

DECLARATION OF RIGHTS, COVENANTS AND RESTRICTIONS

AS TO

THE PAVILION

(A Planned Unit Development)

60.00000000

Location of Community:

Approximately 25 acres off of Brick Boulevard in Brick Township New Jersey, more particularly described as Lots 2 through 23 on Block 380.20, Lots 1 through 20 on Block 380.22, Lots 1 through 10 on block 380.23, Lots 1 through 12 on Block 380.24 and Lots 1 through 27 on Block 380.25.

Date of initial adoption:

.....
: Prepared by: :
: Arnold E. Reiter, Esq. :
: 2 North Bayard Lane :
: PO Box 915 :
: Mahwah, New Jersey 07430 :
:

REC OCT/19/1993 09:56AM 066557 A DEAN HAINES OCEAN COUNTY CLERK 60.00

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DECLARATION OF RIGHTS, COVENANTS AND RESTRICTIONS

AS TO

THE PAVILION

A Planned Residential Development Community

This Declaration of Rights, Covenants and Restrictions made and executed by:

LDLJ Associates, L.P. by its General Partner, Larken Associates
PO Box 957, Homestead Road, Bellemead New Jersey 08502

said entity being hereinafter referred to as "Developer" this 12 day of October 1993 concerns the future development, occupancy, use, operation, administration and management of a single family home portion of a Planned Unit Development to be known as The Pavilion including the dwelling units, common open space areas, common facilities and recreational facilities thereof which are to be located on lands and premises situate in the Township of Brick, County of Ocean and State of New Jersey described by metes and bounds description set forth in Schedule A (attached hereto). This Declaration of Rights, Covenants and Restrictions specifically excludes the dedication of the land surrounding the townhouse condominium units, more particularly described as Block 380.20 Lot 1 and Block 380.21 Lot 1 of the Tax Map of Brick Township. Those lands surrounding the townhouse condominium units are submitted under the Condominium Act to the Pavilion Homeowner's Association, Inc., through a Master Deed dated 6th day of June 1988 and recorded among the land records of the County of Ocean.

W I T N E S S E T H

WHEREAS, the Developer is now the record owner of the fee simple title to said lands and premises consisting of 63+/- acres located in the Township of Brick, County of Ocean, State of New Jersey described in Schedule A attached hereto

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and made part hereof, which lands and premises are hereinafter referred to as the "property"; and

WHEREAS, the Developer desires to develop on said property a planned unit development consisting of one hundred eighty three (183) residential units of which ninety five (95) of said units shall be detached single family dwelling units of which this Declaration covers, said units located on approximately 25 acres of the property, of which eighty eight (88) of said units will be attached Townhouse condominium units located on approximately 14.68 acres of said property (covered by a separately filed Master Deed) and of which 9.03 acres will be dedicated as common recreational facilities and common open space areas reserved for all unit owners of the Pavilion; and

WHEREAS, it is intended by the Developer and it is the purpose of this Declaration of Rights, Covenants and Restrictions to create, establish and impose certain reciprocal rights, covenants, restrictions and obligations with respect to the said property and the said developmental community and to provide for the operation, administration, management and control of the planned residential development community including its dwelling units, common facilities, common open space areas and recreational facilities by the Board of Trustees of a nonprofit, nonstock membership corporation of the State of New Jersey to be known as "The Pavilion Homeowners Association, Inc.", subject to the terms, covenants and conditions herein set forth;

NOW THEREFORE, the Developer, as the owner of the property, for itself, its successors in interest, grantees and assigns does hereby declare and provide as follows:

ARTICLE I

GLOSSARY OF TERMS

When used in this Declaration, the following terms shall have the following meanings:

1. ASSOCIATION: The Pavilion Homeowner's Association, Inc., a not-for-profit membership corporation which shall be the entity responsible for the administration and management of the residential portion of the Planned Unit Development.

2. BOARD OF TRUSTEES: The Board of Trustees of the Association.

3. BY-LAWS: By-laws of the Association initially adopted and as amended from time to time as therein provided.

4. DEVELOPER: LDJ Associates, L.P. by its General Partner, Larken Associates
its successors and assigns, as the Developer named in this Declaration.

5. DETACHED SINGLE FAMILY DWELLING UNIT: Any building in the community which is surrounded by land and is located on one lot and is not attached to any other unit, which building itself constitutes an independent selfcontained dwelling unit.

