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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS HAPPY HOLLOW CLUSTER SUBDIVISION

THIS IS A DECLARATION of Covenants, conditions and Restrictions which establishes a cluster Subdivision known as Happy Hollow Subdivision.

Cluster

Declarant possesses certain rights and interests in certain real property in Kaysville, Davis county, Utah, which in more particularly described below and is entitled to exercise all the rights of a Declarant, and is fully able to assign the Declarant's rights.

Declarant will convey the properties subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

It in the desire and intention of Declarant to sell and convey the same to various purchasers, and to convey common area to an Association in which the owners will be members.

DECLARATION

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the map recorded concurrently. This is for the purpose of protecting the value and desirability of the Properties. This Declaration and the Map shall be construed as covenants of equitable servitude, shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Properties are located in Kaysville, Davis county, Utah, and are described as all of Happy Hollow Cluster Subdivision, according to the official plats thereof.

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SHERYL L. WHITE, DAVIS CNTY RECORDER
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REC'D FOR KNOWLTON FAMILY LIMITED PARTNE

RETURNED

JAN 26 2000

ARTICLE I--PROPERTY RIGHTS

Section 1. Title to the Common Area ~~The Declarant will convey fee simple title to the common area to the Association, prior to the conveyance of the first lot, but subject to this Declaration, and easements and rights-of-way of record. In accepting the deed, the Association will covenant to fulfill all the terms of this Declaration, to maintain the common area in good repair and condition at all times and to operate the common area at its own expense in accordance with high standards.~~ *EUN. Jan 25, 2000*

Section 2 Owners' Easements of Enjoyment Every owner has a right and easement of use and enjoyment in and to the common area. This easement is appurtenant to and passes with the title to every lot, subject to:

- (a) The right of the Association to charge reasonable, use service and other fees
- (b) The terms and conditions of this Declaration.

ARTICLE II--MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Every owner is a member of the Association. The term "owner," includes contract purchasers. Membership in the Association automatically transfers upon transfer of title by the record owner to another person or entity.

Section 2. Voting Rights Members are entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be

exercised and they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III--FINANCES AND OPERATIONS

Section 1. Creation of the Lien and Personal obligation of Assessments The Declarant and each

11-465-0001 thru 0010
Lots 1 thru 10

subsequent owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time and hereinafter provided; (3) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them

Section 2. Purpose of Assessments The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and (b) for the improvement and maintenance of common properties, services, and facilities devoted to this purpose. The assessments must provide for but are not limited to insurance maintained by the Association, the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common areas, the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those common areas which must be replaced on a periodic basis; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges including, without limitation, maintenance, management, utility, trash collection, sewer and water charges, and snow removal.

Section 3: Maximum Annual Assessment Until January 1 following recording of this Declaration, the maximum annual assessment shall be One Thousand Dollars (\$1,000.00) per lot. This amount shall be the basis of calculation for future maximum annual assessment

(a) From and after the date referred to above the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.

(b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of the members, voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year, a special assessment applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common area structures, fixtures and personal property related thereto. Special assessments must have the assent of sixty-seven percent (67%) of the votes of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

Section 5. Additional Assessments In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage of disruption resulting to streets or other common areas from the activities of the City of Kaysville, in maintaining, repairing or replacing utility lines and facilities thereon. It is acknowledged that the ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual lots, and that they are installed by the declarant and shall be maintained by the city to City specifications.

3

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting of members called for the purpose of taking any action authorized under sections 3, 4 or 5 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting.

Section 7 Uniform Rate of Assessment: Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. Annual, special and additional assessments may be collected on a

Section 8. Date of commencement of Annual Assessment; Due Dates. The annual assessment provided for herein shall commence to accrue on the first day of the month following conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. In the absence of a determination by the Trustees as to the amount of said assessment, the first annual assessment shall be an amount equal to 90% of the maximum annual assessment provided above.

At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each owner subject thereto. Receipt of notice shall not be a pre-requisite to validity of the assessment.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessment in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 9. Effect of Non-Payment of Assessment- Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Trustees shall determine appropriate) until paid.

