine is imposed, such fine shall be assessed against the Owner. Unpaid fines shall constitute a lien against the Unit.

(ii) Eviction. Any violation of the Declaration, Bylaws, or Rules is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the tenant in accordance with North Carolina law. Upon notice from the Board, the Owner shall promptly commence proceedings to evict the tenant. In the event that the Owner fails to evict the tenant, the Owner hereby delegates and assigns to the Master Association, acting through the Board and/or the Property Manager, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, Bylaws, and the Rules, including, without limitation, the power and authority to evict the tenant on behalf of and for the benefit of the Owner, in accordance with the terms of this Master Declaration. Any entry onto the Unit as a result of eviction proceedings shall not be deemed to be a trespass. If the Master Association or Property Manager brings an action to evict the tenant, all costs, including reasonable attorneys' fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner as a Specific Assessment and the Owner shall hold harmless the Master Association, the Board, and the Property Manager from and against any and all liability with respect to such eviction.

(iii) Use of Common Area. The Owner transfers and assigns to the tenant for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including the use of any and all common facilities and amenities. Once an Owner leases its Residential Unit, the Owner forfeits the right to use the Common Area including the use of all common facilities and amenities during the term of the lease.

14.38 Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Master Declaration; provided, neither the Board nor the Property Manager shall have any obligation to take action to enforce such laws, statutes, ordinances, and rules.

14.39 Single Family Occupancy. If a Residential Unit is designated as a Home, it shall be occupied by a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not related living together as a single household unit, and the household employees of either such household unit.

Article XV Easements

15.1 Declarant's Reserved Easements. Declarant, in addition to any other easements granted or reserved in this Master Declaration, hereby reserves unto itself, its successors and assigns, and grants to the Master Association and any other Persons hereinafter set forth, the following non-exclusive easements on, upon, over, across, through and under the Property. In addition, Declarant hereby reserves until itself, its successor and assigns, the right, on behalf of itself and the Master Association, to grant additional easements on, upon, over, across, through, and under the Common Areas, and any portion of the Properties owned by Declarant as Declarant deems, in its sole discretion, to be in the best interest of and appropriate for the development of the Community. Declarant reserves the right to assign and convey, in whole or in part, the easements reserved by it in this Master Declaration. The easements established by Declarant shall not be terminated, by merger or otherwise, unless Declarant consents and records an instrument is recorded which specifically terminates the easement.

15.2 Easements of Encroachment. Declarant creates and reserves reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Areas and between adjacent Units due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

15.3 Easements for Utilities. In addition to the non-exclusive utility easements shown on the Map, Declarant reserves for itself, so long as Declarant or a Declarant Affiliate owns any Property described on Exhibit A or any Additional Property described on Exhibit B, and grants to the Master Association, utility providers, and governmental authorities, access and maintenance easements upon, across, over and under all of the Properties to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, storm water management, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded Maps of the Properties. The grant of this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the reserved easement rights. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency,

entry onto any Unit shall be made only after reasonable notice to the Owner or occupant and shall not constitute a trespass.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, utility company, sewer provider, and natural gas supplier easements across all the Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the Unit without the permission of the Owner, except in an emergency situation, in which case, it shall not constitute a trespass. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Master Association's Board of Directors or as provided by Declarant.

15.4 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns, and designees the non-exclusive right and easement, but not the obligation, to enter upon any lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Master Declaration. Declarant's rights and easements provided in this Section shall be transferred to the Master Association at such time as Declarant shall cease to own any portion of the Properties, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument recorded in the Registry. Declarant, the Master Association, and their respective designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section 15.4.

Declarant reserves for the benefit of Declarant, the Master Association, and their respective designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Units adjacent to or within one hundred feet of any lake beds, ponds, and streams within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, tropical storms, tornados, heavy rainfall, wind driven rain, snow storms, or other natural disasters.

15.5 Easements to Serve Additional Property. Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and mortgagees, hereby reserves an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Additional Property described in Exhibit B, whether or not such Additional Property is made subject to this Master Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as

a result of vehicular traffic connected with development of the Additional Property. Declarant further agrees that if the easement is exercised for permanent access to the Additional Property and such Additional Property or any portion thereof is not made subject to this Master Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Master Association to share the cost of maintenance of any access roadway serving the Additional Property. Such agreement shall provide for sharing of costs based on the ratio that the number of residential dwellings on that portion of the Additional Property that is served by the easement and is not made subject to this Master Declaration bears to the total number of residential dwellings within the Properties.

15.6 Right of Entry. The Master Association reserves the right, but not the obligation, to enter any Unit for emergency, security, and safety reasons to perform maintenance pursuant to Article VII, and to inspect for the purpose of ensuring compliance with this Master Declaration, any Supplemental Declaration, Bylaws, and Rules. This reserved right may be delegated to and exercised by all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right, but not the obligation, of the Master Association to direct the Property Manager to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board. Any entry under this Section 15.5 shall not constitute a trespass.

15.7 Landscape and Maintenance Easements. So long as Declarant owns any Property described on Exhibit A or any Additional Property described on Exhibit B, Declarant expressly reserves and grants to the Master Association and the ARC, non-exclusive easements for access, installation, pruning and other maintenance, removal and replacement of street trees and landscaping over those portions of the Properties lying adjacent to public road rights-of-way and consisting of a strip of land ten (10) feet in width and running the entire length of, and on both sides of, each public road right-of-way within the Properties ("Landscape Easement"). Such easement shall include the right to disturb existing landscaping within the Landscape Easement, to dig holes and to temporarily pile dirt and plant material upon the Landscape Easement, practical, as soon as reasonably possible after completion of the activities authorized hereunder. Nothing in this Master Declaration shall obligate Declarant or the Master Association to undertake any of the activities, which such easement authorizes. Except as may otherwise be provided in any written agreement executed by Declarant, Declarant may, but shall not be obligated to, install street trees and landscaping within such public rights-of-way and/or these Landscape Easements at its option, at such times and in such numbers and locations as it may deem appropriate in its sole discretion. Declarant further reserves and grants to the Master Association non-exclusive easements for (a) access, pruning, maintenance, installation, repair, and replacement in the Entrance Monument Areas at the entrance to the Community and each Neighborhood, (b) access, mowing, pruning, maintenance, installation, repair, and replacement in the Common Areas, and (c) access, maintenance, repair, and replacement of sidewalks, paths, walkways, and other pedestrian areas for travel.

15.8 Easement and Right of Way over Private Roads. Declarant reserves and grants to the Master Association, the Property Manager, and each Owner whose Lot is served by a Private Road, and to the Owner's family members, guests, invitees, tenants, agents, servants, successors, and assigns, and to all governmental and quasi-governmental agencies and service entities

having jurisdiction over the Properties while engaged in their respective functions, a perpetual non-exclusive easement license, right of way, and right and privilege of passage and use, both pedestrian and vehicular, over and across the Private Roads for the purpose of providing access, ingress and egress to and from each Lot that is served by a Private Road and the balance of the Properties.

Article XVI Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Master Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

16.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, therefore becoming an “**Eligible Holder**”), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Master Association of any default in the performance by an Owner of a Unit of any obligation under this Master Declaration or Bylaws of the Master Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or

(d) any proposed action that would require the consent of a specified percentage of Eligible Holders.

(e) In addition, Eligible Holders shall have the right to be furnished a copy of the annual financial statement of the Master Association within ninety (90) days following the end of each fiscal year.

16.2 Special FHLMC Provisions. So long as required by the Federal Home Loan Mortgage Corporation (“**FHLMC**”), the following provisions apply in addition to and not in lieu of the foregoing. Unless the consent is secured from at least sixty-seven percent (67%) of the first Mortgagees or the Neighborhood Representatives that represent at least sixty-seven percent of the total Master Association vote entitled to be cast, the Master Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, convey, or transfer all or any portion of the real property comprising the Common Area which the Master Association owns, directly or indirectly; provided however, the granting of easements

for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection;

- (b) change the method of determining the obligations, Assessments, dues, or other charges that may be levied against an Owner of a Unit. (A decision, including contracts by the Board or provisions of any Additional Declaration subsequently recorded on any portion of the Properties regarding Neighborhood Assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Master Declaration);
- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area; provided however, the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision;
- (d) fail to maintain insurance, as required by this Master Declaration; or
- (e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums or casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Master Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

16.3 Other Provisions for First Lien Holders. To the extent possible under North Carolina law:

- (a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Master Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.
- (b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

16.4 Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Master Association made as a result of destruction, damage, or condemnation pursuant to **Section 16.3(a)** and **Section 16.3(b)** of this Article, or to the annexation of Additional Property in accordance with Article X.

- (a) The consent of at least eighty percent (80%) of the Class “A” votes, Class “B” votes, and Class “C” votes, and of Declarant prior to the Turnover Date and the approval of the Eligible Holders of first Mortgages on Units to which at least eighty percent (80%) of the

votes of Units subject to a Mortgage appertain, shall be required to terminate the Master Association.

(b) Except as reserved by Declarant under Article XVII, the consent of at least sixty-seven percent (67%) of the Class “A” votes, Class “B” votes, and Class “C” votes, and of Declarant prior to the Turnover Date, and the approval of Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage appertain, shall be required to materially amend any provisions of this Master Declaration, Bylaws, or Articles of Incorporation of the Master Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area and any Improvements in the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use the Common Area;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Master Association;
- (viii) boundaries of any Unit;
- (ix) leasing of Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;
- (xi) establishment of self-management by the Master Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Declaration, Bylaws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

16.5 No Priority. No provision of this Master Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.6 Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner’s Unit.

16.7 Applicability of Article XVI. Nothing contained in this Article XVI shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, the Act, or North Carolina law for any of the acts set out in this Article XVI.

16.8 Failure of Mortgagee to Respond. Any Mortgagee who receives notice and a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

16.9 HUD/VA Approval. So long as there is a Class "D" membership and so long as the Department of Housing and Urban Development ("HUD") and/or the U.S. Department of Veterans Affairs ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to this Master Declaration, the following actions shall require the prior approval of HUD and/or VA, respectively; annexation of additional property other than that described on Exhibit B, dedication or mortgage of Common Area, merger, or consolidation in which the Master Association is a participant, dissolution of the Master Association, or material amendment of this Master Declaration.

Article XVII Declarant's Special Declarant Rights

This Master Declaration and its covenants, conditions and restrictions are intended to promote and maintain a common scheme of development as described in the Master Plan, as that Master Plan may change during the course of development of the Community. This Master Declaration, and any amendments or Supplemental Declarations, whether made unilaterally by Declarant or by the Master Association, shall become a part of this common scheme of development and be enforceable uniformly by and against all Units, unless by their express terms the amendment or Supplemental Declaration applies only to a specific Neighborhood or section of the Community.

Nothing contained in this Master Declaration shall be deemed to incorporate the Master Plan, or any plans or proposals promulgated by Declarant with respect to the development of the Community. Declarant expressly reserves the right to change the Master Plan and any other plans for the development of the Community as Declarant may determine to be necessary based upon Declarant's continuing research, consumer demand, and/or market conditions, and any plans for the Community shall not bind Declarant or its successors and assigns to adhere to the Master Plan and such other plans in the development of the Property or any Additional Property. Declarant reserves the unilateral right in its sole discretion to change, from time to time, the uses and densities that exist on any portion of the Property or Additional Property still owned by Declarant, subject to the covenants, conditions, and restrictions contained in this Master Declaration and any applicable Supplemental Declaration or Neighborhood Declaration that affects that portion of the Property or Additional Property.

Any or all of the special rights and obligations of Declarant set forth in this Master Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Master Declaration or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Registry. Nothing in this

Master Declaration shall be construed to require Declarant or any successor to develop any of the Additional Property.

Declarant has reserved all of the Special Declarant Rights contained in Section 47F-1-103(28) of the Act, as well as the following additional rights. Until the Turnover Date, Declarant has the right to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant reserves and grants to each Participating Builder a non-exclusive easement for access to and use of such facilities. Declarant has the right (a) to complete Improvements; (b) to exercise any development right as defined in Section 47F-1-103(11) of the Act; (c) to elect, appoint, or remove any Master Association officer, Director, or ARC member during the Class "D" Control Period; and (d) the right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by Declarant and any clubhouse or community center that may be owned by the Master Association, as models or sales offices.

So long as Declarant continues to have Special Declarant Rights under this Article XVII, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of Condominium or similar instrument affecting any portion of the Properties without Declarant's prior review and written consent. Any attempted recordation without Declarant's prior review and written consent shall result in such declaration of covenants, conditions and restrictions, or declaration of Condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant and recorded in the Registry. The transfer of any Special Declarant Rights reserved under this Article XVII is governed by Section 47F-3-104 of the Act.

This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the Turnover Date.

Article XVIII General Provisions

18.1 Term. The covenants and restrictions of this Master Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Master Association or the Owner of any property subject to this Master Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the Effective Date, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by at least eighty percent (80%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Master Declaration shall be modified or terminated as specified therein.

18.2 Amendment. In addition to specific amendment rights reserved or granted elsewhere in this Master Declaration, until the conveyance of the first Lot to a Person other than a Participating Builder, Declarant may unilaterally amend this Master Declaration for any reason. Thereafter, Declarant may unilaterally amend this Master Declaration if such amendment is necessary to (a) bring any provision into compliance with any applicable governmental statute,

ordinance, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance on the Units; (c) to enable any institutional or government lender, purchaser, issuer, or guarantor of Mortgage loans on the Units; (d) to satisfy the requirements of any local, state or federal governmental agency; and/or (e) to correct any typographical errors or any scrivener's errors. However, any such amendment shall not materially and adversely affect the title to any Unit, unless the Owner of the Unit shall consent in writing. In addition, so long as Declarant or an Affiliate of Declarant owns any of the Property described on Exhibit A or any of the Additional Property described on Exhibit B for development as part of the Community, Declarant may unilaterally amend this Master Declaration for any purpose; provided however, if the unilateral amendment would have a material, adverse effect upon the rights of any Owner, Declarant must obtain the prior written consent from each affected Owner.

Except as otherwise specifically set forth above or elsewhere in this Master Declaration, this Master Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Neighborhood Representatives representing seventy-five percent (75%) of the total votes in all classes of membership in the Master Association, and the consent of the Class "D" Member so long as such membership exists. In addition, the approval requirements set forth in Article XVI this Master Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Registry.

If an Owner consents to any amendment to this Master Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the prior written consent of Declarant (or the assignee of such right or privilege).

No amendment may exempt any individual Units from the requirements of this Master Declaration or in any other way defeat the common scheme of development for the Community which is set forth in this Master Declaration.

18.3 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 remain in full force and effect.

18.4 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Master Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

18.5 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of seventy-five percent (75%) of the Neighborhood Representatives. In the case of such a vote, and notwithstanding anything contained in this Master Declaration or the Articles of Incorporation or Bylaws of the Master Association to the contrary, a Neighborhood Representative shall not vote in favor of bringing or

prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Members of the Neighborhood represented by the Neighborhood Representative. This **Section 18.5** shall not apply to any of the following: (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens); (b) actions brought by the Master Association to impose and collect Assessments as provided in Article XII of this Master Declaration; (c) actions brought by the Master Association on behalf of the Architectural Review Committee to enforce the Architectural Guidelines or to enjoin construction or activities that violate the Architectural Guidelines; (d) proceedings involving challenges to ad valorem taxation; (e) counterclaims brought by the Master Association in proceedings instituted against it; or (f) actions or proceedings initiated by Declarant during the Class “D” Control Period. This **Section 18.5** shall not be amended unless such amendment is made by Declarant or is approved by the required percentage of votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

18.6 Cumulative Effect; Conflict. The covenants restrictions, and provisions of this Master Declaration shall be cumulative with those of any Neighborhood and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any Articles of Incorporation, Bylaws, Rules, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Master Association. If there is a conflict between the provisions of this Master Declaration and the provisions of the Act, the provisions of the Act shall control unless the Act permits the Master Declaration to override the Act, in which case the Master Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph, or clause in this Mater Declaration, or its application to any Person or circumstances, shall not impair or affect in any manner the validity and enforceability of the rest of this Master Declaration or the application of any such covenant, restriction, condition, limitation, provision, paragraph, or clause to any other Person or circumstance.

18.7 Use of the Words “McLean”. No Person shall use the words “McLean” or any derivative in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the terms “McLean” in printed or promotional matter where such term is used solely to specify that particular property is located within McLean and the Master Association shall be entitled to use the words “McLean” in its name.

18.8 Compliance; Enforcement. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Master Declaration, the Bylaws and Rules of the Master Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Master Association or, in a proper case, by any aggrieved Unit Owner or Owners. In addition, Declarant, the Master Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity against any Person violating or attempting to violate any restriction, condition, covenant, reservation, lien, or charge now or hereafter imposed by the terms of this Master Declaration or any Supplemental Declaration, either to restrain or enjoin violation or to recover damages. Failure to enforce or forbearance by Declarant, the Master Association or any Owner to enforce any restriction, condition, covenant, reservation, lien or

charge contained in this Master Declaration shall not be deemed to be a waiver of the right to do so in the future.

18.9 Notice of Sale. If an Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board at least ten (10) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until the Board receives such written notice, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit, including payment of Assessments, notwithstanding the transfer of title to the Unit.

18.10 Governing Law. This Master Declaration shall be construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules.

18.11 Captions. The captions and headings are for convenient reference and shall not define, limit, or describe the scope of this Master Declaration or the intent of any of its provisions.

18.12 Gender; Plural. This Master Declaration shall be construed, whenever the context requires, so that the singular may include the plural, the plural may include the singular, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, and neuter gender.

18.13 Disclaimer. Notwithstanding anything contained in this Master Declaration, any Supplemental Declaration, the Bylaws, Articles, Rules, or any other document governing or binding the Master Association (collectively, the “Association Documents”), the Master Association and Declarant shall not be liable or responsible for the health, safety, or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, the family members, guests, invitees, tenants, agents, servants, representatives, contractors, or subcontractors, or any Improvements or property of any such Persons. It is the express intent of the Association Documents that the various provisions that are enforceable by the Master Association and that govern or regulate the uses of the Property have been written, and are to be interpreted and enforced for the sole purpose of maintaining the enjoyment of the Property. The Master Association and Declarant and not empowered and have not been created to act as an entity which enforces or ensures any other Person’s compliance with the laws of the United States, State of North Carolina, or any other jurisdiction, or the prevention of criminal, illegal, or tortious activities. Every Owner, by taking title to any part of the Property, covenants and agrees to hold harmless and to indemnify the Master Association and Declarant, and their respective directors, officers, members, managers, agents, employees, and Affiliates, from and against all claims of any kind whatsoever by an invitee, licensee, family manager, employee, contractor, agent, or representative of that Owner for any loss or damage arising in connection with the use, ownership, or occupancy of any portion of the Property.

18.14 Construction Activities. All Owners, occupants and users of Lots or Units are placed on notice that Declarant, Participating Builders, Builders and/or their employees, agents, contractors, subcontractors, licensees, successors or assigns may, from time to time, conduct blasting, excavation, construction, demolition, and other activities within the Property (“Construction Activities”). By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, Owners and all occupants or users of Lots or Units

acknowledge, stipulate and agree, for themselves, and for their respective family members, guests, invitees, agents, tenants, servants, representatives, contractors, and/or subcontractors, that (a) such Construction Activities shall not be deemed nuisances, or noxious or offensive activities under this Master Declaration; (b) they will not to enter on to any construction site or area where such Construction Activities are being conducted; (c) they will hold harmless Declarant, Participating Builders, Builders, and/or their employees, agents, contractors, subcontractors, licensees, successors or assigns from any and all losses, damages, injuries, or deaths arising from or relating to the Construction Activities; (d) the purchase or use of any portion of the Property has been made with full knowledge of the risks that could occur whenever Construction Activities are being performed; and (e) this acknowledgement and agreement is a material inducement to Declarant and to each Participating Builders to sell, convey, lease, and/or allow the use of Lots and/or Units within the Property.

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Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Declarant has executed this Master Declaration of Covenants, Conditions, and Restrictions for McLean as of the Effective Date.

DECLARANT:

NW LAKE WYLIE LLC,
a Delaware limited liability company

By: [Signature]
Its: Member

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Tishka T. McDonald, a Notary Public for Mecklenburg County, State of North Carolina do hereby certify that Steven C. Hinshaw ("Signatory"), personally appeared before me this day and acknowledged that he is member of **NW LAKE WYLIE LLC**, a Delaware limited liability company, and that he, as member, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of **NW LAKE WYLIE LLC**.

I certify that the Signatory personally appeared before me this day, and
(*check one of the following*)

(I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(*check one of the following*)

a driver's license or

in the form of _____); or

(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 14th day of December, 2015.

[Signature]
Notary Public
Print Name: Tishka T. McDonald
My Commission Expires: 9/28/2020

[NOTARIAL SEAL] (Must be fully legible)

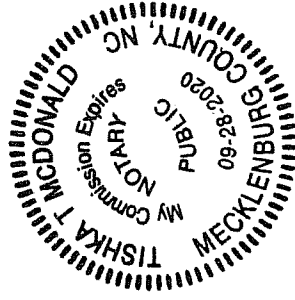


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(SOUTH SHORE, PHASE 1)

BEGINNING AT AN EXISTING CONCRETE MONUMENT ON THE SOUTH EASTERN R/W OF ARMSTRONG ROAD (NC HWY 273), AND HAVING GRID COORDINATES OF N: 519416.74', E: 1390224.71'; AND BEING N 62°11'06" E A DISTANCE OF 5,938.91 FEET FROM NCGS MONUMENT "WYLIE". ALSO BEING LOCATED N 84°21'10" E A DISTANCE OF 77.26 FEET FROM AN EXISTING CONCRETE MONUMENT ON THE NORTH WESTERN R/W OF ARMSTRONG ROAD (NC HWY 273).

THENCE FROM THE POINT OF BEGINNING, N 84°17'03" E A DISTANCE OF 55.22 FEET TO A SET #4 REBAR;

THENCE N 84°17'03" E A DISTANCE OF 297.94 FEET TO AN EXISTING REBAR;

THENCE N 84°16'17" E A DISTANCE OF 207.01 FEET TO AN EXISTING REBAR;

THENCE N 84°14'22" E A DISTANCE OF 177.48 FEET TO AN EXISTING REBAR;

THENCE N 84°24'05" E A DISTANCE OF 162.82 FEET TO AN EXISTING REBAR;

THENCE N 84°17'31" E A DISTANCE OF 154.65 FEET TO AN EXISTING REBAR;

THENCE N 84°12'34" E A DISTANCE OF 445.20 FEET TO A POINT;

THENCE THE FOLLOWING 717 COURSES AND DISTANCES FOLLOWING THE DUKE ENERGY PROJECT BOUNDARY, WHICH IS THE 569.4' MSL CONTOUR:
S 51°47'23" W A DISTANCE OF 0.75 FEET;

THENCE S 15°26'06" E A DISTANCE OF 10.67 FEET;

THENCE S 45°48'56" W A DISTANCE OF 5.42 FEET;

THENCE S 13°40'00" E A DISTANCE OF 9.22 FEET;

THENCE S 06°45'15" E A DISTANCE OF 24.64 FEET;

THENCE S 15°08'56" W A DISTANCE OF 2.93 FEET;

THENCE S 15°08'56" W A DISTANCE OF 12.96 FEET;

THENCE S 19°56'00" W A DISTANCE OF 12.86 FEET;

THENCE S 36°32'40" W A DISTANCE OF 14.99 FEET;

THENCE S 22°56'24" W A DISTANCE OF 9.05 FEET;

THENCE S 28°22'19" W A DISTANCE OF 17.00 FEET;

THENCE S 18°28'45" W A DISTANCE OF 32.05 FEET;

THENCE S 76°49'04" W A DISTANCE OF 3.47 FEET;

THENCE N 84°20'06" W A DISTANCE OF 15.16 FEET;

THENCE S 40°55'02" W A DISTANCE OF 15.44 FEET;

THENCE S 04°43'03" W A DISTANCE OF 19.85 FEET;

THENCE S 48°55'16" E A DISTANCE OF 4.83 FEET;

THENCE S 39°10'58" W A DISTANCE OF 4.06 FEET;

THENCE S 83°35'53" W A DISTANCE OF 13.70 FEET;

THENCE N 85°31'57" W A DISTANCE OF 7.23 FEET;

THENCE S 32°11'41" W A DISTANCE OF 6.56 FEET;

THENCE S 36°31'33" W A DISTANCE OF 18.59 FEET;

THENCE S 30°33'07" W A DISTANCE OF 9.63 FEET;

THENCE S 30°33'07" W A DISTANCE OF 2.96 FEET;

THENCE S 11°28'38" E A DISTANCE OF 11.83 FEET;
THENCE S 40°25'44" E A DISTANCE OF 7.17 FEET;
THENCE N 20°09'30" E A DISTANCE OF 1.27 FEET;
THENCE S 02°10'13" W A DISTANCE OF 8.31 FEET;
THENCE S 28°06'45" W A DISTANCE OF 10.84 FEET;
THENCE S 57°34'01" W A DISTANCE OF 6.45 FEET;
THENCE S 50°52'24" W A DISTANCE OF 12.74 FEET;
THENCE S 49°11'46" W A DISTANCE OF 20.87 FEET;
THENCE S 38°31'04" W A DISTANCE OF 8.46 FEET;
THENCE S 43°36'04" W A DISTANCE OF 7.98 FEET;
THENCE S 62°56'10" W A DISTANCE OF 16.11 FEET;
THENCE S 44°23'36" W A DISTANCE OF 11.47 FEET;
THENCE S 22°12'04" W A DISTANCE OF 19.22 FEET;
THENCE S 43°23'32" W A DISTANCE OF 5.28 FEET;
THENCE S 48°01'53" W A DISTANCE OF 6.87 FEET;
THENCE S 03°27'36" E A DISTANCE OF 7.71 FEET;
THENCE S 05°19'44" E A DISTANCE OF 13.71 FEET;
THENCE S 71°41'11" W A DISTANCE OF 10.90 FEET;
THENCE S 71°44'25" W A DISTANCE OF 10.20 FEET;
THENCE S 55°19'59" W A DISTANCE OF 10.56 FEET;
THENCE S 57°27'14" W A DISTANCE OF 7.70 FEET;
THENCE S 27°40'23" W A DISTANCE OF 8.96 FEET;
THENCE S 56°30'51" E A DISTANCE OF 5.99 FEET;
THENCE S 07°27'59" W A DISTANCE OF 4.64 FEET;
THENCE S 15°17'19" W A DISTANCE OF 8.12 FEET;
THENCE S 38°01'10" W A DISTANCE OF 6.56 FEET;
THENCE S 14°01'50" W A DISTANCE OF 11.47 FEET;
THENCE S 09°40'22" W A DISTANCE OF 12.59 FEET;
THENCE S 10°07'11" W A DISTANCE OF 13.59 FEET;
THENCE S 44°02'23" W A DISTANCE OF 9.00 FEET;
THENCE S 06°37'26" E A DISTANCE OF 12.13 FEET;
THENCE S 22°38'34" W A DISTANCE OF 17.64 FEET;
THENCE S 22°59'20" W A DISTANCE OF 11.60 FEET;
THENCE S 57°30'00" W A DISTANCE OF 6.41 FEET;
THENCE N 74°26'20" W A DISTANCE OF 23.18 FEET;
THENCE S 78°24'14" W A DISTANCE OF 6.60 FEET;
THENCE N 49°10'48" W A DISTANCE OF 5.09 FEET;
THENCE S 63°44'38" W A DISTANCE OF 7.23 FEET;
THENCE S 78°59'04" W A DISTANCE OF 4.06 FEET;
THENCE N 12°05'10" W A DISTANCE OF 8.56 FEET;
THENCE S 60°17'00" W A DISTANCE OF 4.00 FEET;
THENCE N 64°23'17" W A DISTANCE OF 12.57 FEET;
THENCE S 44°40'07" W A DISTANCE OF 11.79 FEET;
THENCE N 63°27'56" W A DISTANCE OF 8.71 FEET;
THENCE N 77°48'19" W A DISTANCE OF 6.78 FEET;
THENCE S 36°13'37" W A DISTANCE OF 9.92 FEET;
THENCE S 03°36'49" E A DISTANCE OF 7.36 FEET;
THENCE S 53°11'03" W A DISTANCE OF 3.29 FEET;

THENCE N 41°56'00" W A DISTANCE OF 2.87 FEET;
THENCE N 41°34'17" W A DISTANCE OF 5.35 FEET;
THENCE N 43°19'12" W A DISTANCE OF 3.45 FEET;
THENCE N 75°14'58" W A DISTANCE OF 1.68 FEET;
THENCE S 14°19'05" W A DISTANCE OF 4.65 FEET;
THENCE S 12°21'58" E A DISTANCE OF 4.87 FEET;
THENCE S 33°51'48" E A DISTANCE OF 8.53 FEET;
THENCE N 38°13'44" W A DISTANCE OF 4.78 FEET;
THENCE N 58°47'09" W A DISTANCE OF 8.16 FEET;
THENCE S 82°22'58" W A DISTANCE OF 5.95 FEET;
THENCE S 53°42'47" E A DISTANCE OF 6.57 FEET;
THENCE S 65°58'25" E A DISTANCE OF 19.51 FEET;
THENCE S 31°57'03" E A DISTANCE OF 7.59 FEET;
THENCE S 03°09'09" W A DISTANCE OF 10.89 FEET;
THENCE S 37°18'21" E A DISTANCE OF 12.67 FEET;
THENCE S 30°44'06" E A DISTANCE OF 17.30 FEET;
THENCE S 33°33'39" E A DISTANCE OF 26.68 FEET;
THENCE S 48°57'43" E A DISTANCE OF 12.24 FEET;
THENCE S 19°51'19" E A DISTANCE OF 3.26 FEET;
THENCE S 19°51'19" E A DISTANCE OF 6.99 FEET;
THENCE S 11°47'38" E A DISTANCE OF 9.34 FEET;
THENCE S 17°32'22" E A DISTANCE OF 8.90 FEET;
THENCE S 17°11'23" E A DISTANCE OF 8.82 FEET;
THENCE S 34°37'32" E A DISTANCE OF 6.81 FEET;
THENCE S 66°15'33" E A DISTANCE OF 10.01 FEET;
THENCE S 11°02'39" E A DISTANCE OF 12.09 FEET;
THENCE S 31°23'56" E A DISTANCE OF 4.76 FEET;
THENCE S 19°30'17" E A DISTANCE OF 5.82 FEET;
THENCE S 24°18'28" W A DISTANCE OF 4.57 FEET;
THENCE S 19°09'45" E A DISTANCE OF 6.70 FEET;
THENCE S 33°31'05" E A DISTANCE OF 12.75 FEET;
THENCE S 77°18'39" E A DISTANCE OF 4.78 FEET;
THENCE N 63°49'02" E A DISTANCE OF 6.22 FEET;
THENCE S 68°45'21" E A DISTANCE OF 5.41 FEET;
THENCE S 58°29'34" W A DISTANCE OF 1.80 FEET;
THENCE S 02°44'13" E A DISTANCE OF 1.80 FEET;
THENCE S 27°36'14" E A DISTANCE OF 1.60 FEET;
THENCE N 90°00'00" E A DISTANCE OF 0.00 FEET;
THENCE S 27°36'14" E A DISTANCE OF 6.78 FEET;
THENCE S 83°44'19" E A DISTANCE OF 7.94 FEET;
THENCE S 12°24'58" E A DISTANCE OF 6.12 FEET;
THENCE S 01°43'38" W A DISTANCE OF 12.53 FEET;
THENCE S 03°31'45" E A DISTANCE OF 13.43 FEET;
THENCE S 25°37'53" E A DISTANCE OF 13.72 FEET;
THENCE S 39°06'45" E A DISTANCE OF 14.66 FEET;
THENCE S 35°13'32" E A DISTANCE OF 8.48 FEET;
THENCE S 13°22'42" E A DISTANCE OF 5.12 FEET;
THENCE S 02°04'08" W A DISTANCE OF 7.96 FEET;

THENCE S 18°46'31" E A DISTANCE OF 5.15 FEET;
THENCE S 03°07'10" W A DISTANCE OF 9.35 FEET;
THENCE S 74°10'14" E A DISTANCE OF 3.08 FEET;
THENCE S 46°23'42" E A DISTANCE OF 9.57 FEET;
THENCE S 24°13'57" E A DISTANCE OF 13.08 FEET;
THENCE S 27°49'02" E A DISTANCE OF 20.33 FEET;
THENCE S 24°34'21" E A DISTANCE OF 12.30 FEET;
THENCE S 05°45'07" E A DISTANCE OF 14.76 FEET;
THENCE S 19°34'21" E A DISTANCE OF 9.16 FEET;
THENCE S 27°30'36" E A DISTANCE OF 11.07 FEET;
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THENCE S 23°48'01" E A DISTANCE OF 4.80 FEET;
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THENCE S 08°46'17" E A DISTANCE OF 11.39 FEET;
THENCE S 23°33'43" E A DISTANCE OF 11.09 FEET;

