

90000861

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR DEER LAKE ESTATES

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR DEER LAKE ESTATES ("DECLARATION") made this 16th day of January, 1990, by MAURICE FRED LINVILLE and HELEN ANN LINVILLE, husband and wife, as Owner and Contract Seller, and JOSEPH SCOTT DEHART, an adult, as Contract Buyer, (hereinafter referred to as "DEVELOPER").

WITNESSETH THAT:

WHEREAS, DEVELOPER is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit "A" ("REAL ESTATE"); and

WHEREAS, DEVELOPER is developing the REAL ESTATE for residential building sites, which shall be known as "DEER LAKE ESTATES".

WHEREAS, DEVELOPER desires to subject the REAL ESTATE to certain covenants and restrictions ("COVENANTS") in order to further ensure that the development and use of the various lots on the REAL ESTATE is harmonious and does not adversely affect the value of other lots on the REAL ESTATE; and

WHEREAS, DEVELOPER desires to provide for maintenance of the lake area, and other improvements located or to be located in Deer Lake Estates, which are of common benefit to the Owners of various lots within said area, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the lake area and common roadways in Deer Lake Estates.

NOW, THEREFORE, DEVELOPER hereby declares that all of the real estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the DECLARANT and upon the parties having or acquiring any right, title, or interest, legal or equitable in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the DEVELOPER and every one of the DEVELOPER'S successors in title to the Real Estate or any part thereof.

ARTICLE I

GENERAL PURPOSE OF THIS DECLARATION

The REAL ESTATE is hereby subjected to the Covenants herein declared to preserve the value of the REAL ESTATE, to ensure proper use and appropriate improvement of the REAL ESTATE, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations of the REAL ESTATE, to prevent haphazard development thereof which may be inharmonious with other improvements on the REAL ESTATE, to preserve and maintain property setbacks from the lake and adequate free space between structures, to provide for adequate and proper maintenance and condition of the REAL ESTATE as to ensure a high quality appearance and condition of the REAL ESTATE, all for the purpose of preserving the values of all lots within Deer Lake Estates and to ensure desired high standards of maintenance of the REAL ESTATE, to the benefit of all Owners within Deer Lake Estates.

ARTICLE II

DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this DECLARATION, shall have the meanings assigned to them by this Article II:

Section 1. Deer Lake Estates

The term "Deer Lake Estates" means and includes all REAL ESTATE described in Exhibit "A".

Section 2. DEVELOPER

"DEVELOPER" means Joseph Scott Defart or any other person, firm, corporation or partnership which succeeds to the interest of such persons as developer of Deer Lake Estates.

Section 3. Easements.

"Easements" refer to those areas reserved as easements herein for the common benefit of all owners of lots in Deer Lake Estates, as defined in Sections 7 and 8 of this Article II.

Section 4. Lot.

"Lot" means any of up to eight (8) separate parcels conveyed in Deer Lake Estates.

Section 5. Mortgagee.

The term "Mortgagee" means any holder, insurer, or guarantor of the first mortgage on any Lot.

Section 6. Owner

"Owner" means any person or persons who acquire or have acquired from DEVELOPER legal and/or equitable title to any lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any lot, so long as such holder does not hold both legal and equitable title thereto.

Section 7. Lake Area.

"Lake Area" means the approximately 7 acre lake located on the REAL ESTATE.

Section 8. Common Roadways.

"Common Roadways" means the road located on that part of the REAL ESTATE described in Exhibit "B", attached hereto, running South of County Road 750W into Deer Lake Estates.

ARTICLE III

Section 1. Maintenance of Premises.

No lot shall be used for any purposes other than singlefamily residential.

Section 2.

No improvements shall be erected, placed or altered on any Lot until the builder, construction plans, specifications and

a plan showing the location of the structure or system have been approved by the Architectural Control Committee as to acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All road frontage fences must be constructed of wood and made of horizontally placed boards or rails of no more than five boards or rails high, with at least five inches space between the boards or rails. The vertical fence posts also must be of wood. Approval shall be as provided in Section 10.

Section 3.

No building shall be located on any lot nearer than fifty (50) feet to the lake, and no dock or other improvement shall extend more than fifteen (15) feet into the lake area. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

Section 4.

