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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR GREY FOX WOODS SUBDIVISION**

THIS DECLARATION made this 2nd day of April 1999, by CWS ENTERPRISES, LLC., hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of real property described in Article II of this Declaration and desires to create thereon a residential community with common areas and common facilities for the benefit of the community, to be known as Grey Fox Woods; and

WHEREAS, Declarant desires to provide for the preservation and maintenance of the common areas and facilities; and, to this end, the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), shall be subject to the restrictions, easements, assessments and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, there has been incorporated under the laws of the State of Indiana, as a nonprofit corporation, GREY FOX WOODS HOMEOWNERS' ASSOCIATION, INC., (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, for the efficient preservation of the values and amenities in said community, Declarant deems it desirable, to delegate and assign the powers of, preserving, maintaining, and administering the common areas and facilities, of administering and enforcing the covenants and restrictions, and of collecting and disbursing the assessments and charges hereinafter created to the Association; and

NOW THEREFORE, "Declarant" declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II, hereof, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to GREY FOX WOODS HOMEOWNERS ASSOCIATION, INC., an Indiana nonprofit corporation which Declarant has formed, or will cause to be formed;
- (b) "Board of Directors" shall mean the board of directors of the Association;

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- (c) "Common Areas" shall mean and refer to those areas of land shown and so designated on any recorded subdivision plat of "The Properties" and intended to be devoted to the common use and enjoyment of the owners of "The Properties";
- (d) "Contract Purchaser" shall mean those persons or entities acquiring an equitable interest in any Lot or Dwelling Unit situated upon "The Properties" through purchase on land contract and whose interest therein shall be constituted of the equity accrued in such contract.
- (e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family;
- (f) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of "The Properties" with the exception of "Common Areas" as hereinafter defined;
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon "The Properties", but notwithstanding any applicable theory of a mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure;
- (h) "Original Property" is the real estate described in "Exhibit A", attached hereto, and by this reference incorporated herein.
- (i) "Properties" shall mean and refer to all properties, and additions thereto, which are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof;

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1 Property Subject to Declaration The real property which is, and shall be, held transferred, sold, conveyed and occupied subject to this Declaration is:

- (a) The residential development known and designated as "GREY FOX WOODS", which is located in Perry Township, Marion County, Indiana, and contained within the legal description marked Exhibit "A", attached hereto, and by this reference incorporated herein; and
- (b) Any real estate which may subsequently be annexed or added thereto pursuant to Section 2 below.

Section 2 Annexation and Additions of Other Real Estate Additional lands may become subject to this Declaration in the following manner:

- (a) Upon approval in writing of the Association, as provided in its Bylaws, the Owner of any property who is desirous of adding it to the jurisdiction of the Association, may file a supplementary declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this Declaration within the Original Property.
- (b) Upon a merger or consolidation of the Association with another corporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this declaration with the Original Property except as hereinafter provided.
- (c) The Association may upon its own motion as provided in its Bylaws, elect to annex and service additional common areas and facilities existing in conjunction with established or planned additions, and such areas and facilities shall become a part of the Common Areas as defined herein and subject to the provisions of this and all subsequent Declarations.

### ARTICLE III ASSOCIATION

Section 1    Membership    Membership in the Association shall be constituted of all Owners and Contract Purchasers.

Section 2    Membership Classification and Voting Rights    The Association shall have three (3) classes of memberships with voting rights as follows:

CLASS A:

Class A membership shall consist of all Owners except Declarant. After the Applicable Date (as defined below) Class A members shall be entitled to one vote for each lot in which they hold the fee simple interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**CLASS B:**

Declarant shall be the Class B member. Prior to the Applicable Date, the Class B member shall exercise all voting rights with respect to any matter submitted to a vote of the members of the Association and shall have one (1) vote for each Lot of which Declarant is the Owner.

**CLASS C:**

Class C members shall be "Contract Purchasers" of Lots as defined herein. Class C members shall not be entitled to voting rights but shall be permitted to participate in all affairs of the Association and possess all of the other rights and privileges of the Class A membership.

As used herein "Applicable Date" shall mean the earlier of (1) the date on which the Declarant delivers its written resignation as a Class B member to the secretary of the Association, or (2) the date on which Declarant no longer owns any Lot within or upon the Properties.

**Section 3. Board of Directors:** The Board of Directors of the Association shall manage the affairs of the Association.

