DECLARATION OF COVENANTS AND RESTRICTIONS IN HARBOR SHORES

THIS DECLARATION is made effective this ____ day of January, 2025, by 580 Shoreview, LLC, a Minnesota limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer is the Owner of the real property in Ramsey County, Minnesota, according to plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, and legally described on **Exhibit A** attached hereto (hereinafter referred to as the "Property" and each platted lot thereof referred to a "Lot").

WHEREAS, it is the general purpose of the Developer to provide for the protection of present and future values of the Property: and

WHEREAS, the Developer has developed the Property for single family dwellings only desires to assure that the Property shall always be maintained in a manner providing for visual harmony; avoiding activities deleterious to the aesthetics or property values of the Property; and promoting the general welfare and pleasurable enjoyment of the premises by the residents.

NOW, THEREFORE, the Developer hereby has declared that the real property in said development is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration as follows:

SECTION 1 DEFINITIONS

The following words when used in this Declarations shall have the following meanings (unless the context indicates otherwise):

- 1.1 "ACC" shall mean the Architectural Control Committee as defined herein.
- 1.2 "Dwelling" shall mean a part of a building home consisting of one or more floors, designed and intended for occupancy as a single-family residence, and located within the boundaries of a Lot. The Lot includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Home is located.

- 1.3 "Lot" shall have the meaning set forth in the Recitals hereto.
- 1.4 "Occupant" shall mean any person or persons, other than an Owner, in possession of or residing in a Dwelling.
- 1.5 "Owner" shall mean a Person who owns a Lot, but excluding contract for deed vendors, mortgagees and other secured parties. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.
- 1.6 "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.7 "Property" shall have the meaning set forth in the Recitals hereto.

SECTION 2 DESCRIPTION OF LOTS AND APPURTENANCES

- 2.1 <u>Lots</u>. There are eight (8) Lots currently subject to this Declaration, all of which are restricted to residential use. Each Lot constitutes a separate parcel of real estate.
- 2.2 <u>Lot Boundaries</u>. The front, rear and side boundaries of each Lot shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat. The Lots shall have no upper or lower boundaries. Subject to this Section 2, all spaces, walls, and other improvements within the boundaries of a Lot are a part of the Lot.
- 2.3 <u>Utility and Maintenance Easements</u>. Each Lot shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Lots, and for maintenance, repair and replacement as described in Section 5.
- 2.4 <u>Encroachment Easements</u>. Each Lot shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 5.
- 2.5 <u>Declarant's Easements</u>. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 15.6.
- 2.6 <u>Recorded Easements</u>. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.
- 2.7 <u>Easements are Appurtenant</u>. All easements and similar rights burdening or benefiting a Lot or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.
- 2.8 <u>Impairment Prohibited</u>. No person shall materially restrict or impair any easement benefiting or burdening the Property; subject to the Declaration.

SECTION 3 ARCHITECTURAL CONTROL COMMITTEE AND CONTROL

- Architectural Control Committee. The Declaration hereby establishes an Architectural Control Committee ("ACC") which shall, during the term of this Declaration, be composed of up to two individuals to be named by the Developer. The initial members of the ACC are: Max Segler and Robert Moser. The Developer has the right, at any time, to reduce the number of individuals on the ACC and/or to remove and replace any initial member or successor member. If a vacancy occurs in the ACC by resignation, death, or disability of any kind, the vacancy shall be filled by the Developer. No member of the ACC shall be entitled to any compensation for services performed pursuant to the covenants. The Developer shall also have the right to terminate at any time the provisions of this Declaration that require ACC approval.
- 3.2 <u>Architectural Control.</u> No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure has been submitted and approved by the ACC 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. No fence or wall shall be erected, placed, or altered on any Lot without prior written approval of the ACC. In addition, all fence materials must be approved in writing by the ACC and the materials to be considered will be limited.
 - (a) <u>Dwelling Plan Approval</u>. One set of complete prints of the Dwelling as well as the proposed Lot selection must be submitted to the ACC for approval. Prints must include foundation plan, floor plan, all exterior elevations, location and width of driveway, and projected finish grades following backfilling and landscaping. In addition, descriptive information on materials such as brick, stone, siding, and roofing, as well as exterior color schemes will be requested. Construction may not be started until the builder and/or Owner has received a letter of approval from one of the two members of the ACC, a copy of which will be signed by the builder and/or Owner and retained by the ACC along with a complete set of prints. Any substantial change made following approval must be submitted to the ACC for re-approval. All plans and documents are to be delivered to the office of Developer, c/o Tycon Companies, 321 University Avenue SE, Minneapolis, Minnesota 55414, or any other address Developer may move to in the future, unless otherwise agreed to by Developer.
 - (b) <u>Construction Material and Exterior Appearance</u>. Dwelling exterior will be constructed from the following materials; Brick, stone, cultured stone, stucco, wood siding or approved composite (such as James Hardie). Nova Brick will not be acceptable as an exterior, A color scheme approved by the ACC must be used for all structures. Dwelling frame must be constructed by one of the following; Stick Frame or Timber Frame.
 - (c) <u>Procedures</u>. In the event the ACC fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. Construction must commence within six months of such approval.

