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STATE OF GEORGIA
COUNTY OF COBB

Reference to Declarant (Grantor): Cousins Real Estate Corporation
Reference to Echo Mill Declaration: Deed Book 8501
Page 213

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS ("Declaration") is made this 10th day of July, 1998, by Cousins Real Estate Corporation, a Georgia corporation ("Declarant") and consented and agreed to by the Echo Mill Neighborhood Association, Inc., a Georgia non-profit corporation (the "Echo Mill Association").

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto ("Property") for development and subdivision into lots for use and occupancy as detached residences for single families ("Lots"); and

WHEREAS, Declarant also is the developer of the "Echo Mill," an existing subdivision lying and being adjacent to or in the vicinity of, and immediately across the public street from, the Property, and which is described in and subject to that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded on September 26, 1994, in Deed Book 8501, Page 213 *et seq.*, of the Office of the Clerk of the Superior Court of Cobb County, Georgia (as amended and supplemented from time to time, the "Echo Mill Declaration"); and

WHEREAS, Declarant desires to impose upon the Property maintenance and design standards equivalent to those imposed upon Echo Mill by and through the Echo Mill Declaration, which standards shall be for the benefit of the owners of Lots within the Property ("Owners") and the owners of lots within Echo Mill ("Echo Mill Owners"); and

WHEREAS, pursuant to the terms of Section 2.1(e) of the Echo Mill Declaration, the Echo Mill Association, acting through its board of directors ("Echo Mill Board"), may permit the use of the common recreational facilities within Echo Mill ("Recreational Facilities") by persons other than Echo Mill Owners upon payment of such use fees as the Echo Mill Board may establish; and

WHEREAS, the Echo Mill Board desires to permit the Owners to use the Recreational Facilities upon the payment of such fees as are described in this Declaration;

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NOW, THEREFORE, Declarant hereby subjects the Property, as described on Exhibit "A" hereto, to the provisions of this Declaration. The Property, and all Lots created within the Property, shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Declaration shall be binding upon each Lot Owner and the Echo Mill Association.

Article I
ARCHITECTURE AND LANDSCAPING

1.1. General. No structure shall be placed, erected, installed, or posted upon any Lot, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and the design standards and guidelines promulgated and amended pursuant to this Article ("Design Guidelines").

All dwellings constructed on the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect, unless otherwise acceptable to Declarant in its sole discretion. The initial design and construction of any structure or other improvement on a Lot shall be subject to the approval of Declarant, its assignee or designee, based upon the review of such plans and specifications as may be required in Declarant's discretion.

1.2. Design Review. For as long as Declarant owns any portion of the Property or any portion of the real property subject to the Echo Mill Declaration or such earlier time as determined in the discretion of Declarant ("Declarant Review Period"), Declarant shall have the authority to administer and enforce the Design Guidelines and review and act upon applications for the initial construction of improvements and modifications to existing improvements within the Property. For as long as Declarant owns any portion of the Property or any portion of the real property subject to the Echo Mill Declaration, there shall be no surrender of this authority except in a written instrument in recordable form executed by Declarant.

Following the expiration of the Declarant Review Period, no approval shall be required for the construction or modification of improvements, but such work shall be subject to the Design Guidelines and the procedures set forth in Section 1.3(b)(ii) below.

Declarant may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

1.3. Standards and Procedures.

(a) Design Guidelines. Declarant shall prepare, and shall have sole and full authority to amend, the Design Guidelines during the Declarant Review Period. Thereafter, the Design

Guidelines may be amended only upon the approval of at least 80% of the Owners and the consent of the Echo Mill Association, which consent shall not unreasonably be withheld or delayed. The Design Guidelines are intended to provide guidance regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of Declarant and compliance with the Design Guidelines does not guarantee approval of any application.

Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no other limitation on the scope of amendments to the Design Guidelines and amendments may remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

Declarant shall make the Design Guidelines available to Owners and builders who engage in development or construction within the Property and all such persons shall conduct their activities in accordance with the Design Guidelines. In Declarant's discretion, the Design Guidelines may be recorded with the Office of the Superior Court of Cobb County, Georgia, in which case, such recorded Design Guidelines shall be a part of this Declaration.

(b) Procedures.

(i) During Declarant Review Period. During the Declarant Review Period, no activities within the scope of Section 1.1 shall commence upon any Lot until an application for approval of the proposed work has been submitted to and approved by Declarant or its designee. Such application shall be in the form required by Declarant and shall include plans and specifications ("Plans") showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor, and other features of proposed construction, as applicable. Declarant may require the submission of such additional information as it deems necessary to consider any application. The Plans shall be in such form and shall contain such information as Declarant may reasonably require.

