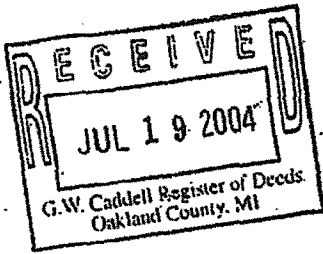


317122
LIBER 33599, PAGE 515
\$46.00 MISC RECORDING
\$4.00 REINDEMENTATION
07/19/2004 10:02:15 A.M. RECEIPT# 87444
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



DECLARATION OF RESTRICTIONS
SOUTH HIGHLAND MEADOW SUBDIVISION

WHEREAS, the undersigned, Highland 43 Venture, a Michigan Co-Partnership, of 612 West University Dr., Suite 201, Rochester, Michigan 48307, hereinafter referred to as "Declarant", being the owner of the lands hereinafter described, and hereinafter referred to as "The Subdivision", desires to create a planned community for the benefit of all residents of The Subdivision, which is located in the Township of Highland, Oakland County, Michigan, and more particularly described as:

Lots 1-26 AND public roads AND North and South Parks
AND Greenbelts A, B, C and D

South Highland Meadow Subdivision
Township of Highland, Oakland County, Michigan
Liber Pages

(metes & bounds description attached)

WHEREAS, Declarant desires to provide for the preservation and enhancements of the property values and amenities in The Subdivision and to this end desires to subject The Subdivision to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit to The Subdivision and each owner of a lot therein:

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future owners of the various lots comprising The Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future owners of the lots comprising The Subdivision, that the same will and shall be used, held and /or sold expressly subject to the following by reference in all deeds of conveyance and contracts for the sale of said lots and shall run with the land and be binding upon all grantees of individual lots in The Subdivision and on their respective heirs, personal representatives, and successors and assigns.

O.K. - AW

ARTICLE I ARCHITECTURAL CONTROL

No building, or other structure (decks, pools, etc), or exterior improvement shall be commenced, erected or maintained on any lot, nor shall any exterior addition or alteration be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by the Declarant.

Section 1. Plans and specifications for final approval by the Declarant shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the Township of Highland, including a dimensional plot plan showing lot and placement of residence, garage, and other structures, if any.
- b. Front elevation, side elevations, and rear elevation of building.
- c. A perspective drawing if deemed necessary by the Declarant to interpret adequately the exterior design which shall be of the Traditional style with basement.
- d. Data as to size, materials, colors, and texture of all exteriors including roof coverings.
- e. One set of blueprints shall be left with the Declarant until construction is completed.

Section 2. Preliminary plans may first be submitted for preliminary approval.

Section 3. No approval by the Declarant shall be valid if the structure or improvement violates any of the restrictions set forth in Articles II or III of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

Section 4. The declarant may disapprove plans because of noncompliance with any of the restrictions set forth in Articles II and III of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the lot, the materials used, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the reasonable judgement of the Declarant, would render the proposed improvement or alteration inharmonious or out of keeping with the objectives of the Declarant or with improvements erected on other lots in the Subdivision.

Section 5. In the event the Declarant fails to approve or disapprove plans within fifteen (15) days after submission, then such approval will not be required, but all other limitations, conditions, and restrictions set forth in the Declaration shall apply and remain in force as to such plans.

Section 6. Declarant approval shall be deemed given if the plans, and specifications submitted for approval are marked or stamped as having been finally approved by the Declarant, and are dated and signed by Declarant.

ARTICLE II

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of lots.

All lots shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective owner or occupant of the lot upon which said garage is erected may also be erected and maintained.

Section 2. Character and Size of Buildings.

With respect to all lots, no dwelling shall be permitted on any lot unless, in the case of a one-story (Ranch) building, the living area thereof shall be not less than 1,800 square feet; and in the case of a one and one-half story (Cape Cod) building, the living area thereof shall be not less than 2,000 square feet; and in the case of a two-story (Colonial) building, the living area thereof shall be not less than 2,200 square feet. All computations of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, or terraces. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited. Driveway construction material shall be hard-surface (e.g. concrete or asphalt). Gravel driveways are expressly prohibited.

Section 3. Minimum Yard Requirements.

