

NORTH CAROLINA
WILSON COUNTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE VILLAGE COURTYARDS
AT THE VILLAGE/COUNTRY CLUB WEST

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 33rd day of Nov, 1998, by THE BERRY DEVELOPMENT GROUP, INC., a North Carolina corporation, hereinafter referred to as "Declarant" for the benefit of purchasers of lots in The Village Courtyards of The Village/Country Club West (hereinafter referred to as "Owner" and/or "Owners");

WITNESSETH:

THAT WHEREAS, the Declarant is the Owner of a certain tract of land containing approximately 160 acres located on N. C. Highway 58 (Nash Street), Wilson County, North Carolina to be known as "The Village/Country Club West"; and

WHEREAS, the Declarant will record or has recorded a Master Declaration of Covenants, Conditions and Restrictions for The Village/Country Club West (the "Master Declaration") which sets forth general easements, restrictions, covenants and conditions applicable to the property described on Exhibit A attached hereto and specifically made a part hereof which property is the first phase of development of The Village/Country Club West (hereinafter referred to as the "Development"); and

WHEREAS, within the Development, the Declarant intends to develop a residential community of patio townhomes to be named "The Village Courtyards" as more specifically described and set forth on Exhibit B attached hereto and specifically made a part hereof (the "Property"); and

WHEREAS, the Declarant desires to insure the attractiveness of the Development and the Property and prevent any future impairment thereof, to prevent nuisances, to preserve, to protect and to enhance the values and amenities of all the Property within the Development and to provide for the maintenance and upkeep of all Lots and Common Areas as hereinafter defined. To this end, Declarant desires to subject the Property described on Exhibit B attached hereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, pursuant to the Master Declaration, the Declarant has deemed it desirable to create an organization to which will be delegated and assigned the power of owning, maintaining, and administering the Common Areas and administering and enforcing the covenants, conditions, restrictions, charges and liens and collecting and disbursing the assessments and charges created in the Master Declaration and as hereinafter set forth; and

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RETURN

TO J. Watson

WHEREAS, pursuant to the Master Declaration, the Declarant has caused or will cause to be incorporated under North Carolina law "The Village/Country Club West Owners Association, Inc.", a non-profit corporation, for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, the Declarant, by this Declaration of Covenants, Conditions and Restrictions (the "Declaration"), does declare that all of the Property described on Exhibit B attached hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration and this Declaration which shall run with the Property and be binding upon all parties owning any right, title, or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

SECTION 1.1. "Articles" shall mean and refer to the Articles of Incorporation of The Village/Country Club West Owners Association, Inc.

SECTION 1.2. "Village Association" shall mean and refer to The Village/Country Club West Owners Association, Inc., its successors and assigns.

SECTION 1.3. "Member" shall mean and refer to every person or entity who holds membership in the Village Association.

SECTION 1.4. "Property" shall mean and refer to that certain tract of land described on Exhibit B attached hereto and incorporated herein.

SECTION 1.5. "Common Areas" shall mean and refer to all real property owned by the Village Association for the common use and enjoyment of all Members or designated Members of the Village Association, including recreational areas.

SECTION 1.6. "Lot" shall mean and refer to any plot of land shown upon the last recorded subdivision map of the Property on which such plot appears (provided such map has been approved by the Declarant) which plot of land has been annexed into the Declaration of The Village/Country Club West. "Lot" shall not include any Common Areas.

SECTION 1.7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which has been made subject to this Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 1.8. "Declarant" shall mean and refer to The Berry Development Group, Inc., a North Carolina corporation, and its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and such assigned rights shall be subject to such terms and conditions as the Declarant may impose.

SECTION 1.9. "Amenities" shall mean and refer to the recreational facilities constructed, erected or installed on the Common Areas.

ARTICLE II
Insurance

Immediately prior to starting construction of a residence on a Lot, the Owner shall have in effect, a fully paid builder's risk insurance policy. Immediately upon completion of the residence, the Owner shall have a fully paid fire and extended coverage insurance policy or homeowners insurance policy. Said insurance policies shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to the dwelling and/or improvements from any hazard. If requested by the Village Association, an Owner shall furnish evidence of the aforementioned insurance as well as evidence of the payment of the premium to the Village Association prior to the construction of the residence as to the builder's risk insurance policy and prior to occupying the residence as to the fire and extended coverage insurance policy or homeowners insurance policy.

