



FOREST CREEK

HOMEOWNERS ASSOCIATION · TROY, MICHIGAN

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT Agreement executed this 21st day of March, 1988, among FOREST CREEK ASSOCIATES, INC., a Michigan Corporation, as assignee in interest of LAKESHORE DEVELOPMENT COMPANY, a Michigan Co-Partnership, hereinafter called "Development Company", and FIRST OF AMERICA - WAYNE OAKLAND, a Michigan Banking Corporation, hereinafter called "Bank."

WHEREAS, Development Company is owner of the entire FOREST CREEK SUBDIVISION NO. 3, a subdivision of part of the Northwest 1/4 of Section 5, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, as more fully described in the metes and bounds LEGAL DESCRIPTION attached hereto as Exhibit "I" and made a part hereof.

WHEREAS, Bank holds a real estate mortgage against the land which comprise such subdivision plat.

WHEREAS, Development Company desires to subject all of the lots in said Subdivision to certain land and building restrictions as hereinafter set forth so that said Subdivision will develop into a solely residential community of the highest quality.

NOW, THEREFORE, the following covenants, conditions, restrictions, easements, reservations, powers, obligations agreements are hereby imposed on all lots in the Subdivision upon the present and future owners and occupants of said lots shall constitute a general plan of restrictions.

Land Use and Building Type

Section 1. No lot in the Subdivision shall be used for anything but one-detached, single-family, private, residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one-detached, single-family, private residence and a private garage for use by the owner or occupant of such residence.

Architectural Control

Section 2. No building, wall, fence or other structure shall be erected, placed or altered on any lot until detailed construction plans and specifications and a plot plan showing the location, shape, height, materials, color-scheme, surface drainage, grade elevation and approximate cost of the residence structure and garage have been submitted and approved by the Architectural Control Committee (excepting therefrom alterations in no way affecting the exterior portion of the structure) as to the quality of workmanship and materials, harmony of exterior design with the surrounding area and the effect of the proposed structure or structures on the adjacent or neighboring property, including, without limitations, the outlook or view from such adjacent or neighboring property, and as to location with respect to topography and finish grade; it being expressly agreed and understood that the purpose of this section is to cause the Subdivision to develop into a beautiful, harmonious, private, residential area, and that the Architectural Control Committee will not be arbitrary in its decisions.

Architectural Control Committee

Section 3.

(a) No building, wall, fence or other structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan, showing the location of such building, walls, fences or other structure have been approved in writing by the Architectural Control Committee, hereinafter called "Committee", composed of JOEL A. GARRETT. The Committee may appoint a designated representative to act for it. In case of death, incapacity or resignation of any member of the Committee, the Development Company shall have full authority to appoint a successor. Any plans, specifications or plot plan submitted to the Architectural Control Committee for review and approval shall be accompanied by a review fee of \$50.00 to cover the costs of such review. At any time, in its sole discretion, the Committee may assign and transfer its functions, duties, powers and obligations to a duly incorporated Subdivision Association contemplated by these restrictions and such assignment shall entirely relieve the Committee from its functions, duties, powers and obligations under this Restrictive Covenant Agreement.

(b) The plans and specifications submitted to the Committee shall be prepared by an architect and blueprinted copies shall be submitted in triplicate. One set shall be kept by the Committee, one set shall be provided to the City of Troy to be kept with applications for building permits and one set shall be returned to the applicant.

(c) No approved plans or specifications shall be altered and used without the written consent of the Committee. Application for such consent shall be submitted in the same manner as new plans and specifications.

(d) The approval or disapproval of the Committee shall be given in writing as soon as may be reasonably possible. In the event the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after submission to it (or, in any event, if no suit to enjoin construction has been commenced prior to completion thereof), and provided that the \$50.00 review fee has been paid for each separate submission, approval will not be required and the related covenants shall be deemed to have been complied with, provided said plans and specifications on their face are in accordance with this Restrictive Covenant Agreement.

(e) Approval of all plans and specifications shall be automatically rescinded by the Committee, unless construction in accordance with such plans shall have been commenced within six (6) months from the date of such approval.

Residence Structures

Section 4.