**Section 4. Duties of Association.** The responsibilities of the Association shall include, but not be limited to:

- (a) Installation and replacement of such fences, landscaping, signs, and other improvements in and upon the Common Areas as the Association deems necessary or appropriate, and maintenance of the Common Areas in a clean and attractive condition and in good repair.
- (b) Management and control of detention and retention ponds or lakes and maintenance of the same in a clean, attractive and sanitary condition, including, but not limited to algae control, maintenance of minimum levels, and erosion control.
- (c) Procuring and maintaining for the benefit of the Association, its Board of Directors and Owners such insurance coverages as shall be deemed prudent.
- (d) Contracting for such services as management, snow removal, security, trash removal or other services deemed necessary by the Association.

**ARTICLE IV**  
**MAINTENANCE ASSESSMENTS**

**Section 1 Creation of Lien and Personal Obligation of Assessments** Each Owner, by acceptance of the deed for his or a Lot, and each Contract Purchaser of any Lot by the execution of a contract for the purchase thereof, whether or not it shall be so expressed in any

such deed, conveyance or contract, acknowledges the obligations herein set forth to pay the Association: (1) Annual assessments; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorney fees) thereof, as hereinafter provided, shall be a charge against the Lot(s) of each Owner or Contract Purchaser who is responsible for paying the same and shall constitute a continuing lien upon such Lot(s). 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 or Contract Purchaser of such Lot(s) at the time when the assessment fell due. The Association shall have the right to file suit against any Owner or Contract Purchaser to collect any overdue assessments, and/or to file an action to foreclose the lien.

**Section 2 Purpose of Assessment**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and, in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Areas and of the homes situated upon the Properties including, but not limited to, snow removal from streets, the payment of taxes and insurance for the Common Areas, landscaping, grass cutting, and yard maintenance of the Common Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision for the Common Areas. The assessment shall also be for the purpose of providing such services including, but not limited to, trash and garbage pickup, which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of the Properties and/or the individual Dwelling Units as the Association may, by appropriate action, from time to time authorize.

**Section 3 Annual Assessments**

Until December 31, 2001, the annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot for maintenance of the Common Areas payable quarterly on the first day of January, April, July, and October of each calendar year. Each Class A Member shall be liable for the assessments payable following the execution and delivery of a deed to such Class A member, and each Class C Member shall be liable for the assessments payable after the execution of a land contract to purchase any Lot (the Class A Member and the Class C Member with respect to any Lot sold on contract shall be jointly and severally liable for the assessments for such Lot). The Class B Member shall not be liable for such assessments. A mortgagee on any Lot is expressly authorized to act as agent for the collection of such assessments, but all sums so collected shall be tendered to the Association within thirty (30) days from receipt thereof. From and after December 31, 2001, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the increase, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July as compared to said price index twelve months prior thereto. From and after December 31, 2001, the annual assessment may, by a vote of the members, be increased above that established by the Consumer Price Index formula for the next succeeding two (2) years, and at the end of such period of two (2) years for each such succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person

or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to such members not less than thirty (30) days, and no more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the assessments undertaken as an incident to a merger or consolidation in which the Association participates.

**Section 4 Special Assessments for Capital Improvements** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of its membership entitled to vote and voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting.

**Section 5 Quorum for Any Action Authorized Under Sections 3 and 4** The quorum required for any action authorized under Sections 3 or 4 hereof shall be as follows: At the first duly called meeting of any meeting of the membership as provided in Sections 3 or 4 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership entitled to vote thereon shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) 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.

**Section 6 Date of Commencement of Annual Assessments: Due Dates** The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 7 Special Assessment For Maintenance of Lots and Improvements** It shall be the duty of the Owner and/or Contract Purchaser of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner and/or Contract Purchaser of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association through its agents, employees, and contractors shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the improvements erected thereon. The cost of such repair and maintenance shall constitute a special assessment against the Lot and the Owner and/or Contract Purchaser thereof, to be enforced and collected in the manner provided in this Declaration for the collection and enforcement of assessments in general. Payment of such assessment shall be due upon receipt of an invoice therefore by the Owner and/or Contract Purchaser.

Section 8 Assessments - Miscellaneous At such time as any annual assessment is changed as herein provided, the Board of Directors of the Association shall fix the date of commencement of the revised assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent out to every Owner and Contract Purchaser subject thereto.

