Lancaster County

Bonnie L. Bowman Recorder of Deeds 150 N. Queen Street Suite 315 Lancaster, PA 17603

Phone: 717-299-8238 Fax: 717-299-8393



INSTRUMENT # : 5950246

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Page 1 of 25

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Christine D. Wilson 221 East Chestnut Street Lancaster, PA 17602

* PROPERTY DATA:

Parcel ID #:

Municipality: School District:

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:

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MORTGAGE \$13.00
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Bonnie L. Bowman Recorder of Deeds

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PREPARED BY: HARTMAN UNDERHILL & BRUBAKER LLP

RETURN TO: HARTMAN UNDERHILL & BRUBAKER LLP

221 EAST CHESTNUT STREET LANCASTER, PA 17602-2782

PARCEL ID:

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSSGATES SOUTH RE: Crossgates <u>Development</u> - Phase VII - Lots 1-114

Murry Development Corporation ("Declarant") recorded a "Declaration of Covenants, Conditions and Restrictions for Crossgates South" ("Crossgates South Declaration") in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Record Book 3676, Page 1 et seq. on October 29, 1992. The property encompassing Crossgates South was also subjected to the "Declaration of Covenants, Conditions and Restrictions for Crossgates" ("Original Declaration") as recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Deed Book F, Volume 86, Page 136 et seq. on February 25, 1983. In Article I, Section 4 of the Crossgates South Declaration, Declarant reserved the right to enlarge Crossgates South. In addition to the lands originally identified in the Crossgates South Declaration, Declarant has subjected additional lands to the Crossgates South Declaration.

On February 27, 2006, Declarant obtained conditional plan approval of the final plan for Phase VII of Crossgates ("Phase VII Plan"). The Phase VII Plan was recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-227, Page 98 on June 7, 2006. A revision to the Phase VII Plan was recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-230, Page 66 on April 13, 2007 ("Revised Plan"). The Phase VII Plan and Revised Plan are collectively referred to as the "Final Plan". Phase VII encompasses one hundred fourteen (114) Lots¹ that will be subjected to the Crossgates South Declaration, in addition to the Original Declaration. This Supplement to the Crossgates South Declaration shall apply to Lots 1 to 114 as depicted upon the Final Plan for Phase VII. As stated above, Declarant has filed the Final Plan. Plan Note No. 9 of the Final Plan indicates:

Lots 1 to [114]² as more fully described on the Final Subdivision Plan for Crossgates Phase VII shall be held, sold and conveyed subject (in addition to a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of

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One hundred nine (109) lots intended for residential use, and five (5) lots designated as "Open Space".

Plan Note 9 on the Phase VII Plan references Lots 1-113 and Plan Note 9 on the Revised Plan references Lot 114.

record in the Recorder of Deeds Office of Lancaster County, Pennsylvania in Record Book F, Volume 86, Page 136 et seq.) to the "Declaration of Covenants, Conditions and Restrictions for Crossgates South", as more fully appears of record in the Recorder of Deeds Office of Lancaster County, Pennsylvania in Record Book 3676, Page 1 et seq. on October 29, 1992, and Supplement to Declaration of Covenants, the Conditions and Restrictions for Crossgates and the Supplement to Declaration of Covenants, Conditions and Restrictions for Crossgates South, which are intended to recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania contemporaneously herewith.

Declarant hereby enlarges Crossgates South by the addition of Lots 1 to 114, as depicted upon the Final Plan and as more fully described in Exhibit "A" attached hereto, which portion of Phase VII shall be held, sold and conveyed as set forth in Plan Note No. 9 of both the Phase VII Plan and the Revised Plan.

