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RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

Doc. No. 201043781  
Receipt No. 18448

DCFD	3.00
MISL	68.00
MISL	1.00
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OVER	74.00

**AGREEMENT**

and

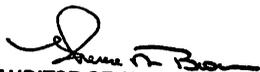
**DECLARATION OF COVENANTS AND RESTRICTIONS**

for an Addition in Allen County, Indiana called

**GRAYFOX**

AUDITOR'S OFFICE  
Duly entered for taxation. Subject  
to final acceptance for transfer.

JUN 26 2001

  
AUDITOR OF ALLEN COUNTY

01 5850  
AUDITORS NUMBER

**DECLARATION OF COVENANTS AND RESTRICTIONS  
for  
GRAYFOX**

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**Exhibit A-I to A-IV Description of the Tract**

## DECLARATION OF COVENANTS AND RESTRICTIONS

### WITNESSETH:

WHEREAS, the following facts are believed to be true, and any inaccuracy shall not affect the effectiveness of the provisions set forth herein:

A. On May 8, 1989, SID, Inc. was the owner of Real Estate located in Allen County, Indiana, legally described in Exhibit A-I, which Real Estate shall hereafter be referred to as the "Section I Real Estate". On May 8, 1989, SID, Inc. platted the Section I Real Estate to provide for sixteen (16) home sites, numbered 1 to 16, inclusive, and certain easements and common areas. In addition, on May 8, 1989, SID, Inc. filed a document titled "Protective Covenants and Restrictions, Limitations, and Easements for Grayfox, Section I, an addition in Aboite Township, Allen County, Indiana", which document was recorded in Plat Cabinet A, page 163 as Document No. 89-016689 (hereafter, as amended, the "Section I Covenants"). On December 11, 1989, SID, Inc. filed certain Amendments to the Section I Covenants, which Amendments are set forth in Document No. 89-048924 recorded in the office of the Recorder of Allen County, Indiana.

B. On April 16, 1993, SID, Inc. was the owner of Real Estate located in Allen County, Indiana, legally described in Exhibit A-II, which Real Estate shall hereafter be referred to as the "Section II Real Estate". On April 16, 1993, SID, Inc. platted the Section II Real Estate to provide for ten (10) home sites numbered 17 through 26, inclusive, and certain easements and common areas. In addition, on April 16, 1994, SID, Inc. filed a document titled "Protective Covenants and Restrictions, Limitations and Easements for Grayfox, Section II, a subdivision in Aboite Township, Allen County, Indiana, in the office of the Recorder of Allen County, Indiana", in Plat Cabinet B, page 139 as Document No. 93-018611 (hereafter referred to as "Section II Covenants").

C. On September 25, 1995, GF, Inc. was the owner of Real Estate located in Allen County, Indiana, legally described in Exhibit A-III, which Real Estate shall hereafter be referred to as the "Section III Real Estate". On September 25, 1995, GF, Inc. platted the Section III Real Estate to include nine (9) home sites numbered 27 through 35, inclusive, and certain easements and common areas. GF, Inc. also recorded a document titled "Protective Covenants and Restrictions, Limitations and Easements for Grayfox, Section III, a subdivision in Aboite Township, Allen County, Indiana", in the office of the Recorder of Allen County, Indiana, in Plat Cabinet C, page 70 as Document No. 95-043609 (hereafter referred to as "Section III Covenants").

D. GF, Inc. is currently the owner of the Real Estate legally described in Exhibit A-IV ("Section IV Real Estate"), which Real Estate is contiguous to some or all of the Section I, Section II, or Section III Real Estate. GF, Inc. has prepared a preliminary plat of the Section IV Real Estate and, in the future, would like to complete a final plat of the Real Estate, and subdivide the Real Estate into twelve (12) lots. GF, Inc. would like these twelve (12) lots to be included in the subdivision known as Grayfox, which currently consists of the Section I Real Estate, the Section II Real Estate, and the Section III Real Estate.

E. The Persons executing this instrument are the current Owners of the Lots identified by lot number below the parties' respective signatures and the owner of the Section IV Real Estate. These Owners are executing this instrument to signify their agreement that the previous covenants, restrictions and limitations set forth in the Section I, Section II and Section III Covenants (the documents recorded in the office of the Recorder of Allen County as Document No. 89-016689 as amended by Document No. 89-048924, Document No. 93-018611 and Document No. 95-043609) shall be amended by deleting all such covenants, restrictions and limitations in their entirety and replacing them with the covenants, limitations and restrictions set forth herein.

