

DECLARATION OF PROTECTIVE DEED RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND
AFFIRMATIVE COVENANTS OF CATARACT LAKE ESTATES

41260

This Declaration made this 4 day of Oct, 1976,
by Colonial Discount Corporation, an Indiana Corporation, d/b/a
Countryside Estates Corporation (hereinafter referred to as the
Developer) WITNESSETH:

WHEREAS the Developer has executed certain contracts for
the sale of certain lots in the Cataract Lake Estates Development;
and has executed deeds for certain lots, and

WHEREAS prior to executing the aforesaid documents purchasers
executed a Compliance Agreement that the lots conveyed would be
subject to certain restrictions, covenants and limitations and to
be bound thereby; and further that the purchaser agreed to pay
an annual assessment of \$100.00 per tract for maintenance and
purchase of all common and recreational areas; and

WHEREAS the Developer is the owner or common grantor of all
lands and lots contained in the Plat of Cataract Lakes Estates
Subdivision, and the Developer is about to sell and convey the
remaining lots situated within the survey area of Cataract Lake
Estates (hereinafter referred to as the Development) and before
doing so desires to subject and impose upon all real estate
within the survey area of the Development Protective Deed
Restrictions, Covenants, Limitations, Easements and Affirmative
Covenants of Cataract Lake Estates under a general plan or scheme
of improvement for the benefit and compliment of the lots and
lands in the Development and for the future owners thereof; in
the same manner as if these Declarations and Restrictions were
recorded prior to the time of execution of their respective
contracts for the purchase of said lots, and prior to the execution
and delivery of said deed conveying said lots to grantees.

NOW, THEREFORE, the Developer hereby declares that all the
lands within the Development as shown by the Plat of Cataract
Lake Estates, dated Oct 4, 1976, and recorded in the
Office of the Recorder of Owen County, Indiana as Document No. PLAT 2 PAGE C3
shall be subject to and impressed with the covenants, agreements, Do
easements, Deed Restrictions and Limitations, and assessments and
charges hereinafter set forth; that they shall be considered a
part of the sale or conveyance of any lot in said Development
without being written therein. The provisions herein contained
are for the mutual benefit and protection of the owners, present
or future, of any and all lots in said Development; and that they
shall run with the land and shall inure to the benefit of and be
enforceable by the owner or owners of any lots included in the
Development and/or Cataract Owners Association, Inc., their
respective legal representatives, heirs, successors, grantees or
assigns. The owner or owners, present or future, of any land or
lot included in said Development and/or Cataract Owners Association,
Inc., shall be entitled to injunctive relief against any violations
or attempted violation of the provisions hereof, and also
damages for any injuries resulting from the violation thereof;
but there shall be no right of reversion or forfeiture of title
resulting form such violation.

Peggy Fulk
Owen County Recorder

RECEIVED FOR RECORD
this 4th day of Oct 19 76
at 11:15 o'clock A.M.
and recorded in MISC 45 record no. 320

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Building Committee composed of the Officers and Directors of Countryside Estates Corporation or Donald A. Crouse as agent for said Committee. The Developer may relinquish control, at any time hereafter, to the Association and also relinquish the power to appoint and remove members of the Committee.

B. "Association" shall mean Cataract Owners Association, Inc., a not-for-profit Corporation, the membership and powers of which are more fully described in paragraph 6 of this Declaration.

C. "Lot" shall mean any parcel or tract of real estate whether residential or otherwise described by the Recorded Plat, dated OCT 4, 1976, and Recorded in the Office of the Recorder of Owen County.

D. "Approvals." Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer or the Association, by the President or Vice President thereof, or by agent of the Developer, Donald A. Crouse/ and if said agent or committee shall fail to act within ten (10) days of submission of request for approval, or no suit has been filed to enjoin the submission, then no approval shall be required.

E. "Owner" shall mean a person who has acquired fee simple right, title and interest in and to said lot, and contract purchaser.

F. "Development" shall mean the entire area within the Cataract Lake Estates surveys.

2. CHARACTER OF THE DEVELOPMENT AND DEED RESTRICTIONS:

I. In General. Every numbered lot and lots lettered and numbered P5, P4-P3, P3-P2, P1-P8, P6-P7, C1, C2, C3, HS and BH in Section I of the Development, as shown on the Plat is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house with accessory buildings.

All lots within Section II of the Development, as shown on the Plat, shall be both residential and recreational in nature and the recreational lots are limited to one (1) mobile home per tract.

