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Pamela K. Berglund, Tippecanoe County Recorder

DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS
OF
SKYLINE RIDGE PLANNED DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by Hillside development, L.L.C., an Indiana Limited Liability Company, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain real estate described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

NOW THEREFORE, Declarant hereby declares that all of the Properties as described in Exhibit A 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 Skyline Ridge Homeowner's Association, Inc., its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "By-Laws" shall mean the By-Laws of the Association.

Section 4. "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 5. "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.

Section 6. "Common Area" shall mean all real property owned by the Association, all of which is to be held 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 consists of the street and other areas shown on the recorded Final Detailed Plans of Skyline Ridge Planned Development (the "Plans") which are not designated as numbered Lots.

Section 7. "Lot" shall mean and refer to any plot of land shown and designated as a numbered lot on the Plans, with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to Hillside Development Company, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Property Rights

Section 1. General Description of Property Rights. Every Owner of a Lot within the Properties will obtain fee simple ownership of said Lot and of the improvements constructed thereon. The centerline of the party wall between any adjoining family structure, extended to the rear to the perimeter of the Lot, will serve as the lot line dividing each of the adjoining Lots. All structures must be constructed within the areas shown on the Plans. Prior to the initial conveyance of a Lot, an Amended Detailed Plan shall be recorded showing the location of such centerline and the final dimensions of each Lot.

Section 2. Owner's Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area, including the right of access over any facility intended for use as a street, 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 dedicate or transfer all or 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 the eligible voting members agreeing to such dedication or transfer together with an acceptance thereof by the public agency, authority or utility has been recorded. Provided, however, that acceptance of the street rights-of-way and their improvements by the public for maintenance shall not occur unless said improvement has been constructed, reconstructed and

repaired or replaced to the standards of the accepting body in effect at the time of dedication and acceptance. The accepting body shall not be responsible for any costs incurred in said construction, reconstruction, repair or replacement.

(b) the right of the Association, In accordance with its Articles of Incorporation and By-laws, to borrow for the purpose of improving the Common Area.

(c) the right of the Association, through its Board of Directors, to determine the manner of use of the Common Area by the members.

Section 3. 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.

Section 4. Party Walls. Each common wall built as part of any building In the Properties shall constitute a party wall and, to the extent not inconsistent with this Declaration, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of maintaining each party wall shall be borne equally by the Owners on each side thereof. If any party wall shall be damaged or destroyed, any Owner who made use thereof shall have the right to repair or rebuild said party wall, and each Owner who made use thereof shall have the right to full use of the party wall so rebuilt or repaired. The cost of such repairs or reconstruction shall be borne equally by all Owners who made use thereof, except that if any Owner's willful act or negligence caused such damage or destruction, that Owner shall bear the entire cost of repair or reconstruction. No Owner shall alter or change any party wall in any manner, interior decoration excepted, and each Owner shall have a perpetual easement in that part of the Lot of the other on which the party wall is located, for party wall purposes.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association, provided, however, that the Declarant shall be a member of the Association with respect to each Lot owned by the Declarant regardless whether such Lot is subject to assessment. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Every Owner of a Lot shall also be a member of the Saw Mill Run Owner's Association, Inc. and by these Declaration of

Covenants, all covenants, conditions and restrictions not in conflict herewith of Saw Mill Run Owner's Association, Inc. are adopted herein*

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

Class A: Class A member shall be all Owners of Lots, as those terms are defined In Article I, Sections 4 and 7 of the Declaration, except the Declarant. Ownership of a Lot In the Property shall be the sole qualification for Class A membership. When more than one person holds an Interest in any Lot, all such persons shall be members, provided, however, that the one vote for such Lot shall

be exercised as provided In Section 3 below.

Class B: class B members shall be Declarant, as that term is defined in the Declaration, and its successors and assigns. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest (a) When the total votes outstanding In Class A membership equal the total votes outstanding in Class B membership, or

(b) on July 1, 2000.

Section 3. Voting Rights of Classes. Class A members shall be entitled to cast one vote per Lot on all matters submitted to a vote of the membership. When more than one person is an owner of a Lot, all such persons shall be members, but their total vote shall not exceed one per Lot owned, and such vote shall be cast as one unit In such manner as the majority of the owners of such Lot may agree. In the event such owners fail to reach agreement, they shall not be entitled to vote and shall be considered as abstaining. In the event some of such owners do not attend the meeting, in person or by proxy, those owners who are In attendance, in person or by proxy, for purposes of determining the manner in which their vote shall be cast, shall be considered as the sole owners of the Lot.

The Class B members shall be entitled to cast three votes for each Lot they own on all matters submitted to a vote of the membership.

The Board of Directors may suspend the voting rights of a member during any period in which such member shall be in default in payment of any annual or special assessment levied by the Association.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot, by acceptance of a deed therefor, 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.

Notwithstanding any provision herein to the contrary, no assessments shall be payable to the Association with respect to any Lot within the Properties so long as such Lot is owned by the Declarant and has not been conveyed to any other Owner.

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 costs and expenses incident to operation of the Association, including without limitation lawn mowing and grounds care for all the portions of the Properties requiring same, snow removal for the Common Area, driveways and sidewalks, maintenance, repair and replacement of improvements on the Common Area, and for payment of other Common Expenses as defined in the By-Laws.

Section 3. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate based upon the aforementioned membership and voting proportions, as set forth in Article III.

Section 4. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence on the first day of the month after completion of the improvements on the Properties and 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 or voting unit 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 (monthly, quarterly, semi- annually or annually), and, unless otherwise provided, the Association shall collect annually from

the Owner of each Lot the annual assessment for such Lot. The Association shall, upon demand, and for reasonable charges, furnish a certificate signed by an officer of the Association setting forth whether the assessments' on a specified Lot or voting unit have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment 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 area, including fixtures and personal property related thereto, and including debt service on a loan obtained for such purposes, 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 6. Effect of Non-Pavement 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 eight percent (8%) 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. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgage. 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 effect 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 8. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and the Common Area shall be exempt from the assessment created herein.

ARTICLE V

Architectural Control

Section 1. Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any 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 by the Area Plan Commission as a Planned Unit Development, or by an Architectural Committee of the Association composed of three or more members appointed by the Board of Directors of the Association.

(a) Such plans shall include the detailed landscaping plan. The fitting of the structure to the site shall be designed so as to effect the least amount of ecological damage. Natural landscaping should be preserved wherever possible. All trees to be removed must be specifically identified in the plan. When the grade around a tree must be raised, a drywell shall be constructed for the tree to prevent the damage that would normally occur when filling around a tree. Tile drainage systems may also be incorporated to further aerate the covered roots. Retaining walls may be used to protect the roots of an established tree when a cut and grade is required. When an underground utility must run near a large tree, it may be necessary to tunnel directly under the trunk of the tree deep enough so as to avoid the majority of the roots near the surface. The plan must include specifications binding upon the contractor which provide for protection of all remaining trees during construction. Protective fences at the drip line of the tree shall be constructed around all trees in the immediate area where heavy equipment will be used. An alternative method is to construct a triangular fence next to the trunk or placing planks around the trunk, wiring them firmly in place.

(b) Surface water runoff and erosion control plan shall also be detailed. Such plan shall incorporate not only what controls will be implemented during the construction, but will also detail the permanent plans for surface water runoff and erosion control after construction. The construction plans shall include a provision that (1) mulching shall be applied as needed on all disturbed areas with slopes that exceed four percent (4%), such need being determined by the ground conditions, climatic conditions and time of year, and (2) the contractor shall be responsible for maintenance of all mulching, seeding, tacking and ground cover until such time as adequate cover has been established.

(c) Mail box placement and design shall be included. Section 2. Compliance with Approved Plan. Owners and their

Contractors shall comply with the approved plans. Compliance with the approved plans may be enforced by the Association or its Board through remedies provided for in the Declaration. Both the Board or its representative and the City Engineer shall have the right of inspection during all construction phases. The Owner or Contractor shall provide the City Engineer of Lafayette or its representative with written notice as follows:

- (a) twenty four (24) hour advance notice of commencement of construction,
- (b) Upon completion of construction of foundation.
- (c) after final grading and prior to implementation of the final landscaping plan.

The Owner shall be legally responsible for any on-site or off-site damages both during and after construction as a result of improper soil conservation techniques which are not in compliance with the Owner's approved plans.

ARTICLE VI

Water and Sewage Requirements For Separate Ownership

Each individual unit must be separately attached and metered for water and sewer and any other utility service.

ARTICLE VII

Use Restrictions

Section 1. All numbered Lots shall be known and described as Residential Lots. Except as hereinafter provided, no structure shall be erected or placed on any Residential Lot other than one single-family dwelling and an attached private garage for one or two vehicles. The ground floor living area of a one-story dwelling house shall be not less than 1400 square feet and the total living area of a dwelling house with an exposed finished basement shall be not less than 1800 square feet, with the main floor area of not less than 1400 square feet, exclusive, in all cases, of porches, decks, patios, garages and similar areas not regarded as living areas. The Common Area may be used for access, as shown on the Plans, and recreational purposes and for such other purposes as may be determined by the Board of Directors. The Association shall be responsible for maintenance and care of the Common Area.

Section 2. All residential buildings shall be located within the areas shown on the Plans. Residential buildings shall be

maintained by the Lot owners in a clean, sightly and well-kept condition.

Section 3. No noxious or offensive trade or activity shall be carried on upon any of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of view of other Lots and the street.

Section 4. No garage or other outbuilding, no shack or other temporary structure, no trailer, no tent and no basement (other than a basement which is part of a completed dwelling house) shall be either used permanently or temporarily as a residence.

Section 5. Easements for installation and maintenance of utilities and facilities are reserved as shown on the Plans. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in these easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Except for management of the affairs of the Association, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on the Properties; provided, however, this restriction shall not be construed to prevent an Owner from (a) maintaining his professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therein. Such uses are expressly declared customarily Incident to the principal residential use and not in violation of any restriction under this Section.

Section 7. All driveways shall be of concrete or blacktop construction and shall be built no later than thirty (30) days after a new dwelling is occupied, weather permitting.

Section 8. No permanent outside clothesline shall be erected, placed or allowed to remain on the Properties.

Section 9. No signs of any kind shall be displayed to the public view upon any Lot other than one sign of not more than five (5) square feet advertising the property for sale or rent.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they do not become an unreasonable annoyance or a nuisance to other residents.

Section 11. No truck of any kind that requires a "truck license", no boat or trailer and no unlicensed vehicle shall be parked or permitted to remain on any street or Lot unless the same is enclosed by a garage and not exposed to view. Trucks making deliveries or present in connection with service, repair or construction within the Properties are excepted. Other vehicles of any kind except conventional passenger cars shall not be parked or permitted to remain on any street or Lot for a period in excess of forty-eight (48) hours unless enclosed by a garage and not exposed to view. Conventional passenger cars may be parked on streets for periods no longer than twenty-four (24) hours and in private driveways for unlimited periods of time. The purpose of this restriction is to preserve the overall appearance and integrity of the neighborhood and to eliminate on-street parking wherever possible. The parking restrictions set forth in this Section 11 may be altered, amended or supplemented by the Board of directors, provided that all such alterations, amendments and supplements shall be designed to achieve the purposes set forth in the preceding sentence.

Section 12. Except with the prior written approval of the Association's Board of Directors, no exterior television or radio antenna or satellite dish or ground station of any sort shall be placed, allowed or maintained on the Properties.

Section 13. All fuel tanks shall be buried in the ground and installation and maintenance thereof shall comply with all applicable safety regulations.

Section 14. No Owner shall build, plant or maintain any fence, hedge, shrub, tree, structure, or any other matter or thing upon, in, over or under the Properties without the prior written permission of the Board of Directors, nor shall any Owner have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any residential building constructed on the Properties without the prior written permission of the Board of Directors.

Section 15. Each Owner shall promptly furnish, perform and be responsible for, at such Owner's expense, the repair, maintenance and replacement of all exterior walls, all roofs, doors, windows, plumbing fixtures and systems, heating and air conditioning systems, electrical systems, appliances and all interior decoration of such Owner's residence; provided,

however, that the Association, its agents and employees may effect emergency or other necessary repairs which the Owner has failed to perform and charge the cost of same to the Owner(s) involved.

Section 16. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common area. Copies of rules and regulations shall be furnished by the Board to the Owners prior to the time when they shall be effective.

Section 17. Nothing contained in this Article VII shall be construed or Interpreted to restrict the activities of Declarant in connection with the development of the Properties and sale of Lots. During the development period. Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities upon any portion of the Properties at any time owned or leased by Declarant as in the sole opinion of Declarant may be reasonably required or convenient or incidental to the development of the Properties and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Article VIII

Insurance

The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, and all Owners against liability for the development, occupation or use of the Common Area by any person.

