

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HORSESHOE SPRINGS ASSOCIATION. INC.**

This Declaration of Covenants, Conditions, and Restrictions for Horseshoe Springs Association, Inc. is made and entered into this 14th day of October, 1998, by Horseshoe Springs Association, Inc., a New Mexico non-profit corporation [hereinafter referred to as the "Association"], concerning the residential subdivision known as Horseshoe Springs [hereinafter referred to as the "Subdivision"], located in Sandoval County, New Mexico [herein referred to as the "County"].

RECITALS

WHEREAS, the Association is the owner of real property located in Sandoval County, New Mexico, fully described in Exhibit A attached to this Declaration [hereinafter referred to as "Subdivision"]; and
WHEREAS, the Association is in the process of conveying to individual owners [hereinafter referred to as "Owner"] quality, single-family residential Lots and, in addition, the Association contemplates setting aside certain tracts of land for community open-space and other purposes for use by the Association and Owners of the Subdivision; and

WHEREAS, the Association desires to provide for building restrictions to promote and insure that the Subdivision is a quality residential community; and

WHEREAS, the Association desires to establish rules and regulations for the use, maintenance, and operation of the Subdivision for the mutual benefit of all Owners,

NOW, THEREFORE, in consideration of the premises, the Association subjects all of the real property described in Exhibit A to the following covenants, charges, assessments, conditions, and restrictions [hereinafter collectively sometimes referred to as "Covenants"] subject to the limitations contained in this Declaration.

MISSION STATEMENT

The intent of the Covenants is to retain the current rustic, natural atmosphere and physical environment of the Horseshoe Springs area. These Covenants are built upon the basic foundation set forth by the Forest Service Operation and Maintenance Plan. This summary outlines the Horseshoe Springs Association, Inc. policy and objectives for construction, reconstruction, and maintenance of improvements on the Subdivision *Lots*.

DEFINITIONS

The following definitions shall apply to these covenants, conditions, and restrictions for Horseshoe Springs:

- A. Association—Horseshoe Springs Property Owners Association, Inc., a New Mexico non-profit corporation.
- B. *Subdivision*—that certain real estate located in County, New Mexico, more particularly described on the attached Exhibit A.
- C. *Horseshoe Springs*—the platted Subdivision approved by County, New Mexico, known as Horseshoe Springs, as such Subdivision is shown on the plat thereof filed in the office of the County Clerk on October, 14, 1998, in Book 3 Page 1807A
- D. Board—the duly constituted Board of Directors of the Association.
- E. Owner—the owner of any Lot or Lots in the Subdivision.
- F. *Covenants* — these duly approved and recorded Declaration of Covenants, Conditions, and Restrictions.
- G. *Lot*—One. of the fifty(50) platted individual Lots located within the Subdivision and owned by an Owner, each Lot not to exceed two(2) acres in size.

PURPOSES AND OBJECTIVES

These Covenants are intended to provide guidelines for use of and the uniform interpretation of rules and regulations for the operation of the Subdivision and for the Lot Owners for the mutual benefit of all and to provide land-use restrictions and controls on the Lots in the Subdivision. The standards set forth in these Covenants do not discuss all of the situations that may be encountered. They do try to provide an overall policy as to what is appropriate for the Subdivision. Final decisions are properly left to the Board and each Owner agrees in accepting title to such Owner's Lot to abide by the terms and conditions of these Covenants. Guidelines for the interpretation of these Covenants shall include the following:

1. Keep buildings and improvements on Lots structurally sound and currently maintained.
2. Minimize risk to the forest by keeping Lots, improvements, and common areas fire safe.
3. Maintain adequate safety and sanitation standards.
4. Keep the area as unobtrusive as possible to the general public and other Lot Owners. The area will not be allowed to take on the appearance of the normal subdivision.
5. Retain the forest character of peace and well being by keeping the area neat, orderly, aesthetically pleasing and free from excessive noise and other social disturbances.
6. These Covenants shall not be applied retroactively to any dwelling, structure, facility, or landscaping which is in existence on June 15, 1996 or is constructed after June 15, 1996 with prior written approval of the United States Forest Service unless the Board determines that such improvements constitute a serious nuisance or fire danger as determined in the exclusive discretion of the Board. However, any subsequent additions, modifications, or alterations to said existing improvements, structures, facilities, or landscaping shall be subject to these Covenants, as well as all new construction.