3. RESIDENTIAL TRACTS: Said tract herein conveyed shall be designated as a residential tract subject to the following limitations:

A. HOUSING: Only one, single-family dwelling with accessory buildings and not exceeding two and one-half stories in height may be erected or maintained on this residential tract, having a ground floor area of not less than 700 square feet in case of a one-story residence, or not less than 500 square feet of ground floor area in case of a higher one-family dwelling. All Building plans are subject to committee approval.

B. OTHER: No tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on the tract hereinabove described.

B1. MOBILE HOMES: Only one (1) mobile home per tract. (applies only to Section Two).

C. TRADE: No noxious or offensive trade shall be carried on upon the tract hereinabove described, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

D. SEPTIC SYSTEM: Sanitary septic tank with adequate absorption bed or holding tank shall be installed for any dwelling erected. Such septic or holding tank and absorption bed shall be of such type and construction and be located upon the individual tract as to be approved in writing by the Building Committee herein referred to. No other sanitary provisions or device for sewage or for sewage disposal shall be permitted or used. No septic tank affluent of laundry or sink or basement drain water may be tiled into any open ditch; downspout water may be tiled to the street or any open, natural line of drainage; tiles around the exterior of basement walls and footing may likewise be tiled into any natural drainage available. All septic systems will conform with all state and local codes.

E. FENCES AND MAILBOXES: In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height, and composition before it may be installed.

F. EXTERIOR CONSTRUCTION: The finished exterior of every building constructed or placed on any tract in the Development shall be of material other than tar paper, roobrick siding or any other similar material.

G. DILIGENCE IN CONSTRUCTION: Every building whose construction or placement on a residential tract in the Development is begun, all outside walls, base windows and doors must be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

H. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered tract in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such tract.

I. MAINTENANCE OF TRACTS AND IMPROVEMENTS: The Owner of any tract in the Development shall at all times maintain the tract and any improvements situated thereon in such a manner as to prevent the tract or improvements from becoming unsightly; and, specifically, such Owner shall:

1. Remove all debris or rubbish.
2. Prevent the existence of any other condition that reasonably tends to detract or diminish the aesthetic appearance of the Development.
3. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

J. MAINTENANCE OF STREETS AND IMPROVEMENTS: All streets and common areas within Cataract Lake Estates shall be maintained by Countryside Estates Corporation, until 90% of the lots are sold. The Cataract Lake Estates Property Owners Association should assume their own representation and govern their own improvements. At this point, when the Association assumes the sole and exclusive responsibility of the Development, the Property Owners shall be responsible for maintaining his portion of these improvements through responsible new Committee elected by the majority of Property Owners of the Development.

K. HARVESTING OF TREES: Absolutely no trees shall be harvested from said Development other than those recommended by the State Forestry Service and with written approval of the Committee.

GENERAL PROHIBITIONS:

A. IN GENERAL: No noxious or offensive activities shall be carried on upon any tract in the Development, nor shall anything be done on any of said tracts that shall become or be an unreasonable annoyance or nuisance to any Owner of another tract in the Development.

B. SIGNS: No signs or advertisements shall be displayed or placed on any tract or structure in the Development without the prior written approval of the Committee.

C. GARBAGE AND OTHER REFUSE: No Owner of a tract in the Development shall burn or permit the burning out of doors of garbage or other refuse nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his tract except as may be permitted in sub-paragraph D below.

D. FUEL STORAGE TANKS AND TRASH RECEPTACLES: Every tank for the storage of fuel that is installed outside any building in the Development shall be enclosed or buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as to not be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

E. MODEL HOMES: No Owner of any tract in the Development shall build or permit the building upon said tract of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

F. TEMPORARY STRUCTURES: No temporary tent, garage or other outbuildings shall be placed or erected on any tract.

G. BUILDINGS: No building shall be erected, placed on or altered on said tract hereinabove described until the building plans, plot plans, and specifications showing the location thereof have been approved in writing by a majority of a Building Committee composed of the Officers and Directors of Countryside Estates Corporation or approved in writing by Donald A. Crouse as agent for said Committee (or by Cataract Lake Estates Property Owners Association, if in control at that time), for conformity and harmony of external design with the existing structures in this area and also as to location of buildings with respect to property and buildings setback lines. If said Committee or said agent or responsible agent shall fail to approve or disapprove such

design or location within ten (10) days after said plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required. Said responsible committee or Agent shall act and serve without compensation and shall act and serve until further notice.

H. LAKE AND DOCK PRIVILEGES: Each tract owner shall have the privilege of utilizing the dock located on Cataract Lake Estates known as "10 High Dock" with permit No. 1, in accordance with all State, Federal and Park Regulations. Prior to usage, each tract owner shall make application to the Committee for issuance of their annual dock permit. Each tract owner shall have access to the Cataract Lake and must comply with State, Federal and Park Regulations.