NOW, THEREFORE, the undersigned hereby declare and agree that all of the Lots and land in the Tract, as they are held and shall be held, conveyed, hypothecated, used, occupied and improved, are subject to the following Restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and of each of Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon the Owners, their successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Owner and its successors in title to the Tract or any part or parts thereof. In addition, each of the undersigned, on behalf of themselves and their successors and assigns, hereby quit claims any right, title and interest they may have in and to the common area identified in the plats for Section I, II and III of Grayfox to the Grayfox Homeowner's Association, Inc.

1. **Definitions.** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

"Architectural Control Assessment" means the assessment levied by the Corporation pursuant to Paragraph 8(c).

"Architectural Review Board" means that entity established pursuant to Paragraph 9(a) of this Declaration for the purposes therein stated.

"Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

"Assessments" means all sums lawfully assessed against the Members of the Corporation or as declared by this Declaration, the Articles or the By-Laws.

"Board of Directors" means the governing body of the Corporation elected in accordance with the By-Laws.

"By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time.

"Community Area" means (i) the Drainage System, (ii) the Entry Ways, (iii) any utility service lines or facilities not maintained by a public utility company or governmental agency that are located on, over or below or through the Tract, and (iv) any areas of land (1) shown on the Plat as common areas, or (2) conveyed to or acquired by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots.

"Corporation" means Grayfox Homeowner's Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds, and the other structures, fixtures, properties, equipment and facilities located in the Tract and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Tract, including but not limited to those shown or referred to on the Plat, all or part of which may be established as legal drains.

"Grayfox" means the name by which the Tract shall be known.

"Entry Way" means the signage constructed as an entrance to Grayfox and the grassy area surrounding such signage.

"Lot" means a platted lot as shown on the Plat.

"Lot Development Plan" means (i) all data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon, which may include (ii) a site plan prepared by a licensed engineer or architect, (iii) foundation plan and proposed finished floor elevations, (iv) building plans, including elevation and floor plans, (v) material plans and specifications, and (vi) landscaping plan.

"Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

"Member" means a member of the Corporation and "Members" means all members of the Corporation.

"Owner" means a Person, who at the time, is the fee simple owner of a Lot or is acquiring such an interest in a Lot. If no such Person exists, the term shall refer to the Owner of record in the Allen County Assessor's office.

"Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

"Plat" means the final secondary plats of the sections of the Tract recorded in the Office of the Recorder of Allen County, Indiana.

"Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including a private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot.

"Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration and the Register of Regulations, as the same may from time to time be amended.

"Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, which may be amended from time to time.

"Tract" means the land described in Exhibit A-1 to A-IV.

2. **Declaration.** The undersigned Owners hereby expressly agree and declare that the Tract shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents with the Corporation and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

3. **Drainage System.** The Drainage System has been constructed for the purpose of controlling drainage within and adjacent to the Tract and the occasional discharge thereof as reasonably required from time to time. The Corporation shall maintain the Drainage System to the extent not maintained by any governmental agency, and the Maintenance Cost shall be a General Assessment.

4. **Maintenance of Entry Way and Community Area.** The Corporation shall maintain the Entry Way and Community Area and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Grayfox and other parts thereof.

5. **Construction of Residences.**

(a) **Land Use.** Lots may be used for residential purposes only. The Owner and his family shall be the sole occupants of the Residence located on the Lot, but this restriction shall not prevent any Residence from being occupied by a person occupying the Residence for the purpose of security or maintenance of the Residence during the temporary absence of the Owner. No Lot may be subdivided, nor may there be more than one Residence on a Lot. One Residence may be constructed on contiguous Lots if such construction is feasible without interfering with utility easements and the like. In any such case, the Lots can not be thereafter sold separately, but must be sold together. No home occupation shall be conducted or maintained on any Lot which draws members of the public to the Lot. No signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

(b) **Lot Development Plans.** Prior to commencement of any construction or improvements on or to a Lot, a Lot Development Plan shall be submitted to the Architectural Review Board in accordance with the requirements of Paragraph 9. Each Owner shall comply with the terms and provisions of Paragraph 9 and the requirements of the Architectural Review Board established pursuant to the authority granted by this Declaration.

(c) **Size of Residence.** Except as otherwise provided herein, no Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall be not less than the following minimum square footages:

I. Lots 1 to 26, Inclusive (Section I & II).

<u>TYPE</u>	<u>LIVING AREA</u>
1 Story	1800 square feet
2 Story	1600 square feet - (First Floor)
1 ½ Story	1600 square feet - (First Floor)

II. Lots 26 to 47, Inclusive (Sections 3 & 4).

<u>TYPE</u>	<u>LIVING AREA</u>
1 Story	1800 square feet
2 Story	2200 square feet (First Floor 1600 square feet)
1 ½ Story	1600 square feet - (First Floor)

All garages shall be attached, at least 650 square feet and, except for Lot 5, side-loaded.