(a) No residence structure shall be erected, placed or altered on any lot unless such structure is a detached single-family, private residence not exceeding two and one-half (2 1/2) stories in height at its highest point; provided, that this shall not prevent the structure from giving the appearance of being three (3) stories in height from the rear property line, if such third story is an exposed basement level at the rear only, and if such basement level is otherwise in accordance with this Restrictive Covenant Agreement.

(b) No residence structure shall be erected, placed, altered or permitted to remain unless such structure shall have a minimum square foot area (as defined in Section 4 (c) below, as follows:

- (1) Ranch or one-story homes shall have a livable square foot area of not less than 1,600 square feet.
- (2) One and one-half story homes shall have a livable square foot area of not less than 2,000 square feet.
- (3) Two-story homes shall have a livable square foot area of not less than 2,000 square feet.
- (4) Tri-level homes shall have a livable floor area of not less than 2,000 square feet on the three levels.

(c) "Square foot area" shall be computed as including only the floor or level area within the exterior walls of house proper, including the bay windows, if same reach to the floor. Garages, open or unheated porches and breezeways shall not be included in computing square foot area.

(d) Exterior walls of all residence structures, garages and breezeways shall be constructed only of stone, brick, cedar, redwood, white pine, cypress, aluminum siding, vertical tongue and grooved siding, cedar shakes of such other exterior material as may be approved by the Committee.

(e) No outbuilding or temporary structures of any nature, including, without limitation, trailers, tents, shacks, garages or barns shall be constructed or placed upon said premises prior to commencement of construction of the single-family residence structure, nor shall the same be used as a residence or dwelling at any time on any lot. No trailer, boat or mobile home shall be stored or placed upon any lot unless completely enclosed in the garage or residence structure. No outbuilding or temporary structure of any nature shall be erected or placed upon any lot.

Garages and Breezeways

Section 5.

- (a) No single family, private residence shall be constructed without a garage. All garages shall be built to accommodate no more than three (3) automobiles.
- (b) All garages must be integral with the residence structure or connected thereto by a breezeway and must conform with the overall architectural lines of the residence structure.

Miscellaneous Provisions

Section 6.

- (a) Landscaping. Basic landscaping, including finish grading and seeding or sodding, must be completed within nine (9) months after date of occupancy.
- (b) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained or stored thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) Driveways. All driveways shall be constructed of concrete or bituminous asphalt from curb to garage entrance.
- (d) Easements. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the plat, whether presently or hereafter recorded, or other easements of record with full right and authority to the public utility having such easement to enter upon said premises at all times for the purpose of constructing, repairing, maintaining or reconstructing lines, pipes, poles, sewers and other equipment, or to trim or cut down any trees or shrubs which may at any time interfere with or threaten to interfere with the operation of the utilities and equipment. No permanent structure shall be built within such easements, except permissible fences.
- (e) Storm Water Retention. A certain area described in the Plat of Forest Creek Subdivision No. 2 as Forest Creek Lake Park (a Private Park), a sketch of which area is depicted in the drawing described as Storm Water Retention Area attached hereto as Exhibit "2", shall be utilized for storm water retention. The Development Company during all times prior to the formation of the Subdivision Association as set forth in Section 9, shall be responsible for the maintenance of and expenses related to the storm water retention area. The storm water retention area, as shown in Exhibit "2" shall be defined as the entire area of said Forest Creek Lake Park (a Private Park) irrespective of whether or not the border of the area so described abuts lots specifically located within the subject Subdivision. The provisions hereof shall be subject to all of the rights and obligations set forth in Section 7 hereof pertaining to the Development Company, any lot owners, and any Subdivision associations established from the lands of the Development Company, or its predecessors or successors in interest, located in Section 5 City of Troy, Oakland County, Michigan.
- (f) Livestock. No chickens or other fowl or livestock shall be kept or harbored on any lots.
- (g) Signs. No poster, billboard or other advertising shall be erected or displayed on any lot or lots in the Subdivision other than those displayed by the Development Company or its agents or employees in the sale of lots in the Subdivision; provided, that an ordinary "For Sale" sign not larger than six (6) square feet, and the top of which shall not be more than four (4) feet from the ground may be displayed by the owner of any lot. The Development Company or its agents or employees may maintain a sales office on any unsold lot.
- (h) Fences. No fences shall be permitted except as required by the Troy City Code and those fences erected by Developer for aesthetic purposes. This restriction shall not prohibit the planting of natural hedges and other green barriers on any lot.
- (i) Completion of Construction. The erection or alteration of any building, wall, fence or structure authorized by the Committee, or the rebuilding or repair of any such structure or other improvement damaged by fire or other casualty shall be completed as rapidly as possible. Should the owner leave any such building, wall, fence or other structure in an incomplete condition for more than ten (10) months from commencement of such construction, delays beyond the control of the owner excepted, the Development Company, or the Committee, is authorized and empowered, in its sole discretion, to tear down and clear from the premises the uncompleted portion of such improvement, or to complete the same at its discretion, and in such event the expenses incurred shall be charged against the owner of the lot and shall become a lien upon the lot, with interest thereon at the highest lawful rate until

paid; provided, that the Development Company, or the Committee, must give the record owner of the lot thirty (30) days written notice by mail at his last known address of its intention to complete or tear down such structure.

Recreation Use and Privileges

Section 7.

(a) The residents of this Subdivision and their invited guests may have access to that certain lake park/storm water retention facility described in the Plat of Forest Creek Subdivision No. 2, as Forest Creek Lake Park (a Private Park), a sketch of which area is depicted in Exhibit "2" attached hereto in this Subdivision or to and from any other subdivision or subdivisions which may hereafter be created by the Development Company from any of its properties located in said Section 5, City of Troy, Oakland County, Michigan, which right of access has also been expressly reserved to this lake park/storm water retention facility depicted in Exhibit "2" to all other properties owned by Lakeshore Development Company, its successors or assigns, in Section 5, City of Troy, Oakland County, Michigan, as more fully set forth in a Restrictive Covenant Agreement dated April 24, 1979, and recorded in Liber 7743, Page 360, Oakland County Records, to which Agreement reference is hereby made for such rights and obligations relating to the lake park/storm water retention facility depicted in Exhibit "2." Such access to lake parks/storm water retention facilities in this Subdivision or other subdivisions formed from the property of the Development Company in said Section 5 shall be only through those lots or easements or access areas which are specifically designated in writing by the Development Company in any such subdivision restrictions, recorded plats or other recorded instrument as being reserved for lake park or recreational purposes, and the Development Company shall not be required to grant access to lakes in this or other subdivisions, but may do so in its sole and exclusive discretion. The owners of lots in such other subdivisions as have been previously or are hereafter created by the Development Company from its property in Section 5, shall have reciprocal rights of access to any lots or easements or access areas in this Subdivision which are hereby or may hereafter be set aside for lake park or recreational purposes, but only if the Development Company elects in its sole and exclusive discretion to grant separately in writing such access to lots or easements or access areas in this Subdivision. Any lots specifically designated by the Development Company as areas for lake park or recreational purposes may have constructed upon such lot or lots a fence and tool or storage sheds; provided, that any such fence or tool sheds shall require prior approval of the plans and specifications by the Architectural Control Committee, its successors or assigns. Such lake park or recreational areas shall be under the general direction and control of the Development Company until such time as it shall turn over and assign its rights, powers and obligations under this Restrictive Covenant Agreement to the Subdivision Association to be formed as more fully set forth herein. The use of any recreational areas established by the Development Company shall be subject to the following rules and prohibitions in the nature of easements granted as an appurtenance to all lots in this and other subdivisions established by the Development Company in Section 5:

- (1) To permit fishing at all reasonable times on the lakes.
- (2) There shall be no motor powered craft of any type permitted on the lakes; canoes, sailboats and other small craft, not to exceed fourteen (14) feet in length, will be permitted. There shall be no docks, boathouses or swimming rafts of any type anchored on the lakes or constructed on any lot in this Subdivision. There shall be no channels cut or any alteration of existing shore line other than that performed by the Development Company in completing the development of this Subdivision. All shore lines must be seeded or sodded to prevent erosion of banks. There shall be no pumping of water for any use from the lakes and no discharge of any waste or other substance into said lakes. No boats, canoes, rafts or other floating conveyances shall be kept or maintained for the purpose of hire on the lakes.
- (3) No picnicking, cooking or grilling shall be permitted on any of the lots designated for recreational use.
- (4) The Development Company, its successors and assigns, including, without limitation, the Subdivision Association, may adopt such other reasonable uses and restrictions regarding the recreational lots, lake park, easements or access areas as it or they may from time to time deem to be necessary in the interests of a high-quality residential community.