ARTICLE IX

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. The Association or other enforcing party shall be

entitled to recovery of Its costs and expenses of enforcement. Including attorneys* fees, in any such enforcement action, provided that the Association or other enforcing party prevails in such action. Failure by the Association or by 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 shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. 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 automatically be 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 eighty-five percent (85%) of the Owners, and thereafter by an Instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Recorder's Office of Tippecanoe County, Indiana. However, there shall be no amendment to these Covenants, Restrictions and Conditions without prior approval of the Area Plan Commission of Tippecanoe County and the Lafayette City Council through the planned development rezoning process, which includes the possibility of consideration as a minor modification by the Administrative Officer of the City of Lafayette.

IN WITNESS WHEREOF, Hillside Development, L.L.C., being the Declarant herein, and being the owner of all Lots, has caused this Declaration of Covenants, Conditions and Restrictions to be executed this 18th day of September 1998.

HILLSIDE DEVELOPMENT L.L.C.

By: Edward Chosnek, Member

STATE OF INDIANA)) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Edward Chosnek, Member of Hillside Development, L.L.C. who represented that he had full authority to execute the foregoing Declaration and who acknowledged the execution of the same and stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 18th day of September 1998.

My commission Expires January 2, 2001

Melanie K. Gardiner
NOTARY PUBLIC

County of Residence:
Tippecanoe

This Instrument was prepared by Edward Chosnek, Attorney at Law, P.O. Box 708, Lafayette, Indiana 47902, (765) 742-9081.

EXHIBIT "A" TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
SKYLINE RIDGE PLANNED DEVELOPMENT

A part of the northwest quarter of Section 32, Township 23 North, Range 4 West, City of Lafayette, Tippecanoe County, Indiana, more completely described as follows, to-wit:

Commencing at the Northeast corner of Lot 4 of J, L. Reynolds Outlets as recorded in Deed Record 40, Page 309, in the Office of the Tippecanoe County Recorder; thence along the East line of said Outlet 4, and the West line of the Morinsky Subdivision, as recorded in Plat Book 7, Page 19 in the Office of the, Recorder, South a distance of 330.00 feet (per deed) to an iron pin marking the Southwest corner of said Morinsky Subdivision, said point being the POINT OF BEGINNING of the herein described tract; thence along the South line of said Morinsky Subdivision North 88°35'27" East, a distance of 866.30 feet to a 3/4" rebar with an aluminum cap stamped 'Vester & Assoc.-, hereinafter referred to as a capped rebar; thence South 12°09'10" West, a distance of 103.37 feet to a capped rebar; thence South 29°40'41" West, a distance of 159.66 feet to a capped rebar; thence South 17°30'15" West, a distance of 248.56 feet to a capped rebar; thence South 32°31'33" East, a distance of 118.51 feet to a capped rebar; thence South 06°01'26" West, a distance of 103.95 feet to a capped rebar; thence South 56°06'58" West, a distance of 136.42 feet; thence South 07°22'44" West, a distance of 97.88 feet; thence South 32°48'22" West, a distance of 127.52 feet; thence South 65°29'02" West, a distance of 114.67 feet; thence South 54°06'43" West, a distance of 21.07 feet; thence South 21°24'47" West, a distance of 32.03 feet to a point on the northerly line of Saw Mill Road; thence Northwesterly along a curve to the left (said curve having a radius of 235.00 feet, a chord length of 122.36 feet), an arc distance of 123.44 feet to a capped rebar; thence North 12°46'59" East, a distance of 56.92 feet to a capped rebar; thence Northwesterly along a tangent curve to the left (said curve having a radius of 100.47 feet, a chord length of 109.51 feet, and a chord bearing of North 20°14'26" West) an arc distance of 115.82 feet to a capped rebar; thence North 53°15'56" West, a distance of 135.73 feet to a capped rebar; thence Northwesterly along a tangent curve to the right (said curve having a radius of 39.00 feet, a chord length of 5.17 feet, and a chord bearing North 49°27'56" West) an arc distance of 5.17 feet to a capped rebar; thence North 43° 08'38" East a distance of 92.39 feet to a capped rebar; thence North 16°46'24" West, a distance of 404.04 feet to a capped rebar; thence North 57°21'34" West, a distance of 181.69 feet to a capped rebar; thence North 63°26'06" West, a distance of 279.51 feet to a capped rebar; thence North 00°42'30" West, a distance of 28.94 feet to a capped rebar; thence along the extension of the South line of said Morinsky Subdivision North 88°35'27" East, a distance of 285.03 feet to the POINT OF BEGINNING, containing 13.139 acres, more or less.