

Rec: \$26.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 0839437588 SubmitterID: 7067927936

J. Christopher Galger, PC
157 Richmond College Plaza
Ste. 600
Canton, GA 30114

STATE OF GEORGIA

COUNTY OF CHEROKEE

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR CARSON FARMS

THIS DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CARSON FARMS, (the "Declaration") made this 5th day of February, 2019 by RIVERSTONE HOMES, INC, a Georgia corporation (hereinafter referred to a "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of all the Lot or parcel of land lying and being in Land Lot 51 of the 22nd District, 2nd Section of Cherokee County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for a more particular description of the property (said Lot being referred t herein as the "Property") and

WHEREAS, Declarant desires to provide for the maintenance, preservation, control and appearance of the improvements constructed thereon; and,

WHEREAS, Declarant desires to provide adequate setbacks and landscaped areas in order to promote the general appearance of the Property and to protect real property adjoining the Property which is owned by Declarant; and,

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions, easement, agreements, charges and items hereinafter set forth which shall inure to the benefit of and run with the title to the Property, each of which is for the protection and benefit of the property or any portions thereof;

NOW, THEREFORE, Declarant hereby declares that the Property is subjected to this Declaration and that the Property shall be held, transferred, sold, conveyed, used, exchanged, occupied and encumbered subject to this Declaration and subject to the covenants, conditions, restrictions, easements, agreements, charges, and liens hereinafter set forth; provided, however that any portions of the Property which shall hereafter be dedicated to Cherokee County, Georgia, for public right-of-way purposes or other public purposes shall not then be further subject to this Declaration. Each grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease, usufruct or other conveyance or transfer of such interest, whether or not it shall be so expressed in any such deed or other conveyance or transfer of such interest, and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to such property subject to the Declaration and to the terms and conditions hereof, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest in any portion of the Property.

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GENERAL COVENANTS AND PROVISIONS

SECTION 1. RESIDENTIAL USE OF PROPERTY. The Property shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single family dwelling and other structures customarily incidental to residential use, and approved according to the provisions of Section 5 herein. No portion of the Property shall be used for a church, school, kindergarten, beauty shop or any other commercial or industrial purpose. Private offices may be maintained in dwellings located on a Lot so long as such use is incidental to the primary residential use of the dwelling. No structure upon any portion of the Property separate from the main residential dwelling may be rented for any purpose. The Declarant shall install three board fencing along the road frontage of all lots and provide a location for a cluster mail box unit to serve the US Postal Service pursuant to Cherokee County development regulations. The maintenance of the fencing and mail box units shall be the responsibility of the Declarant until such time as such Declarant authority is transferred to a Homeowner's Association.

SECTION 2. MOBILE HOMES, TRAILERS. No mobile home, trailer, tent, shack or modular home shall be placed or erected on any Lot, temporarily or permanently. No structure of a temporary character may be used as a residence. No permanent structures on any Lot of Property which are not primarily used as residential dwellings, such as barns, sheds, workshops, and other accessory buildings, shall be used as a residence, temporarily or permanently. No used or second-hand homes shall be placed or moved upon the Property or any Lot. No residential dwelling may be constructed off site and relocated to the Property or any Lot.

SECTION 3. BUILDING REQUIREMENTS. Any primary residential dwelling built upon any Lot of the Property shall have a minimum square footage, exclusive of open porches, garages, carports or basements, of not less than two thousand square feet (2000 sq. ft.). Square footage, as used in this Declaration, shall refer to heated living area within a residential dwelling. All driveways shall be constructed of concrete, asphalt, gravel, or a combination thereof. Construction of the primary residential dwelling is to be completed within twelve (12) months from the date construction upon the dwelling is commenced. Construction shall be deemed complete when the applicable governing authority issues the necessary certificate of occupancy or its equivalent. All swimming pools and tennis courts constructed on any Lot shall be located behind the real line of the primary residential dwelling located on such Lot. No propane tank (including, without limitation, any tank for the storage of fuels for heating the residential dwelling or any other structure located on any Lot), water tank, water pipe, gas pipe, or drainage pipe shall be installed without an approved screen to limit site of neighboring residences and shall be behind the front plane of the residence.

SECTION 4. PROHIBITED MATERIALS. Unless approved in writing by the Architectural Committee, no concrete blocks, used in either buildings or walls, shall be visible unless such blocks have an exterior finish of rock, stacked stone, brick or similar decorative covering.