THENCE S 01°30'21" E A DISTANCE OF 30.27 FEET;
THENCE S 06°14'55" W A DISTANCE OF 26.66 FEET;
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THENCE N 90°00'00" E A DISTANCE OF 0.00 FEET;
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THENCE S 24°36'34" E A DISTANCE OF 9.10 FEET;
THENCE S 24°36'34" E A DISTANCE OF 1.14 FEET;
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THENCE S 15°21'41" E A DISTANCE OF 13.27 FEET;
THENCE S 35°58'08" E A DISTANCE OF 10.62 FEET;
THENCE S 52°19'41" E A DISTANCE OF 10.51 FEET;
THENCE S 21°55'24" E A DISTANCE OF 18.15 FEET;
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THENCE S 67°52'57" E A DISTANCE OF 19.74 FEET;
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THENCE S 13°09'31" E A DISTANCE OF 7.52 FEET;
THENCE S 05°05'22" W A DISTANCE OF 6.50 FEET;
THENCE S 44°07'09" E A DISTANCE OF 12.15 FEET;
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THENCE S 72°00'36" E A DISTANCE OF 17.01 FEET;
THENCE S 40°17'29" E A DISTANCE OF 24.91 FEET;
THENCE S 22°58'43" E A DISTANCE OF 11.94 FEET;
THENCE S 05°13'18" E A DISTANCE OF 10.86 FEET;
THENCE S 31°27'57" E A DISTANCE OF 22.93 FEET;
THENCE S 30°51'25" E A DISTANCE OF 21.74 FEET;
THENCE S 21°38'29" E A DISTANCE OF 2.61 FEET;
THENCE S 49°40'52" W A DISTANCE OF 5.32 FEET;
THENCE S 22°57'19" W A DISTANCE OF 25.98 FEET;
THENCE S 44°53'13" E A DISTANCE OF 17.73 FEET;
THENCE S 18°25'32" W A DISTANCE OF 13.46 FEET;
THENCE S 43°17'42" W A DISTANCE OF 24.16 FEET;
THENCE S 11°24'37" W A DISTANCE OF 20.74 FEET;
THENCE S 75°59'47" W A DISTANCE OF 40.69 FEET;
THENCE S 60°09'59" W A DISTANCE OF 23.94 FEET;
THENCE S 83°29'58" W A DISTANCE OF 18.32 FEET;
THENCE S 56°24'41" W A DISTANCE OF 23.39 FEET;
THENCE S 62°32'22" W A DISTANCE OF 39.64 FEET;
THENCE S 84°32'23" W A DISTANCE OF 27.22 FEET;
THENCE S 80°32'04" W A DISTANCE OF 14.38 FEET;
THENCE S 84°44'29" W A DISTANCE OF 9.93 FEET;
THENCE S 84°57'48" W A DISTANCE OF 11.46 FEET;
THENCE S 84°57'48" W A DISTANCE OF 18.15 FEET;
THENCE S 87°12'21" W A DISTANCE OF 39.07 FEET;
THENCE N 80°57'35" W A DISTANCE OF 19.31 FEET;
THENCE S 87°17'43" W A DISTANCE OF 19.54 FEET;
THENCE S 60°06'41" W A DISTANCE OF 0.56 FEET;
THENCE S 89°50'30" W A DISTANCE OF 8.53 FEET;
THENCE S 89°50'30" W A DISTANCE OF 19.49 FEET;

THENCE S 63°38'04" W A DISTANCE OF 19.30 FEET;
THENCE S 38°39'47" E A DISTANCE OF 20.44 FEET;
THENCE S 19°59'33" W A DISTANCE OF 7.35 FEET;
THENCE N 74°43'56" W A DISTANCE OF 46.23 FEET;
THENCE N 75°40'10" W A DISTANCE OF 21.40 FEET;
THENCE N 75°40'10" W A DISTANCE OF 19.55 FEET;
THENCE N 73°11'44" W A DISTANCE OF 17.35 FEET;
THENCE N 61°55'56" W A DISTANCE OF 9.28 FEET;
THENCE N 58°38'55" W A DISTANCE OF 4.68 FEET;
THENCE S 77°49'56" W A DISTANCE OF 5.97 FEET;
THENCE N 87°31'49" W A DISTANCE OF 11.00 FEET;
THENCE N 57°00'20" W A DISTANCE OF 7.84 FEET;
THENCE N 73°26'44" W A DISTANCE OF 3.72 FEET;
THENCE S 73°35'33" W A DISTANCE OF 5.31 FEET;
THENCE S 01°46'05" E A DISTANCE OF 4.02 FEET;
THENCE S 79°59'55" W A DISTANCE OF 6.73 FEET;
THENCE S 71°31'42" W A DISTANCE OF 11.32 FEET;
THENCE S 71°41'40" W A DISTANCE OF 6.45 FEET;
THENCE N 82°41'35" W A DISTANCE OF 2.54 FEET;
THENCE N 82°41'35" W A DISTANCE OF 18.84 FEET;
THENCE N 79°01'03" W A DISTANCE OF 37.02 FEET;
THENCE N 60°03'24" W A DISTANCE OF 42.35 FEET;
THENCE N 06°22'22" W A DISTANCE OF 6.88 FEET;
THENCE N 46°16'41" W A DISTANCE OF 8.74 FEET;
THENCE N 71°00'45" W A DISTANCE OF 21.07 FEET;
THENCE N 81°46'40" W A DISTANCE OF 6.25 FEET;
THENCE N 49°29'18" W A DISTANCE OF 11.50 FEET;
THENCE N 66°52'48" W A DISTANCE OF 29.07 FEET;
THENCE S 74°32'49" W A DISTANCE OF 20.53 FEET;
THENCE N 56°10'37" W A DISTANCE OF 11.64 FEET;
THENCE N 83°33'55" W A DISTANCE OF 9.36 FEET;
THENCE S 12°00'57" W A DISTANCE OF 3.98 FEET;
THENCE N 78°09'43" W A DISTANCE OF 0.98 FEET;
THENCE N 78°09'43" W A DISTANCE OF 8.23 FEET;
THENCE N 78°09'43" W A DISTANCE OF 1.01 FEET;
THENCE N 45°50'30" W A DISTANCE OF 4.44 FEET;
THENCE N 76°12'50" W A DISTANCE OF 5.11 FEET;
THENCE S 46°21'26" W A DISTANCE OF 2.71 FEET;
THENCE S 74°28'08" W A DISTANCE OF 8.02 FEET;
THENCE N 68°41'16" W A DISTANCE OF 10.46 FEET;
THENCE S 85°24'56" W A DISTANCE OF 12.78 FEET;
THENCE S 81°32'40" W A DISTANCE OF 8.14 FEET;
THENCE S 28°13'12" W A DISTANCE OF 6.12 FEET;
THENCE S 88°39'37" W A DISTANCE OF 6.72 FEET;
THENCE N 71°07'26" W A DISTANCE OF 15.10 FEET;
THENCE N 64°01'38" W A DISTANCE OF 11.90 FEET;
THENCE N 64°01'38" W A DISTANCE OF 19.13 FEET;
THENCE N 32°28'29" W A DISTANCE OF 7.73 FEET;

THENCE S 52°13'53" W A DISTANCE OF 10.30 FEET;
THENCE N 59°36'23" W A DISTANCE OF 10.35 FEET;
THENCE N 64°39'06" W A DISTANCE OF 13.42 FEET;
THENCE N 43°02'33" W A DISTANCE OF 5.44 FEET;
THENCE N 87°44'15" W A DISTANCE OF 4.87 FEET;
THENCE N 63°35'01" W A DISTANCE OF 16.60 FEET;
THENCE N 52°05'12" W A DISTANCE OF 22.66 FEET;
THENCE N 52°05'12" W A DISTANCE OF 2.41 FEET;
THENCE N 32°34'23" W A DISTANCE OF 15.51 FEET;
THENCE N 56°00'02" W A DISTANCE OF 17.12 FEET;
THENCE N 84°49'52" W A DISTANCE OF 10.03 FEET;
THENCE N 42°34'01" W A DISTANCE OF 17.08 FEET;
THENCE N 56°14'06" W A DISTANCE OF 11.50 FEET;
THENCE N 57°09'34" W A DISTANCE OF 16.05 FEET;
THENCE N 61°36'35" W A DISTANCE OF 13.16 FEET;
THENCE N 61°36'35" W A DISTANCE OF 2.50 FEET;
THENCE N 21°44'50" W A DISTANCE OF 22.77 FEET;
THENCE N 87°39'10" W A DISTANCE OF 39.19 FEET;
THENCE N 89°28'45" W A DISTANCE OF 27.00 FEET;
THENCE N 65°05'01" W A DISTANCE OF 18.83 FEET;
THENCE N 65°05'01" W A DISTANCE OF 5.00 FEET;
THENCE S 68°08'56" W A DISTANCE OF 15.77 FEET;
THENCE S 72°53'29" W A DISTANCE OF 7.65 FEET;
THENCE S 15°39'03" W A DISTANCE OF 3.68 FEET;
THENCE S 59°22'06" W A DISTANCE OF 15.15 FEET;
THENCE S 89°24'15" W A DISTANCE OF 31.66 FEET;
THENCE N 68°28'05" W A DISTANCE OF 13.58 FEET;
THENCE N 83°20'15" W A DISTANCE OF 9.71 FEET;
THENCE N 84°58'36" W A DISTANCE OF 20.62 FEET;
THENCE S 89°38'47" W A DISTANCE OF 11.77 FEET;
THENCE N 73°59'59" W A DISTANCE OF 4.52 FEET;
THENCE N 73°59'59" W A DISTANCE OF 4.52 FEET;
THENCE N 52°12'38" W A DISTANCE OF 13.08 FEET;
THENCE N 56°37'02" W A DISTANCE OF 17.65 FEET;
THENCE N 26°31'58" W A DISTANCE OF 5.67 FEET;
THENCE N 71°23'48" W A DISTANCE OF 9.01 FEET;
THENCE N 65°11'54" W A DISTANCE OF 10.34 FEET;
THENCE S 57°48'40" W A DISTANCE OF 7.66 FEET;
THENCE N 68°25'40" W A DISTANCE OF 17.46 FEET;
THENCE N 73°50'41" W A DISTANCE OF 17.11 FEET;
THENCE S 78°44'39" W A DISTANCE OF 12.27 FEET;
THENCE N 85°40'22" W A DISTANCE OF 1.58 FEET;
THENCE N 89°52'55" W A DISTANCE OF 3.57 FEET;
THENCE N 89°52'55" W A DISTANCE OF 3.00 FEET;
THENCE S 81°02'41" W A DISTANCE OF 11.48 FEET;
THENCE S 88°52'56" W A DISTANCE OF 4.60 FEET;
THENCE S 79°48'00" W A DISTANCE OF 25.94 FEET;
THENCE N 84°34'36" W A DISTANCE OF 6.76 FEET;

THENCE S 67°35'59" W A DISTANCE OF 10.93 FEET;
THENCE N 51°10'34" W A DISTANCE OF 28.74 FEET;
THENCE N 46°21'56" W A DISTANCE OF 8.88 FEET;
THENCE N 46°21'56" W A DISTANCE OF 4.03 FEET;
THENCE N 82°01'44" W A DISTANCE OF 7.36 FEET;
THENCE N 68°41'37" W A DISTANCE OF 23.46 FEET;
THENCE N 51°24'11" W A DISTANCE OF 13.24 FEET;
THENCE N 06°23'10" W A DISTANCE OF 9.57 FEET;
THENCE N 18°36'17" W A DISTANCE OF 8.19 FEET;
THENCE N 40°24'20" W A DISTANCE OF 4.93 FEET;
THENCE N 27°49'37" W A DISTANCE OF 6.38 FEET;
THENCE N 39°42'57" W A DISTANCE OF 4.22 FEET;
THENCE N 63°31'24" W A DISTANCE OF 4.88 FEET;
THENCE N 79°37'03" W A DISTANCE OF 4.04 FEET;
THENCE N 50°27'06" W A DISTANCE OF 6.84 FEET;
THENCE N 60°32'17" W A DISTANCE OF 12.19 FEET;
THENCE N 64°11'18" W A DISTANCE OF 23.78 FEET;
THENCE N 65°23'51" W A DISTANCE OF 30.90 FEET;
THENCE N 89°51'04" W A DISTANCE OF 29.13 FEET;
THENCE S 49°48'50" W A DISTANCE OF 18.27 FEET;
THENCE S 62°19'33" W A DISTANCE OF 25.96 FEET;
THENCE S 36°28'38" W A DISTANCE OF 23.02 FEET;
THENCE S 57°07'59" W A DISTANCE OF 20.48 FEET;
THENCE S 80°13'59" W A DISTANCE OF 4.77 FEET;
THENCE S 80°13'59" W A DISTANCE OF 34.47 FEET;
THENCE S 89°59'48" W A DISTANCE OF 50.74 FEET;
THENCE S 86°26'27" W A DISTANCE OF 21.84 FEET;
THENCE S 86°26'27" W A DISTANCE OF 30.30 FEET;
THENCE N 89°20'54" W A DISTANCE OF 47.94 FEET;
THENCE N 89°33'35" W A DISTANCE OF 41.54 FEET;
THENCE S 76°17'59" W A DISTANCE OF 29.47 FEET;
THENCE S 64°14'25" W A DISTANCE OF 38.34 FEET;
THENCE S 56°12'06" W A DISTANCE OF 33.37 FEET;
THENCE S 49°21'07" W A DISTANCE OF 24.40 FEET;
THENCE S 56°07'27" W A DISTANCE OF 37.01 FEET;
THENCE S 57°47'50" W A DISTANCE OF 26.81 FEET;
THENCE S 89°12'21" W A DISTANCE OF 12.11 FEET;
THENCE N 24°43'53" W A DISTANCE OF 18.43 FEET;
THENCE N 01°03'57" E A DISTANCE OF 27.19 FEET;
THENCE N 06°29'40" W A DISTANCE OF 36.22 FEET;
THENCE N 05°32'38" E A DISTANCE OF 20.79 FEET;
THENCE N 32°31'03" E A DISTANCE OF 14.02 FEET;
THENCE N 10°57'51" E A DISTANCE OF 31.53 FEET;
THENCE N 21°27'57" E A DISTANCE OF 29.93 FEET;
THENCE N 19°53'43" E A DISTANCE OF 23.64 FEET;
THENCE N 12°03'22" E A DISTANCE OF 14.51 FEET;
THENCE N 12°03'22" E A DISTANCE OF 7.68 FEET;
THENCE N 22°13'12" E A DISTANCE OF 27.66 FEET;

THENCE N 34°46'43" E A DISTANCE OF 24.30 FEET;
THENCE N 32°01'22" E A DISTANCE OF 19.50 FEET;
THENCE N 14°23'29" E A DISTANCE OF 25.47 FEET;
THENCE N 15°01'28" E A DISTANCE OF 34.16 FEET;
THENCE N 07°15'59" E A DISTANCE OF 30.41 FEET;
THENCE N 23°39'31" W A DISTANCE OF 34.86 FEET;
THENCE N 50°22'15" W A DISTANCE OF 22.42 FEET;
THENCE N 50°22'15" W A DISTANCE OF 8.41 FEET;
THENCE N 45°10'13" W A DISTANCE OF 31.55 FEET;
THENCE N 70°43'05" W A DISTANCE OF 20.19 FEET;
THENCE N 74°16'56" W A DISTANCE OF 15.43 FEET;
THENCE N 44°09'23" W A DISTANCE OF 7.31 FEET;
THENCE N 35°22'32" W A DISTANCE OF 6.80 FEET;
THENCE N 35°27'08" W A DISTANCE OF 5.04 FEET;
THENCE N 57°56'43" W A DISTANCE OF 7.59 FEET;
THENCE N 53°19'14" W A DISTANCE OF 5.52 FEET;
THENCE S 69°47'49" W A DISTANCE OF 6.41 FEET;
THENCE N 84°58'23" W A DISTANCE OF 8.71 FEET;
THENCE S 84°39'48" W A DISTANCE OF 35.50 FEET;
THENCE N 48°35'30" E A DISTANCE OF 10.07 FEET;
THENCE N 26°08'53" E A DISTANCE OF 102.00 FEET;
THENCE N 46°26'07" W A DISTANCE OF 101.00 FEET;
THENCE N 09°07'07" W A DISTANCE OF 225.00 FEET;
THENCE N 32°02'07" W A DISTANCE OF 100.00 FEET;
THENCE S 71°24'53" W A DISTANCE OF 41.00 FEET;
THENCE S 00°28'53" W A DISTANCE OF 259.00 FEET;
THENCE S 11°45'53" W A DISTANCE OF 220.01 FEET;
THENCE N 88°55'26" W A DISTANCE OF 6.27 FEET;
THENCE S 59°44'06" W A DISTANCE OF 3.71 FEET;
THENCE S 44°03'47" W A DISTANCE OF 4.67 FEET;
THENCE S 32°15'33" W A DISTANCE OF 2.70 FEET;
THENCE S 27°42'52" W A DISTANCE OF 2.87 FEET;
THENCE S 27°42'52" W A DISTANCE OF 2.87 FEET;
THENCE S 20°48'32" W A DISTANCE OF 0.46 FEET;
THENCE S 27°17'54" W A DISTANCE OF 17.45 FEET;
THENCE S 32°06'42" W A DISTANCE OF 15.68 FEET;
THENCE S 36°20'04" W A DISTANCE OF 24.11 FEET;
THENCE S 35°59'42" W A DISTANCE OF 30.17 FEET;
THENCE S 33°29'23" W A DISTANCE OF 30.22 FEET;
THENCE S 33°29'23" W A DISTANCE OF 4.42 FEET;
THENCE S 26°00'13" W A DISTANCE OF 32.41 FEET;
THENCE S 19°03'39" W A DISTANCE OF 25.50 FEET;
THENCE S 18°45'53" W A DISTANCE OF 41.27 FEET;
THENCE S 18°58'59" W A DISTANCE OF 12.63 FEET;
THENCE S 18°58'59" W A DISTANCE OF 38.53 FEET;
THENCE S 19°20'58" W A DISTANCE OF 47.63 FEET;
THENCE S 22°44'07" W A DISTANCE OF 22.46 FEET;
THENCE S 35°11'49" W A DISTANCE OF 16.03 FEET;

THENCE S 35°11'49" W A DISTANCE OF 8.63 FEET;
THENCE S 55°23'47" W A DISTANCE OF 23.72 FEET;
THENCE S 60°23'43" W A DISTANCE OF 22.92 FEET;
THENCE S 65°44'32" W A DISTANCE OF 16.77 FEET;
THENCE S 71°26'49" W A DISTANCE OF 22.93 FEET;
THENCE S 80°08'16" W A DISTANCE OF 20.51 FEET;
THENCE S 89°29'08" W A DISTANCE OF 31.03 FEET;
THENCE N 87°42'14" W A DISTANCE OF 22.64 FEET;
THENCE N 83°39'06" W A DISTANCE OF 25.27 FEET;
THENCE N 79°51'15" W A DISTANCE OF 31.98 FEET;
THENCE N 68°47'21" W A DISTANCE OF 33.81 FEET;
THENCE N 53°52'36" W A DISTANCE OF 13.36 FEET;
THENCE N 45°05'13" W A DISTANCE OF 30.57 FEET;
THENCE N 30°50'18" W A DISTANCE OF 18.00 FEET;
THENCE N 23°54'07" W A DISTANCE OF 4.23 FEET;
THENCE N 04°55'46" W A DISTANCE OF 4.94 FEET;
THENCE N 25°53'33" W A DISTANCE OF 1.74 FEET;
THENCE N 20°08'32" W A DISTANCE OF 4.21 FEET;
THENCE N 62°15'16" W A DISTANCE OF 6.06 FEET;
THENCE N 26°41'59" W A DISTANCE OF 11.04 FEET;
THENCE N 06°07'24" W A DISTANCE OF 27.25 FEET;
THENCE N 04°10'18" E A DISTANCE OF 28.71 FEET;
THENCE N 06°06'11" W A DISTANCE OF 67.81 FEET;
THENCE N 04°37'45" W A DISTANCE OF 22.51 FEET;
THENCE N 04°37'45" W A DISTANCE OF 5.76 FEET;
THENCE N 08°17'25" W A DISTANCE OF 39.30 FEET;
THENCE N 16°47'26" E A DISTANCE OF 42.65 FEET;
THENCE N 40°37'22" W A DISTANCE OF 24.78 FEET;
THENCE N 35°08'34" W A DISTANCE OF 16.53 FEET;
THENCE N 42°52'28" W A DISTANCE OF 17.03 FEET;
THENCE N 64°04'37" W A DISTANCE OF 12.77 FEET;
THENCE N 24°31'27" E A DISTANCE OF 12.70 FEET;
THENCE N 62°20'10" W A DISTANCE OF 6.45 FEET;
THENCE N 62°20'10" W A DISTANCE OF 6.45 FEET;
THENCE N 79°37'47" W A DISTANCE OF 5.06 FEET;
THENCE N 48°11'26" W A DISTANCE OF 2.28 FEET;
THENCE N 61°02'32" W A DISTANCE OF 19.47 FEET;
THENCE N 60°43'42" W A DISTANCE OF 72.98 FEET;
THENCE N 60°43'42" W A DISTANCE OF 6.87 FEET;
THENCE N 30°42'59" E A DISTANCE OF 6.91 FEET;
THENCE N 61°12'31" W A DISTANCE OF 31.90 FEET;
THENCE N 57°35'18" W A DISTANCE OF 10.23 FEET;
THENCE N 66°06'41" W A DISTANCE OF 5.54 FEET;
THENCE N 28°45'29" E A DISTANCE OF 10.55 FEET;
THENCE N 36°15'22" W A DISTANCE OF 11.71 FEET;
THENCE N 26°46'14" W A DISTANCE OF 6.48 FEET;
THENCE N 48°33'26" W A DISTANCE OF 8.84 FEET;
THENCE N 61°36'14" W A DISTANCE OF 3.97 FEET;

THENCE N 89°48'19" W A DISTANCE OF 7.40 FEET;
THENCE S 17°28'54" W A DISTANCE OF 6.21 FEET;
THENCE S 34°20'28" W A DISTANCE OF 19.01 FEET;
THENCE N 63°38'40" W A DISTANCE OF 2.88 FEET;
THENCE N 64°46'38" W A DISTANCE OF 9.59 FEET;
THENCE N 10°39'08" E A DISTANCE OF 10.13 FEET;
THENCE N 06°29'13" W A DISTANCE OF 18.92 FEET;
THENCE N 71°49'42" W A DISTANCE OF 16.09 FEET;
THENCE S 88°02'49" W A DISTANCE OF 11.93 FEET;
THENCE S 88°02'49" W A DISTANCE OF 7.77 FEET;
THENCE S 20°47'54" W A DISTANCE OF 30.52 FEET;
THENCE N 77°43'51" W A DISTANCE OF 25.95 FEET;
THENCE S 22°29'59" W A DISTANCE OF 17.81 FEET;
THENCE S 17°01'12" W A DISTANCE OF 66.70 FEET;
THENCE S 06°51'42" W A DISTANCE OF 43.23 FEET;
THENCE S 05°14'43" E A DISTANCE OF 30.00 FEET;
THENCE S 05°14'43" E A DISTANCE OF 11.03 FEET;
THENCE S 10°27'01" E A DISTANCE OF 32.51 FEET;
THENCE S 01°25'29" E A DISTANCE OF 61.08 FEET;
THENCE S 10°28'00" W A DISTANCE OF 41.04 FEET;
THENCE S 10°28'00" W A DISTANCE OF 19.05 FEET;
THENCE S 06°57'18" W A DISTANCE OF 47.76 FEET;
THENCE S 00°39'27" E A DISTANCE OF 25.78 FEET;
THENCE S 00°30'37" W A DISTANCE OF 24.28 FEET;
THENCE S 00°11'37" W A DISTANCE OF 61.41 FEET;
THENCE S 07°51'57" E A DISTANCE OF 52.00 FEET;
THENCE S 15°12'44" E A DISTANCE OF 24.32 FEET;
THENCE S 07°30'13" W A DISTANCE OF 15.36 FEET;
THENCE S 22°56'08" W A DISTANCE OF 9.18 FEET;
THENCE S 70°58'04" W A DISTANCE OF 3.59 FEET;
THENCE S 66°59'01" W A DISTANCE OF 6.18 FEET;
THENCE N 54°42'10" W A DISTANCE OF 5.77 FEET;
THENCE N 13°58'43" W A DISTANCE OF 30.84 FEET;
THENCE N 05°51'41" W A DISTANCE OF 38.84 FEET;
THENCE N 12°09'13" W A DISTANCE OF 39.83 FEET;
THENCE N 09°12'38" W A DISTANCE OF 35.61 FEET;
THENCE N 04°31'48" W A DISTANCE OF 47.64 FEET;
THENCE N 23°19'39" W A DISTANCE OF 51.93 FEET;
THENCE N 18°24'40" W A DISTANCE OF 19.34 FEET;
THENCE N 26°36'10" W A DISTANCE OF 35.39 FEET;
THENCE N 28°33'12" W A DISTANCE OF 34.86 FEET;
THENCE N 30°03'39" W A DISTANCE OF 40.70 FEET;
THENCE N 41°35'08" W A DISTANCE OF 30.29 FEET;
THENCE N 21°56'36" W A DISTANCE OF 6.17 FEET;
THENCE N 35°58'46" W A DISTANCE OF 55.65 FEET;
THENCE N 33°32'22" W A DISTANCE OF 33.51 FEET;
THENCE N 57°44'07" W A DISTANCE OF 12.71 FEET;
THENCE N 61°04'06" W A DISTANCE OF 18.83 FEET;

THENCE S 82°44'38" W A DISTANCE OF 12.67 FEET;
THENCE N 78°46'52" W A DISTANCE OF 17.49 FEET;
THENCE N 29°26'34" W A DISTANCE OF 27.03 FEET;
THENCE N 02°13'20" E A DISTANCE OF 28.93 FEET;
THENCE N 03°08'48" E A DISTANCE OF 32.91 FEET;
THENCE N 09°14'42" E A DISTANCE OF 16.32 FEET;
THENCE N 05°58'13" E A DISTANCE OF 19.06 FEET;
THENCE N 00°41'07" W A DISTANCE OF 24.05 FEET;
THENCE N 11°29'30" W A DISTANCE OF 14.33 FEET;
THENCE N 21°33'58" W A DISTANCE OF 14.78 FEET;
THENCE N 31°29'21" W A DISTANCE OF 11.75 FEET;
THENCE N 29°11'40" W A DISTANCE OF 19.47 FEET;
THENCE S 60°33'34" W A DISTANCE OF 2.05 FEET;
THENCE S 12°25'13" E A DISTANCE OF 18.83 FEET;
THENCE S 35°36'31" W A DISTANCE OF 8.63 FEET;
THENCE S 69°47'38" W A DISTANCE OF 11.40 FEET;
THENCE N 80°10'49" W A DISTANCE OF 13.86 FEET;
THENCE N 49°47'47" W A DISTANCE OF 15.88 FEET;
THENCE S 12°49'41" W A DISTANCE OF 5.13 FEET;
THENCE S 12°49'41" W A DISTANCE OF 10.27 FEET;
THENCE S 17°42'05" W A DISTANCE OF 21.01 FEET;
THENCE S 13°31'34" W A DISTANCE OF 20.41 FEET;
THENCE S 12°52'14" W A DISTANCE OF 33.15 FEET;
THENCE S 07°49'30" W A DISTANCE OF 36.54 FEET;
THENCE S 19°55'38" W A DISTANCE OF 20.79 FEET;
THENCE S 07°33'23" E A DISTANCE OF 19.77 FEET;
THENCE S 11°07'46" E A DISTANCE OF 31.42 FEET;
THENCE S 13°50'46" E A DISTANCE OF 16.82 FEET;
THENCE S 23°50'53" E A DISTANCE OF 33.38 FEET;
THENCE S 33°10'35" E A DISTANCE OF 15.31 FEET;
THENCE S 21°43'19" E A DISTANCE OF 15.49 FEET;
THENCE S 23°33'50" E A DISTANCE OF 11.15 FEET;
THENCE S 01°10'40" E A DISTANCE OF 16.67 FEET;
THENCE S 17°10'29" W A DISTANCE OF 12.98 FEET;
THENCE S 07°49'39" E A DISTANCE OF 17.93 FEET;
THENCE S 14°10'47" W A DISTANCE OF 23.38 FEET;
THENCE S 43°59'37" W A DISTANCE OF 33.84 FEET;
THENCE S 57°09'20" W A DISTANCE OF 37.92 FEET;
THENCE S 36°01'44" W A DISTANCE OF 23.63 FEET;
THENCE S 71°28'54" W A DISTANCE OF 18.68 FEET;
THENCE S 71°28'54" W A DISTANCE OF 6.83 FEET;
THENCE S 61°55'53" W A DISTANCE OF 20.18 FEET;
THENCE S 25°14'41" W A DISTANCE OF 17.29 FEET;
THENCE S 53°17'16" W A DISTANCE OF 18.63 FEET;
THENCE S 39°14'34" W A DISTANCE OF 15.28 FEET;
THENCE S 66°35'53" W A DISTANCE OF 20.46 FEET;
THENCE S 86°23'33" W A DISTANCE OF 11.88 FEET;
THENCE S 69°09'59" W A DISTANCE OF 17.35 FEET;

THENCE N 47°44'39" W A DISTANCE OF 17.05 FEET;
THENCE S 38°52'55" W A DISTANCE OF 20.28 FEET;
THENCE N 67°57'45" W A DISTANCE OF 13.58 FEET;
THENCE N 07°51'04" E A DISTANCE OF 23.76 FEET;
THENCE N 20°03'47" W A DISTANCE OF 4.89 FEET;
THENCE S 88°54'43" W A DISTANCE OF 9.72 FEET;
THENCE N 67°24'39" W A DISTANCE OF 3.12 FEET;
THENCE N 04°30'43" E A DISTANCE OF 12.11 FEET;
THENCE N 36°36'09" W A DISTANCE OF 14.93 FEET;
THENCE N 32°30'24" W A DISTANCE OF 16.64 FEET;
THENCE N 19°31'24" W A DISTANCE OF 26.41 FEET;
THENCE N 64°00'56" W A DISTANCE OF 15.80 FEET;
THENCE N 33°59'55" W A DISTANCE OF 8.44 FEET;
THENCE N 06°23'26" W A DISTANCE OF 20.11 FEET;
THENCE N 09°16'23" W A DISTANCE OF 32.17 FEET;
THENCE N 27°22'58" W A DISTANCE OF 5.80 FEET;
THENCE N 87°50'19" W A DISTANCE OF 16.16 FEET;
THENCE N 47°05'24" W A DISTANCE OF 6.34 FEET;
THENCE N 10°34'43" E A DISTANCE OF 9.94 FEET;
THENCE N 32°14'10" W A DISTANCE OF 12.06 FEET;
THENCE N 05°31'37" E A DISTANCE OF 28.06 FEET;
THENCE N 10°17'59" E A DISTANCE OF 18.07 FEET;
THENCE N 11°48'26" W A DISTANCE OF 23.10 FEET;
THENCE N 43°57'50" W A DISTANCE OF 6.85 FEET;
THENCE N 06°08'07" E A DISTANCE OF 10.41 FEET;
THENCE N 06°35'07" W A DISTANCE OF 60.00 FEET TO A SET #4 REBAR;
THENCE N 36°11'07" W A DISTANCE OF 277.00 FEET TO A SET #4 REBAR;
THENCE N 28°49'07" W A DISTANCE OF 234.95 FEET TO A SET #4 REBAR;
THENCE S 03°12'07" E A DISTANCE OF 210.00 FEET TO A POINT;
THENCE S 21°48'07" E A DISTANCE OF 132.00 FEET TO A POINT;
THENCE S 06°46'53" W A DISTANCE OF 132.00 FEET TO A POINT;
THENCE N 37°51'07" W A DISTANCE OF 233.00 FEET TO A POINT;
THENCE LEAVING THE DUKE ENERGY PROJECT BOUNDARY, N 68°58'07" W A DISTANCE OF 66.40 FEET
TO A SET #4 REBAR;
THENCE N 74°47'59" E A DISTANCE OF 141.52 FEET TO A SET #4 REBAR;
THENCE N 15°12'01" W A DISTANCE OF 202.75 FEET TO A SET #4 REBAR;
THENCE N 82°03'47" W A DISTANCE OF 103.80 FEET TO A SET #4 REBAR;
THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 113.87 FEET, WITH A RADIUS OF 50.00
FEET, WITH A CHORD BEARING OF N 57°18'14" W, AND A CHORD LENGTH OF 90.81 FEET TO A POINT;
THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 14.00 FEET, WITH A RADIUS
OF 30.00 FEET, WITH A CHORD BEARING OF S 70°49'43" W, AND A CHORD LENGTH OF 13.88 FEET TO A
SET #4 REBAR;
THENCE N 06°37'46" E A DISTANCE OF 182.89 FEET TO A SET #4 REBAR;
THENCE N 43°44'14" W A DISTANCE OF 61.03 FEET TO A SET #4 REBAR;
THENCE N 13°10'33" W A DISTANCE OF 123.60 FEET TO A SET #4 REBAR;
THENCE N 49°23'34" W A DISTANCE OF 217.34 FEET TO A SET #4 REBAR;

THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 249.19 FEET, WITH A RADIUS OF 470.00 FEET, WITH A CHORD BEARING OF N 68°04'55" E, AND A CHORD LENGTH OF 246.29 FEET TO A POINT;

THENCE N 83°16'16" E A DISTANCE OF 77.22 FEET TO A SET #4 REBAR;

