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Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS AND RESTRICTIONS

DETH O'LAUGHLIN
MARION COUNTY RECORDER

FAIRWAY VILLAGE

THIS DECLARATION, made this 7th day of SEPTEMBER, 1988, by Gemstar Homes, Inc. (hereinafter referred to as the "Developer",

WITNESS:

WHEREAS, the Developer is the owner of all the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Fairway Village Subdivision (hereinafter referred to as the "Development"), and as more particularly described on the plat thereof as Instrument No. 88-93126 recorded in the Office of the Recorder of Marion County, Indiana; and

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

NOW THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development

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

a. "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under this Declaration.

"Declarant" means Gemstar Homes, Inc., the owner of the property, its successors and assigns to its interest, or any person designated by it in a recorded instrument having its rights hereunder, other than persons purchasing the property or parts hereof by deed from Declarant (unless the conveyance indicated an intent that the grantees assume the rights and obligations of Declarant.

"Fairway Village" means the name of the Declarant's development of which the property is a part hereof.

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DETH O'LAUGHLIN
MARION COUNTY RECORDER

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Ante L. Conroy
MARION COUNTY RECORDER

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CURTIS L. GOONROD
MARION COUNTY RECORDER

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LAWRENCE TOWNSEND
ASSESSOR

- d. "Owner" means the owner of the real estate described on sheet 2 of 2 of the recorded plat.
 - e. "Property" means the real estate described on sheet 2 of 2 of the recorded plat of the land described in Exhibit A as approved by the Plats Committee of the Metropolitan Development Commission.
 - f. "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, the same may from time to time be amended.
 - g. "Living Unit" shall mean one single family dwelling within a double or duplex on any lot within the plat of the property.
 - h. "Lot" shall mean any lot or part of a lot as shown on the recorded plat of the Property.
 - i. "Final Plat" shall mean the duly recorded plat or section thereof contained within the property described in Exhibit A as duly approved by the Plat Committee of the Metropolitan Development Commission and recorded in the Office of Recorder of Marion County, Indiana together with the public streets private drives setback lines, easements and other covenants and restrictions contained therein.
2. DECLARATION. Declarant hereby expressly declares that the Property be held, transferred, sold conveyed and occupied subject to these Restrictions.
 3. EASEMENTS. There are strips of ground as shown on the recorded plat, or which may hereafter be shown on one or more "Final Plats", which may be marked on said "Final Plats" as "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.) either separately or in any combination of the three, which are reserved for the use of public utility companies, governmental agencies and others as follows: "Drainage Easements" (D.E.) 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 this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served "Sewer Easements" (S.E.) are created for the use of the local governmental agency or private "Association of Owners" bearing jurisdiction over the storm and sanitary waste disposal system of any city, private sewer district, and/or county for the purpose of installation and maintenance of sewers that are a part of said system. "Utility Easements" (U.E.) are created for the use of all public utility and cable TV companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, and also all rights and uses specified for sewer easements above designated. Additional easements may be created by dedication on the "Final Plats". The owners of all lots in this addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easements herein granted.
 4. SETBACK LINES. Front building setback lines are established on the plat and further defined herein; no building shall be erected or maintained between the established front setback lines and the property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than the following required setbacks.

- a. Wall Containing Windows - If the wall contains one or more windows, the minimum depth of its sideyard shall be fourteen (14) feet.
- b. Wall Containing No Windows - If the wall contains no windows the minimum depth of its yard shall be five (5) feet plus one foot for each story in height plus one foot for each fifteen (15) feet in length of such wall.

Minimum rear yards of at least 25 feet in depth shall be provided wherever the project or lot abuts adjoining perimeter property. Whenever rear yards abut other buildings within the project, the required minimum depths of such yards shall be in accordance with paragraphs (a) Wall Containing Windows or paragraph (b) Wall Containing No Windows above.

The minimum depth of yards, for purposes of these setback requirements, shall be measured perpendicular to the building wall at all points.

5. USE RESTRICTIONS AND SIZE OF BUILDINGS. All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one double or duplex dwelling not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

The ground floor area of the main structure, exclusive of one story open porches and garages and other attached residential accessory buildings, shall not be less than 1000 square feet per living unit in the case of a one story structure, provided, however, no structure of more than one story shall have less than an aggregate of 1200 square feet of finished and livable floor area per living unit.