I. ADMINISTRATION OF CONSTRUCTION AND MAINTENANCE POLICIES

A. Except for routine repairs and maintenance, all additions or building improvements costing in excess of \$500 must be approved by the Board. Should the Board find it necessary they may appoint an Architectural Review Committee to handle the preliminary reviews of proposed plans. Except for routine repairs and maintenance, no construction, erection or alteration of any building, storage shed, deck, or other structure shall be commenced, unless specifically directed by the Board in writing for safety reasons, until two(2) sets of exterior plans and specifications showing the nature, kind, shape, color, height, materials, and location of such structure or alteration has been approved by the Board and a copy thereof, as finally approved, lodged permanently with said Board. Said Board shall approve or reject in writing said plans and specifications within sixty(60) days from the date the same are submitted. Failure of said Board to reject in writing said plans and specifications within sixty(60) days from the date the same are submitted shall constitute written approval of said plans and the Board shall so note in their records. Rejection of any plans or specifications must be based on reasonable judgment as to the effect that said changes and alterations will have on the Association as a whole. The Board shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or any other reasons, and in so passing upon such plans, specifications or grading plans, the Board shall have the right to take into consideration the suitability of the proposed building or other structures and the suitability of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures as planned on the view from the adjacent or neighboring properties. All subsequent additions, changes or alterations of exterior surfaces of any

building, or other structure, shall be subject to the prior written approval of the Board.

B. Although the Board shall have final approval authority over all such plans and specifications, the Board may refer said plans and specifications if necessary to an Architectural Review Committee for evaluation and recommendations. If plans and specifications are disapproved, the specific reason or reasons for disapproval shall be communicated in writing to the Lot Owner(s) who submitted them. Said Lot Owner(s) may then revise the plans and specifications to remedy the stated reasons for disapproval and resubmit said plans and specifications to the Board for further review. Failure of said Board to reject in writing said plans and specifications within thirty (30) days from the date the same are submitted, shall constitute approval of said plans and the Board shall so note in their records. Rejection of any plans or specifications must be based on reasonable judgment as to the effect that said changes and alterations will have on the Association as a whole. Alternatively, the Lot Owner(s) may request and shall be granted a hearing with the Board whereby the areas of disagreement may be clarified and resolved. The Board shall give full and reasonable consideration to the information presented by the Lot Owner(s) in support of their position. However, final authority to approve or disapprove rests with the Board.

C. Any approval of plans and specifications shall be evidenced in writing and signed by an officer of the Board. Said written approval shall then be irrevocable and not subject to withdrawal or change by the Board in the future.

D. The receipt by the Lot Owner(s) of a deed to any Lot denotes acceptance of these approval terms and procedures.

II. CONSTRUCTION AND MAINTENANCE

All construction and improvements shall meet current state, federal, county and local ordinances and codes and these Covenants.

A. RESIDENCE -

Exterior Design, Color and Lighting - All structures shall be designed and constructed to be consistent and blend with the rustic forest environment of the surrounding area. Exterior roofing, stains, paint, etc. shall be selected to conform to this philosophy.

1. Roof - Roofing materials shall be non-combustible materials, such as Class A fire resistant shingles, metal baked on enamel sheeting or anodized aluminum sheeting, all of new materials. Roof colors shall be approved by the Board.
2. Foundation - Foundations shall be free of rot, in good repair, and completely enclosed.
3. Fireplaces and Chimneys - Fireplaces and chimneys of buildings being constructed or reconstructed must conform to the applicable building code.
4. Paint and Stain - Exterior colors of all structures shall harmonize with the surroundings without strong contrast between walls and trim or walls and doors. Log oils, clear stains, or any substance used that accentuates the natural appearance of wood is acceptable. All colors must be approved by the Board.
5. Miscellaneous - Nothing shall be stored under buildings unless skirting is adequate to shield such stored materials from view. No flammable materials shall be stored beneath structures or porches. Any physical damage shall be repaired promptly and within ninety(90) days after written notification from the Board.

B. OUTBUILDINGS

The materials, appearance, and maintenance standards shall be similar to that of the residence. All firewood stored in a woodshed shall be neatly stacked. Woodsheds should be no closer than 30 feet from the residence.