THENCE N 06°43'44" W A DISTANCE OF 60.00 FEET TO A SET #4 REBAR;

THENCE N 04°36'12" W A DISTANCE OF 242.85 FEET TO A SET #4 REBAR;

THENCE S 59°59'30" E A DISTANCE OF 57.51 FEET TO A SET #4 REBAR;

THENCE S 59°59'30" E A DISTANCE OF 9.98 FEET TO A SET #4 REBAR;

THENCE N 84°58'32" E A DISTANCE OF 194.34 FEET TO A SET #4 REBAR;

THENCE N 68°52'02" E A DISTANCE OF 179.37 FEET TO A SET #4 REBAR;

THENCE N 30°21'15" E A DISTANCE OF 566.31 FEET TO A SET #4 REBAR;

THENCE S 59°41'31" E A DISTANCE OF 3.91 FEET TO A SET #4 REBAR;

THENCE S 59°32'12" E A DISTANCE OF 155.13 FEET TO A SET #4 REBAR;

THENCE S 59°32'12" E A DISTANCE OF 578.43 FEET TO A SET #4 REBAR;

THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 263.03 FEET, WITH A RADIUS OF 220.00 FEET, WITH A CHORD BEARING OF N 86°12'42" E, AND A CHORD LENGTH OF 247.65 FEET TO A SET #4 REBAR;

THENCE N 51°57'36" E A DISTANCE OF 411.11 FEET TO A SET #4 REBAR;

THENCE N 51°57'36" E A DISTANCE OF 125.35 FEET TO A POINT;

THENCE N 46°47'09" E A DISTANCE OF 37.17 FEET TO A SET #4 REBAR;

THENCE N 46°47'09" E A DISTANCE OF 27.30 FEET TO A SET #4 REBAR;

THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 142.60 FEET, WITH A RADIUS OF 693.00 FEET, WITH A CHORD BEARING OF N 40°53'28" E, AND A CHORD LENGTH OF 142.35 FEET TO A SET #4 REBAR;

THENCE N 33°22'00" E A DISTANCE OF 48.38 FEET TO AN EXISTING CONCRETE MONUMENT WHICH IS THE POINT OF BEGINNING, AND CONTAINING 174.7 ACRES MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Lying and being situate in Gaston County, North Carolina and York County, South Carolina, and being more particularly described as follows:

Beginning at a point whose Northing is 524230.80 and whose Easting is 1386199.64, said point being in the right of way of New Hope Road (N.C. Hwy 279) and being located N 09-1 1-45 E 7682.06 feet from N.C.G.S. "Wylie" thence bearing S 33-42-51 E a distance of 100.91 feet; thence bearing S 33-42-51 E a distance of 794.16 feet; thence along a curve to the RIGHT, having a radius of 1471.70 feet, and whose long chord bears S 27-3 1-7 E a distance of 317.32 feet; thence bearing S 21-21-20 E a distance of 551.03 feet; thence along a curve to the RIGHT, having a radius of 1714.07 feet, and whose long chord bears S 15-41-6 E a distance of 337.85 feet; thence bearing S 10-0-10 E a distance of 546.79 feet; thence bearing S 9-45-2 E a distance of 48.56 feet; thence bearing S 11-13-24 E a distance of 53.44 feet; thence bearing S 12-12-16 E a distance of 45.22 feet; thence bearing S 14-20-31 E a distance of 103.81 feet; thence bearing S 15-23-4 E a distance of 191.89 feet; thence bearing S 15-23-41 E a distance of 247.61 feet; thence bearing S 15-48-58 E a distance of 203.35 feet; thence bearing S 15-45-1 E a distance of 33.46 feet; thence bearing S 15-45-1 E a distance of 12.04 feet; thence bearing S 15-39-47 E a distance of 40.83 feet; thence bearing S 75-1-1 W a distance of 133.56 feet; thence bearing N 83-47-26 W a distance of 521.95 feet; thence bearing S 64-47-38 W a distance of 259.04 feet; thence bearing S 78-30-29 W a distance of 548.96 feet; thence bearing S 52-2-4 W a distance of 155.49 feet; thence bearing S 4-25-11 W a distance of 496.60 feet; thence bearing S 32-15-25 W a distance of 650.72 feet; thence bearing S 27-33-27 W a distance of 779.72 feet; thence bearing S 10-38-41 E a distance of 291.54 feet; thence bearing S 42-13-6 E a distance of 250.39 feet; thence bearing N 64-59-5 E a distance of 417.09 feet; thence bearing N 71-17-20 E a distance of 427.09 feet; thence along a curve to the RIGHT, having a radius of 300.00 feet, and whose long chord bears S 88-43-2 E a distance of 205.15 feet; thence bearing S 35-9-59 E a distance of 165.84 feet; thence bearing S 54-47-51 W a distance of 147.82 feet; thence bearing S 54-46-18 W a distance of 50.93 feet; thence bearing S 54-32-21 W a distance of 51.15 feet; thence bearing S 54-52-39 W a distance of 11.28 feet; thence bearing S 84-27-48 W a distance of 9.09 feet; thence bearing N 53-48-10 W a distance of 10.05 feet; thence bearing N 60-41-41 W a distance of 5.99 feet; thence bearing S 15-6-29 E a distance of 5.46 feet; thence bearing N 40-51-1 W a distance of 8.27 feet; thence bearing N 44-36-25 W a distance of 5.74 feet; thence bearing S 85-48-54 W a distance of 10.89 feet; thence bearing S 47-7-32 W a distance of 7.19 feet; thence bearing N 83-41-54 W a distance of 7.56 feet; thence bearing S 73-39-19 W a distance of 7.73 feet; thence bearing S 68-27-30 W a distance of 29.16 feet; thence bearing S 77-20-57 W a distance of 11.31 feet; thence bearing N 85-42-29 E a distance of 16.69 feet; thence bearing N 86-44-47 E a distance of 16.00 feet; thence bearing S 76-16-10 E a distance of 7.48 feet; thence bearing S 59-0-33 E a distance of 6.54 feet; thence bearing N 86-2-52 E a distance of 8.10 feet; thence bearing S 28-5-57 E a distance of 8.67 feet; thence bearing S 10-13-48 W a distance of 14.15 feet; thence bearing S 71-33-56 W a distance of 28.15 feet; thence bearing S 57-39-38 W a distance of 9.70 feet; thence bearing N 89-39-44 W a distance of 6.73 feet; thence bearing N 82-6-31 W a distance of 3.13 feet; thence bearing S 6-47-28 W a distance of 19.20 feet; thence bearing S 35-17-16 W a distance of 21.07 feet; thence bearing S 52-7-7 W a distance of 9.12 feet; thence bearing S 67-14-13 W a distance of 9.52 feet; thence bearing N 84-23-22 W a distance of 17.80 feet; thence bearing S 79-29-35 W a distance of 23.20 feet; thence bearing S 66-2-39 W a distance of 14.59 feet; thence bearing S 43-31-36 W a distance of 17.29 feet; thence bearing S 10-47-38 W a distance of 30.43 feet; thence bearing S 0-16-9 W a distance of 8.47 feet; thence bearing S 11-35-49 W a distance of 12.70 feet; thence bearing S 12-9-22 W a distance of 18.67 feet; thence bearing S 46-35-21 W a distance of 14.27 feet; thence bearing S 71-50-32 W a distance of 18.00 feet; thence bearing S 58-58-39 W a distance of 11.62 feet; thence bearing S 68-18-31 W a distance of 15.93 feet; thence bearing S 75-12-58 W a distance of 21.10 feet; thence bearing N 87-43-26 W a distance of 26.04 feet; thence bearing S 41-

29-5 W a distance of 9.50 feet; thence bearing S 4-17-55 E a distance of 6.44 feet; thence bearing S 27-50-21 E a distance of 11.08 feet; thence bearing S 53-8-49 W a distance of 3.31 feet; thence bearing N 51-23-45 W a distance of 13.55 feet; thence bearing N 35-39-28 W a distance of 17.51 feet; thence bearing S 79-53-8 W a distance of 10.00 feet; thence bearing N 76-4-25 W a distance of 21.64 feet; thence bearing S 68-29-52 W a distance of 7.59 feet; thence bearing S 83-0-52 W a distance of 21.83 feet; thence bearing S 65-30-43 W a distance of 9.52 feet; thence bearing N 71-56-23 W a distance of 12.09 feet; thence bearing S 80-2-0 W a distance of 8.61 feet; thence bearing S 62-19-4 W a distance of 7.92 feet; thence bearing S 45-11-50 W a distance of 11.83 feet; thence bearing N 86-43-32 W a distance of 2.82 feet; thence bearing S 53-29-0 W a distance of 12.69 feet; thence bearing S 35-37-12 W a distance of 21.74 feet; thence bearing S 19-41-17 W a distance of 8.21 feet; thence bearing S 15-59-42 W a distance of 28.47 feet; thence bearing S 20-55-29 W a distance of 30.99 feet; thence bearing S 64-43-7 W a distance of 23.51 feet; thence bearing N 88-48-49 W a distance of 17.31 feet; thence bearing N 75-0-17 W a distance of 13.20 feet; thence bearing S 79-27-57 W a distance of 5.95 feet; thence bearing S 41-15-8 W a distance of 10.12 feet; thence bearing S 23-50-0 W a distance of 31.42 feet; thence bearing S 2-40-58 W a distance of 3.75 feet; thence bearing S 23-12-27 W a distance of 2.16 feet; thence bearing S 37-18-53 E a distance of 11.21 feet; thence bearing S 16-26-30 E a distance of 15.83 feet; thence bearing N 53-0-18 W a distance of 9.81 feet; thence bearing N 53-11-26 W a distance of 10.48 feet; thence bearing N 68-32-31 W a distance of 7.05 feet; thence bearing N 57-53-23 W a distance of 11.15 feet; thence bearing S 60-51-50 W a distance of 4.75 feet; thence bearing S 69-4-53 W a distance of 6.73 feet; thence bearing S 30-54-51 W a distance of 5.20 feet; thence bearing S 30-1-40 W a distance of 11.72 feet; thence bearing S 39-19-5 W a distance of 6.78 feet; thence bearing S 65-24-53 W a distance of 3.94 feet; thence bearing S 73-37-30 W a distance of 17.18 feet; thence bearing S 59-28-27 W a distance of 12.65 feet; thence bearing S 69-56-0 W a distance of 7.62 feet; thence bearing S 20-15-5 W a distance of 13.07 feet; thence bearing S 7-33-9 E a distance of 1.60 feet; thence bearing S 3-32-31 W a distance of 6.05 feet; thence bearing S 37-8-4 W a distance of 7.44 feet; thence bearing S 9-58-55 W a distance of 0.94 feet; thence bearing S 24-22-51 E a distance of 13.23 feet; thence bearing S 34-3-33 W a distance of 1.80 feet; thence bearing S 6-2-41 E a distance of 16.70 feet; thence bearing N 82-56-56 W a distance of 3.24 feet; thence bearing S 72-37-54 W a distance of 16.00 feet; thence bearing S 34-24-47 W a distance of 7.11 feet; thence bearing S 29-13-27 W a distance of 5.56 feet; thence bearing N 47-39-28 W a distance of 4.60 feet; thence bearing S 59-7-4 W a distance of 16.20 feet; thence bearing S 33-59-54 W a distance of 3.28 feet; thence bearing S 49-14-5 W a distance of 9.84 feet; thence bearing S 40-47-57 W a distance of 4.35 feet; thence bearing S 75-59-3 W a distance of 6.39 feet; thence bearing S 72-53-27 W a distance of 11.19 feet; thence bearing S 48-13-37 W a distance of 18.25 feet; thence bearing S 9-41-35 E a distance of 11.19 feet; thence bearing S 42-13-38 W a distance of 18.32 feet; thence bearing S 32-41-58 W a distance of 11.67 feet; thence bearing S 55-57-25 W a distance of 0.96 feet; thence bearing S 82-53-22 W a distance of 3.48 feet; thence bearing S 86-45-4 W a distance of 27.18 feet; thence bearing N 87-40-30 W a distance of 9.89 feet; thence bearing S 62-33-39 W a distance of 19.60 feet; thence bearing S 76-8-30 W a distance of 6.45 feet; thence bearing S 77-12-38 W a distance of 20.36 feet; thence bearing N 49-52-3 W a distance of 7.49 feet; thence bearing N 89-29-26 W a distance of 9.57 feet; thence bearing N 82-27-48 W a distance of 18.62 feet; thence bearing S 88-0-36 W a distance of 22.65 feet; thence bearing S 78-36-28 W a distance of 19.69 feet; thence bearing S 75-15-42 W a distance of 12.73 feet; thence bearing N 81-27-21 W a distance of 14.74 feet; thence bearing S 76-42-39 W a distance of 14.40 feet; thence bearing S 54-6-19 W a distance of 6.15 feet; thence bearing S 48-19-37 W a distance of 15.43 feet; thence bearing S 45-55-46 W a distance of 3.00 feet; thence bearing N 49-18-32 W a distance of 8.69 feet; thence bearing N 76-56-46 W a distance of 10.55 feet; thence bearing N 88-18-5 W a distance of 20.83 feet; thence bearing N 76-20-8 W a distance of 10.21 feet; thence bearing N 89-45-12 W a distance of 15.76 feet; thence bearing S 83-47-12 W a distance of 27.28 feet; thence bearing N 70-13-54 W a distance of 19.40 feet; thence bearing N 89-53-47 W a distance of 13.63 feet; thence bearing N 67-44-59 W a distance of 7.68 feet; thence bearing N 86-44-2 W a distance of 33.74 feet; thence bearing N 74-48-53 W a distance of 10.35 feet; thence bearing S 45-57-11 W a distance of 7.20 feet; thence bearing S 82-10-21 W a distance of 10.23 feet; thence

bearing N 85-57-22 W a distance of 33.30 feet; thence bearing S 77-39-54 W a distance of 38.44 feet; thence bearing S 79-37-26 W a distance of 20.46 feet; thence bearing S 72-30-29 W a distance of 15.60 feet; thence bearing S 72-58-13 W a distance of 13.77 feet; thence bearing N 65-33-5 W a distance of 7.87 feet; thence bearing S 87-40-26 W a distance of 13.71 feet; thence bearing S 52-11-42 W a distance of 11.25 feet; thence bearing S 73-49-11 W a distance of 36.49 feet; thence bearing S 73-5-9 W a distance of 22.56 feet; thence bearing S 67-22-14 W a distance of 11.51 feet; thence bearing S 80-38-35 W a distance of 20.66 feet; thence bearing N 82-34-5 W a distance of 8.91 feet; thence bearing S 66-57-28 W a distance of 21.45 feet; thence bearing S 81-52-12 W a distance of 13.77 feet; thence bearing S 51-25-57 W a distance of 19.40 feet; thence bearing S 17-31-32 W a distance of 15.06 feet; thence bearing S 24-33-6 W a distance of 9.58 feet; thence bearing S 28-7-12 E a distance of 5.31 feet; thence bearing S 23-12-37 W a distance of 14.27 feet; thence bearing S 14-31-50 E a distance of 4.92 feet; thence bearing S 24-37-7 W a distance of 32.28 feet; thence bearing S 11-47-59 W a distance of 17.08 feet; thence bearing S 25-11-44 W a distance of 11.51 feet; thence bearing S 70-27-19 E a distance of 2.58 feet; thence bearing S 42-36-17 W a distance of 10.93 feet; thence bearing S 7-28-36 W a distance of 14.86 feet; thence bearing S 3-29-53 E a distance of 10.02 feet; thence bearing S 16-24-7 W a distance of 11.48 feet; thence bearing S 44-28-8 W a distance of 10.58 feet; thence bearing S 19-55-1 W a distance of 10.46 feet; thence bearing S 25-5-8 W a distance of 8.26 feet; thence bearing N 76-31-6 W a distance of 19.78 feet; thence bearing N 87-9-6 W a distance of 12.27 feet; thence bearing S 58-39-54 W a distance of 6.88 feet; thence bearing S 61-37-46 W a distance of 28.39 feet; thence bearing N 81-43-55 W a distance of 5.44 feet; thence bearing S 72-38-2 W a distance of 21.86 feet; thence bearing S 13-27-33 W a distance of 6.11 feet; thence bearing S 71-12-47 W a distance of 21.53 feet; thence bearing S 54-27-6 W a distance of 23.41 feet; thence bearing S 15-25-10 E a distance of 10.36 feet; thence bearing S 18-12-24 W a distance of 7.21 feet; thence bearing S 61-49-42 E a distance of 7.76 feet; thence bearing S 3-54-11 W a distance of 19.37 feet; thence bearing S 19-47-35 E a distance of 16.41 feet; thence bearing S 34-47-8 W a distance of 11.05 feet; thence bearing S 6-18-58 E a distance of 9.75 feet; thence bearing S 78-0-4 E a distance of 7.95 feet; thence bearing S 1-20-14 E a distance of 46.19 feet; thence bearing S 33-11-10 E a distance of 15.22 feet; thence bearing S 19-32-18 E a distance of 38.37 feet; thence bearing S 37-7-28 E a distance of 21.51 feet; thence bearing S 15-23-7 E a distance of 24.79 feet; thence bearing S 41-51-0 E a distance of 13.25 feet; thence bearing S 27-21-55 E a distance of 19.16 feet; thence bearing N 89-34-29 E a distance of 9.66 feet; thence bearing S 21-21-55 E a distance of 6.01 feet; thence bearing N 59-36-38 E a distance of 8.70 feet; thence bearing S 74-21-36 E a distance of 6.11 feet; thence bearing S 1-59-55 W a distance of 7.91 feet; thence bearing N 59-50-58 E a distance of 8.90 feet; thence bearing S 75-55-30 E a distance of 22.82 feet; thence bearing N 77-13-35 E a distance of 10.16 feet; thence bearing S 33-37-31 E a distance of 5.00 feet; thence bearing S 86-20-48 E a distance of 1.67 feet; thence bearing N 43-1-6 E a distance of 1.71 feet; thence bearing N 29-12-30 E a distance of 13.15 feet; thence bearing S 72-49-40 E a distance of 8.85 feet; thence bearing N 24-58-37 E a distance of 13.98 feet; thence bearing N 63-21-56 E a distance of 18.24 feet; thence bearing N 61-48-6 E a distance of 8.68 feet; thence bearing N 60-36-51 E a distance of 21.12 feet; thence bearing N 62-24-55 E a distance of 23.76 feet; thence bearing N 60-14-49 E a distance of 20.87 feet; thence bearing N 75-53-1 E a distance of 9.27 feet; thence bearing S 12-58-9 E a distance of 21.07 feet; thence bearing S 37-24-46 W a distance of 4.18 feet; thence bearing S 24-32-4 E a distance of 5.22 feet; thence bearing S 4-40-27 W a distance of 12.83 feet; thence bearing S 55-45-18 E a distance of 10.07 feet; thence bearing S 37-38-43 E a distance of 31.25 feet; thence bearing S 48-51-15 E a distance of 10.18 feet; thence bearing S 69-0-58 E a distance of 5.39 feet; thence bearing S 61-48-23 E a distance of 9.32 feet; thence bearing S 58-8-21 E a distance of 10.99 feet; thence bearing S 74-4-12 E a distance of 14.72 feet; thence bearing S 77-36-25 E a distance of 4.34 feet; thence bearing N 83-36-45 E a distance of 13.56 feet; thence bearing N 89-5-5 E a distance of 9.08 feet; thence bearing N 78-29-57 E a distance of 4.87 feet; thence bearing N 70-36-56 E a distance of 22.16 feet; thence bearing N 64-20-15 E a distance of 4.25 feet; thence bearing N 74-32-38 E a distance of 7.65 feet; thence bearing S 62-40-23 E a distance of 2.68 feet; thence bearing S 9-49-51 W a distance of 9.72 feet; thence bearing S 0-10-26 W a distance of 14.16 feet; thence bearing S 15-7-57 E a distance of 0.39 feet; thence bearing S 31-39-33 W a distance of 20.19 feet; thence bearing S 25-23-

12 W a distance of 14.82 feet; thence bearing S 0-15-6 E a distance of 13.18 feet; thence bearing S 6-22-33 W a distance of 20.99 feet; thence bearing S 17-1-20 E a distance of 7.85 feet; thence bearing S 21-17-41 E a distance of 4.92 feet; thence bearing S 87-8-22 E a distance of 5.44 feet; thence bearing S 20-7-29 E a distance of 7.91 feet; thence bearing S 59-49-53 E a distance of 5.28 feet; thence bearing S 14-35-44 E a distance of 27.28 feet; thence bearing S 22-21-47 E a distance of 12.17 feet; thence bearing S 17-13-57 E a distance of 22.24 feet; thence bearing S 9-28-39 W a distance of 21.12 feet; thence bearing S 72-12-26 W a distance of 13.90 feet; thence bearing S 60-10-25 W a distance of 14.37 feet; thence bearing S 56-13-4 W a distance of 14.71 feet; thence bearing N 85-57-5 W a distance of 21.81 feet; thence bearing S 43-31-51 W a distance of 20.04 feet; thence bearing S 41-29-51 W a distance of 17.43 feet; thence bearing S 11-50-16 E a distance of 10.37 feet; thence bearing S 23-27-52 W a distance of 25.24 feet; thence bearing S 15-28-7 W a distance of 5.01 feet; thence bearing S 19-3-39 E a distance of 10.36 feet; thence bearing S 0-7-32 E a distance of 13.96 feet; thence bearing S 14-25-9 E a distance of 18.39 feet; thence bearing S 26-32-30 E a distance of 13.87 feet; thence bearing S 10-14-12 E a distance of 16.23 feet; thence bearing S 8-36-36 W a distance of 24.75 feet; thence bearing S 20-55-3 W a distance of 28.12 feet; thence bearing S 35-5-51 W a distance of 27.31 feet; thence bearing S 89-47-15 W a distance of 8.91 feet; thence bearing S 17-22-5 W a distance of 15.49 feet; thence bearing S 34-38-51 W a distance of 23.76 feet; thence bearing S 60-21-13 W a distance of 6.51 feet; thence bearing S 22-53-56 W a distance of 15.17 feet; thence bearing S 32-47-42 W a distance of 25.05 feet; thence bearing S 21-21-35 W a distance of 16.54 feet; thence bearing S 28-16-41 W a distance of 21.09 feet; thence bearing S 20-25-48 W a distance of 9.13 feet; thence bearing S 22-57-59 W a distance of 5.86 feet; thence bearing S 39-17-35 W a distance of 3.87 feet; thence bearing S 7-20-24 E a distance of 13.99 feet; thence bearing S 23-52-39 W a distance of 16.56 feet; thence bearing S 42-23-29 W a distance of 6.76 feet; thence bearing S 75-5-39 W a distance of 7.64 feet; thence bearing S 14-0-4 W a distance of 6.19 feet; thence bearing S 31-35-26 W a distance of 6.43 feet; thence bearing S 52-27-57 W a distance of 12.79 feet; thence bearing S 0-12-54 W a distance of 14.14 feet; thence bearing S 23-11-18 E a distance of 9.41 feet; thence bearing S 39-25-18 E a distance of 48.78 feet; thence bearing S 66-53-54 E a distance of 1.86 feet; thence bearing S 66-53-54 E a distance of 39.71 feet; thence bearing S 58-11-30 E a distance of 5.81 feet; thence bearing N 32-15-2 E a distance of 20.27 feet; thence along a curve to the RIGHT, having a radius of 1672.02 feet, and whose long chord bears N 36-25-55 E a distance of 243.82 feet; thence along a curve to the RIGHT, having a radius of 1672.02 feet, and whose long chord bears N 47-15-25 E a distance of 386.89 feet; thence bearing N 53-54-6 E a distance of 245.90 feet; thence bearing S 35-32-2 E a distance of 4.99 feet; thence bearing S 53-53-44 W a distance of 135.91 feet; thence along a curve to the LEFT, having a radius of 550.00 feet, and whose long chord bears S 38-57-11 W a distance of 285.31 feet; thence along a curve to the LEFT, having a radius of 1602.02 feet, and whose long chord bears S 40-6-25 W a distance of 437.96 feet; thence bearing S 32-15-2 W a distance of 18.10 feet; thence bearing S 60-55-3 E a distance of 17.25 feet; thence bearing S 53-44-23 E a distance of 4.80 feet; thence bearing S 53-44-23 E a distance of 43.22 feet; thence bearing S 45-56-10 E a distance of 16.74 feet; thence bearing S 26-47-15 E a distance of 9.66 feet; thence bearing S 20-22-18 W a distance of 39.63 feet; thence bearing S 44-28-55 E a distance of 20.34 feet; thence bearing S 79-13-38 E a distance of 24.05 feet; thence bearing N 35-10-32 E a distance of 56.31 feet; thence bearing N 35-14-38 E a distance of 51.52 feet; thence bearing N 45-44-4 E a distance of 56.86 feet; thence bearing N 52-42-43 E a distance of 42.39 feet; thence bearing S 58-25-53 E a distance of 64.14 feet; thence bearing S 61-21-15 E a distance of 52.24 feet; thence bearing S 63-37-29 E a distance of 62.26 feet; thence bearing N 81-59-50 E a distance of 23.69 feet; thence bearing S 78-13-51 E a distance of 17.79 feet; thence bearing N 71-16-21 E a distance of 33.48 feet; thence bearing N 73-3-13 E a distance of 70.87 feet; thence bearing N 87-39-25 E a distance of 44.11 feet; thence bearing S 76-12-24 E a distance of 51.94 feet; thence bearing S 76-49-58 E a distance of 17.89 feet; thence bearing N 88-2-59 E a distance of 47.73 feet; thence bearing N 83-21-18 E a distance of 56.04 feet; thence bearing S 53-46-44 E a distance of 23.98 feet; thence bearing S 22-22-20 E a distance of 9.87 feet; thence bearing S 45-53-27 E a distance of 17.02 feet; thence bearing S 6-32-36 E a distance of 15.07 feet; thence bearing S 43-41-50 W a distance of 16.36 feet; thence bearing S 62-53-12 W a distance of 24.03 feet; thence bearing S 75-10-

17 W a distance of 35.70 feet; thence bearing N 75-2-44 W a distance of 23.66 feet; thence bearing N 86-19-13 W a distance of 30.03 feet; thence bearing S 63-50-33 W a distance of 40.27 feet; thence bearing S 57-58-39 W a distance of 66.56 feet; thence bearing S 58-33-36 W a distance of 53.02 feet; thence bearing S 63-33-49 W a distance of 70.64 feet; thence bearing S 50-41-12 W a distance of 26.34 feet; thence bearing S 42-58-45 W a distance of 11.81 feet; thence bearing S 25-5-5 W a distance of 22.58 feet; thence bearing S 34-53-50 W a distance of 7.87 feet; thence bearing S 45-7-54 E a distance of 7.43 feet; thence bearing S 1-32-16 W a distance of 5.44 feet; thence bearing S 6-52-39 E a distance of 30.50 feet; thence bearing S 8-2-32 E a distance of 8.26 feet; thence bearing S 47-13-59 W a distance of 9.91 feet; thence bearing S 54-51-58 W a distance of 11.93 feet; thence bearing S 1-57-4 W a distance of 15.34 feet; thence bearing S 43-1-22 E a distance of 14.25 feet; thence bearing S 19-53-35 E a distance of 13.93 feet; thence bearing S 74-49-23 E a distance of 2.65 feet; thence bearing S 25-21-50 E a distance of 7.78 feet; thence bearing S 30-32-47 W a distance of 5.07 feet; thence bearing S 0-21-30 W a distance of 19.00 feet; thence bearing S 27-36-22 E a distance of 19.53 feet; thence bearing S 15-17-25 E a distance of 14.03 feet; thence bearing S 39-11-10 E a distance of 13.80 feet; thence bearing S 12-33-34 E a distance of 29.12 feet; thence bearing S 36-20-34 E a distance of 23.75 feet; thence bearing S 45-38-48 E a distance of 24.26 feet; thence bearing S 71-40-1 E a distance of 16.37 feet; thence bearing S 58-49-0 E a distance of 21.23 feet; thence bearing S 48-12-13 E a distance of 20.28 feet; thence bearing S 39-36-13 E a distance of 9.42 feet; thence bearing S 37-37-20 E a distance of 42.40 feet; thence bearing S 36-38-51 E a distance of 28.00 feet; thence bearing S 31-42-29 E a distance of 63.44 feet; thence bearing S 70-55-3 E a distance of 8.87 feet; thence bearing S 28-33-9 E a distance of 13.92 feet; thence bearing S 46-50-17 E a distance of 14.69 feet; thence bearing S 71-15-30 E a distance of 12.10 feet; thence bearing S 59-2-54 E a distance of 8.01 feet; thence bearing S 78-57-14 E a distance of 22.86 feet; thence bearing S 73-41-16 E a distance of 12.53 feet; thence bearing S 79-33-27 E a distance of 29.54 feet; thence bearing N 88-42-21 E a distance of 29.77 feet; thence bearing S 87-2-34 E a distance of 27.88 feet; thence bearing S 69-22-6 E a distance of 33.41 feet; thence bearing S 58-48-6 E a distance of 24.81 feet; thence bearing S 83-28-21 E a distance of 20.26 feet; thence bearing N 80-40-53 E a distance of 30.57 feet; thence bearing N 61-43-37 E a distance of 21.23 feet; thence bearing N 70-42-49 E a distance of 12.40 feet; thence bearing N 59-14-3 E a distance of 40.99 feet; thence bearing N 48-13-28 E a distance of 25.59 feet; thence bearing N 80-16-30 E a distance of 1.48 feet; thence bearing N 52-1-6 E a distance of 18.79 feet; thence bearing N 78-24-34 E a distance of 17.05 feet; thence bearing N 69-4-21 E a distance of 16.81 feet; thence bearing N 77-20-10 E a distance of 17.97 feet; thence bearing N 45-34-8 E a distance of 27.68 feet; thence bearing N 63-47-21 E a distance of 33.18 feet; thence bearing S 71-7-49 E a distance of 11.18 feet; thence bearing S 59-28-39 E a distance of 13.92 feet; thence bearing S 24-33-45 E a distance of 12.22 feet; thence bearing S 26-18-41 E a distance of 16.14 feet; thence bearing S 11-13-24 E a distance of 26.49 feet; thence bearing S 3-32-28 W a distance of 25.99 feet; thence bearing S 26-47-8 E a distance of 13.96 feet; thence bearing N 85-43-55 E a distance of 12.22 feet; thence bearing S 27-43-56 E a distance of 8.75 feet; thence bearing S 14-20-20 E a distance of 21.12 feet; thence bearing S 29-49-31 E a distance of 10.78 feet; thence bearing S 24-9-42 E a distance of 21.02 feet; thence bearing S 37-33-25 W a distance of 22.12 feet; thence bearing S 54-4-0 W a distance of 23.87 feet; thence bearing S 45-41-1 W a distance of 29.85 feet; thence bearing S 37-57-23 W a distance of 56.26 feet; thence bearing S 32-46-37 W a distance of 31.64 feet; thence bearing S 25-25-33 W a distance of 32.21 feet; thence bearing S 11-20-34 W a distance of 31.10 feet; thence bearing S 10-14-59 E a distance of 13.50 feet; thence bearing S 29-16-33 E a distance of 21.34 feet; thence bearing S 8-0-37 W a distance of 13.41 feet; thence bearing S 20-19-4 E a distance of 11.38 feet; thence bearing S 19-20-10 W a distance of 7.11 feet; thence bearing S 17-45-28 E a distance of 21.02 feet; thence bearing S 14-29-37 E a distance of 26.80 feet; thence bearing S 35-20-56 E a distance of 22.86 feet; thence bearing S 41-54-41 E a distance of 32.02 feet; thence bearing S 43-8-57 E a distance of 33.33 feet; thence bearing S 61-47-22 E a distance of 19.90 feet; thence bearing S 53-57-31 E a distance of 33.30 feet; thence bearing S 67-40-41 E a distance of 49.52 feet; thence bearing S 74-39-20 E a distance of 43.52 feet; thence bearing S 70-59-12 E a distance of 21.75 feet; thence bearing S 89-22-15 E a distance of 27.87 feet; thence bearing S 88-52-40 E a distance of 31.77 feet; thence bearing N 79-36-24 E a distance of