(d) <u>Land Use and Building Type</u>. No Lot shall be used except for single family residential purposes. No Dwelling or out building on any Lot shall be used for rental purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one newly constructed single family dwelling not to exceed 2 stories in height with the requirement that there must be no less than a double car attached garage. No mobile or pre-manufactured home will be allowed. No pre-existing home or building can be relocated and placed on to any Lot.

No residential structure shall be erected or placed on any Lot which the main structure has a ground floor area, exclusive of open porches and garages, of less than 2250 finished square feet above grade in the case of a one story structure (Rambler or Patio Home), nor less than 4000 finished square feet above grade for the main level in the case of a two story structure (basement area will not count as finished footage), No waiver by ACC with respect to any Lot shall be construed as an abandonment of this covenant nor operate as a waiver with respect to any other Lot. Any structure which shall be erected or placed on any building Lot shall have the exterior finish completed in not more that twelve (12) months, dated from the start of construction.

Out buildings will be limited to one per Lot and is to be built with the same material as the main Dwelling. No pole building or pre-fabricated construction will be permitted. All out buildings shall comply with all ordinances of the City of Shoreview, Minnesota.

- (e) <u>Driveways, Landscaping and Setbacks</u>. A cement or paver driveway, at least twelve (12) feet wide, will be required to be installed from the bituminous part of the public street running in front of all Lots to the garage apron, within twelve (12) months from the start of construction. All front yards and side yards are to be finished graded, sodded, or seeded and completed within twelve (12) months dated from start of construction. Setbacks of all kinds will be adhered to according to the ordinances and laws set by the City of Shoreview, Minnesota.
- (f) <u>Landscaping</u>. In connection with the initial construction of a Dwelling, each Owner shall plant trees and plantings pursuant to a Landscape plan approved in writing by the ACC.
- (g) <u>Roofs</u>. Roof pitches must have a primary pitch of not less than 6/12. Solar panels shall not be allowed unless approved in writing by the ACC.
- (h) <u>Soil and Vegetation.</u> Neither the Developer, nor its agents or assigns, shall be responsible for the suitability of the soil or subsoil conditions of the Lots or for the condition of trees or vegetation of the Lots. All conveyances of Lots by the Developer are made with the understanding that the grantees of such conveyances accept all risks of soil suitability for their intended use of Lots and accept all risks of damaged or diseased vegetation and trees.
 - (i) Soil Removal. All sod, soil, gravel, sand or other material removed from a

Lot is to shall not be moved to any other Lot or property of the Developer without prior approval from the Developer.

(j) <u>Subdivision of Lots.</u> There shall be no further subdivision of any Lots (other than parcels designed as "outlots") in the plat even though the resulting subdivided lots may meet the minimum standards of the Ramsey County and Shoreview Ordinances.

