

AFTER RECORDING RETURN TO:

Name: Law Office of Robert D. Weisfield  
Address: P. O. Box 421  
City/State: Bingen, WA 98605-0421

Document Title(s): (or transactions contained therein)

1. Declaration of Protective Covenants
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_ of document

Grantor(s): (Last name first, then first name and initials)

1. SDS Co., LLC
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document

Grantee(s): (Last name first, then first name and initials)

1. The Public
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter

ptn. SE4 NWA & Gov't. Lot 2 Sec. 22, T3N, R10 EWM

☐ Complete legal description is on pages 6-8 of document <sup>65</sup> *VC*

Assessor's Property Tax Parcel/Account Number(s): 03102200090100 (ptn.)

After recording return to:  
SDS Co, LLC  
P.O. Box 266  
Bingen, WA 98605

## DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner of all the subject property legally described on Exhibits A, B and C, attached hereto and incorporated herein as though fully set forth, hereinafter referred to as the "Property", and further defined by the survey map attached hereto as Exhibit D showing the division of the Property into buildable parcels, hereinafter referred to as "Lot" or "Lots", does hereby declare that the following conditions, covenants and restrictions shall become and are hereby made a part of the Property and all conveyances which are hereafter made with any portion of the Property.

1. Purpose and Enforcement. The purpose of these covenants and restrictions is to ensure the use of the Property for attractive residential purposes, to prevent nuisances, to maintain the desired tone of the community, and to secure to each Property owner the full benefit and enjoyment of their property with no greater restriction on the free and undisturbed use of the Property than is necessary to ensure the same advantage to other Property owners.

Use and development of the Property will be in conformance with applicable federal, state and local laws, regulations and ordinances, and these covenants supplement the aforementioned provisions insofar as they may be more restrictive than said laws, regulations and ordinances.

Any deed, lease, conveyance or contract made in violation of these covenants and restrictions shall be voidable and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators or assigns shall be deemed parties to the same effect as original signers. If any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, the court may award damages to the prevailing party as well as costs and expenses, including reasonable attorney's fees and costs of consultants and/or experts who appear as witnesses at such proceedings shall be taxed against the offending or losing party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed, until paid and such lien may be enforced in such manner as the law may allow. Should any mortgage or deed of trust be foreclosed upon on the Property to which that instrument refers then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such Property shall be subject to and be bound by all the covenants and restrictions enumerated herein.

2. Use of the Property. Each and every Lot within the Property shall be used for residential purposes only, together with such accessory uses as are allowed by law. All buildings or structures erected upon any of the Lots of the Property shall be fully constructed on site, and no buildings or structures shall be moved from other locations onto said premises. No trailer, motor home or other recreational vehicles used as living accommodations, geodesic domes, A-frames, canvas or tent-like buildings shall be allowed on the Property.

3. General Restrictions/Nuisances Prohibited. None of the Property shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No noxious or offensive odors or activities shall be permitted, nor shall anything which may become a nuisance to other owners.

All rubbish, trash or garbage shall be kept in a container, shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No trash, litter, junk containers, garbage containers, tarps, bottles or cans shall be permitted to remain exposed on the Property so as to be visible from neighboring Lots or from the subdivision's streets.

No outside storage of vehicle shells, junk vehicles, tractors, implements, or other heavy machinery, shall be allowed on the Property, except for equipment used in construction as provided below. The permanent storage of recreational vehicles, trailers, boats or animal trailers shall be allowed, provided that such items are housed within a garage or screened to not be visible from neighboring Lots or from the subdivision's streets. Temporary covers, temporary garage type buildings or tarps covering stored materials shall be prohibited.

Above ground storage tanks shall not be erected or permitted on the Property, except for household propane tanks and water tanks for the purposes of fighting fires that are located or screened as to not be visible from neighboring Lots or from the subdivision's streets.

No manufacturing, industrial or commercial activity shall be conducted or maintained on the Property, nor shall the Property be used for the storage of commercial equipment, vehicles and supplies.

Each Lot owner shall, at his own cost and expense, maintain the Lot, including all structures and yard area located thereon, keeping the same neat and clean, excepting only normal wear and tear.

No animals, livestock or poultry of any kind shall be raised, bred or kept for any purpose. Household pets shall be allowed for the owner's personal use as long as they are not a nuisance to other owners. Fences shall be allowed only for household pets but shall not be of a height greater than 60 inches. Any fences constructed on the Property shall be maintained and designed to not impair the view of other Lot owners.