The shoreline of the lake is expected to be protected and to remain in its original condition during the building of any approved structure. Debris, dirt, brush, or trees are not to be pushed into the lake under any circumstances.

Section 5.

No member shall undertake the construction of a garage or accessory building on his lot or lots until he has undertaken construction of an approved dwelling house thereon.

Section 6.

At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

Section 7.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept stored where visible to other lots.

Section 8.

No structure of a temporary character shall be permitted on any lot at any time. Nor shall a partially completed dwelling be permitted. No outbuildings shall be permitted except those which are architecturally compatible with the main structure and approved by the Architectural Control Committee pursuant to Part 2 and 11 hereof.

Section 9.

The Architectural Control Committee is composed of three members, appointed by the DEVELOPER. The Committee shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee,

the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenants. At any time, the then recorded owners of seventy-five percent (75%) of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Section 10.

The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove within thirty (30) days after all required plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions has been commenced within sixty (60) days of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 11.

With written approval of the Architectural Control Committee, and where, in the opinion of the said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to the lake than above provided.

Section 12.

No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health and has the approval of the Architectural Control Committee. On a waterfront lot, the house will normally be between the lake and the absorption field. In those instances where the topography is such that this is not feasible other arrangements will be considered on an individual basis by the Architectural Control Committee. In those instances where the absorption field is between the lake and the house, a distance of seventy-five (75) feet from the closest point of the lake and any part of the field is required (as measured on the horizontal projection).

Section 13.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

Section 14.

No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15.

Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

Section 16.

A. A one story single family home shall have not less than 1500 square feet living area, exclusive of garages and porches.

B A two story home shall have not less than 900 square feet of living area on the ground floor, and not less than 1600 square feet of living area for all floors, exclusive of garages and porches.

Section 17.

No multi-family dwelling, as the term is used in the Johnson County Zoning Ordinance shall be permitted.

Section 18.

Each house constructed on a lot shall have a garage to accommodate at least two (2) cars but no more than four (4) motor vehicles.

ARTICLE IV
LOF OWNERS ASSOCIATION

Section 1.

The Common Roadways, comprising approximately 4 acres, shall be owned and controlled as tenants in common of an undivided 8th interest by the owners of lots in Deer Lake Estates.

Section 2.

The owners together with guests in their presence, shall have the exclusive rights to use the enjoyment of the Lake Area and the Common Roadways provided, however, the island in the Lake Area shall not be used except as a wildlife preserve.

Section 3.

Until such time as 8 lots are sold in Deer Lake Estates, or December 31, 1993, whichever is earlier, it shall be the responsibility of the DEVELOPER, their successors and assigns, to provide for the maintenance, repair and upkeep of said Lake Area and Common Roadways. The costs of such maintenance, repairs and upkeep shall be divided equally among the Owners of conveyed lots. The DEVELOPER shall prepare an annual budget and assess such Owners for each calendar year, which assessment shall be due January 2 of each year. To this end, such Developer shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4.

Upon conveyance of 8 lots, the co-owners shall form an association in which each lot owner shall have one vote in the

selection of a Board of Managers which shall consist of three members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

Section 5.

The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake Area and Common Roadways. Such budget shall be established annually on or before January 1st of each year for the ensuing twelve (12) month period.

Section 6.

Assessments shall be equally paid by each voting member thirty days from the date of billing, and there shall be a late charge of two percent (2%) per month on all delinquent payments.

Section 7.

Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the DEVELOPER, the Board of Managers or any co-owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8.

After formation of the Association, in the event of a dispute arising from the maintenance, repair and upkeep of the Lake Area and Common Roadways, any voting member upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, a meeting of the Owners shall be held at which meeting by a majority vote, such dispute shall be resolved.

Section 9.

The DEVELOPER and the Board of Managers shall not be held personally liable in the discharge of their duties except for wilful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the DEVELOPER or Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of Lake Area and Common Roadways usage.

Section 10.

No voting member or third party shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the REAL ESTATE or proper lake management.

ARTICLE V

GENERAL PROVISIONS

Section 1. Covenants Run With the Land

The covenants created by this DECLARATION shall attach to and run with the REAL ESTATE and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the REAL ESTATE.