6. COMMON AREAS: Areas of the community now or hereafter reserved for the management, operation and maintenance of common active and passive recreation facilities which include common open space areas, common walkways, common driveways and common parking areas as shown on drawings filed with the Board of Adjustment of the Township of Brick; the fee simple title to said common areas shall be vested in the Association. Common areas specifically exclude those areas of Block 380.20 Lot 1 and Block 380.21 Lot 1 of the Brick

Township tax maps. Said two lots are delineated as the Condominium Townhouse Common elements and are owned by all townhouse condominium owners in an undivided and proportionate interest in accordance with a separately filed Master Deed.

7. COMMON FACILITY: All apparatus, installations, and improvements now or hereafter reserved for either common use of common enjoyment of residents of the community including all recreational facilities.

8. COMMON OPEN SPACE: An area to be devoted by the Association and members of the Association to active and passive recreational and conservational purposes, which area may not contain any dwelling units or other structures or improvements. Areas are for the use and common enjoyment of residents of the Association; the fee simple title to said common open space shall be vested in the Association.

9. LOT: A parcel of land, the location, dimensions and boundaries of which are set forth on the drawings.

10. RECREATIONAL FACILITIES: All improvements, installations and appurtenances now or hereafter existing for the active or passive recreational enjoyment of residents of the community; said facilities shall include a community center building, a swimming pool and two 60 x 120 foot tennis courts.

11. TOWNHOUSE DWELLING UNIT: An independent self-contained dwelling unit attached to one or more similar dwelling units by not more than two party walls extending from the foundation to the roof and which dwelling unit is located within the Condominium portion of the development as shown on the drawings and covered by the Master Deed. Townhouse

dwelling units are not covered by this Declaration of Rights, Covenants and Restrictions.

ARTICLE II

NATURE OF DEVELOPMENT OF THE PROPERTY

As shown on the drawings, Developer shall construct or cause to be constructed on the property eighty eight (88) townhouse condominium units, each with its own driveway and garage and ninety five (95) detached single family dwelling units, each with its own driveway and garage.

In addition, as shown on the drawings, Developer shall also construct or cause to be constructed certain recreational facilities, all of which shall be located within the Development on Lot 2 of Block 380.17 of the Brick Township Tax Map.

All construction shall be accomplished in accordance with the applicable provision of the Zoning Ordinance establishing the Planned Unit Development in accordance with the terms of a certain Developer's Agreement executed by the Developer and the Township of Brick and in accordance with all applicable governmental rules and regulations.

Developer shall convey a marketable fee simple title to the said ninety five (95) single family detached dwelling units and condominium ownership to the eighty eight (88) condominium units, the latter which are subject to a separately filed Master Deed to members of the general public who, as a result of such conveyance, shall succeed to the rights and privileges and shall be subject to the obligations, responsibilities and duties attendant to membership in the Association as provided for in the By-laws of the Association and this Declaration.

All such principal occupants of these units shall be

fifty five (55) years of age and over.

Developer shall also convey a marketable title in accordance with the Master Deed to said eighty eight (88) townhouse condominium units. Said owners of the townhouse condominium units shall collectively succeed to the rights and privileges and shall be subject to the obligations, responsibilities and duties attendant to membership in the Association as provided for in the By-laws of the Association, the Master Deed and the Public Offering Statement.

ARTICLE III

RESERVED RIGHTS OF THE DEVELOPER

Developer hereby reserves unto itself, its successors in interest, grantees and assigns, the following reserved rights:

a. The right to make additional improvements and to provide such additional common facilities as it considers to be advantageous to the owners of lots and units; provided, however, the Developer shall make no additional improvements nor provide additional common facilities nor make other purchases or other expenditures which would require any special assessment to be levied by the Board of Trustees of the Association in accordance with the By-laws or substantial increase in general assessments to be levied by the Board of Trustees under the provisions of the By-laws unless such additional improvements, additional common facilities or other purchases or expenditures are required because of an emergency situation nor otherwise provided for or are required by a mortgagee, insurance carrier, title insurance company or governmental authority.

b. To change the number of single family detached

dwelling units to be constructed in the residential community, to modify the design and size of such dwelling units, to modify the proportion of the types of such units and to modify lot size, unless ordered or not ordered to do so by a governmental or judicial authority.

c. To sell/assign this Development to a successor in interest who shall be obligated to adhere to all the conditions of this document as well as all applicable statutes.

ARTICLE IV

DEVELOPMENT OF PROPERTY IN SECTIONS

The Developer intends to develop the residential development community in phases; information with respect to street layout and street installations in each section, landscaping and vegetation planting in each section, lot area, percent of lot coverage and improved lot coverage in each section, and architectural style of each unit type in each section is set forth on the drawings. Developer shall have the continuing obligation for the completion of construction of all utilities, roadways and landscaping as indicated on the drawings as to all three sections.

Developer shall also dedicate, grant and convey to the Township of Brick all roadways and certain easement areas located in the Development as shown on the drawings.

ARTICLE V

ENCROACHMENTS AND EASEMENTS

Each owner of a lot and dwelling unit shall have an easement, in common with the owner of an adjoining lot and

unit;

a. To use and maintain drain lines, pipes, ducts, conduits, wires and cables attributable to the owner's lot and dwelling unit, and;

b. To use and maintain driveways, parking areas and paved areas attributable to the owner's lot and dwelling unit; to the extent that any of the same are located on or encroach on to any adjoining lot and unit.

In addition, to the extent that any dwelling unit now or hereafter is located on or encroaches on either any townhouse common elements, common areas or common facilities or on a lot owned by another dwelling unit owner as the result of either:

1. The repair or restoration of any unit after damage by fire or other casualty; or

2. Any other alteration or repair of a unit with the consent of the Association of the Developer; or

3. The location of the original construction of a dwelling unit or the subsequent reconstruction, shifting, settlement or movement of all or any portion thereof;

a valid easement shall exist for such encroachment and for the maintenance of same so long as the affected unit shall stand.

Furthermore, all lots and units shall be subject to the following general easements:

a. Existing easements of record as of the date of the recording of this Declaration;

b. Grants, reservations and other matters reflected in the drawings;

c. The rights of the townhouse condominium owners in accordance with the Master Deed;

d. Future easements or grants by either the Developer or the Association as provided in Article VII hereof.

ARTICLE VI

PAYMENT OF REAL PROPERTY TAXES, ASSESSMENTS

AND OTHER MUNICIPAL CHARGES

Real property taxes, assessments and other municipal

charges as to each unsold lot and dwelling unit shall be paid by the Developer up until such time as the title thereto is conveyed by the Developer to another.

Once the title to a lot and/or unit is conveyed by the Developer to another, all such real property taxes, assessments and other municipal charges shall be paid by the purchaser thereof and his successors in interest pursuant to separate assessments which will be made as to each lot and/or dwelling unit by the Township of Brick.

As to real property taxes, assessments and other municipal charges applicable to common open space areas and common facilities located thereon, it is the intention of the Developer that charges shall be paid proportionally by the owners of the single family detached dwelling units and the townhouse condominium units pursuant to assessments made by the Board of Trustees of the Association.

ARTICLE VII

MATTERS CONCERNING THE ASSOCIATION

As reflected in the Association's certificate of incorporation which has been filed with the New Jersey Secretary of State, the Association has been incorporated as a nonstock membership corporation organized not for pecuniary profit. As reflected in the Association's By-laws, the Association has the obligation and responsibilities, inter alia, of maintaining adequate insurance coverage, of paying for exterior painting, landscaping and snow removal for all common facilities on the property, for which the Association is responsible, of paying taxes and other governmental charges on parking areas, common open space areas and common facilities on the property and of generally operating, managing and controlling the said residential development community in such a manner as to promote the health, safety

and general welfare of all residents of the community.

Also reflected in the By-laws of the Association:

- The Board of Trustees of the Association shall conduct the business and manage the affairs and property of the Association;
- Officers of the Association shall be elected by the Board of Trustees;
- Owners and their tenants shall be obligated to comply with rules and regulations adopted by the Board of Trustees concerning the use and operation of units and appurtenant facilities;
- Owners shall also be obligated to pay charges as assessed by the Board of Trustees pursuant to a common expense budget as provided in the By-laws; however, single family detached unit owners only are obligated to contribute to the operation of the recreational facilities as promulgated and lawn maintenance and snow removal services in the recreation Budget, User fees for clubhouse rentals shall also be charged to owners pursuant to the By-Laws.
- Unpaid charges shall constitute liens against units and/or lots on which they are located upon the filing of a claim of lien in the Office of the Ocean County Clerk, which lien may be foreclosed by the Association.
- Subject to the provisions hereof, the Master Deed, and subject to the By-laws, owners shall be free to lease, encumber, alienate and convey the title to their lots and units providing all charges due the Association have been in full.
- The Developer shall convey to the Association fee simple title to approximately 9.03 acres consisting of Blocks 380.24 Lot 24 and Block 380.17 Lot 1 of the Tax Maps of Brick Township, which said lots shall contain the common open space areas shown on the drawings and all common facilities located thereon unencumbered except for any

easements granted for public utilities and for other public purposes consistent with the intended use and said areas and facilities under the terms hereof, and except for common areas appurtenant to the Townhouse Condominium Units, as described and covered in the Master Deed.

