

Entry No.	167467	Book	M.160
RECORDED	6-16-80	at	2:45 PM Page 215
REQUEST of	SUMMIT CO. TITLE		
FEE	WANDA Y. SPRIGGS, SUMMIT CO RECORDER		
\$	2.150	By	<i>Wanda Y. Spriggs</i>
INDEXED	ABSTRACT		

DECLARATION OF PROTECTIVE COVENANTS  
FOR AMERICAN FLAG SUBDIVISION

THIS DECLARATION is made this 12th day of June, 1980, by ROYAL STREET LAND COMPANY, a Utah corporation.

I. PURPOSE OF COVENANTS

1.1 It is the intention of Royal Street Land Company, expressed by its execution of this instrument, that the property within American Flag Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of American Flag Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. Royal Street Land Company hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS

2.1 Declarant: "Declarant" means Royal Street Land Company, together with its successor and assigns.

See Amendment to Declaration, etc.  
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2.2 Property: "Property" means that certain real property located in Summit County, Utah, described in Exhibit A attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of property shown as such on the recorded Subdivision plat.

2.5 Subdivision: "Subdivision" shall mean American Flag Subdivision as recorded in the records of Summit County.

### III. AMERICAN FLAG HOMEOWNERS ASSOCIATION

3.1 General Purposes and Powers: American Flag Homeowners Association ("Association") has been formed and incorporated as a Utah non-profit corporation to be constituted and to perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit making activity.

3.2 Membership in American Flag Subdivision Homeowners Association: All persons who own any building lot in the Subdivision, by whatever means acquired, shall automatically become Members of the Association in accordance with the Articles of Incorporation and By-Laws of said Association as presently in effect and as the same may be duly amended from time to time.

IV. ARCHITECTURAL COMMITTEE

4.1 Architectural Committee: The Architectural Committee shall consist of three members. The Committee shall consist of two members selected by the Declarant with the one remaining membership being selected by the American Flag Homeowners Association. At such time as 90% of the lots are sold or in five years, whichever comes later, Declarant's memberships shall pass to the Homeowners Association. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, antennae, flag poles, curbs and walks shall ever be erected, altered, or permitted to remain on any lands within the Subdivision, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. A fee of \$50 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements, to be made after the initial improvements, which will cost less than \$500 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography and finished

grade elevations and harmony of landscaping with the natural setting and surroundings, and shall ascertain whether the architecture conforms to the architectural guidelines. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of the plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 45 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved.

4.3 Variances: The Architectural Committee has the authority to deviate from the requirements contained herein in extenuating circumstances, when following these covenants would create an unreasonable hardship or burden for a property owner. An affirmative vote of a majority of the members of the Architectural Committee must be gained for a variance to be granted. The Architectural Committee does not however, have authority to allow deviation beyond the guidelines of the Park City Land Management Code.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished grade elevation in keeping with the architectural guidelines.

4.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subdivision, whether

they already own lands or are contemplating the purchase of such lands may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete plans and specification to allow the Architectural Committee to act intelligently on giving an informed preliminary approval or disapproval until such time as complete plans are submitted and approved or disapproved.

4.6 Plans: The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4.7 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to the Association or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or group acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

4.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken

by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.

V. GENERAL RESTRICTIONS ON ALL PROPERTY

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales model, or (b) any owner or his duly authorized agent from renting or leasing said owner's residential Building from time to time, subject to all of the provisions of this Declaration.

5.4 Restriction of Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his

home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

5.5 Restrictions on Animals: No animals other than ordinary household pets may be kept or allowed to remain on any of the Property. Such ordinary household pets may not be kept or allowed to remain on the Property unless and until written authorization is obtained from the Board of Trustees of the Association. The Board of Trustees, in its sole discretion, shall have the right to revoke such authorization at any time in its sole discretion and shall have the power to require any owner or lessee of lands in the Subdivision to remove any animal or other pet belonging to it which is not disciplined or which constitutes an undue annoyance to other owners or lessees of land in the Subdivision.

5.6 No Resubdivision: No Lot shall be resubdivided and no Building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

5.7 Underground Utility Lines: All water, gas, electrical, telephone and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

5.8 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot in the Property shall be

kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, access roads and area surrounding the Property.

5.9 Maintenance of Property: All Property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

5.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.11 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.12 No Unsightliness: No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved Building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) No trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed,



repaired or abandoned upon any of the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property, except in service yards meeting the requirements of Section 5.8; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted within Buildings or on Lots if visible from Buildings, Lots or areas surrounding the Property.

5.13 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot or Property which is noxious or offensive to others.

5.14 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property. Any other type of sewage disposal system shall be installed only after approval by the Architectural Committee and all governmental health authorities having jurisdiction.

5.15 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

VI. RESTRICTION ON LOTS

6.1 Number and Location of Buildings: No Building or structures shall be placed, erected, altered, or permitted to remain on any Lot other than one single family dwelling and one garage together with related nonresidential structures and improvements of the types described in Section 4.2 hereof. At the time of construction of the single family dwelling on any Lot, said Lot must also be improved with a garage with at least a two-car capacity.

