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DECLARATION OF RESTRICTIONS
OF
NESTLEDDOWN FARMS **10/25/1996**

THIS DECLARATION made this 23rd day of August, 1996, by J. R. Lockhart, Jr. and Lisa L. Lockhart, of Hamilton County, Indiana (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided and replatted into a subdivision to be known as "Nestledown Farms" (all of which are hereinafter referred to as the "Development") and

WHEREAS, the Developer is about to sell and convey the residential Lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the Lots and lands in the Development and the future owners thereof:

NOW, THEREFORE, The Developer hereby declares that all of the platted Lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a Particular Lot or Tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

9609638179
PLAT OF RECORD IN
HAMILTON COUNTY, INDIANA
MARY L. CLARK
On 09-09-1996 At 01:30 pm.
L:CL 35.00

CLARKE

A. "Committee" shall mean the Nestledown Farms Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter relinquish to the Association, as defined herein, the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Nestledown Farms Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration and its Articles of Incorporation.

C. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or, if by the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General: Every numbered Lot in the Development, unless it is otherwise designated by the Developer, is a residential Lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential Lots except a single-family dwelling house and such outbuildings as are usually accessory to dwelling houses. No more than one (1) single-family residence may be located on each lot in the Development and no lot shall be further subdivided in order to create more than one (1) building site.

Prior to issuance of an Improvement Location Permit, a delineation of the Lot shall be submitted for approval to the Development Control Committee.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential Lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding which may be constructed upon a residential Lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES, IMPROVEMENTS AND LANDSCAPING.

A. Dwelling Size and Use. All numbered Lots in the Development shall be used for residential purposes only. No business buildings shall be erected on said Lots and no business may be conducted on any part thereof, other than home occupations permitted in the Zoning Ordinance of the City of Noblesville, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential Lot herein other than one (1) detached single family dwelling not to exceed two and one half stories in height. Any garage or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of living space of dwellings constructed on all residential Lots shall be 2,800 square feet exclusive of porches, terraces, garages, carports, accessory buildings and basements for a single-family story dwelling and 3,200 square feet exclusive of porches, terraces, garages, carports, accessory buildings and basements for a multi-story dwelling.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the secondary plat of the Development, no dwelling house or above-grade structure shall be constructed or placed on any residential Lot in the Development except as provided herein.

C. Fences and Mailboxes. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed.

D. Landscaping and Driveways. A landscape plan for each Lot must be approved by the Committee in conformance with Paragraph 6 of these Restrictions. A Lot must have at least five (5) trees growing upon it in the front yard by the time the house is completed, weather conditions permitting, and if this requires planting by the owner, the Committee must approve the size, variety and location of such trees. The owner of a Lot shall seed the front and side yards of the Lot at such time that a home on the Lot is completed. All driveways must be paved from their point of connection with the abutting

street to a point of connection with the garage apron. Vegetable gardens incidental to residential use of a lot shall be permitted provided that such gardens are not used to raise crops for sale to others and any such garden shall be located behind the dwelling house on a lot.

E. Exterior Construction. The finished exterior of every building constructed or placed on any Lot in the Development shall be of material other than vinyl, aluminum or T One Eleven Siding.

F. Chimneys. All chimneys must be of masonry construction or quality designed metal flues as approved by the Committee.

G. Heating Plants and Garages. Every house in the Development must contain a heating plant and air conditioning installed in compliance with the required codes and capable of providing adequate heat and air conditioning for year-round human habitation of the house. Every house in the Development must have at least a three-car garage, attached or detached and no house shall have more than a three-car garage without the express written approval of the Committee.

H. Roof Pitch and Roof Shingles. Any house constructed in the Development shall have a roof pitch and shingle type acceptable to the Committee.

I. Dusk to Dawn Lights. Each Lot shall have a dusk to dawn light located in the front yard of the Lot. The type, design and location of such lights shall be subject to approval by the Committee.

J. Diligence in Construction. Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

K. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

L. Maintenance of Lots and Improvements. The owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow the Lot at such times as may be reasonably required in

- (i) Mow the Lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- (vi) Within ninety (90) days following completion of a house on a Lot, the owner shall landscape the Lot, as provided herein, weather permitting.