In the event a residence is partially or totally destroyed by fire or other casualty, the Owner shall rebuild, repair, or restore such damage or destroyed portions of the residence to essentially the same condition and appearance, including using the same or substantially similar building materials, as existed immediately prior to the partial or total destruction. In the event the Owner fails to provide funds necessary to complete the construction, then the Village Association shall have the right to collect the insurance proceeds and/or proceed against the Owner and personally collect said funds and the Village Association shall have a lien against the Lot for the amount necessary to complete said construction, together with interest, costs and reasonable attorney fees. Said lien may be enforced by the Village Association in a like manner as a mortgage or a deed of trust and the Owner hereby expressly grants to the Village Association a power of sale in favor of the Village Association which shall be for the benefit of all other Owners. Any repair or restoration shall be commenced promptly after the casualty.

ARTICLE III
Architectural Control and Use Restrictions

Section 3.1. Architectural Committee. Pursuant to the Master Declaration, an Architectural Committee has been established to approve all plans and specifications for construction of improvements within The Village/Country Club West.

Section 3.2. Architectural Control. No building, fence, wall, other structure, or improvement shall be commenced, erected, or maintained upon the Property or any Lot, nor shall any exterior addition to, or alteration therein, be made, nor shall any repair be made thereto, nor shall any building, wall, fence, other structure or improvement be rebuilt or restored after destruction by any hazard or otherwise, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Committee. The builder or contractor for any construction to be performed on the Property must also be

approved by the Architectural Committee in writing. In the event the Architectural Committee fails to approve or disapprove submitted plans and specifications or the builder or contractor within sixty (60) days after said plans and specifications or builder or contractor have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 3.3. Use Restrictions.

(a) Each Lot as set forth herein and approved by the appropriate municipal authorities, shall be used for single family residential purposes only and shall be occupied only by resident Owners. The lay of the Lots as shown on any recorded plat of all or part of the Property shall be adhered to and no Lot or group of Lots may be resubdivided. A residence may be constructed on more than one Lot provided the location of any structure permitted thereon is approved in writing by the Architectural Committee.

(b) Residences in The Village Courtyards shall consist of patio townhomes only.

(c) All structures shall comply with applicable zoning restrictions and regulations of the County and City of Wilson, North Carolina.

(d) No structure of a temporary character, trailer, tent, mobile home, shack, garage, barn, or other out building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

(e) Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions hereof.

(f) Notwithstanding any provision in this Declaration to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of said residences, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of said residences, including, but without limitation, an office, storage area, construction yard, "For Sale" signs, and a sales office.

(g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other usual household pets may be kept by the respective Owners on their respective Lots so long as they are not left unattended outside the residence, and provided they are not kept, bred, or maintained for any commercial purposes and do not endanger the health of, or in the sole discretion of the Board of Directors of the Village Association, disturb the Owner of any other Lot or resident thereof, and provided further, that such pets shall not be allowed in the Common Areas unless on a leash, and under control of, or carried by, the Owner thereof. Notwithstanding anything herein to the contrary, no residence shall be allowed more than two pets. No pet houses, pet pens, or pet runs shall be erected, placed, permitted to remain, or allowed on the Property.

(h) No signs of any kind shall be erected, placed or permitted to remain on the Property, except as specifically permitted in paragraph (f) above. No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property. The Property shall not be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any residence or on any portion of any Lot; provided, however, a Lot Owner or occupant thereof may use a portion of his residence for his office, provided that the activities are in compliance with all County and City ordinances, do not interfere with the quiet enjoyment or comfort of any other Lot Owner, or such activity does not involve the personal services of any Lot Owner or occupant, to a customer or other person or client who comes to the Lot, and further provided, however, the foregoing restrictions shall not apply to the business activities, signs and billboards of the Declarant, its agents or assigns, during the construction and sales period as provided in paragraph (f) above.

(i) All equipment, garbage cans, service yards, wood piles, storage piles and air conditioning and heating units shall be kept in areas specifically designated in writing by the Architectural Committee or screened by adequate planting or fencing so as to conceal them from view of adjoining residences, which screening, planting, or fencing shall be specifically approved in writing by the Architectural Committee. All garbage, trash, or rubbish shall be regularly removed from the Property and shall not be allowed to accumulate thereon. No clothes lines shall be permitted outside any residence. No drying or airing of any clothing or bedding or other items shall be permitted outside of any residence including on porches, fences, or decks.

(j) No fences, hedges, or walls shall be erected or maintained on the Property except as approved in writing by the Architectural Committee.

