

Upon recording return this instrument to:

Shelby Investments, LLC
1511 Highway 13
Helena, Alabama 35080

This instrument was prepared by:

Timothy Webster
Shelby Investments, LLC
1511 Highway 13
Helena, Alabama 35080

County Division Code: AL040
Inst. # 2019009273 Pages: 1 of 15
I certify this instrument filed on
2/1/2019 2:26 PM Doc: REST
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$58.00

Clerk: NICOLE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)
COUNTY OF SHELBY)

**RESTATED AND AMENDED
DECLARATION OF PROTECTIVE COVENANTS
FOR
SPRING WATER FARMS AND SPRING WATER ESTATES**

This instrument restates and amends in its entirety that certain Declaration of Protective Covenants for Spring Water Farms and Spring Water Estates as recorded in Instrument No. 2018104530 in the Probate Office of Jefferson County, Alabama, and in Instrument No. 20181001000349900 in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned, Shelby Investments, LLC, a Georgia limited liability company (which, together with its successors and assigns, is hereinafter referred to as the "Developer") is the developer of all of that certain real property known as "Spring Water Farms" and "Spring Water Estates" situated in Jefferson County and Shelby County, Alabama, which is more particularly described on **EXHIBIT A** and depicted on the maps labeled **EXHIBIT B-1**, **EXHIBIT B-2**, and **EXHIBIT B-3** attached hereto and incorporated herein by reference (the "Property"). For the purpose of this Declaration of Protective Covenants ("Covenants"), the term "Lot" or "Lots" and any parcel of real property subdivided within the meaning of these Covenants means all parcels of real property described on Exhibit A and all parcels of real property that may be included under these Covenants in the future by the Developer by an amendment hereto recorded in the Probate Offices of Jefferson County and Shelby County, Alabama.

WHEREAS, the Developer desires to subject all of the Property to the easements, covenants, conditions, assessments, limitations, and restrictions hereinafter set forth.

WHEREAS, the undersigned owners desire to consent to this Declaration and to subject their respective Lots to the easements, covenants, conditions, assessments, limitations, and restrictions hereinafter set forth.

NOW THEREFORE, Developer does hereby expressly adopt the Covenants and does hereby declare that the Property and any additional Lots that may be included by an amendment of this Declaration shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations, and restrictions.

ARTICLE I DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article V hereof.

Section 2. "Architectural Committee Rules" shall mean the rules, if any, adopted by the Architectural Committee.

Section 3. "Association" shall mean the Spring Water Farms and Spring Water Estates Owners Association, an Alabama non-profit corporation.

Section 4. "Covenants" shall mean all of the covenants, conditions and restrictions contained in this Declaration.

Section 5. "Declaration" shall mean this Restated and Amended Declaration of Protective Covenants for Spring Water Farms and Spring Water Estates, as the same may be amended from time to time.

Section 6. "Developer" shall mean Shelby Investments, LLC, a Georgia limited liability company.

Section 7. "Living Area" shall mean as heated finished area of a residential dwelling constructed on any Lot, including porches, garages, basements, carports, or attics.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or legal entities of fee simple title to any Lot. "Owner" shall include the Developer until such time as Developer has sold all Lots owned by it. The foregoing does not include persons or legal entities who/that hold an interest in any Lot merely as security for the performance of an obligation. "Owner" shall also include the family, invitees, licensees, and lessees of the Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. There shall be one (1) vote for each Lot in the Property notwithstanding that a particular Lot is owned by more than one (1) person.

Section 9. "Property" shall mean and refer to the real property described on Exhibit A.

Section 10. "Purchaser" shall mean any person or legal entity who/that acquires title to any Lot.

ARTICLE II EXCLUSIVE OWNERSHIP

Section 1. Exclusive Ownership. Each Owner shall have exclusive ownership and possession of its Lot.

ARTICLE III PROPERTY SUBJECT TO RESTRICTIONS

Section 1. General Declaration. The Developer intends to sell and convey the Lots to Purchasers, subject to this Declaration and any subsequent amendment thereto. The Developer hereby declares that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved, or transferred, in whole or in part, subject to this Declaration as amended from time to time. This Declaration is declared to be established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and all parts thereof. All of the provisions of this Declaration shall be constitute a covenant running with the land as to the Property for all purposes and shall be binding upon and inure to the benefit of the Developer, all Owners, and their respective heirs, successors, and assigns.