6.2 Residence Floor Area: The single-family dwelling which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches, and patios of 2,000 square feet.

6.3 Single Family Dwelling to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the single family dwelling on the same Lot except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and each Building, structure, or improvement which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

6.4 Setbacks and Building Placement: All Buildings on all Lots shall be set back at least 12 feet from the side, 20 feet from the rear, and 25 feet from the front lot line. The "Front Lot Line" is defined to mean that Lot line of a Lot abutting on a dedicated road. On corner lots, the side yard which faces a street is to be setback a minimum of 12 feet with consideration given to the maintenance of a clear view of intersecting streets as defined in the Park City Land Management Code.

6.5 Height Limitations: No portion of a building on the Property shall be erected to a height greater than 28 feet, measured from natural or unmodified grade at that point on the building site. This measurement applies to all elevations of the building, the intent being that buildings will conform with and reflect the natural contour of the land.

6.6 Towers and Antennae: No Towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any lot. It is recommended that lightning rods be installed on all structures.

6.7 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and approval in accordance with Section 4.9 hereof.

6.8 Fences: It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a Building or structure. All perimeter fencing shall be of a type specified by the Architectural Committee. Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.

6.9 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

6.10 Building Location and Driveway Length: In no event shall the length of the driveway on Lots No. 1 through No. 9, inclusive, No. 15, No. 16, No. 33 through No. 51, inclusive, or No. 59 through No. 68, inclusive, measured from the point at which said driveway connects with the street to a point at which said driveway first touches a building situated on said Lot exceed one-third of the longest straight boundary line of the particular lot.

6.11 Driveway Access: Driveway access for all Lots within the subdivision may not be from any street or road other than interior roads within the Subdivision.

6.12 Building Masses, Form and Roof Lines: In all cases, building masses, forms and roof lines shall conform to and with existing contours. On Lots No. 1 through No. 9, inclusive, No. 33 through No. 51, Inclusive, and No. 59 through No. 68, inclusive, buildings must be designed and constructed in such a manner that the street side access portion of the Building shall not exceed one livable story in height and then terrace down the slope for the balance of the structure. At no point shall the maximum height of any structure on any of the lots designated in this Section 6.12 exceed in elevation two stories of living space above the existing land contour at said point.

6.13 Sewer Ejector Pumping Systems: The owners of Lots No. 33 through No. 51, inclusive or Lot 53, and any party utilizing said lots shall be obligated to construct, maintain and operate on each of said lots a sewer ejector pumping system sufficient to transmit all sewage emanating from any building or structure on said lot to the transmission lines of the Snyderville Basin Sewer Improvement District, or such other entity as furnishes sewer disposal services in connection with said Lot, and meeting all requirements of the Snyderville Basin Sewer Improvement District or such other entity.

VII. ENFORCEMENT

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

7.3 Limited Liability: Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Committee nor any member, agent or employee of any of the same shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISIONS

8.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2030, A.D., provided however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than 90% of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than 90% of the Lots then subject to this Declaration as aforesaid.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this

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Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than 90% of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

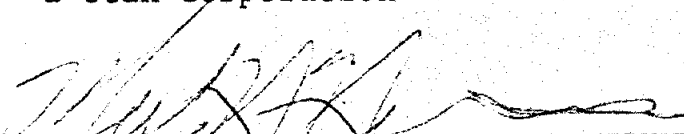
8.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

8.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

IN WITNESS WHEREOF, Royal Street Land Company has executed this Declaration the day and year first above written.

ROYAL STREET LAND COMPANY  
a Utah corporation

  
Merle H. Huseth, President

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF SUMMIT    )

On the 12th day of June, 1980, personally appeared before me Merle H. Huseeth, who, being by me duly sworn, did say that he is the President of Royal Street Land Company, a Utah corporation, and that the within and foregoing Declaration of Protective Covenants for American Flag Subdivision was signed in behalf of said corporation by authority of the unanimous written consent of all the Directors of its Board of Directors, and said Merle H. Huseeth duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Laurie M. Pergande  
NOTARY PUBLIC  
Residing at Park City, Utah

