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DECLARATION OF COVENANTS AND RESTRICTIONS OF <sup>As a</sup> Recordings  
SIENA SUBDIVISION (PHASE 1)

Document Number: 01058782

Amount 72.00

Receipt Number - 388851

By:  
Cathy Barcelona

STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

WHEREAS, BCS Development Company is the Owner and Developer of the subdivision in the City of Bryan, Brazos County, Texas, known as SIENA SUBDIVISION, PHASE ONE (herein sometimes referred to as "SIENA" or "Subdivision"), being 20.529 acres, in the JOHN AUSTIN SURVEY, Abstract No. 2, in Bryan, Brazos County, Texas, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, Developer desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots in said Subdivision, for the benefit of present and future owners of Siena.

NOW THEREFORE, Developer hereby adopts and establishes the following reservations, restrictions, covenants and easements to apply (a) in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said Subdivision and (b) to use in each contract or deed, which may be executed, delivered and accepted. By acceptance of a contract, deed or other conveyance therefore, whether or not it shall be so expressed in the deed or other conveyance, each lot owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or referenced in said contract or deed (the headings being employed for convenience only, and not controlling over content).

1.  
**BUILDING SITE**

As used in these restrictions, the term "building site" means all, or all plus a part of an adjacent lot, of the numbered lots in any of the Subdivision.

2.  
**SINGLE FAMILY RESIDENTIAL PURPOSES ONLY**

No lot or building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage, together with any permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or

- d) A residence occupied by not more than four unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

No provisions in these restrictions shall be construed to prevent the Developer, or any real estate agent or homebuilder as approved by Developer, from erecting, permitting or placing such facilities or structures, either permanent or temporary, of whatever nature, on a lot or lots as may be necessary or convenient during the period of, and in connection with, the sale of lots, or the construction or selling of new residences in the Subdivision. Such facilities may include, but shall not be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales offices. The Developer, or its designated agent, shall also have the right to use a residence, situated on a lot, as a temporary office or a model home during the period of, and in connection with, construction and sales operations in Siena.

### 3.

#### **ARCHITECTURAL CONTROL COMMITTEE**

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by a majority of the Architectural Control Committee (the "Committee") as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of four (4) members, whose names are Randy French, Jeffrey French, Edna Alford and upon election, the first President of the Siena Owners Association (the "Association"). A majority of the Committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the Committee, the remaining members shall have full authority to designate a successor. When all lots in the Subdivision, including, any additional lots added and phased into the Subdivision as set forth in Section 30 hereafter have been improved with houses meeting the standards provided for herein, the terms of Randy French, Jeffrey French and Edna Alford will automatically expire and the designation of members of the Committee will be the exclusive responsibility of said Association. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all construction on any building site must comply with all the requirements of these Deed Restrictions.

### 4.

#### **MINIMUM SIZE OF DWELLINGS**

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 1000 square feet, plus the garage.

**5.**  
**BUILDING LINES**

No building shall be located on any building site nearer to the front lot line, or nearer to the side street line, than the minimum set back lines shown on the recorded plats for the Subdivision. No building shall be located nearer to a rear lot line than the rear easement line.

**6.**  
**FACING OF RESIDENCES**

Residences on corner lots shall face the street from which the greater building setback is shown on the recorded plat. This requirement may be waived by the Committee if, in its sole opinion, the conditions warrant the change.

**7.**  
**MATERIALS REQUIRED**

Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision. Exterior colors (for house, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutter or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting after initial construction. No structure shall be occupied or used until the exterior construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City of Bryan, Texas (the "City").

**8.**  
**GARAGES, CARPORTS AND OUT BUILDINGS**

Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than one (1) automobiles unless otherwise approved by the Committee. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the Committee. All roof materials must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures. Any such additional building structures shall be only one story and their location, height, size, building materials and colors must be approved in writing by the Committee, prior to construction.

Unless approved in writing to the contrary by the Committee, garages may not be enclosed unless the original size of garage door is continuously maintained and the visible portion of the residence from the street is not altered. Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window may be added to the front of the house within, or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the Committee.

**9.**  
**EASEMENTS**

Easements for installation or maintenance of utilities, access and drainage are reserved as shown and provided for on the recorded plats. No buildings or other permanent structures are allowed on these easements, except for driveways, sidewalks, culverts, foot bridges, porches and fences. Future use of these easements as improved bicycle or walking paths is permissible. Any construction over and across a drainage easement must be approved by the City. All easements are to be maintained by the owners of the lots where the easements exist. The repair and maintenance of fences built by the owner of a lot, and damaged by others having legal access to the easement, will be at the expense of the owner.