M. Developer's and Association's Right to Perform Certain Maintenance. In the event that the owner of any Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Developer and the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Developer or the Association shall be collected in any reasonable manner from the owner. Neither the Developer nor 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. Powers of enforcement of such lien shall be under the same terms and conditions of enforcement of liens as set forth in Paragraph 8, sub-paragraph C herein.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

- A. Nuisance. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Committee).
- B. Installation of Septic Systems. The installation of any septic system on a Lot subject to these Restrictions shall be in compliance with all rules and regulations of the local health department or agency having jurisdiction over the installation of septic systems within the Development.

5. GENERAL PROHIBITIONS.

- A. In General. No noxious or offensive activities shall be carried on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any owner of another Lot in the Development.
- B. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development without the prior written approval of the Committee.
- C. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. No horses shall be kept or maintained on any Lot.
- D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot in the Development, unless the same shall be screened in such a manner that it is not visible to the occupants of the other Lots in the Development or the users of any street in the Development. A determination of what constitutes adequate screening shall be the determination of the Committee and shall be illustrated on the plot plan showing improvements to be placed on the Lot.
- E. Garbage and Other Refuse. No owner of a Lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as may be permitted in Subparagraph G below. All houses built in the Development shall be equipped with a garbage disposal unit.
- F. Satellite Dishes. No satellite dish or similar apparatus shall be placed or located on any Lot or the exterior of any home in the Development unless the same is obscured from view from the street and other lots in the Development and is approved in writing by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.
- G. Fuel Storage Tanks and Trash Receptacles. With the exception of gas propane tanks, every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for trash, rubbish or garbage including propane tanks shall be so placed and kept as not to be visible from any street or Lot within the Development at any time, except at the times when refuse collections are being made.

H. Model Homes. No owner of any Lot in the Development shall build or permit the building upon said Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

I. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, storage building, garage or other outbuilding shall be placed or erected on any Lot nor shall any overnight camping be permitted on any Lot, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

J. Ditches and Swales. It shall be the duty of every owner on every Lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.

K. Utility Services. Utility services shall be installed underground in or adjacent to public rights-of-way to minimize removal of trees.

L. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots nor shall any septic tanks be installed on any of the Lots in the Development without the approval of the Committee and all such installations shall be in compliance with all rules and regulations of any health department having jurisdiction thereof.

M. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted on any Lot or the exterior of any home in the Development unless the same is obscured from view from the street or other lots in the Development and is approved in writing by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.

6. NESTLEDOWN FARMS DEVELOPMENT CONTROL COMMITTEE.

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure, landscaping or improvement of any type or kind shall be constructed or placed on any Lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the Lot requesting authorization from the Committee. Such written application shall be in the

manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot together with landscaping, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions.

(i) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
- (b) The design, building materials or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures;
- (c) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One 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.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, 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 according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction invoked, or the materials to be used.

D. Inspection. The Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of its Architectural Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of said Lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single-dwelling house. This provision shall also apply with respect to any votes or assessments provided for in these restrictions as they apply to the owners of lots in the Development.

8. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or any estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. NESTLEDOWN FARMS PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(i) There shall be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Nestledown Farms Property Owners' Association, Inc.", which is referred to as the "Association". Every owner of a residential Lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential Lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

(ii) In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association for persons who are not otherwise entitled to the benefits of membership by virtue of being owners of residential Lots within the Development. Associate members shall have none of the rights of members to vote at meetings of the Association. The Board of Directors of the Association may establish fees or charges for such associate memberships and rules and regulations concerning such associate memberships which may be different from those applicable to members generally.

B. Purposes of the Association.

(i) The general purpose of the Association is to create a legal entity which will own and be responsible for maintenance, repair, replacement and beautification of certain private streets, easements, common areas and rights-of-ways, together with improvements and landscaping located within the Development and any other services that the Board of Directors of the Association may deem appropriate or necessary for the general benefit of the Development.

(ii) Specifically, there shall be located within the Development two (2) private streets to service the Lots in the Development: a storm swale system providing drainage for said streets and lots and possibly landscaping and lighting to be located within areas designated "Access, Utility and Drainage Easements" on the secondary plat or plats of the Development. The Association shall maintain, replace and repair all said private streets and other improvements and landscaping that is located within easements in favor of the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the Lots within the Development. Such charge shall be at least \$300.00 per year for each residential Lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$300.00. No charge shall ever be levied by the Association against the Developer.