(k) Satellite dishes, satellite antennas and television antennas are allowed to be placed on a Lot by an Owner as long as the following conditions are complied with:

(i) The satellite dish or antenna must be one (1) meter in diameter or smaller; and

(ii) The satellite dish or antenna must be installed, screened from view and/or painted to minimize its visual intrusion on the Property as approved in writing by the Architectural Committee.

If an Owner wishes to install a satellite dish, satellite antenna or television antenna on a Lot, the Owner is required to submit in writing to the Architectural Committee plans for such installation showing the location of such satellite dish or antenna, any screening to be provided and the color of such dish or antenna. Upon receipt of such plans, the Architectural Committee shall have a period of five (5) working days in which to approve or disapprove the installation of such dish or antenna. If an Owner is not notified in writing by the Architectural Committee of its decision within such period, it shall be assumed that the installation of such dish or antenna meets all of the conditions of these Restrictions.

(l) No action shall at any time be taken by the Village Association, its Board of Directors or the Architectural Committee which in any manner would discriminate against any Owner or Owners in favor of any other Owner or Owners.

(m) With respect to all Lots, there shall not be any outbuildings, fences, mailboxes, or newspaper boxes on any Owner's Lot except as permitted by the Architectural Committee in writing.

(n) No yard sales or similar types of outdoor sales shall be allowed on any portion of the Property without the prior written approval of the Board of Directors of the Village Association.

(o) Any lights located on the exterior of a residence or located anywhere else on a Lot shall not be directed toward any other residence so that said lights will shine on any adjoining residence. This shall not apply to street or security lights included in the Common Areas.

(p) The parking of automobiles and other vehicles shall be restricted as set forth in the Master Declaration.

(q) No trade materials or inventories may be stored upon any Lot.

(r) No planters or baskets shall be suspended from any residence which would be visible from the exterior without prior written approval of the Architectural Committee.

(s) Any outside cooking grills shall be confined to the patio area or deck area located in the rear yard of any Lot.

(t) No garden or yard ornaments shall be located on any Lot without the prior written approval of the Architectural Committee.

(u) The Board of Directors of the Village Association shall have the power to formulate, publish, and enforce other reasonable rules and regulations concerning the use, enjoyment and appearance of each Lot and the Common Areas.

(v) The minimum front, side and rear setback lines shall be the same as set forth on any map of the Property which is recorded in the Office of the Register of Deeds of Wilson County.

ARTICLE IV Specific Assessments

Section 4.1. Specific Assessment. Pursuant to the Master Declaration, the Village Association shall assess and levy, on an annual basis, a Specific Assessment against the Owners of townhomes in The Village Courtyards.

Section 4.2. Purpose of Assessments. The Specific Assessments levied by the Village Association shall be used exclusively for the purpose of promoting the beautification of the Property (including maintaining the trees, shrubs, grass and plantings outside of the residences but within the individual Lot boundaries). Owners shall be responsible for maintaining the exterior of the townhomes.

Section 4.3. Specific Assessments General Provisions. The Specific Assessments shall be set, assessed and collected as set forth in the Master Declaration. If a Specific Assessment is not paid, the Village Association shall have all of the rights and remedies set forth in the Master Declaration.

ARTICLE V
General Provisions

Section 5.1. Enforcement. The Declarant, Village Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, conditions, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Declarant, Village Association, or by any Owner to enforce any covenant, restriction, condition, reservation, easement, lien, or charge herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 5.2. Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, easements, liens, or charges by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5.3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, Village Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years. Except as set forth in Section 4.4 below, this Declaration may be amended during the first thirty (30) years by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots and thereafter by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots.

If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of the Village Association. Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members, and shall not be required to cause the title to any Lot to be examined.)

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Village Association. The following form of certification is suggested:

"CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE COURTYARDS AT THE VILLAGE/COUNTRY CLUB WEST

By authority of its Board of Directors, The Village/Country Club West Owners Association, Inc., hereby certifies that the foregoing instrument has been duly executed by the Owners of seventy-five percent of the Lots of The Village Courtyards at The Village/Country Club West and is therefore a valid amendment to the existing Declaration of Covenants, Conditions, and Restrictions for The Village Courtyards at The Village/Country Club West.

THE VILLAGE/COUNTRY CLUB WEST OWNERS ASSOCIATION, INC.

By: _____
_____ President

ATTEST:

_____ Secretary

(c) Immediately and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wilson County Registry.

All amendments shall be effective from the date of recordation in the Wilson County Registry; provided, however, that no such instrument shall be valid until it has been indexed in the name of the Village Association. When any instrument purporting to amend this Declaration has been certified by the Board of Directors of the Village Association, recorded and indexed as provided by this section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lot.