I. INVALIDATION: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. STREETS FOR PRIVATE USE: Developer desires to and does hereby dedicate to the present owners and to all future owners of lots contained in the Development, their heirs, successors and assigns, as members of the Cataract Lake Owners Association, Inc., the streets and roads running through said Development, as private ways for the exclusive use, benefit and convenience of said owners as Association members, their successors and assigns, it being not intended to make said streets and roads public thoroughfares, but to retain the exclusive use and control thereof for the benefit of future owners of said property as aforesaid. The Association shall have the power to limit the weight of any vehicle, either private or commercial, to five (5) tons while upon the streets within the Development during the months of November through May inclusive, of each year. The Association shall also have the power to further govern the use of the streets within the Development.

5. OWNERSHIP USE AND ENJOYMENT OF COMMON RECREATIONAL FACILITIES AND SHORELINE: Each common and recreational facility, including but not limited to lots designated R, TR, B8, B9, B10 and B11 (as shown on appended descriptions) for use as clubhouse, recreational and park areas; any right, title and interest in and to permits of the United States Government and from the State of Indiana for access across government property to Cataract Lake, and permits to maintain a dock in Cataract Lake adjacent to real estate of Colonial Discount Corporation are dedicated to the present owners and to all future owners of lots in the Development, their heirs, successors and assigns, and such common and recreational facilities shall be private for the exclusive use (except the non-exclusive use of Cataract Lake) benefit, convenience and enjoyment of said owners, their heirs, successors and assigns. The Developer's doing of any act is not intended to be construed as a dedication to the public of the common or recreational facilities. Ownership of the common and recreational facilities shall be conveyed in fee simple title, to Cataract Owners Association, Inc.; such conveyances shall be subject to easements and restrictions and limitations imposed by the Developer under the terms of a "Compliance Agreement" agreement to be bound by deed restrictions, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common and recreational facilities to the Association. It is specifically

intended that all Protective Deed Restrictions, Limitations, Easements and Affirmative Covenants run with the land, and all common and recreational facilities and easements are for the use and benefit of all lot owners in the Development.

6. CATARACT OWNERS ASSOCIATION, INC.:

A. In General. There has been created under the laws of the State of Indiana, a not-for-profit corporation known as the "Cataract Owners Association, Inc.," which is referred to as the Association. Every owner of a lot in the Development is automatically a member of the Association. A member is subject to all requirements and limitations imposed by the Developer within the Development as members of the Association, including those provisions with respect to the payment of an annual charge.

B. Purposes of the Association.

(i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as common and recreational areas and facilities as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.

(ii) An additional purpose of the Association is to provide a means for promulgation and enforcement of regulations necessary to govern the use and enjoyment of such common and recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

C. Powers of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all the powers set forth in its Articles of Incorporation, together with all powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such assessment shall be at least One Hundred Dollars (\$100.00) per year for each lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than One Hundred Dollars (\$100.00). No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid by members of the Association in accordance with the terms fixed by the Board of Directors of the Association. The Board of Directors shall fix the amount of the annual charge and written notice of the charge so fixed shall be sent to each member.

(iii) If any charge levied or assessed against any lot, together with interest and other charges and costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, inferior only to taxes, assessments and bona fide mortgages, thereon, and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of eight (8%) percent per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has

remained due and payable for an unreasonably long period of time, the Board of Directors may on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any Court of competent jurisdiction, including expenses, costs, attorney's fees incurred by the Association in collecting the same. Anyone acquiring an interest in a lot in the Development agrees that any such lien which may exist upon the lot at the time of acquisition are valid liens and shall be paid, and such person acquiring a lot shall be conclusively held to have covenanted to pay the Association charges that the Association shall make pursuant to its authority.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot remains unpaid. A reasonable charge may be made by the Board of Directors for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and in particular, for the acquisition, improvement and maintenance of the property acquired, owned and operated by the Association.

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association, of any member, associate member or guest (i) for any period during which any of the Association's charges or assessments remain unpaid; (ii) if during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association, and (iii) during the period of any violation of the Articles of Incorporation, By-Laws, or Rules and Regulations of the Association.

7. EFFECT OF BECOMING AN OWNER OR CONTRACT PURCHASER:

The owner of any lot within the Development by acceptance of a deed conveying title thereto, or contract purchaser of any lot by the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and covenant, limitations and easements. By acceptance of such deed or execution of such contract, the owner or contract purchaser acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also for themselves, their heirs, personal representatives, successors and assigns, such owners or contract purchasers covenant and agree, and consent to and with the Developer, the Association, and to and with the owners and contract purchasers and subsequent owners and contract purchasers of each of the lots within the Development affected by these Restrictions to keep, observe, comply with and perform such Restrictions, Covenants, Limitations and Easements.

The use of the term contract purchaser shall mean a person who has

obtained an equitable title in and to a lot within the Development by executing a contract for the purpose thereof, but who has not obtained a deed conveying fee simple title. A contract purchaser shall have all the rights, privileges, duties and responsibilities that an owner has as determined by these Restrictions, Covenants, Limitations and Easements.

8. SEVERABILITY: Everyone of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions, and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be involved or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 22 day of September, 1976.

Colonial Discount Corporation
d/b/a Countryside Estates Corporation

By [Signature]
Vice-President

Attest:

By [Signature]
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared EDWARD HEYER and DONALD A. CRUSE, President and Secretary of Colonial Discount Corporation and acknowledged the execution of the foregoing Declaration of Protective Deed Restrictions, Covenants, Limitations, Easements and Affirmative Covenants of Cataract Lake Estates, Owen County, Indiana for and on behalf of that Corporation.

Witness my hand and Notarial Seal this 22nd day of SEPTEMBER, 1976.

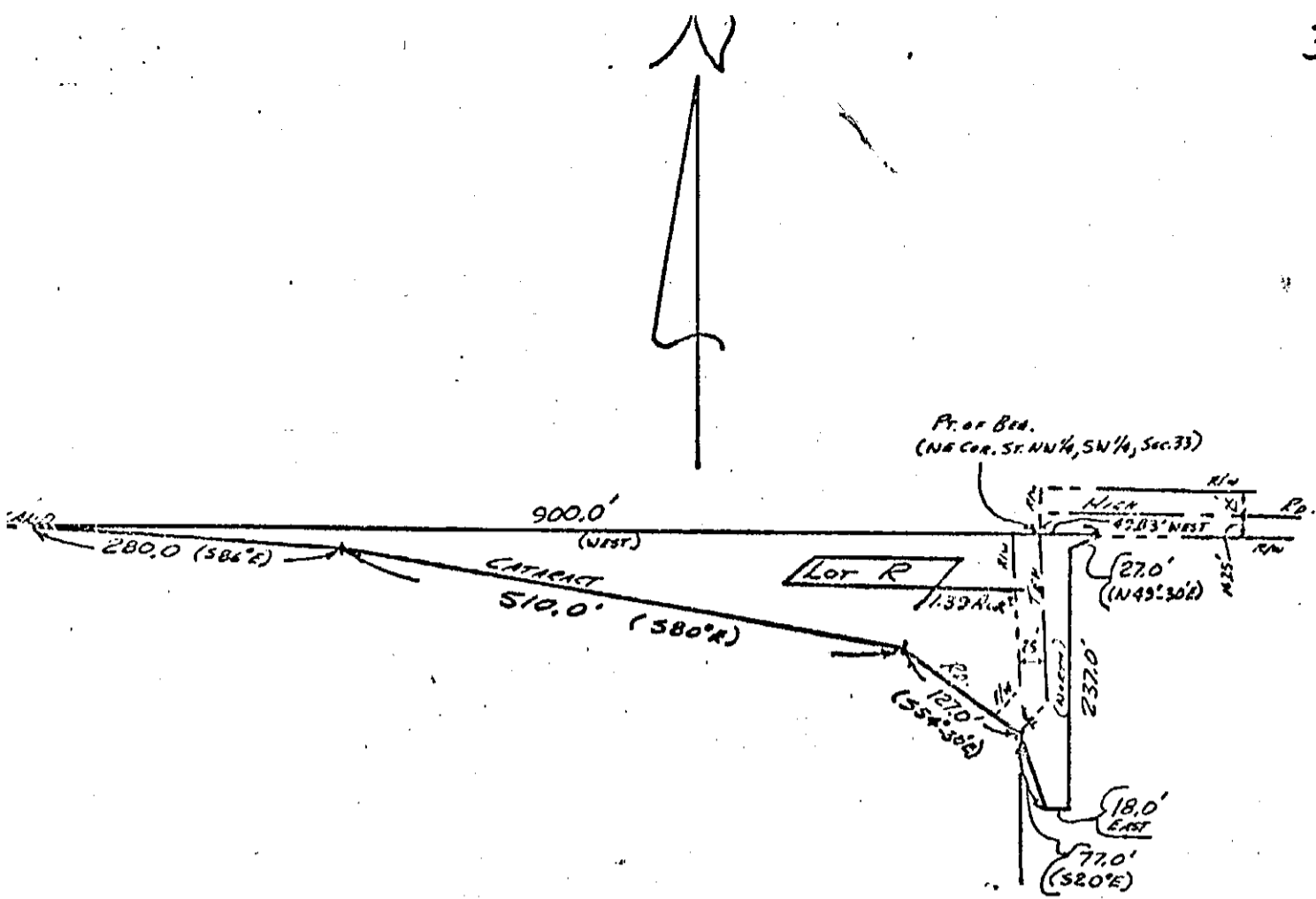
CHICAGO TITLE

[Signature]
Notary Public PATSY A. RICKETT

My Commission Expires:

2-1-78

This instrument was prepared by F. Keith Leach, Attorney at Law.



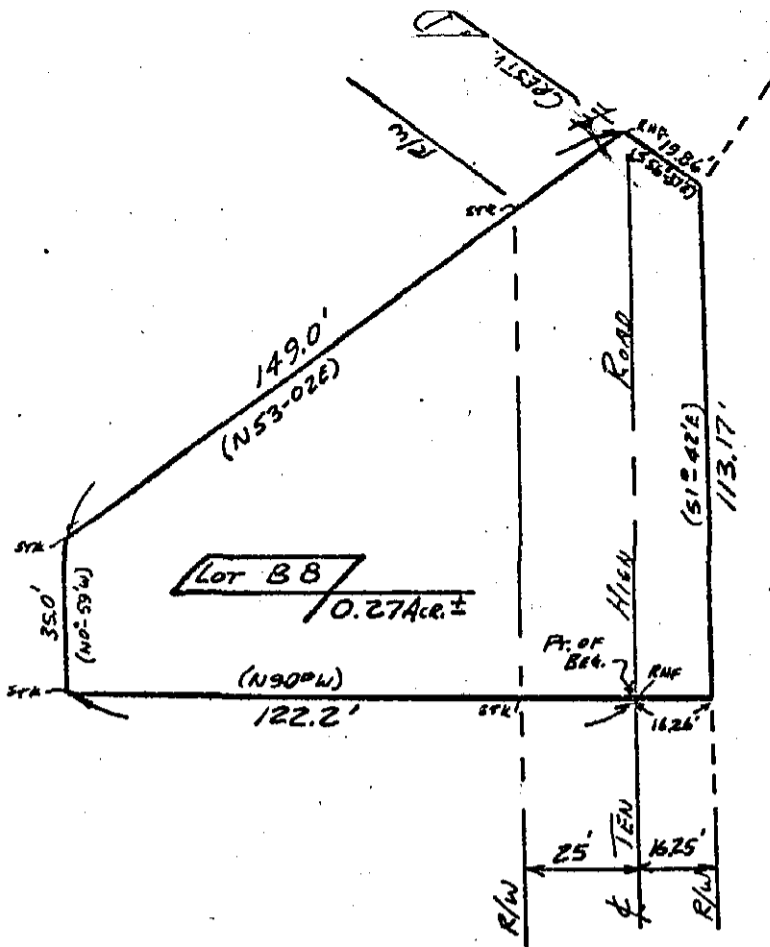
Lot R, a part of the Northwest Quarter of the Southwest Quarter of Section 33 and a part of the Northeast Quarter of the Southwest Quarter of Section 33, Township 12 North, Range 4 West, 2nd. Principal Meridian in Owen County, Indiana; described as follows:

Commencing at the Northeast Corner Stone of the Northwest Quarter of the Southwest Quarter of Section 33; thence West 900.0 feet along the North line of said quarter-quarter to a point in the center of Cataract-Poland Road; thence South 86 degrees East on and along the center of said road 280.0 feet to a point; thence South 80 degrees East on and along the center of said road 510.0 feet to a point; thence South 54 degrees 30 minutes East on and along the center of said road 127.0 feet to a point; thence from the center of said road South 20 degrees East 77.0 feet to a point; thence East 18.0 feet to a point; thence North 237.0 feet to a point; thence North 49 degrees 30 minutes East 27.0 feet to a point on the North line of the Northeast Quarter of the Southwest Quarter of Section 33; thence North 90 degrees West along the North line of said quarter-quarter 49.83 feet to the point of beginning, containing 1.39 acres more or less.

Subject to all Public Rights-of-Way.

Timothy D. Bertram
SEPT 5, 1974





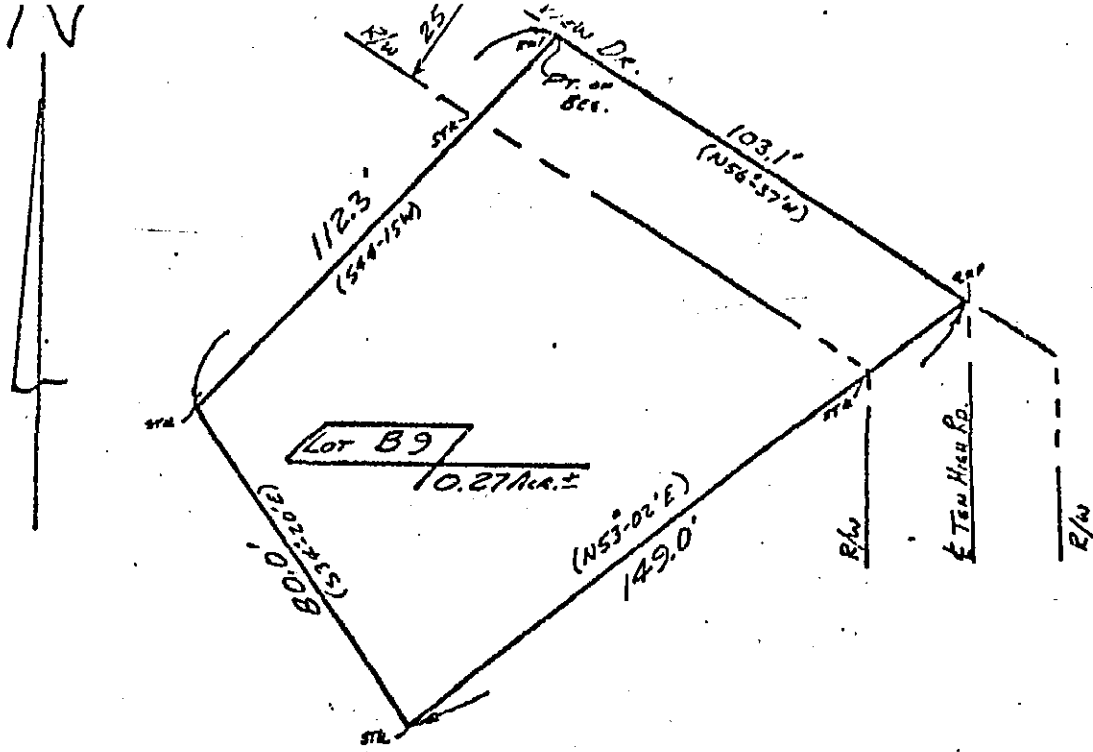
Lot B8, a part of the Southeast Quarter of the Northwest Quarter of Section 33, Township 12 North, Range 4 West, 2nd. Principal Meridian in Owen County, Indiana; described as follows:

Commencing at a point located 832.89 feet East of the Southwest Corner Stone of the Southeast Quarter of the Northwest Quarter of Section 33; then North 16.25 feet to a point; then North 53 degrees 14 minutes East 589.95 feet to a point; then North 1 degree 42 minutes West 275.0 feet to a point, said point being the point of beginning.

Thence from the point of beginning North 90 degrees West 122.2 feet to a point; thence North 0 degrees 59 minutes West 35.0 feet to a point; thence North 53 degrees 02 minutes East 149.0 feet to a point on the center of R/W for Crestview Drive; thence South 56 degrees 37 minutes East 19.86 feet to a point on the East R/W of Ten High Road; thence South 1 degree 42 minutes East on and along said R/W 113.17 feet to a point; thence North 90 degrees West 16.26 feet to the point of beginning, containing 0.27 acres more or less.