**10.**  
**NUISANCES PROHIBITED**

No noxious, loud or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

**11.**  
**TEMPORARY STRUCTURES PROHIBITED**

A structure of temporary character, including but not limited to, mobile homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements or other outbuilding, shall not be used on any lot at any time as a residence, either temporarily or permanently.

**12.**  
**SIGNS & WINDOW SCREENS**

No signs of any kind shall be displayed to the public view on any building site or lot, except such signs as shall have been approved by the Committee. No foil paper, cardboard, plywood, newspaper, sheets or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

**13.**  
**NO MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any lot.

**14.**  
**LIVESTOCK**

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot, except that dogs (excluding Pit Bulls, Chows, Rottweilers, Dobermans or any dog with a wolf mix, which are strictly prohibited), cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood. All dogs with a previous record of aggressive behavior or instances of biting shall be fenced.

15.

**MAINTENANCE OF BUILDING SITES AND LOTS**

All building sites and lots, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted. No owner of any lot shall permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

Those portions of each improved lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the owner of any lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the lot in a neat and attractive condition, the Association may have the grass or vegetation cut, and the lot owner shall be obligated to pay, or otherwise reimburse the Association, for the cost of such work. By acceptance of its grant deed, each lot owner in the Subdivision grants to the Association authority to enter upon such owner's property without threat of trespass or other liability against the Association excepting willful misconduct by Association, its officers, employees and agents.

All clothes lines, yard equipment (including lawn chairs, benches, tables, swings and the like), outdoor cooking equipment (barbeque pits, hibatchis and the like), play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be kept screened by a solid wood or masonry fence, service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of streets. Tool sheds, fences and any other construction or improvement shall be subject to approval by the Committee. No fences may be built on the front of any lot unless approved in writing by the Committee. The Committee shall have the right to enforce action to remove violations by injunctive relief if necessary to assure aesthetic quality of the Subdivision.

16.

**VEHICLES**

No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any lot, or upon any lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away by the Association at the lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit

residents from using the street as the usual overnight parking for vehicles. Notwithstanding the foregoing, no on-street parking shall be permitted in the No Parking areas described on Exhibit "B" attached hereto and made a part hereof for all purposes. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

#### 17.

#### STORAGE OF MATERIALS

No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence construction of improvements, and then, only if such material shall be placed within the property lines of the lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other lots, streets or easements in the Subdivision, other than the lot being improved. All such material, if not disposed of immediately, must remain on the lot upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the lot.

#### 18.

#### GARBAGE AND REFUSE

All lots shall at all times be kept in a clean, sanitary and attractive condition. No lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household waste shall be kept only in sanitary containers provided, or approved, by the City. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a residence either within the street or on the lot or right-of-way, except upon those days scheduled for garbage and refuse collection by the City or a privately contracted collector. All garbage cans or refuse containers shall be returned to their customary storage area within eighteen (18) hours of garbage collection.

#### 19.

#### FENCES, WALLS, AND MAILBOXES

No fence, wall, or any other structure shall be erected, added or placed on any lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the Committee. All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. Each individual lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir; pine, redwood or ornamental metal unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (ie. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the Committee. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence or common area, as appropriate; provided however the "good side" of the fence need not face Common Area No. 10 of Phase 2A, as set

forth on the Plat thereof. Final approval of fencing and its facing shall be at full discretion of the Committee.

**20.  
CONSTRUCTION STANDARDS**

All construction must meet the requirement and specifications set forth by the City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail. No manufactured, modular or mobile home shall be permitted in the Subdivision. All houses are to be built on complete concrete slabs that comply with the local building code.

**21.  
FIREARMS**

The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/fireworks is expressly prohibited in or on any part of the Subdivision. No hunting or trapping of any kind is allowed in the Subdivision.

**22.  
ANTENNAE**

No external antennas of any kind shall be permitted on any lot within the Subdivision without prior written approval of the Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any lot, except in backyard areas where it is substantially concealed from public view.

**23.  
LAKE USE**

No boats, inner tubes, water craft of any type, swimming, diving, wading or floating shall be permitted in the Common Area No. 2, Phase 1 lake. Fishing in the lake shall be subject to the rules and regulations relative to such activity set by the Association.

