

**AMENDED DECLARATION OF RESTRICTIONS  
BRADFORD PLACE – FIRST AND SECOND PLAT**

This Declaration of Restrictions, made this 28<sup>th</sup> day of October, 2010 by BRADFORD PLACE L.L.C., a Missouri Limited Liability Company, the owner of the property hereafter described, located in BRADFORD PLACE, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat:

**WITNESSETH THAT:**

**WHEREAS, BRADFORD PLACE L.L.C.**, has caused a plat of land hereafter described to be recorded in the office of the Recorder of Deeds in Clay County, Missouri, said plat being filed in Sleeve E at Page 9 on December 1, 1995 as Instrument No. M78949; and

**WHEREAS, BRADFORD PLACE L.L.C.**, intends to improve and develop land herein described for residential purposes with single family residences;

**NOW, THEREFORE**, for itself and its successors and assigns and for its and their future grantees, BRADFORD PLACE L.L.C. hereby declares that the lots specifically designated below as shown on the recorded plat of **BRADFORD PLACE-FIRST PLAT AND BRADFORD PLACE SECOND PLAT**, shall be and hereby are restricted as to their use in the manner hereinafter set forth.

**FOR THE PURPOSE OF THESE RESTRICTIONS:**

The term “DEVELOPER” shall mean BRADFORD PLACE L.L.C., its successors and assigns.

The term “ASSOCIATION” shall mean HOMEOWNERS ASSOCIATION OF BRADFORD PLACE which is the homeowners association for the owners property located in BRADFORD PLACE, a subdivision in Kansas City, Clay County, Missouri according to the recorded plat, its successors and assigns.

The term “STREET” shall mean any street, road or drive which is shown on the above-described plat of **BRADFORD PLACE – FIRST PLAT AND SECOND PLAT**.

The term “OUT BUILDING” shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The term "LOT" shall mean either (1) any lot as shown on the above-described plat, or (2) any tract or tracts of land as conveyed, consisting of one or more lots or part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the Restrictions hereinafter established, or as established in individual deeds from **BRADFORD PLACE L.L.C.**, or from its successors and assigns.

The term "**CORNER LOT**" shall be deemed to mean any lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as shown on the plat, shall be deemed to be the front street, and any other street conditions to such corner lot shall be deemed a side street. Furthermore, corner lots may be set diagonally thereof.

The term "FRONT BUILDING LINE" shall be deemed to be that line parallel to the front street as shown on the recorded plat as above described.

The term "ERECTED" shall be deemed to include any modification, alternation or change to any building previously erected.

**SECTION I. PERSONS BOUND BY THESE RESTRICTIONS.**

All persons or corporations who now own or shall hereafter acquire any interest in the residential lots of:

All lots inclusive of lots 1 through 23, inclusive, BRADFORD PLACE-FIRST AND SECOND PLAT,  
a subdivision of land in Kansas City, Clay County,  
Missouri according to the recorded plat thereof and partly  
Described on Exhibit "A" attached hereto.

shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2027; provided, however, that each of said restrictions shall be renewable and may be amended in the manner hereinafter set forth. and any subsequent lots added thereto.

**SECTION II. USE OF THE LAND.**

None of the lots referred to in Section I hereof shall be used or occupied for other than single family residence purposes. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family.

**SECTION III. FRONTAGE OF RESIDENCES ON STREET.**

Any residence erected wholly or partially on a lot which is not a corner lot shall front on the front building line. Any residence erected on a corner lot shall front on the front building line and shall present a good appearance on the side building line as shown on said plat; provided, however, that any residence erected on a corner lot may be set diagonally thereon.

**SECTION IV. GROUND FRONTAGE REQUIRED.**

No dwelling may be erected upon any lot herein described except upon a lot or lots or part or parts thereof with a street frontage of not less than the number of feet as shown on the recorded plat; provided that the Developer shall have and does hereby reserve the right in sale and conveyance of any of the lots bound by these restrictions to reduce the required frontage to be used with any residence on any lots, and the Developer may, at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any such lot, change any required frontage herein specified or established by the conveyance of said lot; however, no change may be made at any time that will reduce the required frontage of land to be used and maintained with any residence erected thereon more than ten (10) feet below the minimum number of feet required for such residences as set forth above. No change will be made unless it is in compliance with Chapter 31 of the City Code.

