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# THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF LIMESTONE SPRINGS PROPERTY OWNERSHIP

a Nevada general partnership ("Declarant"). This Third Amendment is made this day of December, 2007, by Centex Homes,

WITNESSETH:

2007071188 ANND DECL \$25.00 12/27/2007 09:42:27A 3 PGS Jennifer J Hayden HAMILTON County Recorder IN Recorded as Presented

WHEREAS, the following facts are true:

Restrictions of Limestone Springs, as amended by the First Amendment to Declaration of Covenants and Restrictions recorded on November 17, 2005, as Instrument No. 200500075081; and a Second Amendment to Declaration of Covenants and Restrictions recorded on June 27, 2007, as Instrument No. 200700035539 and as supplemented by Supplemental Declarations recorded as Instrument Nos. 200500017138, 200500037805, 200500053779, 200500053780 and 2006-30240 (collectively, the "Declaration"). A. On December 8, 2004, Deciarant mice of the out to the out of the country and Hamilton Country, Indiana as Instrument No. 200400086540, a Declaration of Covenants and On December 8, 2004, Declarant filed of record in the Office of the Recorder of

Declaration relating to the payment of working capital contributions щ Pursuant to Paragraph 24 of the Declaration, Declarant desires to amend the

NOW THEREFORE, the Declaration is amended as follows:

1. Paragraph 18(i) Working Capital Contribution, is hereby deleted and replaced with the following language:

"(j) Working Capital Contribution. A purchaser of a Lot, whether purchased directly from Declarant or purchased from a subsequent Owner, shall be required at closing to pay a sum to the Corporation as such purchaser's contribution ("Working Capital Contribution"), to the working capital of the Corporation. The Working Capital Contribution shall initially be equal to Two Hundred Dollars (\$2,00.00); provided, the Board of Directors (j) may increase the amount of the Working Capital Contribution by not more than ten percent (10%) annually, on a non-cumulative basis, and (ji) may waive the requirement of a Working Capital Contribution for any fiscal year. The Board shall establish the Working Capital Contribution required by this paragraph as part of its annual budget pursuant to Paragraph 18(b) or 18(g) (as the case may be) and collection thereof shall apply to all purchasers of Lots in the applicable fiscal year. The Working Capital Contribution is not an advance payment of Regular Assessments or a contribution to the replacement reserve fund. The Working Capital Contribution shall be deposited with the general funds of the Corporation and used to meet Common Expenses, budgeted and unforeseen expenditures, operating expenses of the Corporation and to purchase

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additional equipment and services. The Working Capital Contribution shall not be used by Declarant to defray its initial construction costs. An Owner's non-payment of the Working Capital Contribution shall be treated as a failure to pay under Paragraph 18(k) of the Declaration."

2. To the extent not amended by this Third Amendment, all other terms, provisions and conditions of the Declaration remain the same.

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IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: its managing general partner Centex Real Estate Corporation,

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Edward F. Hackett, Division President

COUNTY OF TOWN STATE OF INDIANA

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada general partnership, who acknowledged the execution of the foregoing Amendment on behalf of said corporation.

WITNESS my hand and Seal this 20 day of December, 2007.

Notary Public - Printed

My County of Residence

(y Commission Expir

This instrument prepared by: Tammy K. Haney, Bose Nennsylvania Parkway, Suite 300, Indianapolis, Indiana 46280. Haney, Bose McKinney & Evans LLP, 301

affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

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Comment:



2007035539 ANDE \$17.00 06/27/2007 12:17:37P 4 PGS Jennifer J Hayden HAMILTON County Recorder IN Recorded as Presented

### SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF LIMESTONE SPRINGS PROPERTY OWNERSHIP

THIS SECOND AMENDMENT is made as of the Centex Homes, a Nevada general partnership ("Declarant"), 22 day of June, 2007 by

#### WITNESSETH:

WHEREAS, the following facts are true:

On December 28, 2004, Declarant filed of record in the Office of the Recorder of Hamilton County, Indiana, as Instrument No. 200400086540 a Declaration of Covenants and Restrictions of Limestone Springs, as amended by the First Amendment to Declaration of Covenants and Restrictions of Limestone Springs, recorded on November 17, 2005 as Instrument No. 200500075081, recorded in the Office of the Recorder of Hamilton County, Indiana (collectively the "Declaration").

Declarant desires to amend the Declaration with respect to the type of fences
permitted on the Lots (all such capitalized terms being defined in the Declaration).

the Declaration. Declarant is executing this Second Amendment pursuant to Paragraph 24(b) of

NOW, THEREFORE, the Declaration is amended to read as follows:

1. Paragraph 22(t) of the Declaration is amended to read as follows: "Any fences to be constructed on a Lot must be constructed in accordance with the provisions hereof and must be approved by the Architectural Review Board pursuant to Paragraph 17. To be approved, the fence must comply, at a minimum, with the following requirements:

(i) the fence is located in the rear yard of the Lot (the fence shall adjoin the rear side of the Dwelling Unit); there shall be no fences whatsoever constructed in the front yard of any Lot;

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- (ii) except as otherwise provided herein, fences shall be (A) four (4) foot white poly vinyl chloride ("PVC") (not chain link) fences constructed in accordance with the specifications described and shown on Exhibit D attached hereto and incorporated herein; or (B) four (4) foot black vinyl chain link fences;
- (iii) all fences must be located on the property line and must adjoin any existing fence(s) on adjacent Lot(s); provided, however, (i) if an Easement exists on a Lot and an Owner is given permission by the Architectural Review Board to construct a fence outside of the Easement, such fence must be constructed on such Lot outside of the Easement boundary which is closest to the Dwelling Unit; and (ii) subject to approval of the Architectural Review Board of such fence and the location thereof, a 6 foot wood shadowbox or dog-eared fence may be constructed on an approved area of a Lot to screen a deck or patio; provided, however, that such fenced area may not exceed 500 square feet;
- (iv) all fences must be kept in good repair by the Owner.

Any owner who receives approval of the Architectural Review Board to construct a fence or other improvement within an Easement constructs such fence or other improvement at such Cowner's sole risk. In the event work is required in such Easement, Declarant, any third party so authorized in this Declaration and/or any authorized municipal body or utility provider may undertake such work without liability to repair or replace any damage to any fence or other improvement. Any fence or other improvement which impedes or restricts drainage may be modified or removed by the Corporation or applicable municipal entity or utility provider. The cost thereof shall be the Owner's expense and treated as an Additional Assessment against such Owner's Lot.

Z. To the extent not amended by this Second Amendment, all other terms, provisions and conditions of the Declaration remain the same.

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IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation

Edward F. Hacket Indianapolis Division President

STATE OF INDIANA ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hacket, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, and acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants and Restrictions of Limestone Springs Property Ownership on behalf of said corporation.

WITNESS my hand and Notarial Seal this 22 day of June

My Commission Expires:

: Est

y County of Residence:

My County of Residence

Merry Wiggins

W. Carrier W.

(Printed Signature)

MERRY WIGGINS
Hancock County
My Commission Expires
June 5, 2013

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans, 301 Pennsylvania Parkway, Suite 300, Indianspolis, Indiana 46280, (317) 684-5300.

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## SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF LIMESTONE SPRINGS PROPERTY OWNERSHIP

managing general partner ("Declarant"),

WITNESSETH

200500017138
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNITER J HAYDEN
03-22-2005 At 04-02 pm.
DEC COV RES 17.00

WHEREAS, the following facts are true:

estate located in Hamilton County, Indiana, to-wit: Declarant is the sole owner of the fee simple title to the following described real

See legal description attached hereto made a part hereof and marked Exhibit A (hereinafter referred to as "Limestone Springs Section 1B").