**24.  
OBLIGATION OF LOT OWNERS**

It is the obligation of each individual lot owner to familiarize himself or herself with these restrictions and to comply with them. The Committee, the Association or any lot owner in the Subdivision is authorized to initiate any legal action necessary to enforce these restrictions.

**25.  
SIENA OWNERS ASSOCIATION**

It is further covenanted by BCS Development Company, that there shall be formed a non-profit corporation under the laws of the State of Texas, in which the owner of each lot in Siena Subdivision agrees to become, and shall be, a member. Membership shall be limited to the purchasers and owners of lots in the Subdivision. The certificate of formation of said corporation shall specify, the purposes and duties of said corporation, including the enforcement of these restrictions, covenants and conditions and providing for the health, safety and welfare of the owners of the Subdivision. The Corporation shall approve bylaws to ensure the payment of any and all legal and other expenses in connection with the

Subdivision; the maintenance, preservation and improvement of property in the Subdivision; the keeping and maintaining said property, and every lot therein, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; providing for security guards and/or security aids; appointing members to the Committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among neighbors; engaging in common interest issues; and transacting other business as may be permitted by law.

Each member of said Association agrees to pay to said corporation, when formed, dues or assessments, both annual and special, for such purposes which may be fixed by law or by lawful acts of the Association's Board of Directors. The initial assessments payable to the Association shall be \$350.00 per year. Such sum shall be payable annually. In any calendar year dues and assessments shall never increase by more than fifteen percent (15%) of the amount payable in the prior year except upon written approval to the contrary of owners of not less than fifty percent (50%) of the lots in the Subdivision. The Association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments, both annual and special, are in arrears. Such lien shall in all respects be subordinate and inferior to third party purchase money liens created in connection with acquisition of property and improvements in the Subdivision.

It is understood and agreed that the bylaws of said corporation shall provide for substantially the following definitions:

Membership: Every person or entity who is a record owner of any lot in Siena Subdivision (which by covenants of record is subject to assessment by the Association) shall be a member of the Association, provided that any such person or entity does not hold such interest merely as a security for the performance of an obligation.

Voting Rights: The Association shall have two classes of voting memberships:

Class A: Class A members shall be all those owners other than the Developer or a contracted or speculative Builder as defined by the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and Builder. The Class B member shall be entitled to four votes for each lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the occurrence of any of the following events, whichever is first:

- (a) When the lot is sold to a third person other than a Developer or Builder.
- (b) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; calculated on a per phase basis.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member and entitled to one vote for each lot in which it holds the interests required for membership.

It is further understood and agreed that the certificate of formation shall provide that the corporation's existence shall be perpetual and that BCS Development Company, as incorporator, shall have the right and duty to appoint the initial Board of Directors of the Association and take all other steps necessary to assure the creation, existence and organization of the corporation.

**26.**  
**PERIOD OF RESTRICTIONS**

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. Thereafter, said reservations, restrictions, covenants, and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the owners of the lots within the Subdivision, has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.

**27.**  
**ENFORCEABILITY**

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a lot or lots in the Subdivision, said owner's heirs, executors, administrators or assigns, and the Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

**28.**  
**SEVERABILITY**

Invalidation of any one or more of these reservations, restrictions, covenants and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**29.**  
**RIGHTS OF MORTGAGES**

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any lot at the time the easement, restrictions, reservations or covenant may be violated.

**30.**  
**AMENDMENT**

The restrictions, reservations and covenants may be amended in whole or in part by the Developer at any time prior to sale of any lot hereinabove contained to a third party exclusive of home builders. Thereafter, these restrictions, reservations and covenants may be amended by a vote of not less than a majority in interest of all lot owners in the Subdivision.

**31.**  
**ADDITIONAL PHASES**

Developer reserves the right to incorporate additional property or phases within this Declaration by supplemental declarations hereafter, provided that the property so included shall be thereafter charged with all obligations, responsibilities, dues, assessments, charges and homeowner association membership applicable to other lots in the Subdivision from the effective date of each such supplemental declaration.

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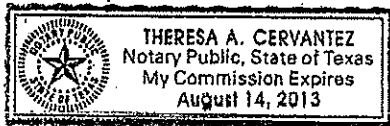
Witness my hand this 28<sup>th</sup> day of April, 2010.

