

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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**THIRD SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
EAGLE CREEK**
(Eagle Creek Phase 1C - Village D)

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK (the “**Third Supplement**”) is made as of the 6 day of January, 2010, by **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 370 Center Pointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (the “**Declarant**”), and **HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.**, a Florida not-for-profit corporation, having an address of 370 Center Pointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (the “**Association**”).

WITNESSETH:

WHEREAS, Declarant executed the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek, recorded January 7, 2004, in Official Records Book 7254, Page 4027, as supplemented by that certain First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek (Phase 1B), recorded November 17, 2004, in Official Records Book 7705, Page 1201, as further supplemented by that Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek, recorded on May 19, 2005, in Official Records Book 7976, Page 4596, as further supplemented by that First Amendment to Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek (Phase 1C-Village E), recorded on October 11, 2007, in Official Records Book 9467, Page 4164, all of the Public Records of Orange County, Florida (collectively the “**Declaration**”); and

WHEREAS, the Declaration sets forth certain easements, restrictions, covenants and conditions applicable to the Property described therein and provides for certain membership property rights and voting rights in an association, a covenant for assessments and other matters; and

WHEREAS, Article II of the Declaration provides that the Declaration and the jurisdiction of the Association may be imposed upon additional real property without the consent or joinder of any person or entity by filing a Supplement to the Declaration describing the real property to be annexed; and

WHEREAS, annexation of additional real property shall become effective when the Supplement is recorded in the Public Records of Orange County, Florida; and

WHEREAS, the Declarant and the Association desire to annex to the Property (as defined in the Declaration) and make subject to the Declaration, the real property described on **Exhibit "A"** attached hereto and incorporated herein by reference ("**Eagle Creek Village D**") and thereby make all of Eagle Creek Village D subject to the terms and conditions of the Declaration and to governance by the Association.

NOW, THEREFORE, the following are declared:

1. The undersigned hereby declare that Eagle Creek Village D is hereby annexed to the Property (as defined in the Declaration) and made subject to the Declaration and the Association.

2. **THE PROPERTIES DELINEATED ON THE PLAT OF EAGLE CREEK PHASE 1C-VILLAGE D ARE SUBJECT TO AIRCRAFT NOISE THAT MAY BE OBJECTIONABLE.**

3. The properties delineated on the plat of Eagle Creek Village D are proposed to have private streets as provided in Article V of the Declaration. The disclosure in Section 9 of Article V of the Declaration shall be applicable to the properties encumbered by said plat.

4. Maintenance by Association. The Association shall be responsible for maintaining the following items within the Eagle Creek Village D property: streets, drainage system, sidewalks, routine dredging of retention ponds, the electronic entry gates, the cabana and common pool, resurfacing of the common pool, pool furniture surrounding the common pool, mowing of grass in the Common Property, maintenance of Association or Declarant-installed landscaping on the Common Property, and hurricane debris removal. In order to fund the cost of the Association's responsibilities for maintenance under this Section, the Association shall prepare an annual sub-budget for the maintenance and reserve expenses for the Lots within Village D. Pursuant to such sub-budget, all Owners of Lots within Village D will pay, in advance, as an additional component of the Annual Assessment, a "**Village D Assessment**". The Association shall have all of the same lien rights and other enforcement rights in favor of the Association for enforcing the payment of the Village D Assessment as it would any other Assessment under the Declaration and Florida Statutes.

5. Because Eagle Creek Village D includes townhome style Lots, the following provisions shall apply to the townhome style Lots within Eagle Creek Village D but not the remaining portions of the Property:

Article XX TOWNHOME STYLE LOTS

Section 1 Additional Definitions.

(A) "Boundary Wall" means and refers to the common wall separating the exterior portion of any two (2) Lots.

(B) "Common Footers" means and refers to the subsurface structural support for a Townhome Residential Building.

(C) "Common Roof" means and refers to the exterior roof covering of a Townhome Residential Building, including all components of said exterior cover and its supporting structure.

(D) "Party Wall" means and refers to the common wall separating one Residence from another Residence in the same Townhome Residential Building.

(E) "Residence" means and refers to that portion of a Townhome Residential Building located on a Lot intended for use and occupancy as a residential dwelling for which a certificate of occupancy has been issued.

