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Subdivision Covenants and Restrictions

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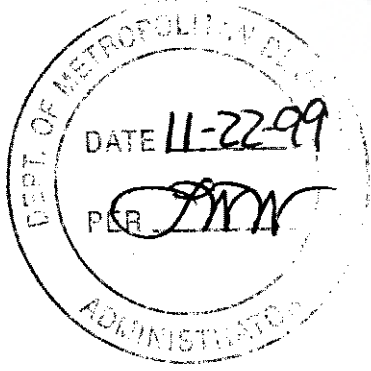
MARTHA A. WOMACKS
MARION COUNTY RECORDER

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REC'D BY THE REC'D SECTION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Plat Covenants and Restrictions for
Crystal Lake at River Ridge, Section 2
Washington Township, Marion County, Indiana

PLAT RECORDED AS # 1999-0223694



APPROVED 11/19/99
BY: [Signature] Real Estate Dept.

11/22/99 10:10AM WANDA MARTIN MARION CTY RECORDER MEH 32.00 PAGES: 12

Inst # 1999-0223695

**PLAT COVENANTS
CRYSTAL LAKE AT RIVER RIDGE, SECTION 2**

This instrument, executed by R.N. THOMPSON DEVELOPMENT CORPORATION, which shall hereinafter be referred to as "Developer" or as "Declarant" and by Robert A. Rose, Esq. and Oliver B. Daugherty, Trustees under a certain Land Trust Agreement dated May 29, 1997, as amended, the "Fee Owner", hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Crystal Lake at River Ridge, Section 2, which real estate is described in Exhibit 1 hereto. Crystal Lake at River Ridge, Section 2 shall consist of Lots 21 through 23 and Lots 50 through 86, a total of 40 Lots, plus Blocks "D", "E" and "F".

In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration of Covenants, Conditions and Restrictions for River Ridge which was recorded on July 28, 1997 as Instrument No. 1997-0104161 in the Office of the Recorder of Marion County (the "Master Declaration"), and those set forth in the Declaration of Covenants, Conditions and Restrictions for Crystal Lake at River Ridge (the "Crystal Lake Declaration"), which was recorded on December 19, 1997 as Instrument No. 1997-0194898 in the Office of the Recorder of Marion County, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or using any part or portion of such land.

NOTICE: Reference should be made to each of the five notices contained in the River Ridge Master Declaration, which contain important information and disclosures regarding the Architectural Control requirements of this Community, prior usage of the property as a gravel pit, current and ongoing usage of nearby property as a gravel pit including blasting activities, important flood zone information and potential usage of a portion of the commercial property fronting on 96th Street for an automobile dealership.

1. EASEMENTS. Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, and Landscape Easements, either separately or in combination, as shown on the Plat, which easements are reserved for the use of the Declarant, the Crystal Lake Homeowners Association (hereinafter referred to as the "Association"), the River Ridge Homeowners Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created as shown on the Plat to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner, without the prior approval of the Architectural Control Committee and the governmental authority having jurisdiction over drainage. Drainage easements are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Utility Easements" are hereby created as shown on the Plat for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements. No

above ground utilities may be installed without the prior written consent of the Architectural Control Committee.

"Sewer Easements" are hereby created as shown on the Plat for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system serving River Ridge. Sewer Easements shall only be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"Landscape Easements" are hereby reserved and created over and across Lots (without specific designation or reservation on the Plat), and throughout the entire Crystal Lake at River Ridge subdivision, within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the Subdivision. It is the plan and design of this Subdivision that all landscaping (with the exception of private planting beds approved by the Association), be undertaken by the Association, as a common expense, as further described under paragraphs 12 and 13 of these Plat Covenants. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots shall have the right to fully use and enjoy their own Lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping and other rights granted herein. Owners of Lots shall not construct, nor permit to be constructed, any structure or obstruction on or over any part of a Lot or interfere with the Developer's or Association's ability to use or gain access to the Lot for purposes permitted by this Landscape Easement, without the prior written approval of the Developer or the Association.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for River Ridge) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations. Maintenance shall be conducted and completed in a workmanlike manner. Any damage done to private or common property shall be repaired at the expense of the user of the Maintenance Easement, if other than the Declarant. Maintenance Easements exist throughout the subdivision without specific designation or reservation on the Plat.

The delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. **No permanent structures shall be erected or maintained upon Drainage, Utility or Sewer Easements by any Owner without the prior approval of the Architectural Control Committee.** The owners of Lots in this Subdivision shall take and hold title to the Lots subject to the Easements herein created and reserved.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this

subdivision until the sale of the last lot in the River Ridge Community (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities, and to the covenants herein granted and reserved.

2. DRAINAGE PLAN. No owner of any Lot or parcel of land within this plat may violate the provisions of the drainage plan approved for this subdivision by the Metropolitan Development Commission for Indianapolis, Marion County, Indiana and the requirements of all drainage permits for this plat issued by said Department.

No Owner of any Lot in this Subdivision, on which any part of an open storm drainage ditch or swale is situated, may take any action which will or could obstruct any drainage easement or cause such easement to fall into disrepair.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat (other than those designated as being private streets), if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance to medians in the subdivision and also subject to an easement for utility services as provided in paragraph 1 of these Plat Covenants. Further, any streets which are identified on the Plat as "private" shall not be dedicated to the public.

4. BUILDING LOCATION. Building set-back lines and set-back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said Lot. In addition, no building or structure shall be erected or maintained closer to any side lot line than 5 feet, with each lot having an aggregate side yard requirement of 10 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1,000 square feet of finished and livable floor area in aggregate for a one story residence or less than 1,400 square feet in the aggregate for a multi-floor residence, excluding garages and open porches.

6. DRIVEWAYS. Each driveway in this Subdivision shall be of concrete or asphalt material, and no additional parking shall be permitted on a Lot other than the existing driveway. No Lot may have a driveway on more than one street.

7. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said Lots, and no business may be conducted on any part thereof, other than home occupations approved by the River Ridge Board. No residence shall be erected, altered, placed or permitted to remain on any Lot herein, other than one detached single-family residence not to exceed two and one-half stories in height.

No trailer, shack, tent, boat, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence. With the consent of the Declarant, a builder may have a temporary structure during the construction of a residential building on the property, which temporary construction building or trailer shall be promptly removed upon completion of construction of the building.

8. LIMITATION ON VEHICLES. No inoperative or unlicensed vehicle shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Master Declaration or by the River Ridge Board of Directors, be parked on a private driveway, and

b. A camper, trailer, mobile home, or boat may be stored in an enclosed attached garage of average residential proportions, and

c. The River Ridge Board of Directors may establish rules prohibiting or regulating parking on the public streets within the Subdivision.

9. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day or the evening before collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

10. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement -- including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios, basketball goals and other permanent structures for sports and recreation -- shall be erected, placed or altered on any Lot in this Community until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural Control Committee (hereinafter referred to as the "Committee"), regarding conformity and harmony of external design, topography, and finished ground elevations.

The provisions of Article X of the River Ridge Master Declaration shall be followed and complied with by every owner, builder, contractor and any other person or entity residing in this subdivision or making any improvement to any lot or structure within this subdivision.

11. FENCE LIMITATION. No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

12. LANDSCAPE EASEMENTS - PRO RATA MAINTENANCE OBLIGATION. If, for any reason, the River Ridge Homeowners Association or the Crystal Lake

Homeowners Association (for Crystal Lake at River Ridge) would cease to exist or cease to function, the areas designated on the plat as Blocks, landscape easements or landscape and utility easements shall be maintained by the title owner of the Lot upon which the easement exists. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended (including reasonable costs for administration), from each Lot owner on an equal proratable basis for all Lots in all of the sections of this Subdivision. Each Lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) per annum after the obligation matures with reasonable attorney fees if such services are required to secure payment.