ARTICLE IV EASEMENTS

Section 1. Easement for Road, Drainage, and Utilities. Developer will construct at its expense a gravel road (the "Road") from South Shades Crest Road to the southernmost portion of the Property designated as Spring Water Farms. The road shall lie within a nonexclusive and perpetual easement that varies in width, which shall be conveyed to the Association. The purpose of this easement and the Road is to provide ingress, egress, drainage, and utilities to for the benefit of the Property and any additional real property subjected to this Declaration by an amendment thereto. The Developer reserves the right to utilize this easement and the Road for the purposes stated above. The Association shall be responsible for the maintenance of the Road and drainage facilities and for the compliance with all governmental regulations affecting the easement, the Road, and drainage facilities.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Committee Membership. The Architectural Committee shall consist of three (3) members comprised of persons residing in Jefferson County or Shelby County, Alabama. Two of the members of the Architectural Committee must be owners. The initial members shall be appointed at the discretion of the Developer. In the event of death, resignation, or other termination of any members, the Developer shall have full authority to appoint successor members until such time as the Developer no longer owns a Lot. The members appointed by the Developer shall serve until all Lots are sold by the Developer whereupon, the Developer's control and authority and Developer's appointed members to the Architectural Committee shall cease upon written notice to the Owners and the Association, and the Association shall assume full control and authority over the Architectural Committee

Section 2. Release. Neither the Architectural Committee nor any member thereof shall be liable to any Owner, lender, or to any other party for any expense, damage, loss, or injury suffered or incurred as a result of defect in design of any structure or the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition, or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

Section 3. Members. The initial three (3) members of the Architectural Committee appointed by the Developer are as follows: Timothy Webster, Nathan Antonio, and Mike Waits. The Architectural Committee shall serve without compensation.

ARTICLE VI RESTRICTIONS

Section 1. Use Restrictions. The Property will be used for residential purposes only, except that a home business with a maximum of three (3) employees along with delivery services to that business is acceptable. No buildings or structures other than a single-family residence and a detached barn or detached garage shall be erected on any Lot except as otherwise permitted herein or as approved in writing by the Architectural Committee. Detached guest houses or "in-law suites" on any Lot will be permitted contingent on Architectural Committee approval.

Prohibited uses of any Lot include, but are not limited to, the following:

- a) dangerous, noxious, offensive, or excessively noisome activities that may be or become an annoyance or nuisance to Owners; and
- b) keeping of any animals, birds, or fowl; provided that an Owner shall be permitted to keep dogs, cats, or other household or domestic pets so long as such pets are not kept, bred, or maintained for any business or commercial use and such pets are not allowed by the Owner to become an annoyance or nuisance to other Owners; provided, however, that one (1) grazing animal (such as a horse or cow) per one and one-half (1 ½) acre will be allowed and eight (8) chickens per Lot will be allowed. No roosters shall be allowed at any time.
- c) exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas; provided that timber harvesting and logging shall be permissible, provided that the Owner of the timbered Lot shall be solely responsible for any damage to the Road caused by such activity.
- d) use of a Lot by more than one family unit.
- e) any fence constructed along the right of way of the Road or within reasonable view of the Road must be a three (3) rail split fence that matches the existing three (3) rail fence near the main entrance. All fences and gates must be approved by the Architectural Committee.
- f) the placement or erection of a mobile or off-site manufactured home.
- g) the storage of any commercial vehicles of any kind, disabled motor vehicle, or any machinery, equipment, boat, trailer, or recreational vehicle outside the walls of a barn or garage structure except as otherwise provided in Section 4 below.

Any Owner may request from the Architectural Committee at any time a determination of whether a proposed use of a Lot is permitted. A certificate to that effect signed by a majority of the Architectural Committee shall be deemed to be dispositive of this issue.

Section 2. Limitation on Size and Location of Structure.

(a) No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single family residential dwelling ("Residence") not to exceed two and one half (2 ½) stories and a garage for not more than four (4) motor vehicles. Other than the reference to a barn in Section 1 above, no detached building other than the Residence shall be constructed or permitted on any Lot unless approved in writing by the Architectural Committee. The Residence shall be constructed on each Lot in conformity with the setback requirements. No Residence or other structure or improvement on any Lot may be constructed within any easement area shown on the subdivision plats for the Lots or otherwise designated by a utility provider. Additionally all Lots are subject to local zoning ordinances, and buildings and improvements must comply with said requirements unless waived or varied in writing by appropriate governmental authorities.