The Association shall upon demand at any time furnish to any Owner or Contract Purchaser liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9 Effect of Non-Payment of Assessments: the Personal Obligation of the Owner, the Lien: Remedies of Association If any assessment is not paid on the date when due, then such delinquent assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall, effective as of the due date, become a continuing lien on the Lot of the Owner and/or Contract Purchaser who is liable for said assessment and shall be binding upon successors in title to said Lot. However, the personal obligation of an Owner or Contract Purchaser to pay such assessments shall remain his personal obligation for the statutory period and shall not become the personal obligation of successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may file suit against the Owner or Contract Purchaser personally obligated to pay the same and/or may foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter filed of record against a Lot prior to the date that the lien for the assessment against said Lot arose.

## ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation. There shall be, and hereby is, created and established an Architectural Control Committee (Committee") to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by the Declarant and who shall be subject to removal by the Declarant at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee

of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

**Section 2. General Purposes and Powers.** The Committee shall regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on any Lot, and the installation and removal of landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

**Section 3 Approval of Improvements.** No residence, building, structure or improvement of any type or kind shall be repainted, constructed or placed on any Lot without the prior written 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, in the case of construction or placement of any improvement, shall be accompanied by a complete set 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, 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 material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

**Section 4. Power of Disapproval.** The Committee may refuse to grant permission to repaint, construct, place, or make the requested improvement, when:

- (a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration, any subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana, or any zoning commitments;
- (b) The design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- (c) The proposed repainting or improvement or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of any other Owner.



**Section 5. Rules and Regulations.** The Committee may, from time to time, amend and modify, and make such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or any subdivision plat(s) of the Real Estate recorded in the office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with this Declaration or such subdivision plat(s).

**Section 6. Duties of Committee.** The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

**Section 7. Liability of Committee.** Neither the Committee, Declarant, the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done.

**Section 8. Inspection.** The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article V.

**Section 9. Nonapplication to Declarant.** Notwithstanding the provisions of this Article V or any other provisions of this Declaration requiring the approval of the Committee, the Declarant shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation or painting by the Declarant of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

## ARTICLE VI GENERAL PROVISIONS

**Section 1 Binding Effect:** The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner or Contract Purchaser of any Lot subject to this declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change or rescind said Covenants and Restrictions in whole or in part.

**Section 2: Enforcement:** Enforcement of these Covenants and Restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to recover damages, to restrain violation, or to recover assessments created by these covenants; and failure by the Association, or any Owner, to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 3: Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 4: Amendment:** This Declaration of Covenants and Restrictions may be amended by Declarant at any time before the first Lot in Grey Fox Woods is conveyed to a Class A Member

IN WITNESS WHEREOF, Declarant, has caused this document to be executed the day, month and year first mentioned.

CWS ENTERPRISES, LLC

By: Robert J. Cook  
ROBERT J. COOK, authorized agent

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared ROBERT J. COOK, authorized agent of CWS ENTERPRISES, LLC, and acknowledged to me that he is authorized to execute the within instrument on behalf of said limited liability company, and having been duly sworn upon his oath, acknowledged the execution of the foregoing Declaration of Covenants and Restrictions.

WITNESS my hand and official seal this 2nd day of April, 1998.

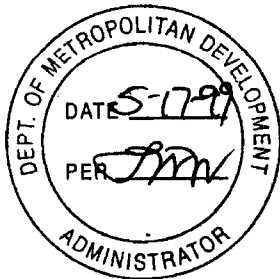
Georganna Maddox  
GEORGINNA MADDOX Notary Public

My Commission Expires  
June 26, 2001

County of Residence  
MARION

This Instrument prepared by David Konnersman, Attorney at law

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OVERALL DESCRIPTIONS FOR GREY FOX WOODS

