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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS

Preparer Information: (name, address and phone number)

Ryan C. Ross, 613 Pierce St., P.O. Box 1557, Sioux City, IA 51102, Phone: (712) 252-3226

Taxpayer Information: (name and complete address)

Clayton Creek, L.L.C., 5705 Old Lakeport Rd., Sioux City, IA 51106

Return Document To: (name and complete address)

Box Ryan C. Ross, 613 Pierce St., P.O. Box 1557, Sioux City, IA 51102

Grantor: Clayton Creek, L.L.C.

Grantee:

Clayton Creek, L.L.C.

Legal Description:

See Page 2

Document or instrument number of previously recorded documents:

**DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS
CLAYTON CREEK AN ADDITION TO THE CITY OF SIOUX CITY,
WOODBURY COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS that Clayton Creek, L.L.C., an Iowa limited liability company, Developer and fee owner of the following described premises situated in the County of Woodbury and State of Iowa, to-wit:

**CLAYTON CREEK AN ADDITION TO THE CITY OF SIOUX CITY,
WOODBURY COUNTY, IOWA**

does hereby declare and impose the following uniform protective covenants, building restrictions and easements upon said premises, which are for the benefit of the owners of the lots and the benefit of each and every lot described. The covenants will help protect the value and desirability of the real estate.

**ARTICLE 1.
LAND USE AND BUILDING TYPE**

A. No dwelling shall be erected altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. Such dwelling must have an attached, minimum two-car garage. Furthermore, no lots shall be further subdivided, except by revision or modification of these protective covenants and restrictions in accordance with Article 14 herein.

B. Within forty-eight (48) months from the date any grantee acquires title to an unimproved lot in this subdivision from Clayton Creek, L.L.C., said grantee or his or her heirs or assigns shall have commenced construction of a residence on said lot; within six (6) months from the date any grantee commences construction on such lot, the grantee or his or her heirs or assigns shall have completed the exterior of the structure and the landscaping; in the event that construction of a residence has not commenced on any said lot within forty-eight (48) months or the exterior of the structure and the landscaping are not completed within six (6) months from the date construction is commenced, Clayton Creek, L.L.C., its successors and assigns shall have the right and privilege of repurchasing the conveyed lot at a price equal to ninety (90) percent of the price paid to Clayton Creek, L.L.C. for said lot.

C. Clayton Creek, L.L.C. also shall have a right of first refusal to re-purchase any lots not constructed upon which the original purchaser desires to sell. The re-purchase price shall be the original sales price paid to Clayton Creek, L.L.C. Clayton Creek, L.L.C. shall have 30 days from the date it receives written notice to exercise this right of first refusal. The failure of Clayton Creek, L.L.C. to exercise this right to buy within said time period shall nullify and void this right and the original purchaser shall be at liberty to sell the lot to the original offeror.

ARTICLE 2.
ARCHITECTURAL CONTROL

No building, fence, wall or the exterior of any structure shall be erected, placed or altered on any lot until the plans and specifications and a plan showing the location of the building, fence wall or structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph B of Article 12 hereof.

ARTICLE 3.
DWELLING SIZE AND REQUIREMENTS

- A. A one-story dwelling with basement shall have a minimum floor area as follows:
- a. Lots 8, 9 & 11 - no less than 1400 square feet exclusive of basement area;
 - b. All other lots- no less than 1700 square feet exclusive of basement area.
- B. Basements are required on all homes.
- C. A two-story-dwelling shall have a minimum floor area of 1400 square feet on the first floor exclusive of basement area.
- D. No split foyer homes shall be allowed.
- E. Garages shall have a minimum floor area of 576 square feet.
- F. No modular or mobile homes shall be allowed.
- G. No outbuildings shall be constructed without receiving the prior written approval of the Architectural Control Committee. In no event shall there be more than one (1) outbuilding on any lot. The architectural design of the outbuilding shall conform to the design of the dwelling on the lot. The outbuilding shall not exceed one-hundred percent (100%) of the square footage of the primary dwelling main floor on Lots 8, 9 & 11. The outbuilding shall not exceed two-hundred percent (200%) of the square footage of the primary dwelling main floor on all other lots. Maximum outbuilding size shall also conform to the zoning code for the City of Sioux City. This one (1) outbuilding limitation shall not preclude the construction of pools and structures necessary for the use thereof or tennis courts and structures necessary for the use thereof, provided that any such pool, court or structure is properly screened by reasonable shrubbery or a decorative fence or both, and is approved by the Architectural Control Committee as provided in paragraph B of Article 12 hereof.
- H. No dwelling shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the home, which driveway must be of sufficient area to park at least four (4) automobiles entirely off the street. All driveways shall be constructed of concrete or asphalt surfacing, except the driveway on lot 10 may also be gravel surfacing.

I. No chain link fencing shall be visible from South Roswell St., except as installed around a tennis court, or swimming pool, and must be used in conjunction with materials that match the dwelling design.

The above minimum square footage in A. and C. is computed on the main structure exclusive of porches and garages, and applies to all lots.

ARTICLE 4. BUILDING LOCATION

A. No building shall be located nearer than 30 feet to the front lot line, nor nearer than 7.5 feet to any interior lot line, nor nearer than 50 feet to the rear lot line, nor nearer than 7.5 feet from any nature trail owned, or managed, by the Clayton Creek Homeowner Association.

B. The total structure including the garage shall be centered on the lot as measured from the side lot lines unless alternative placement is approved by the Architectural Control Committee.

ARTICLE 5. EASEMENTS

An easement for construction and maintenance of a nature trail has been granted in accordance with Article 13 herein.

ARTICLE 6. NUISANCES

A. 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.

B. No permanent on street parking shall be allowed. When possible, motor vehicles shall be parked in garages and in driveways at all times.

C. The owner of each lot, shall keep the lot free from weeds and debris whether the lot is improved or unimproved. Each lot owner shall also keep the nature trail easement area free from weeds and debris.

ARTICLE 7. TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE 8.
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

ARTICLE 9.
LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots, except that, horses, dogs, cats, or other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No more than two (2) of any species of animals will be allowed on any one lot.

ARTICLE 10.
GARBAGE AND REFUSE DISPOSAL

A. No part of the individual lots or boulevards shall be used at any time for the storage or abandonment of junked automobiles or other motor equipment.

B. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE 11.
TERM

These restrictions and 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-one (21) years from the date these covenants are recorded, after which time said restrictions and 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 whole or in part.

ARTICLE 12.
ARCHITECTURAL CONTROL COMMITTEE

A. The Architectural Control Committee is composed of three (3) members. Said three (3) members shall be appointed by Clayton Creek, LLC, for so long as Clayton Creek, LLC retains ownership of any lot within the Clayton Creek Subdivision. Thereafter, the members of the Architectural Control Committee shall be selected by the owners of said lots. The appointment shall be made by simple majority of those present at a meeting of the owners of said lots held at a reasonably convenient time and place no less than ten (10) days after written notice

of such meeting and its purpose if delivered to said owners or mailed to said owners at their last known address. In making any such appointment, each owner shall have one vote for each lot owned by him or her. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

In the event of the death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor, until such time as the lot owner's meet, as hereinbefore provided; provided, however, if as a result of death or resignation there shall be no remaining member of said committee, then and in that case all three (3) vacancies shall be filled by appointment by the owners of said lots as hereinbefore provided for the Initial appointment of Committee members.

Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

B. The Committee's approval or disapproval as required in these covenants shall be in writing; and, in the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after a complete set of 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.

ARTICLE 13. CLAYTON CREEK HOMEOWNER ASSOCIATION

A. Lot owners shall become members of the Clayton Creek Homeowner Association, a non-profit corporation organized for the purpose of promoting the health, safety and welfare of the residents of the Clayton Creek subdivision and shall be subject to annual and special assessments for maintaining the following: the public road known as Roswell Street from its intersection with Stone Avenue to its terminus within the Clayton Creek subdivision; the nature trail to be constructed within the subdivision; a drainage pond located on real estate to the southwest of the Clayton Creek Subdivision pursuant to the terms of Drainage Easement Agreement filed on September 25, 2017 in Roll 754, Image 11586 in the Woodbury County Recorder's office; and, the 4-inch private water main (but no stub lines serving individual lots) running within the Roswell Street right of way, and for otherwise carrying out the purposes of the Association.

B. The Clayton Creek Homeowner Association is granted a 20' wide easement running over and upon lots one (1) through ten (10) to construct and maintain a nature trail. The location of said easement is attached hereto as **Exhibit "A"**.

ARTICLE 14. REVISIONS AND MODIFICATIONS

Any of the protective covenants and restrictions herein contained may be revised or modified by Clayton Creek, L.L.C., if Clayton Creek, L.L.C. still owns one or more lots. If

Clayton Creek, L.L.C. no longer owns one or more Lots, then these protective covenants and restrictions may be revised or modified by the affirmative vote of a two - thirds (2/3) majority of all the owners of said lots at a special meeting called for that purpose held at a reasonably convenient time and place not less than ten (10) days after written notice of such meeting and its purpose is delivered to said owners or mailed to said owners at their last known address. The notice of said special meeting required herein shall contain a written statement of the protective covenants or restrictions proposed for revision or modification and the proposed revision or modification thereof. Each owner shall have one vote for each lot owned by him or her. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In lieu of casting a vote at such meeting, any owner of any of said lots may indicate his or her approval of any such proposed revision or modification by submitting written approval thereof to the person or persons proposing the revision or modification or their representative prior to said meeting.

ARTICLE 15.
ENFORCEMENT

If there shall be a violation or attempt to violate any of these covenants or restrictions, the Clayton Creek Homeowner Association, or any person or persons owning any real estate situated in this subdivision, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him, her or them from so doing or to recover damages for such violation, including reasonable attorney fees.

ARTICLE 16.
DEFINITIONS

“Owner” as used in this Declaration shall mean and refer to the record owner, whether one or more persons or entities of any of said lots but notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee shall acquire title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Clayton Creek, L.L.C.
By: Ninety Percent, L.L.C.
Its: Manager

By: 
Laura J. Pedersen, Co-Manager

By: 
Nicole L. Layman, Co-Manager

STATE OF IOWA :
:SS
COUNTY OF WOODBURY :

On this 6th day of February, 2018 before me, a Notary Public in and for the State of Iowa, personally appeared Laura J. Pedersen and Nicole L. Layman, to me personally known, who being by me duly sworn did say that they are the Managers of Ninety Percent, L.L.C., the Manager of Clayton Creek, L.L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Laura J. Pedersen and Nicole L. Layman acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Notary Public - State of Iowa

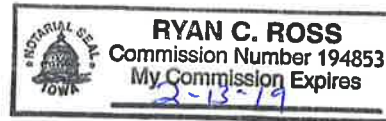


EXHIBIT 'A', EASEMENT DRAWING

INDEX LEGEND:

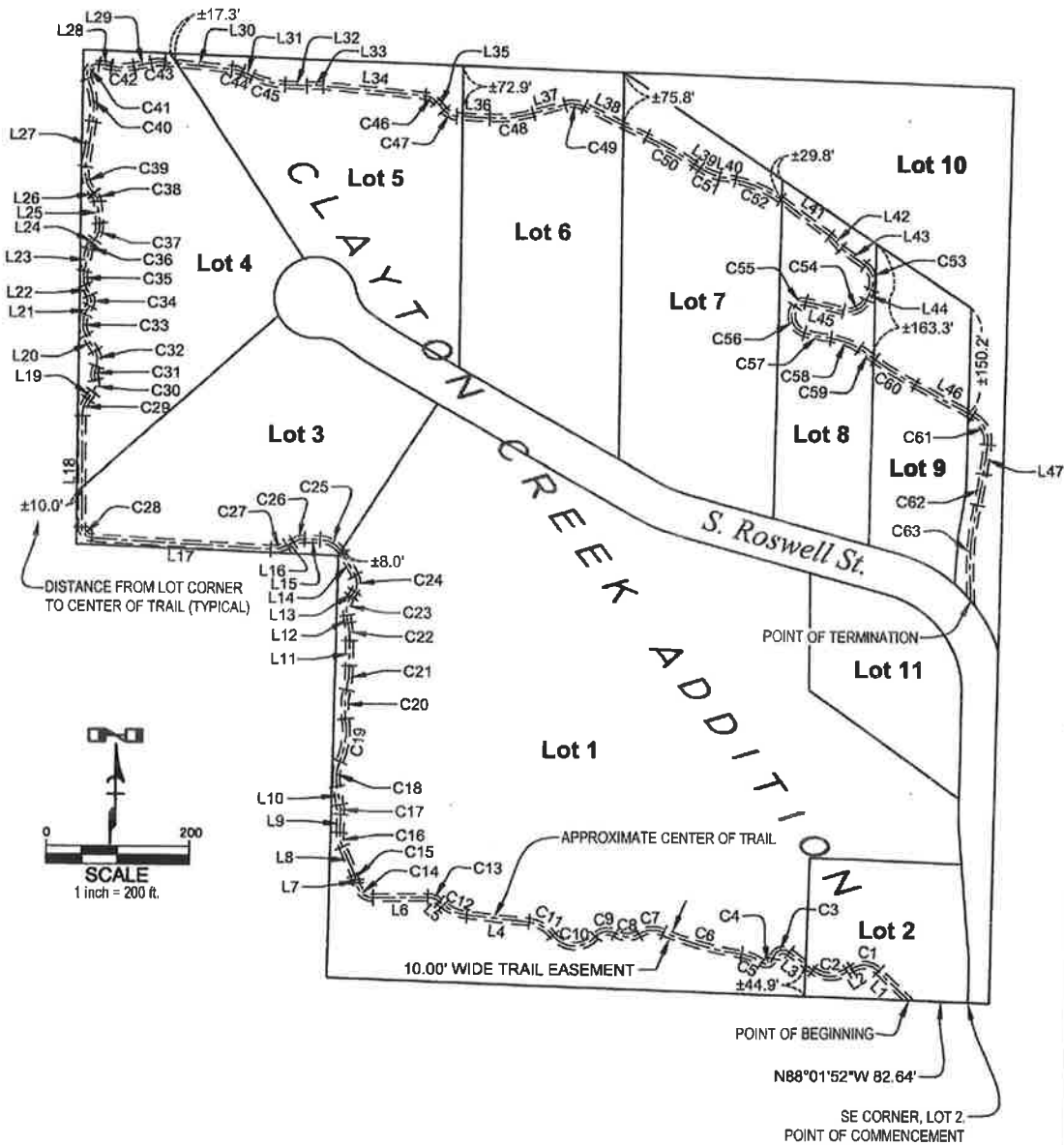
PART OF: LOTS 1-10, CLAYTON CREEK ADDITION

CURRENT PROPRIETOR: CLAYTON CREEK, LLC

SURVEY REQUESTED BY: CLAYTON CREEK, LLC

PREPARED BY AND RETURN TO:

David A. Lambertson, DGR Engineering, 6115 Whispering Creek Dr.,
Sioux City, IA 51106 (712) 266-1554 dave.lambertson@dgr.com



DGR
ENGINEERING
www.dgr.com



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David A. Lambertson 01/26/18
DAVID A. LAMBERTSON License No. 15746 DATE
My license renewal date is December 31, 2018
Pages or sheets covered by this seal: 1 of 1

Drawn by: DAL
Checked by: DAL
Date of Field Survey:
01/15/2018
Project No. 265027
Sheet No. 1 of 5

Drawing # - P:021265027.dwg

Curve Table				
Curve #	Delta	Radius	Length	Chord Dir. - Length
C1	78°12'24"	30.00'	40.95'	N84°55'00"W-37.84'
C2	71°38'28"	41.03'	51.30'	N88°11'58"W-48.03'
C3	115°55'45"	15.00'	30.35'	S69°39'23"W-25.43'
C4	114°52'14"	9.86'	19.77'	S69°07'39"W-16.62'
C5	28°49'21"	61.45'	30.91'	N67°50'56"W-30.59'
C6	15°21'57"	424.38'	113.81'	N74°34'36"W-113.47'
C7	54°19'28"	38.89'	36.88'	S85°56'37"W-35.51'
C8	63°52'13"	30.30'	33.78'	N89°17'01"W-32.06'
C9	83°05'38"	21.14'	30.66'	S81°06'17"W-28.04'
C10	103°04'38"	38.31'	68.93'	N88°55'42"W-60.00'
C11	46°28'55"	48.00'	38.94'	N60°39'18"W-37.88'
C12	34°30'30"	60.35'	36.35'	N66°38'30"W-35.80'
C13	41°11'42"	25.00'	17.97'	N69°59'06"W-17.59'
C14	83°02'27"	22.93'	33.24'	N49°03'44"W-30.40'
C15	16°15'32"	26.69'	7.57'	N15°40'17"W-7.55'
C16	25°58'10"	44.47'	20.16'	N10°48'58"W-19.99'
C17	12°30'18"	62.29'	13.58'	N04°05'02"W-13.57'
C18	32°55'31"	62.36'	35.83'	N06°07'34"E-35.34'
C19	30°38'50"	116.05'	62.08'	N07°15'54"E-61.34'
C20	19°47'35"	120.58'	41.65'	N01°50'16"E-41.45'
C21	11°40'52"	165.84'	33.81'	N05°53'37"E-33.75'
C22	9°40'45"	152.96'	25.84'	N04°47'11"W-25.81'
C23	42°36'05"	37.80'	28.10'	N11°40'29"E-27.46'
C24	62°07'33"	21.67'	23.49'	N01°54'45"E-22.36'
C25	59°12'23"	37.38'	38.63'	N58°45'13"W-36.93'
C26	31°54'36"	30.89'	17.20'	S75°41'17"W-16.98'
C27	33°22'21"	40.00'	23.30'	S76°25'10"W-22.97'
C28	86°27'40"	15.02'	22.66'	N43°36'25"W-20.57'
C29	36°03'42"	40.41'	25.44'	N17°42'41"E-25.02'
C30	50°20'04"	20.47'	17.98'	N10°34'30"E-17.41'
C31	35°28'05"	32.92'	20.38'	N03°08'31"E-20.06'
C32	51°54'19"	25.00'	22.65'	N05°04'35"W-21.88'

Curve Table				
Curve #	Delta	Radius	Length	Chord Dir. - Length
C33	57°44'42"	30.78'	31.02'	N02°09'24"W-29.72'
C34	50°48'21"	17.94'	15.91'	N01°18'46"E-15.39'
C35	37°10'35"	31.12'	20.19'	N05°30'07"W-19.84'
C36	22°00'14"	21.61'	8.30'	N24°05'18"E-8.25'
C37	40°38'20"	35.99'	25.53'	N14°46'15"E-24.98'
C38	37°52'52"	18.43'	12.18'	N24°29'21"W-11.96'
C39	52°03'43"	45.00'	40.89'	N17°23'55"W-39.50'
C40	31°34'19"	113.69'	62.65'	N07°09'13"W-61.86'
C41	122°45'31"	15.00'	32.14'	N38°26'23"E-26.33'
C42	21°27'34"	86.94'	32.56'	N89°05'22"E-32.37'
C43	16°41'13"	63.97'	18.63'	N86°42'12"E-18.56'
C44	19°11'30"	45.88'	15.37'	S75°21'26"E-15.30'
C45	21°25'03"	127.13'	47.52'	S76°28'13"E-47.25'
C46	43°29'23"	23.85'	18.10'	S62°52'05"E-17.67'
C47	46°24'53"	24.69'	20.16'	S64°19'50"E-19.62'
C48	18°26'39"	191.55'	61.66'	N83°14'24"E-61.40'
C49	41°54'09"	38.03'	27.81'	S85°01'51"E-27.19'
C50	9°00'58"	500.00'	78.68'	S59°34'17"E-78.60'
C51	23°35'55"	72.03'	29.67'	S66°51'45"E-29.46'
C52	24°50'26"	162.87'	70.61'	S66°14'29"E-70.06'
C53	77°32'16"	28.30'	38.30'	S15°08'08"E-35.44'
C54	80°14'49"	27.94'	39.13'	S63°45'25"W-36.01'
C55	70°40'50"	15.00'	18.50'	S68°32'24"W-17.35'
C56	107°23'34"	25.38'	47.58'	S20°29'44"E-40.91'
C57	8°46'15"	245.36'	37.56'	S78°34'37"E-37.52'
C58	25°10'31"	97.44'	42.81'	S70°22'30"E-42.47'
C59	4°33'17"	343.48'	27.30'	S55°30'36"E-27.30'
C60	8°31'18"	452.02'	67.23'	S57°29'37"E-67.17'
C61	69°21'27"	41.00'	49.63'	S27°04'32"E-46.65'
C62	5°08'44"	500.00'	44.90'	S10°10'33"W-44.89'
C63	18°20'13"	429.84'	137.57'	S03°34'49"W-136.98'