**SECTION V. SETBACK OF RESIDENCES FROM STREET AND SIDE LINES.**

No part of any residence, except fireplace chimneys, porches, driveways and walks, may be erected or maintained on any of said lots nearer to the front street or the side street than the front building line or the side building line, respectively, as shown on the plat of **BRADFORD PLACE – FIRST PLAT AND SUBSEQUENT ADDITIONS**. No part of any residence, except as provided in Section XI dealing with fences, may be erected closer to the side lines of the lot line than is allowed by the zoning ordinances of the City of Kansas City, Missouri.

Provided, however, that the Developer may at any time hereafter with the consent in writing of the then record owner of the fee simple title to any such to, change any building line that is shown on said plat. Provided further, that no change shall be made at any time which will permit the erection of any residence on any lot more than five (5) feet nearer to the front street or five (5) feet nearer to the side street than is the front building line or the side building line as shown on said plat, or that is not in compliance with the zoning ordinances of the city of Kansas City, Missouri.

**SECTION VI. HEIGHT OF RESIDENCE.**

No residence erected on any of the lots hereby restricted may exceed two and one-half (2 ½) stories, nor be less than one full story in height without the written permission of the Developer.

**SECTION VII. REQUIRED SIZE OF RESIDENCE.**

Any single family residence erected on any of the lots hereby restricted shall contain not less than one thousand two hundred (1,200) square feet of total floor area and not less than nine hundred (900) square feet of area on the first floor, exclusive of porches, breezeway, basements, attics, or attached garages; provided, however, that the Developer shall have and does hereby reserve the right in the sale or conveyance of any of said lots to change the required size of the residence to be erected on said lots. No residence shall be erected on any lot unless its sales price, upon completion and including the lot, shall equal or exceed \$135,000.00.

**SECTION VIII. APPROVAL OF DESIGN AND LOCATION.**

No construction shall be commenced upon any building, including any outbuildings such as storage sheds or dog runs nor shall any building be moved upon any lot, until the exterior design and materials, including type of roofing, to be used are first approved in writing, by the Association Review Committee (ARC) or the Association. Homeowners Association of Bradford Place does hereby reserve the right to determine the location of all buildings on the respective lot or lots, as well as the relation of the top of the foundation to the street level. All such approvals shall be in writing.

**SECTION IX. EXTERIOR APPEARANCE**

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of the building shall be permitted to remain in a damaged condition not longer than three (3) months. No air conditioning apparatus, greenhouse, or unsightly projection shall be attached or affixed in the front of any residence.

**SECTION X. LANDSCAPING.**

At the time of construction of each residential structure, the owner of each of the lots shall landscape the portion thereof between the street and the front building line to the same standard as that generally prevailing throughout the subdivision. All lawns shall be entirely sodded in the front, on all sides and in the rear to the rear lot line or rear tree line, including all areas disturbed during construction, prior to occupancy. The monies for same are to be escrowed if sodding is not completed prior to occupancy.

## **SECTION XI. FENCES.**

No fences of any kind or description shall be erected on any lot unless and until the location, height and material to be used have been approved Association Review Committee or the Association.. Any person desiring to construct a fence on any lot shall submit to the committee or the Association a written report for permission to construct a fence. The request shall state the name and address of the owner of the lot, on which the proposed fence is to be constructed, and the location , height and materials to be used in construction of the fence. The Association shall, within thirty (30) days after the date on which such request is received, give the owner of the property its written approval or disapproval of the request. In the event that Association Review Committee (ARC) or the Association shall fail to give such written approval or disapproval within such thirty (30) day period, then permission to construct the fence as described in the notice shall be deemed to have been granted. It is expressly provided, however, that no fence to be constructed along the boundary line of any lot shall exceed six (6) feet in height. All fences must be approved by the Association regardless of construction material prior to construction. No fences may be constructed of chainlink material. Fences are required to conform to existing city code. Existing fences, as of enactment of these restrictions, that do not conform to the code will be considered grandfathered but will not be immune to city action.

