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OFF REC 8593 P 1646

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This instrument prepared by  
and return to:  
J. Stephen Gardner, Esquire  
Bush Ross Gardner Warren & Rudy, P.A.  
220 South Franklin Street  
Tampa, Florida 33602

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

[SPACE ABOVE LINE FOR RECORDING INFORMATION]

**FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF CHEVAL POLO AND GOLF CLUB**

**THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF CHEVAL POLO AND GOLF CLUB** (the "Fifth  
Amendment") is made by PROFUNDO, INC., a Florida corporation, successor by merger  
to CHEVAL PROPERTY HOLDINGS, INC., a Florida corporation, hereinafter referred to  
as the "Declarant" or as the "Developer," and the CHEVAL PROPERTY OWNERS'  
ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the  
"Association".

**RECITALS**

A. On November 16, 1984, Cheval Land Corporation ("Cheval Land Corp.") made  
and placed of record that certain Master Declaration of Covenants, Conditions and Restrictions  
for Cheval Polo and Golf Club (the "Initial Declaration") which Initial Declaration was  
recorded in Official Records Book 4450, beginning on Page 1789, of the Public Records of  
Hillsborough County, Florida (the "Public Records"). The Initial Declaration was supplemented  
by (i) that certain First Supplement to the Initial Declaration ("First Supplement") recorded on  
May 11, 1988 in Official Records Book 5401, beginning on Page 1840, of the Public Records,  
(ii) that certain Second Supplement to the Initial Declaration ("Second Supplement") recorded  
on March 7, 1989, in Official Records Book 5634, beginning on Page 1151, of the Public  
Records, (iii) that certain Third Supplement to the Initial Declaration ("Third Supplement")  
recorded February 2, 1993 in Official Records Book 6892, beginning on Page 863 of the Public  
Records, (iv) that certain Fourth Supplement to the Initial Declaration ("Fourth Supplement")  
recorded on February 23, 1993 in Official Records Book 6892, beginning on Page 863 of the  
Public Records, (v) that certain Fifth Supplement to the Initial Declaration ("Fifth Supplement")  
recorded July 21, 1994 in Official Records Book 7464, beginning on Page 966, of the Public  
Records, and (vi) that certain Sixth Supplement to the Initial Declaration ("Sixth Supplement")  
recorded on February 20, 1996 in Official Records book 8051, beginning on Page 1773, of the  
Public Records. The Initial Declaration was amended by (i) that certain First Amendment to the  
Initial Declaration ("First Amendment") recorded on July 14, 1988 in Official Records Book

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5453, beginning on Page 1508, of the Public Records, (ii) that certain Second Amendment to Initial Declaration ("Second Amendment") recorded June 27, 1990 in Official Records Book 6014, beginning on Page 1260, of the Public Records, (iii) that certain Third Amendment to the Initial Declaration ("Third Amendment") recorded February 25, 1993 in Official Records Book 6894, beginning on Page 29, of the Public Records, and (iv) that certain Fourth Amendment to the Initial Declaration ("Fourth Amendment") recorded July 16, 1993 in Official Records Book 7048, beginning on Page 862 of the Public Records. The Initial Declaration as supplemented by the First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement and Sixth Supplement, and as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is herein referred to as the "Master Declaration."

B. Declarant is the successor in interest to Cheval Land Corp. pursuant to an Assignment of Declarant's Rights recorded in Official Records Book 5453, Page 1459, of the Public Records and the successor in title to all of the lands described in Exhibit "C" to the Master Declaration.

C. The Association is the entity empowered to maintain and administer the Common Area (as that term is defined in the Master Declaration) and to act on behalf of all Owners (as that term is defined in the Master Declaration) of property subject to the Master Declaration.

D. The Declarant and the Association through its duly authorized officers desire to amend certain of the terms and provisions of the Master Declaration in accordance with Article XI, Section 4, which amendments were approved by not less than 75% of the total vote of Owners cast in person or by proxy at the meeting of the Association held on May 21, 1997.

OPERATIVE PROVISIONS

ACCORDINGLY, the Declarant and the Association hereby declare that the Master Declaration is amended as follows:

1. Section 10 and Section 11 of Article I are hereby amended in their entirety to read as follows:

Section 10. "Equestrian Center" shall mean and refer to all of that plot of land described on Exhibit A attached hereto ("Equestrian Parcel"), together with (i) any and all buildings, structures and other improvements of any nature now or hereafter situated thereon, and (ii) any and all fixtures, equipment and tangible personal property now or hereafter located on, or used or intended to be used in connection with the use or operation of the Equestrian Parcel.