Section 2. Scope of Covenants

DEVELOPER and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, and conditions, contained in this DECLARATION, and the same shall be of mutual and reciprocal benefit to DEVELOPER and each Owner of each Lot. DEVELOPER and each Owner shall be entitled to enforce this DECLARATION against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this DECLARATION only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this DECLARATION which occurred while said Owner had such interest.

Section 3. Attorneys' Fees

As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this DECLARATION or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceeding, or the parties, by agreement, may fix the payment of appropriate attorney fees should any issue be litigated or settled by agreement without court proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights

The failure of DEVELOPER, the Association, or any owner to enforce any term, Covenant, or Conditions, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or Condition.

Section 5. Rights of Mortgagees

Except to the extent otherwise provided in Article IV no breach of this DECLARATION shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the REAL ESTATE: provided, however, that if all or any portion of said REAL ESTATE is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this DECLARATION. The provisions hereinabove notwithstanding, the Owners shall have no right to make any amendment to this DECLARATION which materially impairs the rights of any Mortgagee holding, insuring or guaranteeing any mortgage on all or any portion of the REAL ESTATE at the time of such amendment.

Section 6. Effect of Invalidation

If any provision of this DECLARATION is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings

Section headings used herein are used for convenience only and are not intended to be a part of this DECLARATION or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices

All notices in connection with this DECLARATION shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing as the Owner; or (b) seventy-two (72) hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the latest tax records of the Treasurer of Johnson County, Indiana.

Section 9. Provisions Against Merger

DEVELOPER hereby intends that the REAL ESTATE shall be subject to this DECLARATION, that the Covenants contained herein shall not be merged into the title of the DEVELOPER regardless of whether DEVELOPER is the fee title owner of all or any part of the REAL ESTATE at the time this DECLARATION is executed or recorded.

IN WITNESS WHEREOF, the DEVELOPER has caused this DECLARATION to be executed on the date and year first above written.

OWNER

Maurice Fred Linville
MAURICE FRED LINVILLE,
CONTRACT SELLER

Helen Ann Linville
HELEN ANN LINVILLE,
CONTRACT SELLER

STATE OF INDIANA

COUNTY OF JOHNSON)

DEVELOPER

Joseph Scott Dehart
JOSEPH SCOTT DEHART,
CONTRACT BUYER

CHICAGO TITLE
SS:)

Before me, a Notary Public in and for said County and State, personally appeared Maurice Fred Linville and Helen Ann Linville, husband and wife, as "OWNER AND CONTRACT SELLER" and Joseph Scott Dehart, an adult, as "DEVELOPER AND CONTRACT BUYER", who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for Deer Lake Estates, and who having been duly sworn upon their oath stated that the representations therein contained are true. Witness my hand and Notarial Seal this 18th day of January, 1990.

My Commission Expires:

April 28, 1991

Roy L. Dickinson
ROY L. DICKINSON, NOTARY PUBLIC,
A RESIDENT OF JOHNSON COUNTY,
STATE OF INDIANA.

This Declaration of Covenants and Restrictions For Deer Lake Estates was prepared by Roy L. Dickinson, Attorney.

"EXHIBIT A"

Perimeter Description:

A part of the Southwest quarter of the Southwest quarter of Section 28, and the North Half of the Northwest quarter of Section 33, all in township 11 North, Range 4 East of the Second Principal Meridian, Nineveh Township, Johnson County, Indiana, described as follows:

Commencing at the Northeast corner of said Southwest quarter section as evidenced by a railroad spike found in place; thence South 00 degrees 00 minutes West (assumed bearing) on and along the Easterly line of said Southwest quarter section 373.36 feet to the Place of Beginning of this described tract; thence continuing South 00 degrees 00 minutes West on and along said line 958.76 feet to an iron pin found in place and marking the Southeast corner of said Southwest quarter section; thence North 88 degrees 03 minutes 07 seconds East on and along the North line of said North Half quarter section 1339.77 feet to an iron pin found in place and marking the Northeast corner thereof; thence South 00 degrees 08 minutes 43 seconds East on and along the East line of said North half quarter section 1307.50 feet to the Southeast corner thereof as marked by a stone found in place; thence South 87 degrees 59 minutes 04 seconds West on and along the South line of the said North half quarter section 787.76 feet to an iron pin marking the Southeast corner of a 11.364 Acre tract; thence North 02 degrees 00 minutes 56 seconds West on and along the East line of said tract 450.00 feet to the Northeast corner thereof; thence South 87 degrees 59 minutes 04 seconds West on and along the North line of said tract and the westerly extension thereof 1146.80 feet to an iron pin; thence North 02 degrees 00 minutes 56 seconds West 397.16 feet to an iron pin; thence South 87 degrees 59 minutes 04 seconds West 50.00 feet to an iron pin; thence South 02 degrees 00 minutes 56 seconds East 312.52 feet to an iron pin; thence South 87 degrees 59 minutes 04 seconds West 686.91 feet to an iron pin located in the west line of said North half quarter section that is 535.00 feet North 00 degrees 05 minutes 16 seconds East from the Southwest corner thereof; thence North 00 degrees 05 minutes 16 seconds East on and along the said West line 786.73 feet to a stone found in place and marking the Northwest corner of said North half quarter section; thence North 88 degrees 30 minutes 56 seconds East on and along the North line of said North half quarter section 460.48 feet to an iron pin set 885.08 feet (deed and measured distance) South 88 degrees 30 minutes 56 seconds West of the said Southeast corner of the Southwest quarter section; thence North 00 degrees 00 minutes 13 seconds East 1328.99 feet to an iron pin set in the North line of said Southwest quarter quarter section; thence North 88 degrees 18 minutes 44 seconds East on and along last said North line 555.53 feet; thence South 10 degrees 00 seconds East 152.09 feet; thence South 54 degrees 47 minutes 02 seconds East 370.87 feet to the Place of Beginning, Containing 84.704 Acres, more or less, subject to all legal rights-of-way, easements and restrictions.

Jan 24 9 37 AM '90

Survey recorded in FILE K

PAGE a-1

RECEIVED FOR RECORD
BOOK <u>62</u> PAGE <u>18</u>
JACQUELINE E. KELLER
JOHNSON COUNTY RECORDER

OWNER: MAURICE F. & HELEN A. LINVILLE

K-21

CONTRACT PURCHASER:

90000860

JOSEPH SCOTT DEHART

NW COR. 1/4 SW 1/4 SECT. 28T11N R4E

IRON PIN SET 15' E & 215' S. OF FENCE COR.

W. LINE SW 1/4 SECT. 28-11-4E

SCALE: 1"=200'



NW COR. SW 1/4 SECT. 28T11N R4E
NW COR. SW 1/4 SECT. 33-11-4

N 00°-05'-16" E 1721.73'
728.73'
786.75'

N 00°-06'-40" E 1327.28'

N 00°-00'-13" E 1328.99'

N LINE SW 1/4 SW 1/4 N 88°-08'-44" E 1348.21'

TRACT 1
10.0246 AC

TRACT 2
10.044 AC

TRACT 3
10.048 AC

TRACT 4
10.405 AC

IRON PIN SET
T'N. OF
COR. POINT
N 88°-30'-56" E
460.48'
5 00°-00'-00"