(F) "Townhome Residential Building" means and refers to a building containing attached Residences.

(G) "Townhome Village D Assessment" means and refers to the assessment to be charged to Owners of Residences within Village D.

Section 2 Party Walls.

(A) To the extent not inconsistent with this Section 2, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

(B) Other than as specifically set forth in this Section 2 below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the Party Wall and shall be a lien against their respective Lots as provided hereafter.

(C) Each Owner shall each be responsible, at its sole cost and expense and subject to Paragraph C below, for the maintenance and repair of its respective interior face of the Party Wall.

(D) Should the Party Wall, or any portion thereof, be damaged or destroyed by the intentional act, gross negligence or negligence of either Owner, their respective agents, guests, licensees or invitees, such Owner shall immediately: (i) repair or replace the Party Wall, or the damaged or destroyed portion thereof, at that Owner's sole cost and expense; and (ii) compensate the other Owner for all resulting damages to the property of the other Owner.

(E) If it becomes reasonably necessary to repair or replace the Party Wall, or any portion thereof or any electrical, plumbing, mechanical or other utilities or facilities located therein, because of any reason not covered by Paragraph D above, either Owner may undertake such repair or replacement, after giving notice to the other Owner. The Owners shall share equally all reasonable costs incurred in connection with such repair or replacement and shall

timely pay its share of repair and replacement costs incurred by the other Owner, to Owner incurring the expenses, on demand.

(F) Any maintenance, repair or replacement of the Party Wall shall: (i) be of the same material, or similar material of the same quality, as that originally used in the Party Wall; (ii) be completed in a good and workmanlike manner, as expeditiously as reasonably possible; (iii) not change the location or size of the Party Wall; and (iv) not impair the strength of the Party Wall nor damage the foundations located on either Lot.

(G) Notwithstanding anything to the contrary contained in this Declaration, if any Owner institutes legal proceedings against another with respect to this Declaration or the use, enjoyment, operation or condition of any easement granted hereunder, the nonprevailing Owner shall pay to the prevailing Owner an amount equal to all attorneys' fees and disbursements whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection, and all other costs and expenses incurred by the prevailing Owner in connection therewith.

(H) Should any Owner fail to make a timely payment of any amount payable hereunder, the balance due thereafter shall reflect an additional interest charge in the amount of the greater of eighteen percent per annum or the highest rate allowed by law, compounded monthly.

(I) No Owner shall permit any construction or materialman's liens to be filed and enforced against the areas burdened by an easement granted hereunder. If such a lien is filed, the responsible Owner shall: (i) pay all costs and charges for work done by it or caused to be done by it that resulted in the filing of the lien; (ii) pay all costs and charges for materials furnished for or in connection with such work at the request of such Owner; (iii) give the other Owner written notice thereof; and (iv) cause the lien to be removed of record within thirty (30) days thereafter, unless any foreclosure action to enforce the lien actually commences, in which case, cause such lien to be removed of record within five days after commencement of such foreclosure action.

(J) Weatherproofing. Notwithstanding any other provision of this Section 2, any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 3 Common Roofs and Common Footers.

(A) General Rules of Law to Apply. To the extent not inconsistent with this Section 3, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof and Common Footer.

(B) Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth in this Section 3 below, the cost of reasonable repair, maintenance and replacement of a Common Roof or Common Footer shall be borne by the Association, the cost of which shall be assessed in accordance with the terms of Section 4(D) hereof.

(C) Repair and Restoration. If a Common Roof or a Common Footer is destroyed or damaged or requires repair, the Association in the exercise of its reasonable discretion shall either restore, repair or replace said Common Roof or Common Footer, without prejudice,

however, to the right of the Association to collect a contribution from Owner under any rule of law regarding liability for negligent or willful acts or omissions. To the extent such damage to a Common Roof or Common Footer is covered by insurance procured pursuant to Section 5, all such proceeds from insurance shall be disbursed to the Association to cover the costs of such repair or replacement. The Association shall have the right to enter on the property of any Owner sharing a Common Roof or Common Footer during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association shall have the right to enter the Residence without notice to make emergency repairs. To the extent that any damage to the Common Roof or Common Footer is not covered by insurance and has been caused by the affirmative, intentional act or omission of an Owner or by the negligence of such Owner, then the Association, in its sole and absolute discretion may, but shall not be required to, recover the cost incurred by the Association in restoring, repairing and/or replacing such damaged Common Roof or Common Footer from such Owner. Any and all costs described above which may be collected from an Owner in accordance with this Paragraph C shall constitute an individual Assessment for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other Assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

Section 4 Maintenance and Repair Responsibilities.