My Commission Expires:  
3-76-83

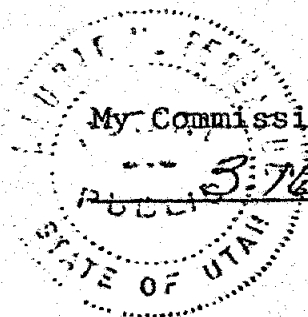




EXHIBIT A

Parcel 1

Beginning at a point N.  $0^{\circ}30'11''$  E. 715.055 along a section line and East 547.82 from the Southeast corner of Section 16, T. 2 S., R. 4 E., S.L.B.&M. and running thence East 788.50 feet; thence South 111.81 feet; thence S.  $71^{\circ}02'$  W. 44.78 feet to a point of a 315.00 foot radius curve to the left, the radius point of which bears S.  $18^{\circ}58'$  E. 315.00 feet; thence Southwesterly along the arc of said curve 107.35 feet to a point of tangency; thence S.  $51^{\circ}30'23''$  W. 62.64 feet to a point of a 305.00 foot radius curve to the left, the radius point of which bears S.  $38^{\circ}29'37''$  E. 305.00 feet; thence Southwesterly along the arc of said curve 299.17 feet to a point of a 954.65 foot radius compound curve to the left, the radius point of which bears S.  $81^{\circ}32'39''$  E. 954.65 feet; thence Southerly along the arc of said curve 192.253 feet to a point of tangency; thence S.  $3^{\circ}04'54''$  E. 157.695 feet to a point of a 1115.00 foot radius curve to the left, the radius point of which bears N.  $86^{\circ}55'06''$  E. 1115.00 feet; thence Southeasterly along the arc of said curve 197.95 feet to a point of a 2101.81 foot radius compound curve to the left, the radius point of which bears N.  $76^{\circ}44'47''$  E. 2101.81 feet; thence Southeasterly along the arc of said curve 211.77 feet to a point of tangency; thence S.  $19^{\circ}01'35''$  E. 396.06 feet; thence West 701.53 feet; thence N.  $33^{\circ}15'$  E. 100.00 feet; thence N.  $50^{\circ}31'45''$  W. 56.73 feet; thence N.  $8^{\circ}22'17''$  E. 555.91 feet; thence S.  $47^{\circ}39'$  W. 298.67 feet; thence N.  $50^{\circ}38'$  W. 443.10 feet; thence N.  $26^{\circ}39'$  W. 167.60 feet; thence N.  $47^{\circ}39'$  E. 733.10 feet; thence N.  $0^{\circ}21'43''$  W. 140.00 feet to the point of beginning. Contains 26.058 acres.

Parcel 2

Beginning at a point South 1653.09 feet and East 1576.86 feet from the Southeast corner of Section 16, T. 2 S., R. 4 E., S.L.B.&M. and running thence S.  $45^{\circ}00'$  E. 228.55 feet; thence N.  $81^{\circ}00'$  E. 512.70 feet; thence N.  $16^{\circ}40'$  E. 1268.00 feet; thence North 365.95 feet to a point of a 779.20 foot radius curve to the left, the radius point of which bears S.  $51^{\circ}08'14''$  W. 779.20 feet; thence Northwesterly along the arc of said curve 40.29 feet to a point of tangency; thence N.  $41^{\circ}49'32''$  W. 402.97 feet to a point of a 503.76 foot radius curve to the left, the radius point of which bears S.  $48^{\circ}10'28''$  W. 503.76 feet; thence Northwesterly along the arc of said curve 124.655 feet to a point of tangency; thence N.  $56^{\circ}00'12''$  W. 321.16 feet to a point of a 365.00 foot radius curve to the left, the radius point of which bears S.  $33^{\circ}59'48''$  W. 365.00 feet; thence Northwesterly along the arc of said curve 146.91 feet to a point of tangency; thence N.  $79^{\circ}03'51''$  W. 338.12 feet to a point of a 145.00 foot radius curve to the left, the radius point of which bears S.  $10^{\circ}56'09''$  W. 145.00 feet; thence Westerly along the arc of said curve 75.68 feet to a point of tangency; thence S.  $71^{\circ}02'$  W. 94.40 feet to a point of a 245.00 foot radius curve to the left, the radius point of which bears S.  $18^{\circ}58'$  E. 245.00 feet; thence Southwesterly along the arc of said curve 83.50 feet to a point of tangency; thence S.

51°30'02" W. 62.64 feet to a point of a 235.00 foot radius curve to the left, the radius point of which bears S. 38°29'37" E. 235.00 feet; thence Southwesterly along the arc of said curve 176.57 feet to a point of a 884.64 foot radius curve to the left, the radius point of which bears S. 81°32'39" E. 884.64 feet; thence Southerly along the arc of said curve 178.14 feet to a point of tangency; thence S. 3°04'54" E. 157.70 feet to a point of a 1045.00 foot radius curve to the left, the radius point of which bears N. 86°55'06" E. 1045.00 feet; thence Southeasterly along the arc of said curve 185.52 feet to a point of a 2031.80 foot radius curve to the left, the radius point of which bears N. 76°44'47" E. 2031.80 feet; thence Southeasterly along the arc of said curve 204.71 feet to a point of tangency; thence S. 19°01'35" E. 573.35 feet to a point of a 866.65 foot radius curve to the left, the radius point of which bears N. 70°58'25" E. 866.65 feet; thence Southeasterly along the arc of said curve 229.13 feet to a point of tangency; thence S. 34°10'28" E. 211.53 feet to a point of a 245.00 foot radius curve to the right, the radius point of which bears S. 55°49'32" W. 245.00 feet; thence Southerly along the arc of said curve 338.55 feet to the point of beginning. Contains 57.032 acres.