## **SECTION XII. RIGHT TO APPROVE PLANS.**

No building or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, grading plans, specifications, plot plan and other information required herein showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Association or its successor. The rights to approve plans as aforesaid shall be vested in an "ASSOCIATION REVIEW COMMITTEE" or "ARC" .

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- a) Four (4) exterior elevations delineating front elevation, back elevation, and both side elevations and a grading plan-
- b) A site plan of the house as it will sit on the lot.
- c) Floor plan-
- d) A list of all exterior materials to be used which will include roof, masonry, siding and windows, including samples of materials.
- e) A landscape plan showing proposed planting for the yard-

- f) A schedule and sample of exterior colors to be used-

The documentation listed above is intended only as a minimum requirement and the Association Review Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its successors as the Association Review Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

### **SECTION XIII. LOCATION OF UTILITIES – CONNECTIONS.**

The Association shall have and does hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, sanitary and storm sewers, gas and water mains and line, telephone and electric lines, and other utilities, and to give or grant right-of-way, or easements therefore over and upon any part of said land reserved for utility easements on the recorded plat. No connection of any kind shall be made to any sewer line without prior inspection and approval by the Association, and all storm and sanitary sewer construction and connections shall conform to the then current rules and regulations of the sewer district within which the subdivision lies.

### **SECTION XIV. TEMPORARY AND OUTBUILDINGS PROHIBITED.**

No outbuilding or other detached structure appurtenant to a residence may be erected on any of said lots without the written consent of the Association or written consent of the developer. Nor may any temporary or uncompleted building, nor any automotive equipment, trailer, garage or appurtenance incident to a family dwelling be erected, maintained or used for residential or business purposes, either temporarily or permanently.

### **SECTION XV. LIVESTOCK OR POULTRY PROHIBITED.**

No livestock, poultry, or pigeons may be kept or maintained on any of said lots without the consent in writing of the Association, provided, however, that there may be maintained upon any one lot at any time no more than two (2) dogs and two (2) cats over twelve (12) weeks of age.

**SECTION XVI. SIGNS AND BILLBOARDS PROHIBITED.**

With the exception of signs directly related to a current election, no signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of the Association and not more than one (1) sign may be placed, erected or maintained on each lot.

Provided, however, one (1) sign, not more than four (4) square feet in size may be placed on each lot for the sole and exclusive purpose of advertising the sale of the residence and/or tract upon which it is placed and may remain for such time as the sale thereof actually is being pursued. Temporary signs advertising contractors providing services to members will be allowed for two (2) weeks before and after the period the contractor is actively working on site.

**SECTION XVII. STORAGE TANKS PROHIBITED.**

No tanks for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted-, except 20 lb. or smaller propane cylinders for use on grills or other outdoor equipment. No more than three (3) cylinders allowed per lot.

**SECTION XVIII. AUTOMOBILE REPAIR AND STORAGE OF AUTOMOBILES, TRAILER, ETC.**

There shall be no automobile repair conducted on any of the lots bound by these restrictions. No automobiles, trailers, campers, recreation vehicles, mobile homes, or boats shall be stored or kept outside of any residence constructed on the lots subject to these restrictions without the prior written approval of the Association. All vehicles will be restricted to streets and driveways at all times.

No vehicles shall be parked on streets or driveways so as to obstruct ingress or egress by Owners, their families, guests, invitees, except for reasonable time by emergency, construction, or service vehicles, and then limited to as brief a period of time as possible. No camper, trailer, motor home, bus, boat or similar vehicles shall be parked on any driveway or other portion of any lot longer than 72 hours in any 7 day period. Any recreational type vehicle such as a van or motor home may be parked in the driveway by a guest of the owner for up to 14 days. Any vehicle parked regularly in any driveway or street shall be operable and in a reasonable state of repair.