C. LOT MAINTENANCE

1. Attachment to Trees - No permanent intrusive attachment of any kind is allowed on trees except small animal feeders. The appearance and number of feeders must not be obtrusive.
2. Storage of Building Materials - Building materials stored on any Lot must be neatly stacked. (Such materials must be used within six (6) months.)
3. Lawn and Deck Furniture - Lawn and deck furniture must be maintained in good condition, and must also be of colors that blend with the natural setting if left outside.
4. Recreational Vehicles - Only small utility trailers for wood hauling or garbage removal or for the transport of snowmobiles or ATV's may be stored on the Lot. Any such stored trailer shall be painted a color that blends with the surroundings. Recreational vehicles, trailers, motor homes, wind powered or motor powered boats shall not be stored on a Lot for more than thirty(30) days. Unused vehicles shall not be stored in open view at any time. Unused vehicles should be stored in a garage or carport or out of plain sight "Unused vehicles" is defined as any vehicle which has not been driven under its own propulsion for a period of thirty(30) days or longer.
5. Firewood - A limit of approximately four (4) cords of firewood is allowed on each Lot Numerous small woodpiles are not allowed. Old tar paper, roofing material, plywood, and similar items shall not be used to cover firewood.
6. Tree Cutting - Prior written approval from the Board is required to fell any non- hazardous live tree larger than nine (9) inches in diameter at stump height
7. Planting - There shall be no non-native plants, bushes, or flowers outside of five (5) feet around the principle residence. In the event of drought conditions, only gray water can be used to water any outside plants or grass.
8. Disposal of Slash - Disposal of brush, trash, or any unwanted material is the responsibility of the individual Lot Owner(s). No disposal will be provided for by the Association. Controlled burns may be allowed as prescribed by the Board. Placing pine needles on roads, during periods of low to moderate fire danger, to keep down dust is acceptable as long as the proper drainage of the road and bar ditches is maintained. Limbs, bark, and wood chunks are not to be included in with needles.
9. Utilities - All new electrical or other utility lines on any Lot shall be buried, with the exception of electrical service drops.
10. Recreational Equipment - Portable recreational equipment must be stored inside when not in use. Permanently anchored recreational equipment must be painted natural colors and not be bright and gaudy. All permanent recreational equipment or facilities must be approved by the Board.
11. Common Driveways - Driveways that serve one or more Lots shall be kept in repair by

the respective Owner(s) unless other specific arrangements have been made with written approval of the Board.

12. Drainages - No Owner or resident shall interfere with or obstruct the drainage pattern over such Owner's Lot such that drainage is diverted to flow over any other Lot. Within an Owner's Lot, reasonable measures for erosion control are required.

D. YARD LIGHTS. FENCES. GATES. SIGNS. HOT TUBS. ETC.

1. Exterior Lights - Lighting shall be kept to a minimum to preserve the natural darkness. Bright, glaring or upward oriented exterior lights are prohibited. All illumination and safety lighting shall be subdued and not directed toward any adjacent Lot. All outside lighting shall be designed to prevent over lighting and shall be shielded and directed to prevent lights from shining onto neighboring Lots, into the common areas and roads or up into the sky or trees. No photo cell activated or timer activated lights are allowed. Exterior lighting shall only be turned on when residence is in use, except lights activated by motion detection. Written approval from the Board must be received before installation of any exterior lighting. Outside lighting may not be mounted on trees and free-standing outside lights must meet the electrical code of the County. Applicable electrical equipment must have been approved by the Underwriters Laboratory. New and replaced electric lines must be buried where possible.

2. Rails, Rocks, Fences and Gates. Rails, rocks, fences and gates on individual Lots will be allowed only to restrict access to hazardous areas or to protect fragile environments as determined by the Board.

3. Propane Tanks - Propane tanks must meet all applicable federal, state, and local codes.

4. Driveways and Walkways - Improvements to driveways and walkways shall be from a list of approved materials obtained from the Board.

5. Lot Decoration - Lawn ornaments and decorations must be approved by the Board.

6. Antennas - No satellite/digital dishes larger than thirty six (36) inches will be allowed. Television antennas shall be no higher than five(5) feet above the highest point of the residence unless approved by the Board. Only one antenna will be allowed per Lot except for public safety antenna with written approval of the Board. Installation of any other antenna must be approved by the Board.