SECTION 5. OUTBUILDINGS. Outbuildings may be constructed on a Lot subject to the following specifications:

- (a) Exterior finishes shall be similar in nature and design as the primary residential dwelling on the Lot;

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- (b) No previously used tin, metal, stone, or wood may be used on any exterior portion of the outbuildings without the prior written consent of the Architectural Committee:
- (c) Unless prior written approval is obtained from the Declarant or Architectural Committee, no outbuilding is permitted to be constructed on any Lot unless and until a primary residential dwelling has been constructed upon such Lot and a certificate of occupancy issued therefore; and,
- (d) Any outbuilding or similar structure constructed on a Lot must have prior written approval from the Declarant or Architectural Committee prior to construction thereof.

SECTION 6. FENCES. Fences which have been approved by the Declarant or Architectural Committee shall be permitted on a Lot subject to the following specifications:

- (a) Posts shall be a minimum of four inches (4") by four inches (4") square with a side having a four inch (4") width facing any exterior boundary of such Lot and placed no further apart than eight feet six inches (8' 6") and further all posts shall be placed on the outside of any such fence so that the board rails of the fence are on the side of the fence toward the area enclosed by said fence;
- (b) A minimum of three (3) board rails must be used each with dimensions of one inch (1") thick by five inches (5") wide;
- (c) No chain-link fencing shall be allowed
- (d) Fences, other than those constructed as "Privacy Fences," shall be painted or stained.
- (e) Fences constructed as "Privacy Fences" shall be constructed of fence material that is a minimum of one-inch (1") by four-inch (4') cedar or pressure treated lumber with decorative tops and shall be stained or painted a color which has been approved by the Architectural Committee in writing.
- (f) Fences constructed as "Privacy Fences" shall only be installed from the back plane of the residence. Additional three board fencing matching the Declarant installed three board fencing along the road frontage of the lots shall be allowed in front of the back plane of residence with written approval by the Declarant or Architectural Committee.

SECTION 7. WALLS. Walls for decorative purposes and retaining purposes which have been approved by the Architectural Committee shall be permitted on a Lot subject to the following specifications:

- (a) Decorative walls must be constructed to match existing home.
- (b) Retaining walls must be constructed of concrete or block walls and must be covered in brick, stone or other approved covering.

SECTION 8. SIGNAGE. No signs of any kind shall be erected or maintained on any Lot with the exception of a professionally lettered sign of a builder, realtor, or owner advertising the Property or any lot and, if applicable, the residential dwelling and other structures located on such Lot, for sale or rent. Any sign allowed herein shall be no more than five (5') feet by five (5') feet in size. Additional signs may be used by a builder as the Declarant deems reasonably necessary to promote the sale of the Lot of the Property. So long as Declarant is the owner of any portion of the Property, this Section 8 shall not be applicable to signs erected by Declarant with regard to the sale of the Property of any portion thereof.

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SECTION 9. SATELLITE DISHES; ANTENNAE; ETC. No television antenna, radio receiver, radio receiver equipment, satellite dish equipment serving as an antennae or satellite dish, or other similar device shall be attached to, placed upon, or installed on any Lot, unless contained entirely within the interior of an enclosed and roofed building or approved in writing prior to the installation of such items by the Architectural Committee. Certain satellite dishes and similar equipment may be installed upon a lot by an owner thereof with the express written consent of the Declarant or Architectural Committee. Any such allowed satellite dishes or similar equipment shall not be visible from any street or public right of way or any other Lot. No radio or television signals, n or other form of electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonable interfere with the reception of television or radio signals within the Property.

SECTION 10. NOXIOUS ACTIVITIES; TRASH; UNSIGHTLY OR UNKEPT CONDITIONS. No noxious, illegal or offensive activity or trade shall be carried on any Lot of the Property, nor shall anything be done upon any Lot of the Property which may be or become an annoyance or nuisance to the owners of any other Lot or portion of the Property. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish, or garbage shall not be kept on any Lot, except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All such sanitary containers shall be kept in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever if such storage is visible from any street or public right of way or any other Lot, except that new building materials used in construction of improvements being erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without delay, until the completion of the improvements, after which such building materials shall either be removed from the Lot or stored in a suitable enclosure contained on the lot. It shall be the responsibility of the owner of each Lot to prevent any unclean, unhealthy, unsightly or unkempt conditions from existing on or within such owner's Lot and residential unit and other improvements located on such Lot. Any items such as outside patio furniture or other articles that may be viewed from any street or public right of way or any other Lot shall be maintained in a neat and well-maintained condition. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devises, which might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or untaken within or on any part of the Property.