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 4 EAST, OF THE SECOND PRINCIPAL MERIDIAN, FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT FOUND IN PLACE AS REFERENCED AND PERPETUATED BY THE COUNTY SURVEYOR OF MARION COUNTY, INDIANA, AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 4 EAST; THENCE ALONG THE EAST LINE OF SAID HALF QUARTER SECTION, (TITLE LINE), BEING THE EAST LINE OF A PARCEL OF GROUND CONVEYED BY A WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 69-54750 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, ON A BEARING ASSUMED FROM STATE PLAIN COORDINATES AS FURNISHED BY SAID COUNTY SURVEYOR, SOUTH 00 DEGREES 35 MINUTES 15 SECONDS WEST 335.10 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 35 MINUTES 15 SECONDS WEST 2339.42 FEET TO A STONE FOUND IN PLACE, AS REFERENCED. ON THE PLAT OF THE BOULDERS - THIRD SECTION RECORDED AS INSTRUMENT NUMBER 80-46576 IN THE OFFICE OF SAID RECORDER, AT THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION, (TITLE CORNER), SAID STONE BEING 12.4 FEET WEST AND 8.8 FEET NORTH OF THE RECORD SOUTHEAST CORNER AS REFERENCED AND PERPETUATED BY SAID COUNTY SURVEYOR; THENCE ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION, (TITLE LINE), SOUTH 88 DEGREES 30 MINUTES 53 SECONDS WEST 1339.94 FEET TO THE SOUTHWEST CORNER OF SAID HALF QUARTER SECTION, (TITLE CORNER); THENCE ALONG THE WEST LINE THEREOF, (TITLE LINE), NORTH 00 DEGREES 31 MINUTES 11 SECONDS EAST 2681.37 FEET TO THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE ALONG THE NORTH LINE THEREOF NORTH 88 DEGREES 48 MINUTES 42 SECONDS EAST 749.66 FEET TO THE NORTHWEST CORNER OF A PARCEL CONVEYED BY A WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 65-55547 IN THE OFFICE OF SAID RECORDER; THENCE ALONG THE LINES OF SAID PARCEL THE FOLLOWING 3 COURSES: (1) THENCE PARALLEL WITH THE EAST LINE OF SAID HALF QUARTER SECTION SOUTH 00 DEGREES 35 MINUTES 15 SECONDS WEST 208.71 FEET; (2) THENCE PARALLEL WITH THE NORTH LINE OF SAID HALF QUARTER SECTION NORTH 88 DEGREES 48 MINUTES 42 SECONDS EAST 208.71 FEET; (3) THENCE PARALLEL WITH THE EAST LINE OF SAID HALF QUARTER SECTION NORTH 00 DEGREES 35 MINUTES 15 SECONDS EAST 208.71 FEET TO THE NORTH LINE OF SAID HALF QUARTER SECTION; THENCE ALONG THE NORTH LINE THEREOF NORTH 88 DEGREES 48 MINUTES 42 SECONDS EAST 254.50 FEET TO THE NORTHWEST CORNER OF A PARCEL CONVEYED BY A WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 66-9539 IN THE OFFICE OF SAID RECORDER; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL AND PARALLEL WITH THE EAST LINE OF SAID HALF QUARTER SECTION SOUTH 00 DEGREES 35 MINUTES 15 SECONDS WEST 335.10 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH LINE THEREOF AND PARALLEL WITH THE NORTH LINE OF SAID HALF QUARTER SECTION NORTH 88 DEGREES 48 MINUTES 42 SECONDS EAST 130.00 FEET TO THE POINT OF BEGINNING, CONTAINING 82.421 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS.

AND

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH RANGE 4 EAST, OF THE SECOND PRINCIPAL MERIDIAN, FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT NUMBER 138 IN THE BOULDERS THIRD SECTION, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 80-46576 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA; THENCE ALONG THE LINES OF SAID BOULDERS THE FOLLOWING 3 COURSES: (1) THENCE SOUTH 00 DEGREES 04 MINUTES 03 SECONDS WEST 1.00 FEET TO A POINT ON THE NORTH LINE OF LAVA LANE IN SAID BOULDERS; (2) THENCE ALONG THE NORTH LINE THEREOF SOUTH 88 DEGREES 25 MINUTES 42 SECONDS WEST 659.52 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 120.90 FEET; (3) THENCE WESTERLY CONTINUING ALONG SAID NORTH LINE OF LAVA LANE AN ARC DISTANCE OF 10.28 FEET TO THE NORTHWEST CORNER OF SAID LAVA LANE; THENCE NORTH 00 DEGREES 01 MINUTES 32 SECONDS EAST 3.38 FEET TO THE SOUTH LINE, (TITLE LINE), OF A PARCEL OF GROUND CONVEYED BY A WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 69-54750 IN THE OFFICE OF SAID RECORDER, THENCE ALONG THE SOUTH LINE, (TITLE LINE), THEREOF NORTH 88 DEGREES 30 MINUTES 53 SECONDS EAST 669.76 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 03 SECONDS WEST 1.82 FEET TO THE POINT OF BEGINNING, CONTAINING 0.051 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS.