

WHEN RECORDED PLEASE MAIL TO:
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201 South Main Street
Salt Lake City, UT 84111

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00911212 Bk 1688 Pg 0221
RUSSELL SHIRTS & WASHINGTON CO RECORDER
2004 NOV 16 09:20 AM FEE \$39.00 BY AMH
FOR: SOUTHERN UTAH TITLE CO

**THIRD AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
THE CONDOMINIUMS AT RED MOUNTAIN,
A CONDOMINIUM DEVELOPMENT**

This Third Amendment to Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, a Condominium Development ("Third Amendment") is executed pursuant to the provisions of that certain Declaration described in Recital "B" below and pursuant to the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Ann.), by Pivotal Mark II, L.L.C., an Arizona limited liability company ("Declarant") and by The Condominiums at Red Mountain Owners Association, Inc., a Utah nonprofit corporation ("Condominium Association").

RECITALS

A. The Condominium Association is the association of condominium unit owners at The Condominiums at Red Mountain situated in Washington County, Utah ("Project") located on the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. On February 11, 2003, Declarant recorded with the office of the County Recorder for Washington County, State of Utah, an Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, in Book 1521, at Pages 2439 through 2517, with recorder's entry number 803265 ("Declaration") covering the Project. In connection with the recording of the Declaration, Declarant also recorded a Record of Survey Map ("Map") for Phase 1 of the Project with the office of the County Recorder for Washington County, State of Utah, a reduced copy of such Map was attached as Exhibit D to the Declaration.

C. On March 25, 2003, Declarant and the Condominium Association recorded with the office of the County Recorder for Washington County, State of Utah, a First Amendment to Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, in Book 1532, at Pages 514 through 522, with recorder's entry number 810382 ("First Amendment"), exercising Declarant's Option to Expand the Project and making certain other amendments to the Declaration. In connection with the recording of the

First Amendment, Declarant also recorded a supplemental Record of Survey Map for Phase II of the Project with the office of the County Recorder for Washington County, State of Utah.

D. Declarant and the Condominium Association previously recorded with the office of the County Recorder for Washington County, State of Utah, a Second Amendment to Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, a Condominium Development (f/k/a The Villas at Red Mountain) ("Second Amendment"), to change the name of the Project from "The Villas at Red Mountain, a Condominium Development" to "The Condominiums at Red Mountain, a Condominium Development" and making certain other amendments to the Declaration. In connection with the recording of the Second Amendment, Declarant also recorded an amended Map for Phases I and II of the Project with the office of the County Recorder for Washington County, State of Utah.

E. The definition of "Map" also includes the supplemental Record of Survey Map for Phase II recorded in accordance with Declarant's exercise of its Option to Expand the Project described in Recital C above, and the amended condominium plats for Phases I and II of the Project as described in Recital D above.

F. Declarant and the Condominium Association desire to amend the Declaration to permit the use of certain Units for the operation of a fractional club or other shared ownership program and to make certain other amendments to the Declaration, as set forth and described in this Third Amendment.

G. Pursuant to Article 21 of the Declaration, the Declaration may be amended only by the affirmative vote or written consent of at least a bare majority of the Total Votes of the Condominium Association. Declarant owns all of the Units in the Project, and therefore, holds all of the Total Votes of the Condominium Association. Article 21 further provides that any amendment to the Declaration shall be evidenced by an instrument containing a certification from an officer of the Condominium Association designated for that purpose, or in their absence of such designation, by the President of the Condominium Association that the appropriate consent has been obtained.

NOW, THEREFORE, Declarant and the Condominium Association hereby amend the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Third Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Third Amendment.

2. Option to Contract. Section 12.5 pertaining to the Declarant's Option to Contract the Project is amended and restated as follows:

12.5 Option to Contract. Declarant hereby reserves the unilateral and exclusive option to withdraw land from the Project (the "Option to Contract") without the prior consent of the Owners, Mortgagees or the Condominium Association at any time prior to the expiration of seven (7) years from the date of

recording of this Declaration, which date shall occur on or before February 11, 2010. The terms and conditions of the Option to Contract shall be as follows:

12.5.1. The real property subject to this Option to Contract consists of the real property sometimes hereinafter referred to as the "Withdrawable Land" being more particularly described as follows:

See Exhibit "B" attached hereto and incorporated herein by this reference.