(d) Building Location and Finished Floor Elevation. No building may be erected between the building line shown on the Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than seven (7) feet to any side Lot line. The aggregate side yard setback shall not be less than seventeen (17) feet. The front and rear setbacks shall be as set forth in the Plat and, in the absence of such Platted setback, as follows:

Homesite Number	Front	Rear
1	30	25
2	40	25
3	50	25
4	50	25
5	50	25
6	50	25
7	50	25
8	50	25
9	50	25
10	50	25
11	50	25
12	50	25
13	50	25

14	50	25
15	50	25
16	50	25
17	40	25
18	40	25
19	40	25
20	35	25
21	*	25
22	*	25
23	*	25
24	*	25
25	35	25
26	35	25
27	50	25
28	35	25
29	35	25
30	35	25
31	35	25
32	35	25
33	35	25
34	35	25
35	35	25
36	**	**
37	**	**
38	**	**
39	**	**
40	**	**
41	**	**
42	**	**
43	**	**
44	**	**
45	**	**
46	**	**
47	**	**

\* As shown on plat - irregular

\*\* Exact specifications are not known since Section IV has not been finally platted. The specifications shall be per the approved plat.

(e) Driveways. All driveways shall be paved with either concrete or brick.

(f) Storage Tanks. All fuel and other storage tanks shall be installed underground or concealed within the dwelling or garage in accordance with the state, federal, city, and county laws, ordinances, statutes, regulations, and orders applicable thereto, and other applicable rules and regulations of other governmental bodies having any jurisdiction thereof.

(g) Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. All landscaping specified on the landscaping plan approved by the Architectural Review Board shall be installed on the Lot strictly in accordance with such approved plan within six (6) months following substantial completion of the Residence unless the Board agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or acts of God, construction of a Residence shall be completed within nine (9) months after the date of commencement of the building process, and building shall commence within nine (9) months after the Owner acquires the Lot.

(h) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by Grayfox or a successor public agency or public utility) shall be installed or maintained on any Lot.

(i) Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such other Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall be in accordance with the Lot Development Plan and approved by the Architectural Review Board. These drains shall be connected whenever feasible into a subsurface drainage tile. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

**6. Maintenance of Lots.**

(a) Vehicle Parking. No recreational vehicle, motor home, trailer, boat or disabled vehicle may be parked or stored on any Lot in open public view for more than seven (7) days.

(b) Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than four (4) square feet may be displayed for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale. One similar sign may be displayed at the Entry Way. Notwithstanding the foregoing, political election signs shall be allowed thirty (30) days prior to an election, and shall be removed immediately following election (voting) day.

(c) Fencing. Except for those fences existing on September 30, 2000, the only fencing permitted shall be made of natural materials and of not more than four (4) feet in height. Trees, bushes and shrubs planted in such a manner as to constitute a hedge shall be deemed a fence, but may be permitted at the discretion of the Architectural Review Board. No fence or part thereof shall be constructed between the front property line and the rear elevation of the Residence (i.e.: all fences must be constructed between the rear elevation and the rear property lines). No fence may be erected on any Lot without the prior written approval of the Architectural Review Board as provided in paragraph 9 herein, and the Architectural Review Board may establish design standards for fences and further restrictions with respect to fencing, which may include limitations on or the prohibition of fences on particular Lots.

(d) Natural Areas and Vegetation. No live, healthy trees or bushes shall be cut down on any Lot or in the Community Area, except for those reasonably required to be removed for the construction of the Residence to be located thereon, and the yard surrounding the Residence, pursuant to an approved Lot Development Plan. On any Lot, as little disturbance of the natural area as needed shall be permitted inside the area to be improved and as little disturbance of the natural area outside of the area to be improved shall be permitted. The purpose of this provision is to preserve the wooded and natural character of the land, to allow natural reforestation and to preserve wildlife habitat. An Owner shall remove any dead standing tree on Owner's Lot if such tree presents a danger to other Owners or their property. An Owner shall be responsible for upkeep on developed and undeveloped Lots. If an Owner fails to comply with this Restriction, the Board of Directors shall notify the Owner with two (2) written notices of the infraction prior to pursuing Paragraph 8 (c) of this Declaration.

(e) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

(f) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Trash or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

(g) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The Owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Pets shall be on a leash when not on the Owner's Lot. Owners shall remove any fecal deposits made by their pet in any Community Area.

(h) Outside Burning. No trash, leaves, recreational fires, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in compliance with all applicable legal requirements.

(i) Antennas and Receivers. No satellite receiver, down-link or antenna of any kind shall be permitted except a satellite dish that is less than twenty-four (24) inches in diameter.