6. GARAGE AND STORAGE AREA. No garage shall be erected which is not permanently attached to the main building, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is not permanently attached to the main building. All residences are required to have a garage which will accommodate not less than one (1) automobile.
7. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot herein, except that used by a builder during the construction of a residential building on the property.
8. TEMPORARY STRUCTURES. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence temporary or permanent, nor may any structure of a temporary character be used as a residence.

9. NUISANCES. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. FENCES. No fence shall be erected on or along any lot line or on any lot.
11. DRIVEWAYS. All driveways shall be paved with either asphalt or concrete and maintained dust free.
12. VEHICLE PARKING. No camper, motor home, truck trailer, boat, or recreational vehicle of any kind, may be parked on any street, driveway or lot within the development.
13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.
14. VEGETATION. Each lot owner shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth and debris at all times. Upon failure to comply, the Declarant or any owner of a living unit within the Property, following fifteen (15) days notice in writing, may cause to cut weeds and clear the lot of such growth at the expense of the defaulting lot owner, and the Declarant or any buyer of a living unit incurring the cost thereof shall have a claim against the defaulting owner in such amount secured by a lien against said real estate for the expense thereof including costs and reasonable attorneys fees for collection. Such lien shall be enforced in the same manner and Mechanics and Materialmen's Liens under the Laws of the State of Indiana.
15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view except on trash pick-up days.
16. STORAGE TANKS. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view and in accordance with all laws, ordinances and regulations governing the storage of same.
17. WATER SUPPLY AND SEWAGE SYSTEMS. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in Fairway Village, unless public sewer tap-in or public water supply is unavailable.
18. EXTERIOR CONSTRUCTION. The finished exterior of every building constructed or placed on any lot in Fairway Village shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line.
19. HEATING PLANTS. Every house in Fairway Village must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year round human habitation of the house.

20. DILIGENCE IN CONSTRUCTION. Every building whose construction or placement on any residential lot in Fairway Village is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
21. PROHIBITION OF USED STRUCTURES. All structures constructed or placed on any numbered lot in Fairway Village shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.
22. MAINTENANCE OF LOTS AND IMPROVEMENTS. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:
 - a. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
 - b. Remove all debris or rubbish.
 - c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
 - d. Cut down and remove dead trees.
 - e. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
23. CONSTRUCTION OF SEWAGE LINES. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Department of Public Works of the City of Indianapolis. No storm water (subsurface or surface) shall be discharged into sanitary sewers.
24. MODEL HOMES. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant.
25. DITCHES AND SWALES. It shall be the duty of every Owner of every lot in Fairway Village on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot which become broken or irreparably obstructed as may be reasonably necessary to accomplish the purposes of this paragraph.
26. UTILITY SERVICES. No utility services shall be installed under finished streets except by jacking, drilling or boring and upon completion of construction shall be restored to like grade and quality of paving material.
27. ANTENNAE. No exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located within the Development.

28. RENTALS. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants and Restrictions and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Living Unit, garage or other building or lot may be leased for a period of less than 30 days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Living Unit.
29. PRIVATE DRIVES. Where Common drives upon a lot are shown on the "Final Plat" and designated "C.D.", those lots owners abutting such drives shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owner abutting such drive to contribute an equal share of the cost of maintenance of such drives. Where a common drive becomes in a bad state of repair and any owner in interest thereof refuses to contribute his allocable share of the cost of repair, then the other owner may proceed with causing such repair to be performed and the noncontributing owner shall be obligated to the contributing owner for the reasonable cost of such repair which cost shall constitute a lien against the non-contributing Owner's property enforceable in the same manner as Mechanic's and Materialmen's Liens under the Laws of the State of Indiana including costs and reasonable attorneys fees for the enforcement of such lien.
30. PARTY WALLS.
- a. General Rules of Law to Apply Each wall which is built as a part of the original construction of any Living Unit upon the Property and which connects two (2) Living Units or forms part of walls in two (2) Living Units shall constitute a party wall (any such wall being herein referred to as a "Party Wall") and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls of the State of Indiana and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.
 - b. Sharing of repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of such Party Wall, proportionately.
 - c. Destruction by Fire or Other Casualty. If any Party Wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such Party Wall, and repaired out of the proceeds of same, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.
 - d. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that any damage to a Party Wall is not covered and paid for by the insurance pro-

vided for herein an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to such Owner's Lot and shall pass to such Owner's successors in title to such Lot.

