

DECLARATION OF RESTRICTIONS FOR TWO AND THREE
HORSE LANDING DEVELOPMENT PROJECT

THIS DECLARATION made this 10th day of May, 1985, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"), WITNESSES:

WHEREAS, the Developer is the owner of all of the lands contained in the area described in Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the "Horse Landing Development Project-Sections Two and Three" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof:

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title of interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate.

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

A. "Committee" shall mean the Horse Landing Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the office of the Recorder of Hamilton County, Indiana.

This Instrument Recorded May 10 1985
Mary L. Clark Recorder Hamilton County Ind

C. 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 Indianapolis Water Company by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

D. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, 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.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuilding shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and the Developer, recorded in Book 121, Instrument No. 4862 in the office of the Recorder of Hamilton County, Indiana, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on waterfront residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be 1,500 square feet, and minimum square footage of living space of dwellings constructed on off-water residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be 1,100 square feet.

B. Residential Set-Back Requirements.

(1) In General. Unless otherwise provided in these Restrictions or on the recorded plat, no dwelling house or above grade structure shall be

constructed or placed on any residential lot in the Development except as provided herein. The living area of any dwelling shall not be constructed lower than an elevation of 817 feet above mean sea level.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(iii) Front Yards. The front building set-back line shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

(iv) Side Yards. The side yard set-back lines shall not be less than 6 feet from the side lines of the lot.

(v) Rear Yards. The rear set-back line shall be at least 20 feet from the rear line, but if the lot abuts on Morse Reservoir the Committee may determine that the location of the building line adjacent to the Reservoir shall be otherwise.

C. Fences and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two trees growing upon it by the time a house is completed on a lot. If this requires plantings by an Owner, the Committee must approve the size and location of such trees.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick or any other similar material. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

E. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Every house in the Development must have a garage.

F. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall 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.

G. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

H. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Where applicable, prevent debris or foreign material from entering Morse Reservoir, or, when any such debris has entered Morse Reservoir from the lot, remove the same immediately.

(vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(vii) All tools, equipment and materials such as lawn mowers, bicycles and toys shall be stored so as not to be visible from any street or other lot in the Development.

I. Developer's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to the Developer shall be collected in any reasonable manner from the owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter Morse Reservoir. No discharge from any floor drain shall be permitted to enter into Morse Reservoir. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Indianapolis Water Company or the Developer in any manner provided at law or in equity. The cost of expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither Indianapolis Water Company, the Developer, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No campers, trailers, boats or similar vehicles shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be screened in such a manner that it is not openly visible to occupants of other lots in the Development, the users of any street in the Development or to persons upon Morse Reservoir. A determination of what constitutes adequate screening in order to satisfy the requirements of this restriction shall be the responsibility of the Committee.

E. Garbage and Other Refuse. No Owner of a lot 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 lot except as may be permitted in subparagraph F below.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

G. Model Homes. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, camper, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

I. Docks and Piers. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than 25 feet from the shore into Morse Reservoir and in no event shall any pier, dock or other structure be erected that does not conform to the specifications established by the Committee.

J. Beaches. No beach may be constructed on Morse Reservoir unless the plans and specifications for the beach are submitted to and approved by the Committee. Beaches shall be constructed of sand only, which shall not extend farther than 25 feet from the shoreline into Morse Reservoir. No spoil materials shall be placed or allowed to collect in Morse Reservoir which result from beach construction.

K. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee.

L. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

M. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic be installed on any of the lots in the Development, without the approval of the Committee.

6. MORSE LANDING DEVELOPMENT CONTROL COMMITTEE.

A. Powers of Committee.

(1) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require.

All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(aa) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(cc) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other Owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. Piers, Boat Docks, and Boathouses. When the Committee shall permit the construction or placing of a structure wholly or partly within Morse Reservoir, such permits shall constitute a license, and only a license, from the Indianapolis Water Company and the Developer or its successors in title to Morse Reservoir, and said structures must have the prior approval of the Committee.

E. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

8. USE OF THE RESERVOIR.

All operation of boats upon Morse Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the Developer and the Indianapolis Water Company according to the procedures set out in the License Agreement recorded in Book 121, Instrument No. 4863, in the office of the Recorder of Hamilton County, Indiana. That committee shall have the power to assess fines for the violation of any limitations on boat traffic on Morse Reservoir in accordance with the schedule of fines promulgated by it. Every such fine shall be paid promptly upon its being assessed.

9. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer or Indianapolis Water Company (with respect to activities that affect Morse Reservoir), may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer or Indianapolis Water Company, shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

10. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or 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 agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

11. TITLES.

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The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2005, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development, or Indianapolis Water Company with regard to its Morse Reservoir.

13. 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.

10th IN TESTIMONY WHEREOF, witness the signature of the Declarant this day of May, 1985.