Section 11. "Equestrian Club" shall mean and refer to the individual(s) or organization (corporation, partnership or otherwise) which will own and operate the Equestrian Center.

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2. Section 18 of Article V is hereby amended in its entirety to read as follows:

**Section 18. Equestrian Center.** It is hereby declared that the Equestrian Center shall be continuously operated and maintained as a first-class facility for the housing, training, riding and enjoyment of horses and ponies.

(a) **Facilities.** The Declarant hereby agrees that the Equestrian Center shall contain at least the following equestrian facilities (a) a barn and stables containing not less than twenty-two (22) stalls and two (2) indoor wash racks, (b) storage facilities for hay, feed and equipment, (c) a minimum of eight (8) paddocks, (d) two (2) riding rings, and (e) one polo field.

(b) **Caretaker's Residence.** The Declarant shall have the right, in its sole discretion, to designate one (1) acre of land within the Equestrian Parcel, upon which a single-family residence containing a minimum of 2,500 sq. ft. of living space may be constructed for purposes of providing a residence for the caretaker of the Equestrian Center. Plans and specifications for construction of any such residence will be subject to approval of the ALRC in accordance with Article IV of this Declaration.

(c) **Membership.** Neither membership in the Association nor ownership or occupancy of a Lot, Unit, Patio Home or Parcel shall confer any ownership interest in or right to use the Equestrian Center. Rights to use the Equestrian Center will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the Equestrian Club. The Equestrian Club shall have the right from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Equestrian Center including without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether as set forth in any membership plan for the Equestrian Center.

(d) **Conveyance of Equestrian Center.** All persons, including all Owners, are hereby advised that no representations or warranties have been made or are made by the Declarant or any other person with regard to the continuing ownership of the Equestrian Center. Further, ownership of the Equestrian Center and the obligations of the Declarant with respect thereto, may be transferred at any time and from time to time. As to any transfer of ownership or control of the Equestrian Center, as well as transfer of the obligations of the Declarant with respect thereto, no consent of the Association or any Owner shall be required to effectuate such transfer.

(e) **Limitations on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the Equestrian Center, no

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amendment to this Section, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the Equestrian Club.

(f) Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Equestrian Club shall cooperate to the maximum extent possible in the operation of the Properties and the Equestrian Center. The Association shall have no power to promulgate any rules and regulations affecting activities on or use of the Equestrian Center.

(g) Exclusion of Equestrian Facilities. Notwithstanding any other provision of this Declaration to the contrary, as long as the Equestrian Center Parcel is being used for housing, training, riding or enjoyment of horses and ponies and/or other recreational and related facilities, such property shall specifically be excluded from the covenants, restrictions, conditions, assessments, charges and liens set forth in this Declaration, except as specifically provided in this Section 18, and the Equestrian Club shall not be an "Owner" as defined herein nor entitled to membership in the Association and shall have none of the rights provided to such members, other than those rights specifically provided in this Section 18.

(h) Maintenance of Equestrian Center. The Equestrian Center shall be maintained as a first-class facility. In the event that the Association determines that the Equestrian Club is not properly maintaining the Equestrian Center as required herein, the Association shall give the Equestrian Club written notice of the conditions which in its opinion need to be corrected ("Notice to Cure"). The Equestrian Club shall have 90 days from the date of the Notice to Cure to either (i) notify the Association in writing ("Objection Notice") that it disagrees with and objects to the matters set forth in the Notice to Cure, or (ii) correct the conditions set forth in the Association's Notice to Cure. If the Equestrian Club timely objects to the Notice to Cure, either party shall have the right to all remedies available to it under Florida law, including the right to file suit in a court of competent jurisdiction seeking an order determining the rights and obligations of the parties with respect hereto. In the event that the Equestrian Club does not timely serve the Objection Notice and fails to correct the aforementioned conditions to the Association's satisfaction as required by the Notice to Cure and/or any court order as provided above, the Association shall have the following rights:

(1) The Association may undertake such action as it deems necessary to correct the conditions for which notice has been given, including the right to pass over, upon and across the Equestrian Parcel, and to repair or remove the offending condition, at the expense of the Equestrian Club. Such act shall not be deemed trespass and the cost of

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such action shall be treated as an assessment against the Equestrian Center in the manner provided in Article VIII; and

(2) The Association shall have the right to purchase the Equestrian Center from the Equestrian Club for a purchase price equal to the greater of (i) the then existing fair market value of the Equestrian Center or (ii) the Equestrian Club's depreciated cost basis in the Equestrian Center determined in accordance with generally accepted accounting principles and as reflected on the books and records of the Equestrian Club for the tax year immediately prior to the year in which the Association exercises such right to purchase. The Association shall exercise its right to purchase as provided herein by giving written notice thereof to the Equestrian Club within thirty (30) days after expiration of the ninety (90) day cure period described in subparagraph (h) above. In the event that the parties cannot agree upon the fair market value of the Equestrian Center, each party shall select an MAI appraiser. The two appraisers selected shall then select a third appraiser, and the three appraisers together shall determine the fair market value of the Equestrian Center. Closing shall occur thirty (30) days following the date the Association notifies the Equestrian Club of the exercise of its right to purchase or such additional time thereafter which may be required to complete the determination of the purchase price in the manner set forth herein.