31. ARBITRATION. In the event of any dispute arising concerning the rights and duties of any Owner of a Living Unit under the provisions of this Declaration, each party shall choose one arbitrator and these two arbitrators shall select a third arbitrator and the decision shall be by a majority of the three arbitrators.

32. BUILDING COMMITTEE.

- a. Prior to the construction of any building on any lot in Fairway Village the Declarant shall appoint a Building Committee consisting of three members of his choice, who may be removed and replaced with or without cause by Declarant and who shall serve until all buildings on all lots in Fairway Village are constructed. At the conclusion of initial construction on all Lots in Fairway Village the Declarant shall appoint three Owners of Living Units within Fairway Village as the successor Building Committee. Such Appointment shall be made in recordable form and placed of record in the Office of Recorder of Marion County, Indiana. If, thereafter, any successor committee member fails or refuses to serve, then the remaining members shall appoint a successor committee member and duly record said appointment.

The duties of the Building Committee shall be as follows:

- b. Plans, Specifications and Locations of Improvements. No building, structure, driveway, fence, wall, patio, swimming pool, landscaping, antenna, or other form of improvement shall be erected, placed, or altered on any Lot until the building plans, specifications, and plot plan showing the design, dimensions, color, materials, and location thereof have been approved by the Building Committee as to their conformity and harmony of external design with the existing buildings, structures, and other improvements in Fairway Village, and as to compliance with applicable law and the covenants herein contained; provided however, that no such approval shall be required for any improvements constructed by Declarant. If the Building Committee fails to act upon any plans submitted to it for approval within a period of thirty (30) days from the submission date of such plans, such failure shall be deemed approved and the Owner may then proceed with the construction according to the plans submitted. The Building Committee shall not be entitled to any compensation for services performed.
- c. Exercises of Discretion by Building Committee. Whenever any approval or exercise of discretion by the Building Committee is called for by this Declaration, the Building Committee shall exercise its discretion reasonably in view of the general purposes of this Declaration, and in view of any specific purposes or standards which govern the specific approval or exercise of discretion in question, as may be specified in the section or sections

of this Declaration relating thereto. The Building Committee shall have no power to approve any plans that do not comply with the use and bulk restrictions set forth in this Declaration, nor shall it have any power to vary or alter any other term, condition covenant, or restriction in this Declaration unless express authority therefor is granted by this Declaration.

- d. Completion of Work. Upon receipt of all approvals required herein, each Owner shall, as soon as practical, satisfy or cause to be satisfied all conditions thereof and diligently proceed with the commencement and completion of all approved construction. If work is not substantially completed within one year of the date of such approval, or such longer period as the Building Committee may approve prior to the expiration of such one year, then the approval of the plans for such work shall terminate automatically without any further act by any person, and such Owner shall not commence or continue such construction without further approval of the Building Committee obtained in the manner of the initial approval as hereinabove provided. Failure to comply with the limitations set forth in this section shall constitute a breach of this Declaration and subject the defaulting party to all enforcement procedures set forth herein and any other remedies provided by law or equity. Furthermore, the Building Committee, at its discretion, may declare such uncompleted improvement to be a nuisance and shall have all remedies provided by law or in equity to abate such nuisance.

33. OWNERS MAINTENANCE.

- a. Upkeep and Maintenance. Each Owner shall be responsible for the upkeep and maintenance of his Living Unit, garage and any other buildings, patio and all other areas, features or parts of his Lot. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any structures, adjoining Living Unit or garage or other building or improvement, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect other Living Units, garages or buildings on the Property or their Owners.
- b. Heating of Living Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Living Unit which might result in damage to that or other Living Units, all owners, shall maintain the temperature in their Living Units, at all times, at least 50 degrees Fahrenheit, subject, however, to the inability to maintain such temperature due to causes beyond the Owner's reasonable control. Any damage resulting from the refusal or failure of an Owner to so maintain such minimum temperature may be repaired by the other Owner so effected and such Owner may receive reimbursement by filing a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against such refusing or failing Owner. The effected Owner shall be entitled to recover the full assessment owed together with interest from due date, costs and reasonably attorney's fees. However, if the failure to maintain such minimum temperature is due to causes beyond the Owner's reasonable control the cost of such repair shall be shared between the two (2) Owners.

34. ENFORCEMENT. Any Owner or Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, or covenants imposed by this Declaration, but Declarant shall not be liable for damages 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 as 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 the event that the Declarant shall deem it necessary to enforce any Restriction, the Owner shall pay reasonable attorney's fees and court costs if Declarant shall prevail in said litigation.

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants commitments, restrictions or other limitations contained in the plat or these restrictions other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

35. DURATION. The foregoing covenants and restrictions and any amendments thereto are for the mutual benefit and protection of all present and future Owners of the property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by majority vote of those persons who are then the Owners of the property.

36. SEVERABILITY. Everyone 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 shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the Restrictions.

37. The developer, his successors and assigns forever reserve the right to amend any of the above contained restrictions so long as the Declarant owns fee simple title to not less than six (6) of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by developer herein and the filing of same among the public records of Marion County, Indiana.

38. DEDICATED STREETS. The streets shown on this plat and named Fairway Avenue and Fairway Trail are hereby dedicated to the public.

39. PRIORITY. In the event a discrepancy between the recorded plat of the Property and this Declaration of Covenants and Restrictions then this Declaration shall take priority.

IN TESTIMONY WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

GEMSTAR HOMES, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared Gemstar Homes, Inc. by its President and Secretary, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 7 day of September 1988.

My commission expires:
February 16, 1993

Karyl M. Holt
Franklin, Notary Public
Residing in Fairfield County, OH

This Instrument prepared By: William F. LeMond, Attorney at Law, 600 Union Federal Building, Indianapolis, IN. 46204.

file 3813
code 8/88WALL.3-.8

KARYL M. HOLT
Notary Public, State of Ohio
My Commission Expires Feb. 16, 1993

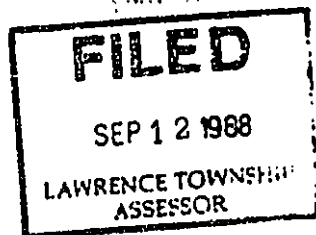
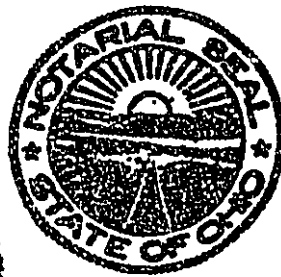


EXHIBIT "A"

Land Description
Fairway Village

Part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 17 North, Range 4 East of the Second Principal Meridian, In Marion County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the said Quarter Quarter Section; thence South 00 degrees 18 minutes 11 seconds East (assumed bearing) along the East line of the said Quarter Quarter Section 438.40 feet to the North right of way line of Craig Street per Warranty Deed recorded as Instrument #85-114060 in the Office of the Recorder of Marion County, Indiana (the next four courses are along the North right of way line of said Craig Street); (1) thence North 76 degrees 14 minutes 32 seconds West 80.64 feet to a curve having a radius of 785.00 feet, the radius point of which bears South 43 degrees 45 minutes 28 seconds West; (2) thence Westerly along said curve 328.82 feet to a point which bears North 10 degrees 14 minutes 32 seconds West from said radius point; (3) thence South 79 degrees 45 minutes 28 seconds West 100.00 feet to a curve having a radius of 355.00 feet, the radius point of which bears South 10 degrees 14 minutes 32 seconds East; (4) thence Southwesterly along said curve 233.10 feet to a point which bears North 47 degrees 51 minutes 47 seconds West from said radius point, said point lies on the Northerly line of a tract of land conveyed to Oakleaf/Indpls. Limited Partnership per Warranty Deed recorded as Instrument #85-93560 in the said Recorder's Office (the next two courses are along the North line of said tract); thence North 47 degrees 51 minutes 47 seconds West 30.81 feet; thence South 89 degrees 40 minutes 25 seconds West parallel with the South line of the said Quarter Quarter Section 604.25 feet to the West line of the said West line 508.87 feet to the Northwest corner of the said Quarter Quarter Section; thence North 00 degrees 14 minutes 32 seconds West along the said West line 89 degrees 28 minutes 50 seconds East along the North line of the said Quarter Quarter Section 1330.10 feet to the point of beginning, containing 14.179 acres, more or less.

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