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DECLARATION OF PROTECTIVE COVENANTS

JANE C. WILLIAMS  
DOUGLAS SUPERIOR CT  
DOUGLAS COUNTY, GA.

lot shall have not  
CREEKWOOD VILLAGE UNIT I

STATE OF GEORGIA  
COUNTY OF DOUGLAS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 28th day of August, 1980 by Stansco, Inc., a corporation chartered under the laws of the State of Georgia and having its principal office in Fulton County, Georgia (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all of that tract or parcel of land situated, lying and being in Douglas County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property") which tract or parcel of land Declarant intends to subdivide as Creekwood Village Unit I; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who may hereafter purchase any portion of the Property that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premiss and of the benefits to be derived by Declarant, and each and every present and subsequent owner of any portion of the Property, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Property and each and every lot into which the Property may be subdivided and to all persons owning the Property and said lots and to any of them hereafter: this Declaration shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant until August 27, 2000, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

Section 1. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

Section 2 Land Use and Building Type. No lot shall be used except for single-family residential purposes and no other use, including but not limited to day nurseries and beauty salons, shall be permitted. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Section 3. Dwelling Size. Dwellings erected on any lot shall have not less than 1350 square feet of heated floor space for a single or a split level dwelling, 1650 square feet of heated floor space for a tri-level dwelling, and 1650 square feet of heated floor space for a two or more level dwelling, exclusive of any space in carports, porches, patios, unfinished basements and attics.

Section 4. Approval of Building Plan. No building shall be erected, placed, altered, or permitted to remain on any lot until the building plans, elevations, specifications of interior finishes, and specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Architectural Control Committee, as to conformity and harmony of external finishes, colors, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, and as to the planned removal, relocation or replacement of any existing trees having a trunk diameter in excess of six inches, which approval shall be within the sole discretion of the Architectural Control Committee.

Section 5. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on any subdivision plat or plats which may hereafter be recorded. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 6. Exposed Building Material. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete blocks, cinder blocks, or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone, stucco, or other material approved by the Architectural Control Committee, over the entire surface exposed above finish grade. If poured solid concrete foundations are used, the exposed concrete may be covered with paint only. All exterior siding and metal gutter work must be painted or stained for buildings visible from the proposed central parkway now known as Creekwood Drive.

Section 7. Occupancy. Before any house or unit may be occupied, it must be completely finished on the exterior in accordance with the approved plans; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover; and the driveway surface must be paved.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently.

Section 9. Additions and Other Structures. No addition or alterations to existing structures shall be made until plans for said additions and alterations have been approved in writing by the Architectural Control Committee as to conformity with Section 4 hereof. No detached additions or structures, including but not limited to outdoor storage units, shall be allowed on any lot at any time.

Section 10: Maintenance of Lots. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, Declarant or its authorized agents may, after ten (10) days written notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs, and other plants removed therefrom. Such owner shall be personally liable to Declarant for the cost of any cutting, clearing and maintenance described above and the liability for the amounts expended for such cutting, cleaning and maintenance shall be a permanent charge and lien upon such lot, enforceable by Declarant, by an appropriate proceeding at law or in equity. All costs incurred by Declarant, on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give Declarant or its designated agents the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 A.M. and 6:00 P.M. and on any day except Sunday.

Section 11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Section 12. Fences. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. No fence shall be erected on any lot without the prior written approval of the Architectural Control Committee.

Section 13. Signs. No advertising poster, billboards, signs, or any other types of kinds of high and unsightly structure shall be erected on any lot or displayed to the public on any lot, unless the prior written permission of the Architectural Control Committee has been obtained, except for one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period. The Architectural Control Committee shall be authorized to withhold its approval or consent until being furnished information as to the size, style and color of any proposed sign. Anyone violating this covenant shall be liable for liquidated damages in the stipulated amount of \$50.00 for each day during which such violation exists. The recovery of such damages shall be available to the undersigned or after the development is completed to any owner of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant. The provision for damages herein shall not be construed to exclude the seeking of equitable relief for any violations hereunder.

Section 14. Storage. No junk or hobby cars, trucks and other vehicles or boats, boat trailers, trailers, campers and other recreational vehicles shall be stored on any lot at any time for any reason including extensive repair work, overhauls, and other mechanical work, except in an enclosed garage.

Section 15. 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. Garbage containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall not be visible from any street except to the extent that placement in a visible location may be required by local collection regulations.

Section 16. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot except for temporary facilities for construction and development field offices. Any such system must be designed, located, and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such system as installed shall be obtained from such authority.