- (b) Minimum floor areas for homes in Spring Water Farms & Spring Water Estates is as follows:
 - (1) 2,200 square feet of living area for a one (1) story Residence and 2,600 square feet for a one and one-half (1 ½) story Residence.
 - (2) Two (2) or more adjacent Lots may be used to construct a Residence.

- (3) During the Developer Control Period the Developer shall have the right to allow variances on minimum square footage requirements for Residences that are not visible from the Road or any other roadway.

Section 3. Maintenance. All Residences, landscaping, and other improvements upon a Lot shall be continuously maintained in a workmanlike manner by the Owner thereof so as to preserve a well-kept appearance, especially along the boundary of any Lot.

Section 4. Storage of Boats, Trailers and Other Vehicles. No boat, trailer, or any recreational vehicle may be parked or stored in any location that can be seen from the Road or any other roadway for a period in excess of forty eight (48) hours; provided, however, boats, trailers, and recreational vehicles may be stored indefinitely if they are stored in such a manner that they are incapable of being seen by another Owner as determined by the Developer in its sole discretion.

Section 5. Enforcement. In the event that the Architectural Committee or the Association determines that any Lot or Owner is in violation of the restrictions in this Article VI, then the Architectural Committee or the Association shall so notify the Owner in writing, specifying the violation. If within thirty (30) days from such notification, the Architectural Committee shall make a second determination that sufficient progress has not been made to remedy the violation, the Architectural Committee may itself, direct such actions to be taken as shall be necessary or appropriate to remedy such violation. The Owner shall be liable for the cost and expense of all such actions taken to remedy the violation, including legal fees and expenses incurred by the Association, and the Association levy all such costs and expenses therefor as a charge on the Lot, which shall become a lien of the Association on the Lot enforceable by appropriate proceedings at law or in equity.

ARTICLE VII COMMON AREA ASSESSMENTS

Section 1. Assessments and Creation of Lien. Each Owner, except for the Developer, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association an Annual Assessment for the cost of maintaining the Road and drainage facilities and any other common area maintenance expenses and any special assessments approved by the Developer or the Association (collectively the "Assessments").

(a) Continuing Liens. Each Lot shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The Annual Assessments and charges together with interest thereon and the costs of collection thereof (including legal fees and expenses) as hereinafter provided, shall be a charge on, and shall be a continuing lien upon, the Lot against which each such assessment or charge is made. All Lots shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged and otherwise encumbered subject to all the terms and provisions of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association, including, but not limited to, the continuing lien herein described.

(b) Personal Obligations of Members. Unless otherwise provided in a deed or other conveyance, each Owner, by acceptance of a deed or other conveyance of a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the Annual Assessments and charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Each such assessment, together with interest and cost of collection, including reasonable legal fees and expenses, shall be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due.

(c) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing any and all of the services and activities as may be to the mutual benefit of the Owners, maintaining, operating, and repairing of the common areas, the Road, drainage facilities, any gates within the Property, the payment of taxes and insurance on all property of the Association, and the repair, replacement and additions thereto, and for the cost of labor, insurance, equipment, materials, management and supervision thereof, for other purposes beneficial to the Owners as determined by the Association, and for the purpose of carrying out the functions, purposes, responsibilities and duties of the Association. The Association does not assure that such services will be provided and nothing herein shall be construed as an obligation to provide any such services.

(d) Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum but not to exceed the maximum interest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration or in the By-Laws by non-use of the common areas or other areas to which assessments are applied or abandonment of the Lot.

(e) Subordination of Lien to Mortgages. The lien of any assessment or charge authorized by this Declaration or the By-Laws with respect to a Lot is subordinate to the lien of any *bona fide* mortgage on such Lot if, but only if, all assessments and charges levied against such Lot falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to mortgage foreclosure proceeding, or a proceeding in lieu of foreclosure, or the sale or transfer of such Lot pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve an Owner whose Lot has been mortgaged of the Owner's personal obligation to pay all assessments and charges falling due during the time the Owner is the owner of such Lot. The Board of Directors of the Association may at any time, either before or after the mortgaging of any Lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such Lot coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

(f) Suspension of Membership Rights. The rights of any Owner, including the right to vote, may be suspended by the Board of Directors (a) for any period during which any assessment or charge owed to the Association by such Owner remains unpaid, and (b) for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the Lot in favor of the Association.