25.80 feet; thence bearing S 85-26-56 E a distance of 30.14 feet; thence bearing S 70-12-16 E a distance of 6.71 feet; thence bearing S 71-22-36 E a distance of 37.79 feet; thence bearing N 83-6-7 E a distance of 12.64 feet; thence bearing N 82-44-33 E a distance of 19.13 feet; thence bearing N 45-28-54 E a distance of 17.13 feet; thence bearing S 86-59-47 E a distance of 27.59 feet; thence bearing N 73-29-30 E a distance of 23.78 feet; thence bearing N 78-6-39 E a distance of 19.77 feet; thence bearing N 83-35-27 E a distance of 28.50 feet; thence bearing N 71-0-35 E a distance of 20.47 feet; thence bearing N 46-28-11 E a distance of 19.75 feet; thence bearing N 48-58-35 E a distance of 16.80 feet; thence bearing N 62-54-57 E a distance of 11.14 feet; thence bearing S 70-5-51 E a distance of 3.55 feet; thence bearing S 16-42-41 W a distance of 15.68 feet; thence bearing S 24-34-19 W a distance of 4.89 feet; thence bearing S 35-30-12 W a distance of 8.16 feet; thence bearing N 65-37-2 W a distance of 3.38 feet; thence bearing N 86-54-12 W a distance of 2.16 feet; thence bearing S 71-52-56 W a distance of 3.78 feet; thence bearing S 36-51-3 W a distance of 9.96 feet; thence bearing S 30-1-59 W a distance of 12.32 feet; thence bearing S 6-46-28 W a distance of 20.39 feet; thence bearing S 8-31-5 W a distance of 22.85 feet; thence bearing S 7-49-17 W a distance of 13.60 feet; thence bearing S 40-37-6 W a distance of 5.53 feet; thence bearing S 23-31-35 W a distance of 8.13 feet; thence bearing S 26-35-19 W a distance of 19.27 feet; thence bearing S 20-12-8 W a distance of 15.84 feet; thence bearing S 7-23-32 W a distance of 3.66 feet; thence bearing S 36-42-39 E a distance of 3.56 feet; thence bearing S 65-10-24 E a distance of 13.64 feet; thence bearing N 78-28-36 E a distance of 8.62 feet; thence bearing S 44-46-2 E a distance of 15.21 feet; thence bearing S 62-29-1 E a distance of 26.91 feet; thence bearing S 79-33-18 E a distance of 9.77 feet; thence bearing S 40-17-5 E a distance of 15.63 feet; thence bearing S 61-7-39 E a distance of 10.74 feet; thence bearing N 44-30-5 E a distance of 11.94 feet; thence bearing S 71-12-50 E a distance of 12.43 feet; thence bearing N 50-8-2 E a distance of 7.92 feet; thence bearing N 34-43-44 E a distance of 4.01 feet; thence bearing S 82-48-4 E a distance of 9.55 feet; thence bearing N 60-5-4 E a distance of 12.12 feet; thence bearing N 43-53-51 E a distance of 20.11 feet; thence bearing N 57-31-16 E a distance of 8.77 feet; thence bearing N 20-0-32 E a distance of 19.09 feet; thence bearing N 48-12-27 E a distance of 23.09 feet; thence bearing N 43-39-2 E a distance of 16.04 feet; thence bearing N 36-6-23 E a distance of 18.30 feet; thence bearing N 39-46-18 E a distance of 25.99 feet; thence bearing N 71-25-53 E a distance of 14.36 feet; thence bearing N 71-53-10 E a distance of 24.88 feet; thence bearing S 22-57-49 W a distance of 9.82 feet; thence bearing S 29-55-45 E a distance of 2.37 feet; thence bearing S 38-39-2 E a distance of 3.00 feet; thence bearing S 14-2-20 E a distance of 6.66 feet; thence bearing S 0-3-29 E a distance of 20.14 feet; thence bearing S 5-32-4 W a distance of 20.61 feet; thence bearing S 5-27-22 W a distance of 24.48 feet; thence bearing S 17-28-6 W a distance of 22.48 feet; thence bearing S 17-45-30 E a distance of 25.20 feet; thence bearing S 3-21-52 E a distance of 27.43 feet; thence bearing S 1-17-38 E a distance of 14.28 feet; thence bearing S 25-28-34 E a distance of 9.90 feet; thence bearing S 35-29-5 E a distance of 20.23 feet; thence bearing S 82-13-10 E a distance of 12.44 feet; thence bearing S 71-12-59 E a distance of 14.87 feet; thence bearing N 84-11-21 E a distance of 18.05 feet; thence bearing N 80-21-28 E a distance of 12.08 feet; thence bearing N 61-10-31 E a distance of 28.59 feet; thence bearing N 45-58-57 E a distance of 20.40 feet; thence bearing N 74-19-11 E a distance of 20.76 feet; thence bearing N 85-43-13 E a distance of 20.27 feet; thence bearing N 83-52-44 E a distance of 20.37 feet; thence bearing S 83-18-52 E a distance of 17.02 feet; thence bearing N 85-15-25 E a distance of 14.83 feet; thence bearing S 83-19-56 E a distance of 10.91 feet; thence bearing S 82-33-5 E a distance of 10.47 feet; thence bearing S 74-46-34 E a distance of 20.80 feet; thence bearing S 70-3-57 E a distance of 32.16 feet; thence bearing S 75-38-19 E a distance of 24.08 feet; thence bearing S 68-44-2 E a distance of 15.52 feet; thence bearing N 88-56-42 E a distance of 9.58 feet; thence bearing N 63-59-10 E a distance of 12.96 feet; thence bearing N 67-37-37 E a distance of 18.65 feet; thence bearing N 85-13-35 E a distance of 11.16 feet; thence bearing N 73-54-9 E a distance of 13.87 feet; thence bearing S 57-56-18 E a distance of 10.09 feet; thence bearing S 78-30-58 E a distance of 7.30 feet; thence bearing N 57-46-19 E a distance of 9.21 feet; thence bearing N 27-0-7 E a distance of 3.84 feet; thence bearing S 7-56-30 W a distance of 9.50 feet; thence bearing S 8-38-43 E a distance of 13.33 feet; thence bearing S 13-13-38 W a distance of 20.19 feet; thence bearing S 1-32-28 E a distance of 16.05 feet; thence bearing S 4-45-48 E a distance of 11.24 feet; thence bearing S 40-59-18 E a distance of 15.19 feet; thence bearing

S 13-19-54 W a distance of 22.19 feet; thence bearing S 4-32-5 W a distance of 24.36 feet; thence bearing S 27-27-33 E a distance of 21.01 feet; thence bearing S 78-34-6 E a distance of 31.44 feet; thence bearing N 53-50-58 E a distance of 7.33 feet; thence bearing S 73-48-3 E a distance of 22.86 feet; thence bearing S 48-17-47 E a distance of 12.09 feet; thence bearing N 85-33-55 E a distance of 30.73 feet; thence bearing S 28-44-54 E a distance of 8.26 feet; thence bearing N 51-3-7 E a distance of 16.61 feet; thence bearing N 61-22-19 E a distance of 26.10 feet; thence bearing N 35-19-21 E a distance of 31.77 feet; thence bearing N 58-43-46 E a distance of 12.28 feet; thence bearing N 20-15-55 E a distance of 12.22 feet; thence bearing N 65-5-43 E a distance of 13.90 feet; thence bearing N 29-10-44 E a distance of 16.42 feet; thence bearing S 72-32-33 E a distance of 23.19 feet; thence bearing N 51-53-23 E a distance of 7.25 feet; thence bearing N 33-53-38 E a distance of 18.98 feet; thence bearing N 35-17-23 E a distance of 25.40 feet; thence bearing S 75-10-35 E a distance of 12.11 feet; thence bearing S 88-56-3 E a distance of 16.05 feet; thence bearing S 66-0-19 E a distance of 15.28 feet; thence bearing S 45-10-26 E a distance of 36.83 feet; thence bearing S 48-56-3 E a distance of 17.82 feet; thence bearing S 16-23-39 E a distance of 17.02 feet; thence bearing S 32-44-23 E a distance of 6.64 feet; thence bearing S 19-24-39 W a distance of 16.52 feet; thence bearing S 37-17-54 W a distance of 10.84 feet; thence bearing S 47-47-40 W a distance of 14.31 feet; thence bearing S 34-21-19 W a distance of 15.63 feet; thence bearing S 20-14-27 W a distance of 35.39 feet; thence bearing S 31-10-40 W a distance of 18.34 feet; thence bearing S 2-26-41 W a distance of 10.68 feet; thence bearing S 55-55-22 E a distance of 16.46 feet; thence bearing S 34-39-46 E a distance of 7.97 feet; thence bearing S 53-6-1 E a distance of 9.24 feet; thence bearing S 14-52-55 E a distance of 19.32 feet; thence bearing S 25-49-2 E a distance of 23.25 feet; thence bearing S 4-8-57 W a distance of 16.92 feet; thence bearing S 34-51-33 E a distance of 11.52 feet; thence bearing S 8-33-52 E a distance of 17.75 feet; thence bearing S 24-46-27 E a distance of 18.75 feet; thence bearing S 28-20-19 E a distance of 10.54 feet; thence bearing S 21-54-8 E a distance of 9.18 feet; thence bearing S 70-2-30 E a distance of 5.20 feet; thence bearing S 51-14-0 E a distance of 3.44 feet; thence bearing N 43-8-24 E a distance of 8.35 feet; thence bearing N 56-42-3 E a distance of 4.95 feet; thence bearing N 11-0-23 E a distance of 16.84 feet; thence bearing N 0-16-13 E a distance of 12.19 feet; thence bearing N 0-2-25 W a distance of 36.75 feet; thence bearing N 0-17-52 E a distance of 14.16 feet; thence bearing N 19-7-12 E a distance of 15.56 feet; thence bearing N 15-7-51 E a distance of 11.14 feet; thence bearing N 16-4-52 E a distance of 10.72 feet; thence bearing N 32-12-36 E a distance of 19.37 feet; thence bearing N 62-59-28 E a distance of 16.60 feet; thence bearing N 83-16-0 E a distance of 14.73 feet; thence bearing S 3-57-37 W a distance of 11.07 feet; thence bearing S 47-35-7 W a distance of 6.94 feet; thence bearing S 72-31-22 E a distance of 5.71 feet; thence bearing S 48-19-49 E a distance of 22.42 feet; thence bearing S 26-51-3 E a distance of 13.23 feet; thence bearing S 31-55-33 E a distance of 23.42 feet; thence bearing S 71-54-48 E a distance of 12.89 feet; thence bearing S 49-39-29 E a distance of 15.56 feet; thence bearing S 58-29-46 E a distance of 20.92 feet; thence bearing S 47-3-56 E a distance of 20.18 feet; thence bearing S 33-23-25 E a distance of 16.46 feet; thence bearing S 6-31-50 E a distance of 10.22 feet; thence bearing S 50-49-33 E a distance of 9.09 feet; thence bearing N 80-34-48 E a distance of 7.81 feet; thence bearing S 85-0-0 E a distance of 28.50 feet; thence bearing N 80-55-18 E a distance of 23.24 feet; thence bearing N 75-3-40 E a distance of 20.61 feet; thence bearing S 54-11-41 E a distance of 11.43 feet; thence bearing N 78-41-44 E a distance of 14.30 feet; thence bearing N 76-45-23 E a distance of 22.70 feet; thence bearing N 70-54-7 E a distance of 28.53 feet; thence bearing N 42-16-39 E a distance of 16.81 feet; thence bearing N 43-2-19 E a distance of 27.29 feet; thence bearing N 16-19-51 E a distance of 22.24 feet; thence bearing N 57-55-15 E a distance of 25.33 feet; thence bearing N 19-16-15 E a distance of 14.34 feet; thence bearing N 55-2-49 E a distance of 20.57 feet; thence bearing N 28-49-4 E a distance of 44.28 feet; thence bearing N 21-13-6 E a distance of 35.79 feet; thence bearing N 4-11-58 E a distance of 15.25 feet; thence bearing N 35-21-39 E a distance of 12.52 feet; thence bearing N 9-38-14 E a distance of 20.84 feet; thence bearing N 18-43-36 E a distance of 17.93 feet; thence bearing N 6-47-47 E a distance of 9.33 feet; thence bearing N 20-1-56 W a distance of 13.16 feet; thence bearing N 11-25-10 E a distance of 42.25 feet; thence bearing N 4-20-16 E a distance of 19.07 feet; thence bearing N 20-4-59 W a distance of 15.41 feet; thence bearing N 10-2-33 W a distance of 22.55 feet; thence bearing N 11-4-57 E a distance of 10.34 feet; thence bearing N 18-

38-57 W a distance of 9.43 feet; thence bearing N 47-16-9 W a distance of 4.67 feet; thence bearing N 8-49-1 W a distance of 25.64 feet; thence bearing N 2-52-18 E a distance of 28.10 feet; thence bearing N 39-45-55 E a distance of 5.31 feet; thence bearing N 33-11-20 W a distance of 2.87 feet; thence bearing N 27-44-54 W a distance of 16.97 feet; thence bearing N 63-34-17 W a distance of 9.47 feet; thence bearing N 1-55-22 E a distance of 15.92 feet; thence bearing N 18-36-30 W a distance of 27.81 feet; thence bearing N 21-16-12 W a distance of 20.20 feet; thence bearing N 29-54-27 W a distance of 27.59 feet; thence bearing N 36-44-40 W a distance of 14.41 feet; thence bearing N 34-9-30 W a distance of 9.23 feet; thence bearing N 45-37-39 W a distance of 23.05 feet; thence bearing N 13-11-10 E a distance of 3.35 feet; thence bearing N 86-12-6 W a distance of 13.67 feet; thence bearing S 84-57-9 W a distance of 38.86 feet; thence bearing N 77-6-36 W a distance of 15.23 feet; thence bearing N 64-7-13 W a distance of 28.66 feet; 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thence bearing S 55-14-45 E a distance of 11.83 feet; thence bearing S 83-55-52 E a distance of 19.58 feet; thence bearing S 80-28-52 E a distance of 19.34 feet; thence bearing N 82-21-25 E a distance of 10.73 feet; thence bearing N 89-39-32 E a distance of 10.08 feet; thence bearing N 83-34-30 E a distance of 5.34 feet; thence bearing S 78-49-17 E a distance of 9.87 feet; thence bearing N 71-26-59 E a distance of 11.25 feet; thence bearing N 43-46-43 E a distance of 18.99 feet; thence bearing N 28-57-50 E a distance of 3.3 feet; thence bearing N 35-44-56 E a distance of 3.78 feet; thence bearing N 19-9-21 E a distance of 3.28 feet; thence bearing N 79-58-57 E a distance of 6.06 feet; thence bearing S 59-10-29 E a distance of 4.84 feet; thence bearing S 84-14-41 E a distance of 4.36 feet; thence bearing S 86-46-32 E a distance of 6.46 feet; thence bearing S 73-22-48 E a distance of 13.15 feet; thence bearing N 83-27-51 E a distance of 10.71 feet; thence bearing S 66-49-9 E a distance of 10.75 feet; thence bearing N 80-28-3 E a distance of 19.68 feet; thence bearing S 54-29-46 E a distance of 7.69 feet; thence bearing S 69-6-58 E a distance of 15.02 feet; thence bearing N 88-12-52 E a distance of 30.66 feet; thence bearing S 60-19-29 E a distance of 19.20 feet; thence bearing S 70-46-57 E a distance of 8.31 feet; thence bearing N 56-20-38 E a distance of 9.35 feet; thence bearing S 80-54-42 E a distance of 28.06 feet; thence bearing N 74-37-13 E a distance of 8.09 feet; thence bearing N 63-28-36 E a distance of 24.52 feet; thence bearing N 61-23-31 E a distance of 33.99 feet; thence bearing N 61-42-3 E a distance of 19.64 feet; thence bearing N 66-8-7 E a distance of 13.16 feet; thence bearing N 59-31-14 E a distance of 11.58 feet; thence bearing N 44-46-52 E a distance of 25.97 feet; thence bearing N 45-41-20 E a distance of 31.34 feet; thence bearing N 35-22-10 E a distance of 33.73 feet; thence bearing N 1-28-41 E a distance of 13.65 feet; thence bearing N 42-11-51 E a distance of 12.78 feet; thence bearing N 52-48-33 E a distance of 16.02 feet; thence bearing N 36-35-33 E a distance of 28.58 feet; thence bearing S 82-56-59 E a distance of 8.45 feet; thence bearing N 80-2-32 E a distance of 18.79 feet; thence bearing N 42-0-17 E a distance of 7.29 feet; thence bearing N 55-20-33 E a distance of 13.38 feet; thence bearing N 33-50-9 E a distance of 14.87 feet; thence bearing N 67-0-7 E a distance of 8.70 feet; thence bearing N 34-7-45 E a distance of 6.14 feet; thence bearing N 76-15-50 E a distance of 5.91 feet; thence bearing N 38-10-50 E a distance of 2.09 feet; thence bearing N 20-38-8 E a distance of 32.22 feet; thence bearing N 20-44-53 E a distance of 22.98 feet; thence bearing N 15-32-46 E a distance of 22.31 feet; thence bearing N 5-4-58 E a distance of 19.34 feet; thence bearing N 25-3-13 W a distance of 11.56 feet; thence bearing N 4-42-31 W a distance of 38.71 feet; thence bearing N 12-17-10 E a distance of 17.80 feet; thence bearing N 13-51-31 E a distance of 41.92 feet; thence bearing N 2-14-5 E a distance of 12.68 feet; thence bearing N 30-2-15 W a distance of 9.95 feet; thence bearing N 29-39-15 W a distance of 8.61 feet; thence bearing N 74-24-59 W

a distance of 9.24 feet; thence bearing N 20-44-45 W a distance of 13.22 feet; thence bearing N 58-3-52 W a distance of 5.24 feet; thence bearing N 40-53-32 W a distance of 13.40 feet; thence bearing N 34-18-56 W a distance of 2.59 feet; thence bearing N 30-12-27 E a distance of 1.80 feet; thence bearing N 74-20-7 W a distance of 7.18 feet; thence bearing N 32-24-50 E a distance of 14.43 feet; thence bearing N 8-24-40 E a distance of 16.92 feet; thence bearing N 13-44-54 E a distance of 12.62 feet; thence bearing N 23-51-15 E a distance of 16.10 feet; thence bearing N 19-57-16 E a distance of 12.06 feet; thence bearing N 12-14-45 E a distance of 17.02 feet; thence bearing N 18-16-31 E a distance of 15.19 feet; thence bearing N 42-43-1 E a distance of 2.88 feet; thence bearing S 48-7-37 E a distance of 4.49 feet; thence bearing S 88-0-59 E a distance of 11.28 feet; thence bearing N 34-30-6 E a distance of 10.64 feet; thence bearing N 30-50-28 E a distance of 6.49 feet; thence bearing N 83-30-5 E a distance of 19.93 feet; thence bearing N 82-49-20 E a distance of 5.23 feet; thence bearing N 69-2-4 E a distance of 13.52 feet; thence bearing S 60-56-52 E a distance of 5.33 feet; thence bearing S 58-27-33 E a distance of 6.20 feet; thence bearing S 56-40-30 E a distance of 6.79 feet; thence bearing N 17-34-20 W a distance of 23.47 feet; thence bearing N 14-29-31 W a distance of 15.78 feet; thence bearing N 32-24-8 E a distance of 20.67 feet; thence bearing N 23-49-8 E a distance of 15.05 feet; thence bearing N 39-44-5 E a distance of 34.23 feet; thence bearing N 19-34-38 E a distance of 23.34 feet; thence bearing N 22-28-18 E a distance of 31.38 feet; thence bearing N 18-29-42 E a distance of 27.91 feet; thence bearing N 80-27-27 E a distance of 5.18 feet; thence bearing N 2-45-11 W a distance of 34.87 feet; thence bearing N 19-34-2 W a distance of 29.95 feet; thence bearing N 6-55-13 W a distance of 27.81 feet; thence bearing N 7-15-6 W a distance of 11.92 feet; thence bearing N 6-34-33 W a distance of 13.18 feet; thence bearing N 0-54-31 E a distance of 20.86 feet; thence bearing N 0-58-41 E a distance of 55.57 feet; thence bearing N 21-58-27 W a distance of 19.00 feet; thence bearing N 53-51-36 W a distance of 12.51 feet; thence bearing N 8-2-19 W a distance of 19.56 feet; thence bearing N 32-46-27 W a distance of 20.96 feet; thence bearing N 33-52-19 W a distance of 19.20 feet; thence bearing N 41-52-35 W a distance of 7.14 feet; thence bearing N 25-46-54 W a distance of 20.37 feet; thence bearing N 16-14-24 E a distance of 10.38 feet; thence bearing N 39-48-42 E a distance of 21.71 feet; thence bearing N 2-30-56 E a distance of 4.23 feet; thence bearing N 57-16-33 E a distance of 18.73 feet; thence bearing N 46-35-1 E a distance of 5.43 feet; thence bearing N 5-45-23 W a distance of 7.19 feet; thence bearing N 30-5-8 W a distance of 9.77 feet; thence bearing N 0-54-55 W a distance of 23.80 feet; thence bearing N 30-24-0 W a distance of 29.98 feet; thence bearing N 10-47-10 W a distance of 18.64 feet; thence bearing N 35-46-40 W a distance of 22.41 feet; thence bearing N 3-22-56 E a distance of 7.04 feet; thence bearing N 18-38-22 W a distance of 19.58 feet; thence bearing N 33-43-0 W a distance of 13.12 feet; thence bearing N 44-21-25 W a distance of 30.93 feet; thence bearing N 5-40-47 W a distance of 10.69 feet; thence bearing N 5-33-47 W a distance of 16.20 feet; thence bearing N 43-38-50 W a distance of 18.60 feet; thence bearing N 46-47-12 W a distance of 35.70 feet; thence bearing N 87-55-34 W a distance of 23.94 feet; thence bearing N 81-36-17 W a distance of 10.91 feet; thence bearing N 88-30-36 W a distance of 10.18 feet; thence bearing S 71-4-44 W a distance of 13.80 feet thence bearing S 39-19-35 W a distance of 9.32 feet; thence bearing S 30-1-12 W a distance of 57.75 feet; thence bearing S 31-56-17 W a distance of 20.91 feet; thence bearing S 48-5-3 W a distance of 32.79 feet; thence bearing S 59-34-54 W a distance of 28.44 feet; thence bearing S 64-17-11 W a distance of 26.52 feet; thence bearing S 82-18-27 W a distance of 29.13 feet; thence bearing S 63-45-24 W a distance of 23.74 feet; thence bearing S 58-55-48 W a distance of 13.13 feet; thence bearing N 44-47-15 W a distance of 4.79 feet; thence bearing N 25-27-25 E a distance of 12.58 feet; thence bearing N 9-37-47 W a distance of 15.89 feet; thence bearing N 29-21-38 E a distance of 16.58 feet; thence bearing N 44-52-8 E a distance of 17.40 feet; thence bearing N 49-51-23 E a distance of 46.84 feet; thence bearing N 31-6-6 E a distance of 30.47 feet; thence bearing N 6-43-34 E a distance of 57.40 feet; thence bearing N 17-49-42 E a distance of 25.38 feet; thence bearing N 35-58-33 E a distance of 21.94 feet; thence bearing N 19-1-11 E a distance of 17.65 feet; thence bearing N 25-9-3 W a distance of 8.47 feet; thence bearing N 51-38-59 W a distance of 6.22 feet; thence bearing N 75-1-1 W a distance of 5.79 feet; thence bearing N 2-41-28 E a distance of 5.29 feet; thence bearing S 80-0-46 E a distance of 3.34 feet; thence bearing S 70-53-53 E a distance of 2.40 feet; thence bearing S 87-30-42 E a distance of 4.22 feet; thence bearing N 44-51-52 E a

distance of 10.75 feet; thence bearing N 56-41-37 E a distance of 9.62 feet; thence bearing N 15-57-39 E a distance of 9.21 feet; thence bearing N 9-13-28 E a distance of 22.58 feet; thence bearing N 19-30-2 W a distance of 13.58 feet; thence bearing N 34-37-51 W a distance of 32.06 feet; thence bearing N 57-36-39 W a distance of 31.41 feet; thence bearing N 33-20-40 W a distance of 34.04 feet; thence bearing N 43-53-21 W a distance of 12.80 feet; thence bearing N 14-37-42 W a distance of 31.44 feet; thence bearing N 13-10-46 W a distance of 25.83 feet; thence bearing N 29-56-21 W a distance of 32.79 feet; thence bearing N 20-48-48 W a distance of 20.70 feet; thence bearing N 17-22-35 W a distance of 22.09 feet; thence bearing N 7-3-0 W a distance of 18.17 feet; thence bearing N 15-58-33 E a distance of 19.40 feet; thence bearing N 46-46-23 E a distance of 16.24 feet; thence bearing N 2-31-52 E a distance of 65.66 feet; thence bearing N 32-58-7 W a distance of 84.99 feet; thence bearing N 51-33-7 W a distance of 171.00 feet; thence bearing N 73-3-7 W a distance of 162.01 feet; thence bearing S 87-8-7 E a distance of 180.01 feet; thence bearing S 68-58-7 E a distance of 171.00 feet; thence bearing S 37-51-7 E a distance of 233.00 feet; thence bearing N 6-46-52 E a distance of 132.00 feet; thence bearing N 21-48-7 W a distance of 132.01 feet; thence bearing N 3-12-27 W a distance of 210.01 feet; thence bearing S 28-49-7 E a distance of 235.01 feet; thence bearing S 36-11-7 E a distance of 277.01 feet; thence bearing S 6-35-7 E a distance of 60.00 feet; thence bearing S 6-8-6 W a distance of 10.42 feet; thence bearing S 43-57-49 E a distance of 6.86 feet; thence bearing S 11-48-26 E a distance of 23.11 feet; thence bearing S 10-17-59 W a distance of 18.07 feet; thence bearing S 5-31-36 W a distance of 28.07 feet; thence bearing S 32-14-10 E a distance of 12.06 feet; thence bearing S 10-34-42 W a distance of 9.94 feet; thence bearing S 47-5-23 E a distance of 6.34 feet; thence bearing S 87-50-19 E a distance of 16.16 feet; thence bearing S 27-22-58 E a distance of 5.81 feet; thence bearing S 9-16-23 E a distance of 32.17 feet; thence bearing S 6-23-26 E a distance of 20.11 feet; thence bearing S 33-59-55 E a distance of 8.44 feet; thence bearing S 64-0-55 E a distance of 15.81 feet; thence bearing S 19-31-23 E a distance of 26.41 feet; thence bearing S 32-30-23 E a distance of 16.65 feet; thence bearing S 36-36-8 E a distance of 14.93 feet; thence bearing S 4-30-43 W a distance of 12.11 feet; thence bearing S 67-24-39 E a distance of 3.12 feet; thence bearing N 88-54-42 E a distance of 9.73 feet; thence bearing S 20-3-47 E a distance of 4.90 feet; thence bearing S 7-51-3 W a distance of 23.77 feet; thence bearing S 67-57-44 E a distance of 13.58 feet; thence bearing N 38-52-54 E a distance of 20.29 feet; thence bearing S 47-44-39 E a distance of 17.06 feet; thence bearing N 69-9-59 E a distance of 17.36 feet; thence bearing N 86-23-33 E a distance of 11.89 feet; thence bearing N 66-35-53 E a distance of 20.47 feet; 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thence bearing N 19-55-38 E a distance of 20.80 feet; thence bearing N 7-49-30 E a distance of 36.54 feet; thence bearing N 12-52-14 E a distance of 33.16 feet; thence bearing N 13-31-34 E a distance of 20.42 feet; thence bearing N 17-42-5 E a distance of 21.01 feet; thence bearing N 12-49-41 E a distance of 15.40 feet; thence bearing S 49-47-46 E a distance of 15.88 feet; thence bearing S 80-10-48 E a distance of 13.86 feet; thence bearing N 69-47-37 E a distance of 11.40 feet; thence bearing N 35-36-30 E a distance of 8.63 feet; thence bearing N 12-25-13 W a distance of 18.84 feet; thence bearing N 60-33-33 E a distance of 2.06 feet; thence bearing S 29-11-40 E a distance of 19.47 feet; thence bearing S 31-29-20 E a distance of 11.75 feet; thence bearing S 21-33-58 E a distance of 14.79 feet; thence bearing S 11-29-29 E a distance of 14.33 feet; thence bearing S 0-41-7 E a distance of 24.05 feet; thence bearing S 5-58-12 W a distance of 19.06 feet; thence bearing S 9-14-42 W a distance of 16.33 feet; 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then bearing N 66-59-1 E a distance of 6.19 feet; then bearing N 70-58-4 E a distance of 3.59 feet; then bearing N 22-56-7 E a distance of 9.19 feet; then bearing N 7-30-13 E a distance of 15.36 feet; then bearing N 15-12-43 W a distance of 24.32 feet; then bearing N 7-51-57 W a distance of 52.01 feet; then bearing N 0-11-37 E a distance of 61.41 feet; then bearing N 0-30-37 E a distance of 24.29 feet; then bearing N 0-39-27 W a distance of 25.78 feet; then bearing N 6-57-17 E a distance of 47.77 feet; then bearing N 10-27-59 E a distance of 60.10 feet; then bearing N 1-25-28 W a distance of 61.09 feet; then bearing N 10-27-0 W a distance of 32.52 feet; then bearing N 5-14-42 W a distance of 41.03 feet; then bearing N 6-51-42 E a distance of 43.24 feet; then bearing N 17-1-11 E a distance of 66.71 feet; then bearing N 22-29-58 E a distance of 17.82 feet; then bearing S 77-43-50 E a distance of 25.95 feet; then bearing N 20-47-53 E a distance of 30.52 feet; then bearing N 88-2-48 E a distance of 19.70 feet; then bearing S 71-49-41 E a distance of 16.09 feet; then bearing S 6-29-13 E a distance of 18.93 feet; then bearing S 10-39-8 W a distance of 10.13 feet; then bearing S 64-46-37 E a distance of 9.59 feet; then bearing S 63-38-39 E a distance of 2.88 feet; then bearing N 34-20-27 E a distance of 19.02 feet; then bearing N 17-28-54 E a distance of 6.22 feet; then bearing S 89-48-18 E a distance of 7.41 feet; then bearing S 61-36-14 E a distance of 3.97 feet; then bearing S 48-33-25 E a distance of 8.84 feet; then bearing S 26-46-14 E a distance of 6.49 feet; then bearing S 36-15-21 E a distance of 11.71 feet; then bearing S 28-45-29 W a distance of 10.55 feet; then bearing S 66-6-41 E a distance of 5.55 feet; then bearing S 57-35-17 E a distance of 10.24 feet; then bearing S 61-12-30 E a distance of 31.91 feet; then bearing S 30-42-58 W a distance of 6.92 feet; then bearing S S 60-43-42 E a distance of 79.85 feet; then bearing S 61-2-32 E a distance of 19.47 feet; then bearing bearing S 48-11-25 E a distance of 2.28 feet; 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of 34.65 feet; thence bearing N 35-59-42 E a distance of 30.17 feet; thence bearing N 36-20-3 E a distance of 24.12 feet; thence bearing N 32-6-42 E a distance of 15.69 feet; thence bearing N 27-17-54 E a distance of 17.46 feet; thence bearing N 20-48-32 E a distance of 0.47 feet; thence bearing N 27-42-51 E a distance of 5.74 feet; thence bearing N 32-15-32 E a distance of 2.71 feet; thence bearing N 44-3-46 E a distance of 4.67 feet; thence bearing N 59-44-5 E a distance of 3.71 feet; thence bearing S 88-55-26 E a distance of 6.27 feet; thence bearing N 11-45-52 E a distance of 220.01 feet; thence bearing N 0-28-52 E a distance of 259.01 feet; thence bearing N 71-24-52 E a distance of 41.00 feet; thence bearing S 32-2-7 E a distance of 100.00 feet; thence bearing S 9-7-7 E a distance of 225.01 feet; thence bearing S 46-26-7 E a distance of 101.00 feet; thence bearing S 26-8-52 W a distance of 102.01 feet; thence bearing S 48-35-29 W a distance of 10.07 feet; thence bearing N 84-39-47 E a distance of 35.50 feet; thence bearing S 84-58-22 E a distance of 8.71 feet; thence bearing N 69-47-49 E a distance of 6.42 feet; thence bearing S 53-19-14 E a distance of 5.52 feet; thence bearing S 57-56-43 E a distance of 7.60 feet; thence bearing S 35-27-8 E a distance of 5.05 feet; thence bearing S 35-22-32 E a distance of 6.80 feet; thence bearing S 44-9-22 E a distance of 7.32 feet; thence bearing S 74-16-55 E a distance of 15.44 feet; thence bearing S 70-43-5 E a distance of 20.20 feet; thence bearing S 45-10-13 E a distance of 31.56 feet; thence bearing S 50-22-15 E a distance of 30.84 feet; thence bearing S 23-39-31 E a distance of 34.87 feet; thence bearing S 7-15-59 W a distance of 30.41 feet; thence bearing S 15-1-28 W a distance of 34.17 feet; thence bearing S 14-23-28 W a distance of 25.47 feet; thence bearing S 32-1-22 W a distance of 19.50 feet; thence bearing S 34-46-43 W a distance of 24.30 feet; thence bearing S 22-13-11 W a distance of 27.67 feet; thence bearing S 12-3-22 W a distance of 22.20 feet; 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thence bearing N 80-13-58 E a distance of 39.25 feet; thence bearing N 57-7-59 E a distance of 20.48 feet; thence bearing N 36-28-37 E a distance of 23.03 feet; thence bearing N 62-19-32 E a distance of 25.96 feet; thence bearing N 49-48-49 E a distance of 18.28 feet; thence bearing S 89-51-4 E a distance of 29.14 feet; thence bearing S 65-23-51 E a distance of 30.90 feet; thence bearing S 64-11-17 E a distance of 23.78 feet; thence bearing S 60-32-17 E a distance of 12.20 feet; thence bearing S 50-27-5 E a distance of 6.84 feet; thence bearing S 79-37-2 E a distance of 4.04 feet; thence bearing S 63-31-23 E a distance of 4.88 feet; thence bearing S 39-42-57 E a distance of 4.23 feet; thence bearing S 27-49-36 E a distance of 6.38 feet; thence bearing S 40-24-19 E a distance of 4.93 feet; thence bearing S 18-36-16 E a distance of 8.20 feet; thence bearing S 6-23-10 E a distance of 9.57 feet; thence bearing S 51-24-11 E a distance of 13.25 feet; thence bearing S 68-41-36 E a distance of 23.46 feet; thence bearing S 82-1-44 E a distance of 7.36 feet; thence bearing S 46-21-55 E a distance of 12.91 feet; thence bearing S 51-10-34 E a distance of 28.75 feet; thence bearing N 67-35-59 E a distance of 10.93 feet; thence bearing S 84-34-35 E a distance of 6.77 feet; thence bearing N 79-47-59 E a distance of 25.94 feet; thence bearing N 88-52-55 E a distance of 4.61 feet; thence bearing N 81-2-40 E a distance of 11.49 feet; thence bearing S 89-52-55 E a distance of 6.58 feet; thence bearing S 85-40-22 E a distance of 1.58 feet; thence bearing N 78-44-39 E a distance of 12.28 feet; thence bearing S 73-50-40 E a distance of 17.11 feet; thence bearing S 68-25-40 E a distance of 17.46 feet; thence bearing N 57-48-39 E a distance of 7.67 feet; thence bearing S 65-11-53 E a distance of 10.35 feet; thence bearing S 71-23-47 E a distance of 9.01 feet; thence bearing S 26-31-57 E a distance of 5.68 feet; thence bearing S 56-37-1 E a distance of 17.66 feet; thence bearing S 52-12-37 E a distance of 13.09 feet; thence bearing S 73-59-58 E a distance of 9.05 feet; thence bearing N 89-38-46 E a distance of 11.78 feet; thence bearing S 84-58-35 E a distance of 20.63 feet; thence bearing S 83-20-15 E a distance of