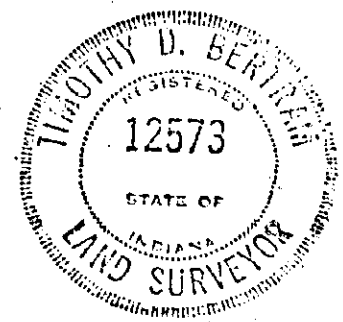
Timothy D. Bertram
July 30, 1974



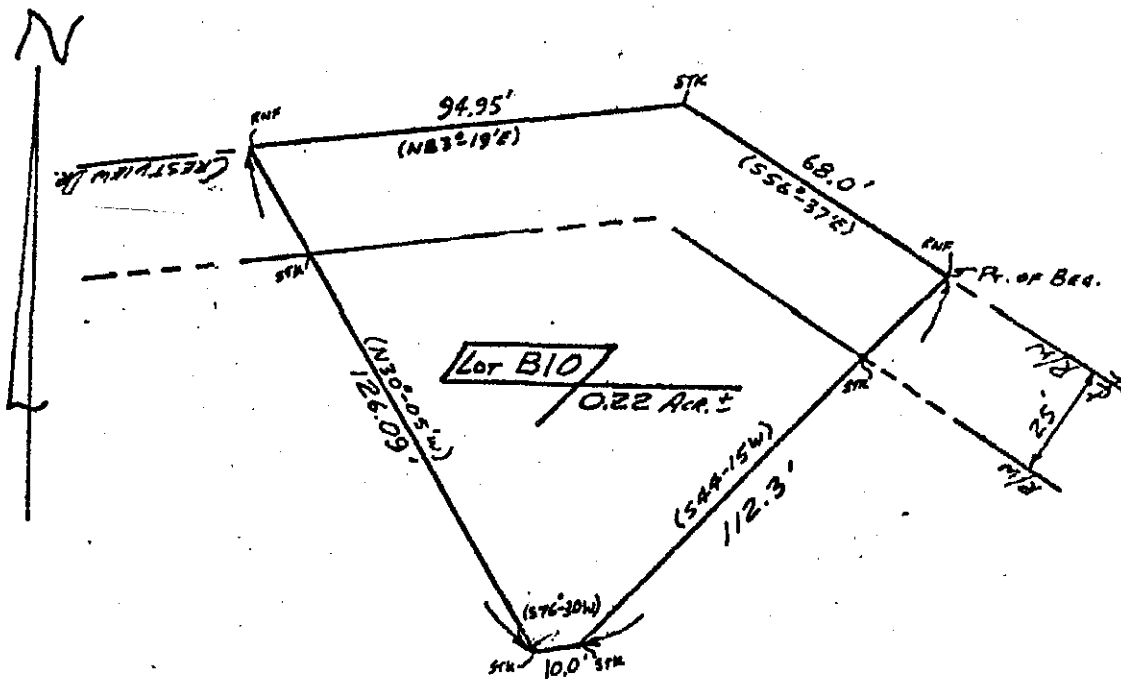
Lot B9, a part of the Southeast Quarter of the Northwest Quarter of Section 33, Township 12 North, Range 4 West, 2nd. Principal Meridian in Owen County, Indiana; described as follows:

Commencing at a point located 832.89 feet East of the Southwest Corner Stone of the Southeast Quarter of the Northwest Quarter of Section 33; then North 16.25 feet to a point; then North 53 degrees 14 minutes East 179.47 feet to a point on the center of R/W for Crestview Drive. Then on and along the center of said R/W to the point of beginning via the following courses: North 5 degrees 35 minutes West 225.75 feet; North 39 degrees 45 minutes East 173.25 feet; North 0 degrees West 115.35 feet; North 19 degrees 56 minutes West 260.9 feet; North 83 degrees 19 minutes East 174.95 feet; South 56 degrees 37 minutes East 68.0 feet to a point, said point being the point of beginning.

Thence from the point of beginning South 44 degrees 15 minutes West 112.3 feet to a point; thence South 34 degrees 20 minutes East 80.0 feet to a point; thence North 53 degrees 02 minutes East 149.0 feet to a point on the center of R/W for Crestview Drive; thence North 56 degrees 37 minutes West on and along said center of R/W 103.1 feet to the point of beginning, containing 0.27 acres more or less.