THE SHOREWOOD CORPORATION

By Stanley E. Hunt
Stanley E. Hunt, President

John F. Culp
John F. Culp, Assistant Secretary

STATE OF INDIANA)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and John F. Culp, the President and Assistant Secretary respectively of The Shorewood Corporation, and acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and Notarial Seal this 10th day of May, 1985.

Marilyn L. Dwyer
Marilyn L. Dwyer, Notary Public

My Commission Expires: 10-14-88
My County of Residence: Boone

A part of the Northwest Quarter of Section 1, Township 19 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East Half of the Northeast Quarter of Section 2, Township 19 North, Range 4 East in Hamilton County, Indiana which bears North 00 degrees 38 minutes 53 seconds East 2639.92 feet from a stone at the Southwest corner of the East Half of the Southeast Quarter of said Section 2, and South 89 degrees 37 minutes 40 seconds West 1342.41 feet from a stone at the Southeast corner of the Northeast Quarter of said Section 2 (said commencing point being on the West boundary of the land conveyed to James R. Steckley by a Warranty Deed recorded on July 7, 1978 in Book 305 on pages 460 and 461 as Instrument #2246 in the Office of the Recorder of said County); thence along said boundary and along the West line of the East Half of the Southeast Quarter of said Section 2, South 00 degrees 38 minutes 53 seconds West 77.00 feet to the Southwest corner of said land of Steckley (the next four courses are along the South and East boundaries of said land); (1) thence South 89 degrees 47 minutes 42 seconds East 375.00 feet; (2) thence South 55 degrees 47 minutes 42 seconds East 385.00 feet; (3) thence North 52 degrees 12 minutes 18 seconds East 423.00 feet; (4) thence North 27 degrees 12 minutes 18 seconds East 336.50 feet to the Northeast corner of said land which corner is the Southeast corner of the land conveyed to James R. Steckley by a Corrective Warranty Deed recorded on August 7, 1978 in Book 306 on pages 227 through 229 as Instrument #4077 in said Office; thence along the East boundary of said land of Steckley (per Inst 4077) and passing into said Northwest Quarter of Section 1 North 43 degrees 12 minutes 18 seconds East 449.39 feet to the Northeast corner of last said land which corner is the Southeast corner of the land conveyed to James R. Steckley by a Warranty Deed recorded on July 7, 1978 in Book 305 on pages 463 and 464 as Instrument 2247 in said Office (the next three courses are along the East boundary of last said land); (1) thence North 10 degrees 00 minutes 00 seconds East 515.00 feet; (2) thence North 39 degrees 30 minutes 00 seconds East 465.00 feet; (3) thence South 79 degrees 30 minutes 00 seconds East 105.00 feet to the POINT OF BEGINNING (the next three courses continue to follow the boundary of the last said land of Steckley, per Instrument 2247) (1) thence South 79 degrees 30 minutes 00 seconds East 485.00 feet; (2) thence North 79 degrees 30 minutes 00 seconds East 215.00 feet; (3) thence North 13 degrees 30 minutes 00 seconds East 469.92 feet; thence, leaving said boundary, South 55 degrees 00 minutes 00 seconds East 173.32 feet; thence South 76 degrees 30 minutes 00 seconds East 70.00 feet; thence North 13 degrees 30 minutes 00 seconds East 35.00 feet; thence South 63 degrees 00 minutes 00 seconds East 100 feet more or less to the shoreline of Morse Reservoir, as shore line would have been established December 30, 1960, plus accretion and minus erosion (with the water level thereof at an elevation of 810.0 feet above mean sea level); thence to the right along the meanderings of said shoreline 2600 feet, more or less, to a point which is 230 feet, more or less, South 03 degrees 00 minutes 00 seconds East of a point on a curve from which the radius point lies 205.83 feet South 15

degrees 02 minutes 00 seconds East which point on a curve is an arc distance of 25.03 feet Northeasterly of a point on said curve which bears North 22 degrees 00 minutes 00 seconds West from said radius point which (last said) point on a curve is 70.00 feet South 22 degrees 00 minutes 00 seconds East of a point which is 196.44 feet South 05 degrees 55 minutes 43 seconds West of the Point of Beginning; thence North 03 degrees 00 minutes 00 seconds West 230 feet, more or less, to a point on a curve from which the radius point lies 205.83 feet South 15 degrees 02 minutes 00 seconds East which point on a curve is an arc distance of 25.03 feet Northeasterly of a point on said curve which bears North 22 degrees 00 minutes 00 seconds West from said radius point which (last said) point on a curve is 70.00 feet South 22 degrees 00 minutes 00 seconds East of a point which is 196.44 feet South 05 degrees 55 minutes 43 seconds West of the Point of Beginning, thence Southwesterly along said curve an arc distance of 25.03 feet to a point which bears North 22 degrees 00 minutes 00 seconds West from said radius point; thence North 22 degrees 00 minutes 00 seconds West 70.00 feet; thence North 05 degrees 55 minutes 43 seconds East 196.44 feet to the Point of Beginning, containing 20 acres, more or less.