(d) Notwithstanding anything in this Declaration to the contrary, this Declaration may not be amended to prevent the development of the Property by the Declarant as it deems desirable so long as Declarant adheres to the architectural control and use restrictions hereof.

Section 5.4. Right of Declarant to Amend Declaration. Declarant hereby retains the right to amend this Declaration with respect to Article III providing for architectural control and use restrictions, except that Declarant shall not make any amendment allowing the placement of more than one dwelling per Lot or any amendment which would allow any use of a Lot except for single family residential purposes.

Notwithstanding anything in this section to the contrary, the Declarant shall have no further rights to amend this Declaration with respect to Article III which provides for architectural control and use restrictions, after control of the Village Association passes to the Owners as provided in the Master Declaration.

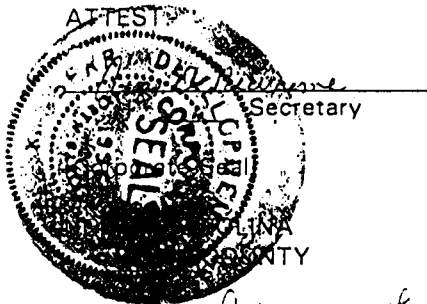
Section 5.5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make provisions hereby apply to either corporations or individuals, man or wife, and shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, THE BERRY DEVELOPMENT GROUP, INC. has caused this instrument to be executed in its name by its _____ President, attested to by its _____ Secretary, and its corporate seal to be affixed hereto all as of the day and year first above written.

THE BERRY DEVELOPMENT GROUP, INC.,
a North Carolina corporation

By: *B. Langley Berry*

President



I, *Catherine Lamm*, a Notary Public, certify that *Alex D. Newstrom* personally came before me this day and acknowledged that he/she is _____ Secretary of THE BERRY DEVELOPMENT GROUP, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this *23* day of *March* 1998.

Catherine Lamm

Notary Public

My Commission Expires:
12-21-98

Catherine Lamm
Notary Public-North Carolina
Wilson County

NORTH CAROLINA
WILSON COUNTY

The foregoing certificate of Catharine Ramm, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this Office in Book 1662 Page 949, this 24 day of March 1998, at 1:30 o'clock P.M.

Colia W. Brunow
Register of Deeds of Wilson County

By Howard Stith
Dep

See Attached

Phase One
The Village-Country Club West
31.92 Acres
December 18, 1997

Beginning at the southeasterly property corner of the "Berry Development Group" in the revised westerly right-of-way of N.C. Hwy. 58, with said point also being located in the northerly property line of Naomi Ellis Coleman (Deed Book 1208, Page 785); Thence running from said point of beginning and with the Coleman property line S 51°43'45" W 229.13 feet, S 46°47'57" W 269.29 feet, S 44°14'33" W 297.68 feet, S 30°45'27" E 52.50 feet and N 44°14'33" E 250.00 feet to a point in the northerly property line of Robert F. Sharpe (Deed Book 1068, Page 843), cornering; thence running with Sharpe northerly property line S 37°07'59" W 2166.31 feet to a point, cornering; thence running N 89°01'27" W 507.07 feet to a point, cornering; thence running N 00°58'33" E 157.24 feet to a point, cornering; thence running N 08°02'33" W 51.54 feet to a point, cornering; thence running N 03°59'36" W 312.95 feet to a point, cornering; thence running counter-clockwise in an easterly direction along the arc of a curve having a radius of 640.00 feet, an arc distance of 369.54 feet to a point, cornering, thence continuing in a counter-clockwise direction along the arc of a curve having a radius of 25.00 feet, an arc distance of 41.30 feet to a point, cornering; thence running N 48°15'37" E 50.00 feet to a point, cornering; thence running in a counter-clockwise direction along the arc of a curve having a radius of 25.00 feet, an arc distance of 41.30 feet to a point, cornering; thence running counter-clockwise in an easterly direction along the arc of a curve having a radius of 640.00 feet, an arc distance of 114.97 feet to a point, cornering; thence running N 56°41'46" W 103.18 feet to a point, cornering; thence running N 17°37'25" W 107.60 feet to a point, cornering; thence running N 38°01'21" E 83.08 feet to a point, cornering; thence running N 39°44'17" E 83.40 feet to a point, cornering; thence running N 33°47'02" E 95.04 feet to a point, cornering; thence running N 38°01'21" E 93.61 feet to a point, cornering; thence running N 43°42'06" E 93.08 feet to a point, cornering; thence running N 57°15'54" E 105.05 feet to a point, cornering; thence running S 24°06'19" E 126.43 feet to a point, cornering; thence running clockwise in an easterly direction along the arc of a curve having a radius of 568.00 feet, an arc distance of 89.03 feet to a point, cornering; thence running in a counter-clockwise direction along the arc of a curve having a radius of 25.00 feet, an arc distance of 35.52 feet, cornering; thence running counter-clockwise in a northerly direction along the arc of a curve having a radius of 895.00 feet, an arc distance of 243.96 feet to a point, cornering; thence running N 53°19'43" E 221.31 feet to a point, cornering; thence running N 68°50'31" E 54.88 feet to a point, cornering; thence running S 87°56'08" E 82.48 feet to a point, cornering; thence running N 79°35'43" E 108.84 feet to a point, cornering; thence running counter-clockwise in a southerly direction along the arc of a curve having a radius of 460.00 feet, an arc distance of 67.65 feet, cornering; thence running N 65°08'24" E 121.00 feet to a point, cornering; thence running S 24°51'36" E 188.98 feet to a point, cornering; thence running S 45°39'17" E 59.66 to a