Section 2. Computation of Assessments for Road and Common Area Maintenance.

(a) Notwithstanding anything provided to the contrary in this Declaration, the Annual Assessment for each Lot, except Lots owned by Developer and Lots exempted by the Developer shall commence and be due and payable initially on January 1, 2019, on a pro-rata basis and in the full amount on January 1st of each subsequent year. Annual Assessments shall be due and payable on January 1st and continuing until and including December 31st of each year and shall be One Thousand Five Hundred 00/100 Dollars (\$1,500.00) per year for each Lot, except those owned by the Developer and those Lots exempted by the Developer or the Association. In the event that an Owner owns two (2) or more Lots the Annual Assessment shall not exceed Three Thousand and 00/100 Dollars (3,000.00). Any purchaser of any Lot sold after January of any year shall pay a prorated share of the Annual Assessment (prorated on a 365 day year).

(b) Any Lot may be subdivided, provided that each lot that is subdivided must be at least eight (8) acres. In the event that any Lot is subdivided into the minimum eight (8) acre Lots and both Lots are owned by the Owner, then under that scenario, the Annual Assessment shall be paid only on the original Lot. In the event that any Lot is subdivided into the minimum eight (8) acre Lots and the subdivided Lots are owned by different Owners, then under that scenario, the Annual Assessment shall be paid on both of the subdivided Lots by each respective Owner.

(c) The amount of the Annual Assessment is subject to change as determined by the Board of Directors of the Association as reasonably necessary to properly maintain the Road, drainage facilities, and common areas on the Property.

(d) At the discretion of the Board of Directors of the Association, any Annual Assessments that are not disbursed during the calendar year for which they were collected may be credited or disbursed to the Owners or all or part thereof may be deposited in a reserve account maintained by the Association for the future replacement of the Road, drainage facilities, or other improvements maintained by the Association.

ARTICLE VIII NATURE OF COVENANTS; DEFAULTS AND REMEDIES

Section 1. Covenants Running with the Land. The Covenants shall constitute a servitude in and upon the Property and shall run with the land as to the Property and inure to the benefit of and be enforceable by the Developer, its designated successors and assigns, or by any Owner and its respective heirs, successors, and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the Covenants shall automatically be extended for successive period of ten (10) years, unless an agreement to terminate or modify this Declaration has been signed by the Owners who own seventy five percent (75%) or more of the then existing Lots and recorded in the Probate Court of Jefferson County and Shelby County, Alabama.

Section 2. Remedies for Default. The existence of any default hereunder by any Owner shall give the Developer and/or the Association and/or any Owner in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of the Covenants and to prevent the violation or breach of any of them.

Section 3. Nature of Remedies, Waiver. All rights, remedies, and privileges granted hereunder to the Developer, the Association, and the Owners, their respective heirs, successors and assigns, shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any term or condition of the Covenants shall in no event be deemed a waiver of the right thereafter to enforce such term or condition.

Section 4. No Reverter. No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE IX PERIOD OF DEVELOPER CONTROL

Section 1. Developer Control Period. In view of the Developers investment, commitment and obligations in and to the development of the Spring Water Farms and Spring Water Estates subdivisions, the Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the Property and the development thereof in accordance herewith and any amendments hereto, and also the exclusive right to

amend these Covenants until the date on which (i) the Developer has sold one hundred percent (100%) of the Lots or (ii) the Developer has elected to assign its rights as the Developer under this Declaration to the Association upon written notice to the Owners and the Association, whichever shall first occur. This period of time shall be known as the "Developer Control Period".

Section 2. Notices. Any notice required to be sent to the Developer or the Association to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, return receipt requested. Notices to Owners shall be mailed to the street address of the Lot owned by such Owner, or such other address as the Owner may have furnished Developer in writing. The initial mailing address for the Developer and the Association is 1511 Highway 13, Helena, Alabama 35080.

Section 3. Severability. Invalidation of any provision or provisions the Covenants by judgment or court order shall in no way affect any other provisions of the Covenants, all of which shall remain in full force effect.

Section 4. Effective Date. This Declaration shall become effective upon its recordation in the Probate Court of Jefferson County and Shelby County, Alabama.