9.71 feet; thence bearing S 68-28-4 E a distance of 13.58 feet; thence bearing N 89-24-15 E a distance of 31.66 feet; thence bearing N 59-22-6 E a distance of 15.16 feet; thence bearing N 15-39-3 E a distance of 3.68 feet; thence bearing N 72-53-28 E a distance of 7.65 feet; thence bearing N 68-8-55 E a distance of 15.78 feet; thence bearing S 65-5-1 E a distance of 23.84 feet; thence bearing S 89-28-45 E a distance of 27.00 feet; thence bearing S 87-39-9 E a distance of 39.19 feet; thence bearing S 21-44-50 E a distance of 22.77 feet; thence bearing S 61-36-35 E a distance of 15.67 feet; thence bearing S 57-9-33 E a distance of 16.06 feet; thence bearing S 56-14-5 E a distance of 11.51 feet; thence bearing S 42-34-0 E a distance of 17.09 feet; thence bearing S 84-49-51 E a distance of 10.04 feet; thence bearing S 56-0-1 E a distance of 17.13 feet; thence bearing S 32-34-22 E a distance of 15.52 feet; thence bearing S 52-5-12 E a distance of 25.08 feet; thence bearing S 63-35-0 E a distance of 16.60 feet; thence bearing S 87-44-14 E a distance of 4.88 feet; thence bearing S 43-2-33 E a distance of 5.45 feet; thence bearing S 64-39-6 E a distance of 13.42 feet; thence bearing S 59-36-23 E a distance of 10.35 feet; thence bearing N 52-13-52 E a distance of 10.31 feet; thence bearing S 32-28-28 E a distance of 7.73 feet; thence bearing S 64-1-37 E a distance of 31.03 feet; thence bearing S 71-7-25 E a distance of 15.11 feet; thence bearing N 88-39-36 E a distance of 6.73 feet; thence bearing N 28-13-12 E a distance of 6.13 feet; thence bearing N 81-32-39 E a distance of 8.14 feet; thence bearing N 85-24-55 E a distance of 12.78 feet; thence bearing S 68-41-16 E a distance of 10.47 feet; thence bearing N 74-28-7 E a distance of 8.02 feet; thence bearing N 46-21-25 E a distance of 2.72 feet; thence bearing S 76-12-49 E a distance of 5.11 feet; thence bearing S 45-50-29 E a distance of 4.45 feet; thence bearing S 78-9-43 E a distance of 10.22 feet; thence bearing N 12-0-56 E a distance of 3.98 feet; thence bearing S 83-33-55 E a distance of 9.37 feet; thence bearing S 56-10-36 E a distance of 11.65 feet; thence bearing N 74-32-49 E a distance of 20.54 feet; thence bearing S 66-52-48 E a distance of 29.08 feet; thence bearing S 49-29-17 E a distance of 11.51 feet; thence bearing S 81-46-40 E a distance of 6.26 feet; thence bearing S 71-0-44 E a distance of 21.08 feet; thence bearing S 46-16-41 E a distance of 8.74 feet; thence bearing S 6-22-22 E a distance of 6.88 feet; thence bearing S 60-3-23 E a distance of 42.35 feet; thence bearing S 79-1-3 E a distance of 37.02 feet; thence bearing S 82-41-35 E a distance of 21.39 feet; thence bearing N 71-41-40 E a distance of 6.46 feet; thence bearing N 71-31-42 E a distance of 11.32 feet; thence bearing N 79-59-55 E a distance of 6.73 feet; thence bearing N 1-46-4 W a distance of 4.03 feet; thence bearing N 73-35-32 E a distance of 5.31 feet; thence bearing S 73-26-43 E a distance of 3.73 feet; thence bearing S 57-0-19 E a distance of 7.84 feet; thence bearing S 87-31-48 E a distance of 11.00 feet; thence bearing N 77-49-56 E a distance of 5.98 feet; thence bearing S 58-38-54 E a distance of 4.69 feet; thence bearing S 61-55-55 E a distance of 9.29 feet; thence bearing S 73-11-43 E a distance of 17.35 feet; thence bearing S 75-40-9 E a distance of 40.95 feet; thence bearing S 74-43-55 E a distance of 46.23 feet; thence bearing N 19-59-33 E a distance of 7.35 feet; thence bearing N 38-39-46 W a distance of 20.44 feet; thence bearing N 63-38-3 E a distance of 19.30 feet; thence bearing N 89-50-29 E a distance of 28.02 feet; thence bearing N 60-6-41 E a distance of 0.56 feet; thence bearing N 87-17-43 E a distance of 19.54 feet; thence bearing S 80-57-35 E a distance of 19.31 feet; thence bearing N 87-12-20 E a distance of 39.07 feet; thence bearing N 84-57-47 E a distance of 29.61 feet; thence bearing N 84-44-28 E a distance of 9.93 feet; thence bearing N 80-32-4 E a distance of 14.39 feet; thence bearing N 84-32-23 E a distance of 27.23 feet; thence bearing N 80-62-32-21 E a distance of 39.64 feet; thence bearing N 56-24-41 E a distance of 23.39 feet; thence bearing N 83-29-58 E a distance of 18.32 feet; thence bearing N 60-9-59 E a distance of 23.94 feet; thence bearing N 75-59-47 E a distance of 40.69 feet; thence bearing N 11-24-37 E a distance of 20.74 feet; thence bearing N 43-17-42 E a distance of 24.17 feet; thence bearing N 18-5-32 E a distance of 13.47 feet; thence bearing N 44-53-12 W a distance of 17.73 feet; thence bearing N 22-57-19 E a distance of 25.99 feet; thence bearing N 49-40-52 E a distance of 5.33 feet; thence bearing N 21-38-29 W a distance of 2.62 feet; thence bearing N 30-51-24 W a distance of 21.75 feet; thence bearing N 31-27-57 W a distance of 22.94 feet; thence bearing N 5-13-18 W a distance of 10.86 feet; thence bearing N 22-58-43 W a distance of 11.94 feet; thence bearing N 40-17-28 W a distance of 24.92 feet; thence bearing N 72-0-35 W a distance of 17.01 feet; thence bearing N 59-58-25 W a distance of 13.77 feet; thence bearing S 86-56-52 W a distance of 14.69 feet; thence bearing S 83-31-6 W a distance of 24.10 feet; thence bearing S 74-58-23 W a distance of 14.32 feet; thence bearing N 57-23-51 W a distance of

7.88 feet; thence bearing N 46-28-33 W a distance of 15.99 feet; thence bearing N 40-32-35 W a distance of 18.89 feet; thence bearing N 37-30-25 W a distance of 13.29 feet; thence bearing N 32-19-20 W a distance of 6.78 feet; thence bearing N 8-43-26 W a distance of 9.30 feet; thence bearing N 14-15-49 W a distance of 14.09 feet; thence bearing N 11-7-46 E a distance of 7.25 feet; thence bearing N 44-7-9 W a distance of 12.15 feet; thence bearing N 5-5-21 E a distance of 6.50 feet; thence bearing N 13-9-31 W a distance of 7.52 feet; thence bearing N 52-52-23 W a distance of 25.89 feet; thence bearing N 55-23-51 W a distance of 17.97 feet; thence bearing N 33-45-45 W a distance of 11.68 feet; thence bearing N 67-52-57 W a distance of 19.75 feet; thence bearing N 45-36-21 W a distance of 11.99 feet; thence bearing N 21-55-24 W a distance of 18.15 feet; thence bearing N 52-19-40 W a distance of 10.52 feet; thence bearing N 35-58-8 W a distance of 10.62 feet; thence bearing N 15-21-41 W a distance of 13.28 feet; thence bearing N 19-59-45 W a distance of 14.32 feet; thence bearing N 31-49-16 W a distance of 10.49 feet; thence bearing N 19-44-20 W a distance of 18.13 feet; thence bearing N 26-28-38 W a distance of 9.99 feet; thence bearing N 14-14-15 W a distance of 18.71 feet; thence bearing N 14-21-54 W a distance of 17.16 feet; thence bearing N 0-49-12 W a distance of 18.78 feet; thence bearing N 2-23-18 W a distance of 12.44 feet; thence bearing N 32-27-31 W a distance of 10.14 feet; thence bearing N 2-10-40 E a distance of 16.50 feet; thence bearing N 10-20-29 W a distance of 6.41 feet; thence bearing N 13-34-23 W a distance of 14.27 feet; thence bearing N 13-58-24 E a distance of 8.27 feet; thence bearing N 0-4-59 E a distance of 6.59 feet; thence bearing N 24-57-42 E a distance of 13.78 feet; thence bearing N 34-35-17 E a distance of 11.82 feet; thence bearing N 51-25-58 E a distance of 12.25 feet; thence bearing N 19-31-44 E a distance of 11.71 feet; thence bearing N 38-12-30 E a distance of 21.52 feet; thence bearing N 11-51-18 E a distance of 15.82 feet; thence bearing N 7-37-58 E a distance of 2.67 feet; thence bearing N 51-6-4 W a distance of 15.14 feet; thence bearing N 83-39-37 W a distance of 12.31 feet; thence bearing N 72-29-7 W a distance of 9.16 feet; thence bearing N 18-54-7 W a distance of 12.28 feet; thence bearing N 36-44-7 W a distance of 16.23 feet; thence bearing N 57-26-52 W a distance of 17.72 feet; thence bearing N 23-23-9 W a distance of 9.68 feet; thence bearing N 42-59-5 W a distance of 5.42 feet; thence bearing S 79-4-54 W a distance of 9.92 feet; thence bearing N 86-50-32 W a distance of 10.24 feet; thence bearing S 76-59-16 W a distance of 11.94 feet; thence bearing N 49-17-57 W a distance of 17.32 feet; thence bearing N 65-50-50 W a distance of 24.01 feet; thence bearing N 68-44-46 W a distance of 10.25 feet; thence bearing N 47-19-4 W a distance of 21.40 feet; thence bearing N 30-8-54 W a distance of 16.62 feet; thence bearing N 24-36-34 W a distance of 10.24 feet; thence bearing N 34-48-17 W a distance of 10.43 feet; thence bearing N 42-8-59 W a distance of 25.53 feet; thence bearing N 77-23-46 W a distance of 17.2 feet; thence bearing N 15-57-28 W a distance of 16.48 feet; thence bearing N 72-49-48 W a distance of 11.00 feet; thence bearing N 40-25-21 W a distance of 14.65 feet; thence bearing N 43-42-4 W a distance of 15.35 feet; thence bearing N 40-34-35 W a distance of 14.31 feet; thence bearing N 45-16-45 W a distance of 5.70 feet; thence bearing N 50-26-12 W a distance of 4.75 feet; thence bearing S 60-29-23 W a distance of 10.22 feet; thence bearing N 11-26-15 W a distance of 3.33 feet; thence bearing N 7-21-50 W a distance of 26.63 feet; thence bearing N 21-45-12 W a distance of 14.76 feet; thence bearing N 2-6-0 E a distance of 13.10 feet; thence bearing N 21-47-57 W a distance of 12.02 feet; thence bearing N 38-7-43 W a distance of 9.59 feet; thence bearing N 10-5-35 W a distance of 26.48 feet; thence bearing N 30-21-31 W a distance of 13.30 feet; thence bearing N 44-23-29 W a distance of 16.41 feet; thence bearing N 57-49-35 W a distance of 16.68 feet; thence bearing N 20-6-35 W a distance of 2.61 feet; thence bearing S 69-12-3 W a distance of 14.12 feet; thence bearing S 73-7-53 W a distance of 3.70 feet; thence bearing N 30-22-59 E a distance of 3.00 feet; thence bearing N 4-31-13 W a distance of 1.70 feet; thence bearing N 50-39-27 E a distance of 12.70 feet; thence bearing N 23-26-39 W a distance of 4.98 feet; thence bearing N 1-35-20 W a distance of 5.45 feet; thence bearing N 27-20-7 W a distance of 10.21 feet; thence bearing N 65-4-34 W a distance of 8.77 feet; thence bearing S 81-43-32 W a distance of 8.03 feet; thence bearing N 23-33-19 W a distance of 11.25 feet; thence bearing N 46-25-15 W a distance of 44.16 feet; thence bearing N 60-31-57 W a distance of 23.33 feet; thence bearing N 39-45-40 W a distance of 27.42 feet; thence bearing S 23-18-42 W a distance of 13.40 feet; thence bearing S 62-36-4 W a distance of 15.49 feet; thence bearing N 70-58-34 W a distance of 6.02 feet; thence bearing S 80-51-43 W a distance of 14.26 feet; thence

bearing N 82-20-31 W a distance of 17.90 feet; thence bearing N 84-35-6 E a distance of 12.86 feet; thence bearing N 62-33-11 E a distance of 3.43 feet; thence bearing N 79-44-45 E a distance of 16.59 feet; thence bearing N 48-52-3 E a distance of 2.85 feet; thence bearing N 50-5-27 W a distance of 10.30 feet; thence bearing N 84-3-38 W a distance of 17.29 feet; thence bearing N 59-55-42 E a distance of 15.98 feet; thence bearing N 6-0-55 W a distance of 16.14 feet; thence bearing N 24-14-14 E a distance of 34.92 feet; thence bearing N 16-5-11 E a distance of 22.42 feet; thence bearing N 19-56-2 E a distance of 33.43 feet; thence bearing N 10-12-24 E a distance of 41.26 feet; thence bearing N 3-32-18 E a distance of 23.21 feet; thence bearing N 13-16-12 E a distance of 11.39 feet; thence bearing N 16-45-2 E a distance of 14.07 feet; thence bearing N 0-51-13 W a distance of 25.11 feet; thence bearing N 7-21-15 W a distance of 43.33 feet; thence bearing N 4-30-58 W a distance of 44.50 feet; thence bearing N 16-34-44 W a distance of 22.70 feet; thence bearing N 16-39-57 W a distance of 14.27 feet; thence bearing N 23-43-44 W a distance of 19.01 feet; thence bearing N 13-9-56 W a distance of 20.00 feet; thence bearing N 22-39-46 W a distance of 13.66 feet; thence bearing N 30-5-56 W a distance of 15.51 feet; thence bearing N 12-41-40 W a distance of 5.35 feet; thence bearing N 8-0-28 E a distance of 18.29 feet; thence bearing N 17-46-10 W a distance of 6.69 feet; thence bearing N 25-2-3 W a distance of 7.20 feet; thence bearing N 22-36-53 E a distance of 9.09 feet; thence bearing N 56-15-58 E a distance of 7.67 feet; thence bearing N 13-43-17 E a distance of 25.30 feet; thence bearing N 9-24-11 E a distance of 19.22 feet; thence bearing N 15-22-51 W a distance of 13.57 feet; thence bearing N 12-54-31 W a distance of 12.08 feet; thence bearing N 19-36-59 E a distance of 10.77 feet; thence bearing N 10-54-23 E a distance of 4.94 feet; thence bearing N 26-48-28 W a distance of 11.20 feet; thence bearing N 50-43-54 W a distance of 20.77 feet; thence bearing N 23-22-40 E a distance of 14.18 feet; thence bearing N 36-50-30 E a distance of 14.86 feet; thence bearing N 25-8-52 E a distance of 17.18 feet; thence bearing N 8-28-31 W a distance of 15.48 feet; thence bearing N 1-55-54 W a distance of 12.27 feet; thence bearing N 6-14-55 E a distance of 26.66 feet; thence bearing N 1-30-20 W a distance of 30.28 feet; thence bearing N 23-33-43 W a distance of 11.10 feet; thence bearing N 8-46-17 W a distance of 11.39 feet; thence bearing N 19-44-21 W a distance of 11.93 feet; thence bearing N 24-49-6 W a distance of 14.08 feet; thence bearing N 2-56-40 E a distance of 10.95 feet; thence bearing N 0-54-7 W a distance of 3.76 feet; thence bearing N 26-40-36 E a distance of 10.49 feet; thence bearing N 72-58-14 E a distance of 6.50 feet; thence bearing N 6-22-27 E a distance of 7.49 feet; thence bearing N 5-20-58 W a distance of 7.12 feet; thence bearing N 6-47-55 W a distance of 9.96 feet; thence bearing N 30-27-19 E a distance of 5.78 feet; thence bearing N 16-36-15 W a distance of 4.08 feet; thence bearing N 3-6-37 E a distance of 3.50 feet; thence bearing N 13-57-36 W a distance of 9.00 feet; thence bearing N 32-1-50 W a distance of 5.50 feet; thence bearing N 5-21-11 W a distance of 13.32 feet; thence bearing N 32-18-53 E a distance of 7.60 feet; thence bearing N 18-22-4 W a distance of 6.94 feet; thence bearing N 48-30-50 W a distance of 11.82 feet; thence bearing N 37-32-57 W a distance of 2.35 feet; thence bearing S 78-38-18 W a distance of 5.80 feet; thence bearing N 8-34-14 W a distance of 4.77 feet; thence bearing N 37-14-24 E a distance of 4.46 feet; thence bearing N 61-17-9 E a distance of 8.59 feet; thence bearing N 0-14-22 E a distance of 6.75 feet; thence bearing N 3-8-1 E a distance of 9.94 feet; thence bearing N 18-19-6 W a distance of 9.29 feet; thence bearing N 51-48-2 W a distance of 7.28 feet; thence bearing N 14-34-48 E a distance of 10.90 feet; thence bearing N 21-13-33 W a distance of 15.80 feet; thence bearing N 18-20-44 W a distance of 8.17 feet; thence bearing N 23-48-0 W a distance of 11.05 feet; thence bearing N 9-10-32 W a distance of 5.14 feet; thence bearing N 27-30-35 W a distance of 11.07 feet; thence bearing N 19-34-20 W a distance of 9.16 feet; thence bearing N 5-45-6 W a distance of 14.76 feet; thence bearing N 24-34-20 W a distance of 12.31 feet; thence bearing N 27-49-1 W a distance of 20.33 feet; thence bearing N 24-13-57 W a distance of 13.08 feet; thence bearing N 46-23-42 W a distance of 9.58 feet; thence bearing N 74-10-13 W a distance of 3.09 feet; thence bearing N 3-7-10 E a distance of 9.35 feet; thence bearing N 18-46-31 W a distance of 5.16 feet; thence bearing N 2-4-7 E a distance of 7.96 feet; thence bearing N 13-22-42 W a distance of 5.12 feet; thence bearing N 35-13-31 W a distance of 8.49 feet; thence bearing N 39-6-44 W a distance of 14.67 feet; thence bearing N 25-37-53 W a distance of 13.73 feet; thence bearing N 3-31-45 W a distance of 13.43 feet; thence bearing N 1-43-38 E a distance of 12.54 feet; thence bearing N 12-24-57 W a distance of 6.13 feet; thence bearing N 83-44-18 W a

distance of 7.94 feet; thence bearing N 27-36-14 W a distance of 8.39 feet; thence bearing N 2-44-13 W a distance of 1.81 feet; thence bearing N 58-29-34 E a distance of 1.81 feet; thence bearing N 68-45-20 W a distance of 5.42 feet; thence bearing S 63-49-2 W a distance of 6.22 feet; thence bearing N 77-18-39 W a distance of 4.78 feet; thence bearing N 33-31-4 W a distance of 12.75 feet; thence bearing N 19-9-44 W a distance of 6.71 feet; thence bearing N 24-18-28 E a distance of 4.58 feet; thence bearing N 19-30-16 W a distance of 5.82 feet; thence bearing N 31-23-56 W a distance of 4.77 feet; thence bearing N 11-2-39 W a distance of 12.10 feet; thence bearing N 66-15-33 W a distance of 10.02 feet; thence bearing N 34-37-31 W a distance of 6.82 feet; thence bearing N 17-11-23 W a distance of 8.82 feet; thence bearing N 17-32-21 W a distance of 8.90 feet; thence bearing N 11-47-38 W a distance of 9.34 feet; thence bearing N 19-51-18 W a distance of 10.25 feet; thence bearing N 48-57-43 W a distance of 12.25 feet; thence bearing N 33-33-39 W a distance of 26.68 feet; thence bearing N 30-44-5 W a distance of 17.30 feet; thence bearing N 37-18-21 W a distance of 12.67 feet; thence bearing N 3-9-8 E a distance of 10.89 feet; thence bearing N 31-57-2 W a distance of 7.60 feet; thence bearing N 65-58-25 W a distance of 19.52 feet; thence bearing N 53-42-46 W a distance of 6.57 feet; thence bearing N 82-22-58 E a distance of 5.96 feet; thence bearing S 58-47-8 E a distance of 8.17 feet; thence bearing S 38-13-43 E a distance of 4.79 feet; thence bearing N 33-51-47 W a distance of 8.54 feet; thence bearing N 12-21-58 W a distance of 4.88 feet; thence bearing N 14-19-5 E a distance of 4.65 feet; thence bearing S 75-14-58 E a distance of 1.69 feet; thence bearing S 43-19-11 E a distance of 3.46 feet; thence bearing S 41-34-17 E a distance of 5.36 feet; thence bearing S 41-55-59 E a distance of 2.88 feet; thence bearing N 53-11-3 E a distance of 3.29 feet; thence bearing N 3-36-49 W a distance of 7.37 feet; thence bearing N 36-13-37 E a distance of 9.92 feet; thence bearing S 77-48-19 E a distance of 6.79 feet; thence bearing S 63-27-55 E a distance of 8.71 feet; thence bearing N 44-40-6 E a distance of 11.79 feet; thence bearing S 64-23-16 E a distance of 12.57 feet; thence bearing N 60-17-0 E a distance of 4.01 feet; thence bearing S 12-5-9 E a distance of 8.56 feet; thence bearing N 78-59-4 E a distance of 4.07 feet; thence bearing N 63-44-38 E a distance of 7.24 feet; thence bearing S 49-10-47 E a distance of 5.09 feet; thence bearing N 78-24-14 E a distance of 6.60 feet; thence bearing S 74-26-20 E a distance of 23.18 feet; thence bearing N 57-29-59 E a distance of 6.41 feet; thence bearing N 22-59-20 E a distance of 11.61 feet; thence bearing N 22-38-33 E a distance of 17.65 feet; thence bearing N 6-37-26 W a distance of 12.13 feet; thence bearing N 44-2-23 E a distance of 9.01 feet; thence bearing N 10-7-11 E a distance of 13.60 feet; thence bearing N 9-40-21 E a distance of 12.59 feet; thence bearing N 14-1-49 E a distance of 11.47 feet; thence bearing N 38-1-10 E a distance of 6.57 feet; thence bearing N 15-17-19 E a distance of 8.3 feet; thence bearing N 7-27-58 E a distance of 4.64 feet; thence bearing N 56-30-51 W a distance of 5.99 feet; thence bearing N 27-40-23 E a distance of 8.97 feet; thence bearing N 57-27-14 E a distance of 7.70 feet; thence bearing N 55-19-59 E a distance of 10.56 feet; thence bearing N 71-44-24 E a distance of 10.21 feet; thence bearing N 71-41-10 E a distance of 10.91 feet; thence bearing N 5-19-43 W a distance of 13.72 feet; thence bearing N 3-27-36 W a distance of 7.72 feet; thence bearing N 48-1-53 E a distance of 6.87 feet; thence bearing N 43-23-31 E a distance of 5.28 feet; thence bearing N 22-12-3 E a distance of 19.23 feet; thence bearing N 44-23-36 E a distance of 11.48 feet; thence bearing N 62-56-10 E a distance of 16.12 feet; thence bearing N 43-36-4 E a distance of 7.99 feet; thence bearing N 38-31-4 E a distance of 8.46 feet; thence bearing N 49-11-46 E a distance of 20.88 feet; thence bearing N 50-52-23 E a distance of 12.74 feet; thence bearing N 57-34-0 E a distance of 6.45 feet; thence bearing N 28-6-44 E a distance of 10.85 feet; thence bearing N 2-10-12 E a distance of 8.32 feet; thence bearing S 20-9-30 W a distance of 1.28 feet; thence bearing N 40-25-43 W a distance of 7.18 feet; thence bearing N 11-28-38 W a distance of 11.83 feet; thence bearing N 30-33-7 E a distance of 12.59 feet; thence bearing N 36-31-33 E a distance of 18.59 feet; thence bearing N 32-11-40 E a distance of 6.56 feet; thence bearing S 85-31-56 E a distance of 7.23 feet; thence bearing N 83-35-53 E a distance of 13.71 feet; thence bearing N 39-10-58 E a distance of 4.06 feet; thence bearing N 48-55-15 W a distance of 4.84 feet; thence bearing N 4-43-3 E a distance of 19.85 feet; thence bearing N 40-55-2 E a distance of 15.45 feet; thence bearing S 84-20-6 E a distance of 15.16 feet; thence bearing N 76-49-4 E a distance of 3.48 feet; thence bearing N 18-28-45 E a distance of 32.06 feet; thence bearing N 28-22-19 E a distance of 17.01 feet; thence bearing N 22-56-23 E a distance of 9.06 feet; thence bearing N 36-32-39 E a distance of 14.99 feet; thence bearing N 19-

56-0 E a distance of 12.87 feet; then bearing N 15-8-56 E a distance of 15.90 feet; then bearing N 6-45-15 W a distance of 24.64 feet; then bearing N 13-39-59 W a distance of 9.23 feet; then bearing N 45-48-56 E a distance of 5.42 feet; then bearing N 15-26-6 W a distance of 10.68 feet; then bearing N 51-47-22 E a distance of 0.76 feet; then bearing S 84-12-33 W a distance of 445.20 feet; then bearing S 84-17-30 W a distance of 154.65 feet; then bearing S 84-24-5 W a distance of 162.83 feet; then bearing S 84-14-21 W a distance of 177.48 feet; then bearing S 84-16-17 W a distance of 207.01 feet; then bearing S 84-17-3 W a distance of 353.17 feet; then bearing S 84-21-10 W a distance of 77.27 feet; then bearing S 84-16-3 W a distance of 409.88 feet; then bearing S 84-17-39 W a distance of 234.50 feet; then bearing S 84-14-41 W a distance of 72.15 feet; then bearing N 19-49-20 W a distance of 218.83 feet; then bearing N 19-48-53 W a distance of 135.04 feet; then bearing N 19-50-3 W a distance of 102.04 feet; then bearing N 19-45-23 W a distance of 137.86 feet; then bearing N 19-47-15 W a distance of 204.15 feet; then bearing N 19-47-27 W a distance of 43.76 feet; then bearing N 19-52-18 W a distance of 522.31 feet; then bearing S 8-23-22 W a distance of 2.75 feet; then bearing S 17-27-18 W a distance of 2.17 feet; then bearing S 39-42-41 W a distance of 3.72 feet; then bearing S 18-17-3 E a distance of 3.17 feet; then bearing S 25-22-8 W a distance of 6.49 feet; then bearing S 32-6-15 W a distance of 11.34 feet; then bearing S 64-44-25 W a distance of 12.33 feet; then bearing S 69-8-37 W a distance of 3.34 feet; then bearing S 1-55-13 W a distance of 2.93 feet; then bearing S 76-35-58 W a distance of 7.92 feet; then bearing S 58-1-41 W a distance of 11.72 feet; then bearing S 38-4-0 W a distance of 5.03 feet; then bearing S 7-58-50 W a distance of 5.99 feet; then bearing S 46-19-48 W a distance of 5.49 feet; then bearing S 7-21-21 W a distance of 6.25 feet; then bearing S 18-11-56 W a distance of 16.83 feet; then bearing S 24-15-31 W a distance of 14.54 feet; then bearing S 38-50-31 W a distance of 8.61 feet; then bearing S 69-7-39 W a distance of 14.78 feet; then bearing S 69-33-21 W a distance of 14.24 feet; then bearing S 40-51-55 W a distance of 4.64 feet; then bearing N 78-2-25 W a distance of 5.7 feet; then bearing S 62-46-13 W a distance of 14.00 feet; then bearing S 56-46-24 W a distance of 17.44 feet; then bearing S 56-2-43 W a distance of 14.55 feet; then bearing S 65-12-18 W a distance of 12.63 feet; then bearing S 55-30-12 W a distance of 11.16 feet; then bearing S 78-11-9 W a distance of 8.03 feet; then bearing S 88-40-16 W a distance of 12.53 feet; then bearing S 65-21-56 W a distance of 13.23 feet; then bearing S 53-59-15 W a distance of 15.99 feet; then bearing S 46-39-14 W a distance of 5.91 feet; then bearing S 52-36-42 W a distance of 12.11 feet; then bearing S 64-55-24 W a distance of 16.19 feet; then bearing N 84-49-11 W a distance of 2.27 feet; then bearing N 82-2-33 W a distance of 9.14 feet; then bearing N 80-12-51 W a distance of 9.17 feet; then bearing N 89-53-5 W a distance of 5.45 feet; then bearing S 79-16-22 W a distance of 3.11 feet; then bearing N 89-89-4-56 W a distance of 4.32 feet; then bearing S 68-19-14 W a distance of 4.65 feet; then bearing S 31-55-54 W a distance of 3.86 feet; then bearing S 64-35-26 W a distance of 6.53 feet; then bearing N 71-8-51 W a distance of 10.04 feet; then bearing S 60-27-2 W a distance of 1.31 feet; then bearing S 12-52-6 E a distance of 3.70 feet; then bearing S 22-21-19 W a distance of 3.75 feet; then bearing S 6-57-33 W a distance of 4.10 feet; then bearing S 0-8-32 W a distance of 6.37 feet; then bearing S 21-58-23 W a distance of 4.10 feet; then bearing S 7-42-57 W a distance of 9.14 feet; then bearing S 9-51-24 W a distance of 6.18 feet; then bearing S 1-29-48 W a distance of 16.92 feet; then bearing S 22-47-42 W a distance of 20.74 feet; then bearing S 9-32-57 W a distance of 4.57 feet; then bearing S 27-57-19 W a distance of 7.18 feet; then bearing S 7-1-51 W a distance of 8.68 feet; then bearing S 29-1-19 E a distance of 3.40 feet; then bearing S 56-22-19 E a distance of 6.08 feet; then bearing S 21-45-46 E a distance of 5.77 feet; then bearing S 27-24-30 E a distance of 7.68 feet; then bearing S 11-51-22 E a distance of 9.33 feet; then bearing S 26-12-30 W a distance of 8.01 feet; then bearing S 24-54-22 W a distance of 6.35 feet; then bearing S 24-38-33 W a distance of 1.69 feet; then bearing S 76-55-18 W a distance of 0.97 feet; then bearing N 53-48-27 W a distance of 2.64 feet; then bearing S 60-38-5 W a distance of 4.39 feet; then bearing S 55-11-23 W a distance of 5.86 feet; then bearing S 70-43-36 W a distance of 2.98 feet; then bearing N 1-51-52 W a distance of 2.86 feet; then bearing N 68-49-0 E a distance of 8.55 feet; then bearing N 60-48-46 E a distance of 5.61 feet; then bearing N 25-56-31 E a distance of 7.24 feet; then bearing N 55-33-39 W a distance of 1.39 feet;