12.5.2. The Option to Contract may be exercised as to the entire parcel described in Section 12.5.1 above, or to any portion thereof, and in any order and at different times.

12.5.3. Other than the Withdrawable Land described in Section 12.5.1 above, no other real property within the boundaries of the Project shall be subject to the Option to Contract.

12.5.4. Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, or a portion thereof or an interest therein, shall be deemed to have consented to all provisions of this Section 12.5.

12.5.5. A withdrawal of land from the Project shall be deemed to have occurred at the time of the recordation of an Amendment to the Declaration and the Supplemental Map, if necessary, executed by the Declarant, containing the legal description of the land being withdrawn. After the filing for record of such Amendment to this Declaration reflecting Declarant's exercise of the Option to Contract, or any part thereof, title to each such portion of the Withdrawable Land shall be vested in and held by Declarant and none of the Owners, Mortgagees nor the Condominium Association shall have any claim or title to or interest in such Withdrawable Land.

12.5.6. No provision of this Section 12.5 shall be amended without the prior written consent of Declarant, so long as the Declarant owns any Unit, or portion thereof or interest therein, in the Project.

12.5.7. Declarant shall have no right to withdraw any land from the Project which contains Units which have been conveyed to a third-party purchaser other than an affiliate of Declarant.

12.5.8. Declarant shall not be required to obtain the consent of any Owners, Mortgagees or the Condominium Association or of any other person or entity having any right or

interest in all or any portion of the Project prior to or subsequent to withdrawing a portion or all of the Withdrawable Land.

12.5.9. In the event Declarant withdraws any or all of the Withdrawable Land, Declarant shall have an easement and right of way for vehicular access over, across and with respect to all portions of the Common Areas and Facilities of the Project which are utilized for vehicular access to such Withdrawable Land. The total cost of maintenance and operation for the vehicular access with respect to both the Project and the Withdrawable Land shall be equitably allocated between the owners of the Project and the Owners of the Withdrawable Land.

12.5.10 Any portion of the Withdrawable Land which is withdrawn by Declarant may be annexed and added to the Project thereafter in accordance with Section 8.1.

12.5.11 The undivided interest in the Common Areas and Facilities for all Units in the Project shall be reallocated at the time Declarant records an Amendment reflecting Declarant's exercise of its Option to Contract in accordance with the provisions set forth in this Declaration so that each Unit has an equal undivided interest. It is contemplated that there may be multiple Amendments filed by Declarant and such Amendments are hereby expressly authorized.

3. Unilateral Amendments. The following Section 12.6 pertaining to Declarant's authority to adopt unilateral amendments is hereby added to the Declaration:

12.6 Unilateral Amendments. Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith as also set forth in Article 21 below; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Project; provided, however, any such amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing. Further, prior to the expiration of the Period of Declarant Control, Declarant may unilaterally amend this Declaration for any other purpose whatsoever; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it materially adversely affect title to any property without the consent of the affected Owner.