- B. On December 22, 2004, Declarant executed a Declaration of Covenants and Restrictions of Limestone Springs which was recorded in the Office of the Recorder of Hamilton County, Indiana on December 28, 2004, as Instrument No. 200400086540 (referred to as the "Declaration"). The Declaration is incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.
- C. Limestone Springs Section, B is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 23 of the Declaration provides that all or part of the Real Estate may be annexed to Limestone Springs, incorporated into the Declaration and the Owners thereof become members of Limestone Springs in accordance with the conditions in paragraph 23 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Limestone Springs Section 1B to the Tract of Limestone Springs have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Limestone Springs Section 1B into Limestone Springs.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

- 1. Declaration. Declarant hereby expressly declares that Limestone Springs Section 1B and all appurtenant easements, Common Area, Lots, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Limestone Springs Section 1B hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(r) of the Declaration.
- 2. <u>Description of Lots.</u> There shall be twenty-six (26) Lots, Numbered 123A and 123B, 131A-138B, 144A-147B (all inclusive) in Limestone Springs Section 1B as shown on the

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Partie Partie Partie

Supplemental Plat for Limestone Springs Section 1B. Limestone Springs or the Tract now has forty-seven (47) Lots.

- 3. <u>Square Footage</u>. All Dwelling Units located on Lots in Limestone Springs Section 1B shall have a minimum square feet of finished living area (exclusive of garages, carports, basements and porches) required by the Zoning Commitments for Limestone Springs and/or other applicable zoning and subdivision laws.
- 4. <u>Acceptance and Ratification.</u> The acceptance of a deed of conveyance or the act of occupancy of a Lot and/or Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and as each may be accepted and ratified by each Owner, tenant and any other occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot and/or Dwelling Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.
- 5. Supplemental Plat. The Supplemental Plat for Limestone Springs Section 1B prepared by Stoeppelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor under the date of the day of Marcus 2005, setting forth the layout, location, identification and dimension of the Lots identified in this Supplemental Declaration is incorporated into the Declaration, added to the plans filed with the Declaration, and has been filed in the Office of the Recorder of Hamilton County, Indiana, as of the 222 day of 1070 (1) 2005 as Instrument No. 2005 as Instrument
- shall control Supplemental Decl ø O the extent that there are **any inconsist**encies in **the terms and** conditions **of this** claration, the Declaration and any recorded Plat, the terms of such recorded Plat
- 7. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

By: Cextex Real Estate Corporation, a Nevada
Its: Managing General Hartner
By: Timothy K. McMahon, Division President

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STATE OF INDIANA ) SS:
COUNTY OF MARION )

8-3-34<u>.</u>

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Covenants and Restrictions of Limestone Springs" on behalf of said corporation.

My Commission Expires: January WITNESS my hand and Notarial Seal this A bac NOTAN Brinted B N. N. My County of Residence: ohnsan Signature day of\_ Marie \_, 2005.

This instrument prepared by Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, Indiana 46240.

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#### EXHIBIT A

#### LIMESTONE SPRINGS SECTION 1B

A part of the Northeast Corner of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

feet from said point; thence northerly along said curve 113.48 feet to the point of tangency of said curve, said point being North 75 degrees 38 minutes 38 seconds West 525.00 feet from the radius point of said curve; thence North 14 degrees 21 minutes 22 seconds East 136.32 feet to the point of minutes 38 seconds West 475.00 feet from said point; thence northerly along said curve 125.69 feet to the point of tangency of said curve, said point being North 89 degrees 11 minutes 42 seconds East curvature of legal highways, rights-of-ways, easements, and restrictions of record. North line 440.71 feet to the place of beginning, containing 6.789 acres, more or less, subject to all Township 18 North, Range 5 East; thence North 89 degrees 11 minutes 42 seconds East along said 501.49' Northeast of 48 minutes 18 seconds West 65.00 feet to the North line of said Quarter Section, said point being 11.13 feet; thence North 45 degrees 48 minutes 18 seconds West 70.71 feet; thence North 00 degrees 475.00 feet from the radius point of said curve; thence North 00 degrees 48 minutes 18 seconds West easterly, the radius point of said curve being South 88 degrees 01 minutes 44 seconds East 525.00 from the radius point of said curve, said point also being the point of curvature of a curve concave tangency of said curve, said point being South 88 degrees 01 minutes 44 seconds East 20.00 feet concave northwesterly, the radius point of said curve being North 08 degrees 10 minutes 14 seconds 325.00 feet from the radius point of said curve, said point also being the point of curvature of a curve the point of tangency of said curve, said point being North 08 degrees 10 minutes 14 seconds West minutes 14 seconds East 325.00 feet from said point; thence easterly along said curve 16.36 feet to feet to a point on a curve concave southerly, the radius point of said curve being South 11 degrees 03 point of tangency of said curve, said point being North 11 degrees 03 minutes 13 seconds West 20.00 34 seconds West 20.00 feet from said point; thence northwesterly along said curve 35.03 feet to the on a curve concave southwesterly, the radius point of said curve being South 89 degrees 37 minutes thence South 89 degrees 11 minutes 42 seconds West parallel with said North line 3.72 feet; thence BEGINNING of this description; thence South 00 degrees 48 minutes 18 seconds East 270.00 feet; West 20.00 feet from the radius point of said curve; thence North 11 degrees 03 minutes 14 seconds West 50.00 seconds W South 00 degrees 48 minutes 18 seconds East 410.00 feet; thence South 89 degrees 11 minutes 42 seconds West along the North line of said Quarter Section 381.54 feet to the POINT OF Commencing at the Northeast Corner of said Quarter; thence South 89 degrees 11 minutes 42 est 50.00 feet; thence North 00 degrees 22 minutes 12 seconds West 95.52 feet to a point feet from said point; thence northeasterly along said curve 27.88 feet to the point of a curve concave westerly, the radius point of said curve being North 75 degrees 38 parallel with said North line 408.67 feet; thence South 89 degrees 37 minutes 48 the Northwest Comer of the East half of the Northwest Quarter, Section 27