In reviewing each submission, Declarant may consider (but shall not be limited to consideration of) the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of Declarant may be based on purely aesthetic considerations. Declarant shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as they are made in good faith and in accordance with the procedures set forth herein.

All work shall be completed within one year of commencement or such shorter period as Declarant may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in Declarant's sole discretion.

(ii) Following Declarant Review Period. Following the Declarant Review Period, any person seeking to construct or modify an improvement on a Lot ("Applicant") shall provide written notice, including proposed Plans, to each Lot Owner and to the Echo Mill Association. The Plans shall depict the proposed improvement relative to the existing condition of the Lot and portray the improvement as it is to appear when complete and shall include a list of the materials to be used.

Any Owner or the Echo Mill Association shall have 20 days from the date of the notice to disapprove such Plans. Any notice of disapproval shall be in writing and shall be delivered to the Applicant within such 20-day period, along with a copy to all other Owners and the Echo Mill Association. The Plans shall be disapproved if notice of disapproval is sent by a majority of Owners (other than the Applicant) or by the Echo Mill Association. Disapproval of Plans is subject to a reasonableness standard of review in light of the Design Guidelines and other relevant factors.

All Owners and their designees who seek to engage in development or construction within the Property shall conduct their activities in accordance with the Design Guidelines. No work under this Article, whether expressly approved or deemed approved pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance is granted in writing pursuant to Section 1.6.

1.4. No Review of Certain Improvements. Any Owner may remodel, paint, or redecorate the interior of structures on his or her Lot without compliance with the procedures set forth in this Article. However, modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to such procedures. No approval or notification shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme, to rebuild in accordance with originally approved plans and specifications, or to make minor landscaping modifications or additions.

1.5. No Waiver of Future Approval or Disapproval. The approval or disapproval of Plans shall not be deemed to constitute a waiver of the right to approve, withhold approval of, or disapprove any similar Plans subsequently or additionally submitted for approval or review.

1.6. Variance. Declarant may authorize variances from compliance with any of its standards and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require; provided, no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

In addition, following the Declarant Review Period, a variance shall be deemed granted if proposed Plans which are inconsistent with the Design Guidelines are affirmatively approved in writing by at least a majority of Owners (other than the Applicant) and the Echo Mill Association.

1.7. Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property only, and shall not create any duty to any person. Neither Declarant, the Echo Mill Association, nor any Owner shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Echo Mill Association, nor any Owner shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

1.8. Enforcement. Any structure, improvement, or landscaping placed or made in violation of this Article or the Design Guidelines shall be deemed to be nonconforming. Upon written request from Declarant or the Echo Mill Association, the Owner shall, at his or her own cost and expense, remove such structure or improvement and restore the real property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant or the Echo Mill Association, after affording the Owner reasonable notice and an opportunity to cure the problem, shall have the right to enter the Lot, remove the violation, and restore the Lot to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, shall be charged against the offending Owner and shall be assessable and enforceable as a lien against the Lot in the same manner as provided in the Echo Mill Declaration for liens against lots within Echo Mill.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained.

Declarant may exclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines from the Property. In such event, neither Declarant, its officers, or directors shall be held liable to any person for exercising the rights granted by this paragraph.

In addition to the foregoing, Declarant, the Echo Mill Association, and each Owner shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and require compliance with the Design Guidelines.

Article II MAINTENANCE OF LOTS

Each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements comprising the Lot in a manner consistent with the standard of maintenance currently required in Echo Mill ("Community Standard"). Maintenance shall include the responsibility for repair and replacement as necessary. Owners shall not permit any structures, equipment, or other items on the exterior portions of a Lot to become rusty, dilapidated or otherwise fall into disrepair.

Article III
USE RESTRICTIONS

3.1. General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. In addition, the Echo Mill Board may, from time to time, without consent of the Owners, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Recreational Facilities.

3.2. Residential and Related Uses. The Property shall be used only for residential and related purposes (which may include, without limitation, an information center and/or a sales office of Declarant) consistent with this Declaration.

3.3. Prohibited or Restricted Activities and Conditions. The following activities and conditions are prohibited or restricted within the Property:

(a) Any occupation, work or activity undertaken on a regular, ongoing basis which involves the conducting of a day-care operation. For purposes of this paragraph, "day-care operation" is defined as providing supervision and care for two or more persons who are unrelated to the care-giver and who do not permanently reside in the Lot where the care is provided in exchange for any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. This prohibition shall apply to any day-care operation, whether (i) it is engaged in full or part-time, (ii) it is intended to or does generate a profit, or (iii) a license is required;

(b) Any construction, erection, or placement of any clothesline, or antenna, satellite dish, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind, permanently or temporarily, on the outside portion of the Lot, whether such portion is improved or unimproved. Notwithstanding the above, a satellite dish measuring one meter or less in diameter may be permitted if found to be in compliance with the standards set forth in the Design Guidelines;

(c) Parking of any vehicles on streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages or areas which are screened from view from neighboring lots and Echo Mill, except on a temporary basis for such period of time as is reasonably necessary to load, unload, or prepare such vehicles for imminent use;

(d) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted on a Lot; however, those pets which are permitted to roam free, or make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots are prohibited and shall be removed from the Property. If the pet owner fails to remove the pet, the Echo Mill Board or any Owner may take appropriate action to remove the pet. Dog owners shall keep their dogs on a leash at all times when outside the boundaries of the Lot;

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(e) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(f) Dumping of petroleum products, fertilizers, or other potentially hazardous or toxic substances in any stream, pond, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. The dumping or storing of grass clippings, leaves, or other biodegradable debris shall be permitted if screened from view of neighboring Lots and Echo Mill;

(g) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in appropriate, closed containers;

(h) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a plat including such Lot has been approved and filed in the public real estate records of Cobb County, Georgia, except that Declarant shall be permitted to subdivide, combine, or replat Lots which it owns;

(i) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a builder approved by Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property; and

(j) Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the Design Guidelines and the provisions of Article I of this Declaration. This shall include, without limitation, mailboxes, signs, basketball hoops, swing

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sets and similar sports and play equipment; garbage cans; above-ground swimming pools; and hedges, walls, dog runs, animal pens, or fences of any kind including, without limitation, invisible pet fences.

3.4. Leasing. Leases shall have a minimum initial term of not less than six months. All leases shall be in writing. Notice of any lease shall be given to each Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee a copy of this Declaration. "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

Article IV RECREATIONAL FACILITIES

4.1. Use of Recreational Facilities. Upon payment of the Use Fee described below, the Owners, their family members, and guests shall have full and complete use of the Recreational Facilities, subject to the same rules and restrictions on the use of the Recreational Facilities as govern the Echo Mill Association's members. The use of such Recreational Facilities shall be on an "AS IS" and "WHERE IS" basis, and Declarant and the Echo Mill Association hereby disclaim any representations or warranties regarding the conditions of or suitability of the Recreational Facilities for a particular purpose.

Use of the Recreational Facilities during any fiscal year by any Owner is conditioned upon payment of the Use Fee for such fiscal year; provided, the Echo Mill Association may, but shall not be obligated to, in its discretion, permit use under other circumstances or conditions.

The right of an Owner to use the Recreational Facilities shall extend to family members and others residing in such Owner's Lot and accompanied guests; provided, the Echo Mill Board may adopt rules limiting the number of guests who may use the Recreational Facilities. An Owner who leases his or her Lot shall be deemed to have assigned all rights to use the Recreational Facilities to the lessee of such Lot for the period of the lease.

4.2. Payment of Use Fees. Each Owner who wishes to use the Recreational Facilities shall pay a Use Fee to the Echo Mill Association for such use. Each Owner understands and acknowledges that the Use Fee is based on an annual budget of common expenses determined by the Echo Mill Association in accordance with the Echo Mill Declaration, which Use Fee may vary from year-to-year; provided, the Use Fee paid by the Owners shall be equal to the "General Assessment" paid by the Echo Mill Association members, as determined by the Echo Mill Board in accordance with the Echo Mill Declaration. The Use Fee shall be due and payable by the Owners at such times and under such terms as the Echo Mill Board requires. Each Owner shall be responsible for any costs or damages the Echo Mill Association incurs as a result of the actions of such Owner, his or her family members, other occupants of the lot, and the Owner's guests.

4.3. Remedies Upon Default. Any Owner who is in violation of the rules and regulations governing the use of, and activities permitted or prohibited within, the Recreational

Facilities, may result in a suspension of the Owner's rights to use the Recreational Facilities under this Declaration. The Owners' rights under this Declaration shall not be terminated without first providing the Owner notice and a reasonable opportunity to be heard in a manner otherwise provided by the Echo Mill Association for its members.

4.4. Release and Indemnity. Each Owner assumes all responsibilities, risks, liabilities, and hazards incidental to the use of the recreational facilities and irrespective of any acts or omissions by Declarant, the Echo Mill Association, or its agents, including without limitation, negligent acts. Each Owner releases and forever discharges Declarant, the Echo Mill Association, and its officers, directors, employees, and agents, and agrees to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of any kind and character (including, without limitation those asserted by the Owner's invitees) for death, personal injury, property damage, or any other liability or damage, including costs, attorneys' fees and settlements, resulting from, arising out of or in connection with this Declaration or the use of the Recreational Facilities.

Article V GENERAL

5.1. Notices. Except as otherwise provided in this Declaration, all notices, demands, bills, statements, and other communications under this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally or by courier, if sent by United States mail, first class postage prepaid, or if delivered by Federal Express, United Parcel Service, or other document delivery service, to the following address:

- (a) if to an Owner, at the address of the Owner's Lot; or
- (b) if to the Echo Mill Association, at its principal office, or at such other address as shall be designated by notice in writing to all Owners.

Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service or a document delivery service. Personal delivery or courier of such written notice shall be deemed to have been given at the time of delivery.

5.2. Enforcement. This Declaration is enforceable by any means available at law or in equity, unless otherwise specified or limited, by any Owner or the Echo Mill Association. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Echo Mill Association may perform such maintenance responsibilities and assess all costs incurred against the Lot and the Owner. In such event, the Echo Mill Association may record a lien against the Lot, which lien shall be governed by Article VIII of the Echo Mill Declaration as applies to the members of the Echo Mill Association. The Echo Mill Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

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In addition, for so long as Declarant is the Owner of any portion of the Property or any real property which is subject to the Echo Mill Declaration, Declarant may enforce this Declaration as provided herein or in any other manner permitted of the Echo Mill Association.

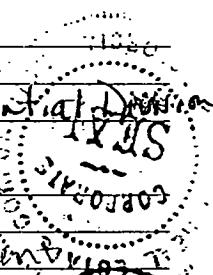
5.3. Limitation of Rights and Interests. Notwithstanding any rights or obligations conferred or imposed by this Declaration, Owners shall not be: (a) members of the Echo Mill Association or entitled to vote on Association matters; or (b) subject to the Echo Mill Association's general jurisdiction.

5.4. Amendment. For so long as it is the Owner of any Lot within the Property, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter, this Declaration may be amended by the consent of the Owners of at least 80% of the Lots within the Property, as evidenced by a written instrument signed by such Owners and recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia, and the written consent of the Echo Mill Association, by and through the Echo Mill Board. In addition, for so long as Declarant owns any property subject to the Echo Mill declaration, any amendment shall require the written consent of Declarant.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

DECLARANT: COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By: [Signature]
Name: Bruce E. Smith
Its: President - Residential Division
Attest: [Signature]
Name: Kelly H Barrett
Its: Senior Vice President



Signed, sealed and delivered this 10th day of July, 1998,
in the presence of:

[Signature]
WITNESS
[Signature]
PUBLIC
[Signature]
NOTARY PUBLIC



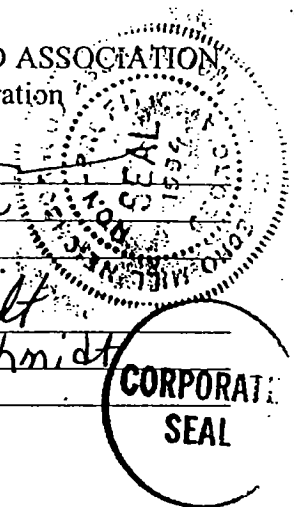
Notary Public, Cherokee County, Georgia
My Commission Expires March 8, 2000

CONSENT OF ECHO MILL ASSOCIATION

ASSOCIATION: ECHO MILL NEIGHBORHOOD ASSOCIATION
INC., a Georgia non-profit corporation

By: [Signature]
Name: Bruce E. Smith
Its: President

Attest: [Signature]
Name: Deloris A. Schmidt
Its: Secretary



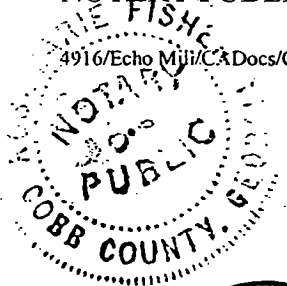
Signed, sealed and delivered this 10th day
of July, 1998,
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

Notary Public, Cobb County, Georgia.
My Commission Expires August 27, 1999.

4916/Echo Mill/CA Docs/CCRS-outparcel



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EXHIBIT "A"

Legal Description of the Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 214 and 231 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows.

Beginning at the intersection of the southerly line of Land Lot 214 and the easterly right-of-way of Corner Road (having a 25 foot right-of way); thence along said easterly right-of-way North 02°05'16" East, 395.39 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence leaving said easterly right-of-way South 89°00'36" East, 472.16 feet to a point; thence South 02°52'34" West, 905.23 feet to a point; thence North 88°58'31" West, 471.54 feet to a point on said easterly right-of-way; thence along said easterly right-of-way North 02°50'16" East, 904.93 feet to a point; said point being the POINT OF BEGINNING.

Said tract or parcel of land contains 9.80 acres.

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