7. Signs - Only one sign per Lot will be allowed with name on rustic, routed signs. Natural colored letters on a background of brown are recommended with a maximum size of 18x8x2 inches, mounted on a 4x4 inch wood post or equivalent. The intent is to have no signs other than those designating the name and the rural addressing numbers and those signs the Board determines to be necessary.

8. Hot Tubs - Hot tubs are allowed but must be unobtrusive in keeping with the character of the area and must have written approval by the Board prior to installation.

9. Clothes lines -No permanent clotheslines are allowed. Only temporary or retractable lines are allowed.

10. Security Alarms - No audible security alarms are allowed.

11. Swimming Pools - No swimming pools are permitted.

E. NUMBER AND SIZE OF BUILDINGS PER LOT-

All buildings or structures erected on said Lots shall be of new construction and no building or structure shall be moved from another location onto said premises. No more than one single family structure may be erected on any individual Lot A separate structure for guest quarters is not permissible.

The following are parameters regarding the allowable number and size of buildings:

1. A total of three buildings per Lot.
2. The maximum allowable square footage for heated area is 1800 square feet per Lot
3. The maximum building height is 26 feet to the midpoint of the highest gable measured from the first floor line not including the chimney.
4. The combined total square footage of all utility buildings and nonresidential buildings may not exceed 1000 square feet per Lot, with a maximum 8 foot high garage door.
5. Notwithstanding the above maximums, the total combined foundation area (footprint) of all structures, including porches, decks, heated and non-heated areas, may not exceed 3000 square feet per Lot

III. REGULATED ACTIVITIES

A. ANIMALS

No more than two(2) permanent household pets are allowed. Household pets must not present a nuisance or health or safety hazard to Owners or their guests. No other animals such as horses, cattle, sheep, goats, pigs, or other livestock or poultry of any kind may be kept, boarded, or maintained on any said Lots and/or common area. House pets shall be confined to the Owner's Lot unless leashed by their owner, and shall not be allowed to create excessive noise or odor and shall be restrained from interfering with other Owners' quiet and peaceable enjoyment of their respective homes. Horseback riding shall be permitted only on the road easements and designated riding trails.

B. MINING AND DRILLING

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in any Lot This provision does not apply to the drilling of water wells for residential use subject to prior written approval of the Board.

C. SAFETY

1. Fire Precautions-

- a. Spark arrestors for all wood burning fireplace chimneys must be 3/8 inch mesh, must be properly attached, and properly maintained.
- b. New electrical wiring must conform to current applicable electrical code.
- c. Stoves and stove pipes must be heat shielded according to current applicable code.
- d. Roofs and gutters must be kept free of litter.
- e. Tree branches must be cleared 10 feet from chimneys.
- f. Combustible materials including pine needles, branches and leaves must be raked and removed from within 30 feet of all buildings, wood piles and propane tanks. This shall be completed annually as directed by the Board.

2. Guns - There shall be no shooting allowed except in defense of human life. This includes all firearms, air rifles, pellet guns, sling shots, etc.
3. Fireworks of any kind are prohibited.
4. Speed Limits - The speed limit is 15 MPH for all forms of transportation.
5. Campfires/burning - Fires are allowed only in Board approved structures. No burn barrels are allowed. No outside fires are allowed when the USFS fire danger is rated HIGH, VERY HIGH, EXTREME, or RED FLAG.
6. Dead Trees Standing or Down - All dead trees on Lots must be removed. Trees in the common area can only be removed with permission of the Board.

D. RECREATIONAL VEHICLE USAGE

Snowmobiles, trail bikes, and other vehicles of a class generally considered to be for recreational use including but not limited to, motorcycles, motorbikes, tote-goats, dune-buggies, trail bikes, all terrain vehicles, and go-carts may be operated only on roadways with the exception of use for maintenance and repair of the Horseshoe Springs area. Designated trails for the use of recreational vehicles may be proposed to the general membership at a later date but must receive approval of 67% of the Association membership to become designated trails. All recreational vehicles being operated for recreational purposes will be subject to the designated speed limit. All such vehicles must be properly licensed and baffled or muffled.

E. NOISE

Excessive or unreasonable noise from any Lot shall not be allowed. No loud noise will be tolerated between the hours of 10pm to 8am.