No signs or other advertising device shall be erected, maintained or displayed on any Lot.

No outside lighting shall be installed that is not shielded in such a way as to minimize impacts upon neighboring properties.

All utility services throughout the development shall be below ground.

4. The Property To Be Used For Single Family Residences. None of the Property shall be used for other than single family residential purposes. Any single-family residence must contain at least 1,600 square feet of living space not including the garage area. Architectural design, materials and colors of homes on the Property shall be of a style and fashion that are complimentary to and have an appearance of being in context with the natural surroundings. Landscape design shall use native plants to the maximum extent possible and be complimentary to and have the appearance of blending harmoniously with natural surroundings and the landscaping of neighboring Lots.

5. Completion and Construction. The owners shall have a period of 365 days within which to complete the exterior of buildings under construction. During construction, construction materials shall be stored neatly and shall not be allowed to blow upon adjoining Property nor be permitted to become a fire hazard.

If all or any portion of a residence or other building located on the Property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with due diligence, to rebuild, repair or reconstruct such structure within twelve months after damage occurs, unless prevented by causes beyond the control of the owner; provided, however, that the owner may elect not to rebuild, repair or reconstruct such structure, in which case the surface of the Property shall be returned to its natural condition and all debris removed there from within twelve months after said occurrence.

6. Remedies. Violations of these covenants and restrictions are declared to be a nuisance and shall be deemed to be an unlawful use of the Property. When any landowner perceives that a covenant has been broken and wants the covenant enforced, the aggrieved landowner may request and coordinate a meeting be convened with a minimum of 15 days advance notice, to be held in a location and a time of general convenience to all concerned, to which all the owners of Property in the Subdivision will be invited to attend. The majority of the landowners in attendance shall be the adjudicating board. If any party is aggrieved by the decision of the adjudicative board, or if the board cannot reach consensus, the matter may be taken to binding arbitration for settlement. The prevailing party shall be entitled to reasonable expenses incurred.

7. Developer Held harmless. The developer has made no promises or warranties, expressed or implied. The developer expressly disclaims the adequacy of these covenants and restrictions and specifically advises each purchaser to review the covenants and restrictions to determine for him or herself the adequacy and enforceability of said covenants and restrictions. The developer further specifically disclaims any duty to enforce any of the above-stated covenants and restrictions recognizing that any Lot owner is entitled to enforce the covenants and restrictions herein.

8. Force and Effect. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9. Common Area Terms, Conditions and Maintenance Agreement. The Common Area identified in Exhibit "E" and legally described on Exhibit "F" is for the benefit of owners of Lots 1, 2 and 3 ("Owners"). Any subsequent Lots created by the re-division of Lots 1, 2 or 3 will not share in access to the common area. Owners of Lots 1, 2 and 3 will each have the right to use and enjoy common area subject to these Covenants and other agreements as owners of Lots 1, 2 and 3 agree upon in writing. Any landscaping or improvements in the common area must be agreed upon in writing by all Owners. Cost and maintenance of any landscaping or improvements constructed within the common area, shall be borne equally by the number of benefiting Lot Owners. A Lot Owner may choose not to participate in the cost of landscaping or improvements in the common area, however all such improvements will be for the benefit and use of those who share in the cost of construction alone. A non-contributing Lot Owner may pay a proportionate share that is agreed upon by the parties at a later time in order to enjoy use and benefit of common area improvements. Rules defining the terms of use of any improvements constructed in the common area shall be agreed upon in writing by all parties participating in the cost of construction and maintenance.

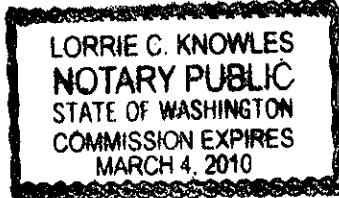
DATED: Feb 22, 2008.

  
\_\_\_\_\_  
JASON SPADARO, President  
SDS COMPANY, LLC

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KICKAPAT )

On this 22<sup>nd</sup> day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jason Spadaro to me known to be President of SDS Company, LLC, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



*Lorrie C. Knowles*  
Notary Public in and for the State of  
Washington, residing at White Salmon therein.  
My commission expires 3/4/10.



