Deer Valley Plat Two

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DECLARATION OF RESTRICTIONS

AS TO

DEER VALLEY PLAT TWO,
A SUBDIVISION IN MONCLOVA
TOWNSHIP, LUCAS COUNTY, OHIO

This Declaration of Restrictions is made and adopted by Wm. Decker, Inc., a Michigan corporation, (DBA Decker Homes & Development Co.) with offices at 2666 W. Sterns Road, P.O. Box 467, Lambertville, Michigan 48144 ("Developer").

Developer is the owner of all of the single family residential lots shown on the plat of Deer Valley Plat Two, which plat has been recorded on APRIL 21, 2004 AT 8:58 A.M. at REFERENCE NUMBER 200404210030686, Lucas County, Ohio Records. The real property constituting Deer Valley Plat Two, is described on Exhibit A, attached hereto and incorporated herein by reference.

Developer previously recorded The Declaration of Restrictions for Deer Valley Plat One at Lucas County Mortgage Record 02-5795D01 and The First Amendment to the Declaration of Restrictions for Deer Valley, Plat One at Lucas County Mortgage Record LUCAS COUNTY MORTGAGE RECORD 02-5795D01 AND LUCAS COUNTY RECORD 20040309-0017095.

Developer desires to establish a general plan for the development of Deer Valley Plat Two, and subsequent Plat Three (Deer Valley is herein sometimes collectively called “Deer Valley” and/or “Subdivision”) and to establish restrictions upon the manner of use, improvement and enjoyment of the residential lots in Deer Valley which should make such residential lots more attractive for residential purposes and are intended to protect present and future owners of said lots in the enjoyment of their use for residential purposes.

Developer reserves the right to extend the benefits and the responsibilities created by these restrictions, to any lands which may be hereafter acquired by Developer comprising Deer Valley Plat Three and subsequent plats of Deer Valley. Developer may exercise the rights reserved herein by filing consecutively numbered plats of Deer Valley together with supplemental Declarations of Restrictions subjecting such subsequent plats to this Declaration of Restrictions.

NOW, THEREFORE, Developer in consideration of the enhancement in the value of the lots in Deer Valley by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns hereby declare, covenant and
stipulate that all lots shown on the recorded plat of Deer Valley Plat Two, and subsequent single family future Plats of Deer Valley developed by the Developer shall hereafter be conveyed by Developer and its successors and assigns subject to the foregoing recitals and to the following restrictions, covenants and conditions:

ARTICLE I
USE OF LAND

1.1 Residential Lots. The lots located and shown on the recorded plats of Deer Valley shall be referred to herein as "residential lots." No structure or improvement shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling, a private attached garage of not less than two (2) car capacity, and an inground pool and associated pool structure, if any. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Description of Residential Lots. The single-family residential lots located and shown on the recorded plat 2 of Deer Valley Plat consist of 16 residential lots that adjoin each other. The lots are numbered fourteen (14) through twenty-nine (29) consecutively. It is the intention of the developer to purchase and develop an additional plat contiguous to the recorded plat 2.

1.3 Ownership of Lot A, Detention Area. Lot A, Detention Area as designated on Plat One of Deer Valley shall be owned by the Deer Valley Homeowners’ Association referred to herein. Such ownership shall be subject to the drainage and storm water detention rights that may have been or will be granted to Lucas County, Ohio by easement or on the plats of Deer Valley.

1.4 Use Restrictions. No noxious, offensive or unreasonably disturbing activities shall be carried on, nor shall anything be done within the Subdivision that may be or become an annoyance or nuisance. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for irrigation or heating purposes which has been approved in writing in advance of construction by the Architectural Control Committee as provided under Article II hereof.

1.5 Completion of Structures; No Occupancy of Incomplete Dwellings or Other Shelters. All structures must be completed within one (1) year following the commencement of construction. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from residential lots without the written approval in advance from the Architectural Control Committee as provided under Article II hereof. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and
specifications approved therefore by the Architectural Control Committee as provided under Article II hereof. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision.