(A) Exterior Maintenance by Owner. Other than as specifically set forth in Paragraph B of this Section 4, each Owner shall be responsible for maintaining such Owner's Lot (including the driveway), the exterior of the Residence located thereon and the exterior of all other improvements located thereon in a neat and attractive manner, free of debris, and as provided elsewhere herein. The Owners' maintenance, repair and replacement obligations shall include, but shall not be limited to, replacement of light bulbs, cleaning leaves and other debris from gutters and maintaining all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to the Residence, including replacing all broken glass. If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof). All Owner maintenance, repair and replacement obligations shall be of a design, quality specification and décor consistent with the improvements located on the Property. Until Class B Membership ceases to exist, no Owner or any other party may install any grass or landscaping on any Lot; provided, however, that after Class B membership in the Association ceases to exist, if an Owner seeks and obtains the approval of the ARB to install and maintain additional landscaping on such Owner's Lot, then the Owner obtaining such approval shall be required to maintain such additional landscaping on such Owner's Lot at such Owner's sole cost and expense. Notwithstanding the foregoing, to the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual Assessments. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to maintain, repair and

replace any portion of the exterior of the Residence which the Owner is obligated to do under this Section 4(A) and the Declaration. The Owner agrees to reimburse the Association for any costs incurred in performing any maintenance, repair or replacement which was the obligation of the Owner pursuant to the Declaration and such costs shall constitute an individual Assessment for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other Assessments.

(B) Exterior Maintenance by Association. The Association shall be responsible for maintaining the following items within the Eagle Creek Village D property: Boundary Walls, the roof of each Townhome Residential Building, exterior painting of all Residences, mowing of grass within each Lot and maintenance of Association or Declarant-installed landscaping on each Lot.

(C) Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Residence in a neat and sanitary manner. Other than for providing termite control service to each of the Residences located on the Property, the Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, wiring, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration. Notwithstanding anything in this Declaration to the contrary, each Owner shall be responsible for the condition of and the maintenance of such Owner's Lot, Residence and any and all other improvements from time-to-time located on such Owner's Lot other than to the extent any of such maintenance obligations are specifically allocated to the Association in this Declaration. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Townhome Residential Building. The Owner agrees to reimburse the Association for any costs incurred in performing any maintenance, repair or replacement which was the obligation of the Owner pursuant to the Declaration and such costs shall constitute an individual Assessment for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other Assessments.

(D) Townhome Village D Assessment. In order to fund the cost of the Association's responsibilities for maintenance under this Section 4, the Association shall prepare an annual sub-budget for the maintenance and reserve expenses for the Residences within Village D. Pursuant to such sub-budget, all Owners of Residences will pay, in advance, as an additional component of the Annual Assessment, a Townhome Village D Assessment. The Association shall have all of the same lien rights and other enforcement rights in favor of the Association for enforcing the payment of the Townhome Village D Assessment as it would any other Assessment under the Declaration and Florida Statutes.

Section 5 Hazard Insurance and Reconstruction or Repair after Casualty.

(A) Hazard Insurance. It shall be the responsibility of each Owner to obtain, at his/her sole cost and expense, liability insurance with respect to the ownership and use of his/her Lot, including the Residence and any improvements (including the roof of the Residence) located on

