

WILLSITON GREEN ASSOCIATION, INC.

In brief :

Our covenants are recorded in two main documents:

- Covenants (next page)*
- Declaration of covenants, conditions and restrictions*

Details:

The initial document describing the Williston Green as 82 lots was prepared in October 1972 by MID-STATES ENGINEERING CO.INC for the Pickwick North Company. This plat defines the area as residential and lists the first set of rules and limitations. It is recorded as instrument **1972 00071015**, Section I (South part) and Section II (North part). In addition, a certificate of error (1972 75000) corrects the lot number 35 into 33 for the lot on the NE corner of Williston Ct, and corrects the record for the IPL easement into M.R.236, p9.) *(copy of the text portion next page)*

The entity **WILLISTON GREEN ASSOCIATION, INC.** was created in November 1972 as a Non-Profit Domestic Corporation. (Another entity named identically except for the coma and the dot: "WILLISTON GREEN ASSOCIATION INC" was created at the same date and made inactive on 01/01/1978).

A declaration of covenants, conditions and restrictions was recorded in December 1972. 12 pages plus 2 exhibits: Instrument **1972 0077117**.

A first amendment to the declaration of covenants (2 pages) was recorded in 1974 as instrument **1974 0020429**, limiting the increase of the annual assessment (dues) to 5% per year. (Had this increase been applied every year since the assessment was \$108 in 1973, the dues would have been \$ 567 per year today).

Marc Ebtinger, President in 2006, 9202 Brantford Court, lot 50

WILLISTON GREEN
 SECTION ONE

The undersigned owners of the above described real estate, hereby certify that they do lay out, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as **WILLISTON GREEN**. The streets, if not heretofore dedicated, are hereby dedicated to the public. There are strips of ground of varying feet in width as shown on this plat and marked U & D ESMIT which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained on said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements and to the rights of owners of the other lots in this subdivision.

Building set-back lines are hereby established on this plat between which lines and the property lines of the streets shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than seven (7) feet with an aggregate of 19 feet for both sides of lot at the building line, except fences. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than 2 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Twelve Hundred (1200) square feet in the case of a one-story structure, nor less than Eight Hundred (800) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of Twelve Hundred (1200) square feet of finished and liveable floor area.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

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.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.

No private or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank absorption field or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death, resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services or any of them, or their heirs or assigns.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until Jan. 1, 1997 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns, in validation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owner
 PICKWICK NORTH COMPANY
 by Charles A. Pechette
 CHARLES A. PECCHETTE General Partner

APPROVED THIS 21st
 DAY OF February, 1997
 AUDITOR OF MARION COUNTY
Richard DRAFTSMAN

County of Marion } ss.
 State of Indiana }

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution by this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 27th day of Oct, 1997

APPROVAL
 FINAL COMMITTEE
 METROPOLITAN DEVELOPMENT COMMISSION
 MEMBER OF PUBLIC SERVICE BOARD
 207
 October 30, 1997
 PREPARED FOR THE RECORD HAS BEEN PUBLISHED
 [Signature]

VOID UNLESS RECORDED
 IN PUBLIC RECORDS
 IN PUNE APRIL 5, 1994

CROSS REFERENCE

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CROSS REFERENCE

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by Pickwick North Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
Indianapolis, County of Marion, State of Indiana:

Williston Green, Section I, an Addition in Marion County, Indiana,
as per plat recorded in the Office of the Recorder of Marion
County, Indiana, as Document No. 72-71015 and amended by a
Certificate of Error recorded in the Office of the Recorder of
Marion County, Indiana, as Document No. 72-75000.

NOW THEREFORE, Declarant hereby declares that all of
the properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants,
and conditions, which are for the purpose of protecting the
value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title
or interest in the described properties or any part thereof,
their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Williston
Green Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record
owner, whether one or more persons or entities, of a fee simple
title to any Lot which is a part of the Properties, including
contract sellers, but excluding those having such interest
merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that
certain real property hereinbefore described, and such additions
thereto as may hereafter be brought within the jurisdiction
of the Association.

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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

SEE ATTACHED EXHIBIT "B"

Section 5. "Lots" shall mean and refer to any plot, plots, or parts of plots of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, upon which one dwelling unit is constructed.

Section 6. "Declarant" shall mean and refer to Pickwick North Company, its agents and employees, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of the Association to limit the number of quests of members.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the rights of such mortgagee in such properties shall be subordinate to the rights of the homeowners hereunder.