For purposes of clarification, Declarant confirms that the Crossgates South Homeowners' Association shall provide the following services with respect to Lots 1 to 114 of Phase VII:

- (i) Maintenance, repair and replacement of the private street and the overflow parking areas within Lot 92 of Phase VII;
- (ii) Snow removal on all private streets and the overflow parking areas within Lot 92 of Phase VII and all driveways (including the access drive serving Lots 75-78 and 80) and front yard sidewalks within Lots 1-36, 38-43, 45-78, 80-91 and 93-113 of Phase VII;
- (iii) Maintenance of only grass areas (excluding grass within screened or fenced areas) within the residential lots of the Phase VII (Lots 1-36, 38-43, 45-78, 80-91 and 93-113) shall be the responsibility of the Association; and
- (iv) Maintenance, repair and replacement of swales and storm water conveyance and detention facilities located in the private street on Lot 92 of Phase VII including without limitation swales, stormwater piping, inlets, stormwater manholes, endwalls, and rip-rap aprons, shall be the responsibility of the Crossgates South Homeowners' Association.
- (v) Maintenance, repair and replacement of the stormwater improvements, easement area and related appurtenances including without limitation swales, piping and walls, inlets and rip-rap

aprons located upon Lot 114, shall be the responsibility of the Crossgates South Homeowners' Association as such stormwater systems permanently serves the Lots and streets within Phase VII.

Maintenance, repair and replacement of swales and storm water conveyance and detention facilities located on Lots 1-36, 38-43, 45-78, 80-91 and 93-113 of Phase VII including without limitation swales, stormwater piping, inlets stormwater manholes, endwalls, and rip-rap aprons, shall be the responsibility of the Lot Owner.

For purposes of clarification, Declarant confirms that the Crossgates Homeowners' Association shall provide the following services and have the following powers with respect to Lots 1-114 of Phase VII:

- (i) Maintenance, repair and replacement of the mail box building and driveway located on Lot 79 of Phase VII, including snow removal;
- (ii) The Crossgates Homeowners' Association shall own Lot 92 of Phase VII and all private streets located thereon. Notwithstanding the ownership of the private streets by the Crossgates Homeowners' Association, the maintenance, repair and replacement of the private streets on Lot 92 of Phase VII will be undertaken and performed by the Crossgates South Homeowners' Association at its own expense;

- (iii) Ownership and maintenance of Lots 37, 44, 79 and 114;
- (iv) The maintenance, repair and replacement of the planting strips within Chandler Lane, Sawgrass Drive identified as "curbed islands" upon Exhibits "B" and "C" hereto;
- (v) The maintenance, repair and replacement of the brick cart paths within Chandler Lane and Sawgrass Drive as depicted upon Exhibits "B" and "C" attached hereto; and
- (vi) The maintenance, repair and replacement of the entrance piers and associated landscaping located within and adjacent to Sawgrass Drive, as generally depicted upon Exhibit "B".

In addition to the restrictions contained within the Original Declaration and Crossgates South Declaration, Lots 1-114 of Phase VII shall be subject to the following:

(i) Temporary Construction/Grading Easement. Declarant reserves for itself and its successors and assigns a temporary easement over every lot conveyed by Declarant to facilitate the construction of dwellings on other Lots within the Property. The rights granted under this temporary easement shall include, but are not limited to, the right of free ingress, egress and regress on, over, across and under the conveyed lot to facilitate the construction and grading upon the other lots, the right to regrade the

conveyed lot and such other rights as Declarant's deems necessary to complete the construction of dwelling units. Further, during the term of this easement, the owner of the conveyed lot shall be prohibited from planting any trees, bushes, shrubs or other landscaping upon the conveyed lot without the prior written permission of the Declarant. This temporary easement shall burden each conveyed lot for a period of twelve (12) months following the conveyance of the Lot to a non-Declarant or twelve (12) months following the dedication of Sawgrass Drive, Copperstone Court and Chandler Lane to Manor Township, which ever is later.