Section 17. Utility and Drainage Easements. Easements are reserved to Declarant, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot and five feet wide along each side line, with a further easement reserved to cut or fill at a 3-in-1 slope in accordance with the engineering plans along the boundaries of all public streets or roads built on said property. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat or record in which reference is made to these covenants. Where there are underground electric and telephone systems, the builder is requested to give notification prior to construction to the individual utility companies in order that the most efficient and appropriate route for the cable between the road and the house can be ascertained.

Section 18. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 19. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Bicycle and Pedestrian Paths. Bicycle and pedestrian paths within the Property are to be used only for pedestrian and bicycle purposes, and no other purpose, and under no circumstances shall said paths be traveled by any motorized vehicles or horses.

Section 21. Wildlife Preservation. Hunting and trapping of wild animals, fowl, and game and the discharge of firearms, bows and arrows within the Property for any purpose is prohibited and shall not be allowed.

Section 22. Air Conditioning Units. No window air conditioning units may face any street without prior approval of the Architectural Control Committee.

Section 23. Lake. No resident of the development nor any guest or visitor to said property, shall be permitted access to or use of the 18-acre lake located adjacent to the Property generally known as the City Reservoir. In addition, no person shall undertake any activity which would directly or indirectly create any change in the existing shoreline, cause a deposit or emission of any foreign matter of material into said lake or in any manner pollute or decrease the purity of said lake. Anyone violating this covenant shall be liable for liquidated damages in the stipulated amount of \$50.00 for each violation, provided, however, that in the event of any action resulting in substantial economic loss, the injured party may maintain an action to recover the amount of damages actually sustained. The recovery of any actual or liquidated damages shall be available to the undersigned or after development to any owner of lots or parcels subject to these covenants provided, however, that any person violating these covenants shall not be required to pay damages to more than one plaintiff in the event of a single violation. The provision for damages herein shall not be construed to exclude the seeking of equitable relief for any violations hereunder.

Section 24. Architectural Control Committee.

a. Membership. The Architectural Control Committee is composed of:

Michael L. Scheuerman  
Constance Graham  
John T. Gibson

A majority of the Architectural Control 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 Architectural Control Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After all of the lots within and comprising the Property have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Architectural Control Committee or restore to it any of its powers and duties.

b. Procedure. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or 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 25. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental

code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 26. 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 twenty years from the date these covenants were recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 27. 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 28. Breach and Waiver. The failure of Declarant, or the Architectural Control Committee to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by Declarant or the Architectural Control Committee of any term, covenant, condition, provision, or agreement shall be deemed to have been made unless expressed in writing and signed by Declarant or the Architectural Control Committee.

Section 29. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name by its officers duly authorized with the corporate seal affixed on the day and year first above written.

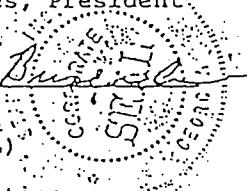
STANSCO, INC.

By: William T. Reeves  
William T. Reeves, President

Attest: Alton V. Bussard  
Asst. Secretary

(CORPORATE SEAL)

Jeffrey N. Plummer  
Witness  
Chris McConnell  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Nov. 22, 1983



Approved and consented to pursuant to Article VIII, Section 5, of Declaration of Covenants and Restrictions for Arbor Station, recorded in Deed Book 290, Page 502, Douglas County Records, this 22nd day of October, 1980.

Signed, sealed & delivered  
in the presence of:

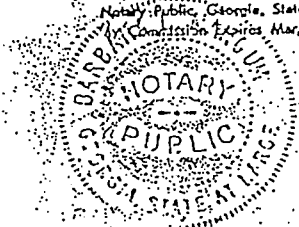
FEDERAL NATIONAL MORTGAGE  
ASSOCIATION

Robert H. Pike  
Witness

By: [Signature]  
Walter T. Ausfeld, Vice President

Barbara Mangum  
Notary Public  
Notary Public, Georgia, State of Leon  
Commission Expires Mar. 16, 1987

Attest By: Cynthia C. Anderson  
CYNTHIA C. ANDERSON, Assistant Secretary



North 13 degrees, 27' ...  
at 50.00 feet to a po ...  
to the ...  
...  
...  
North 14 degrees, 30' ...  
at 10.00 feet to ...  
...  
...  
...