(f) the right of the Association, through its Board of Directors to determine the time and manner of use of the recreation facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also

be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Commencing on June 1, 1973, and running until January 1 of the year immediately following, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

(a) From and after said January 1, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after said January 1, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common

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Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. All assessments shall be at a uniform rate for all Lots owned by Class A members. The owner of all Class B Lots shall be exempt from any assessment provided there is a Management Contract which obligates the Class B member to contribute any deficit which may occur by reason of the operation or maintenance of the Common Areas. In the absence of such a contract, the owner of the Class B membership shall pay an assessment equal to 25% of the Class A assessment for each Lot owned.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall

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commence as to all Lots on the first day of June, 1973. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein states to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Williston Green Association, Inc., or its agents the right and power to bring all actions against such Owner personally for the collection of

such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of all other Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of

Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreement shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty per cent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any substantial exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three

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(3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

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Section 4. Annexation of Additional Property.

A. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of Class A members 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 above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

B. The land described in Exhibit A may be annexed by Declarant without the consent of the Class A members within three (3) years from the date of this instrument.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned this 15th day of
December, 1972.

Pickwick North Company

BY: Charles Pechette partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, appeared Pickwick North Company
by Charles Pechette, its partner, and acknowledged the execution
of the foregoing instrument on this 15 day of December,
1972.

Witness my hand and notarial seal.

Patricia A. Peterson
Notary Public

My Commission Expires:
August 4, 1976

This Instrument prepared by D. Richard Keppler, Attorney at Law.

RECORDED & INDEXED
DEC 16 3 22 PM '72
MARION COUNTY
INDIANA

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EXHIBIT "A"

Part of the Southwest quarter of Section 15, Township 17 North, Range 3 East in Marion County, State of Indiana, more particularly described as follows:

Commencing at the Southwest corner of the aforementioned quarter section; running thence N 00° 00' 00" E on and along the West line thereof a distance of 359.508 feet to the point of beginning of the real estate described herein; running thence N 88° 59' 33" E on and along the North line of an Indianapolis Power & Light Transmission Easement a distance of 569.570 feet, the next two calls being along said easement; running thence N 57° 23' 34" E a distance of 569.191 feet; running thence N 89° 02' 18" E a distance of 55.172 feet; running thence N 43° 31' 00" W a distance of 273.528 feet; running thence N 46° 29' 00" E a distance of 200.000 feet; running thence S 43° 31' 00" E a distance of 315.392 feet; running thence S 00° 20' 00" E a distance of 104.427 feet; running thence N 89° 02' 18" E on and along the North line of the aforesaid transmission easement a distance of 700.000 feet; running thence N 00° 13' 33" W a distance of 652.711 feet; running thence S 89° 40' 00" W a distance of 867.108 feet to a point on the Southeasterly line of a Buckeye Pipe Line Easement; running thence S 46° 29' 00" W along said Southeasterly line a distance of 1347.126 feet; running thence S 88° 59' 33" W a distance of 137.094 feet to a point on the West line of the aforementioned quarter section; running thence S 00° 00' 00" W along said West line a distance of 50.007 feet to the point of beginning; containing in all 20.907 acres; subject, however, to all legal highways and rights-of-way.

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EXHIBIT "B"

Part of the Southwest quarter of Section 15, Township 17 North, Range 3 East in Marion County, State of Indiana, more particularly described as follows:

Commencing at the Southwest corner of the aforementioned quarter section; running thence N 00° 00' 00" E on and along the West line thereof a distance of 259.492 feet to the point of beginning of the real estate described herein; said point being on the South line of an Indianapolis Power & Light Transmission Easement as recorded by Instrument No. 64-11494A; continuing thence along the same line a distance of 100.014 feet to the North line of said easement; running thence N 88° 59' 33" E a distance of 569.570 feet, (this and the next two calls being along said North line); running thence N 57° 23' 34" E a distance of 569.191 feet; running thence N 89° 02' 18" E a distance of 55.172 feet; running thence N 43° 31' 00" W a distance of 273.528 feet; running thence N 46° 29' 00" E a distance of 200.000 feet; running thence S 43° 31' 00" E a distance of 315.392 feet; running thence S 00° 20' 00" E a distance of 104.427 feet to a point on the North line of the aforementioned transmission easement; running thence N 89° 02' 18" E along said North line a distance of 700.000 feet; running thence S 00° 13' 33" W a distance of 100.022 feet to a point on the South side of said easement; running thence S 89° 02' 18" W a distance of 899.253 feet, (this and the next two calls being along said South line); running thence S 57° 23' 34" W a distance of 569.148 feet; running thence S 88° 59' 33" W a distance of 599.625 feet to the point of beginning; containing in all, 6.309 acres.

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