- (ii) Grading Easement. The Declarant reserves for itself, and its successors and assigns (a) an easement over, upon, in, under and across the Property for the sole and limited purpose of performing such actions as are consistent with the approved Grading Plan for the Property, including but not limited to the correction, regrading, alteration, replacement, addition, construction and/or removal of earth, improvements, landscaping, facilities and/or any other item, and (b) free ingress, egress and regress on, over, across and under the Property, at all times and seasons forever, in order to carry out the foregoing actions.
- (iii) <u>Fences and Landscaping</u>. No Lot Owner (other than Declarant) shall install any fence, wall, structure or landscaping without prior written permission from the Declarant and the Board of Directors of the

Association. Notwithstanding the foregoing, no fence, wall, landscaping or other structure shall be approved or permitted to be constructed within, over, or through storm water easements/facilities, utility easements or clear sight triangles. Further, no fence or wall shall be located within two (2) feet of a property line abutting to the Golf Course (Lots 1-45, 60-79 and 114). If approved, walls shall be constructed of durable masonry materials and shall not exceed thirty (30) inches in height measured from the lowest side, unless a different construction is specifically approved by the Declarant and the If approved, fences shall be constructed of bronze colored Association. aluminum one half (2) inch square pickets spaced four (4) inches on center with a maximum height of six (6) feet, unless the Declarant and Association specifically approve a fence of a different construction or color. Provided that in no event shall solid board fences be allowed within twenty five (25) feet of any property line abutting the Golf Course and in no case shall any solid board fence exceed five feet in height. If approved, trees and shrubs planted adjacent to the Golf Course (i.e. on Lots 1-45, 60-79 and 114) shall be planted in such a way as not to impede wind or sunlight from the areas of the Golf Course, and further such landscaping shall be setback from all property lines shared with the Golf Course (Lots 1-45, 60-79 and 114) so that the drip line,

^{3 &}quot;Golf Course" shall mean and refer to the properties currently owned by Murry Development Corporation, some of which abut Phase VII, and are currently utilized as a golf course presently known as "Crossgates Golf Club", and all additions thereto.

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at maturity, shall not encroach upon the Golf Course. Hedgerows shall not be placed closer that five (5) feet to any property line shared with the Golf Course and shall be maintained at a height not to exceed four (4) feet.

If such approved fence, wall, landscaping or other structure encloses, screens or otherwise inhibits the ability of the Association to maintain the grass and landscaped areas on the Lot, as determined by the Board of Directors of the Association in their sole discretion, the Lot Owner shall be responsible for the maintenance of the landscaping and grass areas within such fence, landscaping or other structure. Further, to the extent fencing, walls or landscaping are permitted under this subsection, it is expressly understood that the Lot Owner shall be responsible for the maintenance of the entire fence, wall and/or landscaping, i.e. both sides of the fence. Additionally, the Declarant and/or the Association shall have the right, at the expense of the Lot Owner, to remove any fence, wall or landscaping installed or maintained in violation of this Section, including but not limited to the right to trim, cut back and/or remove any plant materials encroaching upon If Declarant and/or the Association initiates legal the Golf Course. proceedings to recover the amounts due under or to enforce this Section, Declarant and/or the Association shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this subsection.

Changes to Grading of Lot. No Lot Owner (other than (iv) Declarant) shall change the grade of his/her or their Lot without prior written permission from the Declarant, the Board of Directors of the Association and Manor Township(if necessary), provided that change or alteration is consistent with the approved Grading Plan for the Property. If a Lot Owner (other than Declarant) changes or alters the grade of his/her or their Lot without the written permission of the Declarant and the Board of Directors or in contravention of the Grading Plan, and Declarant exercises its rights under section (ii) above, Declarant shall not be liable for any damages to such Lot, the landscaping on the Lot or any other claim arising out of Declarant's actions to regrade the non-compliant Lot. Such Owner shall be solely responsible for the re-installation of grass and landscaping (in accordance with section (ii)) upon such regraded Lot and such Owner shall reimburse Declarant all costs associated with the regrading of the Lot, including attorneys fees and other professional fees. If Declarant initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this section.