No building on any lot shall be erected nearer than:

- a. Forty (40) feet from the front lot line; nor
- b. Fifteen (15) feet from the side lot line; nor
- c. Forty (40) feet from the rear lot line.

Lots bordering wetlands and/or unplatted parcels require a 65 foot setback therefrom. Approval of a variance by both the Declarant and the Township of Highland Zoning Board of Appeals permitting front, rear, or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction. These set backs are per Highland Township ordinance and subject to change by Township.

Section 4. Animals

No farm animals, livestock, or wild animals shall be kept or bred or harbored on any lots, nor shall any animals be kept for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others.

- a. Any dog kept by a resident on his premises shall be kept either on a leash, within an invisible (electric) fence, or in a dog run or pen and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to

be erected or maintained unless located within the rear yard (only) adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard or have a width (into the rear yard) greater than one-half the length.

Section 5. Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on corner lots within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. 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.

Section 6. Easements and Other Conditions.

Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities, and for storm sewer facilities, are reserved as shown on the recorded Plat of The Subdivision, and /or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved as shown on the recorded Plat, for, among other things, the installation and maintenance of natural gas, telephone, electric and cable television lines and conduits, storm sewers, and for surface drainage purposes. Within each of the foregoing easements, no structure, improvements, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such service facilities and utilities or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor, without the written consent of the Declarant, shall any change be made in the finished grade of any Lot once established upon completion of construction of the Dwelling on such Lot. The easement area of such Lot shall be maintained in a presentable condition continuously by the Owner, and the Owner of each Lot shall be liable for all damage to service facilities and utilities thereon, including, without limitation, damage to electric, telephone, natural gas and cable television distribution lines and facilities located therein.

Section 7. Outbuildings.

Sheds, barns or any out-buildings or structures of any description whatsoever (excluding normal playground equipment), are expressly prohibited; and no temporary occupancy shall be permitted in unfinished residential buildings, except where allowed by a Temporary Certificate of Occupancy issued by the Highland Township Building Department.

Section 8. General Conditions.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one-week. Garbage containers shall not be set out prior to 5:00P.M. of day preceding garbage pickup.

b. No house-trailers, commercial vehicles and trucks, boat trailers, boats,

camping vehicles or camping trailers may be parked or stored on any lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer and construction vehicles may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in The Subdivision by the builder.

c. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.

d. The grade of any lot or lots in The Subdivision may not be changed without the written consent of the Declarant. This restriction is intended to prevent interference with the master drainage plans for The Subdivision.

e. No "through the wall" air conditioners may be installed on the front or side wall or in any front or side window of any building.

f. No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings. Compressors will be allowed in side yards with proper screening provided approval has been given by the Declarant.

g. No above-ground swimming pool may be built.

h. Television satellites dishes will not exceed two(2) feet in diameter, and will be located in the rear yard in close proximity to the house, if possible.

i. Notwithstanding anything to the contrary elsewhere set forth herein.

Declarant and/or any builders which it may designate, may construct and maintain a sales agency and a business office on any lots which they may select, or may use a model house for such purpose, and Declarant and such designated builders may continue to do so until such time as all of the lots in which the Declarant or such designated builders have an interest, are sold by them.

Section 9. Lease Restrictions.

No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

Section 10. Exterior Surface on Dwellings.

The visible exterior walls of all dwellings & garages may be made of brick, stone, wood, and/or vinyl siding in any combination. The use of block, metal, asphalt, and/or aluminum siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. Fifty percent (50%) of the front walls and twenty-five percent (25%) of the side walls shall be brick or stone. The Declarant may grant such exceptions to this restriction as it deems suitable.

Section 11. Fences.

a. No fence, wall or solid hedge may be erected, grown, or maintained in front of or along the front line of any lot. The side lot line of each corner lot which faces a street shall be deemed to be a second front lot line and shall be subject to the same restrictions as to the erection, growth, and maintenance of fences, walls or hedges as hereinbefore provided for front building lines.

b. No fence, wall or solid hedge will be erected or maintained on or along the side lines of any lot, and/or on or along the rear line or any lot, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Article II Section 4 (a), of the Declaration, shall be permitted.

c. No solid-type wood fences will be allowed. No chain link fences will be allowed except in accordance with Article II Section 4 (a), of this Declaration. The only fences which will be allowed are split-rail to be incorporated into the landscaping. Fences surrounding pools must be either decorative wrought iron or decorative wrought aluminum. No fence of any type may be erected without the Declarant's approval.

Section 12. Signs.

No sign or billboard shall be placed, erected, or maintained on any lot, except one sign advertising the lots, or the house and lot for sale or lease, which said sign shall have a surface of no more than six (6) square feet, and the top of which shall not be more than three (3) feet above the ground; provided, however, that such a sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said lot, and shall in no event be placed and maintained nearer than twenty (20) feet from the front lot line. The provisions of this paragraph shall not apply to such signs as may be installed or erected by Declarant, or any builder which it may designate during the period of construction of houses, or during such periods as any residence is used as a model or for display purposes.

Section 13. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Building permit for reconstruction must be secured within sixty (60) days after destruction in whole or in part of the dwelling. Building must begin within thirty (30) days of permit being ready.

Section 14. Landscaping.

Upon completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the person(s) who purchase a residence from the builder thereof, and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitable landscaped as soon after the completion of construction as the weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well-maintained at all times. Grass is not to exceed six (6) inches at any given time.

ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement.

Any Owner shall have right to enforce by any proceeding at law or in equity all restrictions and conditions imposed by the provisions of this Declaration. Failure of

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

Section 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 the 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 be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners (Deed holders) except that amendments made by the Declarant during its ownership of lots(s) shall not require the vote, signature or approval of any lot owners; easement, wetland, flood plain, and health provisions may not be amended.

Section 4. Assignment or Transfer of Rights and Powers

Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights and powers so assigned, and such instrument, when executed by such assignee shall without further act, release said Declarant from all obligations, duties, and liability in connection therewith.

ARTICLE IV WETLAND AREA

It shall be unlawful for any person to deposit or permit to deposited any material, including structures, into, within or upon the Wetland Area recorded on the Plat, and/or to disturb, disrupt, impair, damage, modify or harm such areas and/or habitats, in or functions performed by such areas. It is the intent of this Article to preserve the Wetland Area; and all activities inconsistent with such intent are prohibited.

ARTICLE V SUBDIVISION ASSOCIATION

The rights and obligations of the Declarant with respect to approval, and supervision, and control of these building and use restrictions involving discretionary decisions may be assigned by the Declarant hereafter to a Homeowners Association of the subdivision. Such transfer of rights and obligations may be made at anytime Declarant deems it appropriate but in any event shall be made when Declarant has sold all the lots in the subdivision or has no further interest therein. Declarant shall have the right to form a Michigan non-profit Corporation, and each lot owner shall be required to be a member thereof and to accept it as an operative association, to which the subject

rights and obligations may be transferred by Declarant. The Declarant or the Association shall have the authority to impose such dues and assessments as deemed necessary to pay the cost of owning, maintaining and/or improving (a) entrance (b) parks (c) greenbelts (d) storm sewer (e) community septic (f) horse path (g) sidewalks. Dues and assessments shall be due and payable within thirty (30) days after billing. In the event any Lot Owners fail to pay such dues or assessments when due, the Declarant or succeeding Association may record a statement in the Office of the Register of Deeds for Oakland County against the Lot showing the amount due which shall be a lien on the Lot until fully paid. The Association shall have the right to bring an action in a court of competent jurisdiction to collect against said Owner or foreclose the lien. Upon payment thereof, an appropriate discharge of the lien in the form eligible for recording shall be given to the Lot Owner. Any and all such liens for the dues and assessments herein provided shall be subordinate to the lien of any first mortgage.

The parks may be used for passive and/or active recreation; however, no buildings may be constructed therein. No buildings or other structures may be constructed in Greenbelt D; and it may not otherwise be disturbed without township approval.

A certain "Agreement for Maintenance of Drainage Easements" on file with the township clerk is included herein by reference.

Six lots (nos. 7-12) are serviced by a common septic system (located in North Park). Responsibility for the maintenance, repair and/or replacement of such system shall be the responsibility of the association; but the cost of such responsibility shall be specially assessed against only those lots serviced by such system. A certain "Sanitary Sewer Operation and Maintenance Agreement" on file with the township clerk is included herein by reference.

Paragraph 13 of a certain "Consent Judgment" (Oakland County Circuit Court Civil Action No. 02-045155-CH) is included herein by reference as to ownership, maintenance and/or liability of/for the bridle path located within the subdivision.

ARTICLE VI RIGHTS OF LENDERS

Section 1. Assessments of Foreclosure.

Any Institutional Holder of any first Mortgage who obtains title to a lot pursuant to the remedies provided in the Mortgage (but exclusive of a deed in lieu of foreclosure), or through foreclosure of the first Mortgage, shall not be liable for any claims for unpaid assessments or charges against such lot which accrued prior to the acquisition of title to such lot by the Institutional Holder of the First Mortgage.

Section 2. Priority on Distribution of Proceeds.

No owner or any other party shall have priority over any rights of Institutional Holders of Mortgages upon individual lots pursuant to their Mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a

taking of all or any portion of the commonly owned property, if any, and/or the individual lots and improvements thereon.

Section 3. Mortgage Protection Clause.

No breach of the covenants, conditions or restrictions herein contained, or any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

ARTICLE VII
COUNTY HEALTH DIVISION REQUIREMENTS

1. No building site shall be used for other than single family residential use.
2. All dwellings shall be served by a potable water supply system. All wells shall be drilled by a well driller licensed by the State of Michigan, to a minimum depth of 89 feet and provide at least 50 feet of submergence above well screen, unless a written variance is granted from the Oakland County Health Division. All wells are to be a minimum of 200 feet to the community tile fields. The well must meet requirements in the Ground Water Quality Control Act (Part 127 of Act 368, P.A. 1978 as amended). All wells shall be grouted the entire length of the well casing. A completed well log form for each such potable water well shall be submitted to E.H.S. within 60 days following completion of such well.
3. Permits for the installation of on-site water well systems shall be obtained from the Oakland County Health Division prior to any construction. Final inspections of on-site water well systems shall be obtained from the Oakland County Health Division prior to any occupancy.
4. Although not considered health related, the elevated iron may be objectionable. Prospective owners are to be informed that softening or other treatment systems may be necessary or desirable for hard or aesthetically objectionable well water.
5. On-site well system maintenance responsibility must be assigned in the deed restrictions and by-laws of the homeowners association. Further, individual subdivision lot owners are responsible for the maintenance of their particular well system.
6. Permits for the installation of the community sewage disposal system and/or the on-site sewage disposal systems shall be obtained from E.H.S. prior to any construction on the individual building sites. Final inspections of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to any occupancy.
7. All on-site sewage disposal systems must be installed not less than 100 feet isolation from any surface water or impounded water. When deemed necessary, due to the size or configuration of a building site, grade

conditions, or evidence of elevated groundwater, an engineered building site plan or system design plan may be required by E.H.S.. Such plans, if required, must be submitted for review and approval prior to the issuance of a sewage disposal system permit.

8. This subdivision project will require an Act 98/Part 41 permit through the DEQ as provided for in law.
9. On-site sewage disposal system maintenance responsibility must be assigned in the deed restrictions and by-laws of the homeowners association.
10. The Subdivision Association Board of Directors shall have the authority to rule for the entire project as it relates to participation in a municipal water and/or sewage disposal system.
11. All sites, with on-site disposal fields, shall have an identified adequate suitable area allocated for the initial septic system and for replacement system. These identified areas are restricted to use as sewage disposal areas only and shall be kept as open spaces, unless prior written express approval is obtained from the Oakland County Health Division to relocate said sewage areas.
12. Permit(s) for septic tanks/devices served by the community sewage disposal system(s) shall be obtained from E.H.S. prior to any construction on the sites served by the community sewage system(s).
13. The above restrictions are to be in effect for perpetuity and can only be amended with the prior written approval of the Oakland County Health Division.