4. Fractional Ownership Programs. Section 13.18 prohibiting timesharing is amended and restated as follows:

13.18 Fractional Ownership Programs. Notwithstanding anything contained in this Declaration to the contrary, including but not limited to Section 11.2, Section 13.1, Section 13.6, which Sections are hereby amended to be consistent with this Section 13.18, Declarant, or its successor or assignee with respect to a portion or all of the Developmental Rights under Article 8 and this Section 13.18 ("Permitted Assignee"), shall have the right to submit some or all of the Units in the Project, whether now owned or hereafter acquired, to a fractional, club, or other shared ownership or use program ("Program"), whereby the right to exclusive use of such Units rotates among participants in such Program on a fixed, floating or reserved time basis over a period of years, as Declarant or its Permitted Assignee shall establish in its sole and exclusive discretion. No Owner, other than Declarant or a Permitted Assignee, shall have the right to create or operate such a Program in any Unit at the Project. Title to the fractional or club interests in the Units submitted to the Program, and the undivided interest in the Common Areas and Facilities appurtenant to each, may be separately held, conveyed, devised, encumbered and otherwise utilized to effectuate and implement such Program. Declarant shall not offer or sell any fractional or club ownership interest in a Unit submitted to the Program which is smaller than a 1/13th fractional ownership interest, or a membership program providing for less than four (4) weeks of occupancy and use per year. Declarant and any Permitted Assignee is hereby granted the right and shall be authorized to execute and record, without the vote, consent or joinder of the Condominium Association or any other Owners, such additional documents as it or they deem necessary, including but not limited to, amendments to this Declaration and/or one or more overlay declarations of covenants to implement the Program for those Units which become part of the Program.

5. Initial Capital Contribution. Section 22.5 requiring an initial capital contribution is amended and restated as follows:

22.5 Initial Working Capital. To provide the Condominium Association with initial operating funds, Declarant reserves the unilateral right, without obligation and without requiring an amendment to this Declaration, to require each purchaser of a Unit from the Declarant to pay to the Condominium Association, immediately upon becoming the Owner of the Unit, a sum equal to two monthly installments of the Regular Common Assessment for such Unit. Should Declarant exercise its right to require Owners to pay such working capital contributions, then such amounts shall be non-refundable and shall not be considered as an advance payment of any Assessment levied by the Condominium Association against such Unit pursuant to this Declaration.

6. Deletion Reserve Contribution. Section 22.6 pertaining to each Owner's obligation to pay a "Reserve Contribution" to the Condominium Association is hereby deleted in its entirety.

7. Declarant Subsidy. The following Section 22.8 pertaining to Declarant's reserved right to subsidize the Condominium Association is hereby added to the Declaration:

22.8 Declarant Subsidy. To the extent permitted by law, Declarant may without obligation pay the Condominium Association an amount less than its proportionate share of Common Expenses or other permitted Common Assessments for which it owes, provided Declarant has executed a subsidy agreement approved, if required by law, by the controlling real estate division requiring Declarant to pay monies which are sufficient, together with the Common Assessments paid by all other Owners, to enable the Association to timely pay all of the Common Expenses. Any subsidy agreement shall require Declarant to pay its full proportionate share of all reserves for replacement and capital improvements assessed against the Units which it owns.

8. Declaration Remains in Effect. This Third Amendment shall be considered supplemental to the Declaration, to the Map, to the First Amendment and to the Second Amendment, as all of the same may further be amended. Except as expressly amended by the foregoing, the Declaration, the Map, the First Amendment and the Second Amendment shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Third Amendment. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Declaration, this Third Amendment shall control.

9. Authority. Declarant hereby certifies that Declarant may execute this Third Amendment without the consent or signature of any other party or Owner. In addition, the President of the Condominium Association, by executing this Third Amendment, hereby certifies that the appropriate consent to this Third Amendment has been obtained.

10. Counterparts. This Third Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Third Amendment is hereby executed this 19th day of October, 2004.

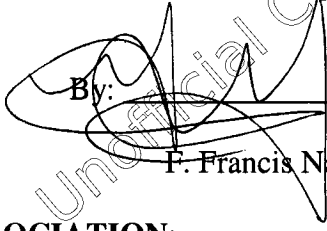
DECLARANT:

PIVOTAL MARK II, L.L.C.,
an Arizona limited liability company

By: Pivotal Spa I, L.L.C.,
Its: Administrative Member

By: Pivotal Group X, L.L.C.,
Its: Administrative Member

By: F. Francis Najafi, Trustee of the Najafi
Family Trust
Its: Administrative Member

By: 
F. Francis Najafi, Trustee

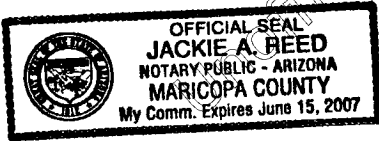
CONDOMINIUM ASSOCIATION:

**THE CONDOMINIUMS AT RED MOUNTAIN
OWNER ASSOCIATION, INC.,**
a Utah nonprofit corporation

By: 
Its: President

STATE OF Arizona)
)
) :ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 19 day of Oct., 2004, by F. Francis Najafi, Trustee of the Najafi Trust dated July 30, 1996, the Administrative Member of Pivotal Group X, L.L.C., an Arizona limited liability company, the Managing Member of Pivotal Spa I, L.L.C., an Arizona limited liability company, the Manager of Pivotal Mark II, L.L.C., an Arizona limited liability company.