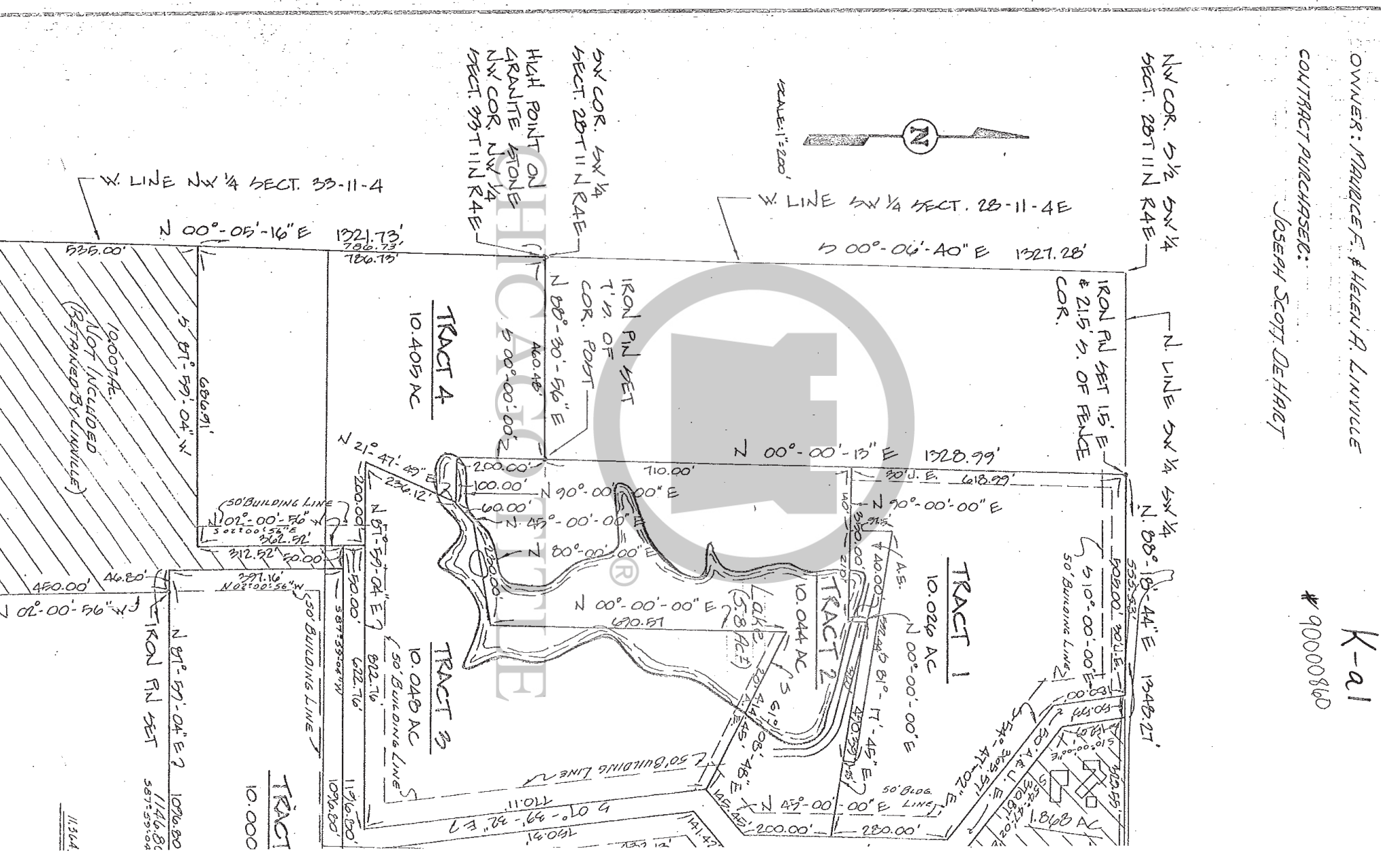
N 21°-47'-49" E 200.00'
N 90°-00'-00" E 710.00'
N 45°-00'-00" E 60.00'
N 80°-00'-00" E 690.51'
N 00°-00'-00" E 490.51'

5225.00'
N 81°-59'-04" W 686.91'
19007 AC
NOT INCLUDED
(RESTAINED BY LINVILLE)

N 81°-59'-04" E 7 1096.80'
IRON PIN SET 1146.80'
587°59'04"
N 02°-00'-56" W 46.80'
450.00'
N 02°-00'-56" W 46.80'

TRACT
10.000

11364



K-a-1

R. 5 1/2 x 1/4
28 TIN RAE

A part of the Southwest quarter of the Southwest quarter of Section 28,
Township 11 North, Range 4 East of the Second Principal Meridian, Minnesota,
beginning at the Northwest corner of said Southwest quarter
section as evidenced by a railroad spike found in place;
commencing at the Northwest corner of said Southwest quarter
section as evidenced by a railroad spike found in place;
along the North line of said Southwest quarter (assumed bearing) on and
the line of beginning of the within described tract;
thence South 54 degrees 47 minutes 00 seconds East 180.00 feet;
thence South 10 degrees 00 minutes 00 seconds East 365.57 feet;
thence South 00 degrees 00 minutes 00 seconds East 365.57 feet;
of said Southwest quarter section parallel with the East line
thence North 81 degrees 17 minutes 45 seconds West 280.00 feet;
thence South 00 degrees 00 minutes 00 seconds East 450.39 feet;
of said Southwest quarter section 40.00 feet to a point in a lake;
thence North 00 degrees 00 minutes 00 seconds West 350.00 feet;
thence North 90 degrees 00 minutes 13 seconds East section to the North
line of said Southwest quarter section;
thence North 88 degrees 18 minutes 44 seconds East on and along said North
line 505.00 feet to the place of beginning, containing 10.026 acres, more or
less.

