

- 1.12. "Utility and Drainage Easement" ("U.& D.E.") means the portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the office of the recorder of Johnson County, Indiana as Utility and Drainage Easement.
- 1.13. "Greenbelt" means the portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana as Greenbelt or Landscape Buffer
- 1.14. "Public Street" means the portion of the Rent Estate designated on any subdivision plat of the Rent Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana as Public R/W.
- 1 15. "Utility Drainage & Sanitary Ensement" ("U.D &S.E.") means the portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, as Utility Drainage & Sanitary Ensement.

ARTICLE II-

NAME

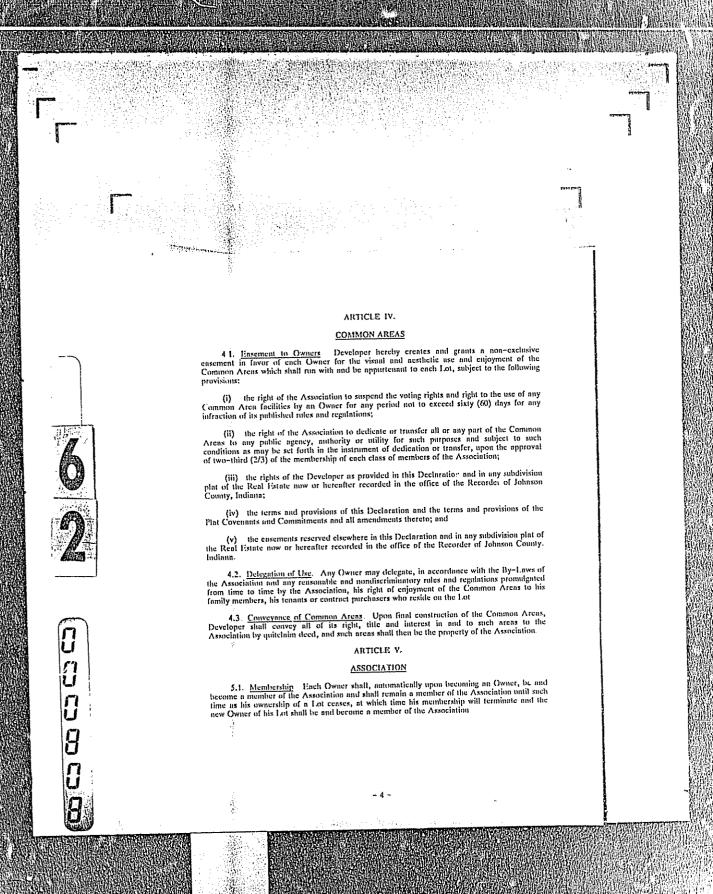
The name by which the Real Estate shall be known is "Foxmoor"

ARTICLE III.

APPLICATION

All Owners, their tenunts, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Renl Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, or (ii) by the net of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and for himself, his heirs, personal representatives, successors and assigns, the covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration



- 5.2. Classes of Membership. The Association shall have two (2) classes of membership, as follows:
- (i) Class A Members. Class A members shall be all owners other than Developer (unless the Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall than be a Class A member). Class A members shall be entitled to one (1) vote for each Lot owned.
- (ii) Class B Members. The Class B member shall be Developer. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Application Date" (as such term is hereinafter defined in paragraph 5.3).
- 5.3. Applicable Date. As used herein the term "Applicable Date" shall mean the date which is the earlier of (a) the end of the Development Period; or (b) December 31, 1994.
- 5.4. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot shall determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership) be cost with respect to such Lot
- 5.5. Board of Directors. The Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.
- 5.6. <u>Professional Management.</u> No contract or agreement for professional management of the Association, nor any other contract between the Developer and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination fee, on written notice of ninety (90) days or less.
- $\xi=5.7$ Responsibilities of the Association The responsibilities of the Association include, but shall not be limited to:
- (i) Installation and replacement of such fences, walls, folinge, landscaping, signs and other improvements in and upon the Greenbel and the Common Areas as the Association deems necessary or appropriate and maintenance of the Greenbell and Common Areas and any installation thereon in a clean and attractive condition and in good repair
- (ii) Management and control of retention (if any) in and upon the Common Areas and ensement areas (shown and identified as such or any subdivision plat of the Real Listate new or derenter recorded in the office of the keeprder of Johnson County, Indiana) for maintenance of the same in a clean, attractive and sanitary condition; installation and replacement of such improvements in and upon said Common Areas and ensements as the Association deems necessary or appropriate; and maintenance of any such improvements installed by Developer or the Association in good condition and repair. Without limiting the generality of the foregoing, such maintenance obligations shall include maintenance to protect the Common Areas from crossion, algae control and maintenance of levels, if applicable. It is intended that such actions shall be taken in accordance with recommendations regarding the

same from applicable governmental agencies having jurisdiction, but nothing herein shall constitute an undertaking or duty to exceed the requirements of applicable law.

- (iii) Replacement of a drainage system in and upon the Utility and Drainage Ensements (shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana) as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon said Utility and Drainage Ensements by Developer or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a Utility and Drainage Ensement to keep the parties of the Utility and Drainage Ensement on his Lot free from obstructions so that the surface water drainage will be unimpeded.
- (iv) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required under this Declaration and such other insurance as the Association deems necessary or advisable.
- (v) Payment of taxes, if any, assessed against and payable with respect to the Common Areus
- (vi) Assessment and collection from the Owners of Regular or Special Assessments, sufficient in amount to pay the Common Expenses.
- (vii) Contracting for such services as management, snow removal, security control, trash removal or other services as the Association decens necessary or advisable
- (viii) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas by the Owners of Lots, and the management and administration of the Association as the Association deems necesser—or advisable, and enforcement of the same. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any Regular or Special Assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

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- (ix) Replacement and maintenance of any street identification signs within and upon the Real listate designated as street signs, except to the extent the same is the responsibility of any governmental agency or subdivision.
- (x) Procuring and maintaining for the benefit of the Association, its Board of Directors, Developer, and the Owners, a general liability insurance policy in an amount not less than Three Million Dollars (53,000,000.00) providing coverage for injury to person or properly arising out of the Common Areas, and the ensement areas.
- (xi) Insuring compliance with each and every commitment set forth in that certain "Commitments Concerning the Use and Development of Real Listate made in Connection with Rezoning of Property", dated October 16, 1989 and recorded in Book 061, Page 881 as Instrument No 89015313 in the office of the Recorder of Johnson County, Ir : and

