

6/81

SUPPLEMENTARY DECLARATION
(Thomas Choice Gardens)

THIS DECLARATION, made this 29th day of June, 1981, by KETTLER BROTHERS, INC., a Maryland corporation, as title holder of record for and on behalf of and as sole General Partner of CENTERWAY LIMITED PARTNERSHIP, a Maryland limited partnership (the "Declarant").

WHEREAS, Kettler Brothers, Inc., on behalf of and as sole General Partner of Centerway Limited Partnership, holds record title to all that parcel of land described in Schedule "A" hereof, together with improvements thereon; and

WHEREAS, Kettler Brothers, Inc., executed a certain Declaration of Covenants, Conditions and Restrictions dated August 14, 1967, and recorded among the Land Records for Montgomery County, Maryland, in Liber 3651 at Folio 402; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provides in Article II, Section 3(a), that Developer shall have the right to bring within the scheme thereof and make subject thereto certain additional properties in future stages of development, provided that such additions will include community facilities of similar quality and character to those established within the Existing Property; and

WHEREAS, Kettler Brothers, Inc., as the General Partner of Centerway Limited Partnership, has executed and shall cause to be recorded immediately subsequent to the recordation of the within document, a Declaration, Bylaws and a Condominium Plat creating a Horizontal Property Regime to be known as Thomas Choice Gardens Condominium; and

WHEREAS, Centerway Limited Partnership is the Contract Seller of said Thomas Choice Gardens Condominium, and said Centerway Limited Partnership does desire, by the execution of the within document, to subject the land described in Schedule "A" hereof to certain of the Covenants, Conditions and Restrictions as set forth in said Declaration of Covenants, Conditions and Restrictions recorded as aforesaid in Liber 3651 at Folio 402 and to grant unto the owners of all or part of said land and improvements certain of the rights of property owners as set forth in said Declaration of Covenants, Conditions and Restrictions recorded as aforesaid in Liber 3651 at Folio 402.

NOW, THEREFORE, the Declarant does publish and declare that the land described in Schedule "A" hereof and the improvements thereon shall be held, transferred, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions and easements as hereinafter set forth and which shall run with and be binding on the land described in Schedule "A" hereof and shall be binding on Centerway Limited Partnership, its successors or assigns.

DEFINITIONS: Wherever the term "Common Properties" is used, the same shall be deemed to mean and refer to all land, improvements and other properties heretofore or hereafter owned or in the possession of the Montgomery Village Foundation, Inc., and shall not include any land or improvements lying within the boundaries of the land described in Schedule "A".

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ARTICLE I

MEMBERSHIP AND VOTING RIGHTS IN
THE MONTGOMERY VILLAGE FOUNDATION, INC.

MEMBERSHIP AND VOTING RIGHTS IN THE MONTGOMERY VILLAGE FOUNDATION, INC., A MARYLAND CORPORATION. The Articles of Incorporation being recorded among the corporation records for Montgomery County, Maryland, in Liber 118 at Folio 560.

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium Unit within Montgomery Village which is the subject to these Covenants and Restrictions shall automatically be a member of the Montgomery Village Foundation, Inc., provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member and provided further that no voting or other privileges and no assessments or charges hereinafter provided for shall be effective for any Condominium Unit until such Unit has first been occupied; thereafter, all voting and other privileges and all assessments and charges shall be fully effective whether such Condominium Unit be occupied or not.

Section 2. Voting Rights. The Montgomery Village Foundation, Inc., shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 of this Article with the exception of the Developer (Developer may, however, become a Class A member upon termination of its Class B membership as hereinafter provided). Class A members shall be entitled to:

(a) Two (2) votes for each Condominium Unit.

Class B. The Developer shall be the sole Class B member. The Class B member shall be entitled to fourteen thousand (14,000) votes in the Montgomery Village Foundation, Inc. The Class B membership shall cease and terminate upon the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) August 24, 1992.

From and after the happening of either of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to two (2) votes for each Condominium Unit, owned by him.

Section 3. When voting procedures are not otherwise specified, Class A members (other than owners of Multifamily Rental Units who shall vote in person or by proxy) shall cast votes in the Montgomery Village Foundation, Inc., through duly elected representatives as provided in the Bylaws of Montgomery Village Foundation, Inc.

ARTICLE II

PROPERTY RIGHTS IN THE COMMON PROPERTIES

(MONTGOMERY VILLAGE FOUNDATION, INC.)

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Sections 2 and 3 below, every Member of the Montgomery Village Foundation, Inc., shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Condominium Unit within Montgomery Village which is subject to these Covenants and Restrictions. Common Properties shall not include any land described in Schedule "A".