Section 5. Amendment by Owners. Subsequent to the Developer Control Period defined in Article IX, an amendment may be proposed by a written instrument signed by the Owners of not less than twenty five percent (25%) of the Lots. Such proposed amendment or amendments shall be considered at a meeting of the Owners after written or printed notice of such meeting stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the Owners not less than ten (10) days nor more than fifty (50) days, before the date set for such meeting. Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of Owners who own not less than seventy five percent (75%) of the Lots in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Probate Office of Jefferson County and Shelby County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying this Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Owner shall be recognized if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officer or representative on this the 30th day of January, 2019.

Shelby Investments, LLC

By: [Signature]

Timothy Webster

Its: Managing Member

Owner of Lots 1 and 2, Spring Water Estates and
Lots 1, 3, and 4, Spring Water Farms

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Timothy Webster, whose name as Managing Member of Shelby Investments, LLC, a Georgia limited liability company, is signed to the foregoing Declaration and who is known to me, acknowledged before me, that, being informed of the contents of the Declaration, he, as such Managing Member, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 30th day of January, 2019.



[Signature]

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned Owner has executed Declaration on this the 29th
day of January, 2019.


Mike Waits

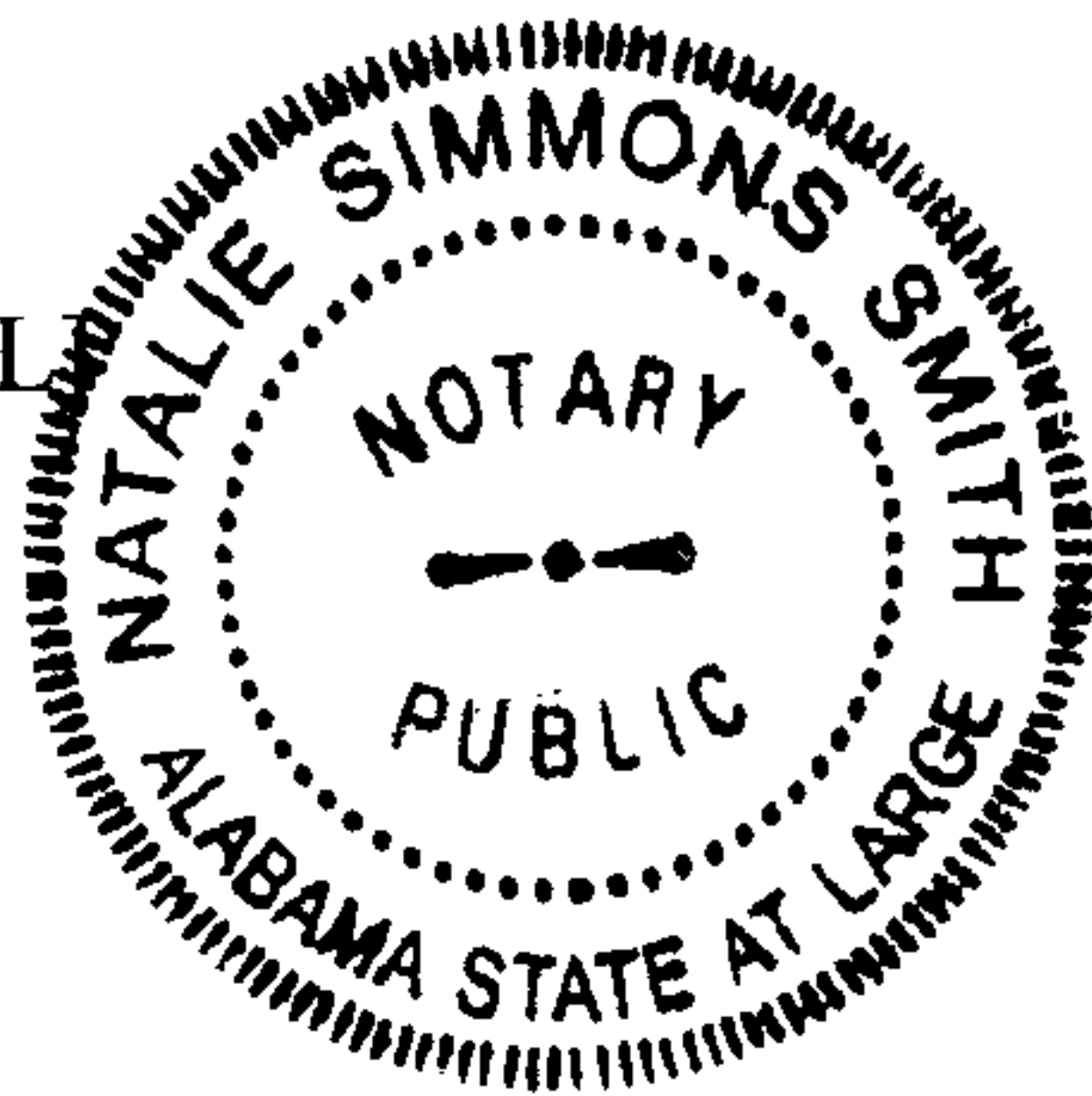
Owner of Lot 2, Spring Water Farms

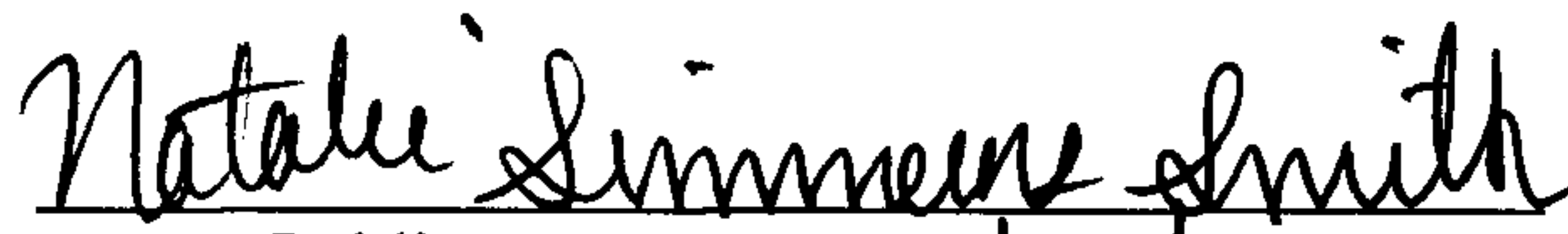
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the State and County certify that **Mike Waits** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument he did execute the same voluntarily on the date the same bears date.

Given under my hand and official seal on this 29th day of January, 2019.

[NOTORIAL SEAL]




Notary Public
My commission expires: 08/24/22



20190201000034660 10/15 \$57.00
Shelby Cnty Judge of Probate, AL
