

3

RESTRICTIVE COVENANTS OF "WHITE PINE LAKE"
(Platted as "Canak Place")
Sections 1 and 2

Ivanka Branka Canak and Nedeljko Canak as Owners and Developers of White Pine Lake, a subdivision located within the real estate more particularly described on attached Exhibit "A", does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and association and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply to their entirety to all of said subdivision:

1. Definitions.

- A. **"Committee"** shall mean the Architectural and Environmental Control Committee composed of Ivanka Branak Canak and Nedeljko Canak, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an Owner as hereinafter defined.
- B. **"Owner"** shall mean the person or collection of persons who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. **"Developer"** shall mean Ivanka Canak and Nedeljko Canak, or their assigns.
- D. **"Contiguous Owners Association"** shall mean the White Pine Lake Contiguous to the Lake Association as created by the Developer. By accepting a deed to one of the lots numbered 2, 4, 6, 8, 10, 12, 14, 17, 18, 19, 22, and any other lot or lots that abut the lake in White Pine Lake Subdivision, the owners thereof shall automatically become a member of the Contiguous Owners Association and shall be bound by the terms herein.
- E. **"Plat or Plats"** shall mean the subdivision plat or plats for White Pine Lake (platted as Canak Place), first section of which was recorded on the 17th day of January, 1996, in Plat Cabinet 3, Slide 138, Page 2, in the office of the Recorder of Hendricks County, Indiana.
- F. **"Development"** shall mean and refer to the residential development known as White Pine Lake, which now exists or may hereafter be created within the real estate described on attached Exhibit "A".

3600001176
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 01-19-1996 At 12:45 pm.
CDV 31.00
Vol. 151 Page 657 - 668

BOOK 151 PAGE 657

G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", and any other easements referenced on the Plat and all easements of record.

I. "Lot" shall mean any numbered parcel of real estate shown and identified as a Lot on the Plat.

J. "Lake Area" shall mean that area on the plat or plats marked as such or those areas other than lots. The Lake Area is hereby created and reserved:

1. solely for the common visual, aesthetic, and recreational enjoyment of the owners of lots contiguous to the lake;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
3. for the use as a retention and detention lake; and
4. for the use of the Association for the management and control as a retention and detention lake, and the maintenance and repair of improvements thereto.

Although the Lake is under the Hendricks County Drainage System, the lake shall be governed by the White Pine Lake Contiguous to the Lake Association.

2. Land Use. Lots shall be used only for single-family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an Owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

3. Dwelling Size. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a one single-family residence. The ground floor area of the main structure of any one-story dwelling, excluding garages and porches, shall be not less than 1,800 square feet. The ground floor area of the main structure of any multiple-story dwelling, excluding garages and porches, shall be not less than 1,100 square feet of finished floor space, with total finished floor space for a multiple-story dwelling being not less than 2,200 square feet. Exterior of dwelling shall be at least 85% brick or stone veneer on a one-story dwelling. On a two-story dwelling, the first floor shall be 100% brick or stone veneer, and the second floor can be 50% other. No aluminum or vinyl siding allowed.

4. **Accessory Structures.** A utility building, barn, or other accessory building will not be allowed on any lot.

5. **Covenants for maintenance assessments for lots contiguous to the lake.**

A. **Creation of the Lien and Personal obligation of Assessments for Maintenance of the Lake.** The Developer, being the owner of White Pine Lake Subdivision hereby covenants, and each subsequent owner of lots contiguous to the lake, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the White Pine Lake Contiguous to the Lake Association: (1) Annual assessments or charges; (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, which shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. **Purposes of Assessments.** The assessments levied by the White Pine Lake Contiguous to the Lake Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots Contiguous-to-the-Lake and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the lake situated upon the development including, but not limited to, the payment of insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 5 herein.

C. **Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of White Pine Lake subdivision applied as an additional assessment payable in addition to those assessments created by paragraph 5 above shall be in the amount of Eighty and no/100 dollars (\$80.00) per each lot sold by the Developer, its representative or assigns, by land contract or deed and assessment shall be distributed evenly against each lake lot. All such assessments shall be paid to the Treasurer of the White Pine Lake Contiguous -to-the-Lake Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the lakes. In no event shall any assessment of charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section C hereof, the White Pine Lake Contiguous-to-the-Lake Association may levy in any assessment year on each lot contiguous to the lake sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or

BOOK 151 PAGE 660

reconstruction, unexpected repair or replacement of capital improvements related to the lake in the development, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members of the White Pine Lake Contiguous-to-the-Lake Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all such members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in basis and Maximum of Annual Assessments.