SECTION 11. ANIMALS. No animals or livestock of any kind shall be raised, bred or kept on any lot nor within any residential unit located on such Lot, except that dogs, cats, or other usual household pets may be kept by the respective owner of any Lot. Notwithstanding the foregoing, no dog, cat, other than usual household pet, may be kept, bred, or maintained for any commercial purposes. The Declarant or the Board (as hereinafter defined), if in existence, may, by adoption of rules and regulation as provided herein, prohibit from the Property animals which are determined by the Declarant or the Board to be dangerous or detrimental to the health, safety, or welfare of the owners of any Lot. No pet enclosures shall be erected, placed, or permitted to remain on any Lot subjected to this Declaration except pursuant to the provisions hereof. In the event a pet or pets become a nuisance, in the opinion of the Declarant or the Board (and, for purposes of the Declaration, excessive barking, howling and other audible noises which may be heard outside of the boundary lines of any Lot where any such pet is kept shall be deemed to be a "nuisance" hereunder) they shall be immediately and permanently removed from the Property by the

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owner of such pet upon written notifications to such owner. Poultry Exception: Owners may possess no more than six (6) chickens for the purpose of providing eggs for the personal use of the Owner and the Owner's immediate family. The chickens must be housed in a chicken coop behind a privacy fence and shall not be allowed to roam free outside of the privacy fence. The size, building materials, and location of any chicken coop, and associated fencing, constructed on the Lot shall be approved by the Architectural Control Committee prior to the construction or placement on the Lot. All Poultry, including eggs obtained, shall be for personal use only and not for any commercial use.

SECTION 12. HOUSE TRAILERS, CAMPERS, TRUCKS, BUSES, BOATS, MACHINERY. No house trailers, utility trailers, flat-bed trailers, campers, trucks, buses, or transfer trucks over forty (40') feet in length shall be permitted to be parked, placed, or located on any Lot. The measurement of forty (40') feet shall apply to each item individually. House trailers, utility trailers, flat bed trailers, campers trucks, buses, boats and transfer trucks that are under (40') feet in length are permitted upon a Lot of the Property, but shall be parked and stored in garages, basements or carports at all times. No machinery shall be placed, operated, or stored upon any Lot of the Property except such machinery as is usual in the maintenance and upkeep of a private residence. Any machinery allowed herein shall be stored or parked in garages, basements, or other completely enclosed structure permitted hereunder.

SECTION 13. PARKING; MOTOR VEHICLES; TRAILERS BOATS. All automobiles and transportation vehicles owned or used by owners or occupants of Lots other than temporary guests and visitors shall be parked within garages, and garages shall not be used for storage or otherwise so that they become unavailable for parking vehicles therein. Vehicles shall otherwise be parked on Lot within Architectural Committed approved parking areas or on the driveway. The Declarant or board shall have the authority to promulgate rules and regulations to govern or prohibit outside storage or parking upon any Lot. No vehicles shall be parked or stored on blocks or other such devices within the property. The Declarant or Board is expressly authorized to remove, by towing or other methods, at the owner or occupant's expense, any unlawful or prohibited vehicle in violation hereof. Without prior written approval and authorization of the Declarant or Board, no boats boats trailers, campers, canoes, motorcycles, mopeds, all terrain vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, abandoned vehicles, vehicles which are either dismantled, partially dismantled, inoperative, discarded or which do not have a valid license plate attached thereto, shall be stored, allowed to remain overnight, or repeatedly parked on any Lot or any portion of the Property subject to the Declaration. No vehicles shall be parked to obstruct the fire lanes or roadways within the Property, if any. If permitted, boat trailers, boats, campers, motorcycles, mopeds, all terrain vehicles, vehicles used primarily for recreational or commercial purposes, travel trailers, or inoperative motor vehicles are to be stored out of view from any street or public right of way or any other Lot and shall not be stored on driveways. The Board is expressly authorized to remove, by towing or other methods, the owner or occupants' expense, any unlawful or prohibited vehicle in violation hereof.

SECTION 14. CLOTHES LINES; GARBAGE CANS; WOODPILES; ETC. All clotheslines, garbage cans, woodpiles, or other similar items must be screened by landscaping or fencing or placed in a location not visible from any street or public right-of-way or any other Lot of the Property.