In addition, the Developer hereby reserves for itself and its successors in interest for so long as it is engaged in construction and sale of units and the development of the property in accordance with the drawings, the right of ingress and egress to all lots and all common open space areas and common facilities and all roadways, parking areas, and pathways, for the purpose of the construction, installation, maintenance and repairs of all buildings, structures, and improvements on the property. The Developer shall also have the right to erect advertising signs and directional signs on the property and the right, for a period of two (2) years after the date of the transfer of the fee simple title by it of any unit, to enter into any lot and its unit for the limited purpose of completing installations in and to the unit of supplying service thereto.

ARTICLE VIII

RIGHT OF TOWNSHIP OF BRICK TO ENTER UPON COMMON
OPEN SPACE AREAS IN ORDER TO MAINTAIN SAME
AND IN ORDER TO MAINTAIN THE COMMUNITY'S COMMON
FACILITIES; ASSESSMENT OF COSTS AGAINST OWNERS

In accordance with the current provisions of N.J.S. 40:55D-43 of the Municipal Land Use Law and the applicable provisions of the Subdivision and Site Plan Ordinances of the Township of Brick, the developer, for itself, its successors, the owners and the Association, does hereby authorize the Township of Brick to serve notice upon the Developer and the Association if any common open space areas and common facilities are not maintained in reasonable order and

condition; said notice shall set forth the particular deficiency and shall demand that the same be cured within thirty five (35) days thereof and shall also state the date and place of a hearing thereon, which hearing shall be held within fifteen (15) days of the notice. At such hearing, a designated administrative officer of the Township of Brick may modify the terms of the original notice as to deficiencies and may give a reasonable extension of time, not to exceed sixty five (65) days, within which time the deficiencies may be cured. If the deficiencies set forth in the original notice or in any modification thereof are not cured within the stipulated time period, the Township of Brick, in order to preserve the common open space areas and common facilities and to maintain the same for a one (1) year period, may enter upon the said common open space areas and common facilities and maintain the same and assess the costs thereof as herein provided. Said entry and maintenance shall not vest in the public any rights to use of the common open space areas and common facilities, except to the extent that the same are voluntarily dedicated to the public by the Association. Before the expiration of said one (1) year period, the designated administrative officer of the Township shall call a public hearing upon fifteen days written notice to the Association and to the owners and shall show cause why the maintenance by the Township, at the election of the Township, shall not continue for a succeeding year. If the designated administrative officer shall determine that the Association is ready and able to maintain the common open spaces areas and common facilities in reasonable order and condition, the Township shall terminate the maintenance thereof at the end of the said one (1) year period. However, if the Township shall determine that the Association is not ready and able to maintain the common open space areas and common facilities in reasonable order and condition, the Township, at its election,

may continue to maintain the same during the next succeeding one (1) year period subsequent to the hearing and in each year thereafter. The decision of the designated administrative officer of the Township in any such case shall constitute a final administrative decision subject to judicial review.

The Township of Brick shall have the authority to assess the costs of any such maintenance rendered by the Township equally against each lot and/or unit in the community in which event said assessment shall constitute a lien and tax on such lot and unit and shall be added to and become part of the total real estate taxes assessed and levied against the property; the same shall be enforced and collected, with interest, in the same manner and by the same officer as in the case of other real property taxes and assessments.

The rights herein granted to the Township of Brick under the provisions of this Article IX shall not be abridged, deleted or terminated without the prior consent of the Township of Brick.

ARTICLE IX

OWNER'S RIGHT OF ENJOYMENT; COVENANTS RUNNING WITH TITLE TO THE PROPERTY

Notwithstanding the provisions of the Public Offering Statement and the Master Deed pertaining to the Townhouse condominium units, each owner shall have the right of enjoyment in and to his lot and unit and in and to the common open space areas and common facilities, such rights being appurtenant to and passing with the fee title to each lot and unit; however, all rights, licenses, privileges, obligations, easements and charges granted, imposed and provided for under the terms of the Declaration, the Master Deed and the By-laws shall constitute covenants running with the title to the property described in Schedule A hereof and

shall be binding upon and inure to the benefit of the Developer, its successors in interest, the Association, the owners, their tenants, and all other parties intended to be benefited and bounded thereby. No breach of any of the provisions of this Declaration or of the By-laws by any party bound by the terms thereof shall entitle any other party to breach, rescind or otherwise terminate said provisions and any waiver of a breach of default of any of said terms shall not be construed to be a waiver of any subsequent breach or default of said terms.

ARTICLE X

AMENDMENTS TO THIS DECLARATION

As long as the Developer is the owner of one or more of the unsold lots, the provisions of this Declaration may not be amended so as to adversely affect the Developer's interests without the prior written consent of the Developer.

Subject to the foregoing, the provisions of this Declaration may be modified or amended by the vote of fifty one (51%) percent in number of all single family home members of the Association, cast at a meeting of such members duly held for such a purpose. Townhouse condominium members shall not be entitled to vote to amend the provision of this Declaration. No such modification or amendment to this Declaration shall become effective until the modification or amendment is recorded in the Office of the Clerk of Ocean County, New Jersey.

Also subject to the foregoing, the provisions of this Declaration may be modified or amended by the Developer on such terms and in such a manner as may be required as a condition for either Developer or the prospective purchasers of units securing mortgage financing or arranging for the transfer of mortgage liens from one entity to another. While

the Developer maintains a majority of the Board of Trustees it shall make no additions, alterations, improvements or purchases not contemplated in this Declaration or Public Offering Statement of which this is appurtenant which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lease or in the event of an emergency.

ARTICLE XI

DURATION OF THIS DECLARATION

This Declaration shall become effective as of the date of recording in the Office of the Clerk of Ocean County, New Jersey; the rights, covenants and restrictions set forth herein, as aforesaid, shall run with and bind the title to the property described in Schedule A and shall inure to the benefit of and be enforceable by the Association by the Developer and by the owners for a term of fifty (50) years from the date the Declaration is so recorded, after which date said rights, covenants and restrictions shall automatically be extended for a successive ten (10) year term unless a written instrument signed by fifty one (51%) percent in number of all single family unit owners is recorded in the Ocean County Clerk's Office terminating the terms of this Declaration prior to the expiration of any such time periods.

Should the said fifty one (51%) percent of all single family unit owners within the development choose not to automatically extend the terms and conditions contained within this Declaration of Rights, Covenants and Restrictions, then the provisions for ownership upon dissolution contained in the By-laws of the Association shall become applicable.

ARTICLE XII

COMPLIANCE WITH PLANNED REAL ESTATE DEVELOPMENT

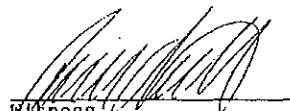
FULL DISCLOSURE ACT AND REGULATIONS

The terms of this Declaration and the By-laws referred to herein as intended to comply with the requirements of the Planned Real Estate Development Full Disclosure Act of the State of New Jersey as set forth in N.J.S.A.45:22A-21, et seq. and are intended to comply with the regulations implementing said act as adopted by the New Jersey Department of Community Affairs, Division of Housing and Development, and are intended to comply with all other applicable laws and regulations; if it is determined that any of the provisions of this Declaration conflict with the provisions of said laws and regulations the provisions of said laws and regulations, as the case may be, shall control.

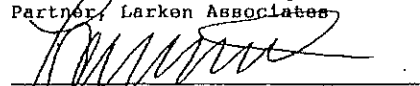
While the developer maintains control of the Board of Trustees he shall take no action which adversely affects a homeowners rights under N.J.A.C. 5:25-5.5. Claims relative to defects in common elements shall be processed in accordance with N.J.A.C. 5:25.5.

Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

IN WITNESS WHEREOF, this Declaration has been duly executed the day and year first above written.

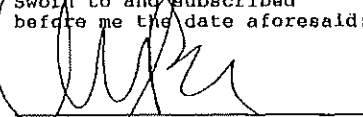

Witness

LDLJ Associates, L.P. by its General
Partner, Larken Associates


Lawrence W. Gardner, Partner

BE IT REMEMBERED, that on October 12, 1993, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Lawrence W. Gardner who, being by me duly sworn on his oath deposes and makes proof to my satisfaction that he is the individual who executed this document and acknowledged under oath that this person is named in, personally signed and is authorized to sign this Declaration.