Line Table		
Line #	Direction	Length
L1	N45°48'48"W	59.02'
L2	S55°58'48"W	7.50'
L3	N52°22'44"W	41.91'
L4	N83°53'45"W	87.77'
L5	N49°23'15"W	7.62'
L6	S89°25'02"W	77.03'
L7	N07°32'31"W	5.10'
L8	N23°48'03"W	42.85'
L9	N02°10'07"E	26.00'
L10	N10°20'11"W	26.69'
L11	N00°03'11"E	36.51'
L12	N09°37'34"W	11.07'
L13	N32°58'31"E	8.74'
L14	N29°09'02"W	36.32'
L15	N88°21'25"W	21.95'
L16	S59°43'59"W	9.93'

Line Table		
Line #	Direction	Length
L17	N86°53'39"W	251.63'
L18	N00°19'10"W	159.11'
L19	N35°44'32"E	12.39'
L20	N31°01'46"W	25.46'
L21	N26°42'57"E	13.29'
L22	N24°05'24"W	16.28'
L23	N13°05'11"E	32.18'
L24	N35°05'25"E	7.13'
L25	N05°32'55"W	30.09'
L26	N43°25'47"W	1.40'
L27	N08°37'57"E	65.86'
L28	S80°10'51"E	16.62'
L29	N78°21'35"E	24.55'
L30	S84°57'12"E	94.81'
L31	S65°45'41"E	15.67'
L32	S87°10'45"E	30.60'

Line Table		
Line #	Direction	Length
L33	N89°42'44"E	23.35'
L34	S84°36'47"E	144.00'
L35	S41°07'24"E	16.36'
L36	S87°32'17"E	46.50'
L37	N74°01'04"E	46.31'
L38	S64°04'46"E	97.21'
L39	S55°03'48"E	9.72'
L40	S78°39'42"E	22.93'
L41	S53°49'17"E	86.12'
L42	S42°09'16"E	23.80'
L43	S53°54'16"E	41.31'
L44	S23°38'00"W	16.38'
L45	N76°07'11"W	54.22'
L46	S61°45'16"E	91.99'
L47	S07°36'11"W	41.84'



EASEMENT DESCRIPTION:

A strip of land ten (10) feet wide, over and across Lots One (1) through Ten (10) in Clayton Creek, an Addition to the City of Sioux City, Woodbury County, Iowa, the centerline of which follows the existing mulch trail as constructed, approximately described as follows:

Commencing at the southeast corner of Lot 2 in said Clayton Creek Addition; thence North 88°01'52" West along the south line of said Lot 2 for a distance of 82.64 feet to the Point of Beginning; thence North 45°48'48" West for a distance of 59.02 feet; thence Westerly along a curve to the left with a radius of 30.00 feet, through a central angle of 78°12'24" for a distance along the arc of 40.95 feet, the chord of which bears North 84°55'00" West a distance of 37.84 feet; thence South 55°58'48" West for a distance of 7.50 feet; thence Westerly along a curve to the right with a radius of 41.03 feet, through a central angle of 71°38'28" for a distance along the arc of 51.30 feet, the chord of which bears North 88°11'58" West a distance of 48.03 feet; thence North 52°22'44" West for a distance of 41.91 feet; thence Westerly along a curve to the left with a radius of 15.00 feet, through a central angle of 115°55'45" for a distance along the arc of 30.35 feet, the chord of which bears South 69°39'23" West a distance of 25.43 feet; thence Westerly along a curve to the right with a radius of 9.86 feet, through a central angle of 114°52'14", for a distance along the arc of 19.77 feet, the chord of which bears South 69°07'39" West a distance of 16.62 feet; thence Westerly along a curve to the left with a radius of 61.45 feet, through a central angle of 28°49'21", for a distance along the arc of 30.91 feet, the chord of which bears North 67°50'56" West a distance of 30.59 feet to a point of reverse curvature; thence Westerly along a curve to the right with a radius of 424.38 feet, through a central angle of 15°21'57" for a distance along the arc of 113.81 feet, the chord of which bears North 74°34'38" West a distance of 113.47 feet to a point of reverse curvature; thence Westerly along a curve to the left with a radius of 38.89 feet, through a central angle of 54°19'28" for a distance along the arc of 36.88 feet, the chord of which bears South 85°56'37" West a distance of 35.51 feet to a point of reverse curvature; thence Westerly along a curve to the right with a radius of 30.30 feet, through a central angle of 63°52'13" for a distance along the arc of 33.78 feet, the chord of which bears North 89°17'01" West a distance of 32.06 feet to a point of reverse curvature; thence Westerly along a curve to the left with a radius of 21.14 feet, through a central angle of 83°05'38" for a distance along the arc of 30.66 feet, the chord of which bears South 81°06'17" West a distance of 28.04 feet to a point of reverse curvature; thence Westerly along a curve to the right with a radius of 38.31 feet, through a central angle of 103°04'38" for a distance along the arc of 68.93 feet, the chord of which bears North 88°55'42" West a distance of 60.00 feet to a point of reverse curvature; thence Northwesterly along a curve to the left with a radius of 48.00 feet, through a central angle of 46°28'55" for a distance along the arc of 38.94 feet, the chord of which bears North 60°39'18" West a distance of 37.88 feet; thence North 83°53'45" West for a distance of 87.77 feet; thence Northwesterly along a curve to the right with a radius of 60.35 feet, through a central angle of 34°30'30" for a distance along the arc of 36.35 feet, the chord of which bears North 66°38'30" West a distance of 35.80 feet; thence North 49°23'15" West for a distance of 7.62 feet; thence Westerly along a curve to the left with a radius of 25.00 feet, through a central angle of 41°11'42" for a distance along the arc of 17.97 feet, the chord of which bears North 69°59'06" West a distance of 17.59 feet; thence South 89°25'02" West for a distance of 77.03 feet; thence Northwesterly along a curve to the right with a radius of 22.93 feet, through a central angle of 83°02'27" for a distance along the arc of 33.24 feet, the chord of which bears North 49°03'44" West a distance of 30.40 feet; thence North 07°32'31" West for a distance of 5.10 feet; thence Northerly along a curve to the left with a radius of 26.69 feet, through a central angle of 16°15'32" for a distance along the arc of 7.57 feet, the chord of which bears North 15°40'17" West a distance of 7.55 feet; thence North 23°48'03" West for a distance of 42.85 feet; thence Northerly along a curve to the right with a radius of 44.47 feet, through a central angle of 25°58'10" for a distance along the arc of 20.16 feet, the chord of which bears North 10°48'58" West a distance of 19.99 feet; thence North 02°10'07" East for a distance of 26.00 feet; thence Northerly along a curve to the left with a radius of 62.29 feet, through a central angle of 12°30'18" for a distance along the arc of 13.59 feet, the chord of which bears North 04°05'02" West a distance of 13.57 feet; thence North 10°20'11" West for a distance of 26.69 feet; thence Northerly along a curve to the right with a radius of 62.36 feet, through a central angle of 32°55'31", for a distance along the arc of 35.83 feet, the chord of which bears North 06°07'34" East a distance of 35.34 feet to a point of reverse curvature; thence Northerly along a curve to the left with a radius of 116.05 feet, through a central angle of 30°38'50" for a distance along the arc of 62.08 feet, the chord of which bears North 07°15'54" East a distance of 61.34 feet to a point of reverse curvature; thence Northerly along a curve to the right with a radius of 120.58 feet, through a central angle of 19°47'35" for a distance along the arc of 41.65 feet, the chord of which bears North 01°50'16" East a distance of 41.45 feet to a point of reverse curvature; thence Northerly along a curve to the left with a radius of 165.84 feet, through a central angle of 11°40'52" for a distance along the arc of 33.81 feet, the chord of which bears North 05°53'37" East a distance of 33.75 feet; thence North 00°03'11" East for a distance of 36.51 feet; thence Northerly along a curve to the left with a radius of 152.96 feet, through a central angle of 09°40'45" for a distance along the arc of 25.84 feet, the chord of which bears North 04°47'11" West a distance of 25.81 feet; (continued on page 4)