SECTION 15. CLEARING; REMOVAL OF TREES. The owner of any Lot of the Property shall not clear, cut, or otherwise remove, or cause to be cleared, cut or otherwise removed any trees except such trees which must be removed from such Lot to permit the construction of the primary residential dwelling on

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such Lot, or a driveway, permanent grass lawn, or any other structures permitted by this Declaration to be constructed on such Lot. Prior to the clearing, cutting, or removal of any trees, the owner of such Lot shall obtain written approval from the Architectural Committee or Declarant.

SECTION 16. SOIL EROSION CONTROL; DRAINAGE; DRIVEWAYS. It shall be the responsibility, obligation, and the duty of the owner of each Lot of the Property to strictly adhere to all soil erosion control and driveway installation guidelines, regulations, laws and rules, whether promulgated by Declarant or any state or local governmental entity, and further, to ensure that all actions necessary to adhere to such erosion control and driveway installation guidelines, regulations laws, and rules are taken. Natural drainage of Lots or roadway ditches will not be impaired by any owner of any Lot. Driveway culverts, if necessary, will be of sufficient size to afford property drainage of ditches without backing water into a ditch or diverting the flow of storm water within such ditch. Declarant or the Board may remove any culvert that obstructs the flow of water through ditches at the cost of the owner of such Lot upon which said culvert is located. The Declarant or the Board may enforce reasonable drainage and erosion measures promulgated by the Board as rules and regulations. Declarant assumes no responsibility for soil erosion of any Lot after title to such Lot has been conveyed by Declarant to any other party and each owner of a Lot, upon acceptance of a deed therefore fully and completely agrees to indemnify and hold harmless Declarant and the Board from and against any and all damaged, liabilities, expenses, or other sums resulting from such owners failure to adhere to any and all laws ordinances or other regulations concerning storm water drainage, retention, or runoff. No ditches, culverts, or other drainage facilities locate on the Property or any Lot thereof shall be moved altered or damaged without the prior written consent of the Declarant or the Board. It shall be the responsibility of the owner of each Lot of the Property to properly and fully maintain, as such owner's sole cost and expense, any ditch, culvert, or other drainage facility located thereon.

SECTION 17. GARDENS; BASKETBALL GOALS, ETC. No vegetable gardens, hammocks, statuary, or play or recreational equipment, including but not limited to basketball goals may be placed, erected, or allowed to be maintained upon the front or side yard of any Lot of the Property except as may be approved by the Architectural Committee.

SECTION 18. SWIMMING POOLS. Swimming pools are allowed on any Lot within the Property if approved in writing by the Declarant or Architectural committee. Any such approved swimming pool constructed on any Lot must be completely and entirely enclosed by privacy fencing approved and allowed pursuant to this Declaration so that any such swimming pool is not visible from any street or public right of way or any other Lot. Above ground swimming pools shall be strictly prohibited from any part of the property.

SECTION 19. SETBACKS. All Lots shall have a front building setback for all improvements permitted herein (other than approved fencing) of fifty feet (50') from any boundary line of a lot. Side lot set back shall be forty (50') from any boundary line of a lot.

SECTION 20. ARCHITECTURAL COMMITTEE. Declarant hereby creates an Architectural Control Committee (the "Architectural Committee") to oversee the construction of improvements upon all Lots

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within the Property. Until such time as the Board is formed; Architectural Committee shall mean and refer to Jamey Cagle or such other person(s) as appointed by Declarant. From and after the formation of the Board, the Architectural Committee shall be deemed to be the Board. No structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, unless and until a set of plans and specifications has been submitted to the Architectural Committee and be approved in writing thereby. Such plans and specifications shall be in such form and contain such information as the Architectural Committee shall reasonable require in order to determine the compliance of the proposed improvements with the terms and conditions of the Declaration, including, without limitation, (i) a site plan showing the location of all proposed and existing structures on the Lot, (ii) floor plans of all proposed structures on the Lot, (iii) exterior elevations of all proposed structures and exterior elevations of all structures proposed to be altered, (iv) specifications adequately showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed structures, and (v) landscaping and other exterior improvement to the Lot. The Architectural committee shall have the right to approve or disapprove of any structure or improvement to any Lot in its sole and absolute discretion; provided, however, that the Architectural Committee shall provide its written consent or denial of any plans and specifications within sixty (60) days of submittal to the Architectural Committee. Failure of the Architectural Committee to provide written consent or denial of any plans and specifications shall be deemed to be an approval of such plans and specifications.