(b) The rights and obligations of the Development Company and the Subdivision Association to be established pursuant to Section 9 of this Agreement, are in addition to, concurrent with, and not exclusive of those rights and obligations of Lakeshore Development Company and this Subdivision Association or any other Subdivision Associations established under the Restrictive Covenant Agreement dated April 24, 1979, and recorded in Liber 7743, Page 360, Oakland County Records, or dated July 2, 1986, and recorded in Liber 9599, Page 416, Oakland County Records, which rights and obligations shall be carried out by the Development Company and any Subdivision Association established pursuant to Section 9, in conjunction with the Subdivision Associations established in Forest Creek Subdivisions No. 1 and No. 2, and whether or not the Subdivision Associations established in Forest Creek Subdivisions No. 1, No. 2 and No. 3, and any later subdivision associations established from lands of the Development Company from its lands in Section 5, may be combined or merged.

Maintenance Cost and Charges

Section 8.

(a) All of the lots in the Subdivision shall be subject to an annual maintenance charge commencing January 1, 1989, for the purpose of creating a fund to be known as the Maintenance Fund. The "annual maintenance charge" for each year shall be determined each year by the Development Company, its successors, or assigns; provided, that in no event shall such annual maintenance charge exceed \$40.00 per lot in the calendar year 1989, nor shall such annual charge increase more than five percent (5%) in each succeeding year that this Restrictive Covenant Agreement is in effect. Such annual maintenance charge shall be mailed to the lot owner at his last known address and shall be paid annually in advance on the first day of April in each year. Such annual maintenance charge may be adjusted upward or downward from year to year as the needs of the Subdivision may require within the limitations set forth above. Such annual maintenance charge shall be binding upon all of said lots and the owners thereof. It is expressly understood and agreed that at such time as the Subdivision Association undertakes the administration and enforcement of this Agreement in accordance with Section 9 hereof, entitled "Formation of Subdivision Association", that it shall establish the annual maintenance charge, subject to the limitations in this Section 8, and the Articles of Incorporation and By-Laws of the Subdivision Association as amended from time to time.

(b) The Development Company, its successors and assigns, agree to apply the total amount arising from said annual maintenance charge to the payment of any maintenance expenses incurred" for such of the following purposes as the Development Company shall determine to be necessary and advisable for maintaining, landscaping and otherwise improving all lots designated or made available by the Development Company for use by the lot owners for lake park, recreational purposes, the entrance gates, the street islands and gardens, and the waters of any lakes in the Subdivision, including all areas and equipment installed to provide for the storm water retention facilities of the Subdivision as depicted in Exhibit "2" attached hereto. It is understood that the Development Company, its successors or assigns, may reimburse itself from the Maintenance Fund for any money advanced by it to said Maintenance Fund and used for any of the purposes herein stated.

(c) It is expressly understood and agreed that the Maintenance Fund, including, without limitation, any expenses incurred in removing or completing any building in accordance with this Restrictive Covenant Agreement, shall be a lien and encumbrance on the lot in the Subdivision with respect to which such annual maintenance charges are made, which annual maintenance charges shall run with the land, and it is expressly agreed that the owner of any lots in the Subdivision, their heirs, successors or assigns shall be held to have covenanted and agreed to pay all annual maintenance charges provided for herein which were then due and unpaid at the time of acquiring title and all annual maintenance charges thereafter falling due during ownership of said lot or lots. The Development Company shall advise any owner in writing upon reasonable request regarding the liability of said owner for any annual maintenance charges.