(j) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot. Mercury vapor and similar type security lights shall not be permitted without the consent of the Architectural Review Board, which consent shall be withheld unless all Owners of Lots within two hundred (200) feet of the Lot upon which the light is to be erected consent to the installation thereof.

(k) No Motorized Vehicles. No go-carts, motor scooters, snowmobiles or other motorized vehicles (except lawn maintenance equipment) of any sort shall be operated within the Tract, but such vehicles may enter and exit such Tract as necessary for an Owner to operate such vehicles outside the Tract.

**7. Grayfox Homeowners Association, Inc.**

(a) Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration, the Articles and By-Laws, together with all other powers that belong to it by law.

(c) Classes of Members. The Corporation shall have a single class of members.

(d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

**8. Assessments.**

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation General Assessments and Architectural Control Assessments (to the extent levied), such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment.

i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance, repair, replacement and operation of the Community Area.

ii) Basis for Assessment.

(1) Lots Generally. Each Lot shall be assessed at a uniform rate beginning with the fiscal year that commences following the commencement of construction.

(2) Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors if such change is approved by (i) two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

(c) Architectural Control Assessment. If any Owner fails to comply with the requirements of the provisions of Paragraphs 5, 6 or 9 of this Declaration, then the Corporation may levy against the Lot owned by such Owner an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) One Hundred Dollars (\$100.00) for each day that such failure continues after two (2) written notices thereof is given by the Corporation to such Owner or (ii) Ten Thousand Dollars (\$10,000.00). Such Assessment shall constitute a lien upon the Lot of such Owner and may be enforced in the manner provided in subparagraph (d) below. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to the Corporation provided in this Declaration, at law or in equity in the case of the failure of an Owner to comply with the provisions of this Declaration. An incident relating to the Architectural Control Assessment shall be enforced only after recommendation of the Board of Directors, and approval by two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

(d) Special Assessments. In addition to the other assessments provided for herein, the Corporation may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Tract provided that such Special Assessment shall have the assent of a majority of the Owners of Lots who vote in person or by proxy at a meeting of such Owners duly called for the purpose of discussing the capital improvement.

(e) Effect of Nonpayment of Assessments; Remedies of the Corporation. Any Assessment not paid within sixty (60) days after the due date shall, upon resolution of the Board of Directors, bear interest from the due date at the rate of 1½% per month. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Community Area or abandonment of his Lot.

(f) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot.

(g) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.

(h) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. Upon the recommendation of the Board of Directors, such annual budget shall be approved at the annual meeting of the Members, by a majority of the Members who are voting in person or by proxy at that meeting.

**9. Architectural Control.**

(a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or more Persons as provided in the By-Laws shall be appointed by the Board of Directors.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Tract and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. Prior to the commencement by any Owner of construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, play equipment, patio, or other structure on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no Residence, building, fence, wall, swimming pool, tennis court, patio or other structure shall be commenced, erected, maintained, improved, altered, made or done, by any Person without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, or alteration. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Grayfox, and no Owner shall undertake any construction activity within Grayfox unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after notice of such plan has been duly filed with the Architectural Review Board in accordance with procedures established by the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of such Board to act on the plan within the specified period) may be appealed to the Board of Directors which may reverse or modify such decision (including approve a Lot Development Plan deemed denied by the failure

of the Architectural Review Board to act on such plan within the specified period) by a two-thirds (2/3) vote of the Directors then serving.

(e) Guidelines and Standards. The Board of Directors shall establish and modify from time to time such written architectural and landscaping design standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. Upon recommendation of the Board of Directors, these standards shall be effective only after approval at a meeting of the Members through a two-thirds (2/3) vote of the Members who are voting in person or by proxy at a meeting of such Members duly called for this purpose. These standards shall then be mandatory with the same force and effect as these restrictions until modified.

(f) Application of Standards. The Architectural Review Board shall apply the standards established pursuant to subparagraph (e) in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Board if resubmitted.

(g) Exercise of Discretion. Owners intend that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Architectural Review Board, could only conclude that such determination constituted an abuse of discretion.

(h) Liability of Board. Neither the Architectural Review Board, nor any member thereof, nor any agent thereof, nor the Board of Directors 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 Board does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

(i) Inspection. Members of the Architectural Review Board may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

**10. Community Area.**

(a) Ownership. The Community Area shall remain private. The Corporation through the Board of Directors may, however, dedicate or transfer all or any part of the Community Area to any entity, including but not limited to, any public agency, authority or utility for use as roads, utilities, parks or other public purposes if such transfer is approved by (i) two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

(b) Obligations of the Corporation. The Corporation shall be responsible for the exclusive management and control of the Community Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Community Area in good, clean, attractive and sanitary condition, order and repair.