(v) <u>Pedestrian Easements</u>. Declarant reserves for itself, the Association, Master Association and Owners of all Lots on the Property a 10-foot wide pedestrian easement, centered on the walkway as and when

constructed by Declarant, for purposes of ingress, egress and regress on and over Lots 46-52, 54-59, 74-80 and 92 of the Phase VII upon which the Declarant constructs the walkways. The walkways referenced in above shall be deemed to be Common Area and maintained by the Association as Common Area under the Declaration of Covenants, Conditions and Restrictions for Crossgates as more fully appears of record in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania at Record Book F, Volume 86, Page 136 et. seq..

(vi) Blanket Easement over Open Space Lots 44 and 114. Declarant reserves for itself, and the Golf Course a blanket easement to facilitate the use, development, maintenance and repair of the Golf Course and any lands owned by the Declarant over Lots 44 and 114. The easements reserved herein shall include, but not be limited to drainage easements, pedestrian and vehicular casements (including for golf carts), sign easements, landscape easement and easements for irrigation improvements, electric lines, and utility lines. The rights shall include the right to maintain, repair, remove, replace and enlarge any landscaping facility or improvement constructed within Open Space Lots 44 and/or 114. Any landscaping planted within Open Space Lot 44 and/or 114 shall be maintained and replaced by Crossgates Homeowners Association, Inc. as part of the Open Space.

- (vii) Snow Drop and Storage Easements. Open Space Lots 37, 79 and 92 are subject to snow drop and snow storage easements in favor of the Association, the Master Association, and the Declarant for the placement and storage of snow cleared from the streets, private streets and drives, driveways and sidewalks within Phase VII.
- (viii) Stormwater Easement on Lot 114. The Lots, streets and Open Spaces within Phase VII discharge stormwater into a stormwater easement area, stormwater pond and related appurtenances, including without limitation swales, piping, end walls, inlet and outfall structures and rip-rap aprons, located upon Lot 114 (collectively, the "Stormwater Easement"). The Association shall maintain, repair and replace the Stormwater Easement, at its sole cost and expense. The Stormwater Easement is intended to be a "wet", i.e. under ordinary conditions some water will be in the Stormwater Easement.
- (ix) <u>Blanket Easement Dedication</u>. The Declarant reserves for itself, and its successors and assigns a blanket easement over, upon, in, under and across all Lots in Phase VII until such time as
- (1) Sawgrass Drive, Copperstone Court and Chandler Lane are dedicated to Manor Township; and
 - (2) the completion of Maguire Court; and

(3) Manor Township's release of all financial security related to the improvements installed by Declarant within Phase VII; for the sole and limited purpose of performing such actions and correcting, repairing, altering, replacing, constructing and/or removing such improvements, landscaping and/or detention swales and facilities as are

Use and Modification - Stormwater Easement on Lot 114. (x) Declarant hereby reserves for itself and the benefit of the Golf Course the right to make modifications to the Stormwater Easement (including draining additional area and/or impervious area) to the Stormwater Easement, provided that Stormwater Easement functions in accordance with applicable law. Declarant and the then current owner of the Golf Course may exercise their respective rights to modify the Stormwater Easement multiple times. The blanket easement in favor of the Golf Course shall include the exclusive right to retrieve golf balls and golf equipment. Golf balls and other golf equipment removed from the Stormwater Easement shall be deemed to be the property of the Golf Course. Notwithstanding the rights reserved for Declarant and the Golf Course, the Association shall maintain, repair and replace the Stormwater Easement and all improvements therein (as it may be modified by Declarant or the then current owner of the Golf Course), at its sole cost and expense.

required by Manor Township.

