

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by THE ROLLING MEADOWS, INC. and GOLDSTAR HOMES, INC., hereafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Leon County, State of Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to LOUVENIA MEADOWS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Rolling Meadows, Inc., and Goldstar Homes, Inc., their successors and assigns.

ARTICLE II Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the association to suspend the voting rights and right to use of the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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(a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership;

(b) January 1, 1995.

ARTICLE IV Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the

recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the

assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-half of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject

thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: 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 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
Land Use and Building Type

No lot shall be used except for residential purposes.

**ARTICLE VI
Dwelling Size**

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No dwelling shall be permitted on any lot unless it is at least 1040 square feet.

**ARTICLE VII
Building Location**

No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the Leon County Building Codes.

**ARTICLE VIII
Nuisances**

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

**ARTICLE IX
Signs**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four square feet to advertise the property for sale or lease.

**ARTICLE X
Livestock and Poultry**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

**ARTICLE XI
Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall

any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE XII General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Restatement of Declaration of Covenants, Conditions and Restrictions.

Section 6. Common Area. The common area cannot be conveyed or mortgaged without the consent of 2/3 vote of each class of members of the association.

Signed, sealed and delivered
in the presence of:

Lisa Kent
Lisa Kent
Thomas C. McCarty
Witnesses Thomas C. McCarty

Lisa Kent
Lisa Kent
Thomas C. McCarty
Witnesses Thomas C. McCarty

THE ROLLING MEADOWS, INC.

BY:

J. Oliver Miller as its president

GOLDSTAR HOMES, INC.

BY:

Price H. Vincent as its president
PRICE H. VINCENT

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STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me by an Affidavit, on behalf of The Rolling Meadows, Inc., and Price H. Vincent, on behalf of Goldstar Homes, Inc., who are personally known to me and who did not take an oath.

WITNESS my hand and seal this 21st day of February, 1992.



NOTARY PUBLIC Lisa Kent



LISA KENT
MY COMMISSION # CC 177589 EXPIRES
February 3, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

This instrument prepared by:

SMITH AND THOMPSON, P.A.
1530 Metropolitan Boulevard
Tallahassee, Florida 32308

meadows.rc

EXHIBIT "A"

Commence at the Southwest corner of out Lot #1 of a replat of THE MEADOWS AT WOODRUN, as per map or plat thereof recorded in Plat Book 7, Page 27 of the Public Records of Leon County, Florida, said corner also being the Southwest corner of Lot 24, Block "C" of THE MEADOWS AT WOODRUN, Unit #3, as per map or plat thereof recorded in Plat Book 8, Page 57, of the Public Records of Leon County, Florida; and run thence along the Westerly boundary of said lands as follows: North 09°00'58" West (bearing base) 155.00 feet; thence South 72°18'26" West 3.96 feet; thence North 09°01'53" West 60.00 feet; thence North 78°56'15" East 17.76 feet; thence North 08°57'48" West 129.91 feet; thence North 80°58'07" East 289.90 feet; thence North 09°06'56" West 54.97 feet; thence North 29°07'01" East 189.39 feet; thence North 32°50'56" East 275.61 feet; thence North 10°07'15" West 195.29 feet, to a point on the Northerly right of way boundary of WINDMERE ROAD, said point lying on a curve concave to the North; thence along said right of way curve with a radius of 378.67 feet, through a central angle of 10°13'42" for an arc distance of 67.60 feet (the chord of said arc being North 74°11'26" East 67.51 feet); thence North 19°32'09" West 130.00 feet; thence North 49°50'33" West 863.05 feet; thence North 77°57'37" West 173.08 feet to a point on the Southerly boundary of THE MEADOWS AT WOODRUN, Unit 2 and a replat of Lot 1, Block "N" of a replat of THE MEADOWS AT WOODRUN; thence along said boundary of said lands as follows: South 12°58'12" West 16.10 Feet to the Southwest corner of Lot 24, Block "L" of said lands; thence North 54°36'46" West 238.73 feet to a point on the Northerly right of way boundary of BALMORAL DRIVE, said point lying on a curve concave to the North; thence along said curve with a radius of 200.00 feet, through a central angle of 21°41'47" for an arc distance of 75.73 feet (the chord of said arc being South 79°09'03" West 75.28 feet); thence South 89°59'56" West 88.72 feet; thence North 35°03'15" West 129.26 feet; thence North 22°04'26" West 185.96 feet to the Southeast corner of THE MEADOWS AT WOODRUN, Unit #5, as per map or plat thereof recorded in Plat Book 8, Page 96 of the Public Records of Leon County, Florida; thence South 89°54'05" West along the Southerly boundary of said lands a distance of 382.15 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89°54'05" West along said Southerly boundary a distance of 410.00 feet to a point on the Easterly right of way boundary of LOUVINA DRIVE, said point lying on a curve concave to the East; thence along said curve with a radius of 490.09 feet, through a central angle of 33°44'11" for an arc distance of 288.57 feet (the chord of said arc being South 13°18'32" East 284.42 feet); thence South 30°10'37" East along said right of way a distance of 247.19 feet to a point lying on the centerline of a 60.00 foot drainage easement; thence South 81°47'24" East along said centerline a distance of 123.10 feet; thence North 63°54'55" East along said centerline a distance of 42.13 feet; thence North 13°00'02" West 213.85 feet to a point in the centerline of a 60.00 foot proposed roadway; thence North 30°56'58" East 41.67 feet to a point on the Northerly right of way boundary of said proposed roadway; thence North 76°59'58" East along said right of way a distance of 71.08 feet to a point of curve to the right; thence along said right of way curve with a radius of 557.74 feet, through a central angle of 01°53'33" for an arc distance of 18.42 feet (the chord of said arc being North 77°56'44" East 18.42 feet); thence leaving said right of way and run North 226.29 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Commence at a concrete monument marking the Southwest corner of Lot 35, Block "M" of THE MEADOWS AT WOODRUN Unit #5 as recorded in Plat Book 8, Page 96 of the Public Records of Leon County, Florida and run North 89°57'18" East along the South boundary of said Lot 35 a distance of 32.98 feet to the Easterly right of way boundary of a proposed 60 foot roadway for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89°57'18" East along the South boundary of said Lot 35 a distance of 87.02 feet to the Southeast corner of said Lot 35, thence South 82°48'27" West 88.29 feet to a point lying on a curve concave to the Easterly on the Easterly right of way boundary of said proposed 60 foot roadway, thence Northerly along said proposed right of way curve with a radius of 490.06 feet, through a central angle of 01°17'10" for an arc distance of 11.00 feet (the chord of said arc being North 02°58'39" East 11.00 feet) to the POINT OF BEGINNING.

DEDICATION
STATE OF FLORIDA
COUNTY OF LEON

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Know all men by these present that ROLLING MEADOWS INC., a corporation existing under the laws of FLORIDA, the owners in fee simple of the lands shown hereon platted as THE MEADOWS UNIT NO. III and being more particularly described as follows:

Begin at the Northwest corner of Lot 1, Block "B", of THE MEADOWS, UNIT I, as per map or plat thereof recorded in Plat Book 10, Page 28, of the Public Records of Leon County, Florida, said point lying on the Easterly right-of-way boundary of LOUVINIA DRIVE (60 foot right-of-way); thence North 02 degrees 37 minutes 36 seconds West along said Easterly right-of-way boundary, a distance of 348.74 feet to the Southwest corner of Lot 1, Block "D", of THE MEADOWS, UNIT II, as per map or plat thereof recorded in Plat Book 10, Page 43, of the Public Records of Leon County, Florida; thence leaving said Easterly right-of-way boundary and run North 80 degrees 39 minutes 49 seconds East along the South boundary of said Unit II, a distance of 246.26 feet to a point lying on the Westerly boundary of a 60 foot drainage easement recorded with THE MEADOWS, UNIT I, thence Southerly along said boundary as follows:

South 31 degrees 22 minutes 53 seconds West 112.58 feet; thence South 01 degrees 41 minutes 26 seconds West 74.74 feet to a point lying on the Northerly right-of-way boundary of GLENDALIN ROAD (60 foot right-of-way); thence leaving said Westerly boundary and run North 80 degrees 39 minutes 49 seconds East along said Northerly right-of-way boundary, a distance of 61.13 feet to a point lying on the Easterly boundary of the aforesaid 60 foot drainage easement; thence leaving said Northerly right-of-way boundary and run Northerly along said Easterly boundary as follows: North 01 degrees 41 minutes 26 seconds East 47.14 feet; thence North 31 degrees 22 minutes 53 seconds East 141.62 feet; thence leaving said Easterly boundary and run South 83 degrees 37 minutes 08 seconds East 135.66 feet to a point lying on the Westerly right-of-way boundary of ULMER COURT (proposed 60 foot right-of-way), said point lying on a curve concave Northeasterly; thence along said right-of-way curve with a radius of 320.62 feet, through a central angle of 15 degrees 43 minutes 03 seconds, for an arc distance of 87.95 feet (the chord of said arc being South 01 degrees 28 minutes 39 seconds East 87.68 feet) to a point of reverse curve; thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet (the chord of said arc being South 35 degrees 39 minutes 49 seconds West 42.43 feet) to a point lying on the aforesaid Northerly right-of-way boundary of GLENDALIN ROAD; thence North 80 degrees 39 minutes 49 seconds East along said Northerly right-of-way boundary, a distance of 120.00 feet to a point lying on the Easterly right-of-way boundary of the aforesaid ULMER COURT, said point lying on a curve concave Easterly; thence along said right-of-way curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet (the chord of said arc being North 54 degrees 20 minutes 11 seconds West 42.43 feet), to a point of compound curvature; thence along said right-of-way curve with a radius of 260.62 feet, through a central angle of 30 degrees 34 minutes 12 seconds, for an arc distance of 139.05 feet (the chord of said arc being North 05 degrees 56 minutes 55 seconds East 137.41 feet); thence leaving said Easterly right-of-way boundary and run North 77 degrees 38 minutes 08 seconds East 112.78 feet; thence North 69 degrees 03 minutes 48 seconds East 65.10 feet; thence North 63 degrees 44 minutes 14 seconds East 65.10 feet; thence North 58 degrees 24 minutes 39 seconds East 65.10 feet; thence North 53 degrees 05 minutes 04 seconds East 65.10 feet; thence North 47 degrees 45 minutes 29 seconds East 65.10 feet; thence North 30 degrees 17 minutes 48 seconds East 151.44 feet; thence North 40 degrees 09 minutes 27 seconds East 200.00 feet to a point lying on the Southerly right-of-way boundary of WINDERMERE ROAD (60 foot right-of-way); thence South 49 degrees 50 minutes 33 seconds East along said Southerly right-of-way boundary, a distance of 94.37 feet to a point; thence leaving said Southerly right-of-way boundary and run North 40 degrees 09 minutes 27 seconds East 60.00 feet to a point lying on the Northerly right-of-way boundary of the aforesaid WINDERMERE ROAD, said point lying on a curve concave Northeasterly; thence along said curve with a radius of 272.73 feet, through a central angle of 50 degrees 16 minutes 42 seconds, for an arc distance of 239.33 feet (the chord of said arc being South 74 degrees 58 minutes 54 seconds East 231.72 feet), to a point lying on the Westerly boundary of THE REPLAT OF THE MEADOWS AT WOODRUN, as per map or plat thereof recorded in Plat Book 7, Page 27, of the Public Records of Leon County, Florida; thence South 10 degrees 07 minutes 15 seconds East along said Westerly boundary, a distance of 60.00 feet to a point lying on the Southerly right-of-way boundary of WINDERMERE ROAD; thence continue Southerly and Westerly along said Westerly boundary as follows: South 10 degrees 07 minutes 15 seconds East 135.29 feet; thence South 32 degrees 50 minutes 56 seconds West 275.61 feet; thence South 29 degrees 07 minutes 01 seconds West 189.39 feet; thence South 09 degrees 06 minutes 56 seconds East 54.97 feet; thence South 80 degrees 58 minutes 07 seconds West 289.90 feet to the Northeast corner of THE MEADOWS, UNIT I; thence South 80 degrees 56 minutes 23 seconds West along the North boundary of THE MEADOWS, UNIT I, a distance of 964.33 feet to the POINT OF BEGINNING. Containing 14.246 acres, more or less.

SUBJECT TO:

Conservation easements, more particularly described as follows:

Begin at a point North 80 degrees 56 minutes 23 seconds East 260.70 feet of the Northwest corner of THE MEADOWS, UNIT I, as per map or plat thereof recorded in Plat Book 10, Page 23, of the Public Records of Leon County, Florida, and run thence North 14 degrees 16 minutes 20 seconds West 18.07 feet; thence North 58 degrees 16 minutes 51 seconds West 80.16 feet; thence North 50 degrees 05 minutes 15 seconds East 85.41 feet; thence North 01 degrees 41 minutes 26 seconds East 14.93 feet to a point lying on the Southerly right-of-way boundary of GLENDALIN ROAD (60 foot right-of-way); thence North 80 degrees 39 minutes 49 seconds East along said Southerly right-of-way boundary, a distance of 20.38 feet; thence leaving said Southerly right-of-way boundary and run South 01 degrees 41 minutes 26 seconds West 27.21 feet; thence South 20 degrees 05 minutes 38 seconds East 103.08 feet, to a point lying on the Northerly boundary of the aforesaid, Unit I; thence South 80 degrees 56 minutes 23 seconds West along said Northerly boundary, a distance of 48.36 feet to the POINT OF BEGINNING. Containing 0.170 acres, more or less.

ALSO:

Begin at a point North 80 degrees 56 minutes 23 seconds East 260.70 feet of the Northwest corner of THE MEADOWS, UNIT I, as per map or plat thereof recorded in Plat Book 10, Page 23, of the Public Records of Leon County, Florida, and run thence North 20 degrees 05 minutes 38 seconds West 103.21 feet; thence North 01 degrees 41 minutes 26 seconds East 24.05 feet to a point lying on the Southerly right-of-way boundary of GLENDALIN ROAD (60 foot right-of-way); thence North 80 degrees 39 minutes 49 seconds East along said Southerly right-of-way boundary, a distance of 20.38 feet; thence leaving said Southerly right-of-way boundary and run South 01 degrees 41 minutes 26 seconds West 75.93 feet; thence South 51 degrees 03 minutes 55 seconds East 73.16 feet to a point lying on the Northerly boundary of the aforesaid, Unit I; thence South 80 degrees 56 minutes 23 seconds West along said Northerly boundary a distance of 40.65 feet to the POINT OF BEGINNING. Containing 0.052 acres, more or less.