**SECTION XIX. OUTSIDE ANTENNA AND LIGHTS.**

No television/radio antennae or other aerial shall be placed on the exterior of any structure or constructed separately on a lot. No lights or other illumination shall be higher than the house without the consent of the Association Review Committee (ARC). Any satellite dishes installed after enactment of these restrictions, must be approved in

advance by the Association Review Committee (ARC). Resident must contact HOA for current restrictions prior to installations.

**SECTION XX. NUISANCES.**

No nuisances or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood.

No residence or part of any residence shall be used for a purpose other than a private, single-family residence; provided, however, that part of a residence, in conjunction with its use as a single-family residence and purely as an ancillary use with no regular customers or inviting of customers to the residence, or signs or advertising of any type on or off the residence, may be used as an office by an Occupant of the residence.

**SECTION XXI. DURATION OF RESTRICTIONS.**

The restrictions herein set forth shall continue to be binding upon the Association and upon their successors and assigns until December 31, 2027, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the owners of the fee simple title to more than sixty percent (60%) of the lots bound by these restrictions may release all or any part of the restrictions herein set forth, on December 31, 2027, or at the end of any successive five-period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing such for record in the office of the Recorder of Deeds of Clay County, Missouri, prior to December 31, 2027, or at least one (1) year prior to the expiration of any successive five (5) year period after December 31,-2027.

Anything to the contrary notwithstanding, these restrictions may be amended at any time by written instrument duly executed by the Association and recorded as set forth in the paragraph above; provided, however, any such amendment shall become authorized only with the approval of fifty percent (50%) of the Owners authorized to vote thereon at a meeting of said Owners duly called for such purpose at which a quorum is present.

**SECTION XXII. RIGHT TO ENFORCE.**

The restrictions herein set forth shall run with the land and bind the present owner and its successors and assigns and all subsequent owners of the land herein described and all said parties agree and covenant with the owner of the lots hereby restricted, and with its successor, assigns and grantees, to conform to and observe said restrictions as to the use of said lots and the constructions of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporations, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land; and



the Association, and the owner or owners from time to time of any of the lots hereby restricted, shall have the right to enforce these restrictions, including the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and to recover reasonable attorney's fees incurred in such enforcement action from any person (s) found to have violated these covenants; and the failure of the Association of any owner or owners from time to time of any lot or lots in this subdivision, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

**SECTION XXIII. EFFECT OF INVALIDITY OF A PORTION OF THIS DECLARATION.**

Invalidation of any one or more of the foregoing restrictions or covenants by judgment or court order shall in no manner affect any of the other provisions herein, and all such other provisions shall remain in full force and effect.

**SECTION XXIV. ADDITION OF OTHER LAND.**

The Developer, subject to the approval of the Association as set forth below, and the Association shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire to the operation of the provisions of these Restrictions by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri. When any other land is so subject to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be subject to all the terms and provisions hereof, in the manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof. Such other land may include additional common properties which shall be owned, held and used by the Association in accordance with the terms of this Declaration of Restrictions and the **HOMEOWNERS ASSOCIATION DECLARATION**, provided, however, that no other land may be subjected the provisions hereof without the prior written approval thereof being granted by the Association and the approval of the Association being made a part of the recorded **HOMEOWNERS ASSOCIATION DECLARATION**.

**SECTION XXV. MAINTENANCE.**

Because of the fact that lots, although separately owned, are a part of Bradford Place, and Bradford Place is designed to be a quality residential area, HOA of Bradford Place, does hereby set forth herein certain stipulations which shall govern the ownership of the lots and property thereupon, and shall be binding on the Owners thereof. These stipulations, without being limited thereto, relate to such things as interior and exterior maintenance and repairs, and are in detail as follows:

Each Owner shall maintain the interior of each such lot or building upon lot, including patio or deck area(s), in a neat, clean and orderly condition. This requirement

of maintenance shall particularly extend to all items which can be seen externally, including exterior and interior cleaning of windows, and replacement of broken glass and burned out light bulbs, if any.