Subject to the limitations of Section C hereof, and for the periods therein specified, the White Pine Lake Contiguous-to-the-Lake Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members of said Contiguous-to-the-Lake Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E.

The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates.

The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the White Pine Lake Contiguous-to-the-Lake Association. For the purpose of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the White Pine Lake Contiguous-to-the-Lake Association shall be vested in the Board of Directors. The Board of Directors of the White Pine Lake Contiguous-to-the-Lake Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the White Pine Lake

Contiguous-to-the-Lake Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The White Pine Lake Contiguous-to-the-Lake Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the White Pine Lake Place Contiguous-to-the-Lake Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of White Pine Lake Contiguous-to-the-Lake Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the White Pine Lake Contiguous-to-the-Lake Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of judgment, said judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any assessment or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

- L. **Voting, Board and Developer.** Each owner of a lot numbered 2, 4, 6, 8, 10, 12, 14, 17, 18, 19, 22, or any other lot abutting the lake in the Development of White Pine Lake shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than five (5) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members; Ivanka Branka Canak and Nedeljko Canak which Initial Board shall serve until the sale of contiguous-to-the-lake lots in the Development or until January 1, 1999, whichever first occurs.
6. All those lots in the development which are contiguous to the lake in the development and owners thereof shall belong to the White Pine Lake Contiguous-to-the-Lake Association and shall be governed by the By-laws of that such association.
7. **Signs.** No sign of any kind shall be displayed to the public view upon any homesite, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. The sign must be removed within ninety (90) days after completion of or sale of property.
8. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall comply with the laws, rules, and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies.
9. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision.
10. **Driveways:** Lot owners are responsible for purchasing and constructing a residential driveway. Residential driveways shall be constructed of portland cement concrete, asphalt or other hard-surface materials; however, driveways between the backs of curbs and street boundaries, as well as sidewalks, shall be constructed only of portland cement concrete. Pavement shall be a minimum of four (4) inches thick, excluding subbase material.
11. **Livestock and poultry:** No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except family pets, which may be kept provided they are not kept, bred, or maintained for commercial purposes, and not to create or constitute a nuisance.
12. **Garbage and Refuse Disposal.** No lots shall be used or maintained as dumping ground for rubbish, garbage, or other waste, and same shall not be kept except in sanitary containers out of view for street except on days of collection. There shall be no use of exterior or outside incinerators or burners for burning of trash.
13. **Vehicle regulations:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage.

Violations: Enforcement shall be by proceedings at law by said Developer, Land Owner, Homeowners Association or their assignee or the Hendricks County Planning Commission in equity against any person(s), partnership(s) violating or attempting to violate any covenants either to restrain the violation or recover damages. These restrictions shall insure to and be enforceable on any single family dwelling unit or common area surrounding thereof in this addition and any judgment for costs on account of legal action brought to enforce said restrictions, or any of them, shall carry with it attorney's fees for plaintiff's attorney, including, but not limited to, all trial fees and appeal fees, which shall attach to and be lien upon any real estate owned by the defendant in this addition.

14. No parcel of land shall be re-divided into a smaller parcel.

15. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

16. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions, including erosion, that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state or repair. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September. Individual lot owners are responsible for repairing any damage to Development improvements created during construction of the owner's lot, including but not limited to roads, sewer lines, common areas, and sidewalks. Privacy hills situated on Lots 1 and 2 shall be owned and maintained by the owners of such lots.

17. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

18. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes (larger than 18 inches in diameter) or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.

19. **Sidewalks.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date.

BOOK 151 PAGE 664

All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

Sidewalks that abut County Road 625 East along lots 1 and 2 will initially be installed by Developer, but thereafter the owners of lots 1 and 2 shall be responsible for maintaining that portion of the sidewalk that runs along their individual lot.

20. **Mailboxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

21. **Clothes Lines.** Collapsible and removable clothes line will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

22. **Rules Governing Building and 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 the said Lots as a site for a single-dwelling residential structure, such Lot Owner 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 a one-single dwelling residential structure. However, no such combination of lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned.)