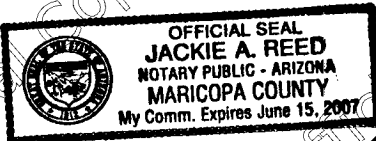


Jackie A. Reed
NOTARY PUBLIC
Residing at: Phoenix, Arizona

My Commission expires: 6-15-07

STATE OF ARIZONA)
)
) :ss.
COUNTY OF MARICOPA)

On the 19 day of October, 2004, personally appeared before me F. Francis Najafi, who, being by me duly sworn, did say that he/she is the President of The Condominiums at Red Mountain Owners Association, Inc., a Utah nonprofit corporation.



Jackie A. Reed
NOTARY PUBLIC
Residing at: Phoenix, Arizona

My Commission expires: 6-15-07

STATE OF _____)
)
) :ss.
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by F. Francis Najafi, Trustee of the Najafi Trust dated July 30, 1996, the Administrative Member of Pivotal Group X, L.L.C., an Arizona limited liability company, the Managing Member of Pivotal Spa I, L.L.C., an Arizona limited liability company, the Manager of Pivotal Mark II, L.L.C., an Arizona limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission expires:

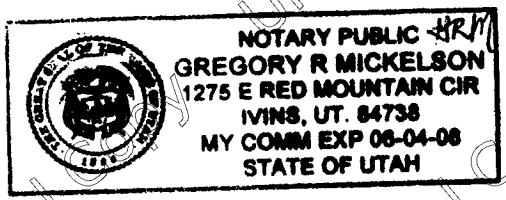
STATE OF _____)
)
) :ss.
)
COUNTY OF _____)

* On the 12 day of November, 2004, personally appeared before me ~~Gregory R. Mickelson~~, who, being by me duly sworn, did say that he/she is the President of The Condominiums at Red Mountain Owners Association, Inc., a Utah nonprofit corporation.

* Deborah EVANS

Gregory R. Mickelson
NOTARY PUBLIC
Residing at: 1275 East Red Mountain Circle Ivins, UT 84738

My Commission expires:



**CONSENT, SUBORDINATION AND NONDISTURBANCE
COVENANT OF LIENHOLDER**

The undersigned PIVOTAL DEBT FUND, L.L.C., an Arizona limited liability company ("Lienholder") as the beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 17, 2003, between Pivotal Mark II, L.L.C., an Arizona limited liability company, as trustor, and Lawyers Title of Arizona, Inc., as trustee, for the benefit of Lienholder, recorded in the official records of Washington County, Utah on October 17, 2003 in Book 1589, Page 2208, Entry No. 846146 ("Deed of Trust"), consents to all of the provisions contained in the attached Third Amendment to Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, A Condominium Development, and covenants and agrees that the lien of the Deed of Trust shall be junior, subordinate and subject to said Third Amendment, and that any foreclosure of the Deed of Trust, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the attached Third Amendment.

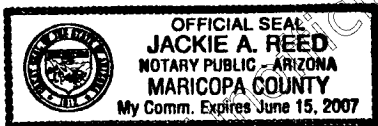
DATED this 19 day of October, 2003.

PIVOTAL DEBT FUND, L.L.C.,
an Arizona limited liability company

By: [Signature]
Name: F. FRANCIS NAJAFI
Its: Administrative member

STATE OF ARIZONA)
)
) :ss.
)
COUNTY OF MARICOPA)

On the 19 day of October, 2004, personally appeared before me F. FRANCIS NAJAFI, who, being by me duly sworn, did say that he/she is the Admin. Member of Pivotal Debt Fund, L.L.C., an Arizona limited liability company.



Jackie A. Reed
NOTARY PUBLIC
Residing at: Phoenix, Arizona

My Commission expires: 6-15-07

Exhibit "A"

Project Legal Description

All of Units M1, M2, M3 and M4 as established and described in that certain Final Plat of The Villas at Red Mountain, Phase I, recorded January 2, 2003, in Book 1512, at Page 1910, Instrument No. 796847, in the office of the County Recorder for Washington County, State of Utah, as the same may be amended from time to time; and all of Units N1, N2, N3, N4, O1, O2, O3, O4, P1, P2, P3, P4, Q1, Q2, Q3, Q4, R1, R2, R3, R4, S1, S2, S3, S4, T1, T2, T3, T4, U1, U2, U3, U4, V1, V2, V3, V4, W1, W2, W3, W4, X1, X2, X3, X4, Y1, Y2, Y3 and Y4 as established and described in that certain Final Plat of The Condominiums at Red Mountain, Phase 2, Amended, recorded 11-16, 2004, in Book 1688, at Page 183, Instrument No. 911209, in the office of the County Recorder for Washington County, State of Utah, as the same may be amended from time to time; and the accompanying Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, recorded February 11, 2003, in Book 1521, at Page 2439, Instrument No. 803265, in the official records of Washington County, Utah, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, recorded March 25, 2003, in Book 1532, at Page 514, Instrument No. 810382, in the official records of Washington County, Utah, as such Declaration may be further amended from time to time, together with the undivided fee ownership interest in the Common Areas and Facilities appurtenant to said Units as set forth in said Condominium Declaration.

Exhibit "B"

Withdrawable Land Legal Description

**The Condominiums at Red Mountain, Phase II, Amended
Less Building "N" and Building "X"**

Beginning at an angle point in the boundary of The Condominiums at Red Mountain, Phase 1, said point lies South 88°43'01" East 677.77 feet along the section line and North 00°00'00" East 151.85 feet from the north quarter corner of Section 4, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence coincident with said boundary in the following four (4) courses: North 01°09'20" West 136.34 feet; thence North 14°23'16" West 97.83 feet; thence South 75°36'44" West 106.14 feet; thence South 71°17'25" West 30.00 feet to the northwest corner of said Phase 1; thence leaving said Phase 1 North 18°42'35" West 4.34 feet to the point of curvature of a 1,414.00 foot radius curve concave westerly; thence northerly 67.24 feet along the arc of said curve through a central angle of 02°43'28" to the point of reverse curvature of a 402.24 foot radius curve concave easterly; thence northerly 195.86 feet along the arc of said curve through a central angle of 27°53'53" to a point on a radial line; thence along said radial line South 83°32'09" East 135.73 feet; thence North 77°28'56" East 141.13 feet; thence North 43°53'57" East 134.43 feet; thence South 88°47'01" East 294.62 feet; thence South 40°00'00" East 499.17 feet; thence South 01°13'26" West 194.51 feet; thence North 88°47'01" West 769.28 feet to said angle point and the point of beginning. Contains 9.546 acres.

Less and accepting the following description for Building "N":

Beginning at a point being South 88°43'01" East 601.54 feet along the section line and North 379.01 feet from the North Quarter Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 32°58'08" West 6.33 feet;
thence South 57°01'52" West 3.05 feet;
thence North 32°58'08" West 4.88 feet;
thence North 57°01'52" East 0.84 feet;
thence North 32°58'08" West 7.68 feet;
thence North 57°01'52" East 6.97 feet;
thence North 32°58'08" West 10.11 feet;
thence South 57°01'52" West 6.24 feet;
thence North 32°58'08" West 11.61 feet;
thence South 57°01'52" West 4.33 feet;
thence South 32°58'08" East 4.16 feet;
thence South 57°01'52" West 5.83 feet;
thence North 32°58'08" West 8.98 feet;
thence North 57°01'52" East 9.18 feet;
thence North 32°58'08" West 6.23 feet;