EXHIBIT "A"

LOT 1

A TRACT OF LAND BEING IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN AND THAT PORTION OF GOVERNMENT LOT 2 OF SAID SECTION 22, LYING NORTHERLY OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY RIGHT-OF-WAY, EXCEPTING FROM SAID GOVERNMENT LOT 2 THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 8 (NOW STATE HIGHWAY NO. 14), BY INSTRUMENT DATED FEBRUARY 26, 1934, RECORDED MAY 15, 1934, IN BOOK "X" OF DEEDS AT PAGE 516, UNDER AUDITOR'S FILE NO. 19446, RECORDS OF SKAMANIA COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH  $01^{\circ}07'18''$  WEST 2216.96 FEET TO THE NORTH LINE OF THE TRACT OF LAND CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 14; THENCE FOLLOWING THE NORTHERLY LINE OF SAID STATE HIGHWAY NO. 14 OVER THE NEXT NINE (9) COURSES; 1.) SOUTH  $83^{\circ}40'58''$  WEST, 88.49 FEET; 2.) NORTH  $06^{\circ}19'02''$  WEST, 100.00 FEET; 3.) SOUTH  $83^{\circ}40'58''$  WEST, 400.00 FEET; 4.) SOUTH  $06^{\circ}19'02''$  EAST, 150.00 FEET; 5.) SOUTH  $83^{\circ}40'58''$  WEST, 200.00 FEET; 6.) NORTH  $06^{\circ}19'02''$  WEST, 50.00 FEET; 7.) SOUTH  $83^{\circ}40'58''$  WEST, 300.00 FEET; 8.) SOUTH  $06^{\circ}19'02''$  EAST, 50.00 FEET; 9.) SOUTH  $83^{\circ}40'58''$  WEST, 357.67 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 2; THENCE NORTH  $00^{\circ}58'40''$  EAST, 384.91 FEET TO THE TOP OF A BLUFF; THENCE FOLLOWING THE TOP OF SAID BLUFF OVER THE NEXT ELEVEN (11) COURSES; 1.) THENCE SOUTH  $64^{\circ}03'02''$  EAST, 78.25 FEET; 2.) THENCE NORTH  $70^{\circ}52'02''$  EAST, 95.05 FEET; 3.) THENCE NORTH  $67^{\circ}59'14''$  EAST, 74.00 FEET; 4.) THENCE SOUTH  $72^{\circ}28'32''$  EAST, 80.86 FEET; 5.) THENCE SOUTH  $53^{\circ}16'21''$  EAST, 53.24 FEET; 6.) THENCE SOUTH  $81^{\circ}06'20''$  EAST, 93.29 FEET; 7.) THENCE SOUTH  $77^{\circ}17'57''$  EAST, 129.17 FEET; 8.) THENCE NORTH  $59^{\circ}08'32''$  EAST, 57.93 FEET; 9.) THENCE SOUTH  $80^{\circ}00'19''$  EAST, 64.47 FEET; 10.) THENCE NORTH  $81^{\circ}34'25''$  EAST, 109.70 FEET; 11.) THENCE SOUTH  $60^{\circ}25'27''$  EAST, 87.78 FEET; THENCE NORTH  $00^{\circ}27'45''$  EAST, 382.41 FEET; THENCE NORTH  $70^{\circ}43'30''$  EAST, 24.74 FEET; THENCE NORTH  $00^{\circ}27'45''$  EAST, 1730.00 FEET TO A POINT ON THE NORTH OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH  $89^{\circ}01'17''$  EAST, 464.20 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 AND THE POINT OF BEGINNING.

AREA OF LOT 1 (CONTAINS 28.30 ACRES MORE OR LESS).

EXHIBIT "B"