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Montgomery Village Foundation, Inc., in accordance with its Bylaws, to borrow money for the purpose of improving the Common Properties, other than those within the boundaries of land described in Schedule "A" hereof, and in aid thereof to mortgage or otherwise burden or encumber said properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment of such properties to a wider public until the mortgage or other debt is satisfied whereupon the possession of such properties shall be returned to the Montgomery Village Foundation, Inc., and all rights of the members hereunder shall be fully restored; and

(b) The right of the Montgomery Village Foundation, Inc., to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Montgomery Village Foundation, Inc., as provided in its Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(d) The right of the Montgomery Village Foundation, Inc., to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Montgomery Village Foundation, Inc., to dedicate or transfer all or any part of Common Properties to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by the assent of two-thirds (2/3) of the total votes of all classes of members of those voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof and which shall set forth the reasons for such proposed action; and

(f) The quorum required for any action authorized under subsection (e) appearing immediately above shall be as follows: A return at the first canvass of ballots representing sixty percent (60%) of the total votes of all classes of members shall

constitute a quorum. If the required quorum is not forthcoming at the first canvass, another canvass may be taken, subject to the notice requirements set forth in said subsection (e), and the required quorum at any such subsequent canvass shall be one-half (1/2) of the required quorum at the preceding canvass, provided that no such subsequent canvass shall be taken more than sixty (60) days following the preceding canvass; and

(g) The right of the Montgomery Village Foundation, Inc., to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper service and maintenance of the privately owned Common Properties; other than those within boundaries of land described in Schedule "A" hereof; and

(h) The right of the Developer to impose reasonable covenants and restrictions in respect to such Common Properties, other than those within boundaries of land described in Schedule "A", in addition to those set forth herein, at the time of conveyance of such Properties to the Montgomery Village Foundation, Inc., and such covenants and restrictions are hereby incorporated by reference and made a part of this Declaration.

Section 3. Restricted Use of Certain of the Common Properties, other than those within boundaries of land in Schedule "A". Notwithstanding any other provisions herein which might be construed to the contrary, should Developer determine that any of the Common Properties, other than those within boundaries of land in Schedule "A", such as certain recreational and other facilities would, because of their size and character, best serve the persons who are owners in Thomas Choice Gardens Condominium, or local homes corporations, then, Developer shall have and hereby reserves the right to restrict and limit the use of certain of the Common Properties, other than those within boundaries of land in Schedule "A", to persons who are owners in Thomas Choice Gardens Condominium, or local homes corporations, within Montgomery Village. Though title to such properties be in the name of the Foundation, all costs of maintaining, operating and improving said restricted facilities shall be borne by the members of the local homes corporations and owners in Thomas Choice Gardens Condominium designated as permissive users thereof. The Foundation shall assess these costs against the Condominium Units and Owners in Thomas Choice Gardens Condominium and the local homes corporations so designated and said costs shall be added to and become part of the annual maintenance assessments or charges to which such Condominium Units and local homes corporations are subject under Article III, hereof, and as part and shall become due and payable in all respects as provided in Article III. In the case of persons or entities who are members of the Foundation but not members of a local homes corporation, they may, upon application, approval and payment of such fees as may be determined by the Foundation, be entitled to the use of such restricted facilities.

Section 4. Extension of Rights and Benefits. Every member of the Montgomery Village Foundation, Inc., shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Montgomery Village and to such other persons as may be permitted by the Foundation.

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each

owner of any Condominium Unit within Thomas Choice Gardens Condominium, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Board of Directors of the Council of Unit Owners of Thomas Choice Gardens Condominium, or its designee, as part of the Condominium dues, and not in addition thereto, and said sums so paid, shall be paid unto the Montgomery Village Foundation, Inc., to cover the cost of the following: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Unit and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Montgomery Village and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials management and supervision thereof and for such other needs as may arise.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment payable to the Montgomery Village Foundation, Inc., shall be:

- \$72.00 per Condominium Unit.
- \$36.00 per Multifamily Rental Unit.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Montgomery Village Foundation, Inc. may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon its properties, including the necessary fixtures and personal property related thereto, subject, however, to Section 6 hereof and to the following:

(a) In the case of any special assessment levied by the Montgomery Village Foundation, Inc., an assessment in excess of \$50.00 per Condominium Unit and in excess of \$25.00 per Multifamily Dwelling Unit, for any assessment year shall require the assent of two-thirds (2/3) of the total votes of all classes of members of those voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; special assessments in the amount of \$50.00 or less per Condominium Unit and \$25.00 or less for any Multifamily Rental Unit shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided in Article I, Section 3, hereof) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to

the limitations of Section 6 hereof, the Montgomery Village Foundation, Inc., may change the basis and maximum of the assessments provided for in Section 3 above, in the following manner:

(a) In the case of assessments levied by the Montgomery Village Foundation, Inc., a change in basis or an increase of more than fifty percent (50%) in the established maximum assessments shall require the assent of two-thirds (2/3) of the total votes of all classes of members at least thirty (30) days in advance of the canvass thereof; an increase of fifty percent (50%) or less shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided in Article I, Section 3 hereof) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Notwithstanding any other provisions herein, no assessments levied by Montgomery Village Foundation, Inc., and no change in the basis or maximum for such assessments shall be valid unless there shall be preserved the two to one (2-1) ratio established by Section 3 hereof between assessments applicable to each Condominium Unit (or Private Dwelling Unit) and assessments applicable to each Multifamily Rental Unit.

Section 7. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies or of representatives entitled to cast sixty percent (60%) of the total votes of all classes of members shall constitute a quorum. And in the case of any vote by written ballot, as provided in Sections 4 and 5 hereof, a return at the first canvass of ballots representing at least sixty percent (60%) of the total units of all classes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month designated by the Board of Directors of the Montgomery Village Foundation, Inc., to be the date of commencement. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year and such assessments shall thereafter be on a full calendar year basis. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year and such assessments shall thereafter be on a full calendar year basis. The Board of Directors shall fix the amount of the annual assessments against each Condominium Unit at least thirty (30) days in advance of each annual assessment period and the due dates for such assessments shall be established by the Board of Directors and written notice of the annual assessments shall be sent to the Board of Directors of the Council of Unit Owners of the Thomas Choice Gardens Condominium. The Foundation shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an

officer of the Foundation, as the case may be, setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner: The Lien: Remedies of the Foundation: If an assessment is not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. The Foundation may bring legal action against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint or bill in equity in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments and real estate taxes, both special and general, now or hereafter levied against the property, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lien of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Easement to Government of Montgomery County, Maryland. Notwithstanding any other provisions herein contained which may be construed to the contrary, the Developer, its heirs, successors and assigns, the Council of Unit Owners of Thomas Choice Gardens Condominium and the Montgomery Village Foundation, Inc., hereby grant to the Government of Montgomery County, Maryland, such easements as are required under the Town Sector Zoning Ordinance or other Municipal Regulations over the land which is designated for community, common or quasi-public use.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and the units and shall inure to the benefit of and be enforceable by the Council of Unit Owners of Thomas Choice Gardens Condo-

minium and the Montgomery Village Foundation, Inc., or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years as required by the Town Sector Zoning Ordinance, or, if such Ordinance be hereafter amended, such lesser time as provided therein but in no event shall the term be less than twenty-five (25) years. Such term shall commence on August 24, 1965. Said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless otherwise terminated or changed by the same requirements as hereinafter provided for amendments to the covenants and restrictions. The covenants and restrictions may be amended during the first twenty-five (25) years by an instrument signed by not less than three-fourths (3/4) of the owners of all Private Dwelling Units and Multifamily Rental Units and Condominium Units within Montgomery Village that are subject to this Declaration, and thereafter by an instrument signed by not less than two-thirds (2/3) of the owners of all Private Dwelling Units and Multifamily Rental Units and Condominium Units within Montgomery Village that are subject to this Declaration. For purposes of meeting the aforementioned three-fourths (3/4) and two-thirds (2/3) requirements, an owner shall be counted twice for each Private Dwelling Unit and each Condominium Unit and once for each Multifamily Rental Unit which he owns. Provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly recorded and unless written notice of the proposed amendment is sent to every owner of a Private Dwelling Unit, Multifamily Rental Unit or Condominium Unit, at least ninety (90) days in advance of any action taken; and provided, further, that prior to August 24, 1992, no amendment of these covenants and restrictions shall become effective until approved in writing by Developer.

Section 3. Use and Other Restrictions. Developer reserves the right to file additional covenants and restrictions pertaining to use and other restrictions prior to the sale and settlement of any land embraced by these covenants and restrictions in Thomas Choice Gardens Condominium.

Section 4. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Montgomery Village Foundation, Inc., at the time of such mailing.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the unit to enforce any lien created by these covenants and restrictions, and failure by the Council of Unit Owners of Thomas Choice Gardens Condominium, the Foundation or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so do thereafter.

Section 6. Assignability. The Developer, its heirs and successors, notwithstanding any other provisions herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee, or assignee, shall take such rights subject to all obligations also contained herein.