the Lot. It shall be the responsibility of each Owner to obtain and maintain property insurance in an amount equal to not less than the full replacement cost of the Residence and other improvements located on the Lot and comprehensive personal liability insurance in an amount not less than \$300,000.00. It shall also be the responsibility of each Owner to obtain, at his/her sole cost and expense, flood insurance covering Improvements on the Lot, if the Lot is located in a flood zone designated "A". As of the date that an Owner takes title to a Lot, the Owner must submit to the Association, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. Thereafter, each Owner must submit to the Association, on or before thirty (30) days prior to the expiration of such policy, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. The policy shall not be cancelled, materially changed or not renewed without at least thirty (30) days advance written notice to the Association. If the Owner fails to comply with any portion of this Section 5, including providing copies / certificates to the Association, the Association shall (i) have the fining rights set forth in Article XIX of the Declaration and (ii) after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, have the right to purchase the insurance policy described in this Section 5. The cost of such policy shall be a Special Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore. Nothing shall be done or kept in any Residence or Lot that will increase the rate of insurance for the Property or any other Lot / Residence, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence or on his Lot which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law. Owners are obligated to obtain coverage at their sole cost and expense upon their personal property located on their respective Lots. Such insurance shall not be the responsibility of the Association.

(B) Reconstruction or Repair after Casualty. Any Owner whose Lot or Residence located on the Lot or any improvements located on the Lot is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Residence and improvements, to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the ARB in accordance with the provisions of the Declaration. Each Owner agrees to cooperate in good faith with all other Owners of the Property, including without limitation, the Owners of adjoining Residences and all Owners within Owner's Townhome Residential Building, in connection with the rebuilding and restoration of a Residence and other Residences within a Townhome Residential Building. The Association has the right, but not the obligation to, monitor all rebuilding efforts, and the Associations and all Owners within a particular Building have the right to seek specific performance in a legal action, requiring an Owner to commence and diligently prosecute to completion, the reconstruction of its Residence in the event the Residence is destroyed or damaged by fire or other casualty.

Section 6 Additional Restrictions and Easements.

(A) Fences or Patios. No walls, fences, patio extensions or screened enclosures shall be erected or installed on any Lot without the prior written approval of the ARB. No chain link fencing of any kind shall be allowed, other than such fence which may be erected by the

Declarant from time to time. Any type of wall or fence erected by Declarant shall be considered approved by the ARB.

(B) Satellite Dishes, Antennae and Other Devices. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on any Lot shall be no larger than thirty-nine inches (39") in diameter and twelve (12') feet in height and must be approved in advance by the ARB. Such devices shall not be placed in the front yard of any Lot. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Section 3.

(C) Parking. There shall be a maximum of two (2) vehicles associated with each Residence. The first vehicle must be parked in the Owner's garage and the second vehicle must be parked in the Owner's driveway.

(D) Utility Easements Across Lots. Each Owner hereby grants to the Association, Declarant and each Owner of the Lots attached to or adjoining the granting Owner's Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Residence to the extent reasonably necessary for the purposes of connecting into electrical, telephone, cable and other communications utility services and for providing water for sprinkler systems located on, across, over and under each of the said Lots in capacity sufficient to service each adjoining or attached Residence (such utilities are hereinafter referred to as the "Lines"), and for the installation, operation, use, maintenance, repair, replacement, relocation and removal of any of the Lines. It is expressly understood and agreed that the Lines may be run only under the floor slab of any building structure, in the space between the first and second floors and the second and third floor, if any, and through the attic space above the top floor of any building structure on each such Lot.

(E) Encroachment Easement. In the event that any Residence or improvement thereon erected by the Developer or the Association (including any Party Wall or fence) shall encroach upon any Common Property or other Residence or Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Property shall encroach upon any Residence or Lot, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(F) Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of performing its rights and obligations under the Declaration in repairing, maintaining and replacing portions of the Property.

Signed, sealed and delivered in the presence of the following witnesses:

[Handwritten Signature]

Signature of Witness

Kathryn Smith

Printed Name of Witness

Kate Diemer

Signature of Witness

Kate Diemer

Printed Name of Witness

DECLARANT:

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

[Handwritten Signature]

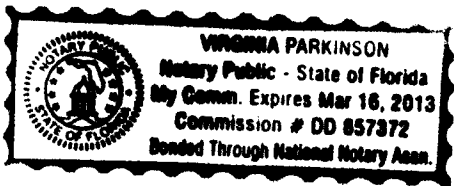
By:

Vice President *ERIC J. EMERSON*

STATE OF FLORIDA
COUNTY OF SEMINOLE

~~2009~~ ²⁰¹⁰ The foregoing instrument was acknowledged before me this 6 day of JAN, 2009, by Eric J. Emerson as Vice President of EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)



[Handwritten Signature]

Notary Public Signature

Virginia Parkinson

(Name typed, printed or stamped)

Notary Public, State of FL

Commission No.: DD857372

My Commission Expires: 3/16/13

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]
Signature of Witness
Kathryn Smith
Printed Name of Witness

[Signature]
Signature of Witness
Kyle Diemer
Printed Name of Witness

ASSOCIATION:

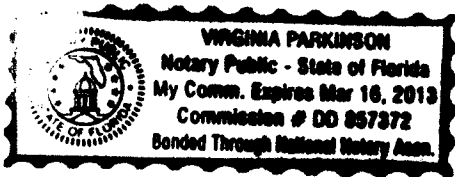
HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC., a Florida not-for-profit corporation

By: [Signature]
Print Name: Eric J. Emerson
President

STATE OF FLORIDA
COUNTY OF SEMINOLE

2010 The foregoing instrument was acknowledged before me this 6 day of Jan, 2010, by Eric J. Emerson, as President, of HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Virginia Parkinson
(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: DD857372
My Commission Expires: 3/16/13

EXHIBIT "A"**LEGAL DESCRIPTION OF
EAGLE CREEK PHASE 1C - VILLAGE D**

A portion of Tract H, a private right of way per Eagle Creek Phase 1C-Village E, according to the Plat thereof as recorded in Plat Book 67, Pages 52 through 55, of the Public Records of Orange County, Florida and a portion of Section 29, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Tract B also being a point on the Southerly Right of way line of Emerson Lake Boulevard (Tract P) a private right of way per Eagle Creek, Phase 1A, according to the Plat thereof as recorded in Plat Book 55, Pages 137 through 153, of the Public Records of Orange County, Florida; thence South 54°26'18" East, along said Southerly Right of way line 671.29 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1,785.00 feet, and a central angle of 08°44'37" and a chord of 272.13 feet that bears South 58°48'37" East; thence Southeasterly along the arc of said curve and Southerly Right of way line 272.40 feet; thence departing said Southerly Right of way line, run South 36°57'14" West, 285.48 feet; thence North 69°47'09" West, 63.66 feet to the Point of Beginning; thence South 23°19'04" West, 88.14 feet; thence South 54°07'02" East, 718.61 feet to a point on the Westerly Right of way line of Mere Parkway (Tract H) a private right of way per aforesaid Plat of Eagle Creek Phase 1C-Village E, being a point on a non-tangent curve concave Easterly, having a radius of 1,408.00 feet, a central angle of 27°26'22" and a chord of 667.88 feet that bears South 10°15'46" East; thence along the arc of said curve and Westerly Right of way line 674.30 feet to the point of tangency; thence South 23°58'57" East, along said Westerly Right of way line 11.28 feet; thence departing said Westerly Right of way line run, South 83°46'36" West, 116.97 feet; thence South 84°07'32" West, 200.00 feet; thence North 61°32'47" West, 38.81 feet; thence North 80°43'00" West, 187.46 feet; thence North 83°46'13" West, 151.96 feet; thence North 76°16'21" West, 15.30 feet; thence North 83°46'11" West, 170.00 feet; thence North 65°47'12" West, 29.21 feet; thence North 63°14'26" West, 170.00 feet; thence North 64°04'42" West, 15.53 feet; thence North 63°14'15" West, 170.00 feet; thence North 73°39'08" West, 44.80 feet; thence North 41°57'21" West, 200.00 feet; thence North 17°05'41" West, 83.14 feet; thence North 06°59'48" East, 697.21 feet; thence North 29°11'46" East, 92.46 feet; thence North 64°04'25" East, 140.00 feet; thence North 84°48'46" East, 58.29 feet; thence South 79°56'29" East, 135.44 feet; thence South 69°35'03" East, 59.63 feet; thence South 66°40'56" East, 107.20 feet; thence South 72°46'23" East, 50.28 feet; thence South 69°47'09" East, 100.15 feet to the Point of Beginning.

Containing: 29.21 acres more or less.