13. INITIAL LANDSCAPING REQUIREMENTS. Each residence will have a minimum landscape package to be approved in advance by the Architectural Control Committee, to be installed by the builder of the residence. At a minimum, initial landscaping will include two trees having a 2 inch caliper measured 12 inches from the root ball. All landscaping materials will be selected from the "Recommended Tree and Shrub List for Marion County", unless specific approval is obtained from the Architectural Control Committee. In the event that the builder fails to complete the approved landscape plan, it will be installed by the Homeowners Association and its cost therefore will be charged to the homeowner and collectable as an assessment under the terms of the Declaration.

14. LANDSCAPING AND GROUNDS MAINTENANCE. Landscaping and grounds maintenance throughout Crystal Lake at River Ridge, including the individual Lots, shall be the sole responsibility of the Association. The cost of landscaping and grounds maintenance shall be a common expense of the Association. No Owner or occupant of a Lot shall be permitted to plant trees or shrubbery; fertilize trees, shrubbery or grass; dig flower or planting beds of any nature; remove existing plantings or lawn; or otherwise alter the landscaping and grounds of his or her own Lot or of any common area of the subdivision without the prior consent of the Crystal Lake Homeowners Association. The Association shall have the sole right and responsibility of establishing and maintaining the landscaping and grounds of the subdivision, which right and responsibility may be delegated to the developer or to individual builders as a part of initial construction of the subdivision or of Lots thereon. In the event that any Owner of any Lot or any other person interferes with the Association's sole right to control the landscaping and grounds maintenance of the subdivision, any damages or costs to repair or return the landscaping to its prior condition resulting therefrom shall be chargeable to such person, including costs and attorney fees and shall be a lien against their lot.

15. Intentionally Omitted.

16. MISCELLANEOUS PROVISIONS.

a. Each residence shall have one mailbox, standardized in size, appearance and color, according to the Design Guides, and maintained in good condition at all times. The size, design and color shall be specified by the Declarant and shall be purchased, installed and maintained by the Homeowner.

b. Each residence shall have at least one coach light attached and hard wired to the garage and/or the front entry of the house which is illuminated by a photo cell, as set forth in the Design Guidelines.

c. Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.

d. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

e. No satellite receiving dish greater than one meter in diameter shall be erected or installed on any Lot. No antennae shall exceed twelve (12) feet above roof peak. No lot shall have more than one satellite dish and one antenna without the prior approval of the Architectural Control Committee, and, to the extent that acceptable reception may be obtained, any satellite dish or antenna shall be attached to the house and installed on the back of the house. The Design Guidelines may impose requirements (which do not impair reception or significantly increase costs) for painting or screening of satellite dishes and antennae, location, and other restrictions on antennae and satellite dishes.

f. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

g. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

h. The discharge of firearms within River Ridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

17. SWIMMING POOLS, HOT TUBS AND OTHER STRUCTURES. No above ground swimming pools shall be erected, constructed or installed on any Lot. Below ground pools, hot tubs, spas, jacuzzis or similar water recreational facilities, may be installed with prior approval of the Committee. The Committee may consider lot size and available room on the lot for such facilities as one of its considerations. The Committee may impose a fencing requirement for such facilities which is greater than what is required by governmental entities.

Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

Detached garages, tool sheds or minibarns may not be erected on any Lot. Other detached structures, including enclosures for approved swimming pools, hot tubs or spas and enclosures for pets, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction. The Master Declaration contains additional provisions relating to such structures.

18. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and any additional structures on their lot. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair,

maintain and restore the lot and/or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided in the Crystal Lake at River Ridge Declaration.

19. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof. After said 20 years, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of at least seventy percent (70%) of the then owners of the Lots in the Crystal Lake at River Ridge Subdivision, it is agreed that said covenants and restrictions shall terminate in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

Lot owners may amend these covenants in whole or in part by an affirmative vote of 70% of the Lot Owners. No amendment to these covenants may be made without Developer's approval and consent, until the Developer has sold all of the lots in any section of this Subdivision. Any amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the Lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

20. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a Lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

21. SEVERABILITY. Every one 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.

22. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, as amended, or any conditions attached to approval of this plat by the Plat Committee.