If a legal action is initiated by either party with respect to or arising out of or relating to the alleged performance or non-performance of any right or obligation established under this Section 18(h), or any dispute concerning the same, any and all fees, costs and expenses reasonably incurred by the successful party or his or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the obligation of and shall be paid or reimbursed by the unsuccessful party.

(i) Name. The tradename by which the Equestrian Center shall be known shall include the word "Cheval" unless otherwise agreed in writing by the Association.

(j) Enforcement. Nothing contained in this Section 18 shall limit the rights of the Association and Owners to enforce the provisions of this Section 18 in accordance with Article XI, Section 2.

3. Section 19 of Article V is hereby amended by adding the following paragraph:

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The Declarant hereby declares that a golf driving range shall be constructed and maintained on the real property described on Exhibit B attached hereto and made a part hereof.

4. The right of the Developer to construct residential housing and related improvements to those properties described on Exhibit C is hereby acknowledged and affirmed by the Association.

Except as specifically provided herein, this Fifth Amendment shall not impair nor affect any of the terms and provisions of the Master Declaration and same remains in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment to be executed this 22nd day of MAY, 1997.

## DECLARANT

PROFUNDO, INC.  
a Florida corporation

By: [Signature]  
James M. Stackpoole  
President

Sign: [Signature]  
Print: CHARLES V. MAYNARD

Sign: [Signature]  
Print: BRENDA M. GALATE

## ASSOCIATION

CHEVAL PROPERTY OWNERS'  
ASSOCIATION, INC.

By: [Signature]  
Name (print): MIKE WEBSTER  
Title (print): PRESIDENT

Sign: [Signature]  
Print: CHARLES V. MAYNARD

Sign: [Signature]  
Print: BRENDA M. GALATE

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STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 1997, by JAMES M. STACKPOOLE as President of PROFUNDO, INC., a Florida corporation, on behalf of the corporation. Such officer is personally known to me.



Donna E. Holmes  
MY COMMISSION # CC486542 EXPIRES  
August 6, 1999  
BONDED THRU TROY FAIN INSURANCE, INC.

Donna E. Holmes  
NOTARY PUBLIC, State of Florida at Large

Print Name: Donna E. Holmes

My Commission Expires: 8-6-99

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 1997, by Mike Webster, as President of the CHEVAL PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. Such officer is personally known to me or has produced n/a as identification and did take an oath.



Donna E. Holmes  
MY COMMISSION # CC486542 EXPIRES  
August 6, 1999  
BONDED THRU TROY FAIN INSURANCE, INC.

Donna E. Holmes  
NOTARY PUBLIC, State of Florida at Large

Print Name: Donna E. Holmes

My Commission Expires: 8-6-99

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**EXHIBIT A**

**CHEVAL EQUESTRIAN AREA**

**DESCRIPTION:** A parcel of land lying in Section 8, Township 27 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 8, run thence along the East boundary of said Section 8, S.00°20'22"W., 1057.23 feet to a point on a curve on the Southerly boundary of LUTZ LAKE FERN ROAD (STATE ROAD NO. S-582), said point also being the POINT OF BEGINNING; thence along said Southerly boundary of LUTZ LAKE FERN ROAD (STATE ROAD NO. S-582) the following two (2) courses: 1) Westerly, 29.52 feet along the arc of a curve to the right having a radius of 1959.91 feet and a central angle of 00°51'47" (chord bearing N.87°40'18"W., 29.52 feet) to a point of tangency; 2) N.87°14'25"W., 2519.30 feet; thence S.00°22'25"W., 462.40 feet; thence S.89°37'35"E., 458.27 feet to a point of curvature; thence Southeasterly, 471.13 feet along the arc of a curve to the right having a radius of 525.00 feet and a central angle of 51°25'00" (chord bearing S.63°55'05"E., 455.48 feet); thence N.51°47'25"E., 123.00 feet; thence S.87°14'25"E., 411.17 feet; thence N.02°45'35"E., 53.18 feet; thence S.87°14'25"E., 120.00 feet; thence N.02°45'35"E., 54.00 feet to a point of curvature; thence Northeasterly, 117.81 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 90°00'00" (chord bearing N.47°45'35"E., 106.07 feet) to a point of tangency; thence S.87°14'25"E., 33.00 feet to a point of curvature; thence Easterly, 188.29 feet along the arc of a curve to the left having a radius of 775.00 feet and a central angle of 13°55'13" (chord bearing N.85°47'58"E., 187.83 feet) to a point of reverse curvature; thence Easterly, 295.18 feet along the arc of a curve to the right having a radius of 825.00 feet and a central angle of 20°30'00" (chord bearing N.89°05'22"E., 293.61 feet) to a point of reverse curvature; thence Easterly, 153.15 feet along the arc of a curve to the left having a radius of 975.00 feet and a central angle of 09°00'00" (chord bearing S.85°09'38"E., 153.00 feet) to a point of tangency; thence S.89°39'38"E., 302.50 feet to a point on the aforesaid East boundary of Section 8; thence along said East boundary, N.00°20'22"E., 312.14 feet to the POINT OF BEGINNING.