Upon the failure of the Association to properly maintain the Stormwater Easement in accordance with applicable law, Declarant or the then current owner of the Golf Course shall have the right to take corrective measures in order to bring the Stormwater Easement into compliance with applicable law following thirty (30) days written notice from the Declarant or the then current owner of the Golf Course, as the case may be, provided that the Association has failed to take corrective measures within such thirty (30) day period. If the correction is not reasonably capable of cure within such thirty (30) day period, the Association shall have such additional time as is reasonably necessary to commence and complete the corrective measure provided that the Association diligently proceeds with the performance of the corrective measure. The Declarant or the then current owner of the Golf Course, through its authorized representatives, may take such corrective measures as are reasonably necessary to bring the Stormwater Easement into compliance with applicable law, and thereafter recover the costs incurred by the Declarant or the then current owner of the Golf Course (as the case may be), including reasonable attorneys fees and other professional fees, from the Association.

For purposes of clarification, Declarant confirms that, as contemplated by Article VI of the Crossgates South Declaration, Declarant has established a Golf Course on property owned by Declarant and adjacent to the property originally encompassing Crossgates South and the Property added thereto by this Supplement. All rights in favor of Declarant referenced in this Supplement shall be deemed to benefit the land comprising the Golf Course and its current owner, in addition to Declarant as the owner and developer of Lots within Crossgates South, as expanded. Notwithstanding any other provision of this Supplement to the Crossgates South Declaration or applicable law, Declarant, as the owner of the Golf Course or the then current owner of the Golf Course, shall have the right to enforce the provisions of this Supplement to the Crossgates South Declaration after the sale of the last Lot within the Crossgates South, as expanded, by Declarant. Nothing herein shall be construed as requiring the Golf Course or its owner to comply with the terms of this Supplement to the Crossgates South Declaration, the Crossgates South Declaration or the Original Declaration.

This Supplement of Declaration is executed this $\underline{\mathcal{U}}$ day of $\underline{\sqrt{\mu}}$, 2011.

Attest: 156 pro Camerica

Title:

Consucce

Murry Development Corporation

P37.

Villiam E. Wurry

Procident

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COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF LANCASTER

On this, the As day of July, 2011, before me, the undersigned officer, personally appeared William E. Murry who acknowledged himself to be the President of Murry Development Corporation, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Cheryl A. Fry, Notary Public Manhelm Twp., Lancaster County My Commission Expires July 16, 2014

Member, Pennsylvania Association of Notarios

Exhibit "A" Legal Description of Addition to Crossgates South Lots 1-114, Phase VII

Legal Description November 5, 2010 Crossgates - Phase VII Perimeter Of Lots 1-114 Manor Township

ALL THAT CERTAIN piece, parcel or tract of land situated on the East side of Murrycross Way, located in Manor Township, Lancaster County, Pennsylvania, being known as Crossgates Phase VII, as shown on a Final Subdivision Plan for Crossgates — Phase VII, prepared by David Miller/Associates, Incorporated, recorded in Subdivision Plan Book J-230, Page 66 and revised as shown on a Revised Final Subdivision Plan for Crossgates — Phase VII, recorded in Subdivision Plan Book J-230, Page 66 said tract being more fully bounded and described as follows:

BEGINNING at a point on the East right-of-way line of Murrycross Way, said point being a corner of Crossgates Golf Course; thence extending along Murrycross Way, North thirty-four (34) degrees twenty (20) minutes forty-eight (48) seconds West, a distance of one hundred six and zero hundredths (106.00) feet to a point, a corner of Crossgates Golf Course: thence extending along the same the twenty-four (24) following courses and distances: [1] on a line curving to the left having a radius of twenty-eight and zero hundredths (28.00) feet, an arc length of forty-three and ninety-eight hundredths (43.98) feet, a chord bearing of South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, and a chord distance of thirty-nine and sixty hundredths (39.60) feet to a point; [2] North fifty-five (55) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of one hundred sixty-four and four hundredths (164.04) feet to a point; [3] on a line curving to the right having a radius of two hundred and zero hundredths (200.00) feet, an arc length of one hundred fifty-seven and eight hundredths (157.08) feet, a chord bearing of North seventy-eight (78) degrees nine (09) minutes twelve (12) seconds East, and a chord distance of one hundred fiftythree and seven hundredths (153.07) feet to a point; [4] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of fifteen and fifty-two hundredths (15.52) feet to a point; [5] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of seventy-six and thirty-eight hundredths (76.38) feet to a point; [6] North