Sworn to and subscribed
before me the date aforesaid:


Arnold E. Reiter
Attorney at Law for the
State of New Jersey

Prepared by:

Arnold E. Reiter, Attorney at Law
for the State of New Jersey
2 North Bayard Lane
PO Box 957
Mahwah, New Jersey 07430

DOCS1\GARDNER\DECLRIGH

DB5103-0043

SCHEDULE A

Legal Description of Development

085103-0044

Thomas H. Stuart, Jr.
Professional Land Surveyor
Professional Planner
1223 Narrumson Road
Manasquan, New Jersey 08736
(201) 528-6625

Description of The Pavilion, Section II, Brick Township, Ocean County,
New Jersey.

Beginning at a point in the northerly right of way line of Riva Boulevard, said point being the division line between Sections I and II of The Pavilion and running therefrom;

1/ S $37^{\circ} 47' 00''$ E, a distance of 150.00 feet to an angle point therein, thence;

2/ Continuing along the aforesaid section line S $01^{\circ} 28' 54''$ E, a distance of 111.00 feet to an angle point therein, thence;

3/ S $12^{\circ} 42' 16''$ W, along the aforesaid section line, a distance of 193.40 feet to an angle point therein, thence;

4/ S $25^{\circ} 23' 00''$ W, along the aforesaid section line, a distance of 320.00 feet to a point, thence;

5/ N $64^{\circ} 37' 00''$ W, a distance of 100.00 feet to a point in the easterly right of way line of Devin Lane, thence;

6/ S $25^{\circ} 23' 00''$ W, along the aforesaid right of way line, a distance of 120.00 feet to a point of curvature, thence;

7/ Along the aforesaid right of way line, curving to the right, having a radius of 175.00 feet, a distance of 70.17 feet as measured along the arc to a point of reverse curvature, thence;

8/ Continuing along the aforesaid right of way line, curving to the left, having a radius of 25.00 feet, a distance of 31.10 feet as measured along the arc to a point of reverse curvature in the the northeasterly right of way line of Molly Lane, thence;

9/ Along the aforesaid right of way line of Molly Lane, curving to the right, having a radius of 275.00 feet, a distance of 16.10 feet as measured along the arc to a point of reverse curvature, thence;

10/ Continuing along the aforesaid right of way line, curving to the left, having a radius of 225.00 feet, a distance of 37.22 feet as measured along the arc to a point, thence;

11/ S $60^{\circ} 57' 26''$ W, a distance of 123.22 feet to a point in the southerly line of the entire tract, thence;

12/ N $64^{\circ} 37' 00''$ W, along the southerly tract line, a distance of 525.00 feet to an angle point therein, thence;

13/ N $55^{\circ} 49' 42''$ W, along the southerly tract line and the municipal boundary line, a distance of 1172.82 feet to a point in the southerly line of Lot 10, Block 380.

0851030045

Thomas H. Stuart, Jr.
Professional Land Surveyor
Professional Planner
1223 Nanumson Road
Manasquan, New Jersey 08736
(201) 528-6625

14/ N 77° 23' 00" E, along the southerly line of Lot 10, Block 380
a distance of 439.06 feet to a point, thence;

15/ S 55° 49' 42" E, a distance of 236.05 feet to a point, thence;

16/ N 34° 10' 18" E, a distance of 42.15 feet to a point, thence;

17/ S 81° 47' 00" E, a distance of 534.58 feet to a point, thence;

18/ S 08° 13' 00" W, a distance of 110.00 feet to a point in the
northerly right of way line of Riva Boulevard, thence;

19/ S 81° 47' 00" E, along the aforesaid northerly right of way line
a distance of 108.71 feet to a point of curvature, thence;

20/ Continuing along the aforesaid right of way line, curving to the
left, having a radius of 200.00 feet, a distance of 69.81 feet as
measured along the arc to a point of tangency, thence;

21/ N 78° 13' 00" E, along the aforesaid right of way line a distance
of 9.48 feet to a point, thence;

22/ N 11° 47' 00" W, a distance of 110.00 feet to a point, thence;

23/ N 78° 13' 00" E, a distance of 68.71 feet to a point, thence;

24/ N 52° 13' 00" E, a distance of 353.00 feet to a point, thence;

25/ S 37° 47' 00" E, a distance of 128.00 feet to a point in the
northerly right of way line of Riva Boulevard, thence;

26/ N 52° 13' 00" E, along the aforesaid right of way line a distance
of 72.16 feet to the point and place of beginning.

Containing 21.76 acres.

DB540320046