F. NONCOMMERCIAL USE

1. The Owner's residences are intended for single family dwellings and not for group living. Single family dwelling is defined as a maximum of three non-related persons or one family. For purposes of these Covenants, "family" shall be defined as (a) an individual; or (b) two or more persons related by blood, marriage, legal guardianship or adoption, and at least one of whom constitutes a head of household and is the age of 18 or over.
2. Day Care - No commercial day care is allowed.
3. Garage Sales - No garage sales, rummage sales, thrift sales, or any other retail business is allowed.
4. Non-Business Use - Said Lots are hereby restricted to single family dwellings. No business activities involving the coming and going of the public shall be conducted upon any of the Lots or improvements thereon, nor shall any business be conducted outside of any dwelling. No business operations will be allowed that would require a non-resident employee to work on the premises.

G. RENTALS

1. No rentals of residences or Lots in excess of two weeks per year will be allowed without the written approval of the Board.

H. SUBDIVIDING

1. No Lot shall be subdivided.
2. No portion of the common area of the Subdivision shall be subdivided.

IV. ENVIRONMENTAL

A. SANITATION

1. Septic - New septic tanks, subsurface pits and drain fields must be located and installed in accordance with County and State Health Standards. Written approval of the Board is needed prior to beginning construction. Owners constructing or modifying septic systems must receive an approved permit from New Mexico State Environment Department prior to construction. Existing septic tanks must be properly maintained and in no event shall such tanks constitute a nuisance.
2. Trash Removal - All equipment for the storage or disposal of garbage or other waste shall be kept in a clean sanitary condition, must be emptied regularly, must have secure lids, and should be animal-proof. Household trash may not be burned. All trash shall be removed on a regular basis. No garbage cans or trash receptacles shall be left outside other than the day of removal.

B. WATER SYSTEM

Each owner of a Lot shall be entitled to receive a domestic water hook-up from the Association. Each Owner shall be responsible for all costs of connecting to the Association's water distribution system. No property or water right per se in the water distribution system inures in or attaches to any Owner. However, an Owner who sells such Owner's Lot may include as a part of the selling price thereof an amount not to exceed the membership fee of \$500.00 that such member paid the Association or its predecessors-in-interest, the Horseshoe Springs Summer Home Permittees Water Association, and transfer to the purchaser of said Lot such Owner's rights pursuant to this Covenant. Each Owner shall pay an annual fee and/or special maintenance fees as determined by the Board for the use of water services and the maintenance of the water distribution system. Each Owner agrees to abide by the rules and regulations for the use of the water system promulgated by the Board. The Board may appoint a water committee to handle various aspects of the water system, but the final authority shall rest in the Board.

V. COMMON AREA

A. EASEMENTS

1. Every Owner shall have a right of access to common areas of the Subdivision.

B. FUTURE DEVELOPMENT

1. No part of the common area may be subdivided or developed as new residential Lots or used for any purpose which will detract from or interfere with the use and enjoyment of all of the Lot Owners. This provision does not preclude individual Lot Owners from acquiring property which is contiguous to their existing Lot, up to the two acre maximum Lot size.

VI. MISCELLANEOUS AND GENERAL PROVISIONS

A. Each Owner, by purchasing any Lot in the Subdivision, shall automatically become a member of the Association and shall be bound by the terms and conditions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and such additional rules and regulations as may be promulgated and adopted by the Association under its Articles of Incorporation or Bylaws.

B. Upon transfer, conveyance, or sale by any Owner of all of such Owner's interest in any Lot such Owner's membership in the Association shall thereupon cease and terminate and such transferee shall thereupon become a member in the Association and be fully bound by the terms and conditions of this Declaration.

C. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and the right to participate and vote at its meetings.

D. Each Owner, or transferee of an Owner upon purchase of such Lot, shall immediately notify the Association of such Owner's name and address and it shall be the obligation of each Owner to notify the Association of any change in such Owner's name and/or address.

E. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the County of Sandoval, State of New Mexico, and of the United States of America. If at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.

F. Subject to the limitations set forth in this Declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

G. This Declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this Declaration, by the Owners of sixty seven percent (67%) of the Lots subject hereto at any time it is proposed to terminate this Declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the County Clerk of the County of Sandoval, New Mexico.