Formation of Subdivision Association

Section 9. At such time as two-thirds (2/3) of the lots in said Subdivision have been sold by the Development Company, it shall notify the owners of the lots therein by regular mail, to their last known addresses, of its desire to be relieved from the administration, in whole or in part, of the covenants, terms and conditions contained in this Restrictive Covenant Agreement and such lot owners shall thereupon become members of the Subdivision Association heretofore established to administer the Restrictive Covenant Agreement dated April 24, 1979, and recorded in Liber 7743, Page 360, Oakland County Records, relating to Forest Creek Subdivision No. 1, and the Restrictive Covenant Agreement dated July 2, 1936, and recorded in Liber 9599, Page 416, Oakland County Records, and which Subdivision Association shall assume all of the rights, powers, duties and obligations hereby reserved or given to the Development Company. If, for any reason, the lot owners of Forest Creek Subdivision No. 1 and No. 2 shall fail or refuse to permit the lot owners of this Subdivision to join in and become full voting members of the existing Subdivision Association within six (6) months of receipt of such notice, the Development Company shall form, appoint and constitute an association of all of the lot owners to exercise such rights and duties. Each and every lot owner shall automatically become a member of the Subdivision Association through ownership of a lot in their Subdivision. No later than three (3) months after joining such existing Subdivision Association, or establishment of a new Subdivision Association by the Development Company for the reasons herein stated, the Development Company shall be entirely relieved from any and all obligations and duties under this Restrictive Covenant Agreement, except that it shall be obligated to properly assign said rights, powers, duties and obligations to the Subdivision Association when requested to do so. The Subdivision Association, whether presently existing or hereafter established for the reasons herein stated, shall combine or merge with any other subdivision associations which may presently exist or which may hereafter be formed by owners of lots in any subdivision which has been or may be hereafter created by the Development Company from any of its property in Section 5 of the City of Troy, Oakland County, Michigan, and the resultant association shall be

assigned all of the rights t powers, duties and obligations hereby given to any Subdivision Association of the lot owners of this Subdivision.

General Provisions

Section 10.

(a) Covenants Running with the Land. These covenants shall run with the land and shall constitute an easement and servitude upon all of the lots and every part thereof and shall inure to the benefit of and be binding upon and enforceable by and against all purchasers and subsequent grantees, their heirs, representatives, successors and assigns, for a period of thirty (30) years from and after the date of recording of this Restrictive Covenant Agreement, after which date, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of record of two-thirds (2/3) of all of the lots in the Subdivision has been recorded, changing, modifying or releasing said Restrictive Covenant Agreement in whole or in part.

(b) Power to Enforce Restrictive Covenant Agreement. By acceptance of title to any lot or lots in this Subdivision, the owner shall vest in the Development Company, its agents, employees, successors or assigns, the right and power in its own name, or in the name of the owner or owners of any of the lots in the Subdivision, to take and prosecute all suits or actions which it may deem necessary or advisable to enforce and carry out any of the restrictions herein contained, and to collect any of the charges herein provided for, including, without limitation, the right to enter upon the lands on which such violation or breach exists and summarily to abate or remove, at the expense of the owner thereof, any violation of this Restrictive Covenant Agreement, and shall not thereby become liable in any manner for trespass for entry, abatement or removal. This subsection shall not be construed as requiring the Development Company to undertake any such action, and it shall be lawful for any other person or persons having title to any lot or lots in the Subdivision to undertake any legal action in his own behalf to prevent injury or recover damages for violations of any of these restrictions.

(c) Assignment of Rights and Powers. Any or all of the rights, powers, duties, obligations, easements, agreements and estates given or reserved to the Development Company or the Committee herein may be assigned to any person, firm, corporation or municipal corporation, or to a Subdivision Association which may hereafter be formed. Any such assignment or transfer shall be in writing and recorded with the Oakland County Register of Deeds, by which the assignee or transferee will, upon request, join for the purpose of evidencing its acceptance of such rights, powers, duties, obligations, easements, agreements and estates, the Development Company and/or the Committee being thereby relieved from any obligations thereunder.

(d) Failure to Enforce Covenants. The Development Company, the Committee, any Subdivision Association formed pursuant to this Agreement, their agents, employees, successors and assigns shall not be held legally responsible or accountable for any failure or refusal to enforce any of the restrictions herein, nor shall any such failure to enforce, constitute a waiver by the Development Company, the Committee, any Subdivision Association formed pursuant to this Agreement, or any owner or owners of lots in said Subdivision of the right to thereafter enforce such restrictions and covenants as to the same breach or as to a breach occurring prior or subsequent thereto.