LOT 2

A TRACT OF BEING IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN AND THAT PORTION OF GOVERNMENT LOT 2 OF SAID SECTION 22, LYING NORTHERLY OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY RIGHT-OF-WAY, EXCEPTING FROM SAID GOVERNMENT LOT 2 THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 8 (NOW STATE HIGHWAY NO. 14), BY INSTRUMENT DATED FEBRUARY 26, 1934, RECORDED MAY 15, 1934, IN BOOK "X" OF DEEDS AT PAGE 516, UNDER AUDITOR'S FILE NO. 19446, RECORDS OF SKAMANIA COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE NORTH  $89^{\circ}01'17''$  WEST, 464.20 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TO THE POINT OF BEGINNING OF SAID LOT 2; THENCE SOUTH  $00^{\circ}27'45''$  WEST, 1730.00 FEET; THENCE SOUTH  $70^{\circ}43'30''$  WEST, 24.74 FEET; THENCE SOUTH  $00^{\circ}27'45''$  WEST, 382.41 FEET TO THE TOP OF A BLUFF; THENCE FOLLOWING THE TOP OF SAID BLUFF OVER THE NEXT FIVE (5) COURSES; 1.) THENCE NORTH  $60^{\circ}25'27''$  WEST, 87.78 FEET; 2.) THENCE SOUTH  $81^{\circ}34'25''$  WEST, 109.70 FEET; 3.) THENCE NORTH  $80^{\circ}00'19''$  WEST, 64.47 FEET; 4.) THENCE SOUTH  $59^{\circ}08'32''$  WEST, 57.93 FEET; 5.) THENCE NORTH  $77^{\circ}17'57''$  WEST, 82.19 FEET; THENCE NORTH  $00^{\circ}55'04''$  EAST, 324.78 FEET; THENCE NORTH  $76^{\circ}51'38''$  WEST, 53.05 FEET; THENCE NORTH  $00^{\circ}55'04''$  EAST, 1764.60 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH  $89^{\circ}01'17''$  EAST, 436.91 FEET ALONG LAST SAID NORTH LINE BACK TO THE POINT OF BEGINNING.

AREA OF LOT 2 (CONTAINS 20.85 ACRES MORE OR LESS).



EXHIBIT "C"

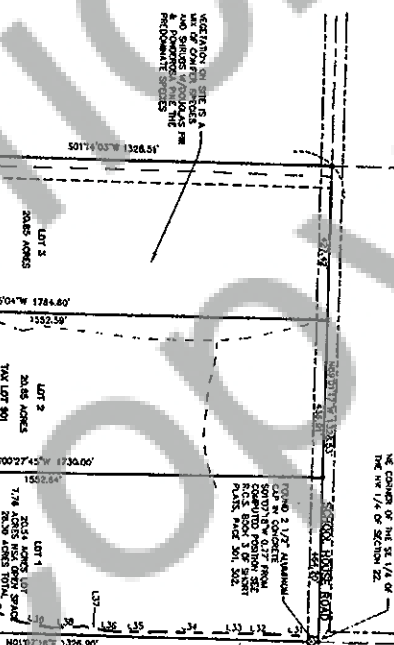
LOT 3

A TRACT OF LAND BEING IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN AND THAT PORTION OF GOVERNMENT LOT 2 OF SAID SECTION 22, LYING NORTHERLY OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY RIGHT-OF-WAY, EXCEPTING FROM SAID GOVERNMENT LOT 2 THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 8 (NOW STATE HIGHWAY NO. 14), BY INSTRUMENT DATED FEBRUARY 26, 1934, RECORDED MAY 15, 1934, IN BOOK "X" OF DEEDS AT PAGE 516, UNDER AUDITOR'S FILE NO. 19446, RECORDS OF SKAMANIA COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE NORTH  $89^{\circ}01'17''$  WEST, 901.11 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TO THE POINT OF BEGINNING OF SAID LOT 3; THENCE SOUTH  $00^{\circ}55'04''$  WEST, 1764.60 FEET; THENCE SOUTH  $76^{\circ}51'38''$  EAST, 53.05 FEET; THENCE SOUTH  $00^{\circ}55'04''$  WEST, 324.78 FEET TO THE TOP OF A BLUFF; THENCE FOLLOWING THE TOP OF SAID BLUFF OVER THE NEXT SEVEN (7) COURSES; 1.) THENCE NORTH  $77^{\circ}17'57''$  WEST, 46.98 FEET; 2.) THENCE NORTH  $81^{\circ}06'20''$  WEST, 93.29 FEET; 3.) THENCE NORTH  $53^{\circ}16'21''$  WEST, 53.24 FEET; 4.) THENCE NORTH  $72^{\circ}28'32''$  WEST, 80.86 FEET; 5.) THENCE SOUTH  $67^{\circ}59'14''$  WEST, 74.00 FEET; 6.) THENCE SOUTH  $70^{\circ}52'02''$  WEST, 95.05 FEET; 7.) THENCE NORTH  $64^{\circ}03'02''$  WEST, 78.25 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 2; THENCE NORTH  $00^{\circ}58'40''$  EAST, 724.10 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH  $01^{\circ}14'03''$  EAST, 1328.51 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH  $89^{\circ}01'17''$  EAST, 427.42 FEET TO THE POINT OF BEGINNING

AREA OF LOT 3 (CONTAINS 20.85 ACRES MORE OR LESS).