The maintenance of the exterior of any property and the maintenance of lawns including the shrubs, trees and plants shall be the responsibility of the owner. All ponds and swimming pools must be properly landscaped and made safe, including but not limited to proper landscaping and enclosure and compliance with all governmental safety, environmental and sanitation requirements. No water will be allowed to become stagnant. If the owner fails to maintain the above mentioned items, and after having been warned in writing by the Association, the Association may choose to have the maintenance done in a manner of its choosing and billed to the homeowner and the costs will be directly charged to the Owner and be their responsibility.

### **SECTION XXVI. POWERS AND DUTIES OF THE HOMEOWNERS ASSOCIATION.**

In addition to the powers and duties granted by other portions of this Declaration or the Bylaws, the Association shall have and exercise powers to reasonably carry out the purposes of the Association:

Enforce either in its own name or in the name of any owner within the district, any or all building or use restrictions which may have been theretofore or may hereafter be imposed upon any of the land in said district; provided, however, that this right of enforcement shall not serve to prevent such changes, release or modifications of restrictions or reservations being made by the parties having the right to make such change, release or modifications of restrictions or reservations as are permissible under the Declarations or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties whenever and wherever such right of assignment exists. The expense and cost of any such enforcement proceedings by the Association shall be paid for by it. Nothing herein contained shall be deemed to prevent any owner from enforcing any building or use restrictions in his own name.

The Association shall cut, spray, trim and fertilize all grass, trees and shrubbery in common areas and generally maintain all common areas. The Association shall maintain and replace street trees as required to maintain the proper appearance.

The Association shall pick up and remove loose material, trash and rubbish of all kinds in the subdivision; cut weed and grass and generally take care of and keep clean all vacant lots.

The Association shall provide for maintenance of entrance sign area and other common areas.

The Association shall exercise such control over easements as may be required.

**SECTION XXVII. METHOD OF PROVIDING GENERAL FUNDS**

For the purpose of providing general funds to enable said Association to perform its duties described in this Declaration, all platted lots in the district subject to this Declaration shall be subjected to an annual assessment to be paid to the Association by the respective owners thereof. The amount of assessment shall be fixed by the Association, but, until further action of said Association be fixed by the Association at the rate of **Sixty Five Dollars (\$65.00)** per annum for each lot as herein defined effective September 1, 2010. Payment will be due to the Association treasurer no later than **September 1<sup>st</sup>** each year. The annual assessment may be increased by the Board of Directors in any one calendar or fiscal year up to a maximum of ten percent (10%) without a vote of the membership.

The rate of assessment in excess of ten percent (10%) may be increased or decreased if, at a meeting of the members especially called for that purpose and of which notice is given, a majority of the votes cast at such meeting at which a quorum is present shall be cast for such increase or decrease.

The Association shall have the authority to assess the costs of enforcing the covenants and restrictions contained herein to any Owner or Owners as is set forth herein.

**IN WITNESS WHEREOF, BRADFORD PLACE L.L.C.**, by authority of its Board of Directors, has caused these presents to be executed by its President the day and year first above written.

HOMEOWNERS ASSOCIATION OF BRADFORD PLACE

ATTTEST:

BY: \_\_\_\_\_  
SECRETARY – Gregory Adams

BY: \_\_\_\_\_  
PRESIDENT – Robin D. Camacho

Notary Statement

State of Missouri     )  
                                  )ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared,

\_\_\_\_\_, who personally known to me or provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on this instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

My Commission Expires: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public Signatures