ARTICLE VIII FLOODPLAIN RESTRICTIONS

1. The freeboard line is contained entirely within North Park. The freeboard elevation is defined as a line established by the Department of Environmental Quality, elevation 1030.0 N.G.V. Datum, which will provide residential development a reasonable degree of safety above any expected flooding. No filling or occupation below the freeboard line will be allowed without prior written approval from the Michigan Department of Environmental Quality.
2. If North Park is ever re-platted for residential use, all residential buildings must be constructed above and landward of the freeboard line. There will be no openings into the basement below the elevation of the freeboard line.
3. These restrictions are to be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended without approval of the DEQ.

IN WITNESS WHEREOF, the undersigned, have caused these presents to be executed on the 10th day of March, 2004

HIGHLAND 43 VENTURE

By: Michael P. Foley
MICHAEL P. FOLEY,
PRESIDENT
FOLEY LAND CORP.
PARTNER

By: Donald G. Van Every
DONALD G. VAN EVERY
PRESIDENT
STREAMWOOD DEV. CO.
INC. II
PARTNER

STATE OF MICHIGAN

ss

COUNTY OF OAKLAND

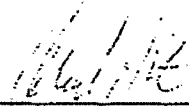
On this 10th day of March, 2004 before me personally appeared Michael P. Foley, President, Foley Land Corp. and Donald G. Van Every, President, Streamwood Development Co. Inc. II who, being by me duly sworn did say that they are the partners of Highland 43 Venture Venture, a Michigan Co-Partnership, on behalf of the Co-Partnership.

My Commission expires:
April 19, 2006

JUDITH A. FOLEY
JUDITH A. FOLEY, Notary Public
Oakland County, Michigan

IN WITNESS WHEREOF, the undersigned, have caused these presents to be executed on this 10th day of March, 2004

NATIONAL CITY BANK
OF MICHIGAN/ILLINOIS
1001 SOUTH WORTH
BIRMINGHAM, MI 48009

By: 

CHAD MINTON
ASSISTANT VICE-PRESIDENT

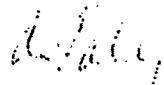
STATE OF MICHIGAN

SS.

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 10th day of March, 2004 by Chad Minton, Assistant Vice-President of National City Bank of Michigan/Illinois, a Michigan Banking Corporation, on behalf of the Corporation.

My Commission expires:
April 19, 2006



JUDITH A. FOLEY, Notary Public
Oakland County, Michigan

Drafted By and Return To: MICHAEL P. FOLEY
612 W. University Dr. Ste. 201
Rochester, Michigan 48307

63-512468

(Schedule A continued)

Policy Number: 7210622-26367
 Owners

Policy Number: _____
 Loan

LEGAL DESCRIPTION:

PROPOSED SOUTH HIGHLAND MEADOW SUBDIVISION:

Part of the southwest quarter of section 17, town 3 north, range 7 east, Highland Township, Oakland County, Michigan being described as: Beginning on the west line of section 17, north 00 degrees 30 minutes 54 seconds east 193.60 feet from the southwest corner of section 17, said point being on the centerline of Hickory Ridge Road; thence continuing north 00 degrees 30 minutes 54 seconds east 520.00 feet along the west line of section 17 and the centerline of Hickory Ridge Road; thence south 89 degrees 29 minutes 06 seconds east 300.00 feet; thence north 00 degrees 30 minutes 54 seconds east 435.60 feet; thence north 89 degrees 29 minutes 06 seconds west 300.00 feet to the west line of section 17 and the centerline of Hickory Ridge Road; thence north 00 degrees 30 minutes 54 seconds east 176.71 feet along the west line of section 17 and the centerline of Hickory Ridge Road; thence north 89 degrees 50 minutes 58 seconds east 1587.98 feet; thence south 00 degrees 00 minutes 09 seconds east 1317.67 feet to the south line of section 17 and the centerline of Wardlow Road; thence south 89 degrees 33 minutes 27 seconds west 485.00 feet along the south line of section 17 and the centerline of Wardlow Road; thence north 01 degree 55 minutes 54 seconds east 193.74 feet; thence south 89 degrees 33 minutes 27 seconds west 1119.79 feet to the point of beginning. Comprising 26 lots, numbered 1 through 26, inclusive and two parks "North" and "South" (Private) and four Greenbelt "A", "B", "C" and "D" (Private)

Tax Parcel No. 11-17-300-036