23. **DECLARATION.** A Declaration of Covenants and Restrictions for the entire River Ridge Community and establishing the rights and obligations of the River Ridge Homeowners Association, Inc. (Master Declaration) was recorded on July 28, 1997 as Instrument No. 1997-0104161, and a separate Declaration of Covenants and Restrictions for Crystal Lake at River Ridge, establishing the rights and obligations of the Crystal Lake Homeowners Association, Inc. (Crystal Lake Declaration) was recorded on December 19, 1999 in the office of the Recorder of Marion County, Indiana as Instrument No. 1997-0194898. Every Owner of a Lot in Crystal Lake at River Ridge will automatically be and become a member of the River Ridge Homeowners Association and of the Crystal Lake Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established, for each Association. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in each respective Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise.

In the event that either Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including maintenance, taxes, insurance, legal, accounting, management fees, and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board (the River Ridge Board or the Crystal Lake Board, as the case may be) of up to ten percent of the unpaid assessment plus interest of one and one half percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in collection.

IN WITNESS WHEREOF, the undersigned, as the developer and the owner of the above described real estate, has hereunto caused his name to be subscribed this 2nd day of November, 1999.

R.N. THOMPSON DEVELOPMENT CORPORATION

R.N. Thompson
R. N. Thompson, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, President of R.N. Thompson Development Corporation, an Indiana Corporation, Declarant herein, and acknowledged the execution of these Plat Covenants this 2nd day of November, 1999.

David M. Compton
David M. Compton, Notary Public

My commission expires: June 24, 2001

My county of residence: Hamilton

IN WITNESS WHEREOF, the undersigned Trustees represent that they have the authority to execute these Plat Covenants for and on behalf of the Land Trust Agreement dated May 29, 1997, as amended and that reference to the terms of the Land Trust Agreement to determine such authority is not required, and have caused these Plat Covenants to be executed this 21 day of March, 1999.

Land Trust Agreement
Dated May 29, 1997

Robert A. Rose, Esq., Trustee Oliver B. Daugherty, Trustee
Robert A. Rose, Esq., Trustee Oliver B. Daugherty, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert A. Rose, Esq. and Oliver B. Daugherty, Trustees under a certain Land Trust Agreement dated May 29, 1997, Fee Owner herein, and consent to the execution of these Plat Covenants by the Declarant this 21 day of March, 1999.

David M. Compton, Notary Public

My commission expires: June 24, 2001

My county of residence: Hamilton

Recording references:

River Ridge Master Declaration, recorded July 28, 1997 as
Instrument No. 1997-0104161

Crystal Lake at River Ridge Declaration, recorded December 19, 1997 as
Instrument No. 1997-0194898

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901
Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