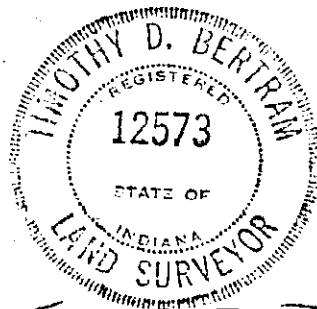
Timothy D. Bertman
 July 30, 1971



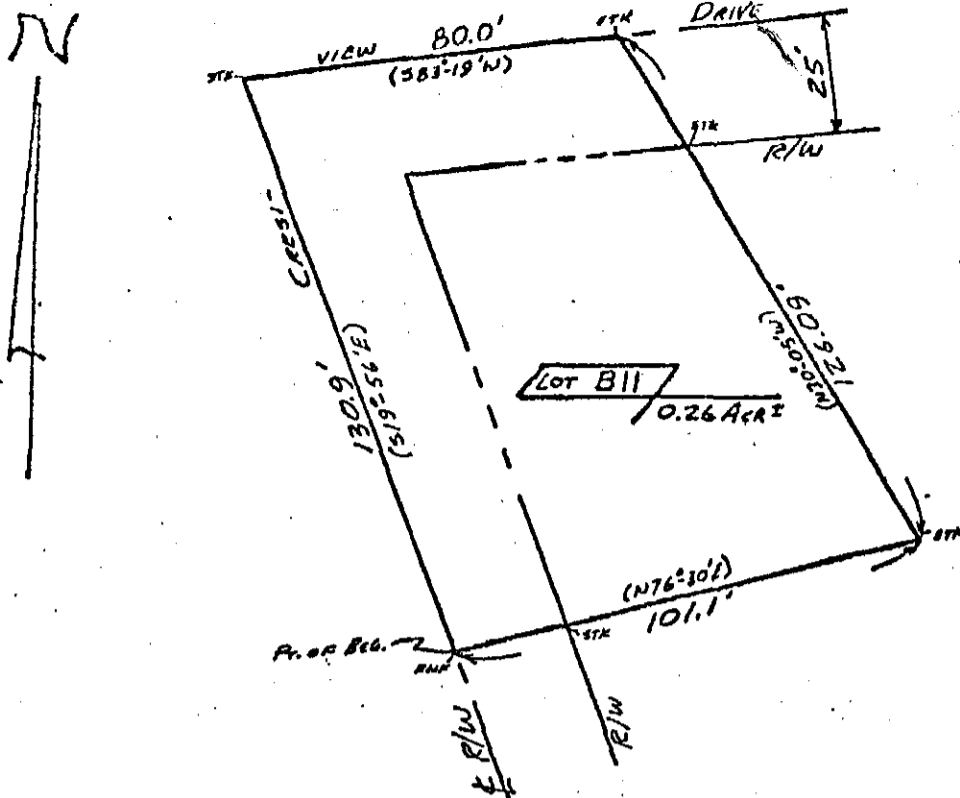
Lot B10, a part of the Southeast Quarter of the Northwest Quarter of Section 33, Township 12 North, Range 4 West, 2nd. Principal Meridian in Owen County, Indiana; described as follows:

Commencing at a point located 832.89 feet East of the Southwest Corner Stone of the Southeast Quarter of the Northwest Quarter of Section 33; then North 16.25 feet to a point; then North 53 degrees 14 minutes East 179.47 feet to a point on the center of R/W for Crestview Drive. Then on and along the center of said R/W to the point of beginning via the following courses: North 5 degrees 35 minutes West 225.75 feet; North 39 degrees 45 minutes East 173.25 feet; North 0 degrees West 115.35 feet; North 19 degrees 56 minutes West 260.9 feet; North 83 degrees 19 minutes East 174.95 feet; South 56 degrees 37 minutes East 68.0 feet to a point, said point being the point of beginning.

Thence from the point of beginning South 44 degrees 15 minutes West 112.3 feet to a point; thence South 76 degrees 30 minutes West 10.0 feet to a point; thence North 30 degrees 05 minutes West 126.09 feet to a point on the center of R/W for Crestview Drive; thence North 83 degrees 19 minutes East on and along said center of R/W 94.95 feet to a point; thence South 56 degrees 37 minutes East 68.0 feet to the point of beginning, containing 0.22 acres more or less.



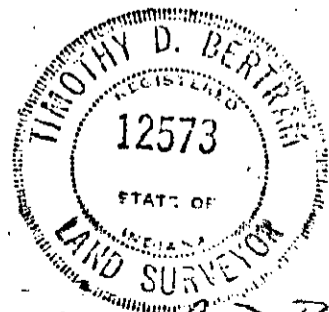
Timothy D. Bertram
JULY 30, 1974



Lot B11, a part of the Southeast Quarter of the Northwest Quarter of Section 33, Township 12 North, Range 4 West, 2nd Principal Meridian in Owen County, Indiana; described as follows:

Commencing at a point located 832.89 feet East of the Southwest Corner Stone of the Southeast Quarter of the Northwest Quarter of Section 33; then North 16.25 feet to a point; then North 53 degrees 14 minutes East 179.47 feet to a point on the center of R/W for Crestview Drive. Then on and along the center of said R/W to the point of beginning via the following courses: North 5 degrees 35 minutes West 225.75 feet; North 39 degrees 45 minutes East 173.25 feet; North 0 degrees West 115.35 feet; North 19 degrees 56 minutes West 130.0 feet to a point, said point being the point of beginning.

Thence from the point of beginning North 76 degrees 30 minutes East 101.1 feet to a point; thence North 30 degrees 05 minutes West 126.09 feet to a point on the center of R/W for Crestview Drive; thence South 83 degrees 19 minutes West on and along said center of R/W 80.0 feet to a point; thence South 19 degrees 56 minutes East on and along said center of R/W 130.9 feet to the point of beginning, containing 0.26 acres more or less.



Timothy D. Bertram
July 30, 1974