thence South 57°01'52" West 8.19 feet;
 thence North 32°58'08" West 6.41 feet;
 thence South 57°01'52" West 9.17 feet;
 thence North 32°58'08" West 8.98 feet;
 thence North 57°01'52" East 5.84 feet;
 thence South 32°58'08" East 4.09 feet;
 thence North 57°01'52" East 4.27 feet;
 thence North 32°58'08" West 11.59 feet;
 thence North 57°01'52" East 6.18 feet;
 thence North 32°58'08" West 10.04 feet;
 thence South 57°01'52" West 6.82 feet;
 thence North 32°58'08" West 7.54 feet;
 thence South 57°01'52" West 0.90 feet;
 thence North 32°58'08" West 4.86 feet;
 thence North 57°01'52" East 2.91 feet;
 thence North 32°58'08" West 6.34 feet;
 thence North 57°01'52" East 41.41 feet;
 thence South 32°58'08" East 13.53 feet;
 thence North 57°01'52" East 2.72 feet;
 thence South 32°58'08" East 23.65 feet;
 thence South 57°01'52" West 1.92 feet;
 thence South 32°58'08" East 14.26 feet;
 thence North 57°01'52" East 8.00 feet;
 thence South 32°58'08" East 14.35 feet;
 thence North 57°01'52" East 1.99 feet;
 thence South 32°58'08" East 23.66 feet;
 thence South 57°01'52" West 2.50 feet;
 thence South 32°58'08" East 13.88 feet;
 thence South 57°01'52" West 41.36 feet to the Point of Beginning.

Containing 0.106 acres.

Less and accepting the following description for Building "X":

Beginning at a point being South 88°43'01" East 653.40 feet along the section
 line and North 435.92 feet from the North Quarter Corner of Section 4, Township
 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 10°22'00" West 41.36 feet;
 thence North 79°38'00" East 6.33 feet;
 thence North 10°22'00" West 3.05 feet;
 thence North 79°38'00" East 4.88 feet;
 thence South 10°22'00" East 0.84 feet;
 thence North 79°38'00" East 7.68 feet;
 thence South 10°22'00" East 6.97 feet;
 thence North 79°38'00" East 10.11 feet;
 thence North 10°22'00" West 6.24 feet;

thence North 79°38'00" East 11.61 feet;
thence North 10°22'00" West 4.33 feet;
thence South 79°38'00" West 4.16 feet;
thence North 10°22'00" West 5.83 feet;
thence North 79°38'00" East 8.98 feet;
thence South 10°22'00" East 9.18 feet;
thence North 79°38'00" East 6.23 feet;
thence North 10°22'00" West 8.19 feet;
thence North 79°38'00" East 6.41 feet;
thence North 10°22'00" West 9.17 feet;
thence North 79°38'00" East 8.98 feet;
thence South 10°22'00" East 5.84 feet;
thence South 79°38'00" West 4.09 feet;
thence South 10°22'00" East 4.27 feet;
thence North 79°38'00" East 11.59 feet;
thence South 10°22'00" East 6.18 feet;
thence North 79°38'00" East 10.04 feet;
thence North 10°22'00" West 6.82 feet;
thence North 79°38'00" East 7.54 feet;
thence North 10°22'00" West 0.90 feet;
thence North 79°38'00" East 4.86 feet;
thence South 10°22'00" East 2.91 feet;
thence North 79°38'00" East 6.34 feet;
thence South 10°22'00" East 41.41 feet;
thence South 79°38'00" West 13.53 feet;
thence South 10°22'00" East 2.72 feet;
thence South 79°38'00" West 23.65 feet;
thence North 10°22'00" West 1.92 feet;
thence South 79°38'00" West 14.26 feet;
thence South 10°22'00" East 8.00 feet;
thence South 79°38'00" West 14.35 feet;
thence South 10°22'00" East 1.99 feet;
thence South 79°38'00" West 23.66 feet;
thence North 10°22'00" West 2.50 feet;
thence South 79°38'00" West 13.88 feet to the Point of Beginning.

Containing 0.106 acres.

Total acreage including less and excepting 9.334 acres