BCS DEVELOPMENT COMPANY

By: [Signature]  
Randy French, President

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

This instrument was acknowledged before me on this the 28<sup>th</sup> day of April, 2010, by Randy French, President of BCS Development Company, a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
BRUCHEZ, GOSS, THORNTON, MERONOFF & HAWTHORNE, P.C.  
4343 Carter Creek Parkway, Suite 100  
Bryan, Texas 77802           File Number: 09-1477:PEM/adv

## EXHIBIT "A"

### FIELD NOTES SIENA, PHASE 1

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN SURVEY, Abstract No. 2 in Bryan, Brazos County, Texas and being a part of the 77.259 acre tract described in the deed from Johnny Samuel Rizzo to BCS Development Company recorded in Volume 8712, Page 243 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the west corner the said 77.259 acre tract and being in fenced southeast margin of Old Reliance Road;

THENCE: N 45° 16' 09" E along northwest line of the said 77.259 acre tract and the said southeast margin of Old Reliance Road for a distance of 412.95 feet to a 1/2-inch iron rod set for corner;

THENCE: through the interior of the said 77.259 acre tract for the following fifteen (15) calls:

- 1) S 43° 54' 43" E for a distance of 115.08 feet for corner,
- 2) S 31° 03' 04" E for a distance of 628.27 feet for corner,
- 3) S 30° 15' 08" E for a distance of 349.81 feet for corner,
- 4) S 25° 39' 16" E for a distance of 234.55 feet for corner,
- 5) S 75° 00' 00" E for a distance of 35.09 feet for corner,
- 6) S 30° 21' 30" E for a distance of 111.96 feet for corner,
- 7) 72.67 feet in a counter-clockwise direction along the arc of a curve having a central angle of 23° 23' 32", a radius of 178.00 feet, a tangent of 36.85 feet and a long chord bearing N 45° 26' 25" East a distance of 72.17 feet for corner,
- 8) S 56° 15' 20" E for a distance of 50.00 feet for corner,
- 9) 94.35 feet in a counter-clockwise direction along the arc of a curve having a central angle of 23° 42' 32", a radius of 228.00 feet, a tangent of 47.86 feet and a long chord bearing N 21° 53' 24" E at a distance of 93.67 feet for corner,
- 10) N 66° 51' 07" E for a distance of 219.31 feet for corner,
- 11) S 55° 00' 00" E for a distance of 112.99 feet for corner,
- 12) 70.13 feet in a counter-clockwise direction along the arc of a curve having a central angle of 22° 57' 42", a radius of 175.00 feet, a tangent of 35.54 feet and a long chord bearing S 30° 38' 28" E at a distance of 69.66 feet for the Point of Compound Curvature,
- 13) 229.35 feet along the arc of said compound curve having a central angle of 25° 01' 48", a radius of 525.00 feet, a tangent of 116.53 feet and a long chord bearing S 54° 38' 13" E at a distance of 227.53 feet to a for the Point of Tangency,
- 14) S 67° 09' 08" E for a distance of 61.40 feet for corner and
- 15) S 35° 43' 36" E for a distance of 129.99 feet to a found 1/2-inch iron rod in the southeast line of the said 77.259 acre tract, said iron rod also marking an angle point in the northwest line of Lot 8, Block 2 AUSTIN'S ESTATES SUBDIVISION, PHASE TWO as recorded in Volume 3660, Page 33 (O.R.B.C.) and being on the east high bank of an unknown tributary of Carters Creek;

THENCE: continue along the monumented southeast line of the said 77.259 acre tract, the east high bank of said unknown tributary and the west line of said AUSTIN'S ESTATES SUBDIVISION, PHASE TWO for the following twenty-six (26) calls:

- 1) S 53° 21' 43" W for a distance of 23.16 feet to a found 1/2-inch iron rod for corner,
- 2) S 71° 07' 49" W for a distance of 43.71 feet to a found 1/2-inch iron rod for corner,
- 3) S 48° 40' 14" W for a distance of 12.14 feet to a found 1/2-inch iron rod for corner,
- 4) S 10° 42' 02" W for a distance of 18.90 feet to a found 1/2-inch iron rod for corner,
- 5) S 28° 10' 30" W for a distance of 13.57 feet to a found 1/2-inch iron rod for corner,
- 6) S 39° 27' 27" W for a distance of 34.50 feet to a found 1/2-inch iron rod for corner,
- 7) S 07° 43' 39" W for a distance of 26.63 feet to a found 1/2-inch iron rod for corner,
- 8) S 70° 54' 43" E for a distance of 30.44 feet to a found 1/2-inch iron rod for corner,
- 9) S 11° 11' 50" W for a distance of 42.57 feet to a found 1/2-inch iron rod for corner,
- 10) S 42° 28' 42" E for a distance of 45.88 feet to a found 1/2-inch iron rod for corner,
- 11) S 11° 59' 16" E for a distance of 26.15 feet to a found 1/2-inch iron rod for corner,
- 12) S 00° 11' 29" W for a distance of 41.86 feet to a found 1/2-inch iron rod for corner,
- 13) S 52° 29' 11" E for a distance of 27.23 feet to a found 1/2-inch iron rod for corner,
- 14) S 15° 30' 16" E for a distance of 50.93 feet to a found 1/2-inch iron rod for corner,
- 15) S 25° 47' 01" E for a distance of 32.06 feet to a found 1/2-inch iron rod for corner,
- 16) S 48° 02' 10" E for a distance of 24.58 feet to a found 1/2-inch iron rod for corner,
- 17) S 73° 49' 28" E for a distance of 18.56 feet to a found 1/2-inch iron rod for corner,
- 18) S 32° 51' 31" E for a distance of 29.09 feet to a found 1/2-inch iron rod for corner,
- 19) S 11° 56' 47" E for a distance of 36.99 feet to a found 1/2-inch iron rod for corner,
- 20) S 01° 00' 31" W for a distance of 20.33 feet to a found 1/2-inch iron rod for corner,
- 21) S 33° 57' 44" E for a distance of 23.81 feet to a found 1/2-inch iron rod for corner,
- 22) S 63° 04' 10" E for a distance of 26.66 feet to a found 1/2-inch iron rod for corner,
- 23) S 38° 34' 06" E for a distance of 36.90 feet to a found 1/2-inch iron rod for corner,
- 24) S 20° 28' 14" E for a distance of 19.37 feet to a found 1/2-inch iron rod for corner,
- 25) S 02° 24' 36" E for a distance of 26.91 feet to a found 1/2-inch iron rod for corner and
- 26) S 27° 39' 53" W for a distance of 9.85 feet to a found 1/2-inch iron rod marking the most southerly corner of the said 77.259 acre tract, said iron rod also being in the northeast line of Block 1 AUSTIN'S ESTATES SUBDIVISION, PHASE 4A as recorded in Volume 7912, Page 22 (O.R.B.C.);

THENCE: N 46° 02' 27" W along the south line of the said 77.259 acre tract and the north line of said AUSTIN'S ESTATES SUBDIVISION, PHASE 4A for a distance of 479.17 feet to a found 3/4-inch iron pipe for corner;

THENCE: through the interior of the said 77.259 acre tract for the following twelve (12) calls:

- 1) N 52° 50' 45" W for a distance of 109.47 feet for corner,
- 2) S 73° 33' 34" W for a distance of 71.46 feet for corner,
- 3) 30.73 feet in a counter-clockwise direction along the arc of a curve having a central angle of 35° 13' 03", a radius of 50.00 feet, a tangent of 15.87 feet and a long chord bearing N 32° 37' 44" W at a distance of 30.25 feet for corner,
- 4) N 19° 28' 27" E for a distance of 54.50 feet for corner,
- 5) N 42° 11' 13" W for a distance of 128.60 feet for corner,
- 6) S 60° 21' 10" W for a distance of 170.00 feet for corner,
- 7) N 29° 47' 58" W for a distance of 166.70 feet for corner,
- 8) S 72° 00' 00" W for a distance of 171.63 feet for corner,
- 9) 116.50 feet in a clockwise direction along the arc of a curve having a central angle of 24° 16' 22" a radius of 275.00 feet, a tangent of 59.14 feet and a long chord bearing N 10° 44' 24" W at a distance of 115.63 feet for corner,

- 10) N 78° 44' 21" W for a distance of 50.63 feet for corner,
- 11) 90.84 feet in a counter-clockwise direction along the arc of a curve having a central angle of 16° 00' 50", a radius of 325.00 feet, a tangent of 45.72 feet and a long chord bearing S 05° 04' 52" E at a distance of 90.54 feet for corner and
- 12) S 76° 00' 00" W for a distance of 154.19 feet for corner in the southwest line of the said 77.259 acre tract;

THENCE: N 33° 28' 41" W along the said southwest line for a distance of 1402.04 feet to the POINT OF BEGINNING and containing 20.529 acres of land, more or less.