Containing 25.199 acres, more or less.



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EXHIBIT B

**CHEVAL EAST  
GOLF COURSE DRIVING RANGE**

DESCRIPTION: A parcel of land lying in Section 9, Township 27 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of said Section 9; run thence along the West boundary of said Section 9, S.00°20'22"W., 3092.65 feet to a point on a curve on the Easterly right-of-way line of CHEVAL BOULEVARD, according to the plat of CHEVAL POLO AND GOLF CLUB PHASE FOUR - AVENUE AVIGNON, as recorded in Plat Book 72, Page 8, Public Records of Hillsborough County, Florida; thence along said Easterly and the Southerly boundaries of CHEVAL BOULEVARD, the following four courses: 1) Northeasterly, 958.48 feet along the arc of a curve to the left having a radius of 830.00 feet and a central angle of 66°09'54" (chord bearing N.36°19'17"E., 906.10 feet) to a point of tangency; 2) N.03°14'20"E., 147.10 feet to a point of curvature; 3) Northeasterly, 400.03 feet along the arc of a curve to the right having a radius of 270.00 feet and a central angle of 84°53'19" (chord bearing N.45°40'59"E., 364.43 feet) to a point of tangency; 4) N.88°07'39"E., 1033.86 feet to the Southeast corner of said CHEVAL BOULEVARD, said point also being the Southwest corner of CHEVAL BOULEVARD, according to the plat of CANNES VILLAGE, as recorded in Plat Book 69, Page 38, Public Records of Hillsborough County, Florida; thence along the Southerly right-of-way line of CHEVAL BOULEVARD of said CANNES VILLAGE, the following six (6) courses: 1) continue N.88°07'39"E., 80.00 feet to a point of curvature; 2) Easterly, 431.60 feet along the arc of a curve to the right having a radius of 1320.00 feet and a central angle of 18°44'02" (chord bearing S.82°30'20"E., 429.68 feet) to the Northeast corner of PARCEL "C" of the aforesaid CANNES VILLAGE, said point also being the POINT OF BEGINNING; 3) continue Southeasterly, 464.59 feet along the arc of said curve to the right having a radius of 1320.00 feet and a central angle of 20°09'57" (chord bearing S.63°03'20"E., 462.19 feet) to a point of tangency; 4) S.52°58'22"E., 285.39 feet to a point of curvature; 5) Southeasterly, 200.93 feet along the arc of a curve to the right having a radius of 470.00 feet and a central angle of 24°29'40" (chord bearing S.40°43'32"E., 199.40 feet) to a point of reverse curvature; 6) Southeasterly, 75.28 feet along the arc of a curve to the left having a radius of 530.00 feet and a central angle of 08°08'16" (chord bearing S.32°32'50"E., 75.21 feet); thence S.35°53'35"W., 280.00 feet; thence S.76°47'27"W., 100.00 feet; thence S.18°08'47"E., 92.60 feet; thence S.37°01'38"W., 34.79 feet; thence S.73°58'38"W., 280.06 feet; thence N.77°04'20"W., 386.17 feet; thence N.71°14'00"W., 254.20 feet; thence N.59°01'00"W., 192.10 feet; thence N.78°14'55"W., 73.70 feet; thence N.01°23'39"E., 67.65 feet to the Southeast corner of Lot 25, Block 1 of the aforesaid CANNES VILLAGE; thence along the East boundary of said Lot 25, continue N.01°23'39"E., 52.35 feet to the Southwest corner of Lot 6, Block 1 of CANNES VILLAGE REVISED, according to the plat thereof as recorded in Plat Book 73, Page 5, Public Records of Hillsborough County, Florida; thence along the Southerly and Easterly boundaries of said CANNES VILLAGE REVISED the following three (3) courses: 1) N.87°16'07"E., 212.68 feet; 2) N.37°33'32"E., 369.25 feet; 3) N.21°47'02"E., 292.76 feet to the Southeast corner of the aforesaid PARCEL "C"; thence along the Easterly boundary of said PARCEL "C", continue, N.21°47'02"E., 45.04 feet to the POINT OF BEGINNING.