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 13, 1st District, 5th Section, Douglas County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at the common corner of Land Lots 12, 13, 24, and 25 of the 1st District, 5th Section, Douglas County, Georgia and proceed thence north 00 degrees, 05 minutes, 36 seconds west along the easternmost lot line of Land Lot 13, a distance of 1,637.85 feet to a point; proceed thence south 89 degrees, 54 minutes 24 seconds west a distance of 1,017.89 feet to a point which point is THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, proceed thence north 07 degrees, 43 minutes, 58 seconds west a distance of 203.82 feet to a point; proceed thence north 32 degrees, 21 minutes, 03 seconds east a distance of 59.58 feet to a point; proceed thence north 01 degrees, 26 minutes, 40 seconds west a distance of 321.97 feet to a point located approximately on the center line of a creek; proceed thence along the approximate center line of said creek the following bearings and distances:

North 85 degrees, 22 minutes, 00 seconds east a distance of 123.00 feet to a point; south 83 degrees, 39 minutes, 26 seconds east a distance of 89.94 feet to a point; south 60 degrees, 26 minutes, 04 seconds east a distance of 190.22 feet to a point; south 51 degrees, 22 minutes, 50 seconds east a distance of 112.78 feet to a point; south 08 degrees, 46 minutes, 04 seconds west a distance of 34.59 feet to a point; south 51 degrees, 22 minutes, 50 seconds east a distance of 70.00 feet to a point; north 85 degrees, 33 minutes, 12 seconds east a distance of 33 feet to a point; south 08 degrees, 29 minutes, 41 seconds east a distance of 56.29 feet to a point; south 03 degrees, 28 minutes, 00 seconds east a distance of 100.00 feet to a point; south 03 degrees, 49 minutes, 00 seconds west a distance of 85.00 feet to a point; south 15 degrees, 46 minutes, 00 seconds west a distance of 25.00 feet to a point; south 44 degrees, 42 minutes, 00 seconds west a distance of 25.00 feet to a point; south 61 degrees, 59 minutes, 00 seconds west a distance of 30.00 feet to a point; south 54 degrees, 23 minutes, 00 seconds west a distance of 25.00 feet to a point; south 34 degrees, 39 minutes, 00 seconds west a distance of 25.00 feet to a point; south 00 degrees, 19 minutes, 00 seconds east a distance of 110.00 feet to a point; south 24 degrees, 10 minutes, 00 seconds west a distance of 160.00 feet to a point; south 28 degrees, 54 minutes, 00 seconds west a distance of 50.00 feet to a point; south 21 degrees, 07 minutes, 00 seconds west a distance of 100.00 feet to a point; south 32 degrees, 40 minutes, 00 seconds west a distance of 50.00 feet to a point; south 15 degrees, 37 minutes, 00 seconds west a distance of 50.00 feet to a point; south 05 degrees, 05 minutes, 00 seconds west a distance of 90.00 feet to a point; south 00 degrees, 21 minutes, 00 seconds east a distance of 38.56 feet to a point; south 05 degrees, 54 minutes, 00 seconds east a distance of 50.00 feet to a point; south 16 degrees, 50 minutes, 00 seconds east a distance of 50.00 feet to a point; south 33 degrees, 32 minutes, 00 seconds east a distance of 50.00 feet to a point; south 24 degrees, 15 minutes, 00 seconds east a distance of 50.00 feet to a point; south 11 degrees, 37 minutes, 27 seconds east a distance of 168.92 feet to a point;



EXHIBIT A

proceed thence north 59 degrees, 52 minutes, 16 seconds west a distance of 129.50 feet to a point; proceed thence south 81 degrees, 08 minutes, 24 seconds west a distance of 232.94 feet to a point on the northeasternmost right-of-way line of Parkway Circle, (an 80 foot right-of-way); proceed thence along the said right-of-way line of Parkway Circle north 39 degrees, 54 minutes, 55 seconds west a distance of 258.26 feet to a point; proceed thence in a northerly direction along said right-of-way line of Parkway Circle, following the curvature thereof, an arc distance of 275.62 feet to a point; said arc having a radius of 460.00 feet and being subtended by a chord 271.51 in length and bearing north 22 degrees, 44 minutes, 59 seconds west; proceed thence along said right-of-way line of Parkway Circle, following the curvature thereof, an arc distance of 275.62 feet to a point; said arc having a radius of 460.00 feet and being subtended by a chord 271.51 feet in length and bearing north 22 degrees, 44 minutes, 59 seconds west; proceed thence along said right-of-way line of Parkway Circle north 05 degrees, 35 minutes, 06 seconds west a distance of 216.90 feet to a point; proceed thence in a northerly direction along the said right-of-way line of Parkway Circle, following the curvature thereof, an arc distance of 163.73 feet to a point, said arc having a radius of 540.00 feet and being subtended by a chord 163.11 feet in length and bearing north 14 degrees, 16 minutes, 16 seconds west; proceed thence north 80 degrees, 46 minutes, 13 seconds east a distance of 207.14 feet to a point; proceed thence north 44 degrees, 57 minutes, 30 seconds east a distance of 104.26 feet to a point which point is THE POINT OF BEGINNING, said tract or parcel of land containing 17.522 acres and being more particularly shown on that certain Boundary Survey prepared by Benchmark Engineering Corporation, dated August 6, 1980, and last revised August 25, 1980, which Boundary Survey is incorporated herein by this reference.