thence bearing N 7-48-59 W a distance of 3.22 feet; thence bearing N 11-21-51 W a distance of 6.49 feet; thence bearing N 2-53-33 E a distance of 2.09 feet; thence bearing N 21-50-22 W a distance of 5.72 feet; thence bearing N 48-29-2 W a distance of 6.32 feet; thence bearing N 46-15-29 W a distance of 10.68 feet; thence bearing N 57-12-8 W a distance of 3.64 feet; thence bearing N 29-4-42 W a distance of 2.21 feet; thence bearing N 69-17-19 E a distance of 1.86 feet; thence bearing N 12-1-52 W a distance of 2.71 feet; thence bearing N 18-12-38 E a distance of 5.46 feet; thence bearing N 29-56-46 E a distance of 16.43 feet; thence bearing N 15-37-58 E a distance of 9.98 feet; thence bearing N 5-57-24 E a distance of 7.38 feet; thence bearing N 11-22-54 E a distance of 12.45 feet; thence bearing N 4-58-32 E a distance of 8.83 feet; thence bearing N 1-11-7 E a distance of 11.16 feet; thence bearing N 26-6-51 W a distance of 3.98 feet; thence bearing N 31-2-9 W a distance of 3.33 feet; thence bearing N 0-4-26 E a distance of 3.04 feet; thence bearing N 28-0-0 E a distance of 2.83 feet; thence bearing N 13-42-30 E a distance of 8.23 feet; thence bearing N 20-36-35 E a distance of 9.55 feet; thence bearing N 24-23-22 E a distance of 3.23 feet; thence bearing N 5-53-26 W a distance of 6.87 feet; thence bearing N 24-20-40 E a distance of 3.82 feet; thence bearing N 18-35-29 E a distance of 7.06 feet; thence bearing N 12-32-13 W a distance of 0.65 feet; thence bearing N 64-19-10 E a distance of 4.82 feet; thence bearing N 38-39-55 E a distance of 7.72 feet; thence bearing N 62-21-4 E a distance of 3.73 feet; thence bearing S 75-31-12 E a distance of 2.31 feet; thence bearing N 52-35-9 E a distance of 3.71 feet; thence bearing N 76-7-2 E a distance of 4.52 feet; thence bearing N 86-56-14 E a distance of 10.90 feet; thence bearing N 85-6-34 E a distance of 8.59 feet; thence bearing N 45-57-55 E a distance of 9.56 feet; thence bearing N 60-8-25 E a distance of 15.72 feet; thence bearing N 54-12-20 E a distance of 15.55 feet; thence bearing N 51-49-43 E a distance of 19.72 feet; thence bearing N 67-33-23 E a distance of 7.16 feet; thence bearing N 68-52-51 E a distance of 24.74 feet; thence bearing N 68-22-10 E a distance of 14.67 feet; thence bearing N 82-54-50 E a distance of 19.05 feet; thence bearing N 56-58-52 E a distance of 10.74 feet; thence bearing N 37-38-0 E a distance of 8.49 feet; thence bearing N 15-15-50 E a distance of 5.91 feet; thence bearing N 3-56-16 W a distance of 5.93 feet; thence bearing N 57-1-14 E a distance of 7.20 feet; thence bearing N 3-34-6 W a distance of 9.23 feet; thence bearing N 35-46-46 W a distance of 4.53 feet; thence bearing S 82-52-35 W a distance of 7.04 feet; thence bearing N 5-59-10 W a distance of 4.70 feet; thence bearing N 64-36-41 W a distance of 0.84 feet; thence bearing N 71-51-51 W a distance of 4.55 feet; thence bearing N 15-23-0 E a distance of 3.62 feet; thence bearing N 63-48-59 E a distance of 8.23 feet; thence bearing N 41-8-52 E a distance of 2.57 feet; thence bearing N 32-8-2 E a distance of 8.89 feet; thence bearing N 18-39-35 E a distance of 14.36 feet; thence bearing N 28-14-26 E a distance of 14.52 feet; thence bearing N 26-7-27 E a distance of 17.15 feet; thence bearing N 8-29-11 E a distance of 10.51 feet; thence bearing N 6-56-4 W a distance of 7.18 feet; thence bearing N 1-25-41 E a distance of 5.22 feet; thence bearing N 7-55-46 W a distance of 5.74 feet; thence bearing N 28-15-28 E a distance of 3.85 feet; thence bearing N 9-30-15 E a distance of 6.41 feet; thence bearing N 6-41-52 E a distance of 6.46 feet; thence bearing N 11-9-35 E a distance of 7.69 feet; thence bearing N 14-5-31 E a distance of 12.25 feet; thence bearing N 2-54-17 W a distance of 13.00 feet; thence bearing N 25-16-34 W a distance of 7.75 feet; thence bearing N 42-34-10 W a distance of 12.98 feet; thence bearing N 30-40-24 W a distance of 9.96 feet; thence bearing N 41-16-6 W a distance of 7.59 feet; thence bearing N 71-26-12 E a distance of 2.30 feet; thence bearing N 70-43-5 E a distance of 9.54 feet; thence bearing N 81-11-18 E a distance of 14.92 feet; thence bearing N 67-26-13 E a distance of 8.59 feet; thence bearing N 58-48-9 E a distance of 11.39 feet; thence bearing N 42-49-27 E a distance of 7.82 feet; thence bearing N 24-5-24 E a distance of 7.77 feet; thence bearing N 44-56-53 E a distance of 4.73 feet; thence bearing N 23-12-17 E a distance of 7.15 feet; thence bearing N 17-47-7 E a distance of 6.93 feet; thence bearing N 21-40-29 E a distance of 4.91 feet; thence bearing N 57-57-26 E a distance of 5.37 feet; thence bearing N 45-6-8 E a distance of 10.74 feet; thence bearing N 50-24-18 E a distance of 16.54 feet; thence bearing N 39-17-43 E a distance of 4.88 feet; thence bearing N 35-57-54 E a distance of 9.03 feet; thence bearing N 61-16-25 E a distance of 4.13 feet; thence bearing N 44-57-44 E a distance of 11.25 feet; thence bearing N 40-12-49 E a distance of 13.88 feet; thence bearing N 8-48-0 W a distance of 4.59 feet; thence bearing N 83-20-39 E a distance of 3.50 feet; thence bearing N 59-19-1 E a distance of 5.18 feet; thence bearing N 51-42-22 E a distance of 10.03 feet; thence bearing N 23-51-32 E a distance of 9.15 feet; thence bearing N 48-1-40 W a distance of 4.67

feet; thence bearing N 46-32-59 W a distance of 9.48 feet; thence bearing N 84-48-36 E a distance of 2.72 feet; thence bearing S 70-46-49 E a distance of 9.18 feet; thence bearing S 74-36-57 E a distance of 3.82 feet; thence bearing N 27-31-30 E a distance of 3.71 feet; thence bearing N 78-8-51 E a distance of 3.39 feet; thence bearing N 24-24-2 E a distance of 11.20 feet; thence bearing N 32-36-11 W a distance of 6.53 feet; thence bearing S 76-9-23 E a distance of 1.49 feet; thence bearing N 84-24-44 E a distance of 4.29 feet; thence bearing N 30-52-56 E a distance of 7.13 feet; thence bearing N 3-40-36 E a distance of 5.29 feet; thence bearing N 27-32-53 E a distance of 16.41 feet; thence bearing N 21-0-15 E a distance of 16.60 feet; thence bearing N 29-13-9 E a distance of 11.88 feet; thence bearing N 20-23-38 E a distance of 13.07 feet; thence bearing N 6-26-6 E a distance of 13.58 feet; thence bearing N 3-41-5 E a distance of 4.32 feet; thence bearing N 39-53-38 W a distance of 6.02 feet; thence bearing N 15-7-28 E a distance of 4.16 feet; thence bearing S 54-49-14 E a distance of 6.27 feet; thence bearing S 78-58-10 E a distance of 5.23 feet; thence bearing N 29-12-4 E a distance of 6.39 feet; thence bearing N 36-40-10 E a distance of 11.30 feet; thence bearing N 1-52-16 E a distance of 5.59 feet; thence bearing N 33-4-17 W a distance of 2.38 feet; thence bearing S 63-34-28 E a distance of 4.03 feet; thence bearing S 43-35-55 E a distance of 4.49 feet; thence bearing N 64-42-31 E a distance of 12.01 feet; thence bearing S 53-56-58 W a distance of 3.23 feet; thence bearing N 56-29-2 E a distance of 11.15 feet; thence bearing N 40-38-52 E a distance of 9.52 feet; thence bearing N 14-2-23 E a distance of 5.05 feet; thence bearing N 39-27-31 E a distance of 10.57 feet; thence bearing N 32-54-52 E a distance of 12.97 feet; thence bearing N 13-35-21 E a distance of 6.69 feet; thence bearing N 6-1-6 E a distance of 3.59 feet; thence bearing N 39-5-44 E a distance of 11.52 feet; thence bearing N 16-48-10 E a distance of 5.90 feet; thence bearing N 23-10-5 E a distance of 17.91 feet; thence bearing N 5-40-0 E a distance of 6.10 feet; thence bearing N 39-52-27 E a distance of 3.95 feet; thence bearing N 25-28-35 W a distance of 5.26 feet; thence bearing N 24-46-55 W a distance of 3.29 feet; thence bearing N 77-6-5 W a distance of 4.44 feet; thence bearing N 43-17-38 E a distance of 4.18 feet; thence bearing N 20-11-20 E a distance of 2.16 feet; thence bearing N 24-6-8 W a distance of 2.40 feet; thence bearing N 8-54-27 W a distance of 4.68 feet; thence bearing N 29-21-43 W a distance of 4.60 feet; thence bearing N 86-46-46 W a distance of 8.07 feet; thence bearing N 35-29-16 W a distance of 4.77 feet; thence bearing N 0-6-40 E a distance of 2.16 feet; thence bearing S 73-57-43 E a distance of 1.51 feet; thence bearing S 62-29-0 E a distance of 3.30 feet; thence bearing N 81-40-56 E a distance of 3.44 feet; thence bearing N 28-52-19 E a distance of 4.48 feet; thence bearing N 23-24-30 W a distance of 3.97 feet; thence bearing N 22-56-2 E a distance of 9.48 feet; thence bearing N 73-26-38 E a distance of 9.24 feet; thence bearing N 35-3-46 E a distance of 14.90 feet; thence bearing N 56-3-20 W a distance of 1.69 feet; thence bearing S 85-51-50 W a distance of 1.42 feet; thence bearing S 82-31-30 W a distance of 6.52 feet; thence bearing N 89-18-0 W a distance of 4.09 feet; thence bearing N 10-37-21 W a distance of 2.04 feet; thence bearing N 13-2-19 E a distance of 5.63 feet; thence bearing N 45-0-32 E a distance of 3.92 feet; thence bearing N 43-31-15 E a distance of 11.48 feet; thence bearing N 72-36-22 E a distance of 3.31 feet; thence bearing N 62-32-7 E a distance of 3.46 feet; thence bearing S 80-57-9 E a distance of 13.52 feet; thence bearing N 48-15-16 E a distance of 11.15 feet; thence bearing N 7-45-24 W a distance of 3.35 feet; thence bearing N 22-33-38 E a distance of 8.95 feet; thence bearing N 4-49-10 E a distance of 6.98 feet; thence bearing N 25-47-51 W a distance of 0.90 feet; thence bearing N 68-45-13 W a distance of 4.49 feet; thence bearing N 64-35-7 E a distance of 2.05 feet; thence bearing N 9-45-6 E a distance of 2.14 feet; thence bearing N 34-13-48 W a distance of 5.37 feet; thence bearing N 46-0-26 W a distance of 6.19 feet; thence bearing N 49-26-30 E a distance of 4.63 feet; thence bearing N 53-39-37 E a distance of 6.16 feet; thence bearing N 65-38-20 E a distance of 6.19 feet; thence bearing N 41-12-49 E a distance of 10.73 feet; thence bearing N 77-21-52 E a distance of 7.92 feet; thence bearing N 56-59-57 E a distance of 3.88 feet; thence bearing N 56-8-40 E a distance of 8.27 feet; thence bearing S 70-15-48 E a distance of 2.12 feet; thence bearing N 87-59-17 E a distance of 2.25 feet; thence bearing N 61-35-4 E a distance of 4.47 feet; thence bearing N 30-50-58 E a distance of 7.70 feet; thence bearing N 64-34-42 E a distance of 2.50 feet; thence bearing N 0-9-41 W a distance of 3.08 feet; thence bearing N 52-0-31 E a distance of 4.00 feet; thence bearing N 49-53-31 E a distance of 7.02 feet; thence bearing N 45-54-33 E a distance of 4.21 feet; thence bearing N 8-26-50 W a distance of 5.11 feet; thence bearing N 17-14-12 E a distance of 5.53 feet; thence bearing N 38-10-12 E a distance of 5.14 feet;

thence bearing N 2-9-17 W a distance of 5.33 feet; thence bearing N 20-0-42 W a distance of 4.74 feet; thence bearing N 25-52-30 W a distance of 4.93 feet; thence bearing N 8-25-21 E a distance of 2.59 feet; thence bearing N 36-55-12 E a distance of 2.23 feet; thence bearing N 71-12-48 E a distance of 3.05 feet; thence bearing N 41-46-14 W a distance of 6.45 feet; thence bearing N 8-29-42 W a distance of 4.23 feet; thence bearing N 38-30-51 E a distance of 3.33 feet; thence bearing S 65-27-34 E a distance of 1.88 feet; thence bearing N 63-19-25 E a distance of 2.35 feet; thence bearing N 1-44-40 W a distance of 22.67 feet; thence bearing N 40-18-15 W a distance of 6.18 feet; thence bearing N 48-36-1 W a distance of 10.71 feet; thence bearing N 15-34-13 W a distance of 5.67 feet; thence bearing N 67-49-10 W a distance of 7.68 feet; thence bearing N 31-8-40 W a distance of 3.15 feet; thence bearing N 18-35-22 W a distance of 3.88 feet; thence bearing N 28-39-14 W a distance of 10.18 feet; thence bearing N 25-24-11 W a distance of 8.46 feet; thence bearing N 1-36-10 E a distance of 3.62 feet; thence bearing N 30-29-29 E a distance of 4.91 feet; thence bearing N 3-27-4 W a distance of 15.06 feet; thence bearing N 27-17-16 W a distance of 11.96 feet; thence bearing N 39-52-18 W a distance of 4.79 feet; thence bearing N 86-57-21 W a distance of 6.88 feet; thence bearing N 65-26-3 W a distance of 10.11 feet; thence bearing N 7-18-16 E a distance of 3.19 feet; thence bearing N 78-2-26 W a distance of 5.14 feet; thence bearing N 52-40-14 W a distance of 8.28 feet; thence bearing N 5-7-7 E a distance of 7.29 feet; thence bearing N 75-53-34 W a distance of 10.03 feet; thence bearing N 51-50-4 W a distance of 9.44 feet; thence bearing N 51-33-8 W a distance of 9.43 feet; thence bearing N 34-19-9 W a distance of 19.02 feet; thence bearing N 60-8-52 W a distance of 7.32 feet; thence bearing N 25-57-20 W a distance of 28.64 feet; thence bearing N 49-18-9 W a distance of 9.62 feet; thence bearing N 70-34-53 W a distance of 8.67 feet; thence bearing N 84-57-33 W a distance of 10.89 feet; thence bearing S 77-14-27 W a distance of 10.70 feet; thence bearing S 74-12-32 W a distance of 13.70 feet; thence bearing S 75-38-37 W a distance of 15.62 feet; thence bearing S 53-7-14 W a distance of 12.24 feet; thence bearing S 56-16-30 W a distance of 1.38 feet; thence bearing N 68-12-17 W a distance of 3.85 feet; thence bearing S 25-20-34 W a distance of 7.21 feet; thence bearing S 8-57-27 W a distance of 7.11 feet; thence bearing S 30-10-29 E a distance of 4.74 feet; thence bearing S 12-44-27 W a distance of 13.53 feet; thence bearing S 3-57-35 W a distance of 2.10 feet; thence bearing S 64-0-41 W a distance of 11.67 feet; thence bearing S 83-22-31 W a distance of 8.58 feet; thence bearing N 40-50-37 W a distance of 9.57 feet; thence bearing S N 34-51-30 W a distance of 5.49 feet; thence bearing N 52-1-48 W a distance of 4.12 feet; thence bearing S 25-48-18 W a distance of 4.31 feet; thence bearing S 74-34-30 W a distance of 15.62 feet; thence bearing S 1-13-27 E a distance of 5.70 feet; thence bearing S 21-47-34 E a distance of 5.47 feet; thence bearing S 32-0-43 W a distance of 10.50 feet; thence bearing S 20-3-27 W a distance of 10.62 feet; thence bearing N 24-54-28 W a distance of 4.77 feet; thence bearing N 46-40-22 W a distance of 1.63 feet; thence bearing N 77-21-27 W a distance of 8.61 feet; thence bearing S 57-30-20 W a distance of 18.96 feet; thence bearing S 69-40-10 W a distance of 9.18 feet; thence bearing N 87-19-44 W a distance of 6.07 feet; thence bearing N 31-58-41 W a distance of 7.57 feet; thence bearing S 83-57-9 W a distance of 6.07 feet; thence bearing S 46-20-29 W a distance of 8.95 feet; thence bearing S 47-58-31 W a distance of 5.55 feet; thence bearing S 66-25-57 W a distance of 4.05 feet; thence bearing S 56-0-51 W a distance of 4.75 feet; thence bearing N 81-51-22 W a distance of 6.84 feet; thence bearing S 76-15-14 W a distance of 0.77 feet; thence bearing S 60-30-15 W a distance of 5.26 feet; thence bearing S 33-49-19 W a distance of 6.82 feet; thence bearing S 56-5-50 W a distance of 20.15 feet; thence bearing S 81-33-22 W a distance of 19.75 feet; thence bearing S 74-24-29 W a distance of 3.19 feet; thence bearing N 86-47-8 W a distance of 7.22 feet; thence bearing S 26-14-13 W a distance of 4.87 feet; thence bearing N 80-16-57 W a distance of 2.30 feet; thence bearing N 59-55-29 W a distance of 7.63 feet; thence bearing S 9-22-35 W a distance of 6.80 feet; thence bearing S 37-15-14 W a distance of 0.41 feet; thence bearing N 9-40-41 W a distance of 3.79 feet; thence bearing N 50-31-56 W a distance of 10.40 feet; thence bearing S 29-3-28 W a distance of 5.57 feet; thence bearing N 55-14-51 W a distance of 13.34 feet; thence bearing N 35-21-24 E a distance of 3.29 feet; thence bearing N 69-50-15 E a distance of 8.61 feet; thence bearing N 9-40-49 E a distance of 16.68 feet; thence bearing N 50-56-15 E a distance of 10.88 feet; thence bearing N 1-3-10 W a distance of 9.78 feet; thence bearing N 2-13-31 W a distance of 6.68 feet; thence bearing N 71-31-19 W a distance of 7.02 feet; thence bearing S 12-6-33 W a distance of 6.43

feet; thence bearing N 0-13-53 W a distance of 11.47 feet; thence bearing N 87-25-59 W a distance of 10.27 feet; thence bearing N 52-15-58 E a distance of 13.17 feet; thence bearing S 70-31-6 E a distance of 6.05 feet; thence bearing N 46-8-44 W a distance of 4.94 feet; thence bearing N 0-46-32 W a distance of 6.11 feet; thence bearing N 3-45-9 E a distance of 4.10 feet; thence bearing N 6-25-9 E a distance of 2.91 feet; thence bearing N 60-19-29 E a distance of 12.00 feet; thence bearing N 58-31-53 E a distance of 6.67 feet; thence bearing N 72-56-9 E a distance of 8.61 feet; thence bearing N 36-32-18 E a distance of 13.28 feet; thence bearing N 68-47-4 E a distance of 9.22 feet; thence bearing N 53-31-31 E a distance of 11.16 feet; thence bearing N 48-27-19 E a distance of 14.90 feet; thence bearing N 59-12-33 E a distance of 11.41 feet; thence bearing N 37-58-3 E a distance of 9.27 feet; thence bearing N 11-14-20 E a distance of 5.22 feet; thence bearing N 37-5-39 E a distance of 8.64 feet; thence bearing N 8-54-10 W a distance of 5.01 feet; thence bearing S 35-6-19 E a distance of 4.72 feet; thence bearing N 83-20-40 E a distance of 2.17 feet; thence bearing N 4-38-46 E a distance of 1.12 feet; thence bearing N 20-43-45 W a distance of 5.18 feet; thence bearing S 62-56-33 E a distance of 3.75 feet; thence bearing N 58-11-39 E a distance of 3.62 feet; thence bearing N 43-17-4 E a distance of 15.94 feet; thence bearing N 25-33-19 E a distance of 4.03 feet; thence bearing N 11-39-46 E a distance of 2.93 feet; thence bearing N 1-16-6 W a distance of 5.05 feet; thence bearing N 23-10-42 W a distance of 12.15 feet; thence bearing N 19-35-35 W a distance of 7.13 feet; thence bearing N 88-10-31 E a distance of 2.40 feet; thence bearing S 60-42-19 E a distance of 3.13 feet; thence bearing S 25-47-27 E a distance of 6.32 feet; thence bearing S 37-16-11 E a distance of 1.80 feet; thence bearing S 65-19-1 E a distance of 6.47 feet; thence bearing N 17-23-29 E a distance of 8.43 feet; thence bearing N 16-16-48 E a distance of 9.51 feet; thence bearing N 38-37-6 E a distance of 7.49 feet; thence bearing S 70-52-19 E a distance of 4.68 feet; thence bearing N 13-53-53 E a distance of 5.10 feet; thence bearing N 15-55-48 W a distance of 8.93 feet; thence bearing N 75-29-32 W a distance of 10.99 feet; thence bearing N 60-38-6 W a distance of 3.50 feet; thence bearing N 35-51-4 E a distance of 8.14 feet; thence bearing N 76-19-52 E a distance of 8.98 feet; thence bearing S 26-25-27 E a distance of 7.30 feet; thence bearing S 81-23-12 E a distance of 3.00 feet; thence bearing N 14-12-37 E a distance of 7.39 feet; thence bearing N 3-48-42 W a distance of 8.35 feet; thence bearing N 81-36-23 W a distance of 6.38 feet; thence bearing N 66-7-58 W a distance of 10.44 feet; thence bearing N 1-57-38 W a distance of 3.99 feet; thence bearing N 28-36-3 E a distance of 6.47 feet; thence bearing N 84-21-51 E a distance of 4.49 feet; thence bearing N 88-41-20 E a distance of 2.64 feet; thence bearing S 60-40-26 E a distance of 1.47 feet; thence bearing S 65-9-57 E a distance of 7.82 feet; thence bearing N 15-7-58 W a distance of 9.07 feet; thence bearing N 8-22-3 E a distance of 9.81 feet; thence bearing N 2-10-34 W a distance of 6.99 feet; thence bearing N 16-39-54 W a distance of 7.29 feet; thence bearing N 47-54-9 W a distance of 6.83 feet; thence bearing N 29-46-56 W a distance of 4.47 feet; thence bearing N 20-23-43 E a distance of 3.80 feet; thence bearing N 5-17-19 W a distance of 9.44 feet; thence bearing N 19-12-47 W a distance of 11.70 feet; thence bearing N 26-44-33 W a distance of 13.52 feet; thence bearing N 22-45-28 W a distance of 16.72 feet; thence bearing N 31-34-49 W a distance of 12.69 feet; thence bearing N 47-31-55 W a distance of 11.79 feet; thence bearing S 81-42-31 W a distance of 3.61 feet; thence bearing S 53-30-44 W a distance of 5.78 feet; thence bearing N 18-19-25 E a distance of 3.02 feet; thence bearing N 37-32-27 E a distance of 10.37 feet; thence bearing N 14-30-56 E a distance of 5.57 feet; thence bearing N 1-29-18 W a distance of 12.61 feet; thence bearing N 33-33-2 W a distance of 8.93 feet; thence bearing N 2-38-35 W a distance of 4.12 feet; thence bearing N 18-30-30 W a distance of 12.13 feet; thence bearing N 42-53-11 E a distance of 10.26 feet; thence bearing N 22-22-23 E a distance of 11.41 feet; thence bearing N 13-28-5 W a distance of 11.50 feet; thence bearing N 20-6-37 W a distance of 9.70 feet; thence bearing N 39-42-15 W a distance of 5.92 feet; thence bearing N 21-11-54 W a distance of 8.55 feet; thence bearing N 10-35-14 W a distance of 11.30 feet; thence bearing N 11-27-26 W a distance of 15.48 feet; thence bearing N 15-54-53 W a distance of 6.34 feet; thence bearing N 5-59-32 W a distance of 5.35 feet; thence bearing N 22-47-23 W a distance of 4.55 feet; thence bearing N 69-52-29 W a distance of 9.42 feet; thence bearing S 86-9-54 W a distance of 4.46 feet; thence bearing N 71-55-24 W a distance of 12.72 feet; thence bearing N 44-20-13 W a distance of 17.68 feet; thence bearing N 38-53-34 W a distance of 21.58 feet; thence bearing N 42-50-59 W a distance of 26.06 feet; thence bearing N 57-48-18 W a distance of 9.72 feet; thence

bearing N 77-29-36 W a distance of 13.27 feet; thence bearing N 83-43-32 W a distance of 9.56 feet; thence bearing S 83-21-5 W a distance of 8.21 feet; thence bearing N 1-29-1 E a distance of 6.38 feet; thence bearing N 6-58-1 W a distance of 28.60 feet; thence bearing N 20-23-47 W a distance of 13.35 feet; thence bearing N 22-37-50 W a distance of 8.27 feet; thence bearing N 26-47-2 W a distance of 18.54 feet; thence bearing N 46-53-24 W a distance of 15.98 feet; thence bearing N 63-30-29 W a distance of 16.71 feet; thence bearing N 71-42-31 W a distance of 16.43 feet; thence bearing N 81-30-17 W a distance of 15.71 feet; thence bearing N 67-13-50 W a distance of 16.21 feet; thence bearing N 51-13-41 W a distance of 14.19 feet; thence bearing N 41-39-29 W a distance of 20.45 feet; thence bearing N 16-48-19 W a distance of 22.50 feet; thence bearing N 18-43-12 W a distance of 28.56 feet; thence bearing N 23-28-33 W a distance of 14.82 feet; thence bearing N 62-6-43 W a distance of 13.16 feet; thence bearing S 71-45-48 W a distance of 11.15 feet; thence bearing N 89-11-7 W a distance of 7.22 feet; thence bearing N 73-26-36 W a distance of 27.54 feet; thence bearing N 68-27-21 W a distance of 19.82 feet; thence bearing N 58-58-23 W a distance of 26.82 feet; thence bearing N 28-20-33 W a distance of 10.64 feet; thence bearing N 33-26-6 W a distance of 5.54 feet; thence bearing N 55-8-21 W a distance of 3.18 feet; thence bearing N 16-27-57 W a distance of 11.38 feet; thence bearing N 39-9-23 W a distance of 13.30 feet; thence bearing N 19-11-50 W a distance of 5.43 feet; thence bearing N 10-46-46 W a distance of 4.47 feet; thence bearing S 40-1-7 E a distance of 6.66 feet; thence bearing S 60-32-49 E a distance of 8.64 feet; thence bearing S 71-33-42 E a distance of 9.12 feet; thence bearing N 50-30-30 E a distance of 7.36 feet; thence bearing S 57-54-22 W a distance of 4.37 feet; thence bearing N 14-58-27 W a distance of 6.36 feet; thence bearing N 55-48-36 E a distance of 3.72 feet; thence bearing N 24-10-8 E a distance of 7.01 feet; thence bearing N 17-36-40 W a distance of 3.85 feet; thence bearing N 28-18-31 W a distance of 6.56 feet; thence bearing N 29-26-9 E a distance of 10.47 feet; thence bearing N 3-45-37 E a distance of 4.92 feet; thence bearing N 36-38-57 W a distance of 2.77 feet; thence bearing N 30-31-33 W a distance of 3.67 feet; thence bearing N 72-20-15 W a distance of 4.28 feet; thence bearing N 71-23-36 W a distance of 4.42 feet; thence bearing N 86-10-31 W a distance of 4.69 feet; thence bearing S 55-41-52 W a distance of 6.33 feet; thence bearing S 50-34-56 W a distance of 4.61 feet; thence bearing S 78-5-24 W a distance of 11.28 feet; thence bearing N 79-50-47 W a distance of 8.58 feet; thence bearing N 51-35-58 W a distance of 15.58 feet; thence bearing S 83-37-18 W a distance of 3.86 feet; thence bearing N 29-4-0 W a distance of 12.90 feet; thence bearing N 33-21-13 W a distance of 10.25 feet; thence bearing N 32-43-51 W a distance of 5.93 feet; thence bearing N 59-11-10 W a distance of 3.74 feet; thence bearing N 3-15-57 W a distance of 2.25 feet; thence bearing N 42-16-45 W a distance of 8.39 feet; thence bearing N 43-8-53 W a distance of 5.77 feet; thence bearing N 28-12-48 W a distance of 13.82 feet; thence bearing N 0-13-1 W a distance of 8.90 feet; thence bearing N 25-14-13 E a distance of 15.00 feet; thence bearing N 14-5-49 W a distance of 7.97 feet; thence bearing N 11-33-25 W a distance of 22.29 feet; thence bearing N 13-26-49 E a distance of 9.06 feet; thence bearing N 10-57-9 W a distance of 8.07 feet; thence bearing N 16-38-50 W a distance of 10.83 feet; thence bearing N 29-52-47 W a distance of 11.45 feet; thence bearing N 19-31-19 W a distance of 5.83 feet; thence bearing N 21-13-21 W a distance of 14.21 feet; thence bearing N 16-25-39 W a distance of 7.19 feet; thence bearing S 42-54-4 E a distance of 5.05 feet; thence bearing S 32-10-8 E a distance of 2.32 feet; thence bearing S 76-57-53 E a distance of 1.77 feet; thence bearing S 25-18-12 E a distance of 4.43 feet; thence bearing S 14-31-19 E a distance of 4.06 feet; thence bearing S 21-40-49 E a distance of 4.04 feet; thence bearing S 18-29-6 E a distance of 9.26 feet; thence bearing S 32-59-41 E a distance of 9.30 feet; thence bearing S 17-13-39 E a distance of 9.86 feet; thence bearing S 18-37-27 E a distance of 4.91 feet; thence bearing S 0-13-24 W a distance of 5.72 feet; thence bearing S 27-38-15 W a distance of 5.08 feet; thence bearing S 12-41-14 E a distance of 8.36 feet; thence bearing S 9-26-47 E a distance of 16.13 feet; thence bearing S 6-51-44 E a distance of 13.82 feet; thence bearing S 28-23-29 W a distance of 11.93 feet; thence bearing S 1-7-58 W a distance of 5.45 feet; thence bearing S 24-22-15 E a distance of 8.59 feet; thence bearing S 36-28-32 E a distance of 9.64 feet; thence bearing S 39-28-28 E a distance of 12.26 feet; thence bearing S 40-30-31 E a distance of 7.68 feet; thence bearing S 39-46-12 E a distance of 9.89 feet; thence bearing S 18-59-5 E a distance of 5.95 feet; thence bearing S 49-49-52 E a distance of 7.62 feet; thence bearing S 71-13-38 E a distance of 3.42 feet; thence bearing S 42-20-43 E

a distance of 6.95 feet; thence bearing S 57-58-6 E a distance of 4.34 feet; thence bearing S 56-21-17 E a distance of 5.15 feet; thence bearing S 88-54-4 E a distance of 5.67 feet; thence bearing N 53-44-18 E a distance of 12.65 feet; thence bearing N 62-47-8 E a distance of 5.51 feet; thence bearing N 67-19-39 E a distance of 5.69 feet; thence bearing S 69-15-13 E a distance of 11.05 feet; thence bearing S 77-22-59 E a distance of 3.96 feet; thence bearing S 66-5-26 E a distance of 4.24 feet; thence bearing S 21-4-4 E a distance of 4.81 feet; thence bearing S 6-5-48 E a distance of 7.27 feet; thence bearing S 4-56-34 W a distance of 8.33 feet; thence bearing S 3-15-3 W a distance of 4.09 feet; thence bearing S 1-53-26 W a distance of 4.25 feet; thence bearing S 41-10-34 E a distance of 9.67 feet; thence bearing S 74-19-51 E a distance of 4.90 feet; thence bearing N 44-36-11 W a distance of 7.32 feet; thence bearing N 10-14-44 W a distance of 11.22 feet; thence bearing N 15-49-38 E a distance of 9.44 feet; thence bearing N 86-34-41 E a distance of 12.37 feet; thence bearing N 1-46-23 E a distance of 3.31 feet; thence bearing N 29-30-20 W a distance of 7.62 feet; thence bearing N 16-57-29 W a distance of 6.55 feet; thence bearing N 57-52-12 W a distance of 7.05 feet; thence bearing N 65-10-33 W a distance of 10.58 feet; thence bearing N 23-42-57 E a distance of 5.50 feet; thence bearing N 24-4-3 W a distance of 4.80 feet; thence bearing N 68-7-50 E a distance of 3.06 feet; thence bearing S 51-23-49 E a distance of 5.35 feet; thence bearing S 54-42-30 E a distance of 5.98 feet; thence bearing S 59-56-8 E a distance of 11.20 feet; thence bearing S 47-14-10 E a distance of 12.53 feet; thence bearing N 30-3-46 W a distance of 22.82 feet; thence bearing N 30-22-57 E a distance of 18.48 feet; thence bearing N 31-9-55 W a distance of 2.60 feet; thence bearing N 21-12-51 E a distance of 3.23 feet; thence bearing N 38-34-7 E a distance of 0.58 feet; thence bearing N 52-25-23 W a distance of 1.55 feet; thence bearing N 42-8-20 W a distance of 5.71 feet; thence bearing S 35-27-20 W a distance of 2.05 feet; thence bearing S 29-41-27 E a distance of 2.38 feet; thence bearing S 23-35-38 W a distance of 0.90 feet; thence bearing S 41-57-48 W a distance of 3.36 feet; thence bearing S 71-35-30 W a distance of 2.30 feet; thence bearing N 10-28-37 E a distance of 5.94 feet; thence bearing N 14-59-51 E a distance of 5.35 feet; thence bearing N 38-52-49 W a distance of 1.90 feet; thence bearing S 57-43-11 W a distance of 3.47 feet; thence bearing S 76-13-22 W a distance of 2.45 feet; thence bearing N 84-43-49 W a distance of 5.81 feet; thence bearing N 34-8-38 W a distance of 2.93 feet; thence bearing N 58-31-59 E a distance of 1.61 feet; thence bearing N 65-59-10 E a distance of 3.90 feet; thence bearing N 89-27-4 E a distance of 2.65 feet; thence bearing N 28-31-10 W a distance of 4.77 feet; thence bearing N 69-3-4 W a distance of 4.12 feet; thence bearing S 54-42-4 W a distance of 1.99 feet; thence bearing N 28-27-16 W a distance of 4.27 feet; thence bearing N 57-57-35 W a distance of 5.06 feet; thence bearing N 62-18-49 E a distance of 0.37 feet; thence bearing N 36-45-50 W a distance of 5.28 feet; thence bearing S 52-52-49 W a distance of 2.87 feet; thence bearing S 8-5-50 E a distance of 6.36 feet; thence bearing S 32-58-1 W a distance of 2.38 feet; thence bearing N 22-45-24 W a distance of 3.09 feet; thence bearing N 24-11-36 W a distance of 7.40 feet; thence bearing N 3-50-49 E a distance of 0.70 feet; thence bearing N 26-47-46 W a distance of 7.01 feet; thence bearing S 62-10-43 E a distance of 8.65 feet; thence bearing S 81-36-6 E a distance of 1.62 feet; thence bearing N 9-44-21 E a distance of 4.15 feet; thence bearing N 9-26-7 E a distance of 2.52 feet; thence bearing N 35-7-20 E a distance of 10.54 feet; thence bearing N 51-55-1 W a distance of 6.03 feet; thence bearing N 75-31-37 W a distance of 6.63 feet; thence bearing N 49-19-27 W a distance of 10.12 feet; thence bearing N 32-57-26 W a distance of 7.14 feet; thence bearing N 27-7-25 W a distance of 10.28 feet; thence bearing N 7-41-45 W a distance of 16.24 feet; thence bearing S 27-1-49 E a distance of 5.65 feet; thence bearing S 5-47-53 E a distance of 7.34 feet; thence bearing S 26-51-12 E a distance of 4.24 feet; thence bearing S 26-45-24 E a distance of 14.70 feet; thence bearing S 53-26-16 E a distance of 7.20 feet; thence bearing S 85-22-50 E a distance of 6.20 feet; thence bearing S 50-21-55 E a distance of 6.99 feet; thence bearing S 38-1-5 E a distance of 7.91 feet; thence bearing S 31-15-45 W a distance of 14.18 feet; thence bearing S 67-35-1 E a distance of 14.00 feet; thence bearing S 65-13-8 E a distance of 18.54 feet; thence bearing S 40-17-9 E a distance of 13.25 feet; thence bearing S 84-36-12 E a distance of 9.26 feet; thence bearing S 45-34-54 E a distance of 6.29 feet; thence bearing S 21-15-0 W a distance of 9.93 feet; thence bearing S 24-26-13 E a distance of 13.39 feet; thence bearing S 42-13-12 E a distance of 27.19 feet; thence bearing S 34-3-24 E a distance of 19.44 feet; thence bearing S 46-51-10 E a distance of 24.15 feet; thence bearing S 49-55-43 E a distance of 17.06 feet; thence bearing S 79-45-3 E a distance of 12.13

feet; thence bearing N 4-8-2 E a distance of 12.21 feet; thence bearing S 72-2-41 E a distance of 9.72 feet; thence bearing N 27-33-6 W a distance of 653.01 feet; thence bearing N 25-57-39 W a distance of 911.29 feet; thence bearing N 38-53-1 W a distance of 1554.56 feet; thence bearing S 53-16-37 W a distance of 718.16 feet; thence bearing S 53-9-46 W a distance of 280.46 feet; to the point of beginning and containing 687.75 Acres, all as shown on survey entitled "Boundary Survey of Seven Oaks Farms, LLC" by Andrew O. Lawrence with Lawrence Associates dated August 1, 2013 to which survey referencets made for a more particular description of the property.