The Trustees may, in the name of the Association, (a) bring an action at law against the owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an account for the reasonable rental for the lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the lot of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his lot.

Section 10. Subordination of the Lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender or insured by the Federal Housing Administration or the veterans Administration if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the

4

assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a lot or owner from personal liability for assessments coming due after he taken title or from the lien of such later assessments.

Section 11. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by lot owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A lot owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

Section 1. Casualty Insurance on insurable Common Area The trustees may obtain insurance against hazards and casualties as the Association may deem desirable. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

Section 2. Replacement or Repair of Property In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot owner.

Section 3. Liability Insurance The Trustees may obtain a comprehensive policy of public liability insurance covering all of the common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the common areas.

Section 4. Annual review of Policies All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

ARTICLE V

DECLARATION OF PROTECTIVE COVENANTS FOR HAPPY HOLLOW CLUSTER SUBDIVISION

Section 1. LAND USE AND BUILDING TYPE No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories or 35 Ft. in height (unless approved by the Architectural Control Committee). At least a private two-car garage is mandatory and it is encouraged that it not face the street. No carports allowed. Detached garages or storage buildings in excess of 144 sq. ft. shall only be allowed on lots with the approval of the Architectural Control Committee. Storage sheds not to exceed 144-sq. ft., should be constructed on a concrete slab and of building materials equal to the home. (No used sheds will be allowed.) Exceptions will be considered by the architectural control committee. Wood siding may be used on storage sheds.

Section 2. ARCHITECTURAL CONTROL No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevation. Chain link fences are not permitted. Fencing is discouraged but if needed a vinyl fence is recommended for its durability and low maintenance costs and appearance. The alternative to this is a "Premium Grade 7 cedar fence, wrought iron,

5

brick or rock. Height and placement of fences are to comply with Kaysville City building code.

Section 3. DWELLING QUALITY AND SIZE It is the intention and purpose of this covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better. Each dwelling shall be constructed of wood frame with brick, rock, natural wood, and or stucco or combinations thereof. Aluminum and or vinyl can be used sparingly. The ground floor, area of the main structure, exclusive of one story open porches and enclosed two car garages shall be not less than 2400 sq. ft. for a one-story dwelling, nor less than 3000 sq. ft. Combined for a two story home. Exceptions shall require the approval of the Architectural Control Committee.

Section 4. LOT AREA- No lot shall be reduced in size from the size as shown on the recorded plat. Exceptions will be considered for Lot 4 and 5 by the Architectural Control Committee in accordance with Kaysville City Subdivision ordinances.

Section 5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within HAPPY HOLLOW SUBDIVISION and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horn, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side yards or lots unless they are in running condition, property licensed and are being regularly used.

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Section 7. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any lot. It being the intention hereof that all dwellings and other buildings shall be constructed of new materials and good quality workmanship. (Children's tents for one week duration will be an exception. Parent supervision required.)

Section 8. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period- (Except for personal events not lasting longer than 3 days.) Political signs may be up for only 2 weeks at a time.

Section 9. LEASES. Any lease agreement between an owner and a lessee shall require that all terms comply with the protective covenants recorded with this subdivision. All leases shall be required to be in writing.

Section 10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or burning allowed. Equipment for the storage of disposable material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot - owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

Section 11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the owner's premises or on a leash under handler's control, except as provided by law.

6

Section 12. 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 nor incinerators 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 fireplace.

Section 13. REPAIR OF BUILDINGS. No improvement upon any property within Happy Hollow Subdivision shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

Section 14. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within Happy Hollow Subdivision nor removal of any improvement in the subdivision (other than repairs or rebuilding) without the prior approval of the Architectural Control Committee.