(continuation from page 3) thence North 09°37'34" West for a distance of 11.07 feet; thence Northerly along a curve to the right with a radius of 37.80 feet, through a central angle of 42°36'05" for a distance along the arc of 28.10 feet, the chord of which bears North 11°40'29" East a distance of 27.46 feet; thence North 32°58'31" East for a distance of 8.74 feet; thence Northerly along a curve to the left with a radius of 21.67 feet, through a central angle of 62°07'33" for a distance along the arc of 23.49 feet, the chord of which bears North 01°54'45" East a distance of 22.36 feet; thence North 29°09'02" West for a distance of 36.32 feet; thence Northwesterly along a curve to the left with a radius of 37.38 feet, through a central angle of 59°12'23" for a distance along the arc of 38.63 feet, the chord of which bears North 58°45'13" West a distance of 36.93 feet; thence North 88°21'25" West for a distance of 21.95 feet; thence Westerly along a curve to the left with a radius of 30.89 feet, through a central angle of 31°54'36" for a distance along the arc of 17.20 feet, the chord of which bears South 75°41'17" West a distance of 16.98 feet; thence South 59°43'59" West for a distance of 9.93 feet; thence Westerly along a curve to the right with a radius of 40.00 feet, through a central angle of 33°22'21" for a distance along the arc of 23.30 feet, the chord of which bears South 76°25'10" West a distance of 22.97 feet; thence North 86°53'39" West for a distance of 251.63 feet; thence Northwesterly along a curve to the right with a radius of 15.02 feet, through a central angle of 86°27'40", for a distance along the arc of 22.66 feet, the chord of which bears North 43°36'25" West a distance of 20.57 feet; thence North 00°19'10" West for a distance of 159.11 feet; thence Northerly along a curve to the right with a radius of 40.41 feet, through a central angle of 36°03'42" for a distance along the arc of 25.44 feet, the chord of which bears North 17°42'41" East a distance of 25.02 feet; thence North 35°44'32" East for a distance of 12.39 feet; thence Northerly along a curve to the left with a radius of 20.47 feet, through a central angle of 50°20'04" for a distance along the arc of 17.98 feet, the chord of which bears North 10°34'30" East a distance of 17.41 feet to a point of reverse curvature; thence Northerly along a curve to the right with a radius of 32.92 feet, through a central angle of 35°28'05" for a distance along the arc of 20.38 feet, the chord of which bears North 03°08'31" East a distance of 20.06 feet; thence Northerly along a curve to the left with a radius of 25.00 feet, through a central angle of 51°54'19", for a distance along the arc of 22.65 feet, the chord of which bears North 05°04'35" West a distance of 21.88 feet; thence North 31°01'46" West for a distance of 25.46 feet; thence Northerly along a curve to the right with a radius of 30.78 feet, through a central angle of 57°44'42" for a distance along the arc of 31.02 feet, the chord of which bears North 02°09'24" West a distance of 29.72 feet; thence North 26°42'57" East for a distance of 13.29 feet; thence Northerly along a curve to the left with a radius of 17.94 feet, through a central angle of 50°48'21" for a distance along the arc of 15.91 feet, the chord of which bears North 01°18'46" East a distance of 15.39 feet; thence North 24°05'24" West for a distance of 16.28 feet; thence Northerly along a curve to the right with a radius of 31.12 feet, through a central angle of 37°10'35" for a distance along the arc of 20.19 feet, the chord of which bears North 05°30'07" West a distance of 19.84 feet; thence North 13°05'11" East for a distance of 32.18 feet; thence Northeasterly along a curve to the right with a radius of 21.61 feet, through a central angle of 22°00'14" for a distance along the arc of 8.30 feet, the chord of which bears North 24°05'18" East a distance of 8.25 feet; thence North 35°05'25" East for a distance of 7.13 feet; thence Northerly along a curve to the left with a radius of 35.99 feet, through a central angle of 40°38'20" for a distance along the arc of 25.53 feet, the chord of which bears North 14°46'15" East a distance of 24.99 feet; thence North 05°32'55" West for a distance of 30.09 feet; thence Northwesterly along a curve to the left with a radius of 18.43 feet, through a central angle of 37°52'52" for a distance along the arc of 12.18 feet, the chord of which bears North 24°29'21" West a distance of 11.96 feet; thence North 43°25'47" West for a distance of 1.40 feet; thence Northerly along a curve to the right with a radius of 45.00 feet, through a central angle of 52°03'43" for a distance along the arc of 40.89 feet, the chord of which bears North 17°23'55" West a distance of 39.50 feet; thence North 08°37'57" East for a distance of 65.86 feet; thence Northerly along a curve to the left with a radius of 113.69 feet, through a central angle of 31°34'19" for a distance along the arc of 62.65 feet, the chord of which bears North 07°09'13" West a distance of 61.86 feet to a point of reverse curvature; thence Northeasterly along a curve to the right with a radius of 15.00 feet, through a central angle of 122°45'31" for a distance along the arc of 32.14 feet, the chord of which bears North 38°26'23" East a distance of 26.33 feet; thence South 80°10'51" East for a distance of 16.62 feet; thence Easterly along a curve to the left with a radius of 86.94 feet, through a central angle of 21°27'34" for a distance along the arc of 32.56 feet, the chord of which bears North 89°05'22" East a distance of 32.37 feet; thence North 78°21'35" East for a distance of 24.55 feet; thence Easterly along a curve to the right with a radius of 63.97 feet, through a central angle of 16°41'13" for a distance along the arc of 18.63 feet, the chord of which bears North 86°42'12" East a distance of 18.56 feet; thence South 84°57'12" East for a distance of 94.81 feet; thence Easterly along a curve to the right with a radius of 45.88 feet, through a central angle of 19°11'30" for a distance along the arc of 15.37 feet, the chord of which bears South 75°21'26" East a distance of 15.30 feet; thence South 65°45'41" East for a distance of 15.67 feet; thence Easterly along a curve to the left with a radius of 127.13 feet, through a central angle of 21°25'03" for a distance along the arc of 47.52 feet, the chord of which bears South 76°28'13" East a distance of 47.25 feet; thence South 87°10'45" East for a distance of 30.60 feet; thence North 89°42'44" East for a distance of 23.35 feet; thence South 84°36'47" East for a distance of 144.00 feet; thence Southeasterly along a curve to the right with a radius of 23.85 feet, (continued on page 5)