LAND DESCRIPTION
Crystal Lake at River Ridge Section 2

Part of the West Half of Section 16, and part of the East Half of Section 17, Township 17 North, Range 4 East of the Second Principal Meridian, Washington Township, Marion County, Indiana and described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 17;
thence North 90 degrees 00 minutes 00 seconds West (bearings are based on a survey by Evergreen Planners, dated November 19, 1996 and recorded as Inst. No. 970026435 in the Office of the Marion County Recorder) along the North line of said Northeast Quarter a distance of 671.75 feet to the West line of the East Half of the East Half of said Northeast Quarter;
thence South 00 degrees 11 minutes 31 seconds East along said West line 2475.84 feet;
thence South 90 degrees 00 minutes 00 seconds East 492.52 feet to the Point of Beginning;
thence South 90 degrees 00 minutes 00 seconds East 349.88 feet;
thence South 55 degrees 00 minutes 00 seconds East 305.71 feet;
thence South 35 degrees 00 minutes 00 seconds West 20.85 feet to a tangent curve to the left from which the radius point bears South 55 degrees 00 minutes 00 seconds East;
thence southerly along said curve an arc distance of 119.99 feet to a point from which the radius point bears South 80 degrees 00 minutes 00 seconds East, said curve being subtended by a chord of South 22 degrees 30 minutes 00 seconds West 119.04 feet and having a radius of 275.00 feet;
thence South 80 degrees 00 minutes 00 seconds East 125.00 feet;
thence South 00 degrees 42 minutes 42 seconds East 658.81 feet to the normal high water line on the North side of the White River, the following seven (7) calls being along said water line;
thence North 86 degrees 00 minutes 00 seconds West 120.00 feet;
thence South 74 degrees 30 minutes 00 seconds West 100.00 feet;
thence South 46 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 90 degrees 00 minutes 00 seconds West 30.00 feet;
thence South 52 degrees 30 minutes 00 seconds West 130.00 feet;
thence South 29 degrees 00 minutes 00 seconds West 50.00 feet;
thence South 55 degrees 00 minutes 00 seconds West 200.00 feet;
thence North 37 degrees 06 minutes 15 seconds West 114.71 feet;
thence South 67 degrees 30 minutes 00 seconds West 429.47 feet to a tangent curve to the right from which the radius point bears North 22 degrees 30 minutes 00 seconds West;
thence westerly along said curve an arc distance of 382.88 feet to a point from which the radius point bears North 45 degrees 00 minutes 00 seconds East, said curve being subtended by a chord of North 78 degrees 45 minutes 00 seconds West 361.12 feet and having a radius of 325.00 feet;
thence North 45 degrees 00 minutes 00 seconds West 151.54 feet to a tangent curve to the left from which the radius point bears South 45 degrees 00 minutes 00 seconds West;
thence northwesterly along said curve an arc distance of 110.39 feet to a point from which the radius point bears South 22 degrees 00 minutes 00 seconds West, said curve being subtended by a chord of North 56 degrees 30 minutes 00 seconds West 109.65 feet and having a radius of 275.00 feet;
thence North 68 degrees 00 minutes 00 seconds West 355.71 feet to a tangent curve to the right from which the radius point bears North 22 degrees 00 minutes 00 seconds East;

Exhibit "A"

thence northwesterly along said curve an arc distance of 44.40 feet to a point from which the radius point bears North 42 degrees 21 minutes 15 seconds East, said curve being subtended by a chord of North 57 degrees 49 minutes 22 seconds West 44.17 feet and having a radius of 125.00 feet;
thence South 42 degrees 21 minutes 15 seconds West 167.38 feet;
thence South 27 degrees 47 minutes 22 seconds East 7.33 feet to the Northerly Right of Way for Interstate Highway No. 465 as shown on the Indiana State Highway Commission Plans, Project No. I-465-4(129)127, Sheet 17, dated 1964;
thence North 69 degrees 08 minutes 24 seconds West along said Northerly Right of way a distance of 206.96 feet to the centerline of Carmel Creek as it now exists, the following three (3) calls being along said centerline;
thence North 02 degrees 30 minutes 00 seconds West 77.54 feet;
thence North 20 degrees 07 minutes 00 seconds East 55.00 feet;
thence North 13 degrees 14 minutes 00 seconds East 71.51 feet;
thence South 85 degrees 00 minutes 00 seconds East 233.05 feet;
thence South 81 degrees 16 minutes 19 seconds East 114.70 feet;
thence South 90 degrees 00 minutes 00 seconds East 757.13 feet;
thence North 45 degrees 00 minutes 00 seconds East 834.35 feet;
thence North 00 degrees 00 minutes 00 seconds East 389.00 feet to the Point of beginning and containing 33.623 Acres more or less.

Subject to all legal easements and rights of way of record.

Cross reference is hereby made to a survey recorded as Inst. No. 970026435 in the Office of the Marion County Recorder, dated November 19, 1996.



Exhibit "A"