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Section 15. EXEMPTION OF GRANTOR- Nothing in the Happy Hollow^{*} Subdivision Restrictions shall limit the right of original Grantor, Knowlton Family Limited Partnership (Grantor), to complete excavation, grading and construction of improvements to any property within Happy Hollow Subdivision owned by Grantor, or to alter the foregoing or to construct such additional improvements as Grantor deems advisable in the course of development of Happy Hollow^{*} Subdivision so long as any lot remains unsold, or to use any structure as a model home or real estate sales or leasing office. The rights of Grantor hereunder and elsewhere in those Restrictions may be assigned by Grantor

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Section 16. ROOFTOP ANTENNAS. No ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other lot. Such antenna, if used, must be of the type that is installed within the natural building structure. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home, or home entertainment facilities or equipment. Television antenna's shall be placed in the attic. Satellite dishes shall be the small 18 inch dishes only, with the exception of large dishes that can be placed so as not to be visible from the street, and must be approved by the Architectural Control Committee. These dishes shall not exceed 8 feet in diameter.

Section 17. CONSTRUCTION AND LANDSCAPING SCHEDULE. All homes being constructed in Happy Hollow Subdivision shall be completed and Certificate of Occupancy obtained within 18 months of the start of construction. Landscaping will be completed within 12 months of receipt of occupancy permit.

Section 18. ARCHITECTURAL CONTROL COMMITTEE-MEMBERSHIP. The Architectural Control Committee is composed of Ute Knowlton, Gail Knowlton and Edward Knowlton. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots, (1 vote per lot), shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. These Protective Covenants can only be changed by a majority vote of the Architectural Control Committee.

Section 19. ARCHITECTURAL CONTROL COMMITTEE-PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 20. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in

7

whole or in part

Section 21. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 22. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ARTICLE VI--GENERAL

Section 1. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the owners. Any amendment must be properly recorded in the records of Davis county, Utah, to become effective.

Section 2. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

Section 3. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully

expressed

Section 4. Waivers No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 5. Topical Headings The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

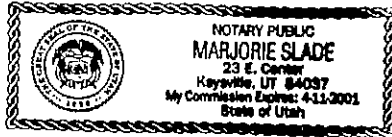
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WITNESS, the hand of said owner this 15 day of Dec 1999

E. Ute Knowlton
E. Ute Knowlton
General Partner of Knowlton Family Partnership

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 15th day of December, A.D. 1999, personally appeared before me E. Ute Knowlton, the signer(s) of the foregoing instrument, who duly acknowledged to me that he executed the same.



Marjorie Slade
NOTARY PUBLIC

BOUNDARY DESCRIPTION29

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 500 EAST STREET, SAID POINT BEING NORTH 89°53'20" EAST 1016.50 FEET ALONG THE SECTION LINE, (BASIS OF BEARING), AND DUE SOUTH 950.99 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 79°16'42" EAST 86.96 FEET; THENCE NORTH 79°52'20" EAST 94.91 FEET; THENCE NORTH 22°50'00" WEST 92.92 FEET; THENCE NORTH 83°28'08" EAST 90.37 FEET; THENCE NORTH 67°10'30" EAST 169.62 FEET; THENCE NORTH 01°45'33" EAST 6.61 FEET; THENCE NORTH 74°15'50" EAST 418.35 FEET; THENCE SOUTH 27°21'37" EAST 98.60 FEET; THENCE NORTH 74°42'20" EAST 62.13 FEET; THENCE NORTH 30°08'32" EAST 72.46 FEET; THENCE NORTH 77°50'40" EAST 55.17 FEET; THENCE SOUTH 15°05'34" EAST 264.17 FEET; THENCE SOUTH 13°46'13" EAST 160.81 FEET; THENCE SOUTH 73°40'13" WEST 419.24 FEET; THENCE SOUTH 87°00'24" WEST 195.27 FEET; THENCE SOUTH 62°08'23" WEST 185.75 FEET; THENCE SOUTH 63°10'14" WEST 180.60 FEET; THENCE SOUTH 87°42'24" WEST 103.07 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID 500 EAST STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING (3) THREE COURSES: (1) NORTH 3°53'53" WEST 189.87 FEET, (2) 156.95 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 17°59'05", CHORD BEARING AND DISTANCE = NORTH 12°53'26" WEST 156.30 FEET (3) NORTH 21°52'58" WEST 56.27 FEET TO THE POINT OF BEGINNING. CONTAINS 10.518 ACRES.