RECORDED

16 day of Jan. 1981

Jane C. Williams, Clerk  
Superior Court, Douglas County

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FILED

JAN 15 11 56 AM '81

JANE C. WILLIAMS  
DOUGLAS SUPERIOR CT  
DOUGLAS COUNTY, GA.

SUPPLEMENTARY DECLARATION

OF COVENANTS AND RESTRICTIONS

CREEKWOOD VILLAGE - UNIT I

THIS DECLARATION, made this 27th day of August 1980, by STANSCO, INC., (hereinafter referred to as the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"),

WHEREAS Developer desires to subject said Property to that certain Declaration of Covenant and Restrictions for Arbor Station dated May 7, 1976, recorded in Deed Book 291, page 502, Douglas County, Georgia records, amended November 21, 1977 in Deed Book 322, Page 73, aforesaid records (collectively the "Declaration")

NOW THEREFORE, Developer hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration, and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The Property, as defined above, shall be subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. Additional units of Creekwood Village Subdivision may become subject to the Declaration by filing of record this Supplementary Declaration of Covenants and Restrictions with respect to such additional units.

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments for the within parcel shall be used exclusively for the purpose of

(a) Improvement and maintenance of property owned by Arbor Station Homeowners Services Association, Inc. (the "Association") and principally used by the residents of the Parcel;

(b) Purchasing group services, including but not limited to insurance, trash collection, utilities.

Section 2. Maximum Annual Parcel Assessment. Pursuant to a vote of the Board of Directors of the Association, and subject to the approval of two-thirds (2/3) of the Owners in the Parcel voting in person or by proxy at a meeting duly called for this purpose, a maximum annual Parcel Assessment may be established in accordance with the requirements voted upon. Such action shall be recorded in the Corporate Minutes and Book of Resolutions of the Association.

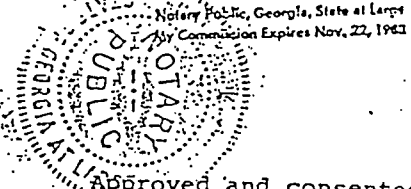
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Stansco, Inc. has caused this Declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

Signed, sealed & delivered in the presence of:

Jeffrey N. Phares  
Witness

Ante McLomell  
Notary Public

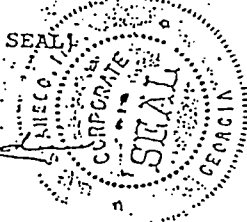


STANSCO, INC.

By: William T. Reeves  
William T. Reeves, President

[CORPORATE SEAL]

Attest: Alta V. Reiss  
Asst. Secretary

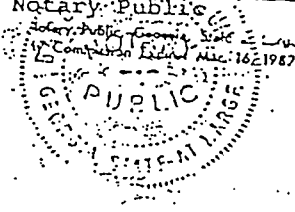


Approved and consented to pursuant to Article VIII, Section 5 of Declaration of Covenants and Restrictions for Arbor Station, recorded in Deed Book 291, Page 502, Douglas County, Georgia Records.

Signed, sealed & delivered in the presence of:

Robert S. Pike  
Witness

Bonnie L. Mangum  
Notary Public



FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: Walter T. Ausfeld  
Walter T. Ausfeld, Vice President

Attested by: Cynthia C. Andersen  
Assistant Secretary  
CYNTHIA C. ANDERSON

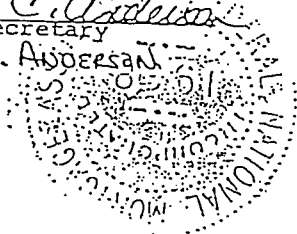


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16 day of Jan 1981

Jane C. Williams, Clerk  
Superior Court, Douglas County

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