02/01/2019 03:38:46 PM FILED/CERT

EXHIBIT A

Legal Description of the Property

Spring Water Estates Lots:

Lots 1 and 2, according to the Survey of Spring Water Estates, as recorded in Map Book 49, Page 83, in the Office of the Judge of Probate of Shelby County, Alabama, and in Map Book 49, Page 74, in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

Spring Water Farms Lots:

Lots 1, 2, 3, and 4, according to the Survey of Spring Water Farms, as recorded in Map Book 49, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama, and in Map Book 49, Page 75, in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

Spring Water Farms Parcel:

That certain parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 4 West Shelby County, Alabama; thence N 00 degrees 39' 36" W along the West line of said Section 6 a distance of 1018.94' to a point on the South right of way line of South Shades Crest Road; thence N 75 degrees 12' 45" E along of said right of way a distance of 127.07' to the point of curve to the left having a radius of 2525.00', a central angle of 2560.00', a central angle of 3 degrees 26' 49", and subtended by a chord which bears N 67 degrees 21' 15" E, a chord distance of 153.98; thence along said curve and right of way an arc distance of 154.01'; thence with a compound curve to the right having a radius of 1225.00', a central angle of 7 degrees 57' 53", and subtended by a chord which bears N 73 degrees 03' 36", a chord distance of 170.15; thence along said curve and right of way an arc distance of 170.29'; thence with a compound curve to the right having a radius of 525.00', a central angle of 4 degrees 30' 54", and subtended by a chord which bears N 79 degrees 17' 59" E, a chord distance of 41.36'; thence along said curve and right of way arc distance of 41.37'; thence S 88 degrees 51' 00" E along said right of way a distance of 114.46'; thence S 50 degrees 06' 10" W a distance of 447.10'; thence S 112 degrees 19' 04" W a distance of 502.28' to the South line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 6; thence N 88 degrees 38' 02" W along said South line a distance of 526.51' to the point of beginning. Containing 20.05 acres, more or less.

(The Spring Water Farms Parcel shall be deemed a Lot of the purpose of the Annual Assessments.)