Section 7. Severability. Invalidation of any one of these covenants or restric-

tions by judgment or court order shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 8. Miscellaneous. Kettler Brothers, Inc., sole General Partner of Centerway Limited Partnership as Declarant herein, is executing and filing this Supplementary Declaration solely as an accommodation to Gary Nordheimer, Scott Nordheimer and Myer Feldman (or an entity controlled by them) (the "Successor Declarant") pursuant to that certain written agreement between the Declarant and the Successor Declarant, and the Declarant is obligated to transfer title to the property to the Successor Declarant prior to the transfer of title of Units to individual Unit purchasers. The Successor Declarant hereby covenants and agrees that upon transfer of title to the property to the Successor Declarant, the Successor Declarant will assume and be solely obligated under this instrument as the Declarant, and that the original Declarant will be released from all obligations hereunder.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of June, 1981.

ATTEST:

CENTERWAY LIMITED PARTNERSHIP

By: Kettler Brothers, Inc.,
General Partner

By: W.N. Hurley, Jr.
W.N. HURLEY, JR. (Vice) President

STATE OF

Maryland

*
*
*

to wit:

COUNTY OF

Montgomery

I HEREBY CERTIFY that on this 29th day of June, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Phyllis H. Bruman and W.N. Hurley, Jr., who acknowledged themselves to be the (Assistant) Secretary and (Vice) President, respectively, of Kettler Brothers, Inc., General Partner of Centerway Limited Partnership, and as said (Assistant) Secretary and (Vice) President being authorized so to do, executed the foregoing instrument for the purposes therein contained, as their own free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and seal.



My Commission Expires: 7-1-82

Terry L. Babb
Notary Public
TERRY BABB

SCHEDULE "A"THOMAS CHOICE GARDEN APARTMENTS

All of Lot 3 and part of Lot 4, in the subdivision known as "Plat 175, Lots 1 Thru 5, The Hilltop, Part of Section 2-G, Montgomery Village" filed in Plat Book 92 at Plat 10077 among the Land Records of Montgomery County, Maryland, being described by metes and bounds as follows:

Beginning for the same at a point on the northerly side of Centerway Road at the southeast corner of Lot 3 in the subdivision above referred to, and running thence along said Road, with the lines of said Lot 3, on a curve to the left having a radius of 932.60 feet for an arc distance of 349.00 feet (chord bearing and distance: N.68°30'10"W. 346.97 feet), thence leaving said road, N.40°39'54"W. 78.44 feet to a point on the easterly side of Club House Road, as shown on said plat of subdivision, thence bounding thereon, still with said Lot 3, N.04°52'10"E. 10.00 feet, thence on a curve to the left having a radius of 486.46 feet an arc distance of 261.80 feet (chord bearing and distance: N.10°32'52"W. 256.65 feet), thence N.25°57'55"W. 142.00 feet to a corner common to Lots 3 and 4, thence with a line of Lot 4, still N.25°57'55"W. 44.46 feet, thence on a curve to the left having a radius of 458.29 feet for an arc distance of 150.81 feet (chord bearing and distance: N.35°23'33"W. 150.13 feet), thence leaving said Road, and passing thru said Lot 4 so as to include a part thereof and all of said Lot 3, N.45°10'48"E. 10.00 feet, thence on a curve to the left having a radius of 407.67 feet an arc distance of 167.68 feet (chord bearing and distance: N.33°23'47"E. 166.50 feet), thence N.21°36'47"E. 153.40 feet, thence S.68°23'13"E. 238.00 feet, thence on a curve to the left having a radius of 137.00 feet for an arc distance of 65.18 feet (chord bearing and distance: S.82°01'06"E. 64.56 feet), thence still on said curve to the left for an arc distance of 150.02 feet (chord bearing and distance: N.52°59'01"E. 142.64 feet), thence N.21°36'47"E. 132.98 feet, thence on a curve to the left having a radius of 150.00 feet for an arc distance of 56.46 feet (chord bearing and distance: N.10°49'48"E. 56.13 feet) to a point on the S.88°07'00"W. 90.30 feet line common to at the end of 38.46 feet thereon measured from the westerly terminus of said line, thence with the remainder thereof, N.88°07'00"E. 51.84 feet, thence with the line of said Lot 4, S.68°23'13"E. 223.00 feet to the northeast corner of said Lot, thence S.05°08'00"E. 126.48 feet, thence S.09°56'00"W. 139.00 feet, thence S.14°58'00"E. 298.08 feet, thence S.21°06'50"W. 249.47 feet, thence N.57°46'54"W. 40.76 feet, thence with part of the eastmost line of Lot 3, S.32°13'06"W. 420.00 feet to the beginning, containing 15.7572 acre of land, more or less.