(c) Damage or Destruction by Owner. In the event the Community Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Corporation to repair said damaged area in a good workmanlike manner. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a special assessment and shall constitute a lien upon the Lot of said Owner.

**11. Easements.**

(a) Plat Easements. In addition to such easements as may be created pursuant to the written instruments recorded in the office of the Recorder of Allen County, Indiana, Lots are subject to drainage easements, sewer easements, and utility easements as shown on the Plat, which are reserved for the use of Owners, the Corporation, the Architectural Review Board, public utility companies and governmental agencies as follows:

(i) Drainage Easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Grayfox and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any

improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage and by the Architectural Review Board. Said easements are for the mutual use and benefit of the Owners.

(ii) Sewer Easements (SE) are created for the use of the Corporation or any local governmental agency or public utility having jurisdiction over any storm and sanitary waste disposal system which serves the Tract.

(iii) Utility Easements (UE) are created for the use of the Corporation and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Allen County, but a paved driveway necessary to provide access to a Lot from a public street and a sidewalk (and replacements thereof) shall not be deemed a "structure" for the purpose of this Restriction.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Tract for ingress, egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Tract and to excavate for such purposes if such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in the Tract except as approved by the Architectural Review Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Corporation shall have the right to grant such easement on the Tract without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Tract, shall be

limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

(c) **Public Health and Safety Easements.** An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Community Area in the performance of their duties.

(d) **Crossing Underground Easements.** Easements utilized for underground service may be crossed by driveways and walkways provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways and walkways, and no utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

**12. Prohibition of Above Ground Utility Facilities.** All utility wires, cables, conduits, pipes and other facilities within the Tract shall be located underground within the utility easements provided, except that poles and overhead facilities may be used to the extent reasonably necessary at those places where distribution facilities enter and leave the Tract, and housings and other facilities may be above the surface of the ground to the extent otherwise necessary for installation and operation of the utility service directly to a Residence, but shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable.

**13. Sewer and Water Systems.** The developer shall provide sewer and water taps to each Owners Lot, and the Owner of each Lot shall be responsible for any applicable tap-in fee.

**14. No Hunting, Shooting or Trapping.** No hunting, shooting or trapping shall be allowed within the Tract. The Corporation may, however, hunt, shoot or trap to prevent damage to the ponds or other Community Area.

**15. Enforcement.** The Corporation or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, but the Corporation shall not be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person

seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if the person substantially prevails in such action.

**16. Amendments.**

(a) Generally. This Declaration may be amended by an instrument signed by the President and Secretary of the Corporation, acting pursuant to authority granted by not less than two-thirds (2/3) of the votes of the Members.

(b) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Allen County, Indiana.

**17. Interpretation.** The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever 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.

**18. Duration.** The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners and the Corporation, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2010, 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 Tract.

**19. 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.

Lot No. 1:	<u>Barbara Wachtman</u> (Printed Name)	<u>THOMAS R SKLWA</u> (Printed Name)
Lot No. 2:	<u>John Daniels</u> (Printed Name)	<u>Michelle R. Daniels</u> (Printed Name)
Lot No. 3:	<u>CLIFFORD MILLER</u> (Printed Name)	<u>Clifford Miller</u> (Printed Name)
Lot No. 4:	<u>Ronald A. Nicodemus</u> (Printed Name)	<u>Ronald A. Nicodemus</u> (Printed Name)
Lot No. 5:	<u>Thomas A. Hardin</u> (Printed Name)	<u>Cari Hardin</u> (Printed Name)
Lot No. 6:	<u>Julie Knezovich</u> (Printed Name)	<u>Joseph Knezovich</u> (Printed Name)
Lot No. 7:	<u>Teresa M. Shreffler</u> (Printed Name)	<u>STEVEN R. SHREFFLER</u> (Printed Name)
Lot No. 8:	<u>Patricia Pancker</u> (Printed Name)	<u>PAUL PANCKER</u> (Printed Name)

- |             |   |   |
|-------------|---|---|
| Lot No. 9:  | <u>Richard Ahrens</u><br>RICHARD L. AHRENS<br>(Printed Name)        | <u>Deloris Ahrens</u><br>Deloris Ahrens<br>(Printed Name)       |
| Lot No. 10: | <u>Gary L. Whitacre</u><br>Gary L. Whitacre<br>(Printed Name)       | <u>Beth A. Whitacre</u><br>BETH A. WHITACRE<br>(Printed Name)   |
| Lot No. 11: | <u>Chester Chapin</u><br>Chester Chapin<br>(Printed Name)           | <u>Sharon Chapin</u><br>SHARON CHAPIN<br>(Printed Name)         |
| Lot No. 12: | <u>Kent C. Rittenhouse</u><br>KENT C. RITTENHOUSE<br>(Printed Name) | <u>Maria Rittenhouse</u><br>MARIA RITTENHOUSE<br>(Printed Name) |
| Lot No. 13: | <u>Edgar Ribenour</u><br>Edgar Ribenour<br>(Printed Name)           | <u>Rosy Ribenour</u><br>Rosy Ribenour<br>(Printed Name)         |
| Lot No. 14: | <u>Tom Cole</u><br>Tom Cole<br>(Printed Name)                       | <u>Sharon K. Cole</u><br>SHARON K. COLE<br>(Printed Name)       |
| Lot No. 15: | <u>Gloria J. Kinzer</u><br>GLORIA J. KINZER<br>(Printed Name)       | <u>Steven M. Kinzer</u><br>Steven M. Kinzer<br>(Printed Name)   |
| Lot No. 16: | <u>Nico St. J.</u><br>Nico St. J.<br>(Printed Name)                 | <u>Nico St. J.</u><br>Nico St. J.<br>(Printed Name)             |

Lot No. 17: Harry Somerville  
GARY SOMERVILLE  
(Printed Name)

Sherry Somerville  
SHERY SOMERVILLE  
(Printed Name)

Lot No. 18: James Falloon  
NAMES E. FALLOON  
(Printed Name)

Jeannette T. Falloon  
JEANNETTE T. FALLOON  
(Printed Name)

Lot No. 19: Gregory Householder  
GREGORY HOUSEHOLDER  
(Printed Name)

Clare Householder  
CLARE HOUSEHOLDER  
(Printed Name)

Lot No. 20: Ron Kitchen  
RON KITCHEN  
(Printed Name)

Deborah P. Kitchen  
DEBORAH KITCHEN  
(Printed Name)

Lot No. 21: Larry J. Ball  
LARRY J. BALL  
(Printed Name)

June L. Ball  
JUNE L. BALL  
(Printed Name)

Lot No. 22: Kelly A. Steiner  
KELLY A. STEINER  
(Printed Name)

Kenneth M. Steiner  
KENNETH M. STEINER  
(Printed Name)

Lot No. 23: Scott Payne  
SCOTT PAYNE  
(Printed Name)

Linda M. Payne  
Linda M. Payne  
(Printed Name)

Lot No. 24: Pamela S. No. Bolt  
Pamela S. No. Bolt  
(Printed Name)

Pamela S. No. Bolt  
Pamela S. No. Bolt  
(Printed Name)

Lot No. 25:

*[Handwritten Signature]*

JOHN L. KARMIRE  
(Printed Name)

*[Handwritten Signature]*

THERESA L. KARMIRE.  
(Printed Name)

Lot No. 26:

*[Handwritten Signature]*

Jessie J. Jenkins  
(Printed Name)

*[Handwritten Signature]*

Stephanie Jenkins  
(Printed Name)

Lot No. 27:

PAUL J. RASMAN

(Printed Name)

*[Handwritten Signature]*

(Printed Name)

Lot No. 28:

Jeffrey A. Soldner

Karen Soldner  
(Printed Name)

*[Handwritten Signature]*

Karen M Soldner  
(Printed Name)

Lot No. 29:

*[Handwritten Signature]*

DALE FRY  
(Printed Name)

*[Handwritten Signature]*

VIRGINIA FRY  
(Printed Name)

Lot No. 30:

*[Handwritten Signature]*

Bretchen Brunett  
(Printed Name)

*[Handwritten Signature]*

Phil Brunett  
(Printed Name)

Lot No. 31:

*[Handwritten Signature]*

Edward C. Vessels  
(Printed Name)

*[Handwritten Signature]*

Kathy S. Vessels  
(Printed Name)

Lot No. 32:

*[Handwritten Signature]*

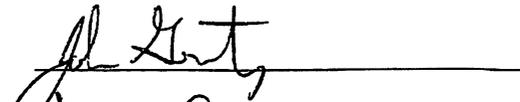
RICHARD H. FULTON  
(Printed Name)

\_\_\_\_\_

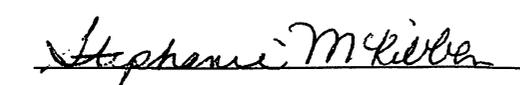
(Printed Name)

Lot No. 33:   
TIM SAVAGE  
(Printed Name)

Vanessa Savage  
Vanessa Savage  
(Printed Name)

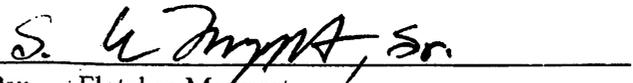
Lot No. 34:   
JOHN GENTRY  
(Printed Name)

Susan Gentry  
Susan Gentry  
(Printed Name)

Lot No. 35:   
Stephanie McKibben  
(Printed Name)

  
John McKibben  
(Printed Name)

GF, Inc.

  
By: Fletcher Moppert  
Its: President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above identified individuals, who acknowledged the execution of the above and foregoing Agreement and Declaration of Covenants and Restrictions for Grayfox.

WITNESS my hand and Notarial Seal this 21 day of June, 2001.

Kathy S. Vessels  
Notary Public Residing in Allen County

Kathy S. Vessels  
(printed signature)

My Commission Expires:

Mar 8, 2009

# 496164

This instrument prepared by Stephen L. Fink, Barnes & Thornburg, 600 One Summit Square, Fort Wayne, IN 46802.

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ALLEN                    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fletcher Moppert as President of GF, Inc., who acknowledged the execution of the above and foregoing Agreement and Declaration of Covenants and Restrictions for Grayfox.

WITNESS my hand and Notarial Seal this 23 day of MARCH, 2001.

Ardis J. Diss  
Notary Public Residing in ALLEN County

Ardis J. Diss  
(printed signature)

My Commission Expires:

Feb. 10, 2008

This instrument prepared by Stephen L. Fink, Barnes & Thornburg, 600 One Summit Square, Fort Wayne, IN 46802.

LEGAL DESCRIPTION  
GRAYFOX HOMEOWNER'S ASSOCIATION, INC.  
Section A-I

Part of the Chopine Reserve located in Township 30 North, Range 11 East, Aboite Township, Allen County, Indiana, described as follows:

Commencing at the Southwest corner of the Southwest fractional Quarter of Section 30, Township 30 North, Range 11 East; thence East 342.7 feet (334.6 recorded) to a pin found on the Northwest line of Chopine Reserve; thence North 45 deg. 45 min. East (assumed bearing) (North 46 deg. 26 min. East recorded) along the Northwest line of said Reserve 793.23 feet to the Southwesterly line of Northern Indiana Public Service Company easement; thence South 53 deg. 02 min. 08 sec. East along said Southwesterly line 707.53 feet to the Point of Beginning; thence South 53 deg. 02 min. 08 sec. East continuing along said Southwesterly line 83.21 feet; thence South 28 deg. 46 min. 44 sec. West 99.44 feet; thence South 17 deg. 56 min. 54 sec. East 341.25 feet; thence South 88 deg. 10 min. 05 sec. East 65.31 feet; thence South 00 deg. 13 min. 26 sec. East 1103.42 feet to the Northerly right of way line of U.S. 24; thence South 68 deg. 13 min. 33 sec. West along said Northerly right of way line 294.19 feet; thence South 67 deg. 33 min. 26 sec. West continuing along said Northerly right of way line 540.06 feet; thence North 00 deg. 19 min. 40 sec. West 390.05 feet; thence North 80 deg. 46 min. 42 sec. East 518.20 feet; thence North 45 deg. 09 min. 31 sec. East 101.59 feet; thence North 07 deg. 34 min. 01 sec. East 85.96 feet; thence North 29 deg. 43 min. 54 sec. West 340.75 feet; thence North 67 deg. 41 min. 57 sec. West 44.55 feet; thence North 32 deg. 10 min. 06 sec. West 96.65 feet; thence North 59 deg. 52 min. 40 sec. West 134.67 feet; thence North 04 deg. 59 min. 48 sec. East 96.90; thence North 28 deg. 13 min. 45 sec. East 105.40 feet; thence North 17 deg. 56 min. 54 sec. West 489.88 feet; thence North 72 deg. 03 min. 06 sec. East 292.00 feet; thence South 17 deg. 56 min. 54 sec. East 12.38 feet; thence North 72 deg. 03 min. 06 sec. East 184.57 feet to the Point of Beginning containing 17.697 acres, and subject to easements and rights of way of record.

Also subject to a restrictive use for well purposes for potable water supply, the following described area from which sanitary sewer construction shall be prohibited until such wells are abandoned and a public water supply is available; circular areas with radii of 200 feet about well No. 1, located 280.02 feet West and 19.40 feet North of the Southeast corner of the above described property and well No. 2, located 479.64 feet West and 7.10 feet North of the Southeast corner of the above described property.

LEGAL DESCRIPTION  
GRAYFOX HOMEOWNER'S ASSOCIATION, INC.  
Section A-II

Part of the Chopine Reserve located in Township 30 North, Range 11 East, Aboite Township, Allen County, Indiana, described as follows:

Commencing at the Southwest corner of the Southwest Fractional Quarter of Section 30, Township 30 North, Range 11 East; thence East 342.7 feet to a pin found on the Northwest line of Chopine Reserve; thence North 45 deg. 45 min. East (North 46 deg. 26 min. East recorded) along the Northwest line of said Chopine Reserve 484.25 feet to the Point of Beginning; thence continuing North 45 deg. 45 min. East along said Northwest Reserve line 958.18 feet; thence South 00 deg. 39 min. 50 sec. West 687.72 feet (10.54 chains = 695.64 feet recorded); thence North 89 deg. 41 min. 42 sec. East 294.76 feet (4.51 chains = 297.66 feet recorded); thence South 00 deg. 13 min. 26 sec. East 656.28 feet; To a point on the plat of Grayfox Section I; thence along said plat, North 88 deg. 10 min. 05 sec. West 65.31 feet to the Southeast corner of Lot 7 in said Section I; thence North 17 deg. 56 min. 54 sec. West along the Easterly line of said Section I, 341.24 feet; thence North 28 deg. 48 min. 22 sec. East 99.44 feet to the Southeast Corner of lot 10; thence North 53 deg. 02 min. 08 sec. West 83.26 feet; thence South 72 deg. 03 min. 06 sec. West 184.57 feet; thence North 17 deg. 56 min. 54 sec. West 12.38 feet; thence South 72 deg. 03 min. 06 sec. West 292.00 feet to the Northwest corner of lot 16 in said Section I; thence leaving the boundary of Section I North 17 deg. 56 min. 54 sec. West 101.37 feet; thence North 30 deg. 51 min. 59 sec. West 115.15 feet; thence North 32 deg. 51 min. 06 sec. West 16.58 feet; thence North 17 deg. 56 min. 54 sec. West 118.01 feet; thence North 83 deg. 05 min. 40 sec. West 195.22 feet to the Point of Beginning, containing 10.854 acres more or less, subject however to an easement to Northern Indiana Public Service Company and any and all other easements and rights of way of record.

Also: a 10 foot easement for utility and surface drainage along, adjoining and West of the entire West line of the above described 10.854 Acre tract.

**LEGAL DESCRIPTION**  
**GRAYFOX HOMEOWNER'S ASSOCIATION, INC.**  
**Section A-III**

Part of the Chopine Reserve located in Township 30 North, Range 11 East, Aboite Township, Allen County, Indiana, described as follows:

Commencing at the Southwest corner of the Southwest Fractional Quarter of Section 30, Township 30 North, Range 11 East; thence East 342.7 feet to a pin found on the Northwest line of Chopine Reserve; thence North 45 deg. 45 min. East (North 46 deg. 26 min. East recorded) along the Northwest line of said Chopine Reserve 177.20 feet to the POINT OF BEGINNING; thence continuing North 45 deg. 45 min. East along said Northwest Reserve line 307.04 feet to the Westerly corner of Lot Number 20 of Grayfox Section II as recorded in Plat Cabinet B, page 139 in the Allen County Recorder's Office; thence South 83 deg. 05 min. 40 sec. East along the West line of said Grayfox Section II, a distance of 195.22 feet; thence South 17 deg. 56 min. 54 sec. East along said West line 118.01 feet; thence South 32 deg. 51 min. 06 sec. East along said West line 16.56 feet; thence South 30 deg. 51 min. 59 sec. East along said West line 115.14 feet; thence South 17 deg. 56 min. 54 sec. East along said West line and the West line of Grayfox, Section I as recorded in Plat Cabinet A, page 163 of said records, a distance of 591.26 feet, thence South 28 deg. 13 min. 45 sec. West along the West line of said Grayfox, Section I, a distance of 105.40 feet; thence departing from the boundary of said Grayfox, Section I, South 4 deg. 59 min. 48 sec. West, a distance of 96.90 feet; thence North 59 deg. 52 min. 40 sec. West, a distance of 109.92 feet; thence North 31 deg. 34 min. 36 sec. West, a distance of 146.34 feet to a point designated as Pt. "A"; thence North 0 deg. 19 min. 10 sec. West a distance of 132.87 feet; thence North 81 deg. 01 min. 48 sec. West, a distance of 473.18 feet; thence North 0 deg. 19 min. 10 sec. West, a distance of 399.64 feet to the POINT OF BEGINNING, containing 8.684 Acres, subject however to all Legal Easements and Rights of Way of Record.

Also an easement for drainage and surface drainage purposes described as follows:

Beginning at Pt. "A" as set out above; thence North 0 deg. 19 min. 10 sec. West, a distance of 132.87 feet; thence North 81 deg. 01 min. 48 sec. West, a distance of 473.18 feet; thence South 0 deg. 19 min. 10 sec. East, a distance of 45.00 feet; thence South 81 deg. 01 min. 48 sec. East, a distance of 413.18 feet; thence South 31 deg. 34 min. 36 sec. East, a distance of 114.12 feet to the POINT OF BEGINNING.