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seventy-three (73) degrees two (02) minutes twenty-six (26) seconds East, a distance of one hundred forty-nine and twenty-one hundredths (149.21) feet to a point; [7] North seventy-eight (78) degrees forty-six (46) minutes seventeen (17) seconds East, a distance of fifty and seven hundredths (50.07) feet to a point; [8] North seventy-three (73) degrees two (02) minutes twentysix (26) seconds East, a distance of sixty-one and eighty-eight hundredths (61.88) feet to a point; [9] North fifty-two (52) degrees nineteen (19) minutes forty-five (45) seconds East, a distance of seventy and forty-seven hundredths (70.47) feet to a point; [10] South seventy-six (76) degrees eighteen (18) minutes eight (08) seconds East, a distance of two hundred twenty-nine and fifty-six hundredths (229.56) feet to a point; [11] South fifty (50) degrees nineteen (19) minutes seven (07) seconds East, a distance of ninety and twenty-two hundredths (90.22) feet to a point; [12] South forty-two (42) degrees thirty-eight (38) minutes fifty-five (55) seconds East, a distance of fifty-eight and twenty-eight hundredths (58.28) feet to a point; [13] South forty-seven (47) degrees eighteen (18) minutes thirty-four (34) seconds East, a distance of one hundred fifty and fifty-one hundredths (150.51) feet to a point; [14] South thirty-nine (39) degrees fifty-four (54) minutes fifty-seven (57) seconds East, a distance of three hundred seven and thirty-nine hundredths (307.39) feet to a point; [15] South forty-one (41) degrees fortyeight (48) minutes thirty-two (32) seconds East, a distance of one hundred fifty-seven and fourteen hundredths (157.14) feet to a point; [16] South fourteen (14) degrees fifteen (15) minutes two (02) seconds West, a distance of two hundred seven and twenty-eight hundredths (207.28) feet to a point; [17] South thirty-two (32) degrees thirty-nine (39) minutes twelve (12) seconds West, a distance of sixty-six and ninety hundredths (66.90) feet to a point; [18] South twenty-seven (27) degrees fifty-five (55) minutes thirty-one (31) seconds West, a distance of two hundred forty-three and thirty-three hundredths (243.33) feet to a point; [19] South twenty-one (21) degrees thirtythree (33) minutes sixteen (16) seconds West, a distance of three hundred forty and twenty-seven hundredths (340.27) feet to a point; [20] South fiftysix (56) degrees five (05) minutes ten (10) seconds West, a distance of seventy and zero hundredths (70.00) feet to a point; [21] South thirty-three (33) degrees fifty-four (54) minutes fifty (50) seconds East, a distance of seventysix and forty-two hundredths (76.42) feet to a point; [22] South one (01) degree forty-eight (48) minutes thirty-six (36) seconds West, a distance of one hundred sixty-eight and seventy-four hundredths (168.74) feet to a point; [23] South sixty-two (62) degrees zero (00) minutes eleven (11) seconds West, a distance of eight and ninety hundredths (8.90) feet to a point; and [24] South twenty-seven (27) degrees fifty-nine (59) minutes forty-nine (49) seconds East, a distance of forty and zero hundredths (40.00) feet to a point on the