This subdivision consists of 13 lots numbered 123, 131-138, 144-147 (both inclusive), and 4 Common Areas labeled C.A. #14-17 (both inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

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## SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF LIMESTONE SPRINGS PROPERTY OWNERSHIP

WITNESSETH

200500017138
Filad for Record in
HAMILION COUNTY, INDIANA
HAMILION COUNTY, INDIANA
JENNIFER J HAYDEN
03-22-2005 At 04-902 pm.
DEC CDV RES 17.00

WHEREAS, the following facts are true:

estate located in Hamilton County, Indiana, to-wit: ⋗ Declarant is the sole owner of the fee simple title to the following described real

See legal description attached hereto made a part hereof and marked Exhibit A (hereinafter referred to as "Limestone Springs Section 1B").

- B. On December 22, 2004, Declarant executed a Declaration of Covenants and Restrictions of Limestone Springs which was recorded in the Office of the Recorder of Hamilton County, Indiana on December 28, 2004, as Instrument No. 200400086540 (referred to as the "Declaration"). The Declaration is incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.
- C. Limestone Springs Section 1B is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 23 of the Declaration provides that all or part of the Real Estate may be annexed to Limestone Springs, incorporated into the Declaration and the Owners thereof become members of Limestone Springs in accordance with the conditions in paragraph 23 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Limestone Springs Section 1B to the Tract of Limestone Springs have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Limestone Springs Section 1B into Limestone Springs.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

- 1. <u>Declaration.</u> Declarant hereby expressly declares that Limestone Springs Section 1B and all appurtenant easements, Common Area, Lots, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Limestone Springs Section 1B hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(r) of the Declaration.
- 2. Description of Lots. There shall be twenty-six (26) Lots, Numbered 123A and 123B, 131A-138B, 144A-147B (all inclusive) in Limestone Springs Section 1B as shown on the

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Supplemental Plat for Limestone Springs Section 1B. Limestone Springs or the Tract now has forty-seven (47) Lots.

- 3. <u>Square Footage</u>. All Dwelling Units located on Lots in Limestone Springs Section 1B shall have a minimum square feet of finished living area (exclusive of garages, carports, basements and porches) required by the Zoning Commitments for Limestone Springs and/or other applicable zoning and subdivision laws.
- as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot and/or Dwelling Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. 4. <u>Acceptance and Ratification.</u> The acceptance of a deed of conveyance or the act of occupancy of a Lot and/or Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration and any rules and regulations adopted pursuant thereto,
- 5. Supplemental Plat. The Supplemental Plat for Limestone Springs Section 1B prepared by Stoeppelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor under the date of the 2 day of Marcust 2005, setting forth the layout, location, identification and dimension of the Lots identified in this Supplemental Declaration is incorporated into the Declaration, added to the plans filed with the Declaration, and has been filed in the Office of the Recorder of Hamilton County, Indiana, as of the 22 day of 2005 as Instrument No. 2005 as Instrument
- Supplemental Decl shall control. ტ O the extent that there are any inconsistencies in the terms and conditions of this plaration, the Declaration and any recorded Plat, the terms of such recorded Plat
- 7. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