(continuation from page 4) through a central angle of 43°29'23" for a distance along the arc of 18.10 feet, the chord of which bears South 62°52'05" East a distance of 17.67 feet; thence South 41°07'24" East for a distance of 16.36 feet; thence Southeasterly along a curve to the left with a radius of 24.89 feet, through a central angle of 46°24'53" for a distance along the arc of 20.16 feet, the chord of which bears South 64°19'50" East a distance of 19.62 feet; thence South 87°32'17" East for a distance of 46.50 feet; thence Easterly along a curve to the left with a radius of 191.55 feet, through a central angle of 18°26'39" for a distance along the arc of 61.66 feet, the chord of which bears North 83°14'24" East a distance of 61.40 feet; thence North 74°01'04" East for a distance of 46.31 feet; thence Easterly along a curve to the right with a radius of 38.03 feet, through a central angle of 41°54'09" for a distance along the arc of 27.81 feet, the chord of which bears South 85°01'51" East a distance of 27.19 feet; thence South 64°04'46" East for a distance of 97.21 feet; thence Southeasterly along a curve to the right with a radius of 500.00 feet, through a central angle of 09°00'58" for a distance along the arc of 78.68 feet, the chord of which bears South 59°34'17" East a distance of 78.60 feet; thence South 55°03'48" East for a distance of 9.72 feet; thence Southeasterly along a curve to the left with a radius of 72.03 feet, through a central angle of 23°35'55" for a distance along the arc of 29.67 feet, the chord of which bears South 66°51'45" East a distance of 29.46 feet; thence South 78°39'42" East for a distance of 22.93 feet; thence Southeasterly along a curve to the right with a radius of 162.87 feet, through a central angle of 24°50'26" for a distance along the arc of 70.61 feet, the chord of which bears South 66°14'29" East a distance of 70.06 feet; thence South 53°49'17" East for a distance of 86.12 feet; thence South 42°09'16" East for a distance of 23.80 feet; thence South 53°54'16" East for a distance of 41.31 feet; thence Southerly along a curve to the right with a radius of 28.30 feet, through a central angle of 77°32'16" for a distance along the arc of 38.30 feet, the chord of which bears South 15°08'08" East a distance of 35.44 feet; thence South 23°38'00" West for a distance of 16.38 feet; thence Southwesterly along a curve to the right with a radius of 27.94 feet, through a central angle of 80°14'49" for a distance along the arc of 39.13 feet, the chord of which bears South 63°45'25" West a distance of 36.01 feet; thence North 76°07'11" West for a distance of 54.22 feet; thence Westerly along a curve to the left with a radius of 15.00 feet, through a central angle of 70°40'50" for a distance along the arc of 18.50 feet, the chord of which bears South 68°32'24" West a distance of 17.35 feet; thence Southerly along a curve to the left with a radius of 25.38 feet, through a central angle of 107°23'34", for a distance along the arc of 47.58 feet, the chord of which bears South 20°29'44" East a distance of 40.91 feet; thence Easterly along a curve to the left with a radius of 245.36 feet, through a central angle of 08°46'15", for a distance along the arc of 37.56 feet, the chord of which bears South 78°34'37" East a distance of 37.52 feet to a point of reverse curvature; thence Easterly along a curve to the right with a radius of 97.44 feet, through a central angle of 25°10'31" for a distance along the arc of 42.81 feet, the chord of which bears South 70°22'30" East a distance of 42.47 feet to a point of compound curvature; thence Southeasterly along a curve to the right with a radius of 343.48 feet, through a central angle of 04°33'17" for a distance along the arc of 27.30 feet, the chord of which bears South 55°30'36" East a distance of 27.30 feet to a point of reverse curvature; thence Southeasterly along a curve to the left with a radius of 452.02 feet, through a central angle of 08°31'18" for a distance along the arc of 67.23 feet, the chord of which bears South 57°29'37" East a distance of 67.17 feet; thence South 61°45'16" East for a distance of 91.99 feet; thence Southeasterly along a curve to the right with a radius of 41.00 feet, through a central angle of 69°21'27" for a distance along the arc of 49.63 feet, the chord of which bears South 27°04'32" East a distance of 46.65 feet; thence South 07°36'11" West for a distance of 41.84 feet; thence Southerly along a curve to the right with a radius of 500.00 feet, through a central angle of 05°08'44" for a distance along the arc of 44.90 feet, the chord of which bears South 10°10'33" West a distance of 44.89 feet to a point of reverse curvature; thence Southerly along a curve to the left with a radius of 429.84 feet, through a central angle of 18°20'13" for a distance along the arc of 137.57 feet, the chord of which bears South 03°34'49" West a distance of 136.98 feet to the Point of Termination, the sidelines of said strip to be lengthened or shortened to intersect the adjoining property lines.