TRACT NO. 2

Also, subject to all other legal rights-of-way, easements and restrictions,
(See description below)

Also, subject to an Access Easement for the benefit of the tract to the South
(Tract #2) described as follows:
for showned, so as to end on the easterly and southerly lines of said tract.
described tract. The easterly and southerly lines of the above-
of, parallel to, and adjoining the southerly and easterly lines of the above-

subject to a Utility Easement thirty (30) feet in width, lying East and South
of, parallel to, and adjoining the southerly and easterly lines of the above-
described tract. The easterly and southerly lines of the above-
mentioned tract are to be lengthened
to the end of the tract to the South
(Tract #2) described as follows:
Also, subject to all other legal rights-of-way, easements and restrictions,
(See description below)

TRACT NO. 1

A part of the Northeast quarter of the Northeast quarter of the North
Township 11 North, Range 4 East of the Second
Principal Meridian, Indiana, described
beginning at the Southeast corner of sa
ction as evidenced by a stone found;
thence South 87 degrees 59 minutes 06 seconds
South line of said Northeast quarter quarter
line of said Northeast quarter quarter
thence North 02 degrees 00 minutes 56 seconds
thence North 87 degrees 00 minutes 56 seconds
thence North 87 degrees 59 minutes 06 seconds
Line of said Northeast quarter quarter

TRACT NO. 7

A part of the North Half of the Northeast
Township 11 North, Range 4 East of the Second Principal
Meridian, Indiana, described as fo
commencing at the Southeast corner
of said Northeast quarter quarter
section as evidenced by a railroad spike found in place;
thence South 82 degrees 18 minutes 44 seconds West (assumed bearing) on and
along the North line of said Southwest quarter (assumed bearing) on and
the line of beginning of the within described tract;
thence South 54 degrees 47 minutes 00 seconds East 180.00 feet;
thence South 10 degrees 00 minutes 00 seconds East 365.57 feet;
thence South 00 degrees 00 minutes 00 seconds East 365.57 feet;
of said Southwest quarter section parallel with the East line
thence North 81 degrees 17 minutes 45 seconds West 280.00 feet;
thence South 00 degrees 00 minutes 00 seconds East 450.39 feet;
of said Southwest quarter section 40.00 feet to a point in a lake;
thence North 00 degrees 00 minutes 00 seconds West 350.00 feet;
thence North 90 degrees 00 minutes 13 seconds East section to the North
line of said Southwest quarter section;
thence North 88 degrees 18 minutes 44 seconds East on and along said North
line 505.00 feet to the place of beginning, containing 10.026 acres, more or
less.

TRACT

There is No Tract No. 5 on This Plat.

PROPERTY DESCRIPTION

A part of the southwest quarter of the southwest quarter of section 28, and the north half of the northwest quarter of section 33, all in Township 11 North, Range 4 East of the second Principal Meridian, Minnehaha Township, Johnson County, Indiana, described as follows:

Commencing at the northwest corner of said southwest quarter section as evidenced by a railroad spike found in place;

thence south 00 degrees 00 minutes West (assumed bearing) on and along the place of beginning of said southwest quarter section 173.36 feet to the southwest corner of said southwest quarter section 00 degrees 00 minutes West on and along the East line of said North half quarter section 1339.77 feet to an iron pin found in place and marking the northeast corner thereof;

thence south 08 degrees 08 minutes East on and along the East line of said North half quarter section 1592.50 feet to the southeast corner thereof as marked by a stone found in place;

thence south 87 degrees 39 minutes 04 seconds West on and along the South line of said North half quarter section 187.76 feet to an iron pin marking the southwest corner of a 11.364 Acre tract;