1.6 Pets. Only domesticated dogs, cats, or other household pets calculated not to cause a nuisance or create an unreasonable disturbance suitably maintained and housed within a dwelling may be kept on any residential lot. No other animals may be kept on any residential lot. Such pets will be permitted in the public areas of the Subdivision only if on a leash. No animal may be kept, bred or maintained for any commercial purpose. No dog runs, doghouses or the like may be placed or constructed on any residential lot. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision.

1.7 Signs. Only one (1) professionally prepared sign of no more than five (5) square feet advertising a residential lot or home for sale shall be placed on any lot.

(a) Until such time as Developer has conveyed to others all residential lots in the Subdivision, Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the residential lots in the Subdivision and to maintain signs on Coder Road advertising the sale of residential lots in the subdivision;

1.8 Storage of Personal Property. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Subdivision, shall be suitably housed within the attached garage. Any in-ground pool equipment such as filter, heater, etc. may be suitably housed in an approved structure.

1.9 Disposal of Rubbish. All rubbish, debris and garbage shall be stored and maintained in containers entirely within a structure or enclosed behind an approved wall or fence.

1.10 Antennas. No antenna, tower, or satellite dish greater than 24 inches in diameter, located on the exterior of any home or upon any lot, shall be permitted without written approval by the Architectural Control Committee.

1.11 Maintenance. No weeds, underbrush or other unsightly growth shall be permitted to grow on any part of any lot or other property in the Subdivision except in those areas which remain in the natural state, and approved by the Architectural Control Committee, and in the conservation areas on Lots 1 through 8 herein as well as Lot A, detention area.
1.12 **Miscellaneous Devices.** The Architectural Control Committee must first approve any wind or solar collection devices that are to be installed on any lot or home.

**ARTICLE II**

**ARCHITECTURAL CONTROL**

2.1 **Submissions and Approval of Plans and Specifications.** The plans and specifications for all buildings, in-ground pool and associated pool equipment or structures, and other improvements and structures (including, but not limited to, signs, fences, walls, decks, driveways, hedges, garages and basements) to be constructed within the Subdivision shall be submitted for examination to the Architectural Control Committee (hereinafter described) and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. After Developer has completed the initial home or any given lot, the Architectural Control Committee shall, subsequently for any additions or modifications, approve, reject or approve with modifications all submissions within fourteen (14) days after submission of the plans and specifications required hereunder to the Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site, the finished grade elevation thereof. No grade or slope will be changed except with the approval of the Committee. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof with its records.

2.2 **Membership of Architectural Control Committee.** The Architectural Control Committee shall be composed of three (3) members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the residential lots in the Subdivision to others and residences shall have been erected on all of the residential lots in the Subdivision. Thereafter, upon assignment of the rights hereunder by the Developer, the Association shall have the right to appoint the members of the Architectural Control Committee. The initial members of the committee shall be William A. Decker Sr., Dale J. Decker, and Alfred P. Price. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this Section 2.2 to any successor to its interest as Developer of the Subdivision.

2.3 **Architectural Standards, Harmonious Plan.** In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the
development of Deer Valley as an architecturally harmonious, artistic and desirable residential subdivision, with homes built of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement each other and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Deer Valley as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in Deer Valley as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.4 Trees. Developer shall preserve, insofar as possible and consistent with the development of Deer Valley the trees and natural attributes. No trees greater than six (6) inches in diameter at four (4) feet above grade shall be removed on any residential lot except those necessary for the construction of a residence and yard area and as approved in advance in writing by the Architectural Control Committee.

2.5 Establishment of Grades. Subject to the requirements shown on the recorded plats of Deer Valley, Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any building or structure, shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Deer Valley.

2.6 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

2.7 Voting by Architectural Control Committee. Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Two (2) members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Deer Valley, as further consideration for the conveyance to them of such lots, do,
for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE III

UTILITY EASEMENTS OVER RESIDENTIAL LOTS

3.1 Utility Easements Across Lots. In establishing the easements for and location of utility lines for the Subdivision, Developer may determine it to be an aesthetic benefit to and in the best interest of the Subdivision to locate such utility lines and the surface improvements serving such lines (such as electrical transformers and meters) in the front of all lots.

ARTICLE IV

EASEMENTS

4.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and use of electric light, cablevision, telephone wires and conduits, including underground facilities for the public roadways within the Subdivision; and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by developer or its successors and assigns for the service of the Subdivision on, over, below, or under all of the areas designated as "utility easement," "drainage easement," "sanitary easement," or with words of similar import, on the recorded plats of Deer Valley, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to construct, install, relocate, repair, maintain and replace such utility lines and to trim trees, shrubbery, or other growth or obstructions which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement," "drainage easement," "sanitary easement" or with words of similar import, upon the recorded plats of Deer Valley. The term "structures" as used in the preceding sentence shall include, but not be limited to, houses, garages, other buildings and in ground swimming pools. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.
ARTICLE V
CONSTRUCTION OF SIDEWALKS

5.1 Sidewalks to be Constructed by Lot Owners. Weather permitting, not later than the date of initial occupancy of a dwelling the Owner of each residential lot shall construct a concrete sidewalk parallel to the roadway.

ARTICLE VI
DURATION OF RESTRICTIONS, AMENDMENTS

6.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the last day of January, 2021, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. These Restrictions may be amended exclusively by the Developer until such time as all lots in such Plats One (1), Two (2) and Three (3) have been sold. Thereafter, these covenants and restrictions may be amended at any time, and from time to time, prior to January 1, 2021 by the Developer until conveyance of all lots in this plat and thereafter, with the written approval of the then owners of not less than seventy-five percent (75%) of the residential lots in Deer Valley, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and evidencing the consent of the approving residential lot owners thereto. These covenants and restrictions may be terminated as of January 1, 2021 and may be amended or terminated thereafter with the written approval of the owners of not less than seventy-five percent (75%) of the residential lots in Deer Valley upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VII
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

7.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Architectural Control Committee, the Association, when established, or any person or persons owning any residential lot in the Subdivision, may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent her, him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

7.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by act of the owners of residential lots in
Deer Valley shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

7.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Deer Valley shall be made subject to these restrictions.

7.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public record.

7.5 Developer's Rights Assignable. Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the office of Recorder of Lucas County, Ohio. Developer shall have the right to construe and interpret these restrictions and its construction and interpretation, in good faith, shall be final and binding as to all persons and property benefited by such restrictions. Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument whereupon all rights with respect thereto shall thereafter be exercised by The Architectural Control Committee.

7.6 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

7.7 Limitation of Warranties. By acceptance and recording of a deed to a residential lot in Deer Valley, each lot owner shall be deemed to have acknowledged and agreed there are no representations or warranties, express or implied, by the Developer with respect to the Subdivision other than as expressly stated in writing (i) by the Developer to the lot owner; or (ii) in this Declaration of Restrictions.

7.8 Waiver of Restrictions by Architectural Control Committee. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for herself or himself and for her or his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Architectural Control Committee may, in writing,
grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

7.9 Modification of Restrictions. Hardship. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of residential lots, or which would cause such restrictions to cease being beneficial to the owners of such residential lots, Developer and/or the Architectural Control Committee, when rights are assigned to it by the Developer, shall have the right to modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all residential lot owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modification to these restrictions. The provision of this paragraph shall not be construed as a limitation upon the right of the Architectural Control Committee to modify the provision of these restrictions as provided for herein.

7.10 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

ARTICLE VIII
ASSOCIATION

8.1 Owner’s Association. Upon the occupancy of not less than ten (10) dwellings in Deer Valley Plat One (1), and in any event, no later than May 4, 2004, Developer shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the “Deer Valley Property Owners Association” or a name similar thereto (the “Association”), and upon the formation of the Association, every lot owner shall become a member thereof, and each owner other than Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by such owner; provided, however, that where title to a lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to ten (10) votes for each lot owned by Developer.

8.2 Maintenance Obligations. The Association shall at all times maintain all structures, improvements and landscaping constructed, installed or at any time existing in any Drainage Easement or common area referred to in these restrictions or on the recorded plats. The Association shall also maintain any street lights within Deer Valley, if any, that are not otherwise maintained by public or quasi-public authorities.