(e) Severability. Each and every restriction and covenant herein contained is intended to be severable and in the event that any one covenant or restriction is for any reason held void or unenforceable, it shall not affect the validity of the remaining covenants and restrictions.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

IN PRESENCE OF: FOREST CREEK ASSOCIATES, INC., a Michigan Corporation

Robert H. Carey
Dolores J. Follis

By: Joel A. Garrett, President

STATE OF MICHIGAN)
) SS .
COUNTY OF OAKLAND)

On this 21st day of March, 1988, before me, a Notary Public in and for said County, personally appeared JOEL A. GARRÉTT, to me personally known, who, being duly sworn, did say that he is President of FOREST CREEK ASSOCIATES, INC., a Michigan Corporation, the Corporation which executed the within instrument, and that he is duly authorized to execute said instrument on behalf of such Corporation, and said JOEL A. GARRETT acknowledged said instrument to be the free act and deed of said Corporation.

Dolores J. Follis
Notary Public
Oakland County, Michigan
My Commission Expires: September 11, 1988

IN PRESENCE OF: FIRST OF AMERICA - Wayne Oakland, a Michigan Banking Corporation

Robert H. Carey
Dolores J. Follis

By: James L. Jeseke, Vice President

STATE OF MICHIGAN)
) SS .
COUNTY OF OAKLAND)

On this 21st day of March, 1988, before me, a Notary Public in and for said County, personally appeared JAMES L. JESEKE, to me personally known, who, being duly sworn, did say that he is Vice President of FIRST OF AMERICA - WAYNE OAKLAND, a Michigan Banking Corporation, the Corporation which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said persons acknowledge said instrument to be the free act and deed of said corporation.

Jeffrey S. Ciochetto
Notary Public
Oakland County, Michigan
My Commission Expires: January 24, 1990

EXHIBIT "1"

Legal Description - Forest Creek Subdivision No. 3

A PART OF THE NORTHWEST 1/4 OF SECTION 5, T-2-N, R-11-E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, SAID POINT BEING THE NORTHEAST CORNER OF "FOREST CREEK SUBDIVISION", AS RECORDED IN LIBER 168, PAGES 40-43 OF PLATS, OAKLAND COUNTY MICHIGAN RECORDS; THENCE ALONG THE EAST LINE OF SAID "FOREST CREEK SUBDIVISION", ALSO BEING THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 5, S 00° 27' 10" E, 1,796 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID NORTH-SOUTH 1/4 LINE S 00° 27' 10" E, 1,621.01 FEET TO THE CENTER POST OF SAID SECTION 5; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 5, N 89° 29' 25" W, 591.96 FEET; THENCE N 24° 13' 38" W, 274.14 FEET; THENCE N 65° 46' 22" e, 148.79 FEET; THENCE ALONG A CURVE TO THE LEFT 1.29 FEET, SAID CURVE HAVING A RADIUS OF 245.00 FEET, CENTRAL ANGLE OF 00° 18' 04" AND LONG CHORD BEARING OF N 65° 37' 20" E, 1.29 FEET; THENCE N 24° 31' 42" W., 139.81 FEET; THENCE N 45° 58' 47" E., 71.89 FEET; THENCE N 00° 27' 10" W., 387.00 FEET; THENCE N 78° 45' 37" W., 78.48 FEET; THENCE N 45° 58' 47" E., 71.89 FEET; THENCE N 00° 27' 10" W., 387.00 FEET; THENCE N 78° 45' 37" W., 78.48 FEET; THENCE N 67° 22' 48" W., 182.00 FEET; THENCE N 37° 52' 30" E., 45.61 FEET; THENCE N 53° 16' 43" W., 172.13 FEET; THENCE ALONG A CURVE TO THE RIGHT 56.42, SAID CURVE HAVING A RADIUS OF 380.00 FEET, CENTRAL ANGLE OF 08° 30' 24" AND LONG CHORD BEARING OF S 57° 18' 43" W., 56.37 FEET; THENCE N 40° 33' 41" W., 154.69 FEET; THENCE N 44° 00' 39" W., 104.73 FEET; THENCE N 40° 20' 38" E., 565.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID "FOREST CREEK SUBDIVISION"; (1) N 40° 20' 38" E., 180.00 FEET, AND (2) S 49° 39' 22" E., 335.40 FEET, AND (3) N 89° 32' 50" E., 371.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.19 ACRES.