## EXHIBIT "A"

A subdivision of land in the Southeast Quarter and the Fractional Southwest Quarter of Section 15, Township 51, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southwest Corner of said Southeast Quarter; thence South  $89^{\circ} 22' 45''$  East, along the South line of said Southeast Quarter, 654.84 feet; thence North  $0^{\circ} 37' 15''$  East, 185.85 feet to a point on the Northerly line of N.W. Hidden Lakes Drive, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence Northwesterly, along said Northerly line, on a curve to the right, having an initial tangent bearing of North  $43^{\circ} 37' 58''$  West, a radius of 457.25 feet, an arc distance of 109.17 feet; thence North  $29^{\circ} 57' 10''$  West (Plat-N30 $^{\circ} 01' 15''$ W) , along said Northerly line, 260.22 feet; thence Northwesterly along said Northerly line , on a curve to the left, tangent to the last described course, having a radius of 393.57 feet, an arc distance of 262.60 feet; thence North  $68^{\circ} 10' 55''$  West (Plat-N68 $^{\circ} 15' 00''$ W) , along said Northerly line, 155.65 feet; thence Westerly, along said Northerly right-of-way line, on a curve to the left, tangent to the last described course, having a radius of 853.90 feet, an arc distance of 341.53 feet; thence South  $88^{\circ} 54' 05''$  West (Plat-S88 $^{\circ} 50' 00''$ W) , along said Northerly right-of-way line, 329.27 feet to a point on the Easterly line of North Hickory, as now established; thence North  $4^{\circ} 04' 04''$  East (Plat-North  $4^{\circ} 00' 00''$  East) , 19.22 feet to the Southwest Corner of Lot46, HIDDEN LAKES-LOTS 45 THRU 92 INCL., TRACT A, TRACT B; thence North  $88^{\circ} 06' 24''$  East (Plat-N88 $^{\circ} 02' 19''$ E) , along the Southerly line of said HIDDEN LAKES – LOTS 45 THRU 92 INCL., TRACT A, TRACT B, 62.48 feet; thence North  $56^{\circ} 58' 54''$  East (Plat-N56 $^{\circ} 54' 49''$ E) , along said Southerly line, 55.33 feet; thence South  $78^{\circ} 48' 46''$  East (Plat-S78 $^{\circ} 52' 51''$ E) , along said Southerly line, 101.12 feet; thence North  $70^{\circ} 30' 50''$  East (Plat-N70 $^{\circ} 26' 45''$ E) , along said Southerly line, 21.23 feet; thence North  $62^{\circ} 41' 59''$  East (Plat-N62 $^{\circ} 37' 54''$ E) , along said Southerly line, 286.23 feet; thence North  $48^{\circ} 17' 05''$  East (Plat-N48 $^{\circ} 13' 00''$ E) , along said Southerly line, 103.56 feet (Plat-103.58 feet) ; thence North  $34^{\circ} 17' 51''$  West (Plat-N34 $^{\circ} 17' 51''$ W) , along said Southerly line, 72.82 feet; thence North  $25^{\circ} 43' 52''$  East (Plat-N25 $^{\circ} 39' 47''$ E) , along said Southerly line, 42.90 feet; thence North  $55^{\circ} 40' 58''$  East (Plat-N55 $^{\circ} 36' 53''$ E) , along said Southerly line, 84.28 feet; thence South  $85^{\circ} 46' 20''$  East, 120.20 feet; thence South  $60^{\circ} 35' 25''$  East, 145.08 feet; thence South  $60^{\circ} 31' 14''$  East, 109.30 feet; thence South  $53^{\circ} 20' 53''$  East, 174.14 feet; thence South  $41^{\circ} 44' 45''$  East, 91.82 feet; thence North  $51^{\circ} 34' 41''$  East, 4.41 feet; thence South  $38^{\circ} 25' 19''$  East, 76.00 feet; thence South  $41^{\circ} 44' 45''$  East, 96.42 feet; thence South  $30^{\circ} 36' 11''$  East, 80.18 feet; thence South  $21^{\circ} 18' 09''$  East, 77.79 feet; thence South  $52^{\circ} 48' 56''$  East, 150.24 feet; thence South  $41^{\circ} 44' 54''$  East, 123.38 feet; thence South  $42^{\circ} 12' 10''$  West, 58.83 feet; thence South  $58^{\circ} 04' 24''$  West, 97.13 feet; thence South  $60^{\circ} 02' 50''$  West, 250.60 feet to the True Point of Beginning. Containing 10.65 acres, more or less.