8.3 Assessments: Borrowing. The Developer, until all lots are sold or until Developer assigns its rights and powers hereunder to the Association, and thereafter the Association shall levy assessments against each lot for the purpose of performing the
obligations required of it pursuant to these Restrictions. The Developer, and after assignment the Association, by vote of two thirds (2/3) of its members, may adopt such reasonable rules and regulations, including the right to levy additional reasonable assessments for all other activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of Deer Valley, and for the health, comfort, safety and general welfare of residents of Deer Valley and all property in Deer Valley shall at all times be maintained subject to such rules and regulations. Any assessment applicable to a lot owned by Developer shall be limited to 10% of the amount assessed against other lots. Notwithstanding the foregoing, the Association shall not have authority to assess any lot or lot owner to pay the cost of any claim, suit, judgment or other liability assessed against the Association related to the activities of the Association.

8.4 Lien for Assessments: Enforcement of Payment. An assessment shall become a lien against each lot on the date notice of the assessment is given to the lot owner. Assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners if more than one) of each residential lot at the time when the assessment becomes a lien. Members who fail to pay any assessment or any installment thereof within thirty (30) days of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:

Notice of Lien
Notice is hereby given that Deer Valley Property Owners Association claims a lien for unpaid assessments for the year(s) _________ in the amount of $__________ against the following described premises:

(Insert legal description)

The records of the Association indicate that ______________ is (are) the present owner(s) of such premises.

DEER VALLEY PROPERTY OWNERS ASSOCIATION
By:________________________

STATE OF OHIO

) SS:

COUNTY OF __________

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by
of Deer Valley

Property Owners Association, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In the event any installment of any assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses of collection and foreclosure in that behalf, including attorney fees. No owner may waive or otherwise escape liability for any assessments provided for herein by non-use of any areas or facilities maintained by the Association or by abandonment of his lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien, provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage which was recorded prior to the notice of lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the owner(s) or such lot for such assessment. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

8.5 Certificate of Payment. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner’s residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

8.6 Assignment by Developer. Developer, by an instrument in writing in the nature of an assignment, may, but shall not be required to, vest the Association, when formed, with all or any of the rights, privileges and powers herein retained by Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

IN WITNESS WHEREOF, Wm. Decker, Inc., a Michigan Corporation (DBA Decker Homes & Development Co.) the Developer, has caused this Declaration of Restrictions to be executed on its behalf by its duly authorized officer this 4th day of May, 2004.
Signed and acknowledged in the presence of:

[Signature]

Wm. DECKER, INC.

By: [Signature]

William Decker, Sr.,
President

STATE OF OHIO  )
SS:  )
COUNTY OF LUCAS  )

The foregoing instrument was acknowledged before me this ___ day of 
May 20___ by William Decker, Sr., President of Wm. Decker, Inc., a 
Michigan corporation, on behalf of the company.

[Signature]
Notary Public

[Seal]
GREGORY L. ARNOLD
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date

This instrument prepared by:
Gregory L. Arnold, Esq.
608 Madison Avenue
Suite 1400
Toledo, Ohio 43604
PH: (419) 241-4441
Deer Valley Plat Two

Part of the Southeast 1/4 of Section 33, Town 2, United States Reserve, Monclova Township, Lucas County, Ohio, bounded and described as follows:

Beginning at a found stone monument at the Southwest corner of the Southeast 1/4 of said Section 33;

Thence N-00°-15'-20"-E along the West line of the Southeast 1/4 of said Section 33 a distance 974.64 feet to a found 6" concrete monument at the Southwest corner of the plat of Deer Valley Plat One, in accordance with Volume 153 of Plats, Pages 75 and 76;

thence S-89°-44'-40"-E along the Southerly line of said plat of Deer Valley Plat One, a distance of 200.00 feet to a found 6" concrete monument;

thence S-00°-15'-20"-W and continuing along the Southerly line of the said plat of Deer Valley Plat One, a distance of 16.23 feet to a found 6" concrete monument;

thence N-89°-44'-40"-E and continuing along the Southerly line of the said plat of Deer Valley Plat One, a distance of 260.00 feet to a found 6" concrete monument;

thence S-00°-15'-20"-W a distance of 954.54 feet to a capped 1/2" iron rod set on the South Line of the Southeast 1/4 of said Section 33; thence S-89°-46'-22"-W along the South Line of the Southeast 1/4 of said Section 33 a distance of 460.02 feet to the point of BEGINNING.