

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HAMILTON ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAMILTON ESTATES ("DECLARATION"), MADE THIS 3rd DAY
OF August 202002 BY BWT INVESTMENTS,
(HEREINAFTER REFERRED TO AS "DECLARANT")

WITNESSETH THAT:

200000943162
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 08-30-2000 At 10:49 am.
DEVELOPER'S ESTATE 43.00

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN REAL ESTATE
LOCATED IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY
DESCRIBED IN THE ATTACHED EXHIBIT "A" ("REAL ESTATE"); AND

WHEREAS, DECLARANT INTENDS TO DEVELOP THE REAL ESTATE, BY
CONSTRUCTING RESIDENTIAL LOTS, WHICH SHALL BE KNOWN AS
"HAMILTON ESTATES"; AND

WHEREAS, A PLAT FOR THE REAL ESTATE TO BE DEVELOPED BY
DECLARANT AS HAMILTON ESTATES IS INTENDED TO BE RECORDED IN
THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

WHEREAS, DECLARANT INTENDS TO SELL AND CONVEY THE
RESIDENTIAL LOTS WITHIN HAMILTON ESTATES AND DESIRES TO SUBJECT
THE REAL ESTATE TO CERTAIN COVENANTS, CONDITIONS, AND
RESTRICTIONS AS SET FORTH HEREIN ("COVENANTS") IN ORDER TO
ENSURE THAT THE DEVELOPMENT AND USE OF THE VARIOUS LOTS ON
THE REAL ESTATE ARE HARMONIOUS AND DO NOT ADVERSELY AFFECT
THE VALUE OF SURROUNDING LOTS ON THE REAL ESTATE: AND

WHEREAS, DECLARANT DESIRES TO PROVIDE FOR MAINTENANCE OF
THE LANDSCAPING EASEMENT, AND OTHER IMPROVEMENTS LOCATED ON
THE REAL ESTATE:

NOW THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE
REAL ESTATE AS IT IS NOW HELD AND AS IT 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
INSURE TO THE BENEFIT OF THE DECLARANT AND EVERY ONE OF THE
DECLARANT'S SUCCESSORS IN TITLE TO THE REAL ESTATE OR ANY PART
OR PARTS THEREOF.

ARTICLE I.

GENERAL PURPOSE OF THIS DECLARATION

THE REAL ESTATE IS HEREBY SUBJECTED TO THE COVENANTS HEREIN DECLARED TO PRESERVE AND PROTECT THE VALUE OF THE REAL ESTATE, TO ENSURE PROPER USE AND APPROPRIATE IMPROVEMENT OF THE REAL ESTATE, TO ENCOURAGE THE CONSTRUCTION OF ATTRACTIVE STRUCTURES AND OTHER ATTRACTIVE IMPROVEMENTS AT APPROPRIATE LOCATIONS ON THE REAL ESTATE, TO PREVENT HAPHAZARD DEVELOPMENT THEREOF WHICH MAY NOT BE HARMONIOUS WITH OTHER IMPROVEMENTS ON THE REAL ESTATE, TO PRESERVE AND MAINTAIN PROPER SETBACKS FROM STREETS AND ADEQUATE FREE SPACE BETWEEN STRUCTURES, TO PROVIDE FOR ADEQUATE AND PROPER MAINTENANCE OF THE REAL ESTATE SO AS TO ENSURE A HIGH QUALITY APPEARANCE AND CONDITION OF THE REAL ESTATE, AND TO MEET THE REQUIREMENTS OF CERTAIN GOVERNMENTAL AGENCIES, ALL FOR THE PURPOSE OF PRESERVING THE VALUES OF ALL LOTS WITHIN HAMLTON ESTATES AND TO ENSURE DESIRED HIGH STANDARDS OF MAINTENANCE OF THE REAL ESTATE, TO THE BENEFIT OF ALL OWNERS WITHIN HAMLTON ESTATES.

ARTICLE II.

DEFINITIONS FOR 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. ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE, OR "ACC", MEANS THE APPOINTED IN ACCORDANCE WITH THIS DECLARATION.

SECTION 2. DECLARANT. "DECLARANT" MEANS BWI INVESTMENTS, AN INDIANA PARTNERSHIP, OR ANY OTHER PERSON, FIRM, CORPORATION OR PARTNERSHIP WHICH SUCCEEDS TO THE INTEREST OF BWI INVESTMENTS, AS DEVELOPER AND/OR OWNER OF HAMLTON ESTATES.

SECTION 3. DRAINAGE SYSTEM. "DRAINAGE SYSTEM" MEANS THE STORM SEWERS, SUBSURFACE DRAINAGE TILES, PIPES, DITCHES, SWALES AND STRUCTURES, AND OTHER STRUCTURES, FIXTURES, PROPERTIES EQUIPMENT AND FACILITIES LOCATED IN, UPON, OR UNDER THE EASEMENTS, OR STREETS AND DESIGNED FOR THE PURPOSE OF EXPEDITING THE DRAINAGE OF SURFACE AND SUBSURFACE WATERS FROM, OVER, AND ACROSS HAMLTON ESTATES.

SECTION 4. EASEMENTS. "EASEMENTS: REFER TO THOSE AREAS RESERVED AS EASEMENTS ON THE PLAT OF HAMILTON ESTATES.

SECTION 5. LOT. "LOT" MEANS ANY OF THE SEPARATE PARCELS NUMBERED AND IDENTIFIED ON THE PLAT OF HAMILTON ESTATES.

SECTION 6. HAMILTON ESTATES. "HAMILTON ESTATES" MEANS THE REAL ESTATE, AS IT IS PLATTED AND RECORDED BY DECLARANT IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION.

SECTION 7. MORTGAGEE. "MORTGAGEE" MEANS ANY HOLDER INSURER OR GUARANTOR OF ANY FIRST MORTGAGE ON ANY LOT.

SECTION 8. NON-ACCESS AREAS. "NON-ACCESS" AREAS, IF ANY SHOWN OF THE PLAT DELINEATE THE AREAS WHERE ACCESS TO 236TH STREET HAS BEEN SPECIFICALLY DENIED BY HAMILTON COUNTY HIGHWAY DEPARTMENT.

SECTION 9. OWNER. "OWNER" MEANS ANY PERSON OR PERSONS WHO ACQUIRE AFTER THE DATE OF THIS DECLARATION, LEGAL AND/OR EQUITABLE TITLE TO ANY LOT. PROVIDED, HOWEVER, THAT "OWNER" SHALL NOT INCLUDE ANY HOLDER OF ANY MORTGAGE ON (OR SIMILAR INTEREST IN) ALL OR ANY PART OF ANY LOT, SO LONG AS SUCH HOLDER DOES NOT HOLD BOTH LEGAL AND EQUITABLE TITLE THERETO.

SECTION 10. PLAT. "PLAT" MEANS THE FINAL PLAT RECORDED FOR HAMILTON ESTATES INCLUDING ALL COVENANTS AND RESTRICTIONS RECORDED THEREWITH.

SECTION 11. SIGNAGE AND LANDSCAPE EASEMENTS. "SIGNAGE AND LANDSCAPE EASEMENTS" REFER TO THOSE AREAS RESERVED AS THE 20' DRAINAGE AND UTILITY EASEMENTS ON 236TH STREET.

SECTION 12. STREETS. "STREETS" MEAN ALL OF THE PUBLIC AND PRIVATE ROADWAYS TO THE RESPECTIVE RIGHT-OF-WAY LINES THEREOF, AS SHOWN ON THE PLAT OF HAMILTON ESTATES, WHICH HAVE BEEN OR HEREAFTER ARE CONSTRUCTED FOR THE PURPOSE OF PROVIDING COMMON ACCESS FOR OWNERS, OCCUPANTS AND THEIR GUESTS AND INVITEES, TO ANY OR ALL LOTS.

ARTICLE III

GENERAL RESTRICTIONS

SECTION 1. MAINTENANCE OF PREMISES. IN ORDER TO MAINTAIN THE STANDARDS OF HAMILTON ESTATES, NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTH SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE THEREON. ALL OWNERS SHALL MAINTAIN THEIR LOTS AND IMPROVEMENTS SITUATED THEREON IN A MANNER SO AS TO PREVENT THE LOT OR IMPROVEMENTS FROM BECOMING UNSIGHTLY, AND SPECIFICALLY, EACH OWNER SHALL:

- (a) MOW THE LOT AT SUCH TIMES AS MAY BE REASONABLY REQUIRED IN ORDER TO PREVENT THE UNSIGHTLY GROWTH OF VEGETATION AND NOXIOUS WEEDS. GRASS ALLOWED TO GROW TO A HEIGHT IN EXCESS OF SIX INCHES (6") SHALL BE DEEMED UNSIGHTLY.
- (b) CUT DOWN AND REMOVE DEAD OR DYING TREES AND LANDSCAPING.
- (c) KEEP THE EXTERIOR OF ALL IMPROVEMENTS IN SUCH STATE OF REPAIR OF MAINTENANCE SO AS TO AVOID THEIR BECOMING UNSIGHTLY.
- (d) PREVENT THE EXISTENCE OF ANY OTHER CONDITION THAT UNREASONABLY TENDS TO DETRACT FROM OR DIMINISH THE APPEARANCE OF THE LOT AND/OR HAMILTON ESTATES.
- (e) EACH LOT OWNER SHALL INSTALL A POST AT THE END OF THEIR DRIVE THAT DISPLAYS THE HOUSE NUMBER FOR EMERGENCY VEHICLE PURPOSES.

SECTION 1A. OWNER'S FAILURE TO COMPLY. AN OWNER'S FAILURE TO COMPLY WITH THESE COVENANTS AND RESTRICTIONS MAY RESULT IN ACTION BY HAMILTON COUNTY, THE TOWNSHIP, AND/OR MUNICIPALITY HAVING JURISDICTION OVER HAMILTON ESTATES, TO CUT THE GROWTH OR WEEDS, OR CLEAR THE REFUSE FROM THE LOT AT THE EXPENSE OF THE OWNER. THE PERSON (S) SO AUTHORIZED TO REMOVE SAID VEGETATION OR MATERIALS ON A LOT SHALL FURTHER BE AUTHORIZED TO PLACE AND RECORD A LIEN AGAINST SAID LOT IN AN AMOUNT EQUAL TO THE EXPENSES THEREFOR AND COSTS, WHICH COSTS SHALL INCLUDE REASONABLE ATTORNEYS FEES INCURRED FOR THE ENFORCEMENT OF THESE PROVISIONS AND PLACEMENT OF SAID LIEN. LIENS SHALL BE SUBJECT AND SUBORDINATE ONLY TO TAXES, MUNICIPAL LIENS, AND THE LIEN OF ANY BONA FIDE MORTGAGE UPON ANY LOT. FURTHER, THE DECLARANT AND ANY AFFECTED OWNER ARE AUTHORIZED TO ENFORCE THESE COVENANTS AND RESTRICTIONS BY ACTION IN A COURT OF COMPETENT JURISDICTION FOR SPECIFIC PERFORMANCE, REQUEST FOR THE APPOINTMENT OF A RECEIVER AND/OR DAMAGES. ALL SUCH ACTIONS SHALL INCLUDE THE

RIGHT OF RECOVERY BY THE PERSON OR ENTITY SUCCESSFULLY ENFORCING THESE COVENANTS OF REASONABLE COSTS OF LITIGATION AND ATTORNEY FEES. ANY JUDGEMENT OBTAINED SHALL BE WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS.

SECTION 2. RESIDENTIAL PURPOSE. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED ON ANY LOT OTHER THAN A DWELLING NOT TO EXCEED TWO (2) STORINS IN HEIGHT. A DWELLING SHALL HAVE AN ATTACHED GARAGE OF A SIZE TO ACCOMMODATE AT LEAST TWO (2) CARS. A DWELLING SHALL HAVE A LEAST TWENTY PERCENT (20%) OF THE FINISHED EXTERIOR MADE UP OF BRICK OR SIMILAR MASONRY MATERIAL UNLESS OTHERWISE APPROVED BY BVI INVESTMENTS. EVERY BUILDING WHOSE CONSTRUCTION OR PLACEMENT ON ANY LOT IN THE DEVELOPMENT IS BEGUN SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE BEGINNING OF SUCH CONSTRUCTION OR PLACEMENT. NO IMPROVEMENT WHICH IS PARTIALLY OR TOTALLY BEEN DESTROYED BY FIRE OR OTHERWISE, SHALL BE ALLOWED TO REMAIN IS SUCH STATE FOR MORE THAN THREE (3) MONTHS FROM THE TIME OF SUCH DESTRUCTION OR DAMAGE.

SECTION 3. SETBACKS. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE PLAT. THE MINIMUM SIDE YARD SETBACK SHALL BE FIFTEEN FEET (15') AND MINIMUM AGGREGATE OF THE SIDE YARDS ON ANY LOT SHALL BE THIRTY FEET (30'). THE MINIMUM REAR YARD SETBACK SHALL BE FIFTEEN FEET (15') FROM THE REAR LOT LINE. FOR THE PURPOSES OF THIS COVENANT, EAVES AND STEPS SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRDACH UPON ANOTHER LOT.

SECTION 4. EASEMENTS. ALL LOTS IN THE DEVELOPMENT SHALL BE SUBJECT TO THE EASEMENTS, RESTRICTIONS AND LIMITATIONS OF RECORD APPEARING ON THE PLAT, AND RECORDED EASEMENTS, RIGHT-OF-WAY, AND ALSO TO ALL GOVERNMENTAL ZONING AUTHORITY AND REGULATION AFFECTING THE DEVELOPMENT, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

SECTION 5. SIGNAGE AND LANDSCAPE EASEMENTS. THE SIGNAGE AND LANDSCAPING WITHIN THE SIGNAGE AND LANDSCAPE EASEMENTS SHALL INITIALLY BE DETERMINED AND DEVELOPED BY DECLARANT. THE OWNER OF THE LOTS ON WHICH THE SIGNAGE AND LANDSCAPE EASEMENTS ARE LOCATED SHALL MAINTAIN THE LANDSCAPING, BUT SHALL NOT BE OBLIGATED TO MAINTAIN SIGNAGE ON THE EASEMENTS. THE OWNERS OF ALL OF THE LOTS SHALL BE OBLIGATED TO MAINTAIN THE SIGNAGE ON THE

EASEMENT AND TO CONTRIBUTE THE OWNER'S PRORATA SHARE OF REASONABLE MAINTENANCE COSTS. THE LANDSCAPE EASEMENTS LOCATED WITHIN THE DEDICATED COUNTY ROAD RIGHT-OF-WAY SHALL BE SUBJECT TO TERMINATION BY THE COUNTY IF, IN ITS DISCRETION, THE COUNTY DETERMINES THAT THE LANDSCAPE EASEMENTS ARE NOT BEING PROPERLY MAINTAINED AND/OR CONSTITUTE A HAZARD TO THE MORORING PUBLIC.

SECTION 6. INOPERABLE VEHICLES. AT NO TIME SHALL ANY UNLICENSED AND/OR INOPERABLE VEHICLE BE PERMITTED ON ANY LOT, COMMON AREA, STREET OR EASEMENT UNLESS KEPT ENTIRELY WITHIN A GARAGE.

SECTION 7. OTHER VEHICLES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE ERRECTED, PLACED OR CONSTRUCTED ON ANY LOT FOR USE AS A RESIDENCE OR PLACE FOR HUMAN OCCUPANCY OR HABITATION, EITHER TEMPORARILY OR PERMANENTLY, OR AT ANY TIME BE USED FOR SUCH PURPOSE.

SECTION 8. NUISANCES. NO NOXIOUS, OBNOXIOUS, OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. THIS PROVISION MAY BE CONSTRUCTED TO PROHIBIT EXTREMELY AUDIBLE MUSIC OR ACTIVITIES.

SECTION 9. OUTDOOR STORAGE. NO LARGE MACHINERY OR EQUIPMENT SHALL BE PERMITTED TO BE KEPT OR STORED ON ANY LOT EXCEPT WITHIN THE DWELLING.

SECTION 10. DRAINAGE SYSTEM. IN THE EVENT STORM WATER DRAINAGE FROM ANY OTHER LOT OR LOTS FLOWS ACROSS ANOTHER LOT, PROVISION SHALL BE MADE BY THE OWNER OF SUCH LOT TO PERMIT SUCH DRAINAGE TO CONTINUE, WITHOUT RESTRICTION OR REDUCTION, ACROSS THE DOWNSTREAM LOT AND INTO THE NATURAL DRAINAGE CHANNEL OR COURSE, ALTHOUGH NO SPECIFIC DRAINAGE EASEMENT FOR SUCH FLOW OF WATER IS PROVIDED ON THE PLAT. THE ELEVATION OF A LOT SHALL NOT BE CHANGED SO AS TO AFFECT MATERIALLY THE SURFACE ELEVATION OF GRADE OF SURROUNDING LOTS. PERIMETER FOUNDATION DRAINS, SUMP PUMP DRAINS, DOWNSPOUTS AND WATER SOFTENER DRAINS SHALL NOT BE OUTLETED INTO STREETS OR STREET RIGHTS-OF-WAY.

SECTION 11. SIGNS. OTHER THAN HAMULTON ESTATES IDENTIFICATION SIGNAGE INSTALLED BY THE DECLARANT, NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE (1) PROFESSIONAL MANUFACTURED SIGN OF NOT MORE THAN FIVE (5)

SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

SECTION 12. CHILD CARE SERVICES. NO PRE-SCHOOL, BABY-SITTING BUSINESS OF SUCH CHILD CARE SERVICES FOR MORE THAN THREE (3) CHILDREN SHALL BE ALLOWED TO OPERATE UPON ANY LOT.

SECTION 13. ROAD CUTS. NO LOT OWNER SHALL APPLY FOR ANY ROAD CUTS OR ACCESS FORM 236TH STREET WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE AND THE DECLARANT.

SECTION 14. ANIMALS. NO LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT. EXCEPT DOGS, CATS, OR OTHER HOUSEHOLD PETS PROVIDED THAT THEY ARE NOT KEPT, BREED OR MAINTAINED FOR PROFIT. NO KENNEL SHALL BE PERMITTED ON ANY LOT IN THE DEVELOPMENT. HORSES AND PONIES MAY BE PERMITTED ON ANY LOT WITHIN THE DEVELOPMENT PROVIDED THAT NO MORE THAN ONE (1) HORSE OR TWO (2) PONIES SHALL BE STABLED. MAINTAINED PASTURED, GRAZED, OR KEPT IN ANY MANNER. PER 1 1/2 ACRE OF THE LOT. STRUCTURES FOR HOUSING HORSES OR PONIES SHALL BE FIFTY (50) FEET FROM AN ADJOINING PROPERTY LINE OF OTHER LOTS WITHIN THE DEVELOPMENT.

SECTION 15. REFUSE, TRASH AND GARBAGE. RUBBISH, BUILDING MATERIALS, LANDSCAPE WASTE (OTHER THAN A PROPERLY MAINTAINED COMPOSTING PILE), REFUSE, TRASH, GARBAGE OR ANY OTHER WASTE SHALL NOT BE ALLOWED TO BE COMPILED, ACCUMULATED OR DUMPED ON ANY LOT. GARBAGE AND TRASH SHALL BE KEPT IN APPROPRIATE CONTAINERS UNTIL COLLECTION DAY.

SECTION 16. FIELD TILES. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ON ANY LOT MUST BE ALLOWED TO PERPERUATE AND ALL OWNERS OF THE LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE, AS AMENDED AND LOCAL DRAINAGE ORDINANCES.

SECTION 17. MINIMUM LIVING SPACE AND CONSTRUCTION MATERIAL/REQUIREMENTS. THE MINIMUM SQUARE FOOTAGE OF LIVING SPACE OF SINGLE STORY DWELLINGS CONSTRUCTED ON EACH LOT IN THE DEVELOPMENT, EXCLUSIVE OF PORCHES, TERRACES, GARAGES, CARPORTS, ACCESSORY BUILDINGS, OR BASEMENTS SHALL BE 1,800 SQ. FT. THE MINIMUM SQUARE FOOTAGE OF LIVING SPACE OF MULTIPLE STORY DWELLINGS CONSTRUCTED ON EACH LOT IN THE DEVELOPMENT, EXCLUSIVE OF PORCHES, TERRACES, GARAGES, CARPORTS, ACCESSORY

BUILDINGS, OR BASEMENTS SHALL BE 1,800 SQ. FT. WITH A MINIMUM OF 1,000 SQ. FT. ON THE MAIN OR GROUND FLOOR.

SECTION 18. OUTBUILDINGS. ALL STRUCTURES CONSTRUCTED OR PLACED ON ANY 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.

SECTION 19. COMMUNICATION DEVICES. ANY EXTERNAL TV ANTENNA OR SATELLITE DISH SHALL BE PLACED BEHIND THE FRONT OF THE RESIDENCE AND IF VISIBLE TO A STREET OR LOT, THE PLACEMENT SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 20. MAILBOXES. OWNERS SHALL BE RESPONSIBLE TO KEEP THE MAILBOXES IN A GOOD STATE OF REPAIR AND TO REPLACE DESTROYED OR DAMAGES MAILBOXES.

SECTION 21. CONSTRUCTION EARTH-MOVING, EXCAVATION, NO CONSTRUCTION, SIGNIFICANT EARTH-MOVING, OR EXCAVATING WORK OF ANY NATURE MAY BE CONDUCTED ON ANY LOT WITHOUT HAVING ANY DEVELOPMENT PLANS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 22. FENCES, WALLS, BARRIERS. ANY FENCE MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO SIZE, LOCATION, HEIGHT AND COMPOSITION BEFORE IT MAY BE INSTALLED.

SECTION 23. PLAT COVENANTS. ALL LOT OWNERS SHALL ALSO COMPLY WITH ALL COVENANTS AND RESTRICTIONS IMPOSED IN THE PLAT WHICH PLAT COVENANTS AND RESTRICTIONS ARE SUPPLEMENTAL TO THIS DECLARATION. THIS DECLARATION AND THE PLAT SHALL BE CONSTRUCTED TOGETHER. IN THE EVENT THAT THERE IS A CONFLICT BETWEEN THIS DECLARATION AND THE PLAT, THE MORE RESTRICTIVE PROVISIONS SHALL CONTROL. IN THE EVENT THAT THE CONFLICT CONTINUES TO EXIST NOTWITHSTANDING THE ABOVE RULES OF CONSTRUCTION, THIS DECLARATION SHALL CONTROL.

ARTICLE IV.

HAMILTON ESTATES ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE.
THE DECLARANT SHALL APPOINT THE MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE UNTIL SUCH TIME AS ALL LOTS ARE SOLD AND THE

PRIMARY RESIDENCE THEREON HAVE BEEN CONSTRUCTED. THE DECLARANT INITIALLY APPOINTS DAVID E. MCGILL, RONALD E. MCGILL, TERESA R. HOUSE, MICHAEL S. HOUSE AND GINA L. MCGILL TO SERVE ON THE ARCHITECTURAL CONTROL COMMITTEE UNTIL REPLACED BY THE DECLARANT OR AS PROVIDED BELOW. UPON THE DECLARANT'S SALE OF ALL LOTS AND THE CONSTRUCTION OF THE PRIMARY RESIDENCE THEREON OR UPON THE WRITTEN ELECTION OF THE DECLARANT, THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF FIVE MEMBERS WHO SHALL BE APPOINTED BY THE BOARD OF DIRECTORS OF A VOLUNTARY HOME OWNERS ASSOCIATION OF WHICH AT LEAST ONE HALF (1/2) OF THE LOT OWNERS OF HAMILTON ESTATES ARE MEMBERS. IN THE EVENT THAT A VOLUNTARY HOMEOWNERS ASSOCIATION IS NOT FORMED OR ACTIVE AT THE TIME THAT THE DECLARANT IS NO LONGER APPOINTING THE MEMBERS OF THE ACC AND A MEMBER OR MEMBERS OF THE ACC NEED TO BE APPOINTED OR REPLACED, THE SITING MEMBER (S) OF THE ACC SHALL NAME THEIR REPLACEMENT WHO SHALL BE A LOT OWNER. THE TERM OF ANY MEMBER OF THE ACC APPOINTED OTHER THAN BY THE DECLARANT SHALL BE ONE (1) YEAR IN LENGTH AND MAY BE RE-APPOINTED FOR ADDITIONAL TERMS.

SECTION 2. CONSTRUCTION APPROVALS. ALL APPROVALS, WAIVERS AND OTHER ACTIONS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE IN WRITING. ALL PLANS AND SPECIFICATION AND REQUESTS SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN TRIPPLICATE. NO CONSTRUCTION OF ANY BUILDING OR STRUCTURE OF ANY KIND, INCLUDING BUT NOT LIMITED TO ADDITIONS, ALTERATIONS, SWIMMING POOLS, FENCES, SCREENS AND WALLS SHALL BEGIN WITHIN HAMILTON ESTATES UNTIL THE PLANS AND SPECIFICATIONS, LOCATIONS AND PLOT PLAN THEREOF, IN DETAIL, AND TO SCALE HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THE PLANS AND SPECIFICATIONS OF AND LOCATION OF ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATORY CODES, INCLUDING THOSE RELATING TO THE BUILDING, PLUMBING, AND ELECTRICAL REQUIREMENTS, AND SHALL ALSO COMPLY WITH ALL ZONING COVENANTS AND RESTRICTIONS, WHICH ARE APPLICABLE TO THE REAL ESTATE. REFUSAL OF APPROVAL OF PLANS AND SPECIFICATIONS, LOCATION AND PLOT PLAN BY THE ARCHITECTURAL CONTROL COMMITTEE MAY BE BASED ON ANY GROUND, INCLUDING PURELY AESTHETIC GROUNDS, IN THE SOLE AND ABSOLUTE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE. NEITHER THE DECLARANT NOR THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE RESPONSIBLE FOR ANY DEFECTS IN SUCH PLANS, SPECIFICATIONS, SITE PLANS OR REQUESTED ACTIONS IN ANY BUILDING OR STRUCTURE ERRECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS. THE APPROVAL OR DISAPPROVAL OF ANY PLANS, SPECIFICATIONS, SITE PLANS OR OTHER REQUESTED ACTION SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED THAT THE PLANS,

SPECIFICATIONS, SITE PLANS OR OTHER REQUESTED ACTION IS IN COMPLIANCE WITH STATE, FEDERAL OR LOCAL LAWS/REGULATIONS OR SHALL BE STRUCTURALLY SOUND, FREE FROM DEFECT OR HABITABLE.

THE PLANS AND SPECIFICATIONS SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL ALSO CONTAIN A SITE/PLOT PLAN TO SCALE WITH ADEQUATE PROVISION FOR LANDSCAPING, INCLUDING THE PLANTING OF TREES AND SHRUBS. THE DETERMINATION OF WHETHER ADEQUATE PROVISIONS HAS BEEN MADE FOR LANDSCAPING SHALL BE AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE REQUIRED LANDSCAPING, SIDEWALKS, OUTSIDE LIGHTING AND DRIVEWAYS SHALL BE COMPLETE AT THE TIME OF COMPLETION OF THE BUILDING, OR AS SOON AS WEATHER AND SEASON PERMIT.

SECTION 3. DUTIES OF COMMITTEE. THE COMMITTEE SHALL APPROVE OR DISAPPROVE PROPOSED IMPROVEMENTS WITHIN THIRTY (30) DAYS AFTER ALL REQUIRED INFORMATION SHALL HAVE BEEN SUBMITTED TO IT. ONE COPY OF SUBMITTED MATERIALS 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 THEREFOR. THE COMMITTEE MAY, BUT SHALL NOT BE OBLIGATED TO, DEVELOP WRITTEN GUIDELINES FOR ARCHITECTURAL CONTROL.

SECTION 4. LIABILITY OF COMMITTEE. NEITHER THE COMMITTEE NOR ANY AGENT THEREOF, NOR DECLARANT, 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.

SECTION 5. INSPECTION. THE COMMITTEE OR ITS AGENTS MAY INSPECT WORK BEING PERFORMED TO ASSURE COMPLIANCE WITH THE APPROVED PLANS AND THIS DECLARATION.

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
UNTIL December 31, 2055

AND SHALL RENEW AND SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF 2 1/2 years THE PROVISIONS OF THIS DECLARATION MAY BE CHANGED IN WHOLE OR PART AFTER THE INITIAL TERM BY WRITTEN VOTE OF A MAJORITY OF THE LOT OWNERS PROVIDED THAT THE CHANGES AND A CERTIFICATION OF THE VOTE ARE RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER PRIOR TO THE FIRST DAY OF THE FIRST (OR SUBSEQUENT) RENEWAL PERIOD.

SECTION 2. SCOPE OF COVENANTS. DECLARANT AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, 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 PLAT, AND THE SAME SHALL BE OF MUTUAL AND RECIPROCAL BENEFIT TO DECLARANT AND EACH OWNER OF EACH LOT. DECLARANT AND EACH OWNER SHALL BE ENTITLED TO ENFORCE THIS DECLARATION AGAINST ANY OWNER OF 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 SUCH INTEREST SHALL NOT OPERATE TO RELEASE ANY OWNER FROM LIABILITY FOR A FAILURE TO COMPLY WITH THIS DECLARATION WHICH OCCURRED WHILE SAID OWNER HAS SUCH INTEREST.

SECTION 3. ATTORNEY'S 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 PROCEEDINGS.

SECTION 4. FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS. THE FAILURE OF DECLARANT, THE ARCHITECTURAL CONTROL COMMITTEE, OR ANY OWNER TO ENFORCE ANY TERM, COVENANT, OR CONDITION, 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 SPECIFICALLY IN THESE COVENANTS, 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 PURCHASES AT SUCH SALE AND THE PURCHASER'S SUCCESSORS AND ASSIGNS SHALL HOLD ANY AND ALL LAND SO PURCHASED SUBJECT TO THIS DECLARATION. NEITHER THE OWNERS FOR THE DECLARANT SHALL HAVE ANY 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 OR 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 THEREOF.

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: SEVENTY-TWO (72) HOURS AFTER THE DEPOSIT THEREOF IN ANY UNITED STATES MAIN OR BRANCH POST OFFICE, CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, PROPERLY ADDRESSED TO THE ADDRESSEE THEREOF AT THE ADDRESS LISTED IN THE HAMILTON COUNTY AUDITOR'S OFFICE OR THE HAMILTON COUNTY TREASURER'S OFFICE FOR TAX PURPOSES.

SECTION 9. LIMITATION AND DECLARANT'S RIGHTS. ANY NOTICE TO OR APPROVAL BY DECLARANT UNDER ANY PROVISION OF THIS DECLARATION SHALL NOT BE NECESSARY AFTER SUCH TIME AS DECLARANT OWNS NO LOTS WITHIN HAMILTON ESTATES.

SECTION 10. PROVISIONS AGAINST MERGER. DECLARANT 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 DECLARANT REGARDLESS OF WHETHER DECLARANT IS THE FEE TITLE OWNER OF ALL OR ANY PART OF THE REAL ESTATE AT THE TIME THIS DECLARATION IS EXECUTED OR RECORDED.


SECTION 11. RESERVATION OF DECLARANT. DECLARANT HEREBY RESERVES THE RIGHT TO MAKE SUCH AMENDMENTS TO THIS DECLARATION AS MAY BE DEMED NECESSARY OR APPROPRIATE BY DECLARANT, SO LONG

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AS DECLARANT OWNS AT LEAST 2 LOTS WITHIN HAMILTON ESTATES, WITHOUT THE APPROVAL OR CONSENT OF THE OWNERS OR MORTGAGEES OF THE LOTS, PROVIDED THAT DECLARANT SHALL NOT BE ENTITLED TO MAKE ANY AMENDMENT WHICH HAS MATERIALLY ADVERSE EFFECT ON THE RIGHTS OF ANY MORTGAGEE, NOR WHICH SUBSTANTIALLY IMPAIRS THE BENEFITS OF THIS DECLARATION TO ANY OWNER, OR SUBSTANTIALLY INCREASES THE OBLIGATION IMPOSED BY THIS DECLARATION ON ANY OWNER.

IT WITNESS WHEREOF, THE DECLARANT HAS CAUSED THIS DECLARATION TO BE EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

BWI INVESTMENTS,



David E. McMillin, Partner

STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED DAVID E. McMILLIN

WHO ACKNOWLEDGED THE

EXECUTION OF THE ABOVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMILTON ESTATES AND WHO, HAVING FIRST BEEN DULY SWORN, STATED THAT ANY REPRESENTATIONS CONTAINED THEREIN ARE TRUE.