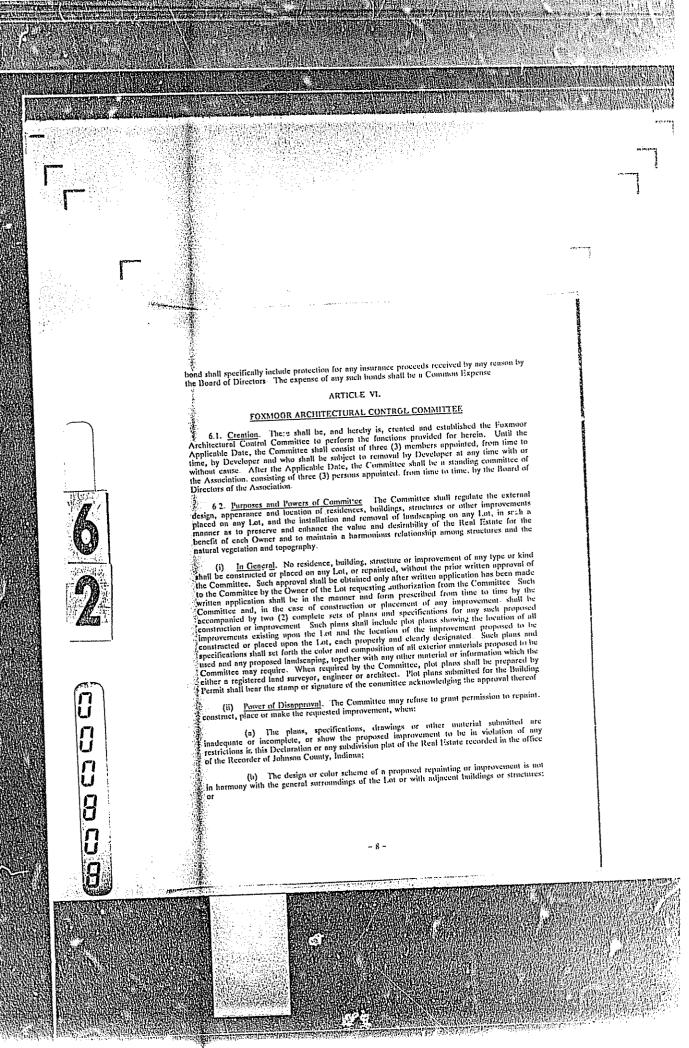
5.8. Compensation No Director of the Association shall receive compensation for his services as such Director, except to the extent expressly authorized by a uniquity vote of the Owners.

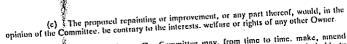
5.9. Non-Linbility of Directors and Officers. The Directors and Officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as Directors or Officers of the Association, except for their own individual willful misconduct or gross negligence. The Association shall indemnity and hold harmless and defend each person, to heirs, assigns or Association shall indemnity and hold harmless and defend each person, to heirs, assigns or legal representatives, who is or was a Director or Officer of the Association against any and legal representatives, who is or was a Director of Officer of the Association against any and each liability to any person, firm or corporation arising out of contracts made by or at the all liability to any person of the Board of Directors (or the managing agent, if any) of the Association nucles any such contract shall have been made in bad faith. It is intended that the Directors and Officers of the Association stall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

by them on hehalf of the Association except in their capacity as Owners.

5.10. Additional Indemnity of Directors and Officers. The Association shall indemnity, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the Indemnitee), made or threatened to be made a party to my action, sait or proceeding by tenson of the fact that he is or was a Director or Officer of the Association, against all costs reason of the fact that he is or was a Director or Officer of the Association, against all costs and expenses, including attorney's fees, actually and reasonably insured by the Indemnitee in connection with the defense of such action, sait or proceeding, or in connection with any connection with the defense of such action, sait or proceeding, or in connection with any connection with any connection with any connection with a business of the such action, sait or proceeding that such Indemnitee is thable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or judgment rendered in any action, sait or proceeding, if it shall be found by a majority onte of the rendered in any action, sait or proceeding, if it shall be found by a majority onte of the proceeding against an Indemnitee, no Director or Officer shall be considered or deemed to the proceeding against an Indemnitee, no Director or Officer shall be considered or deemed to the passociation or statements or advice made by or prepared by the managing agent of the Association or statements or advice made by or prepared by the managing agent of the Association of in any or any officer or employee of the Association to render advice or strive, unless such Director or Officer had actual knowledge of the falsity or incorrectness service, unless such Director or Officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for gross negligence or will

5.11. Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the trensurer of the Association, and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction. willful misapplication, and other nets of fraud or distonately, in such sums and with such sureties as may be approved by the Board of Directors and any such



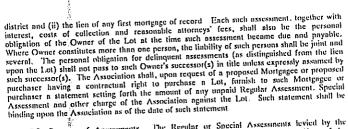


- (iii) Roles and Regulations The Committee may, from time to time, make, muend and modify such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it Such rules and regulations may set forth additional requirements to those set forth in this Declaration or any subdivision plut of the Real Estate recorded in the office of the Recorder of Johnson County, Indiana, as long as the same are not inconsistent with this Declaration or such subdivision plat(s) Declaration or such subdivision plat(s)
- 6.3. <u>Duties of Committee</u> The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.
- 64. Linbility of Committee. Neither the Committee. Developer, the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done
- 6.5. <u>Inspection.</u> The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI However, no such inspection, or failure to inspect, by the Committee shall result in any liability on the part of the Committee, nor shall the Owner be relieved of any obligation to publication or improvements in accordance with the approved plans therefor
- 6.6. Nonapplication to Developer Notwithstanding the provisions of this Article VI or any other provisions of this Declaration requiring the approval of the Committee, Developer and any entity related to Developer shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation, painting or repainting by Developer, or any entity related to Developer of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, should or other landscaping on the Real Estate

ARTICLE VII.

ASSESSMENTS

7.1. Creation of Lien and Personal Obligation. Developer, for each Lot mow or hereafter conveyed by it, hereby covenants, and each Owner of a 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 (i) regular assessments for Common Expenses (Regular Assessments) and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs (Special Assessments). Such assessments shall be and for special maintenance and repairs (Special Assessments). Such assessments shall be callected as hereinniter provided established, shall commence upon such drites and shall be collected as hereinniter provided established, shall commence upon such drites and shall be collected as hereinniter provided established, shall commence upon such drites and shall be continuing tion upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against which such assessment is made prior to all other shall be continuing lieu upon the Lot against a lieu shall be continuing lieu upon the Lot against a lieu shall be continuing lieu upon the Lot against a lieu shall be continuing lieu upon the lot against a lieu shall be continuing lieu upon the lot against a lieu shall be continuing lieu upon the lot against



- 7.2. Purpose of Assessments. The Regular or Special Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the Real Fistate, (ii) for the improvement, maintenance and repair of the Common Areas and Greenbelt shown and identified as rath on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, (iii) for the performance of the responsibilities and duties of the Association and (iv) for such other purposes as are specifically or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.
- 7.3. Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessment against each Lot at any amount not in excess of the maximum Regular Assessment hereinafter provided
- (i) Until January 1, 1991, the maximum Regular Assessment on any Lot shall not exceed Twenty and not100 Dollars (\$20.00) per month; and
- (ii) From and after January 1, 1991, the maximum Regular Assessment on a Lot may not be increased by more than fifteen percent (15%) above the annual Regular Assessment for the previous calendar year without the approval of two-thirds (2/3) of those members of each class of members of the Association who east votes in person or in pruxy at a meeting of the members of the Association duly called for such purpose
- 7.4. Special Assessments. In addition to regular Assessments, the Association, except as provided below, may make Special Assessments against each Lot for the purpose of reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or to recover any operating deficits which the Association may from time to time incur; only with the assent of two-thirds (2/3) of the members of each class of members of the Association who east votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.
- 7.5 <u>Uniform Rate of Assessment.</u>
 The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots except that all of the provisions of this Declaration notwithstanding, Developer shall not be liable for the payment of Regular Assessments and Special Assessments.

7.6 Date of Commencement of Regular Assessments; Due Dates The Regular Assessment shall commence as to each Lot on the first day of the first calendar month following the first conveyance of such Lot to a Nonnffillinted Owner.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments

7.7 Follure of Owner to Pay Assessments

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon, by abandonment of the Lot belonging to him. If any Owner shall fail, refuse or neglect to make any payment of any assessment or periodic installment of shall fail, refuse or neglect to make any payment of any assessment on the Owner's Lot may in assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be filed and foreclosed by the Board of Directors of the Association for and on behalf of the Association in the same manner as a mortgage on real property or as otherwise provided by law. Upon the failure of any Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board may in its discretion due and payable, notwithstanding any other provisions hereof to the contrary. In any action due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be to forcelose the lien for any assessment, the Owner and any occupant of the Lot shall be lot for the payment to the Association of reasonable rental far such jointly and severally liable for the payment to the Association of reasonable rental far such leads to the applied to the applied to the appliament of a receiver for the Lot, and the Board of Directors shall be entitled to the appliament of a receiver for the Lot, and the Board of Directors shall be entitled to the appliament of a receiver for the Lot, and the Board of Directors shall be entitled to the appliament of a receiver for the leading of preserving the Lat and to collect the rentals and other profits thereform for the massessment without foreclosing or aniving the lien securing the same. In any action to recover an assessment without foreclosing or aniving the lien securing the same. In any action to recover an

(ii) Notwithstanding anything contained in this paragraph 7.7 or elsewhere in this Declaration, any sale, or transfer of a Lat to a Martgagee parsanat to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage fureclosures, shall extinguish the lieu of any napaid assessments (or periodic installments, if applicable) which became due prior to such anpaid assessments (or periodic installments, if applicable) which became due to such sale, transfer or conveyance; provided, however that the extinguishment of such lieu shall not relieve the prior Owner from personal liability therefor

ARTICLE VIII.

INSURANCE

- Extended coverage insurance in an amount equal to the full replacement cost of all improvements, if any, which the Association is required to maintain hereunder. If the improvements, if any, which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain 'all risk coverage.' The Association may also insure any other property, whether real or personal, coverage.' The Association against loss or damage by fire and such other hazurds as the owned by the Association against loss or damage to fire and such other hazurds as the Association may deem desirable. Such insurance coverage shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives insured. Such insurance policy or policies shall contain provisions that (ii) the insurer waives of the rights to subragation as to any claim against Developer, the Association is Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried
- 8.2. Liability Insurance

 The Association shall also purchase and unintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000.00) per occurrence. Such comprehensive combined limit of One Million Dollars (\$1,000,000.00) per occurrence. Such comprehensive combined limit of One Million Dollars (\$1,000,000.00) per occurrence. Such comprehensive combined limit of One Million One and One and Association and the property of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana) and shall insure Developer, the the office of the Recorder of Johnson County, Indiana) and shall insure Developer, the the office of the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, Developer or other Owners.
- 8.3. Other insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' limbility insurance.

ARTICLE IX.

MAINTENANCE AND DECORATION

91. Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise nent and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any attractures on such Lot. In the event the Owner of any Lot fails to do so in a manner structures on such Lot. In the event the Owner of any Lot fails to do so in a manner structures on such Lot. In the event the Owner of any Lot fails to do so in a manner structures on such Lot. In the event the Owner of any Lot fails to do so in a manner structures of the Association, after approval by two-thirds (2/3) vote of the satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employers and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the

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exterior of the improvements erected thereon. The cost of such exterior maintenance shall be an additional assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. performed hereunder.

9.2 Additional Restrictions Concerning Residences and Other Structures

- (i) No change shall be made in the exterior color of any residence or necessory buildings located on a Lot, including the roofs thereof, without the prior written approval of
- (ii) Existing or newly planted trees on any Lot shall not be removed by an Owner, after his occupancy, without the prior written approval of the Committee; provided, however, than nothing herein shall prevent the removal of trees by Developer, or any entity related to Developer, during the development of the Real Estate and during the construction by Developer, or any entity related to Developer, of a residence of accessory building on any Lot; and
- (iii) In order to preserve the aesthetic appearance of the Real Listate, any mailbox must be approved by the Committee as to size, location, height or appearance before it is

ARTICLE X.

MORTGAGES

- 10.1. Notice to Association

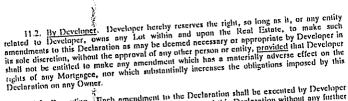
 Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such mortgage and name and makiness shall be maintained by the Secretary of the Association and my motice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Hy-I mws of the Association or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the Hy-I nws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the Hy-I nws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise. otherwise.
- 10.2. Notice to Mortgagees

 The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpuid assusaments and defaults of the Owner of such Lot, if any, in the performance of such Owner's obligation under this Declaration or any other applicable documents, which defaults have not been cured within sixty (60) days

ARTICLE XI.

AMENDMENT

- 11 1. By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner
- (i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.
- (ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by any Owner who is in good standing with the Association. An Owner shall be deemed in good standing if he has paid all assessments that are then due and payable.
- (iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-I axes.
- (iv) Adoption Any proposed amendment to this Declaration must be approved by a two-thirds (2/3) majority vote of all Owners; provided however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lots within and upon the Real Estate. In the event any Lot subject to a first mortgage, each Mortgagee shall be notified of the meeting and the proposed amendment in the manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.1
- (v) Special Amendments. No amendment to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 402.02 of Part V, Chapter 4, of the Fanule Mac Selling Guide or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, without the approval of all Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.1.
- Any Mortgagee which has been duly notified of the antire of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper antice of such meeting was timely given to such Mortgagee). In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagees of the time limitation contained in this provision.



11.3. Recording. Each amendment to the Declaration shall be executed by Developer only in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Sceretary of the Association; provided, that any amendment requiring the consent of Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Johnson County. Indiana, and no amendment shall become effective until so recorded

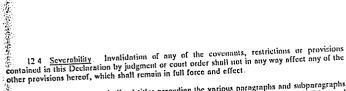
ARTICLE XIL

GENERAL PROVISIONS

12.1 Right of Paforgement. Violation or throntened violation of any of the covenants, conditions or restrictions or amerined in this Declaration or in any subdivision plat of all in any part of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, shall be r aunds for an action by Developer, the Association, any Owner, and all persons or entities criatining under them, against the person or entity violating or and all persons or entities criatining under them, against the person or entity violating of such action shall include recovery of damages or other sums due for such violation, injunctive such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of relief against any such violation or threatened violation, declaratory relief and the recovery of relief against any such violation or threatened violation, declaratory relief and the recovery of restrictions; provided however, that neither Developer nor the Association shall be liable for testrictions provided however, that neither Developer nor the Association shall be liable for conditions or restrictions.

12.2. Delay of Failure to Enforce. No delay or failure on the part of any agrifeved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions provided in this Declaration or in any subdivision plat any covenants, conditions or restrictions provided in this Declaration or in any subdivision plat of all or any part of the Real Estate shall be held to be a waiver by that party (or an estopped of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

12.3. Direction. These covenants conditions and restrictions and all other provisions of with the hard and shall be binding on all persons and entities from time to time as herein provided) shall not with the hard and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming ruder them, until Jammary 31, 2030, and thereafter shall be automatically extended for extension period, by a vote of a majority of the then Owners of Lots within and upon the Real extension period, by a vote of a majority of the then Owners of Lots within and upon the Real Estate, it is agreed that this Declaration shall terminate in its entirety. In the event the Association shall vote to terminate this Declaration as provided above, the Secretary of the Association shall record in the office of the Recorder of Johnson County a copy of the adopting resolution and the original signatures thereto of the majority of the Owners voting to terminate



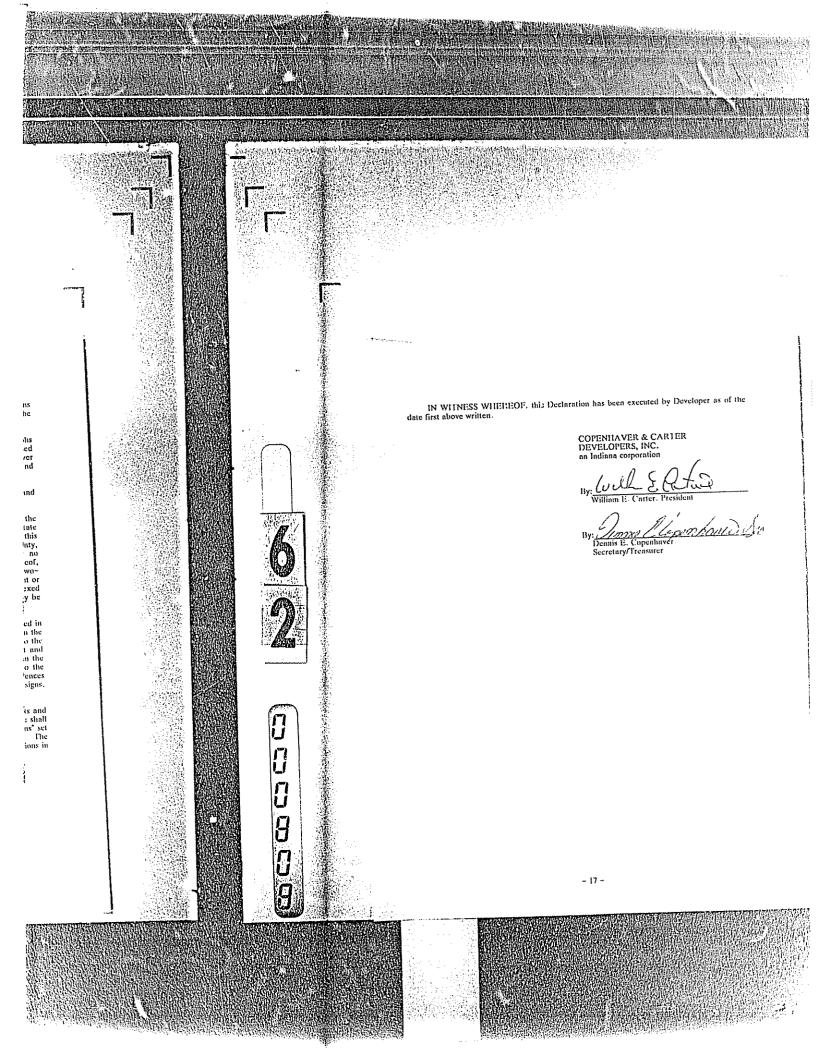
12.5 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the planal, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12.6. Applienble Law. This Declaration shall be governed, interpreted, construed and fregulated by the laws of the State of Indiana.

12.7. Amexation. At any time prior to January 31, 1999, additional land within the tracts described in the attached Exhibit B may be annexed by Developer to the Rent Estate (and from and after such annexation shall be deemed a part thereof for all purposes of this Declaration) by execution and recordation in the office of the Recorder of Johnson County, Indiana, of a supplemental declaration by Developer; and such action shall require a Approvals or action of the Owners. Subject to the provisions of paragraph 12.8 hereof, antiditional residential property may be annexed to the Real Estate with the consent of two-librids (2/3) of each cluss of members of the Association by the recording by the President or Vice President and Secretary of the Association of a declaration applicable to the annexed Real Estate which incorporates therein the terms of this Declaration, as the same may be amended from time to time.

12.8. Sales Offices and Models. Notwithstanding anything to the contrary contained in this Decharation or any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, Developer, and any entity related to the Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer as, in the maintain of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, may be reasonably required or convenient or incidental to the sole opinion of Developer, and the so

12.9. Supplemental Plat Covenants and Restrictions In addition to the covenants and restrictions set forth on the subdivision plat or plats of the Real Estate, the Real Estate shall also be and is hereby made subject to the "Supplemental Plat Covenants and Restrictions" set forth on Exhibit C attached hereto and incorporated herein by this reference. The Association shall be entitled to enforce such Supplemental Plat Covenants and Restrictions in the manner provided in paragraph 12.1 hereof.



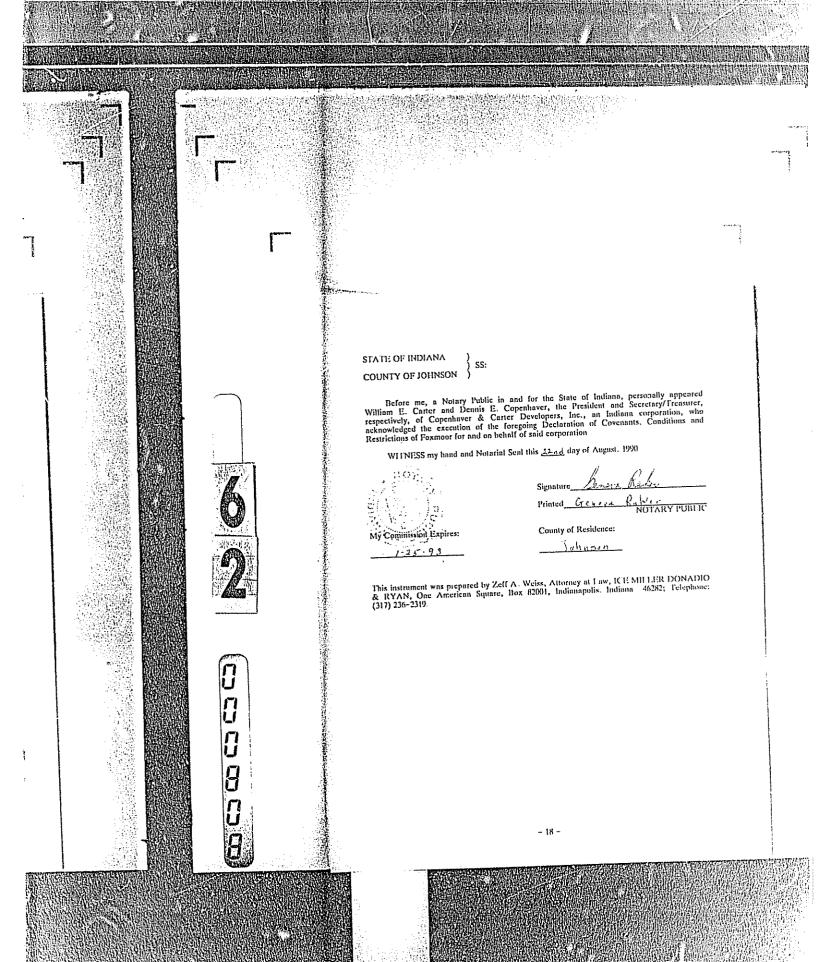


EXHIBIT A

INITIAL REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 25, Fownship 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Southwest Quarter of Section 25, Township 14 North, Range the Southwest Quarter of Section 25, Township 14 North, Range the Southwest Quarter of Section 25, Township 14 North, Range 18 East, thence North 01°39'54" East 1050.06 feet to the Point of Beginning of the herein described tract; thence North 89°11'12" West 525.76 feet. Thence North 00°48'48" East 480.00 Section 1 255.76 feet. Thence North 00°48'48" East 480.00 Section 1 255.76 feet. Thence North 00°48'48" East 173.30 Section 1 255.76 feet; thence North 89°11'12" West 61.14 feet; thence North 89°11'12" West 173.30 Feet; thence North 80°11'12" West 173.30 Section 10.00 feet; thence North 81°11'12" West 173.30 Feet; thence North and Northwesterly having a radius of 10.00 feet; thence North and Northwesterly along said curve an arc distance of 11.41 feet (said arc being subtended by a chord bearing North 88°38'27" West and having 10.00 feet; thence Northeasterly Northerly having a radius of 10.00 feet; thence Northeasterly Northerly having a radius of 10.00 feet; thence Northeasterly Northerly along said curve an arc distance 15.51 feet (said and Northerly along said curve an arc distance 15.51 feet (said and having a distance of 14.00 feet); thence North 10°13'48" and having a distance of 14.00 feet); thence North 10°13'48" North 00°48'48" East 70.89 feet; thence South 59°46'12" West North 00°48'48" East 70.89 feet; thence South 59°46'12" West North 00°48'48" East 16.12 feet; (2) North 59°46'12" East 95.00 North 32°02'19" East 16.12 feet; (2) North 59°46'12" East 95.00 North 32°02'19" East 16.12 feet; (1) North 54°20'15" feet; (3) North 57°56'14" East 250.13 feet; (4) North 54°20'15" feet; (1) North 57°56'14" East 250.13 feet; (4) North 54°20'15" feet; (5) North 59°46'12" East 351.67 feet; thence South 00°34'54" Nest 201.84 feet; thence South 83°41'16" East 50th 00°34'54" Nest 201.84 feet; thence South 83°41'16" East 50th 00°34'54" Nest 201.84 feet; thence South 83°41'16" East 50th 00°34'54" Nest

The above described Real Estate was platted as Poxmoor, Section I on August 6th, 1990 in the Plat Book C, Page 466 A & B & C, Instrument # 90010337 in the office of the Recorder of Johnson County, Indiana.



ADDITIONAL REAL ESTATE

A part of the West Half of the Southwest quarter of Section 25, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of the West half of the Southwest quarter; thence North 01°39'54" East along the East Southwest quarter; thence North 01°39'54" East along the East line of said West half 1050.06 feet; thence North 89°11'12" West 255.76 feet to the Point of Beginning; thence continuing West 255.76 feet to the Point of Beginning; thence continuing North 89°11'12" West 642.91 feet; thence North 00°48'48" East North 89°11'12" East 167.71 feet to a 689.49 feet; thence South 89°11'12" East 167.71 feet to a non-tangent curve concave westerly having a central angle of non-tangent curve concave westerly having a central angle of South 69°38'28" and a radius of 10.00 feet; thence of 11.42 feet); thence of South 23°49'46" West, and a length of 11.42 feet); thence South 44'50'06" East 51.42 feet to a non-tangent curve concave south 44'50'06" East 51.42 feet to a non-tangent curve concave are distance of 10.00 feet; thence Easterly along said curve an arc distance of 11.42 feet, (said arc being subtended by a radius of 10.00 feet; thence Easterly along said curve an arc distance of 11.42 feet, (said arc being subtended by a follow having a bearing of South 88°38'27" East, and a length of 10.81 feet); thence South 88°38'27" East, and a length of 10.81 feet); thence South 89°11'12" East 173.30 feet; thence South 89°11'12" East 61.14 feet; thence South 89°11'12" East 61.14 feet; thence South 00°48'48" West 480.00 feet to the Point of Beginning containing 8.22 acres (358,064 square feet), more or less; subject to all highways, rights-of-way and easements.



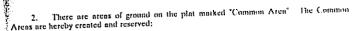
The undersigned, Copenhaver & Carter Developers, Inc., an Indiana Corporation ('Developer'), is the owner of the real estate more specifically described in Schedule! attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate for Foxmoor Sections I and II, as hereafter recorded in the office of the Recorder of Johnson County, Indiana ('Plat'), and desires to subject the Real Estate to the provisions of these Supplemental Plat Covenants and Restrictions. The subdivision created by the Plat (the Supplemental Plat Covenants and designated as Foxmoor, an addition in Johnson County, 'Subdivision') shall be known and designated as Foxmoor, an addition in Johnson County, 'Subdivision') shall be known and designated as Foxmoor, an addition in Johnson County, 'Subdivision' and Restrictions and restrictions bereinniter set forth, the Real Estate is Indiana. In addition to the evenants and restrictions and Restrictions of Foxmoor, to which this Supplemental Plat Covenants and Conditions and Restrictions of Foxmoor, to which this Supplemental Plat Covenants and Testrictions attached (the "Declaration"), and to the rights, powers, duties and obligations of Foxmoor Homeowners' Association, Inc (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions. in addition to those set forth in the Declaration and on the Plat, are hereby imposed upon the Real Estate:

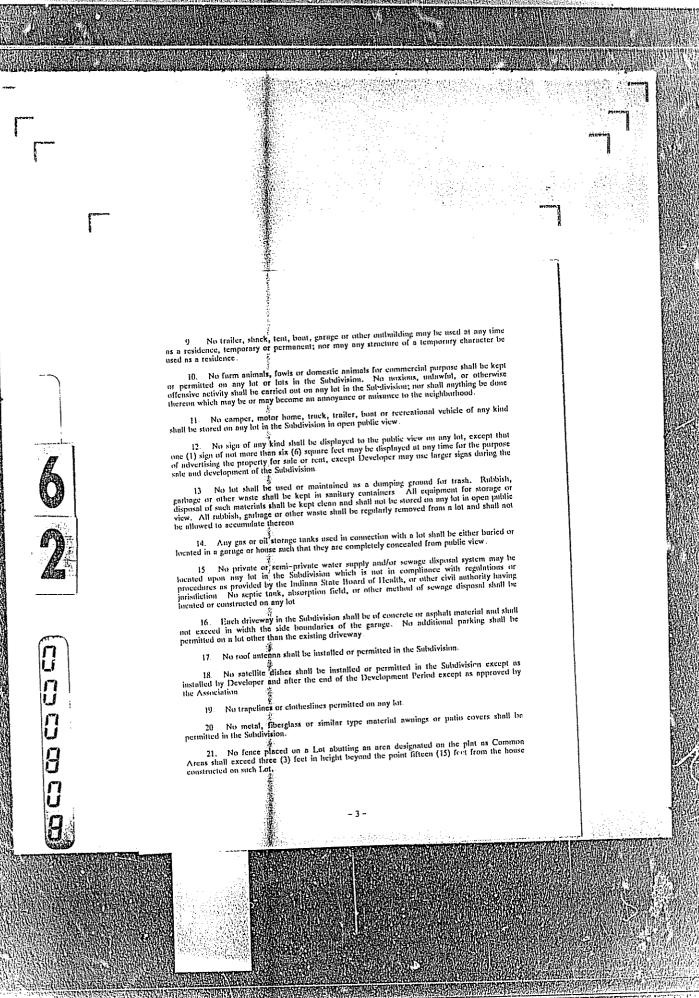
Declaration and on the Plat, are hereby imposed upon the Real Estate:

1. There are areas of ground on the plat marked 'Utility Easements' and 'Drainage Easements,' either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, duets, drains, lines, wires, eables and other equipment and facilities for the furnishing of utility services, including eable television services, to the lots on the Real Estate. The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the 'Development Period' (as such tern is reserved: to the other of Developer during the 'Development Period' (as such tern is reserved: and adjoining property and (ii) for the use of the Association and the Johnson County Estate and adjoining property and (ii) for the use of the Association and the Johnson County Estate and adjoining property and (ii) for the use of the Association and the Johnson County Estate and adjoining property and (ii) for the use of the Association and the Johnson County Estate and adjoining property and (ii) for the use of the Association and the Johnson County Estate and adjoining property and (iii) for the use of the Association and the Johnson County Estate and and adjoining property and (iii) for the use of the Association and the Johnson County Estate and and plantage that the owner of any lot in the Subdivision subject to a Drainage System; provided, however, that the owner of any lot in the Subdivision subject to property and the plantage Easement of the Utility Easement and Drainage Easement temporarily to the extent reasonably necessary for the extent case of the rights of any entity for whose use any such easement is created and reserved to go on the rights of any entity for whose use any such easement is created and reserved to go on the rights of any created and reserved

EXHIBIT C



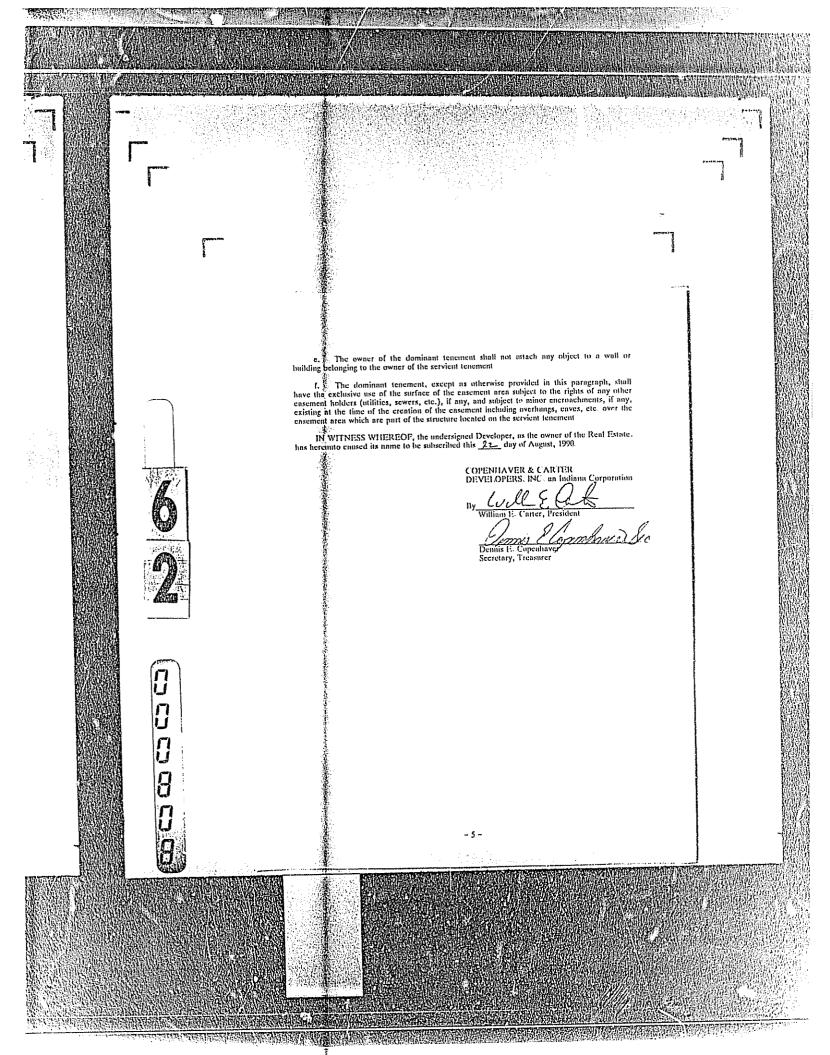
- solely for the common visual and nesthetic enjoyment of Owners;
- (ii) for the use by Developer during the Development Period for the installation of retention areas;
- (iii) for the use as drainage retention; and
- (iv) for the use of the Association of the management and control of retention, maintenance and repair of such retention
- 3. Building set-back lines are established on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.
- 4. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway provement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
- 5. No residence constructed on a lot in the Subdivision shall have tess than I welve Hundred (1200) square feet of fluor area, exclusive of garages, earports, basements and open mather.
- 6. All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of the City of Greenwood, Indiana. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence
- 7. No garage shall be erected on any lot in the Subdivision which is not permanently attached to the residence, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence.
- 8. No trailers, shacks, outliouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building