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT AN EXISTING CONCRETE MONUMENT ON THE SOUTH EASTERN R/W OF ARMSTRONG ROAD (NC HWY 273), AND HAVING GRID COORDINATES OF N: 519416.74', E: 1390224.71'; AND BEING N 62°11'06" E A DISTANCE OF 5,938.91 FEET FROM NCGS MONUMENT "WYLIE". ALSO BEING LOCATED N 84°21'10" E A DISTANCE OF 77.26 FEET FROM AN EXISTING CONCRETE MONUMENT ON THE NORTH WESTERN R/W OF ARMSTRONG ROAD (NC HWY 273).

THENCE FROM THE POINT OF BEGINNING, N 84°17'03" E A DISTANCE OF 55.22 FEET TO A SET #4 REBAR;

THENCE N 84°17'03" E A DISTANCE OF 297.94 FEET TO AN EXISTING REBAR;
THENCE N 84°16'17" E A DISTANCE OF 207.01 FEET TO AN EXISTING REBAR;
THENCE N 84°14'22" E A DISTANCE OF 177.48 FEET TO AN EXISTING REBAR;
THENCE N 84°24'05" E A DISTANCE OF 162.82 FEET TO AN EXISTING REBAR;
THENCE N 84°17'31" E A DISTANCE OF 154.65 FEET TO AN EXISTING REBAR;
THENCE N 84°12'34" E A DISTANCE OF 445.20 FEET TO A POINT;

THENCE THE FOLLOWING 717 COURSES AND DISTANCES FOLLOWING THE DUKE ENERGY PROJECT BOUNDARY, WHICH IS THE 569.4' MSL CONTOUR:

S 51°47'23" W A DISTANCE OF 0.75 FEET;
THENCE S 15°26'06" E A DISTANCE OF 10.67 FEET;
THENCE S 45°48'56" W A DISTANCE OF 5.42 FEET;
THENCE S 13°40'00" E A DISTANCE OF 9.22 FEET;
THENCE S 06°45'15" E A DISTANCE OF 24.64 FEET;
THENCE S 15°08'56" W A DISTANCE OF 2.93 FEET;
THENCE S 15°08'56" W A DISTANCE OF 12.96 FEET;
THENCE S 19°56'00" W A DISTANCE OF 12.86 FEET;
THENCE S 36°32'40" W A DISTANCE OF 14.99 FEET;
THENCE S 22°56'24" W A DISTANCE OF 9.05 FEET;
THENCE S 28°22'19" W A DISTANCE OF 17.00 FEET;
THENCE S 18°28'45" W A DISTANCE OF 32.05 FEET;
THENCE S 76°49'04" W A DISTANCE OF 3.47 FEET;
THENCE N 84°20'06" W A DISTANCE OF 15.16 FEET;
THENCE S 40°55'02" W A DISTANCE OF 15.44 FEET;
THENCE S 04°43'03" W A DISTANCE OF 19.85 FEET;
THENCE S 48°55'16" E A DISTANCE OF 4.83 FEET;
THENCE S 39°10'58" W A DISTANCE OF 4.06 FEET;
THENCE S 83°35'53" W A DISTANCE OF 13.70 FEET;
THENCE N 85°31'57" W A DISTANCE OF 7.23 FEET;
THENCE S 32°11'41" W A DISTANCE OF 6.56 FEET;
THENCE S 36°31'33" W A DISTANCE OF 18.59 FEET;

THENCE S 30°33'07" W A DISTANCE OF 9.63 FEET;
THENCE S 30°33'07" W A DISTANCE OF 2.96 FEET;
THENCE S 11°28'38" E A DISTANCE OF 11.83 FEET;
THENCE S 40°25'44" E A DISTANCE OF 7.17 FEET;
THENCE N 20°09'30" E A DISTANCE OF 1.27 FEET;
THENCE S 02°10'13" W A DISTANCE OF 8.31 FEET;
THENCE S 28°06'45" W A DISTANCE OF 10.84 FEET;
THENCE S 57°34'01" W A DISTANCE OF 6.45 FEET;
THENCE S 50°52'24" W A DISTANCE OF 12.74 FEET;
THENCE S 49°11'46" W A DISTANCE OF 20.87 FEET;
THENCE S 38°31'04" W A DISTANCE OF 8.46 FEET;
THENCE S 43°36'04" W A DISTANCE OF 7.98 FEET;
THENCE S 62°56'10" W A DISTANCE OF 16.11 FEET;
THENCE S 44°23'36" W A DISTANCE OF 11.47 FEET;
THENCE S 22°12'04" W A DISTANCE OF 19.22 FEET;
THENCE S 43°23'32" W A DISTANCE OF 5.28 FEET;
THENCE S 48°01'53" W A DISTANCE OF 6.87 FEET;
THENCE S 03°27'36" E A DISTANCE OF 7.71 FEET;
THENCE S 05°19'44" E A DISTANCE OF 13.71 FEET;
THENCE S 71°41'11" W A DISTANCE OF 10.90 FEET;
THENCE S 71°44'25" W A DISTANCE OF 10.20 FEET;
THENCE S 55°19'59" W A DISTANCE OF 10.56 FEET;
THENCE S 57°27'14" W A DISTANCE OF 7.70 FEET;
THENCE S 27°40'23" W A DISTANCE OF 8.96 FEET;
THENCE S 56°30'51" E A DISTANCE OF 5.99 FEET;
THENCE S 07°27'59" W A DISTANCE OF 4.64 FEET;
THENCE S 15°17'19" W A DISTANCE OF 8.12 FEET;
THENCE S 38°01'10" W A DISTANCE OF 6.56 FEET;
THENCE S 14°01'50" W A DISTANCE OF 11.47 FEET;
THENCE S 09°40'22" W A DISTANCE OF 12.59 FEET;
THENCE S 10°07'11" W A DISTANCE OF 13.59 FEET;
THENCE S 44°02'23" W A DISTANCE OF 9.00 FEET;
THENCE S 06°37'26" E A DISTANCE OF 12.13 FEET;
THENCE S 22°38'34" W A DISTANCE OF 17.64 FEET;
THENCE S 22°59'20" W A DISTANCE OF 11.60 FEET;
THENCE S 57°30'00" W A DISTANCE OF 6.41 FEET;
THENCE N 74°26'20" W A DISTANCE OF 23.18 FEET;
THENCE S 78°24'14" W A DISTANCE OF 5.60 FEET;
THENCE N 49°10'48" W A DISTANCE OF 5.09 FEET;
THENCE S 63°44'38" W A DISTANCE OF 7.23 FEET;
THENCE S 78°59'04" W A DISTANCE OF 4.06 FEET;
THENCE N 12°05'10" W A DISTANCE OF 8.56 FEET;
THENCE S 60°17'00" W A DISTANCE OF 4.00 FEET;
THENCE N 64°23'17" W A DISTANCE OF 12.57 FEET;
THENCE S 44°40'07" W A DISTANCE OF 11.79 FEET;
THENCE N 63°27'56" W A DISTANCE OF 8.71 FEET;
THENCE N 77°48'19" W A DISTANCE OF 6.78 FEET;
THENCE S 36°13'37" W A DISTANCE OF 9.92 FEET;

THENCE S 03°36'49" E A DISTANCE OF 7.36 FEET;
THENCE S 53°11'03" W A DISTANCE OF 3.29 FEET;
THENCE N 41°56'00" W A DISTANCE OF 2.87 FEET;
THENCE N 41°34'17" W A DISTANCE OF 5.35 FEET;
THENCE N 43°19'12" W A DISTANCE OF 3.45 FEET;
THENCE N 75°14'58" W A DISTANCE OF 1.68 FEET;
THENCE S 14°19'05" W A DISTANCE OF 4.65 FEET;
THENCE S 12°21'58" E A DISTANCE OF 4.87 FEET;
THENCE S 33°51'48" E A DISTANCE OF 8.53 FEET;
THENCE N 38°13'44" W A DISTANCE OF 4.78 FEET;
THENCE N 58°47'09" W A DISTANCE OF 8.16 FEET;
THENCE S 82°22'58" W A DISTANCE OF 5.95 FEET;
THENCE S 53°42'47" E A DISTANCE OF 6.57 FEET;
THENCE S 65°58'25" E A DISTANCE OF 19.51 FEET;
THENCE S 31°57'03" E A DISTANCE OF 7.59 FEET;
THENCE S 03°09'09" W A DISTANCE OF 10.89 FEET;
THENCE S 37°18'21" E A DISTANCE OF 12.67 FEET;
THENCE S 30°44'06" E A DISTANCE OF 17.30 FEET;
THENCE S 33°33'39" E A DISTANCE OF 26.68 FEET;
THENCE S 48°57'43" E A DISTANCE OF 12.24 FEET;
THENCE S 19°51'19" E A DISTANCE OF 3.26 FEET;
THENCE S 19°51'19" E A DISTANCE OF 6.99 FEET;
THENCE S 11°47'38" E A DISTANCE OF 9.34 FEET;
THENCE S 17°32'22" E A DISTANCE OF 8.90 FEET;
THENCE S 17°11'23" E A DISTANCE OF 8.82 FEET;
THENCE S 34°37'32" E A DISTANCE OF 6.81 FEET;
THENCE S 66°15'33" E A DISTANCE OF 10.01 FEET;
THENCE S 11°02'39" E A DISTANCE OF 12.09 FEET;
THENCE S 31°23'56" E A DISTANCE OF 4.76 FEET;
THENCE S 19°30'17" E A DISTANCE OF 5.82 FEET;
THENCE S 24°18'28" W A DISTANCE OF 4.57 FEET;
THENCE S 19°09'45" E A DISTANCE OF 6.70 FEET;
THENCE S 33°31'05" E A DISTANCE OF 12.75 FEET;
THENCE S 77°18'39" E A DISTANCE OF 4.78 FEET;
THENCE N 63°49'02" E A DISTANCE OF 6.22 FEET;
THENCE S 68°45'21" E A DISTANCE OF 5.41 FEET;
THENCE S 58°29'34" W A DISTANCE OF 1.80 FEET;
THENCE S 02°44'13" E A DISTANCE OF 1.80 FEET;
THENCE S 27°36'14" E A DISTANCE OF 1.60 FEET;
THENCE N 90°00'00" E A DISTANCE OF 0.00 FEET;
THENCE S 27°36'14" E A DISTANCE OF 6.78 FEET;
THENCE S 83°44'19" E A DISTANCE OF 7.94 FEET;
THENCE S 12°24'58" E A DISTANCE OF 6.12 FEET;
THENCE S 01°43'38" W A DISTANCE OF 12.53 FEET;
THENCE S 03°31'45" E A DISTANCE OF 13.43 FEET;
THENCE S 25°37'53" E A DISTANCE OF 13.72 FEET;
THENCE S 39°06'45" E A DISTANCE OF 14.66 FEET;
THENCE S 35°13'32" E A DISTANCE OF 8.48 FEET;

THENCE S 13°22'42" E A DISTANCE OF 5.12 FEET;
THENCE S 02°04'08" W A DISTANCE OF 7.96 FEET;
THENCE S 18°46'31" E A DISTANCE OF 5.15 FEET;
THENCE S 03°07'10" W A DISTANCE OF 9.35 FEET;
THENCE S 74°10'14" E A DISTANCE OF 3.08 FEET;
THENCE S 46°23'42" E A DISTANCE OF 9.57 FEET;
THENCE S 24°13'57" E A DISTANCE OF 13.08 FEET;
THENCE S 27°49'02" E A DISTANCE OF 20.33 FEET;
THENCE S 24°34'21" E A DISTANCE OF 12.30 FEET;
THENCE S 05°45'07" E A DISTANCE OF 14.76 FEET;
THENCE S 19°34'21" E A DISTANCE OF 9.16 FEET;
THENCE S 27°30'36" E A DISTANCE OF 11.07 FEET;
THENCE S 09°10'32" E A DISTANCE OF 5.14 FEET;
THENCE S 23°48'01" E A DISTANCE OF 4.80 FEET;
THENCE S 23°48'01" E A DISTANCE OF 6.24 FEET;
THENCE S 18°20'45" E A DISTANCE OF 8.16 FEET;
THENCE S 21°13'33" E A DISTANCE OF 15.79 FEET;
THENCE S 14°34'49" W A DISTANCE OF 10.89 FEET;
THENCE S 51°48'03" E A DISTANCE OF 7.27 FEET;
THENCE S 18°19'06" E A DISTANCE OF 9.28 FEET;
THENCE S 03°08'01" W A DISTANCE OF 9.94 FEET;
THENCE S 00°14'22" W A DISTANCE OF 6.75 FEET;
THENCE S 61°17'09" W A DISTANCE OF 8.59 FEET;
THENCE S 37°14'24" W A DISTANCE OF 4.45 FEET;
THENCE S 08°34'15" E A DISTANCE OF 4.76 FEET;
THENCE N 78°38'19" E A DISTANCE OF 5.80 FEET;
THENCE S 37°32'58" E A DISTANCE OF 2.34 FEET;
THENCE S 48°30'51" E A DISTANCE OF 11.81 FEET;
THENCE S 18°22'05" E A DISTANCE OF 4.66 FEET;
THENCE N 90°00'00" E A DISTANCE OF 0.00 FEET;
THENCE S 18°22'05" E A DISTANCE OF 2.27 FEET;
THENCE S 32°18'53" W A DISTANCE OF 7.59 FEET;
THENCE S 05°21'12" E A DISTANCE OF 13.32 FEET;
THENCE S 32°01'50" E A DISTANCE OF 5.50 FEET;
THENCE S 13°57'37" E A DISTANCE OF 9.00 FEET;
THENCE S 03°06'37" W A DISTANCE OF 3.50 FEET;
THENCE S 16°36'16" E A DISTANCE OF 4.07 FEET;
THENCE S 30°27'19" W A DISTANCE OF 5.77 FEET;
THENCE S 06°47'56" E A DISTANCE OF 9.95 FEET;
THENCE S 05°20'59" E A DISTANCE OF 7.12 FEET;
THENCE S 06°22'27" W A DISTANCE OF 7.48 FEET;
THENCE S 72°58'15" W A DISTANCE OF 6.50 FEET;
THENCE S 26°40'36" W A DISTANCE OF 10.48 FEET;
THENCE S 00°54'07" E A DISTANCE OF 3.75 FEET;
THENCE S 02°56'41" W A DISTANCE OF 10.95 FEET;
THENCE S 24°49'06" E A DISTANCE OF 12.59 FEET;
THENCE S 24°49'06" E A DISTANCE OF 1.49 FEET;
THENCE S 19°44'22" E A DISTANCE OF 11.93 FEET;

THENCE S 08°46'17" E A DISTANCE OF 11.39 FEET;
THENCE S 23°33'43" E A DISTANCE OF 11.09 FEET;
THENCE S 01°30'21" E A DISTANCE OF 30.27 FEET;
THENCE S 06°14'55" W A DISTANCE OF 26.66 FEET;
THENCE S 01°55'55" E A DISTANCE OF 8.89 FEET;
THENCE N 90°00'00" E A DISTANCE OF 0.00 FEET;
THENCE S 01°55'55" E A DISTANCE OF 3.37 FEET;
THENCE S 08°28'32" E A DISTANCE OF 15.48 FEET;
THENCE S 25°08'53" W A DISTANCE OF 17.18 FEET;
THENCE S 36°50'31" W A DISTANCE OF 14.86 FEET;
THENCE S 23°22'41" W A DISTANCE OF 14.17 FEET;
THENCE S 50°43'54" E A DISTANCE OF 20.77 FEET;
THENCE S 26°48'29" E A DISTANCE OF 11.19 FEET;
THENCE S 10°54'24" W A DISTANCE OF 4.93 FEET;
THENCE S 19°37'00" W A DISTANCE OF 10.77 FEET;
THENCE S 12°54'31" E A DISTANCE OF 3.82 FEET;
THENCE S 12°54'31" E A DISTANCE OF 8.25 FEET;
THENCE S 15°22'52" E A DISTANCE OF 13.56 FEET;
THENCE S 09°24'12" W A DISTANCE OF 19.22 FEET;
THENCE S 13°43'17" W A DISTANCE OF 25.29 FEET;
THENCE S 56°15'59" W A DISTANCE OF 7.67 FEET;
THENCE S 22°36'54" W A DISTANCE OF 9.09 FEET;
THENCE S 25°02'04" E A DISTANCE OF 7.20 FEET;
THENCE S 17°46'11" E A DISTANCE OF 6.69 FEET;
THENCE S 08°00'29" W A DISTANCE OF 11.88 FEET;
THENCE S 08°00'29" W A DISTANCE OF 6.40 FEET;
THENCE S 12°41'40" E A DISTANCE OF 5.34 FEET;
THENCE S 30°05'56" E A DISTANCE OF 15.51 FEET;
THENCE S 22°39'47" E A DISTANCE OF 13.65 FEET;
THENCE S 13°09'56" E A DISTANCE OF 19.99 FEET;
THENCE S 23°43'45" E A DISTANCE OF 19.01 FEET;
THENCE S 16°39'58" E A DISTANCE OF 14.26 FEET;
THENCE S 16°34'44" E A DISTANCE OF 9.11 FEET;
THENCE S 16°34'44" E A DISTANCE OF 13.58 FEET;
THENCE S 04°30'59" E A DISTANCE OF 44.50 FEET;
THENCE S 07°21'15" E A DISTANCE OF 43.27 FEET;
THENCE S 07°21'15" E A DISTANCE OF 0.06 FEET;
THENCE S 00°51'13" E A DISTANCE OF 25.10 FEET;
THENCE S 16°45'03" W A DISTANCE OF 14.06 FEET;
THENCE S 13°16'13" W A DISTANCE OF 11.38 FEET;
THENCE S 03°32'18" W A DISTANCE OF 23.21 FEET;
THENCE S 10°12'25" W A DISTANCE OF 31.55 FEET;
THENCE S 10°12'25" W A DISTANCE OF 9.70 FEET;
THENCE S 19°56'03" W A DISTANCE OF 33.43 FEET;
THENCE S 16°05'12" W A DISTANCE OF 22.42 FEET;
THENCE S 24°14'15" W A DISTANCE OF 34.91 FEET;
THENCE S 06°00'55" E A DISTANCE OF 8.07 FEET;
THENCE N 90°00'00" E A DISTANCE OF 0.00 FEET;

THENCE S 06°00'55" E A DISTANCE OF 8.07 FEET;
THENCE S 59°55'42" W A DISTANCE OF 15.97 FEET;
THENCE S 84°03'39" E A DISTANCE OF 17.28 FEET;
THENCE S 50°05'28" E A DISTANCE OF 10.30 FEET;
THENCE S 48°52'03" W A DISTANCE OF 2.85 FEET;
THENCE S 79°44'46" W A DISTANCE OF 16.59 FEET;
THENCE S 62°33'11" W A DISTANCE OF 3.42 FEET;
THENCE S 84°35'07" W A DISTANCE OF 12.86 FEET;
THENCE S 82°20'31" E A DISTANCE OF 17.89 FEET;
THENCE N 80°51'44" E A DISTANCE OF 14.25 FEET;
THENCE S 70°58'35" E A DISTANCE OF 6.02 FEET;
THENCE N 62°36'04" E A DISTANCE OF 15.48 FEET;
THENCE N 23°18'42" E A DISTANCE OF 13.40 FEET;
THENCE S 39°45'41" E A DISTANCE OF 27.41 FEET;
THENCE S 60°31'58" E A DISTANCE OF 23.33 FEET;
THENCE S 46°25'16" E A DISTANCE OF 44.16 FEET;
THENCE S 23°33'19" E A DISTANCE OF 11.25 FEET;
THENCE N 81°43'32" E A DISTANCE OF 8.02 FEET;
THENCE S 65°04'35" E A DISTANCE OF 8.76 FEET;
THENCE S 27°20'07" E A DISTANCE OF 10.21 FEET;
THENCE S 01°35'21" E A DISTANCE OF 5.45 FEET;
THENCE S 23°26'39" E A DISTANCE OF 4.98 FEET;
THENCE S 50°39'28" W A DISTANCE OF 12.70 FEET;
THENCE S 04°31'13" E A DISTANCE OF 1.70 FEET;
THENCE S 30°22'59" W A DISTANCE OF 3.00 FEET;
THENCE N 73°07'54" E A DISTANCE OF 3.69 FEET;
THENCE N 69°12'04" E A DISTANCE OF 14.11 FEET;
THENCE S 20°06'35" E A DISTANCE OF 2.61 FEET;
THENCE S 57°49'35" E A DISTANCE OF 16.67 FEET;
THENCE S 44°23'30" E A DISTANCE OF 16.40 FEET;
THENCE S 30°21'32" E A DISTANCE OF 13.30 FEET;
THENCE S 10°05'35" E A DISTANCE OF 26.48 FEET;
THENCE S 38°07'43" E A DISTANCE OF 9.59 FEET;
THENCE S 28°47'58" E A DISTANCE OF 5.70 FEET;
THENCE S 28°47'58" E A DISTANCE OF 6.32 FEET;
THENCE S 02°06'00" W A DISTANCE OF 13.09 FEET;
THENCE S 21°45'12" E A DISTANCE OF 14.76 FEET;
THENCE S 07°21'51" E A DISTANCE OF 26.63 FEET;
THENCE S 11°26'15" E A DISTANCE OF 3.33 FEET;
THENCE N 60°29'23" E A DISTANCE OF 10.22 FEET;
THENCE S 50°26'13" E A DISTANCE OF 4.74 FEET;
THENCE S 45°16'45" E A DISTANCE OF 5.70 FEET;
THENCE S 40°34'35" E A DISTANCE OF 14.31 FEET;
THENCE S 43°42'04" E A DISTANCE OF 5.04 FEET;
THENCE S 43°42'04" E A DISTANCE OF 10.31 FEET;
THENCE S 40°25'21" E A DISTANCE OF 14.64 FEET;
THENCE S 72°49'48" E A DISTANCE OF 10.99 FEET;
THENCE S 15°57'28" E A DISTANCE OF 16.47 FEET;

THENCE S 77°23'46" E A DISTANCE OF 17.26 FEET;
THENCE S 42°09'00" E A DISTANCE OF 25.53 FEET;
THENCE S 34°48'17" E A DISTANCE OF 10.42 FEET;
THENCE S 24°36'34" E A DISTANCE OF 9.10 FEET;
THENCE S 24°36'34" E A DISTANCE OF 1.14 FEET;
THENCE S 30°08'54" E A DISTANCE OF 16.62 FEET;
THENCE S 47°19'05" E A DISTANCE OF 21.40 FEET;
THENCE S 68°44'47" E A DISTANCE OF 10.25 FEET;
THENCE S 65°50'51" E A DISTANCE OF 24.01 FEET;
THENCE S 49°17'58" E A DISTANCE OF 17.32 FEET;
THENCE N 76°59'16" E A DISTANCE OF 11.93 FEET;
THENCE S 86°50'32" E A DISTANCE OF 10.23 FEET;
THENCE N 79°04'54" E A DISTANCE OF 9.91 FEET;
THENCE N 42°59'05" E A DISTANCE OF 5.41 FEET;
THENCE S 23°23'09" E A DISTANCE OF 4.84 FEET;
THENCE S 23°23'09" E A DISTANCE OF 4.84 FEET;
THENCE S 57°26'52" E A DISTANCE OF 17.71 FEET;
THENCE S 36°44'08" E A DISTANCE OF 16.22 FEET;
THENCE S 18°54'08" E A DISTANCE OF 12.28 FEET;
THENCE S 72°29'07" E A DISTANCE OF 9.15 FEET;
THENCE S 83°39'38" E A DISTANCE OF 12.31 FEET;
THENCE S 51°06'05" E A DISTANCE OF 15.13 FEET;
THENCE S 07°37'59" W A DISTANCE OF 2.67 FEET;
THENCE S 11°51'18" W A DISTANCE OF 15.81 FEET;
THENCE S 38°12'31" W A DISTANCE OF 21.52 FEET;
THENCE S 19°31'45" W A DISTANCE OF 11.71 FEET;
THENCE S 51°25'58" W A DISTANCE OF 12.25 FEET;
THENCE S 34°35'18" W A DISTANCE OF 11.81 FEET;
THENCE S 24°57'43" W A DISTANCE OF 13.78 FEET;
THENCE S 00°04'59" W A DISTANCE OF 1.10 FEET;
THENCE S 00°04'59" W A DISTANCE OF 5.48 FEET;
THENCE S 13°58'24" W A DISTANCE OF 8.27 FEET;
THENCE S 13°34'23" E A DISTANCE OF 14.26 FEET;
THENCE S 10°20'30" E A DISTANCE OF 6.40 FEET;
THENCE S 02°10'40" W A DISTANCE OF 16.49 FEET;
THENCE S 32°27'32" E A DISTANCE OF 10.13 FEET;
THENCE S 02°23'18" E A DISTANCE OF 12.43 FEET;
THENCE S 00°49'13" E A DISTANCE OF 18.77 FEET;
THENCE S 14°21'55" E A DISTANCE OF 17.16 FEET;
THENCE S 14°14'16" E A DISTANCE OF 18.71 FEET;
THENCE S 26°28'38" E A DISTANCE OF 9.99 FEET;
THENCE S 19°44'20" E A DISTANCE OF 16.93 FEET;
THENCE S 19°44'20" E A DISTANCE OF 1.19 FEET;
THENCE S 31°49'16" E A DISTANCE OF 10.49 FEET;
THENCE S 19°59'46" E A DISTANCE OF 14.31 FEET;
THENCE S 15°21'41" E A DISTANCE OF 13.27 FEET;
THENCE S 35°58'08" E A DISTANCE OF 10.62 FEET;
THENCE S 52°19'41" E A DISTANCE OF 10.51 FEET;

THENCE S 21°55'24" E A DISTANCE OF 18.15 FEET;
THENCE S 45°36'22" E A DISTANCE OF 11.99 FEET;
THENCE S 67°52'57" E A DISTANCE OF 19.74 FEET;
THENCE S 33°45'46" E A DISTANCE OF 11.68 FEET;
THENCE S 55°23'52" E A DISTANCE OF 17.97 FEET;
THENCE S 52°52'23" E A DISTANCE OF 25.88 FEET;
THENCE S 13°09'31" E A DISTANCE OF 7.52 FEET;
THENCE S 05°05'22" W A DISTANCE OF 6.50 FEET;
THENCE S 44°07'09" E A DISTANCE OF 12.15 FEET;
THENCE S 11°07'47" W A DISTANCE OF 7.25 FEET;
THENCE S 14°15'49" E A DISTANCE OF 14.08 FEET;
THENCE S 08°43'27" E A DISTANCE OF 9.29 FEET;
THENCE S 32°19'21" E A DISTANCE OF 6.78 FEET;
THENCE S 37°30'25" E A DISTANCE OF 13.28 FEET;
THENCE S 40°32'36" E A DISTANCE OF 18.88 FEET;
THENCE S 46°28'33" E A DISTANCE OF 15.99 FEET;
THENCE S 57°23'51" E A DISTANCE OF 7.88 FEET;
THENCE N 74°58'24" E A DISTANCE OF 14.32 FEET;
THENCE N 83°31'06" E A DISTANCE OF 24.09 FEET;
THENCE N 86°56'52" E A DISTANCE OF 14.68 FEET;
THENCE S 59°58'26" E A DISTANCE OF 13.77 FEET;
THENCE S 72°00'36" E A DISTANCE OF 17.01 FEET;
THENCE S 40°17'29" E A DISTANCE OF 24.91 FEET;
THENCE S 22°58'43" E A DISTANCE OF 11.94 FEET;
THENCE S 05°13'18" E A DISTANCE OF 10.86 FEET;
THENCE S 31°27'57" E A DISTANCE OF 22.93 FEET;
THENCE S 30°51'25" E A DISTANCE OF 21.74 FEET;
THENCE S 21°38'29" E A DISTANCE OF 2.61 FEET;
THENCE S 49°40'52" W A DISTANCE OF 5.32 FEET;
THENCE S 22°57'19" W A DISTANCE OF 25.98 FEET;
THENCE S 44°53'13" E A DISTANCE OF 17.73 FEET;
THENCE S 18°25'32" W A DISTANCE OF 13.46 FEET;
THENCE S 43°17'42" W A DISTANCE OF 24.16 FEET;
THENCE S 11°24'37" W A DISTANCE OF 20.74 FEET;
THENCE S 75°59'47" W A DISTANCE OF 40.69 FEET;
THENCE S 60°09'59" W A DISTANCE OF 23.94 FEET;
THENCE S 83°29'58" W A DISTANCE OF 18.32 FEET;
THENCE S 56°24'41" W A DISTANCE OF 23.39 FEET;
THENCE S 62°32'22" W A DISTANCE OF 39.64 FEET;
THENCE S 84°32'23" W A DISTANCE OF 27.22 FEET;
THENCE S 80°32'04" W A DISTANCE OF 14.38 FEET;
THENCE S 84°44'29" W A DISTANCE OF 9.93 FEET;
THENCE S 84°57'48" W A DISTANCE OF 11.46 FEET;
THENCE S 84°57'48" W A DISTANCE OF 18.15 FEET;
THENCE S 87°12'21" W A DISTANCE OF 39.07 FEET;
THENCE N 80°57'35" W A DISTANCE OF 19.31 FEET;
THENCE S 87°17'43" W A DISTANCE OF 19.54 FEET;
THENCE S 60°06'41" W A DISTANCE OF 0.56 FEET;