LOCATED IN SE 1/4, NW 1/4 & GOVERNMENT LOT 2  
SECTION 22, T. 3N., R. 10E., W.M.  
SKAMANIA COUNTY, WASHINGTON



ATES, MAKES NO WARRANTY AS TO MATTERS OF  
ADVISE POSSESSION, ESTOPPEL, ACQUISITION

30,000 sq. ft.

10,000 sq. ft.

KLEIN & ASSOC.

**Abstract**

[illegible]

## REFERENCES SURVEYS

1. CLASH EXHAUSTING BOOK 1 OF SURVEYS, PAGE 165.
2. PLATOON SURVEYING BOOK 3 OF SURVEYS, PAGE 114.
3. K&E, W. TRENCH BOOK 3 OF SURVEYS, PAGE 434, 435.
4. W&L DESIGN BOOK 3 OF SPORT PLANS, PAGE 301, 302.

**AUDITOR'S CERTIFICATE:**

FILED FOR RECORD THIS 5 DAY OF February  
2008 IN BOOK \_\_\_\_\_ OF SERIES AT PAGE \_\_\_\_\_ AT THE  
REQUEST OF JAMES H. RUD, REGISTERED LAND SURVEYOR  
NO. 42860. AF 2008106904  
The Public Land Office  
DEPUTY MINISTER DATE 2/5/08

**SURVEYOR'S CERTIFICATE:**  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME  
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY  
RECORDING ACT AT THE REQUEST OF JASON SPADARO,  
OCTOBER, 2007.

Approved on 11/1/08  
JAMES M. KUDEN R-1-08  
DATE  
REGISTERED PROFESSIONAL LAND SURVEY ENGINEER



SHEET 1 OF 2  
ILLUSTRATION  
STAMPA COUNTY, MASSACHUSETTS  
1/4 SEC T. R

|    |    |    |     |
|----|----|----|-----|
| 88 | 22 | 3N | 10E |
| 88 | 22 | 3N | 10E |

10

[illegible]

Exhibit D, page 1 of 1

LOCATED IN SE 1/4, NW 1/4 & GOVERNMENT LOT 2  
SECTION 22, T. 3N., R. 10E., W.M.  
SKAMANIA COUNTY, WASHINGTON



## LINE STABLE

7

31

- 1**

**CHANDLER**  
**SOS LUMBER CO.**

Unit

2

34

Top:

1

1

100

[illegible]

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EXHIBIT "F"  
COMMON AREA LEGAL DESCRIPTION

A COMMON AREA ON THAT PORTION OF LOTS 2 AND 3 AS SHOWN ON EXHIBIT "E" OF THIS DECLARATION OF PROTECTIVE COVENANTS, LOCATED IN A PORTION OF GOVERNMENT LOT 2 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH  $00^{\circ}58'40''$  WEST, 719.94 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH  $89^{\circ}01'20''$  EAST, 307.71 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 ALSO BEING AT THE TOP OF A BLUFF AS SHOWN ON EXHIBIT B AND C OF THIS DESCRIPTION AND THE POINT OF BEGINNING; THENCE NORTH  $27^{\circ}26'22''$  EAST, 56.56 FEET; THENCE NORTH  $42^{\circ}41'02''$  EAST, 56.30 FEET; THENCE NORTH  $57^{\circ}58'03''$  EAST, 56.85 FEET; THENCE NORTH  $73^{\circ}12'44''$  EAST, 56.01 FEET; THENCE SOUTH  $87^{\circ}07'42''$  EAST, 43.54 FEET; THENCE SOUTH  $71^{\circ}26'59''$  EAST, 36.63 FEET; THENCE SOUTH  $54^{\circ}05'41''$  EAST, 52.03 FEET; THENCE SOUTH  $60^{\circ}24'51''$  EAST, 136.84 FEET; THENCE SOUTH  $88^{\circ}04'19''$  EAST, 38.14 FEET; THENCE NORTH  $79^{\circ}44'51''$  EAST, 38.86 FEET; THENCE NORTH  $60^{\circ}22'46''$  EAST, 15.53 FEET; THENCE SOUTH  $60^{\circ}25'27''$  EAST, 71.84 FEET; THENCE SOUTH  $00^{\circ}27'45''$  WEST, 85.85 FEET MORE OR LESS TO THE TOP OF SAID BLUFF; THENCE IN A WESTERLY DIRECTION ALONG THE TOP OF SAID BLUFF LINE BACK TO THE POINT OF BEGINNING.