SECTION 21. ENFORCEMENT OF COVENANTS. If the owner of any Lot of the Property shall violate or attempt to violate any of the covenants, conditions, restrictions and easements contained herein, any other owner of any portion of the Property (or the Declarant as long as Declarant owns any portion of the Property) or any other lot of the Property may enforce the provisions of the Declaration, at the election of the party enforcing this Declaration, by (i) proceedings at law against such person or persons violating or attempting to violate such covenants, conditions restrictions, easement, or other provisions, (ii) injunction or restraining order in equity to enforce compliance herewith, (iii) suit for damages, and/or (iv) any appropriate proceeding at law or equity against the Lot of the Property upon which the owner in violation hereof or attempting to violate the provisions hereof resides or the owner or occupant thereof to enforce any obligation arising by virtue of the Declaration. Failure of Declarant or of any owner of any other Lot of the Property to enforce said covenants, conditions, restrictions, easements or other provisions when in such party's reasonable opinion, such waiver or variance will not be detrimental to the Property of any other lot of the Property shall in no event be deemed a waiver of its rights to enforce said covenants, conditions, restrictions, easements or other provisions thereafter. All remedies provided in the Declaration or at law of equity shall be cumulative and not exclusive.

SECTION 22. AMENDMENT, MODIFICATIONS, DURATION. The Declaration shall run with and bind the Property and each Lot thereof for a term of twenty (20) years from the date this Declaration is filed in the Office of the Clerk of the Superior Court of Cherokee County, Georgia. Declaration hereby expressly reserves the right to unilaterally amend or modify this Declaration for a period of four (4) years from the date this declaration is filed for record in the office of the Clerk of the Superior Court of Cherokee County, Georgia and, notwithstanding the foregoing, further reserves the right to amend or modify this Declaration, in whole or in part, until Declarant no longer owns any portions of the Property. Furthermore, Declarant reserves the right to amend this Declaration for a period of then (10) years for the purpose of encumbering additional real property, by one or more amendments hereto, to the terms, conditions, and

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provisions of this Declaration so that such additional real property shall be deemed a portion of the Property as if originally described as such as of the date of the filing of this Declaration. Said additional real property added to the Property and subjected to the terms and conditions of the Declaration must be contiguous to the Property, although for purposes hereof. Separation of said additional real property by a street or road (whether public or private), stream, creek, or branch shall be considered "contiguous" for purposes hereof. Any amendment or modification which shall further restrict the Property of any Lot thereof must be executed and agreed to by the owner of each Lot of the Property, although for purposes hereof, an amendment which adds additional real property to the Property and subjects said additional real property to the terms and conditions of this Declaration shall not be deemed to "further restrict the Property or any Lot" and shall not require the consent or approval of any owner of a Lot within the Property. Any amendment or modification of this Declaration shall be recorded in the Office of the Clerk of the Superior Court of Cherokee County, Georgia prior to the effectiveness thereof.

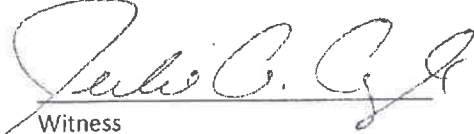
SECTION 23. EFFECT OF INVALIDATION. If any provision of this Declaration is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration and all covenants, conditions, restrictions and easements contained herein shall be deemed to be severable, each from the other, without qualification.

SECTION 24. RECITALS. The recitals contained herein are incorporated into this Declaration by reference thereto as if full set forth as a covenant or restriction in this Declaration.

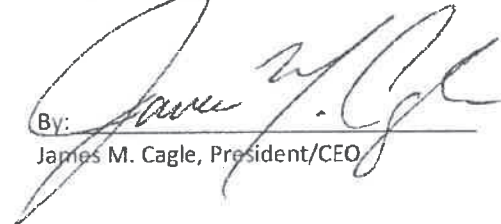
IN WITNESS WHEREOF, Riverstone Homes Inc. a Georgia Limited Liability Company, has caused this Declaration of Covenants, Conditions, Restrictions, and Easements to be executed the day and year first above written.

Signed, sealed and delivered

In the presence of:


Witness

Declarant: Riverstone Homes, Inc.