(ii) Every such charge shall be paid in advance by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year and written notice of the charge so fixed shall be sent to each member. Assessments shall be payable on the contract closing of a Lot or the

delivery of the deed for a Lot, whichever occurs first. Payments shall be prorated from date of closing until the following March 1st and thereafter payable annually.

(iii) Any charge levied or assessed against any Lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that Lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the Owner or Owners of the Lot at the time the charge fell due. Such charge shall bear interest at the rate of one per cent (1%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The legal or equitable Owner of the Lot or Lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or cost, including attorney's fees, incurred by the Association in collecting the same. Every legal or equitable owner of a Lot in the Development and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become a legal or equitable Owner of a Lot in the Development is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the purpose of providing for the improvement and the maintenance of the properties owned or operated by the Association.

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association or property of the Association, of any member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants

for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

10. EASEMENTS FOR ACCESS TO COMMON DRIVES

Lots 1, 2, 5 and 6 and Lots 7, 8, 11 and 12 do not abut the common drive(s) to be installed by the Developer as shown on the plat or plats of the Development. These Lots shall have an easement for access to the common drive(s) to be installed by the Developer across adjoining Lots as well as access to utility services located within "Access, Utility and Drainage Easements" as shown on the plat or plats of the Development. The location, composition and configuration of any driveway to be located across an "Access, Utility and Drainage Easement" shall be approved in writing by the Committee and all services shall be underground.

11. TILES.

The tiles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2032, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the Lots in the Development.

13. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 23rd day of August, 1996.


R. LOCKHART, JR.
"Developer"


LISA L. LOCKHART
"Developer"

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared J. R. Lockhart, Jr. and Lisa L. Lockhart, who acknowledged the execution of the foregoing Declaration of Restrictions of Nestledown Farms.

Subscribed and sworn to before me this 23rd day of August, 1996.

My Commission Expires: NOTARY PUBLIC STATE OF INDIANA
My County of Residence: MARSHEN COUNTY MAY 5 2000



This instrument was prepared by Hayes T. O'Brien, Attorney at Law, 8501 Bent Tree Court, Indianapolis, Indiana 46260

CHICAGO TITLE

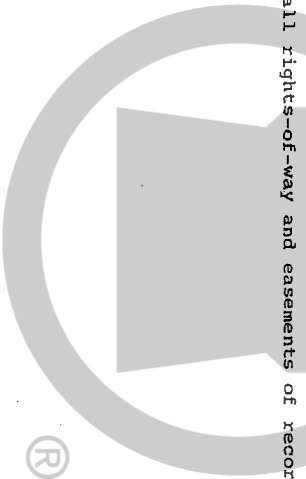
EXHIBIT A

LAND DESCRIPTION

Part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East, Hamilton County, Indiana, being described as follows:

Commencing at the Northwest corner of the West half of the Northeast Quarter of said Section 6, marked by a railroad spike at the intersection of the North line thereof and the centerline of Florida Road; thence North 89 degrees 28 minutes 25 seconds East (assumed bearing) 1,402.81 feet along said North line to the center of a 1.1 foot concrete post, being the point of beginning; thence North 89 degrees 20 minutes 54 seconds East 1,198.62 feet along said North line to a point which is 34.00 feet from a stone marking the Northeast corner thereof; thence South 00 degrees 00 minutes 00 seconds West 1,533.72 feet to the centerline of 113th Street; thence North 85 degrees 11 minutes 01 seconds West (this and the next two calls being along said centerline) 593.80 feet to a railroad spike; thence North 85 degrees 06 minutes 15 seconds West 577.43 feet to a railroad spike; thence North 86 degrees 30 minutes 22 seconds West 53.42 feet to a rebar at the intersection of said centerline and the East line of the land described in Deed Record 83-7085; thence North 00 degrees 52 minutes 59 seconds East 1,417.00 feet along said East line to the point of beginning and containing 41.000 acres, more or less.

Subject to all rights-of-way and easements of record.



CHICAGO TITLE