point, cornering; thence running counter-clockwise in a northerly direction along the arc of a curve having a radius of 380.00 feet, an arc distance of 151.71 feet to a point, cornering; thence running clockwise in an easterly direction along the arc of a curve having a radius of 1170.00 feet, an arc distance of 253.31 feet to a point, cornering; thence running N 43°12'18" E 98.00 feet to a point, cornering; thence running counter-clockwise in a northerly direction along the arc of a curve having a radius of 90.00 feet, an arc distance of 91.49 feet to a point, cornering; thence running clockwise along the arc of a curve having a radius of 100.00 feet, an arc distance of 227.94 feet to a point, cornering; thence running counter-clockwise in an easterly direction along the arc of a curve having a radius of 40.00 feet, an arc distance of 22.73 feet to a point, cornering; thence running N 83°00'35" E 43.68 feet to a point, cornering; thence running counter-clockwise in an easterly direction along the arc of a curve having a radius of 150.00 feet, an arc distance of 62.84 feet to a point, cornering; thence running N 59°00'26" E 137.61 feet to a point, cornering; thence running counter-clockwise along the arc of a curve having a radius of 25.00 feet, an arc distance of 39.24 feet to a point located in the revised westerly right-of-way of N.C. Hwy. 58, cornering; thence running with the revised westerly right-of-way of N.C. Hwy. 58 S 30°55'59" E 96.59 feet to a point in the northerly property line of Naomi Ellis Coleman, the point of beginning and containing 31.92 Acres.

Phase One
The Village-Country Club West
"The Courtyards"
3.47 Acres
March 17, 1998

Beginning at a point located S 51°43'45" W 229.13 feet, S 46°47'57" W 269.29 feet, S 44°14'33" W 297.68 feet and S 65°24'11" W 218.17 feet from the southeasterly property corner of the Berry Development Group, Inc., in the westerly right-of-way of N.C. Hwy. 58 ; thence running clockwise from said point of beginning along the arc of a curve having a radius of 380.00 feet an arc distance of 121.85 feet to a point, cornering ; thence running S 75°01'21" W 101.71 feet to a point, cornering ; thence running S 75°23'10" W 266.73 feet to a point, cornering ; thence running in a counter-clockwise direction along the arc of a curve having a radius of 568.00 feet an arc distance of 12.02 feet to a point, cornering ; thence running in a clockwise direction along the arc of a curve having a radius of 25.00 feet an arc length of 38.21 feet to a point, cornering ; thence running in a counter-clockwise direction along the arc of a curve having a radius of 955.00 feet an arc distance of 257.51 feet to a point, cornering; thence running N 53°19'43" E 161.22 feet to a point, cornering; thence running N 68°50'31" E 54.88 feet to a point, cornering; thence running S 87°56'08" E 82.48 feet to a point, cornering; thence running N 79°35'43" E 108.84 feet to a point, cornering; thence running counter-clockwise in a southerly direction along the arc of a curve having a radius of 460.00 feet, an arc distance of 67.65 feet, cornering; thence running N 65°08'24" E 121.00 feet to a point, cornering; thence running S 24°51'36" E 188.98 feet to a point, cornering; thence running S 45°39'17" E 59.66 to a point, the point of beginning and containing 3.47 Acres.