By: 
James M. Cagle, President/CEO


Notary Public



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EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 51 of the 22nd District, 2nd Section, Cherokee County, Georgia, being that certain 59.302 acres as shown on a Boundary Survey for James Turner, dated December 2, 2016, by Gunnin Land Surveying, LLC, Albert W. Gramling, Jr. GRLS no. 2983, which survey is attached hereto as Exhibit "A-1" and is made a part of this description by reference thereto and being more particularly described as follows:

Commencing at an axle found on the Southwest corner of Land Lot 51, said corner being common to Land Lots 22, 23, 50, and 51; said corner being the **TRUE POINT OF BEGINNING**, Thence, departing said corner along the Land Lot Line common to Land Lots 50 and 51 and the common line of property now or formerly owned by Ellen E. Sterner and Jon Sterner (db 13441, pg 449), North 00 Degrees 26 Minutes 05 Seconds West for a distance of 546.53 feet to a point on the southern right-of-way of Mt. Carmel Church Road (30' right-of-way), thence departing said Land Lot Line the following courses and distances along said southern right-of-way: North 76 Degrees 28 Minutes 12 Seconds East for a distance of 43.17 feet to a point; North 77 Degrees 27 Minutes 26 Seconds East for a distance of 167.76 feet to a point; North 75 Degrees 42 Minutes 09 Seconds East for a distance of 186.57 feet to a point; North 73 Degrees 46 Minutes 30 Seconds East for a distance of 85.06 feet to a point; North 72 Degrees 14 Minutes 56 Seconds East for a distance of 271.95 feet to a point; North 77 Degrees 58 Minutes 16 Seconds East for a distance of 81.29 feet to a point; North 82 Degrees 32 Minutes 31 Seconds East for a distance of 77.22 feet to a point; North 85 Degrees 05 Minutes 08 Seconds East for a distance of 136.64 feet to a point; North 82 Degrees 59 Minutes 22 Seconds East for a distance of 75.61 feet to a point; North 81 Degrees 01 Minutes 51 Seconds East for a distance of 154.92 feet to a point; North 78 Degrees 45 Minutes 47 Seconds East for a distance of 184.23 feet to a point; North 75 Degrees 12 Minutes 18 Seconds East for a distance of 61.32 feet to a point; North 70 Degrees 38 Minutes 42 Seconds East for a distance of 188.65 feet to a point; North 65 Degrees 03 Minutes 58 Seconds East for a distance of 214.41 feet to a point; North 67 Degrees 41 Minutes 37 Seconds East for a distance of 97.04 feet to a point; North 71 Degrees 36 Minutes 31 Seconds East for a distance of 106.48 feet to a point; North 72 Degrees 13 Minutes 06 Seconds East for a distance of 209.09 feet to a point; North 69 Degrees 42 Minutes 27 Seconds East for a distance of 175.46 feet to a point; North 75 Degrees 21 Minutes 42 Seconds East for a distance of 60.52 feet to a point; North 82 Degrees 00 Minutes 46 Seconds East for a distance of 74.87 feet to a point; North 86 Degrees 15 Minutes 26 Seconds East for a distance of 100.41 feet to a point; North 87 Degrees 08 Minutes 04 Seconds East for a distance of 66.62 feet to a point; North 81 Degrees 07 Minutes 22 Seconds East for a distance of 45.20 feet to a point on the Land Lot Line common to Land Lots 51 and 52; thence departing said right-of-way along the common land lot line along the line common to property now or formerly owned by Cody Mitchell Collett (db 111, pg 8) and property now or formerly owned by Mary Collett (db 10605, pg 392) South 00 Degrees 06 Minutes 21 Seconds East for a distance of 1307.81 feet to a 1" open top pipe found located on the southeast corner of Land Lot 51, said corner being common to Land Lots 21, 22, 51, and 52; thence departing said corner along the Land Lot Line common to Land Lots 22 and 51 and along the property line common to property now or formerly owned by Daniel M. Merrefield and Cheryl L. Merrefield, property now or formerly owned by H20W, LLC (db 9344, pg 221), and the property now or formerly owned by Elizabeth Stone Blake (db 2666, pg 344), South 89 Degrees 59 Minutes 57 Seconds West for a distance of 1832.70 feet to a rock found; thence continuing along said land lot line and along the line common to property now or formerly owned by Ronald L. Holley (db 134, pg 36) North 87 Degrees 02 Minutes 17 Seconds West for a distance of 925.30 feet to an axle found, said axle being the **TRUE POINT OF BEGINNING**;

Said tract or parcel of land contains 59.302 Acres.