Containing 18.475 acres, more or less.

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EXHIBIT C

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**CHEVAL EQUESTRIAN AREA  
RESIDENTIAL**

**DESCRIPTION:** A parcel of land lying in Sections 8 and 9, Township 27 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northeast corner of said Section 8, run thence along the East boundary of said Section 8, S.00°20'22"W., 1057.23 feet to a point on a curve on the Southerly boundary of LUTZ LAKE FERN ROAD (STATE ROAD NO. S-582), said point also being the POINT OF BEGINNING; thence along said Southerly boundary of LUTZ LAKE FERN ROAD (STATE ROAD NO. S-582), Easterly, 518.14 feet along the arc of a curve to the left having a radius of 1959.91 feet and a central angle of 15°08'50" (chord bearing N.84°19'23"E., 516.63 feet); thence S.13°15'02"E., 928.33 feet to a point on a curve on the Northwesterly right-of-way line of CHEVAL BOULEVARD, according to the plot of CHEVAL POLO AND GOLF CLUB PHASE FOUR - AVENUE AVIGNON as recorded in Plot Book 72, Page 8, Public Records of Hillsborough County, Florida; thence along said Northwesterly right-of-way line, Southwesterly, 303.43 feet along the arc of a curve to the left having a radius of 330.00 feet and a central angle of 52°40'55" (chord bearing S.50°24'30"W., 292.85 feet) to the Northeast corner of Lot 1 of CHEVAL BOULEVARD ESTATE LOTS WEST, according to the plat thereof as recorded in Plot Book 73, Page 59, Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said Lot 1, N.57°50'09"W., 202.80 feet to the Northwest corner of said Lot 1; thence N.15°00'00"E., 22.89 feet to a point on a curve; thence Northwesterly, 148.90 feet along the arc of a curve to the right having a radius of 1000.00 feet and a central angle of 08°31'53" (chord bearing N.51°58'25"W., 148.76 feet); thence S.57°00'00"W., 231.15 feet; thence S.22°00'00"W., 81.28 feet; thence S.12°02'05"W., 145.88 feet; thence S.15°00'00"W., 148.57 feet; thence S.53°48'17"W., 576.00 feet; thence S.84°00'00"W., 250.00 feet; thence N.51°00'00"W., 1031.90 feet; thence S.80°00'00"W., 979.01 feet; thence N.00°22'25"E., 851.89 feet; thence S.89°37'35"E., 458.27 feet to a point of curvature; thence Southeasterly, 471.13 feet along the arc of a curve to the right having a radius of 525.00 feet and a central angle of 51°25'00" (chord bearing S.63°55'05"E., 455.48 feet); thence N.51°47'25"E., 123.00 feet; thence S.87°14'25"E., 411.17 feet; thence N.02°45'35"E., 53.18 feet; thence S.87°14'25"E., 120.00 feet; thence N.02°45'35"E., 54.00 feet to a point of curvature; thence Northeasterly, 117.81 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 90°00'00" (chord bearing N.47°45'35"E., 106.07 feet) to a point of tangency; thence S.87°14'25"E., 33.00 feet to a point of curvature; thence Easterly, 188.29 feet along the arc of a curve to the left having a radius of 775.00 feet and a central angle of 13°55'13" (chord bearing N.85°47'58"E., 187.83 feet) to a point of reverse curvature; thence Easterly, 295.18 feet along the arc of a curve to the right having a radius of 825.00 feet and a central angle of 20°30'00" (chord bearing N.89°05'22"E., 293.61 feet) to a point of reverse curvature; thence Easterly, 153.15 feet along the arc of a curve to the left having a radius of 975.00 feet and a central angle of 09°00'00" (chord bearing S.85°09'38"E., 153.00 feet) to a point of tangency; thence S.89°39'38"E., 302.50 feet to a point on the aforesaid East boundary of Section 8; thence along said East boundary, N.00°20'22"E., 312.14 feet to the POINT OF BEGINNING.

Containing 68.250 acres, more or less.