And Also,

A part of the East Half of Section 2, and part of the West Half of Section 1, Township 19 North, Range 4 East in Hamilton County, Indiana more particularly described as follows:

Commencing at the Southwest corner of the East Half of the Northeast Quarter of Section 2, Township 19 North, Range 4 East in Hamilton County, Indiana which bears North 00 degrees 38 minutes 53 seconds East 2639.92 feet from a stone at the Southwest corner of the East Half of the Southeast Quarter of said Section 2 and South 89 degrees 37 minutes 40 seconds West 1342.41 feet from a stone at the Southeast corner of the Northeast Quarter of said Section 2 (said commencing point being on the West boundary of the land conveyed to James R. Steckley by a Warranty Deed recorded on July 7, 1978 in Book 305 on pages 460 and 461 as Instrument 2246 in the Office of the Recorder of said County); thence along said boundary and along the West line of the East Half of the Southeast Quarter of said Section 2 South 00 degrees 38 minutes 53 seconds West 77.00 feet to the Southwest corner of said land of Steckley (the next four courses are along the South and East boundaries of said land); (1) thence South 89 degrees 47 minutes 42 seconds East 375.00 feet; (2) thence South 55 degrees 47 minutes 42 seconds East 385.00 feet; (3) thence North 52 degrees 12 minutes 18 seconds East 423.00 feet; (4) thence North 27 degrees 12 minutes 18 seconds East 336.50 feet to the POINT OF BEGINNING at the Northeast corner of said land, which corner is the Southeast corner of the land conveyed to James R. Steckley by a Corrective Warranty Deed recorded on August 7, 1978 in Book 306 on pages 227 through 229 as Instrument 4077 in said office; thence along the East boundary of said land of Steckley (per Instrument 4077) (and passing into said West Half of Section 1) North 43 degrees 12 minutes 18 seconds East 449.39 feet to the Northeast corner of the last said land which corner is the Southeast corner of the land conveyed to James R. Steckley by a Warranty Deed

recorded on July 7, 1978 in Book 305 on pages 463 and 464, as Instrument 2247 in said Office (the next three courses are along the East boundary of last said land); (1) thence North 10 degrees 00 minutes 00 seconds East 515.00 feet; (2) thence North 39 degrees 30 minutes 00 seconds East 465.00 feet; (3) thence South 79 degrees 30 minutes 00 seconds East 105.00 feet; thence, leaving said boundary, South 05 degrees 55 minutes 43 seconds West 196.44 feet; thence South 22 degrees 00 minutes 00 seconds East 70.00 feet to a point on a curve from which the radius point lies South 22 degrees 00 minutes 00 seconds East 205.83 feet; thence Northeasterly along said curve an arc distance of 25.03 feet to a point which bears North 15 degrees 02 minutes 00 seconds West from said radius point; thence South 03 degrees 00 minutes 00 seconds East 230 feet more or less to the shoreline of Morse Reservoir, as said shoreline would have been established December 30, 1960, plus accretion and minus erosion (with the water level thereof at an elevation of 810.00 feet above mean sea level); thence to the right along the meanderings of said shoreline 2300 feet, more or less, to a point which is 96 feet, more or less South 34 degrees 30 minutes 00 seconds East of a point on a curve from which the radius point lies South 55 degrees 45 minutes 14 seconds East 854.42 feet which point (on a curve) is an arc distance of 10.55 feet Northeasterly of a point on said curve which bears North 56 degrees 27 minutes 42 seconds West from said radius point which (last said) point on a curve is 70.00 feet South 56 degrees 27 minutes 42 seconds East of a point which is 73.00 feet South 17 degrees 00 minutes 00 seconds West of a point which is 160.45 feet South 67 degrees 04 minutes 30 seconds East of the Point of Beginning; thence North 34 degrees 30 minutes 00 seconds West 96 feet, more or less to a point on a curve from which the radius point lies South 55 degrees 45 minutes 14 seconds East 854.42 feet which point (on a curve) is in an arc distance of 10.55 feet Northeasterly of a point on said curve which bears North 56 degrees 27 minutes 42 seconds West from said radius point which (last said) point on a curve is 70.00 feet South 56 degrees 27 minutes 42 seconds East of a point which is 73.00 feet South 17 degrees 00 minutes 00 seconds West of a point which is 160.45 feet South 67 degrees 04 minutes 30 seconds East of the Point of Beginning; thence Southwesterly along said curve an arc distance of 10.55 feet to a point which bears North 56 degrees 27 minutes 42 seconds West from said radius point; thence North 56 degrees 27 minutes 42 seconds West 70.00 feet (passing into said East Half of Section 2); thence North 17 degrees 00 minutes 00 seconds East 73.00 feet; thence North 67 degrees 04 minutes 30 seconds West 160.45 feet to the Point of Beginning, containing 25 acres, more or less.

MARY L. CLARK
RECORDER
HAMILTON COUNTY, IND.

RECEIVED
FOR RECORD
MAY 10 10 28 AM '85

This Instrument Recorded May 10 1985
Mary L. Clark, Recorder, Hamilton County, Ind.