THENCE S 89°50'30" W A DISTANCE OF 8.53 FEET;
THENCE S 89°50'30" W A DISTANCE OF 19.49 FEET;
THENCE S 63°38'04" W A DISTANCE OF 19.30 FEET;
THENCE S 38°39'47" E A DISTANCE OF 20.44 FEET;
THENCE S 19°59'33" W A DISTANCE OF 7.35 FEET;
THENCE N 74°43'56" W A DISTANCE OF 46.23 FEET;
THENCE N 75°40'10" W A DISTANCE OF 21.40 FEET;
THENCE N 75°40'10" W A DISTANCE OF 19.55 FEET;
THENCE N 73°11'44" W A DISTANCE OF 17.35 FEET;
THENCE N 61°55'56" W A DISTANCE OF 9.28 FEET;
THENCE N 58°38'55" W A DISTANCE OF 4.68 FEET;
THENCE S 77°49'56" W A DISTANCE OF 5.97 FEET;
THENCE N 87°31'49" W A DISTANCE OF 11.00 FEET;
THENCE N 57°00'20" W A DISTANCE OF 7.84 FEET;
THENCE N 73°26'44" W A DISTANCE OF 3.72 FEET;
THENCE S 73°35'33" W A DISTANCE OF 5.31 FEET;
THENCE S 01°46'05" E A DISTANCE OF 4.02 FEET;
THENCE S 79°59'55" W A DISTANCE OF 6.73 FEET;
THENCE S 71°31'42" W A DISTANCE OF 11.32 FEET;
THENCE S 71°41'40" W A DISTANCE OF 6.45 FEET;
THENCE N 82°41'35" W A DISTANCE OF 2.54 FEET;
THENCE N 82°41'35" W A DISTANCE OF 18.84 FEET;
THENCE N 79°01'03" W A DISTANCE OF 37.02 FEET;
THENCE N 60°03'24" W A DISTANCE OF 42.35 FEET;
THENCE N 06°22'22" W A DISTANCE OF 6.88 FEET;
THENCE N 46°16'41" W A DISTANCE OF 8.74 FEET;
THENCE N 71°00'45" W A DISTANCE OF 21.07 FEET;
THENCE N 81°46'40" W A DISTANCE OF 6.25 FEET;
THENCE N 49°29'18" W A DISTANCE OF 11.50 FEET;
THENCE N 66°52'48" W A DISTANCE OF 29.07 FEET;
THENCE S 74°32'49" W A DISTANCE OF 20.53 FEET;
THENCE N 56°10'37" W A DISTANCE OF 11.64 FEET;
THENCE N 83°33'55" W A DISTANCE OF 9.36 FEET;
THENCE S 12°00'57" W A DISTANCE OF 3.98 FEET;
THENCE N 78°09'43" W A DISTANCE OF 0.98 FEET;
THENCE N 78°09'43" W A DISTANCE OF 8.23 FEET;
THENCE N 78°09'43" W A DISTANCE OF 1.01 FEET;
THENCE N 45°50'30" W A DISTANCE OF 4.44 FEET;
THENCE N 76°12'50" W A DISTANCE OF 5.11 FEET;
THENCE S 46°21'26" W A DISTANCE OF 2.71 FEET;
THENCE S 74°28'08" W A DISTANCE OF 8.02 FEET;
THENCE N 68°41'16" W A DISTANCE OF 10.46 FEET;
THENCE S 85°24'56" W A DISTANCE OF 12.78 FEET;
THENCE S 81°32'40" W A DISTANCE OF 8.14 FEET;
THENCE S 28°13'12" W A DISTANCE OF 6.12 FEET;
THENCE S 88°39'37" W A DISTANCE OF 6.72 FEET;
THENCE N 71°07'26" W A DISTANCE OF 15.10 FEET;
THENCE N 64°01'38" W A DISTANCE OF 11.90 FEET;

THENCE N 64°01'38" W A DISTANCE OF 19.13 FEET;
THENCE N 32°28'29" W A DISTANCE OF 7.73 FEET;
THENCE S 52°13'53" W A DISTANCE OF 10.30 FEET;
THENCE N 59°36'23" W A DISTANCE OF 10.35 FEET;
THENCE N 64°39'06" W A DISTANCE OF 13.42 FEET;
THENCE N 43°02'33" W A DISTANCE OF 5.44 FEET;
THENCE N 87°44'15" W A DISTANCE OF 4.87 FEET;
THENCE N 63°35'01" W A DISTANCE OF 16.60 FEET;
THENCE N 52°05'12" W A DISTANCE OF 22.66 FEET;
THENCE N 52°05'12" W A DISTANCE OF 2.41 FEET;
THENCE N 32°34'23" W A DISTANCE OF 15.51 FEET;
THENCE N 56°00'02" W A DISTANCE OF 17.12 FEET;
THENCE N 84°49'52" W A DISTANCE OF 10.03 FEET;
THENCE N 42°34'01" W A DISTANCE OF 17.08 FEET;
THENCE N 56°14'06" W A DISTANCE OF 11.50 FEET;
THENCE N 57°09'34" W A DISTANCE OF 16.05 FEET;
THENCE N 61°36'35" W A DISTANCE OF 13.16 FEET;
THENCE N 61°36'35" W A DISTANCE OF 2.50 FEET;
THENCE N 21°44'50" W A DISTANCE OF 22.77 FEET;
THENCE N 87°39'10" W A DISTANCE OF 39.19 FEET;
THENCE N 89°28'45" W A DISTANCE OF 27.00 FEET;
THENCE N 65°05'01" W A DISTANCE OF 18.83 FEET;
THENCE N 65°05'01" W A DISTANCE OF 5.00 FEET;
THENCE S 68°08'56" W A DISTANCE OF 15.77 FEET;
THENCE S 72°53'29" W A DISTANCE OF 7.65 FEET;
THENCE S 15°39'03" W A DISTANCE OF 3.68 FEET;
THENCE S 59°22'06" W A DISTANCE OF 15.15 FEET;
THENCE S 89°24'15" W A DISTANCE OF 31.66 FEET;
THENCE N 68°28'05" W A DISTANCE OF 13.58 FEET;
THENCE N 83°20'15" W A DISTANCE OF 9.71 FEET;
THENCE N 84°58'36" W A DISTANCE OF 20.62 FEET;
THENCE S 89°38'47" W A DISTANCE OF 11.77 FEET;
THENCE N 73°59'59" W A DISTANCE OF 4.52 FEET;
THENCE N 73°59'59" W A DISTANCE OF 4.52 FEET;
THENCE N 52°12'38" W A DISTANCE OF 13.08 FEET;
THENCE N 56°37'02" W A DISTANCE OF 17.65 FEET;
THENCE N 26°31'58" W A DISTANCE OF 5.67 FEET;
THENCE N 71°23'48" W A DISTANCE OF 9.01 FEET;
THENCE N 65°11'54" W A DISTANCE OF 10.34 FEET;
THENCE S 57°48'40" W A DISTANCE OF 7.66 FEET;
THENCE N 68°25'40" W A DISTANCE OF 17.46 FEET;
THENCE N 73°50'41" W A DISTANCE OF 17.11 FEET;
THENCE S 78°44'39" W A DISTANCE OF 12.27 FEET;
THENCE N 85°40'22" W A DISTANCE OF 1.58 FEET;
THENCE N 89°52'55" W A DISTANCE OF 3.57 FEET;
THENCE N 89°52'55" W A DISTANCE OF 3.00 FEET;
THENCE S 81°02'41" W A DISTANCE OF 11.48 FEET;
THENCE S 88°52'56" W A DISTANCE OF 4.60 FEET;

THENCE S 79°48'00" W A DISTANCE OF 25.94 FEET;
THENCE N 84°34'36" W A DISTANCE OF 6.76 FEET;
THENCE S 67°35'59" W A DISTANCE OF 10.93 FEET;
THENCE N 51°10'34" W A DISTANCE OF 28.74 FEET;
THENCE N 46°21'56" W A DISTANCE OF 8.88 FEET;
THENCE N 46°21'56" W A DISTANCE OF 4.03 FEET;
THENCE N 82°01'44" W A DISTANCE OF 7.36 FEET;
THENCE N 68°41'37" W A DISTANCE OF 23.46 FEET;
THENCE N 51°24'11" W A DISTANCE OF 13.24 FEET;
THENCE N 06°23'10" W A DISTANCE OF 9.57 FEET;
THENCE N 18°36'17" W A DISTANCE OF 8.19 FEET;
THENCE N 40°24'20" W A DISTANCE OF 4.93 FEET;
THENCE N 27°49'37" W A DISTANCE OF 6.38 FEET;
THENCE N 39°42'57" W A DISTANCE OF 4.22 FEET;
THENCE N 63°31'24" W A DISTANCE OF 4.88 FEET;
THENCE N 79°37'03" W A DISTANCE OF 4.04 FEET;
THENCE N 50°27'06" W A DISTANCE OF 6.84 FEET;
THENCE N 60°32'17" W A DISTANCE OF 12.19 FEET;
THENCE N 64°11'18" W A DISTANCE OF 23.78 FEET;
THENCE N 65°23'51" W A DISTANCE OF 30.90 FEET;
THENCE N 89°51'04" W A DISTANCE OF 29.13 FEET;
THENCE S 49°48'50" W A DISTANCE OF 18.27 FEET;
THENCE S 62°19'33" W A DISTANCE OF 25.96 FEET;
THENCE S 36°28'38" W A DISTANCE OF 23.02 FEET;
THENCE S 57°07'59" W A DISTANCE OF 20.48 FEET;
THENCE S 80°13'59" W A DISTANCE OF 4.77 FEET;
THENCE S 80°13'59" W A DISTANCE OF 34.47 FEET;
THENCE S 89°59'48" W A DISTANCE OF 50.74 FEET;
THENCE S 86°26'27" W A DISTANCE OF 21.84 FEET;
THENCE S 86°26'27" W A DISTANCE OF 30.30 FEET;
THENCE N 89°20'54" W A DISTANCE OF 47.94 FEET;
THENCE N 89°33'35" W A DISTANCE OF 41.54 FEET;
THENCE S 76°17'59" W A DISTANCE OF 29.47 FEET;
THENCE S 64°14'25" W A DISTANCE OF 38.34 FEET;
THENCE S 56°12'06" W A DISTANCE OF 33.37 FEET;
THENCE S 49°21'07" W A DISTANCE OF 24.40 FEET;
THENCE S 56°07'27" W A DISTANCE OF 37.01 FEET;
THENCE S 57°47'50" W A DISTANCE OF 26.81 FEET;
THENCE S 89°12'21" W A DISTANCE OF 12.11 FEET;
THENCE N 24°43'53" W A DISTANCE OF 18.43 FEET;
THENCE N 01°03'57" E A DISTANCE OF 27.19 FEET;
THENCE N 06°29'40" W A DISTANCE OF 36.22 FEET;
THENCE N 05°32'38" E A DISTANCE OF 20.79 FEET;
THENCE N 32°31'03" E A DISTANCE OF 14.02 FEET;
THENCE N 10°57'51" E A DISTANCE OF 31.53 FEET;
THENCE N 21°27'57" E A DISTANCE OF 29.93 FEET;
THENCE N 19°53'43" E A DISTANCE OF 23.64 FEET;
THENCE N 12°03'22" E A DISTANCE OF 14.51 FEET;

THENCE N 12°03'22" E A DISTANCE OF 7.68 FEET;
THENCE N 22°13'12" E A DISTANCE OF 27.66 FEET;
THENCE N 34°46'43" E A DISTANCE OF 24.30 FEET;
THENCE N 32°01'22" E A DISTANCE OF 19.50 FEET;
THENCE N 14°23'29" E A DISTANCE OF 25.47 FEET;
THENCE N 15°01'28" E A DISTANCE OF 34.16 FEET;
THENCE N 07°15'59" E A DISTANCE OF 30.41 FEET;
THENCE N 23°39'31" W A DISTANCE OF 34.86 FEET;
THENCE N 50°22'15" W A DISTANCE OF 22.42 FEET;
THENCE N 50°22'15" W A DISTANCE OF 8.41 FEET;
THENCE N 45°10'13" W A DISTANCE OF 31.55 FEET;
THENCE N 70°43'05" W A DISTANCE OF 20.19 FEET;
THENCE N 74°16'56" W A DISTANCE OF 15.43 FEET;
THENCE N 44°09'23" W A DISTANCE OF 7.31 FEET;
THENCE N 35°22'32" W A DISTANCE OF 6.80 FEET;
THENCE N 35°27'08" W A DISTANCE OF 5.04 FEET;
THENCE N 57°56'43" W A DISTANCE OF 7.59 FEET;
THENCE N 53°19'14" W A DISTANCE OF 5.52 FEET;
THENCE S 69°47'49" W A DISTANCE OF 6.41 FEET;
THENCE N 84°58'23" W A DISTANCE OF 8.71 FEET;
THENCE S 84°39'48" W A DISTANCE OF 35.50 FEET;
THENCE N 48°35'30" E A DISTANCE OF 10.07 FEET;
THENCE N 26°08'53" E A DISTANCE OF 102.00 FEET;
THENCE N 46°26'07" W A DISTANCE OF 101.00 FEET;
THENCE N 09°07'07" W A DISTANCE OF 225.00 FEET;
THENCE N 32°02'07" W A DISTANCE OF 100.00 FEET;
THENCE S 71°24'53" W A DISTANCE OF 41.00 FEET;
THENCE S 00°28'53" W A DISTANCE OF 259.00 FEET;
THENCE S 11°45'53" W A DISTANCE OF 220.01 FEET;
THENCE N 88°55'26" W A DISTANCE OF 6.27 FEET;
THENCE S 59°44'06" W A DISTANCE OF 3.71 FEET;
THENCE S 44°03'47" W A DISTANCE OF 4.67 FEET;
THENCE S 32°15'33" W A DISTANCE OF 2.70 FEET;
THENCE S 27°42'52" W A DISTANCE OF 2.87 FEET;
THENCE S 27°42'52" W A DISTANCE OF 2.87 FEET;
THENCE S 20°48'32" W A DISTANCE OF 0.46 FEET;
THENCE S 27°17'54" W A DISTANCE OF 17.45 FEET;
THENCE S 32°06'42" W A DISTANCE OF 15.68 FEET;
THENCE S 36°20'04" W A DISTANCE OF 24.11 FEET;
THENCE S 35°59'42" W A DISTANCE OF 30.17 FEET;
THENCE S 33°29'23" W A DISTANCE OF 30.22 FEET;
THENCE S 33°29'23" W A DISTANCE OF 4.42 FEET;
THENCE S 26°00'13" W A DISTANCE OF 32.41 FEET;
THENCE S 19°03'39" W A DISTANCE OF 25.50 FEET;
THENCE S 18°45'53" W A DISTANCE OF 41.27 FEET;
THENCE S 18°58'59" W A DISTANCE OF 12.63 FEET;
THENCE S 18°58'59" W A DISTANCE OF 38.53 FEET;
THENCE S 19°20'58" W A DISTANCE OF 47.63 FEET;

THENCE S 22°44'07" W A DISTANCE OF 22.46 FEET;
THENCE S 35°11'49" W A DISTANCE OF 16.03 FEET;
THENCE S 35°11'49" W A DISTANCE OF 8.63 FEET;
THENCE S 55°23'47" W A DISTANCE OF 23.72 FEET;
THENCE S 60°23'43" W A DISTANCE OF 22.92 FEET;
THENCE S 65°44'32" W A DISTANCE OF 16.77 FEET;
THENCE S 71°26'49" W A DISTANCE OF 22.93 FEET;
THENCE S 80°08'16" W A DISTANCE OF 20.51 FEET;
THENCE S 89°29'08" W A DISTANCE OF 31.03 FEET;
THENCE N 87°42'14" W A DISTANCE OF 22.64 FEET;
THENCE N 83°39'06" W A DISTANCE OF 25.27 FEET;
THENCE N 79°51'15" W A DISTANCE OF 31.98 FEET;
THENCE N 68°47'21" W A DISTANCE OF 33.81 FEET;
THENCE N 53°52'36" W A DISTANCE OF 13.36 FEET;
THENCE N 45°05'13" W A DISTANCE OF 30.57 FEET;
THENCE N 30°50'18" W A DISTANCE OF 18.00 FEET;
THENCE N 23°54'07" W A DISTANCE OF 4.23 FEET;
THENCE N 04°55'46" W A DISTANCE OF 4.94 FEET;
THENCE N 25°53'33" W A DISTANCE OF 1.74 FEET;
THENCE N 20°08'32" W A DISTANCE OF 4.21 FEET;
THENCE N 62°15'16" W A DISTANCE OF 6.06 FEET;
THENCE N 26°41'59" W A DISTANCE OF 11.04 FEET;
THENCE N 06°07'24" W A DISTANCE OF 27.25 FEET;
THENCE N 04°10'18" E A DISTANCE OF 28.71 FEET;
THENCE N 06°06'11" W A DISTANCE OF 67.81 FEET;
THENCE N 04°37'45" W A DISTANCE OF 22.51 FEET;
THENCE N 04°37'45" W A DISTANCE OF 5.76 FEET;
THENCE N 08°17'25" W A DISTANCE OF 39.30 FEET;
THENCE N 16°47'26" E A DISTANCE OF 42.65 FEET;
THENCE N 40°37'22" W A DISTANCE OF 24.78 FEET;
THENCE N 35°08'34" W A DISTANCE OF 16.53 FEET;
THENCE N 42°52'28" W A DISTANCE OF 17.03 FEET;
THENCE N 64°04'37" W A DISTANCE OF 12.77 FEET;
THENCE N 24°31'27" E A DISTANCE OF 12.70 FEET;
THENCE N 62°20'10" W A DISTANCE OF 6.45 FEET;
THENCE N 62°20'10" W A DISTANCE OF 6.45 FEET;
THENCE N 79°37'47" W A DISTANCE OF 5.06 FEET;
THENCE N 48°11'26" W A DISTANCE OF 2.28 FEET;
THENCE N 61°02'32" W A DISTANCE OF 19.47 FEET;
THENCE N 60°43'42" W A DISTANCE OF 72.98 FEET;
THENCE N 60°43'42" W A DISTANCE OF 6.87 FEET;
THENCE N 30°42'59" E A DISTANCE OF 6.91 FEET;
THENCE N 61°12'31" W A DISTANCE OF 31.90 FEET;
THENCE N 57°35'18" W A DISTANCE OF 10.23 FEET;
THENCE N 66°06'41" W A DISTANCE OF 5.54 FEET;
THENCE N 28°45'29" E A DISTANCE OF 10.55 FEET;
THENCE N 36°15'22" W A DISTANCE OF 11.71 FEET;
THENCE N 26°46'14" W A DISTANCE OF 6.48 FEET;

THENCE N 48°33'26" W A DISTANCE OF 8.84 FEET;
THENCE N 61°36'14" W A DISTANCE OF 3.97 FEET;
THENCE N 89°48'19" W A DISTANCE OF 7.40 FEET;
THENCE S 17°28'54" W A DISTANCE OF 6.21 FEET;
THENCE S 34°20'28" W A DISTANCE OF 19.01 FEET;
THENCE N 63°38'40" W A DISTANCE OF 2.88 FEET;
THENCE N 64°46'38" W A DISTANCE OF 9.59 FEET;
THENCE N 10°39'08" E A DISTANCE OF 10.13 FEET;
THENCE N 06°29'13" W A DISTANCE OF 18.92 FEET;
THENCE N 71°49'42" W A DISTANCE OF 16.09 FEET;
THENCE S 88°02'49" W A DISTANCE OF 11.93 FEET;
THENCE S 88°02'49" W A DISTANCE OF 7.77 FEET;
THENCE S 20°47'54" W A DISTANCE OF 30.52 FEET;
THENCE N 77°43'51" W A DISTANCE OF 25.95 FEET;
THENCE S 22°29'59" W A DISTANCE OF 17.81 FEET;
THENCE S 17°01'12" W A DISTANCE OF 66.70 FEET;
THENCE S 06°51'42" W A DISTANCE OF 43.23 FEET;
THENCE S 05°14'43" E A DISTANCE OF 30.00 FEET;
THENCE S 05°14'43" E A DISTANCE OF 11.03 FEET;
THENCE S 10°27'01" E A DISTANCE OF 32.51 FEET;
THENCE S 01°25'29" E A DISTANCE OF 61.08 FEET;
THENCE S 10°28'00" W A DISTANCE OF 41.04 FEET;
THENCE S 10°28'00" W A DISTANCE OF 19.05 FEET;
THENCE S 06°57'18" W A DISTANCE OF 47.76 FEET;
THENCE S 00°39'27" E A DISTANCE OF 25.78 FEET;
THENCE S 00°30'37" W A DISTANCE OF 24.28 FEET;
THENCE S 00°11'37" W A DISTANCE OF 61.41 FEET;
THENCE S 07°51'57" E A DISTANCE OF 52.00 FEET;
THENCE S 15°12'44" E A DISTANCE OF 24.32 FEET;
THENCE S 07°30'13" W A DISTANCE OF 15.36 FEET;
THENCE S 22°56'08" W A DISTANCE OF 9.18 FEET;
THENCE S 70°58'04" W A DISTANCE OF 3.59 FEET;
THENCE S 66°59'01" W A DISTANCE OF 6.18 FEET;
THENCE N 54°42'10" W A DISTANCE OF 5.77 FEET;
THENCE N 13°58'43" W A DISTANCE OF 30.84 FEET;
THENCE N 05°51'41" W A DISTANCE OF 38.84 FEET;
THENCE N 12°09'13" W A DISTANCE OF 39.83 FEET;
THENCE N 09°12'38" W A DISTANCE OF 35.61 FEET;
THENCE N 04°31'48" W A DISTANCE OF 47.64 FEET;
THENCE N 23°19'39" W A DISTANCE OF 51.93 FEET;
THENCE N 18°24'40" W A DISTANCE OF 19.34 FEET;
THENCE N 26°36'10" W A DISTANCE OF 35.39 FEET;
THENCE N 28°33'12" W A DISTANCE OF 34.86 FEET;
THENCE N 30°03'39" W A DISTANCE OF 40.70 FEET;
THENCE N 41°35'08" W A DISTANCE OF 30.29 FEET;
THENCE N 21°56'36" W A DISTANCE OF 6.17 FEET;
THENCE N 35°58'46" W A DISTANCE OF 55.65 FEET;
THENCE N 33°32'22" W A DISTANCE OF 33.51 FEET;

THENCE N 57°44'07" W A DISTANCE OF 12.71 FEET;
THENCE N 61°04'06" W A DISTANCE OF 18.83 FEET;
THENCE S 82°44'38" W A DISTANCE OF 12.67 FEET;
THENCE N 78°46'52" W A DISTANCE OF 17.49 FEET;
THENCE N 29°26'34" W A DISTANCE OF 27.03 FEET;
THENCE N 02°13'20" E A DISTANCE OF 28.93 FEET;
THENCE N 03°08'48" E A DISTANCE OF 32.91 FEET;
THENCE N 09°14'42" E A DISTANCE OF 16.32 FEET;
THENCE N 05°58'13" E A DISTANCE OF 19.06 FEET;
THENCE N 00°41'07" W A DISTANCE OF 24.05 FEET;
THENCE N 11°29'30" W A DISTANCE OF 14.33 FEET;
THENCE N 21°33'58" W A DISTANCE OF 14.78 FEET;
THENCE N 31°29'21" W A DISTANCE OF 11.75 FEET;
THENCE N 29°11'40" W A DISTANCE OF 19.47 FEET;
THENCE S 60°33'34" W A DISTANCE OF 2.05 FEET;
THENCE S 12°25'13" E A DISTANCE OF 18.83 FEET;
THENCE S 35°36'31" W A DISTANCE OF 8.63 FEET;
THENCE S 69°47'38" W A DISTANCE OF 11.40 FEET;
THENCE N 80°10'49" W A DISTANCE OF 13.86 FEET;
THENCE N 49°47'47" W A DISTANCE OF 15.88 FEET;
THENCE S 12°49'41" W A DISTANCE OF 5.13 FEET;
THENCE S 12°49'41" W A DISTANCE OF 10.27 FEET;
THENCE S 17°42'05" W A DISTANCE OF 21.01 FEET;
THENCE S 13°31'34" W A DISTANCE OF 20.41 FEET;
THENCE S 12°52'14" W A DISTANCE OF 33.15 FEET;
THENCE S 07°49'30" W A DISTANCE OF 36.54 FEET;
THENCE S 19°55'38" W A DISTANCE OF 20.79 FEET;
THENCE S 07°33'23" E A DISTANCE OF 19.77 FEET;
THENCE S 11°07'46" E A DISTANCE OF 31.42 FEET;
THENCE S 13°50'46" E A DISTANCE OF 16.82 FEET;
THENCE S 23°50'53" E A DISTANCE OF 33.38 FEET;
THENCE S 33°10'35" E A DISTANCE OF 15.31 FEET;
THENCE S 21°43'19" E A DISTANCE OF 15.49 FEET;
THENCE S 23°33'50" E A DISTANCE OF 11.15 FEET;
THENCE S 01°10'40" E A DISTANCE OF 16.67 FEET;
THENCE S 17°10'29" W A DISTANCE OF 12.93 FEET;
THENCE S 07°49'39" E A DISTANCE OF 17.93 FEET;
THENCE S 14°10'47" W A DISTANCE OF 23.38 FEET;
THENCE S 43°59'37" W A DISTANCE OF 33.84 FEET;
THENCE S 57°09'20" W A DISTANCE OF 37.92 FEET;
THENCE S 36°01'44" W A DISTANCE OF 23.63 FEET;
THENCE S 71°28'54" W A DISTANCE OF 18.68 FEET;
THENCE S 71°28'54" W A DISTANCE OF 6.83 FEET;
THENCE S 61°55'53" W A DISTANCE OF 20.18 FEET;
THENCE S 25°14'41" W A DISTANCE OF 17.29 FEET;
THENCE S 53°17'16" W A DISTANCE OF 18.63 FEET;
THENCE S 39°14'34" W A DISTANCE OF 15.28 FEET;
THENCE S 66°35'53" W A DISTANCE OF 20.46 FEET;

THENCE S 86°23'33" W A DISTANCE OF 11.88 FEET;
THENCE S 69°09'59" W A DISTANCE OF 17.35 FEET;
THENCE N 47°44'39" W A DISTANCE OF 17.05 FEET;
THENCE S 38°52'55" W A DISTANCE OF 20.28 FEET;
THENCE N 67°57'45" W A DISTANCE OF 13.58 FEET;
THENCE N 07°51'04" E A DISTANCE OF 23.76 FEET;
THENCE N 20°03'47" W A DISTANCE OF 4.89 FEET;
THENCE S 88°54'43" W A DISTANCE OF 9.72 FEET;
THENCE N 67°24'39" W A DISTANCE OF 3.12 FEET;
THENCE N 04°30'43" E A DISTANCE OF 12.11 FEET;
THENCE N 36°36'09" W A DISTANCE OF 14.93 FEET;
THENCE N 32°30'24" W A DISTANCE OF 16.64 FEET;
THENCE N 19°31'24" W A DISTANCE OF 26.41 FEET;
THENCE N 64°00'56" W A DISTANCE OF 15.80 FEET;
THENCE N 33°59'55" W A DISTANCE OF 8.44 FEET;
THENCE N 06°23'26" W A DISTANCE OF 20.11 FEET;
THENCE N 09°16'23" W A DISTANCE OF 32.17 FEET;
THENCE N 27°22'58" W A DISTANCE OF 5.80 FEET;
THENCE N 87°50'19" W A DISTANCE OF 16.16 FEET;
THENCE N 47°05'24" W A DISTANCE OF 6.34 FEET;
THENCE N 10°34'43" E A DISTANCE OF 9.94 FEET;
THENCE N 32°14'10" W A DISTANCE OF 12.06 FEET;
THENCE N 05°31'37" E A DISTANCE OF 28.06 FEET;
THENCE N 10°17'59" E A DISTANCE OF 18.07 FEET;
THENCE N 11°48'26" W A DISTANCE OF 23.10 FEET;
THENCE N 43°57'50" W A DISTANCE OF 6.85 FEET;
THENCE N 06°08'07" E A DISTANCE OF 10.41 FEET;
THENCE N 06°35'07" W A DISTANCE OF 60.00 FEET TO A SET #4 REBAR;
THENCE N 36°11'07" W A DISTANCE OF 277.00 FEET TO A SET #4 REBAR;
THENCE N 28°49'07" W A DISTANCE OF 234.95 FEET TO A SET #4 REBAR;
THENCE S 03°12'07" E A DISTANCE OF 210.00 FEET TO A POINT;
THENCE S 21°48'07" E A DISTANCE OF 132.00 FEET TO A POINT;
THENCE S 06°46'53" W A DISTANCE OF 132.00 FEET TO A POINT;
THENCE N 37°51'07" W A DISTANCE OF 233.00 FEET TO A POINT;
THENCE LEAVING THE DUKE ENERGY PROJECT BOUNDARY, N 68°58'07" W A DISTANCE OF 66.40 FEET
TO A SET #4 REBAR;
THENCE N 74°47'59" E A DISTANCE OF 141.52 FEET TO A SET #4 REBAR;
THENCE N 15°12'01" W A DISTANCE OF 202.75 FEET TO A SET #4 REBAR;
THENCE N 82°03'47" W A DISTANCE OF 103.80 FEET TO A SET #4 REBAR;
THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 113.87 FEET, WITH A RADIUS OF 50.00
FEET, WITH A CHORD BEARING OF N 57°18'14" W, AND A CHORD LENGTH OF 90.81 FEET TO A POINT;
THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 14.00 FEET, WITH A RADIUS
OF 30.00 FEET, WITH A CHORD BEARING OF S 70°49'43" W, AND A CHORD LENGTH OF 13.88 FEET TO A
SET #4 REBAR;
THENCE N 06°37'46" E A DISTANCE OF 182.89 FEET TO A SET #4 REBAR;
THENCE N 43°44'14" W A DISTANCE OF 61.03 FEET TO A SET #4 REBAR;
THENCE N 13°10'33" W A DISTANCE OF 123.60 FEET TO A SET #4 REBAR;
THENCE N 49°23'34" W A DISTANCE OF 217.34 FEET TO A SET #4 REBAR;

THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 249.19 FEET, WITH A RADIUS OF 470.00 FEET, WITH A CHORD BEARING OF N 68°04'55" E, AND A CHORD LENGTH OF 246.29 FEET TO A POINT;

THENCE N 83°16'16" E A DISTANCE OF 77.22 FEET TO A SET #4 REBAR;

THENCE N 06°43'44" W A DISTANCE OF 60.00 FEET TO A SET #4 REBAR;

THENCE N 04°36'12" W A DISTANCE OF 242.85 FEET TO A SET #4 REBAR;

THENCE S 59°59'30" E A DISTANCE OF 57.51 FEET TO A SET #4 REBAR;

THENCE S 59°59'30" E A DISTANCE OF 9.98 FEET TO A SET #4 REBAR;

THENCE N 84°58'32" E A DISTANCE OF 194.34 FEET TO A SET #4 REBAR;

THENCE N 68°52'02" E A DISTANCE OF 179.37 FEET TO A SET #4 REBAR;

THENCE N 30°21'15" E A DISTANCE OF 566.31 FEET TO A SET #4 REBAR;

THENCE S 59°41'31" E A DISTANCE OF 3.91 FEET TO A SET #4 REBAR;

THENCE S 59°32'12" E A DISTANCE OF 155.13 FEET TO A SET #4 REBAR;

THENCE S 59°32'12" E A DISTANCE OF 578.43 FEET TO A SET #4 REBAR;

THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 263.03 FEET, WITH A RADIUS OF 220.00 FEET, WITH A CHORD BEARING OF N 86°12'42" E, AND A CHORD LENGTH OF 247.65 FEET TO A SET #4 REBAR;

THENCE N 51°57'36" E A DISTANCE OF 411.11 FEET TO A SET #4 REBAR;

THENCE N 51°57'36" E A DISTANCE OF 125.35 FEET TO A POINT;

THENCE N 46°47'09" E A DISTANCE OF 37.17 FEET TO A SET #4 REBAR;

THENCE N 46°47'09" E A DISTANCE OF 27.30 FEET TO A SET #4 REBAR;

THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 142.60 FEET, WITH A RADIUS OF 693.00 FEET, WITH A CHORD BEARING OF N 40°53'28" E, AND A CHORD LENGTH OF 142.35 FEET TO A SET #4 REBAR;

THENCE N 33°22'00" E A DISTANCE OF 48.38 FEET TO AN EXISTING CONCRETE MONUMENT WHICH IS THE POINT OF BEGINNING, AND CONTAINING 174.7 ACRES MORE OR LESS.