thence North 07 degrees 00 minutes 56 seconds West on and along the East line of said tract 450.00 feet to the Northwest corner thereof;

thence South 87 degrees 59 minutes 04 seconds West on and along the North line of said tract and the westerly extension thereof 1166.80 feet to an iron pin;

thence North 02 degrees 00 minutes 56 seconds West 50.00 feet to an iron pin;

thence South 87 degrees 59 minutes 04 seconds West 50.00 feet to an iron pin;

thence South 37 degrees 59 minutes 56 seconds East 312.52 feet to an iron pin;

located in the West line of said North half quarter section that is 525.00 feet North 00 degrees 05 minutes 16 seconds East from the southwest corner thereof;

thence North 00 degrees 05 minutes 16 seconds East on and along the said West line 386.73 feet to a stone found in place and marking the Northwest corner of said North half quarter section;

thence North 88 degrees 30 minutes 56 seconds East on and along the North line of said North half quarter section 609.48 feet to an iron pin set 885.08 feet (dead and measured distance) South 88 degrees 30 minutes 56 seconds West of the said Southeast corner of the Southwest quarter section;

thence North 00 degrees 00 minutes 13 seconds East 1328.99 feet to an iron pin set in the North line of said Southwest quarter section;

thence North 00 degrees 00 minutes 13 seconds East 1328.99 feet to an iron pin set in the North line of said Southwest quarter section;

thence North 88 degrees 18 minutes 46 seconds East on and along the said North line 555.53 feet;

thence South 10 degrees 00 minutes 00 seconds East 152.09 feet;

thence South 56 degrees 47 minutes 02 seconds East 170.82 feet to the place of beginning, containing 84.704 Acres, more or less, subject to all legal rights of way, easements and restrictions.

A part of the Southwest quarter of the Southwest quarter of section 28, and a part of the North half of the Northwest quarter of section 33, all in Township 11 North, Range 4 East of the second Principal Meridian, Minnehaha Township, Johnson County, Indiana, described as follows:

Commencing at the Northeast corner of said Southwest quarter section as evidenced by a railroad spike found in place;

thence South 88 degrees 44 seconds West (assumed bearing) on and along the North line of said Southwest quarter section 329.55 feet to the place of beginning of the within described tract;

thence South 10 degrees 00 minutes 00 seconds East 152.09 feet;

thence South 56 degrees 47 minutes 02 seconds East 170.82 feet to the East line of said Southwest quarter section;

thence South 00 degrees 00 minutes 00 seconds East along said East line 526.63 feet;

thence South 43 degrees 00 minutes 00 seconds West 141.42 feet;

thence South 07 degrees 39 minutes 02 seconds East 750.31 feet;

thence North 07 degrees 59 minutes 04 seconds East parallel with the South line of said North half section 523.80 feet;

thence South 87 degrees 59 minutes 04 seconds East 50.00 feet;

thence South 02 degrees 00 minutes 56 seconds West 50.00 feet;

thence North 87 degrees 59 minutes 04 seconds East parallel with the South line of said North half section 1196.80 feet;

thence North 02 degrees 00 minutes 56 seconds West 50.00 feet;

thence North 07 degrees 59 minutes 02 seconds West 770.11 feet;

thence North 45 degrees 30 minutes 00 seconds East 145.45 feet;

thence North 00 degrees 00 minutes 00 seconds East parallel with the East line of said Southwest quarter section 680.00 feet;

thence North 10 degrees 00 minutes 00 seconds West 180.00 feet to the North line of said Southwest quarter section;

thence North 56 degrees 47 minutes 02 seconds West 365.57 feet;

thence North 10 degrees 00 minutes 00 seconds West 180.00 feet to the North line of said Southwest quarter section;

thence North 00 degrees 18 minutes 46 seconds East 30.53 feet to the place of beginning, containing 3.602 Acres, more or less, subject to all other legal rights-of-way, easements and restrictions.

JAN 24 9 34 AM '90

ACCESS AND WIDTH BASED UP

BENEFITS TRACTS 1, 2, 3, 4, 6, 7, 8 & 9

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 JACQUOLINE E. KELLER
 JOHNSON COUNTY RECORDER

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