H. All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Owners of the properties described in Exhibit A, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such Owners, their successors in title, and with each other, to conform to and observe all the terms and conditions contained in this Declaration.

I. Each Owner, by acquiring title to any Lot in the Subdivision, agrees to be bound by the provisions of this sub-paragraph concerning the resolution of disputes. Any disputes or controversies arising under this Declaration, that cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the finding of such arbitrator shall be final and binding on all Owners and the Association, and judgment on the award rendered by such arbitrator may be entered in any court having jurisdiction. With respect to any dispute or controversy that is made subject to arbitration, no suit at law or in equity based on such dispute or controversy shall be instituted by any party, except to enforce the award of such arbitrator. The expenses and costs of any enforcement proceedings, including reasonable attorney fees, shall be paid to the prevailing party by the non-prevailing party.)

J. Invalidation of any one of these Covenants by judgment as provided herein above shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, acting as President of the HorseShoe Springs Association, Inc., has caused this Declaration to be executed on the 3rd day September, 1998. _____

HORSESHOE SPRINGS
NEW MEXICO
NON-PROFIT CORPORATION

ASSOCIATION, INC., A



By:

TOM CORCORAN, PRESIDENT

Exhibit A

TRACTS 1 thru 7, 9 THRU 30, 32 THRU 49 AND 51 THRU 53, HORSESHOE SPRING SUMMER HOME SUBDIVISION, UNIT 71A, SITUATED WITHIN SECTIONS 17 AND 18, TOWNSHIP 19 NORTH, RANGE 3 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, SANDOVAL COUNTY, NEW MEXICO.

LEGAL DESCRIPTION OF HORSESHOE SPRING SUMMER HOME SUBDIVISION, UNIT 71A:

A Tract of Land situate within the Santa Fe National Forest and within Sections 17 and 18, Township 19 North, Range 3 East, of the New Mexico Principal Meridian, Sandoval County, New Mexico. The boundary of such being more particularly described as follows:

BEGINNING at the Section Corner common to Sections 7, 8, 17 and 18, Township 19 North, Range 3 East, of the New Mexico Principal Meridian; THENCE, South 89°43'13" East, along the Section Line common to said Sections 8 and 17, a Distance of 813.16 Feet to the 1/1024 Corner, being the Northeasterly Corner of the herein described Tract of Land; THENCE, South 1°13'34" West, a Distance of 1312.27 Feet to a 1/1024 Corner; THENCE, South 89°40'51" West, a Distance of 815.88 Feet, to a Point on the Section Line common to said Sections 18 and 17, being the North 1/16 Corner; THENCE, along said Section Line, South 1°20'10" West, a Distance of 1320.85 Feet, to the One-Quarter Corner on said Section Line; THENCE, continuing along said Section Line, South 1°22'28" West, a Distance of 1316.11 Feet, to the South 1/16 Corner, being the Southeasterly Corner of the herein described Tract of Land; THENCE, North 89°04'01" West, a Distance of 1307.68 Feet, to the Southeast 1/16 Corner, being the Southwesterly Corner of the herein described Tract of Land; THENCE, North 1°04'07" East, a Distance of 987.61 Feet to the Center-North-North-Southeast 1/256 Corner; THENCE North 89°02'35" West, a Distance of 492.19 Feet, to a 1/1024 Corner; THENCE, North 0°55'34" East, a Distance of 329.27 Feet, to a 1/1024 Corner; THENCE, North 0°53'25" East, a Distance of 331.21 Feet, to a 1/1024 Corner; THENCE, South 89°00'13" East, a Distance of 822.85 Feet, to the Southwest-Southeast-Northeast 1/256 Corner; THENCE, North 1°05'34" East, a Distance of 1653.76 Feet, to the Center-West-Northeast Northeast 1/256 Corner; THENCE, South 88°50'48" East, a Distance of 331.48 Feet, to the Northeast-Northeast 1/64 Corner; THENCE, North 1°10'25" East, a Distance of 661.14 Feet to a Point on the Section Line common to said Sections 7 and 18, being the East—East 1/64 Corner, also being the Northwesterly Corner of the herein described Tract of Land; THENCE, along the Section Line common to said Sections 7 and 18, South 88°47'04" East, a Distance of 664.83 Feet to the Point Of Beginning. The above described Tract of Land as shown hereon contains 129.3553 acres, more or less.

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