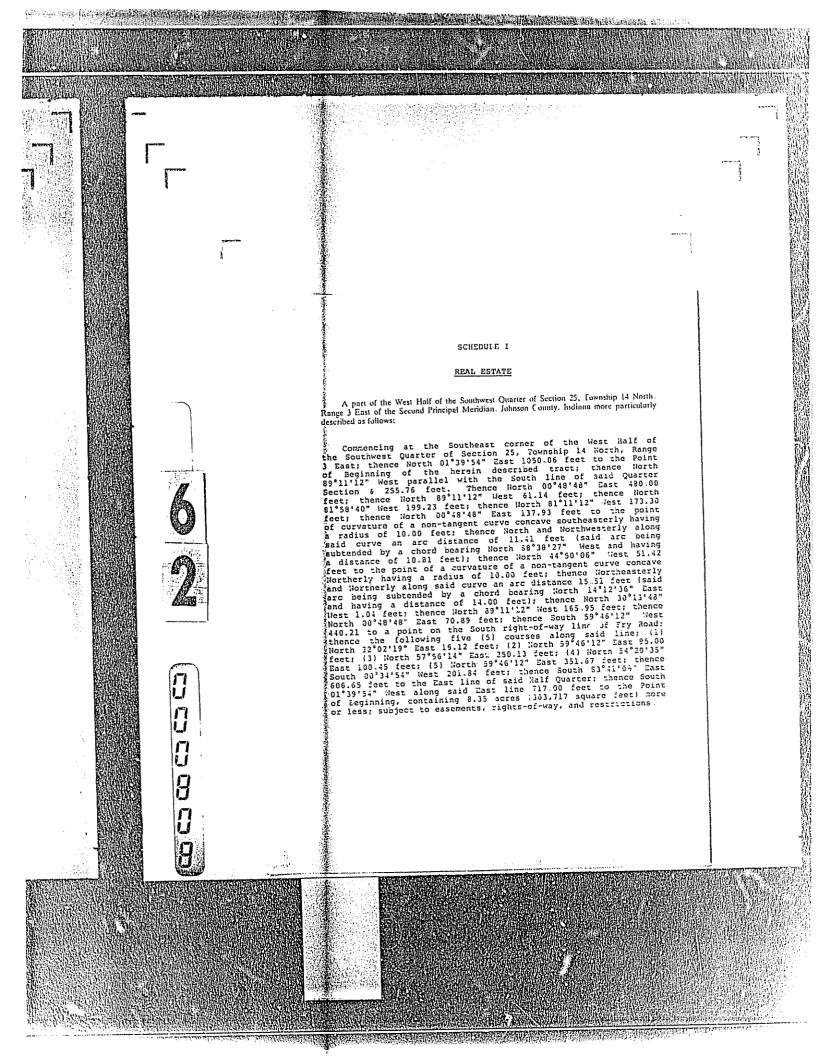


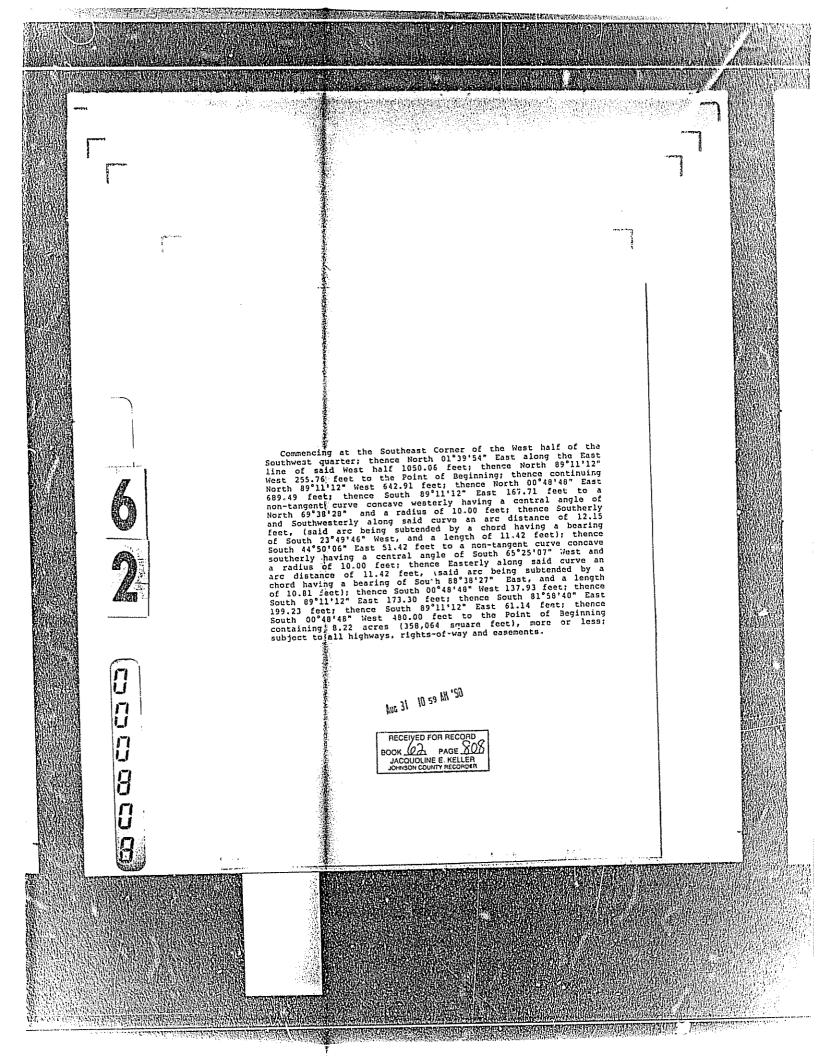
All fencing, and its placement, shall be subject to approval by the Developer until the fend of the Development Period and thereafter by the Architectural Control Committee. All fencing that abults the areas designated Common Area, and interior street or another Lathall be reported of wood. shall be constructed of wood

All metal fencing used in the Subdivision, where permitted, must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back corner of the residence. Fencing style and color shall be consistent with the Subdivision.

- 22 No above-ground swimming pools shall be permitted in the Subdivision
- No solar best panels shall be permitted in the Subdivision
- 24. All lots shall be accessed from the interior streets of the Subdivision. No access to any lot is permitted from Fry Road or the area zoned commercial on the most westerly houndary of the Subdivision.
- 25 These covenants and restrictions (us the same may be amended from time to time as provided in the Declaration) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them; provided, however, that no termination of said covenants and restrictions shall effect any easement hereby created and reserved unless all persons entitled to the beneficial use of such ensement shall consent thereto.
- 26. Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way effect any of the other covenants and restrictions, which shall remain in full force and effect
- 27. The lots in Foxmour, where applicable shall be conveyed with easements over the adjacent lat or subject to easements for the benefit of the adjacent lat, as more particularly depicted on the Plat. The following rules, in addition to those set forth on the Plat, prescribe the terms, conditions and use of such easements, both by the aware of the easement (the dominate tenement) and the owner of the fee under the easement (the servient tenement):
- a. The dominant tenement shull have the right to use the ensement for landscaping, fencing and as a general recreational and garden area. The dominant tenement shull have the obligation of maintaining the ensement.
- b The dominant tenement shall not use the ensement for any other use including permanent installation of any sort (except fencing)
- e. The servient tenement shall have the right at all reasonable times to enter the easement area, including crossing over the dominant tenement for such entry, in order to perform work related to the usage of the servient tenement.
- d. The servient tenement shall have the right of draining over, across and upon the easement for water resulting from the normal usage of the servient tenement and the dominant tenement shall maintain the easement area in such manner as will not interfere with such tendement.







FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FORMOOR

THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS OF FOXMOOR (this "First Amendment") is made by COPENHAVER & CARTER DEVELOPERS, INC. in Indiana corporation ("Developer")

RECITALS

- A. Developer, pursuant to a certain Declaration of Covenants. Conditions and Restrictions of Formor which was recorded August 31, 1990 as Instanment No. 9001483 in the office of the Recorder of Johnson County, Indiana (the 'Declaration'), established certain covenants, conditions and restrictions with respect to real estate to be developed into a single-family residential community commonly known as Formor, such real estate being levated in family residential community commonly known as Formor, such real estate being levated in Johnson County, Indiana and more particularly described on Exhibit A uttached hereto and hereby made a part hereof (the 'Real Estate') (mesc. 62 page)
- $\rm B$. Pursuant to Section 11.2 of the Declaration, Developer reserved unto itself the right to amond the Declaration
- C Developer hereby enters into this First Amendment in order to amend the Declaration upon the following terms and conditions.

NOW, ITHEREFORE, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following amendment to the Declaration:

4. The following is hereby added to the end of Paragraph No. 4 of the Supplemental Plat Covenants and Restrictions of Foxmoor attached as $\frac{F_{\rm SIRBH}C}{C}$ to the Declaration:

No fence shall be placed or permitted to remain upon any lot, except upon the rear property line of any lot which abus property outside of the Real Estate (i.e. lots which abut property outside of Foxmoor).

2. All other terms and conditions of the Declaration, except as modified herein, shall remain in full force and effect

IN WITNESS WHEREOF, this First Amendment has been executed by Developer as of the Day of Lorender, 1990

COPENHAVER & CARTER DEVELOPERS, INC

Dennis F. Copenhaver
Secretary/Treasurer

MAR 1082 107 982

STATE OF INDIANA COUNTY OF JOHNSON Before me, a Notary Public in and for said County and State, personally appeared William E. Curter and Dennis E. Copenhaver, the President and Secretary/Treasurer respectively, of Copenhaver & Carter Developers, Inc., an Indiana corporation, who acknowledged the execution of the foregoing First Amendment of Decleration of Covenants, Conditions and Restrictions of Foxmoor as such officers acting for and on behalf of said corporation. corporation Witness my family and Notarial Scal this 91k day of Notes & March 1993 R. V. My County of Residence: My Commission Expires: 3 6/14 244 Phis instrument was prepared by and after recordation should be returned to Zell A. Weess Attorney at Law, RTE MILLER DONADIO & RYAN. One American Square. Box 82001 Indianapolis, Indiana 46282; telephone number (317) 236–2349. - 2 -

INITIAL REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 25, Iownship 14 North, Range 3 East of the Second Principal Meridian. Johnson County. Indiana more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Southwest Quarter of Section 25, Township 14 North, Range 3 East; thence North 01°J9'54" East 1050.06 feet to the Point of Beginning of the herein described tract; thence North 89°11'12" West parallel with the South line of said Quarter Section 4 255.76 feet. Thence North 00°48'48" East 480.00 feet; thence North 89°11'12" West 61.14 feet; thence North 81°58'40" West 199.21 feet; thence North 81°11'12" West 61.14 feet; thence North 81°58'40" West 199.21 feet; thence North 81'11'12" West 171.30 feet; thence North 00°48'48" East 171.93 feet to the point of curvature of a non-tangent curve concave southeasterly having a radius of 10.00 feet; thence North and Northwesterly along said curve an arc distance of 11.41 feet (said arc being subtended by a chord bearing North 88°38'27" West and having a distance of 10.81 feet); thence North 44°50'06" West 51.42 feet to the point of a curvature of a non-tangent curve concave Northerly having a radius of 10.00 feet; thence Northeasterly and Northerly along said curve an arc distance 15.51 feet (said arc being subtended by a chord bearing North 14°12'36" East and having a distance of 14.00 feet; thence North 30°13'48" Mest 1.04 feet; thence North 89°11'12" Nest 165.95 feet; thence North 00°48'48" East 70.89 feet; thence South 59°46'12" Mest 440.21 to a point on the South right-of-way line of Fry Road; thence the following five (5) courses along said line; (1) North 32°02'19" East 16.12 feet; (2) North 59°46'12" East 95.00 feet; (3) North 57°56'14" East 250.13 feet; (4) North 54°20'15" feat; thence South 57°56'14" East 250.13 feet; (4) North 54°20'15" East 100.45 feet; (5) North 59°46'12" East 95.00 feet; (3) North 57°56'14" East 250.13 feet; (4) North 54°20'15" feat; thence South 57°56'14" East 250.13 feet; (4) North 54°20'15" feat; thence South 57°56'14" East 250.13 feet; (4) North 54°20'15" feet; (5) North 59°46'12" East 95.00 feet; (6) North 59°46'12" East 95.00 feet; (7) North 59°46'12" East 95.00 feet; (7) North

The above described Real Estate was platted as Foxmoor, Section I on August 6th, 1990 in the Plat Book C, Page 466 λ & B & C, Instrument # 90010337 in the office of the Recorder of Johnson County. Indiana.

PAGE 1 of EXHIBIT A

ADDITIONAL REAL ESTATE

A part of the West Half of the Southwest quarter of Section 25. Township 14 North Runge 3 East of the Second Principal Meridian. Johnson County Indiana more particularly described as follows:

Commencing at the Southeast Corner of the West half of the Southwest quarter; thence North 01°39'54" East along the East line of said West half 1050.06 feet; thence North 89°11'12" West 255.76 feet to the Point of Beginning; thence continuing North 89°11'12" West 642.91 feet; thence North 00°48'48" East 689.49 feet; thence South 89°11'12" East 167.71 feet to a non-tangent curve concave westerly having a central angle of North 69°38'28" and a radius of 10.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 12.15 feet, (said arc being subtended by a chord having a bearing of South 21°49'46" West, and a length of 11.42 feet); thence South 44°50'06" East 51.42 feet to a non-tangent curve concave southerly having a central angle of South 65°25'07" West and a radius of 10.00 feet; thence Easterly along said curve an arc distance of 11.42 feet, (said arc being subtended by a chord having a bearing of South 88°38'27" East, and a length of 10.81 feet); thence South 88°38'27" East, and a length of 10.81 feet); thence South 88°38'27" East, and a length of 10.81 feet); thence South 89°11'12" East 173.30 feet; thence South 89°11'12" East 61.14 feet; thence South 89°11'12" East 61.14 feet; thence South 00°48'48" West 137.93 feet; thence South 89°11'12" East 61.14 feet; thence South 00°48'48" West 480.00 feet to the Point of Beginning containing 8.22 acres (356,064 square feet), more or less; subject to all highways, rights-of-way and easements.

Nov 13 8 20 All '90

RECEIVED FOR RECORD
BOOK L2 PAGE 982
JACQUOLINE E KELLER
JOHNSON GOUNTY RECORDER

PAGE 2 of EXHIBIT A