North right-of-way line of Chandler Lane; thence extending along the same the two (02) following courses and distances: [1] South sixty-two (62) degrees zero (00) minutes eleven (11) seconds West, a distance of one hundred sixtyfour and eleven hundredths (164.11) feet to a point; and [2] on a line curving to the right having a radius of two hundred ninety-five and zero hundredths (295.00) feet, an arc length of eighty-seven and fifty-eight hundredths (87.58) feet, a chord bearing of South seventy (70) degrees thirty (30) minutes nineteen (19) seconds West, and a chord distance of eighty-seven and twentysix hundredths (87.26) feet to a point, a corner of Crossgates Golf Course; thence extending along Crossgates Golf Course, respectively the twenty-six (26) following courses and distances: [1] on a line curving to the left having a radius of thirty and zero hundredths (30.00) feet, an arc length of fifty-three and forty hundredths (53.40) feet, a chord bearing of North twenty-eight (28) degrees one (01) minute fifteen (15) seconds East, and a chord distance of forty-six and sixty-two hundredths (46.62) feet to a point; [2] North twentytwo (22) degrees fifty-eight (58) minutes seven (07) seconds West, a distance of fourteen and fifty-six hundredths (14.56) feet to a point; [3] on a line curving to the right having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of eighty-four and thirty-three hundredths (84.33) feet, a chord bearing of North ten (10) degrees thirty-four (34) minutes forty-five (45) seconds West, and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [4] North one (01) degree forty-eight (48) minutes thirty-six (36) seconds East, a distance of one hundred one and thirty-one hundredths (101.31) feet to a point; [5] on a line curving to the right having a radius of one hundred seventy-two and fifty hundredths (172.50) feet, an arc length of one hundred thirty-three and fifty hundredths (133.50) feet, a chord bearing of North twenty-three (23) degrees fifty-eight (58) minutes fifty-four (54) seconds East, and a chord distance of one hundred thirty and twenty hundredths (130.20) feet to a point; [6] North forty-six (46) degrees nine (09) minutes twelve (12) seconds East, a distance of twelve and eighty-eight hundredths (12.88) feet to a point; [7] North fortythree (43) degrees fifty (50) minutes forty-eight (48) seconds West, a distance of eighty-one and twenty-nine hundredths (81.29) feet to a point; [8] South thirty-four (34) degrees fifty (50) minutes thirty-six (36) seconds West, a distance of ten and twenty hundredths (10.20) feet to a point; [9] North thirty (30) degrees three (03) minutes fifty-five (55) seconds West, a distance of one hundred twenty and zero hundredths (120.00) feet to a point; [10] North zero (00) degrees twenty-two (22) minutes thirty (30) seconds West, a distance of one hundred sixty-five and zero hundredths (65.00) feet to a point; [11] North eight (08) degrees twenty-five (25) minutes forty-one (41) seconds East, a distance of fifty-three and zero hundredths (53.00) feet to a point; [12] North

twenty-five (25) degrees thirteen (13) minutes fifty-eight (58) seconds West, a distance of fifty-six and zero hundredths (56.00) feet to a point; [13] North thirteen (13) degrees fourteen (14) minutes twenty-seven (27) seconds East, a distance of sixty-four and nineteen hundredths (64.19) feet to a point: [14] North five (05) degrees twenty-three (23) minutes forty-three (43) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point; [15] North twenty-eight (28) degrees thirteen (13) minutes four (04) seconds West, a distance of sixty and fifty-two hundredths (60.52) feet to a point; [16] North sixty-one (61) degrees forty-six (46) minutes fifty-six (56) seconds East. a distance of twenty-two and ninety-six hundredths (22.96) feet to a point: [17] North forty-one (41) degrees seventeen (17) minutes zero (00) seconds West, a distance of eighty and seven hundredths (80.07) feet to a point; [18] North twenty-two (22) degrees twelve (12) minutes twenty-eight (28) seconds West, a distance of two hundred forty-eight and thirty-eight hundredths (248.38) feet to a point; [19] North twenty-five (25) degrees fifty-one (51) minutes six (06) seconds West, a distance of eighty-three and ninety-three hundredths (83.93) feet to a point; [20] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of two hundred ninetysix and zero hundredths (296.00) feet to a point; [21] North fifty-one (51) degrees fifty-one (51) minutes forty-five (45) seconds West, a distance of one hundred forty-one and seventy-nine hundredths (141.79) feet to a point; [22] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of thirty-one and sixty-six hundredths (31.66) feet to a point; [23] North seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds West, a distance of fifteen and fifty-two hundredths (15.52) feet to a point; [24] on a line curving to the left having a radius of one hundred fifty and zero hundredths (150.00) feet, an arc length of one hundred seventeen and eightyone hundredths (117.81) feet, a chord bearing of South seventy-eight (78) degrees nine (09) minutes twelve (12) seconds West, and a chord distance of one hundred fourteen and eighty-one hundredths (114.81) feet to a point; [25] South fifty-five (55) degrees thirty-nine (39) minutes twelve (12) seconds West, a distance of one hundred sixty-four and four hundredths (164.04) feet to a point; and [26] on a line curving to the left having a radius of twentyeight and zero hundredths (28.00) feet, an arc length of forty-three and ninety-eight hundredths (43.98) feet, a chord bearing of South ten (10) degrees thirty-nine (39) minutes twelve (12) seconds West, and a chord distance of thirty-nine and sixty hundredths (39.60) feet to the place of BEGINNING.

EXHIBIT "B" SAWGRASS DRIVE

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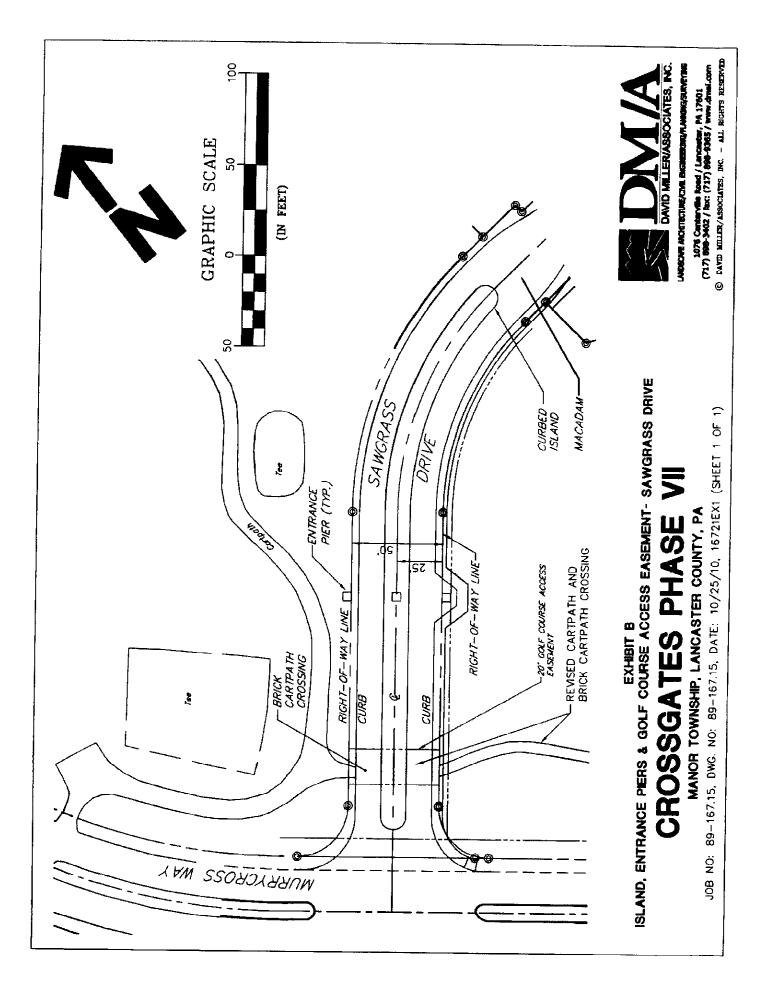


EXHIBIT "C" SAWGRASS DRIVE AND CHANDLER LANE