**EXECUTED** the day and year first above written

ψ. By: lts: CENTEX HOMES, a orporation imothy K. McMahon, Division President extex Real 5 evada general partnership C) all arrne poration, a Nevada

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COUNTY OF MARION STATE OF INDIANA ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Covenants and Restrictions of Limestone Springs" on behalf of said corporation.

WITNESS my hand and Notarial Seal this L NO JAN TINTED Signature day of\_ Marie 2005.

My Commission Expires: January 30 back

My County of Residence:

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This instrument prepared by Tammy K. Haney, Attomey at Law, Bose McKinney & Evans LLP, 600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, Indiana 46240.

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#### EXHIBIT A

#### LIMESTONE SPRINGS SECTION 1B

A part of the Northeast Corner of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

easterly, the radius point of said curve being South 88 degrees 01 minutes 44 seconds East 525.00 feet from said point; thence northerly along said curve 113.48 feet to the point of tangency of said curve, said point being North 75 degrees 38 minutes 38 seconds West 525.00 feet from the radius 501.49' Northeast of 475.00 feet from the radius point of said curve, thence North 00 degrees 48 minutes 18 seconds West minutes 38 seconds West 475.00 feet from said point; thence northerly along said curve 125.69 feet point of said curve; thence North 14 degrees 21 minutes 22 seconds East 136.32 feet to the point of tangency of said curve, said point being South 88 degrees 01 minutes 44 seconds East 20.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave minutes 14 seconds East 325.00 feet from said point; thence easterly along said curve 16.36 feet to the point of tangency of said curve, said point being North 08 degrees 10 minutes 14 seconds West North line 440.71 feet to the place of beg**inging, co**ntaining 6.789 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record. Township 18 North, Range 5 East; thence North 89 degrees 11 minutes 42 seconds East along said 48 minutes 18 seconds West 65.00 feet to the North line of said Quarter Section, said point being 11.13 feet; thence North 45 degrees 48 minutes 18 seconds West 70.71 feet; thence North 00 degrees to the point curvature of concave northwesterly, the radius point of said curve being North 08 degrees 10 minutes 14 seconds 325.00 feet from the radius point of said curve, said point also being the point of curvature of a curve feet to a point on a curve concave southerly, the radius point of said curve being South 11 degrees 03 point of tangency of said curve, said point being North 11 degrees 03 minutes 13 seconds West 20.00 34 seconds West 20,00 feet from said point; thence northwesterly along said curve 35.03 feet to the on a curve concave southwesterly, the radius point of said curve being South 89 degrees 37 minutes seconds West 50.00 feet; thence North 00 degrees 22 minutes 12 seconds West 95.52 feet to a point South 00 degrees 48 minutes 18 seconds East 410.00 feet; thence South 89 degrees 11 minutes 42 thence South 89 degrees 11 minutes 42 seconds West parallel with said North line 3.72 feet; thence BEGINNING of this description; thence South 00 degrees 48 minutes 18 seconds East 270.00 feet, West 20.00 feet from the radius point of said curve; thence North 11 degrees 03 minutes 14 seconds West 50.00 seconds Wes Commencing at the Northeast Corner of said Quarter; thence South 89 degrees 11 minutes 42 seconds West along the North line of said Quarter Section 381.54 feet to the POINT OF of tangency of said curve, said point being North 89 degrees 11 minutes 42 seconds East feet from said point; thence northeasterly along said curve 27.88 feet to the point of a curve concave westerly, the radius point of said curve being North 75 degrees 38 parallel with said North line 408.67 feet; thence South 89 degrees 37 minutes 48 the Northwest Corner of the East half of the Northwest Quarter, Section 27

in feet and decimal parts thereof. Common Areas labeled C.A. #14-17 (both inclusive). The size of lots and width of streets are shown This subdivision co nsists of 13 lots numbered 123, 131-138, 144-147 (both inclusive), and 4

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