SECTION 4 RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Lot, covenant and agree that the occupancy, use, operation, alienation and conveyance of the Lots in the Property shall be subject to the use restrictions in this Section of the Declaration. In addition, all Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Lot, covenant and agree that the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

- 4.1 <u>General</u>. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to this Declaration, as amended from time to time. All covenants, restrictions and obligations set forth in this Declaration are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.
- 4.2 Residential Use. The Lots shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 4.3. Any lease of a Dwelling (except for occupancy by guests with the consent of the Owner) for a period of less than 2 months, or any occupancy which includes any services customarily furnished to hotel guests, shall be presumed to be for transient purposes. No trailer, basement, tent, shack, garage, or any other structure of a temporary character shall be used on any Lot at any time as a temporary or permanent residence.
- 4.3 <u>Business Use Restricted.</u> No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Lot; except (i) an Owner or Occupant residing in a Dwelling may keep and maintain his or her business or professional records in such Dwelling and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Lot and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Lot by customers or employees, (ii) garage sales and other occasional Property business events may be permitted on an event by event basis.
 - 4.4 <u>Leasing</u>. Leasing of Dwellings shall be allowed, but only in accordance with the

following conditions: (i) no Dwelling may be subleased; (ii) a Dwelling must be leased in its entirety (not by room) unless simultaneously occupied by the Owner; (iii) the lease shall be in writing and shall be for a term of not less than one (1) year; and (iv) the lease shall provide that it is subject to this Declaration, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The ACC may impose such reasonable rules and regulations as may be necessary to implement procedures for the leasing of Dwellings, consistent with this Section and applicable law (and which do not prohibit all leasing), including but not limited to (i) a requirement for a form addendum to be attached to each lease to assure that the rights and authority of the Owners and Occupants are recognized, (ii) a requirement for the screening of lessees through a licensed screening organization; provided that such screening shall not violate federal, state or local discrimination laws; (iii) specifying a minimum or a maximum term of leases; and (iv) a requirement that the Owner provide to the ACC a copy of the lease, a copy of the city license, if applicable, and evidence of screening of the lessees.

- 4.5 Parking. Garages, driveways and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the ACC. Subject to the provisions of Section 4.14, the use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the ACC, including without limitation the right of the ACC to tow illegally parked vehicles or to remove unauthorized personal property. No boats, snowmobiles, trailers, camping vehicles, buses, tractor trailers, trucks (except those trucks which are less than 9,000 pounds gross weight), or unlicensed or inoperable vehicles shall at any time be stored or parked on any Lot outside of a garage in violation of regulations adopted herein. In no event shall any regulation by the ACC prohibit temporary storage on the driveway as long as the storage does not exceed forty-eight (48) hours in duration not to exceed fifteen (15) days in a calendar year.
- 4.6 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dog kennels, runs, or fenced in areas are prohibited, except for an invisible fence and except for a dog kennel connected to a building which has been specifically authorized in writing by the ACC prior to installation. Except as specifically permitted by this Section 4.6, the ACC shall have the exclusive authority to prohibit, or to allow and regulate, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. All ordinances of the City of Shoreview regarding animals shall be complied with.
- 4.7 <u>Quiet Enjoyment; Interference Prohibited</u>. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by other Owners and Occupants and their guests. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which is or may become an annoyance or nuisance to any owner of any Unit.
- 4.8 <u>Compliance with Law</u>. No use shall be made of the Property which would violate any then-existing municipal codes or ordinances, or state or federal laws, nor shall any act or use

be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

- 4.9 <u>Alterations</u>. Except as provided in Section 8, but specifically including all alterations made by Declarant in consideration of its initial sale of a Lot, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, or which is visible from the exterior of the Lot, without the prior written authorization of the ACC, as provided in Section 3.2. The ACC shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied.
- 4.10 <u>Time Shares Prohibited</u>. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot into separate time periods, is prohibited.
- 4.11 <u>Signs</u>. Except for signs displayed by Declarant and except as otherwise authorized by the ACC, no sign of any kind shall be displayed to the public view on any Lot except for temporary signs advertising an open house. This restriction shall not apply to permanent entrance monuments which may be erected by the Declarant.
- 4.12 <u>Garbage and Refuse Disposal</u>. Trash, garbage, recycling or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and all such containers shall be kept in the garage except for the period of 24 hours before or after the scheduled pickup time.
- 4.13 Antennae. Except with prior written approval of the ACC, no exterior television, radio, satellite, or microwave antenna or dishes of any sort shall be erected or maintained upon any Lot. The ACC may choose to prohibit all such antennae, or to prohibit only certain kinds and locations of antennae, and to change its regulations from time to time, all in its discretion. Without limiting the generality of the foregoing, it shall not be deemed arbitrary or an abuse of such discretion if the ACC were to:
 - (a) permit existing antenna to continue to be maintained, while at the same time banning new antennae of the same type of location;
 - (b) prohibit antennae to be placed so as to be visible from the street side of a Lot, but permit the same antenna if not so visible; or
 - (c) place height or size restrictions on antennae.

Notwithstanding the foregoing, subject to the provisions of federal law, all exterior antennas or dishes shall be placed only on the roof of a Dwelling.

4.14 Garages. All Lots shall have a garage of sufficient size to accommodate two (2)

vehicles.

SECTION 5 EASEMENTS

- 5.1 <u>Utilities Easements</u>. The Property shall be subject to non-exclusive, appurtenant easements for all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Lot, and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Lots for all such services, including without limitation any sewer or water lines servicing other Lots. Each Lot shall also be subject to an exclusive easement in favor of the utility companies providing service to the Lots for the installation and maintenance of utilities metering devices.
- 5.2 <u>Developer's Easements</u>. Developer shall have and be the beneficiary of easements for construction activities as described in Section 6.1 of this Declaration.
- 5.3 <u>Easements are Appurtenant</u>. All easements and similar rights burdening or benefiting a Lot in the Property shall run with the land, and shall be perpetual, subject only to termination in accordance with the terms of the easement, the agreement of the benefited parties, or a court order. Any recorded easement benefiting or burdening the Property shall be construed in a manner not inconsistent with the easements created by this Declaration.

SECTION 6 SPECIAL DEVELOPER RIGHTS

Developer hereby reserves exclusive and unconditional authority to exercise the following special developer rights for as long as it owns a Lot, or for such shorter period as may be specifically indicated:

- 6.1 <u>Complete Improvements</u>. To complete all the Lots and other improvements indicated on the Plat, or otherwise included in Developer's development plans or Developer's agreements with the City of Shoreview, Minnesota, or allowed by the Declaration, and to make alterations in the Lots to accommodate its sales facilities.
- 6.2 <u>Sales Facilities</u>. To construct, operate and maintain a sales office, management office, and model dwellings located on any Lot owned by the Developer.
- 6.4 <u>Signs</u>. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Developer;
- 6.5 <u>Consent to Certain Amendments</u>. As long as Developer owns any unsold Lot for sale, Developer's written consent shall be required for any amendment to this Declaration.

SECTION 7 AMENDMENTS

This Declaration may be amended at any time by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment shall take effect only after it is recorded with the Ramsey County Recorder.

SECTON 8 RETAINING WALLS

Developer may elect to install a stone/block retaining wall on Lots 6, 7 and 8 in the location and with the dimensions depicted and specified on **Exhibit B** attached hereto with stairs in the locations noted on **Exhibit B** ("Retaining Wall"). If constructed, each of the Owners of Lots 6, 7 and 8 shall maintain that portion of the Retaining Wall located on their respective Lot in good condition and repair. For any repair or replacement to the Retaining Wall that will affect substantially all of the Retaining Wall, the Owner of Lot 6, 7 and 8 shall, following the affirmative approval of such repairs or replacement by not less than 2 of such Lot Owners, engage a reputable contractor to complete such repairs or replacement and the Owners of Lots 6, 7 and 8 shall share equally in the cost of such replacement. Each of the Owners of Lots 6, 7 and 8 hereby grant to one another easements over one another's Lots as necessary for the support, maintenance, repair or replacement of the Retaining Wall. Such easements shall run with the land.

SECTION 9 MISCELLANEOUS

- 9.1 <u>Construction</u>. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties.
- 9.2 Not Deemed a Waiver. The failure of the ACC to insist in any one or more cases upon the strict performance of any of the terms, covenants, provisions, or agreements herein contained shall not be construed as a waiver or a relinquishment of the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by the ACC if any term, covenant, condition, provision, or agreement shall be deemed to have been made unless expressed in writing and signed by the ACC.
- 9.3 Applicable Regulations. Zoning regulations, ordinances, and any other public provisions required or applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions, ordinances, and any public provisions required on the restrictions of this Declaration, the restrictive shall apply.
 - 9.4 Run With the Land. The 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-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) of the then owners of the Lots or parcels has been recorded, agreeing to change said covenants in whole or in part.

- 9.5 <u>Enforcement.</u> Any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and or Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 9.6 <u>Severability.</u> Invalidation of any of these covenants or restrictions by judgement in court shall in no way affect any other provisions which shall remain in full force and effect.

(signature page to follow)

IN WITNESS THEREOF, the undersigned has executed this instrument the day and year first set forth above.

STATE OF MINNESOTA

STATE OF MINNESOTA

SS.

COUNTY OF SS.

COUNTY OF Manager

The foregoing instrument was acknowledged before me this day of January

2025, by Max Segler, the President/Chief Manager of 580 Shoreview, LLC, a Minnesota limited liability company, by and on behalf of the company.

LORI LYNN MUSCH
Notary Public
State of Minnesota
My Commission Expires
January 31, 2026

Notary Public

Notary Public

Notary Public

This document drafted by: GDO Law 4770 White Bear Parkway White Bear Lake, MN 55110

EXHIBIT A LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1, Harbor Shores, according to the recorded plat thereof, Ramsey County, Minnesota.

EXHIBIT B RETAINING WALL

A perpetual easement for retaining wall purposes over, under and across that part of Lots 6, 7, and 8, Block 1, HARBOR SHORES, Ramsey County, Minnesota, described as follows:

Commencing at the most northerly corner of said Lot 8; thence South 73 degrees 19 minutes 05 seconds West, assumed bearing, along the northerly line of said Lot 8 a distance of 114.47 feet to the point of beginning of the easement to be described; thence continuing South 73 degrees 19 minutes 05 seconds West along said northerly line of Lot 8 a distance of 27.31 feet; thence South 25 degrees 44 minutes 44 seconds West a distance of 26.44 feet; thence South 72 degrees 54 minutes 00 seconds West a distance of 11.59 feet; thence South 17 degrees 06 minutes 00 seconds East a distance of 20.00 feet; thence North 72 degrees 54 minutes 00 seconds East a distance of 9.50 feet; thence South 17 degrees 06 minutes 00 seconds East a distance of 49.36 feet; thence South 30 degrees 43 minutes 37 seconds West a distance of 44.20 feet; thence South 19 degrees 41 minutes 17 seconds East a distance of 59.67 feet; thence South 70 degrees 18 minutes 43 seconds West a distance of 3.50 feet: thence South 19 degrees 41 minutes 17 seconds East a distance of 20.65 feet; thence South 11 degrees 38 minutes 54 seconds West a distance of 25.34 feet; thence South 17 degrees 32 minutes 48 seconds East a distance of 73.28 feet; thence South 63 degrees 45 minutes 06 seconds East a distance of 32.28 feet; thence North 26 degrees 14 minutes 54 seconds East a distance of 12.00 feet; thence North 63 degrees 45 minutes 06 seconds West a distance of 27.16 feet; thence North 17 degrees 32 minutes 48 seconds West a distance of 65.03 feet; thence North 11 degrees 38 minutes 54 seconds East a distance of 30.28 feet; thence North 70 degrees 18 minutes 43 seconds East a distance of 15.83 feet; thence North 19 degrees 41 minutes 17 seconds West a distance of 20,00 feet; thence South 70 degrees 18 minutes 43 seconds West a distance of 14.78 feet; thence North 19 degrees 41 minutes 17 seconds West a distance of 54.02 feet; thence North 30 degrees 43 minutes 37 seconds East a distance of 43.87 feet; thence North 17 degrees 06 minutes 00 seconds West a distance of 54.68 feet; thence North 72 degrees 54 minutes 00 seconds East a distance of 4.78 feet; thence North 17 degrees 06 minutes 00 seconds West a distance of 18.19 feet; thence North 25 degrees 44 minutes 44 seconds East a distance of 15.20 feet; thence North 73 degrees 19 minutes 05 seconds East a distance of 20.19 feet; thence North 16 degrees 40 minutes 55 seconds West a distance of 10.00 feet to the point of beginning.

Depiction to follow