23. **Blanket Easement.** Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of White Pine Lake.

24. **Easement Area of Lake.** The easement areas for lakes, as shown on the plat shall only be utilized for maintenance of the lakes and lake area through the Association and shall not be utilized by owners, other than the owner of that respective lot.

25. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 6/12. All dwellings shall have not less than eighty-five percent (85%) masonry on the exterior thereof. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed disapproved.

26. **Enforcement.** Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, Ivanka Canak and Nedeljko Canak, as Developers of White Pine Lake may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or fail to construct sidewalks in accordance with these restrictive covenants, the Committee and/or Contiguous Owners Association shall have the right, but not the obligation, by and through its agents and employee contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee and/or Contiguous Owners Association shall be collected in any reasonable manner from the Owner. Neither the Committee and/or Contiguous Owners Association nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee and/or Contiguous Owners Association, such charge has remained due and payable for an unreasonable long period of time, the Committee and/or Contiguous Owners Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Committee and/or Contiguous Owners Association in collecting the same. Every Owner of a Lot in this subdivision, 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 an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

The Committee assumes no liability, jointly or severally, for decisions rendered pursuant to these covenants.

27. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to change said Covenants in whole or in part.

WHITE PINE LAKE--SECTION 1
(Platted as "Canak Place")

Part of the Northwest quarter and part of the West half of the Northeast quarter of Section 22, Township 15 North, Range 1 East of the Second Principal Meridian in Washington Civil Township, Hendricks County, Indiana, more particularly described as follows: Commencing at a stone marking the southeast corner of said northwest quarter section; thence south 89 degrees 41 minutes 53 seconds west (assumed bearings herein), 323.11 feet (321.75 Deed) along the south line thereof to a stone set by Job Hadley in 1867 establishing the center of a public road (County Road 62SE); thence north 14 degrees 58 minutes 54 seconds west, 1010.32 feet (1013.25 Deed) to the point of beginning; thence continuing north 14 degrees 58 minutes 54 seconds west, 459.60 feet (460.05 Deed) along said centerline; thence north 89 degrees 30 minutes 36 seconds east, 1116.68 feet; thence south 02 degrees 47 minutes 04 seconds east, 200.16 feet; thence north 80 degrees 22 minutes 40 seconds east 15.72 feet; thence south 09 degrees 37 minutes 20 seconds east, 250.65 feet; thence south 89 degrees 30 minutes 36 seconds west, 1064.98 feet to the point of beginning. Containing 11.08 acres, more or less, and subject to all legal easements, covenants, agreements and rights of way.

151

668

WHITE PINE LAKE--SECTION 2
(Platted as "Canak Place")

Part of the Northeast quarter of Section 22, Township 15 North, Range 1 East of the Second Principal Meridian in Washington Civil Township, Hendricks County, Indiana; more particularly described as follows: Commencing at a stone marking the center of said Section 22; thence south 89 degrees 41 minutes 53 seconds west, 323.11 feet (321.75 deed) to a stone in the centerline of now County Road 625 E, said stone set by Job Hadley in 1867; thence north 14 degrees 58 minutes 54 seconds west along said centerline, 1010.32 feet (1013.25 deed) to the southwest corner of property described in a Warranty Deed to Nedjelko Canak and Ivanka Branka Canak, recorded in Book 316 page 447 in Hendricks County records; thence north 89 degrees 30 minutes 36 seconds east along the south line of said Canak property, 1064.98 feet to the point of beginning of this description; thence north 09 degrees 37 minutes 20 seconds west, 250.65 feet; thence south 80 degrees 22 minutes 40 seconds west, 15.72 feet; thence north 02 degrees 47 minutes 04 seconds west, 200.16 feet to the north line of said Canak property; thence north 89 degrees 30 minutes 36 seconds east along said north line, 945.80 feet to the northeast corner of said Canak property; thence south 00 degrees 08 minutes 09 seconds west 445.00 feet to the southeast corner of said property; thence south 89 degrees 30 minutes 36 seconds west 877.63 feet along the south line of said property to the point of beginning. Containing 9.37 acres, more or less and subject to all legal easements, covenants, agreements and restrictions.