TERESA L. CUREMUTH
(PRINTED)
COUNTY OF RESIDENCE N *
HAMILTON

MY COMMISSION EXPIRES:

June 26, 2008

Prepared By BWI Investments
David E. McMillin, Partner

E.L.B. + A

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LOT 1

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MARKER AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST (ASSUMED BEARING) 80.11 FEET TO THE MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 882.00 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 441.00 FEET, MORE OR LESS TO THE MAG NAIL AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.64 FEET ON AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 441.00 FEET, MORE OR LESS TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING THAT BEARS SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST FROM THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 989.64 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS AND BEING SUBJECT TO A 60 FOOT RIGHT-OF-WAY FOR 236TH STREET OFF THE ENTIRE NORTH SIDE OF THIS 10.00 ACRE TRACT AND BEING SUBJECT TO A EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 10.00 ACRE TRACT; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.64 FEET TO THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 25.05 FEET ON AND ALONG THE SOUTH LINE OF SAID 10.00 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 989.64 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 25.05 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 10.00 ACRE TRACT; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 25.05 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.69 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 25.05 FEET TO THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 989.64 FEET TO THE POINT OF BEGINNING.

Exhibit A

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LOT 2

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MARKER AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST (ASSUMED BEARING) 80.11 FEET TO THE MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 441.00 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 441.00 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.64 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING, THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 441.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING, THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 989.64 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS AND BEING SUBJECT TO A 60 FOOT RIGHT-OF-WAY FOR 236TH STREET OFF THE ENTIRE NORTH SIDE OF THIS 10.00 ACRE TRACT, BEING FURTHER SUBJECT TO A EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 10.00 ACRE TRACT; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.64 FEET TO THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 221.86 FEET ON AND ALONG THE SOUTH LINE OF SAID 10.00 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 25.05 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 196.82 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 964.60 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 25.05 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 10.00 ACRE TRACT; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 25.05 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.69 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 25.05 FEET TO THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 989.64 FEET TO THE POINT OF BEGINNING.

Exhibit A

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LOT 3

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MARKER AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST (ASSUMED BEARING) 80.11 FEET TO THE MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, SAID MAG NAIL ALSO BEING THE POINT OF BEGINNING FOR THE TRACT OF REAL ESTATE HEREIN DESCRIBED; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 441.00 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 989.64 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING, THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 443.73 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 24 MINUTES 51 SECONDS WEST 989.48 FEET TO THE POINT OF BEGINNING, CONTAINING 10.03 ACRES, MORE OR LESS AND BEING SUBJECT TO A 60 FOOT RIGHT-OF-WAY FOR 236TH STREET OFF THE ENTIRE NORTH SIDE OF THIS 10.03 ACRE TRACT.

RIGHT-OF-WAY DESCRIPTION 236TH STREET

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MARKER AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST (ASSUMED BEARING) 80.11 FEET TO THE MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST SAID MAG NAIL BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 1323.00 FEET, MORE OR LESS ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO A MAG NAIL AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 60.11 FEET ON AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 1323.17 FEET, MORE OR LESS PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 24 MINUTES 51 SECONDS WEST 60.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1.82 ACRES, MORE OR LESS.

LOT 4

*Exhibit A**Page 4 of 5*

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MARKER AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST (ASSUMED BEARING) 80.11 FEET TO THE MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST; THENCE SOUTH 00 DEGREES 24 MINUTES 51 SECONDS EAST 989.48 FEET ON AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 662.86 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 662.86 FEET, MORE OR LESS TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 713.91 FEET, MORE OR LESS TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 09 MINUTES 21 SECONDS EAST 662.27 FEET, MORE OR LESS ON AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING THAT BEARS SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 724.94 FEET TO THE POINT OF BEGINNING, CONTAINING 10.93 ACRES, MORE OR LESS, BEING SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 10.93 ACRE TRACT; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 246.91 FEET ON AND ALONG THE NORTH LINE OF SAID 10.93 ACRE TRACT; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 25.05 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 246.91 FEET TO THE EAST LINE OF SAID 10.93 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 25.05 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 10.93 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 25.05 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 196.82 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 964.80 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 50.10 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 1014.69 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 246.91 FEET TO A POINT ON THE EAST LINE OF SAID 10.93 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 25.05 FEET TO THE POINT OF BEGINNING.

Exhibit A

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LOT 5

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST, LOCATED IN JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MARKER AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 4 EAST; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST (ASSUMED BEARING) 80.11 FEET TO THE MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 4 EAST; THENCE SOUTH 00 DEGREES 24 MINUTES 51 SECONDS EAST 989.48 FEET ON AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 24 MINUTES 51 SECONDS EAST 735.89 FEET, MORE OR LESS TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER (SAID 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER BEING ESTABLISHED IN AGREEMENT WITH THE LOCATION DESCRIBED IN INSTRUMENT NUMBER 9961351); THENCE SOUTH 87 DEGREES 09 MINUTES 21 SECONDS WEST 664.30 FEET ON AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 724.94 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING, THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 662.86 FEET TO THE POINT OF BEGINNING, CONTAINING 11.11 ACRES, MORE OR LESS.

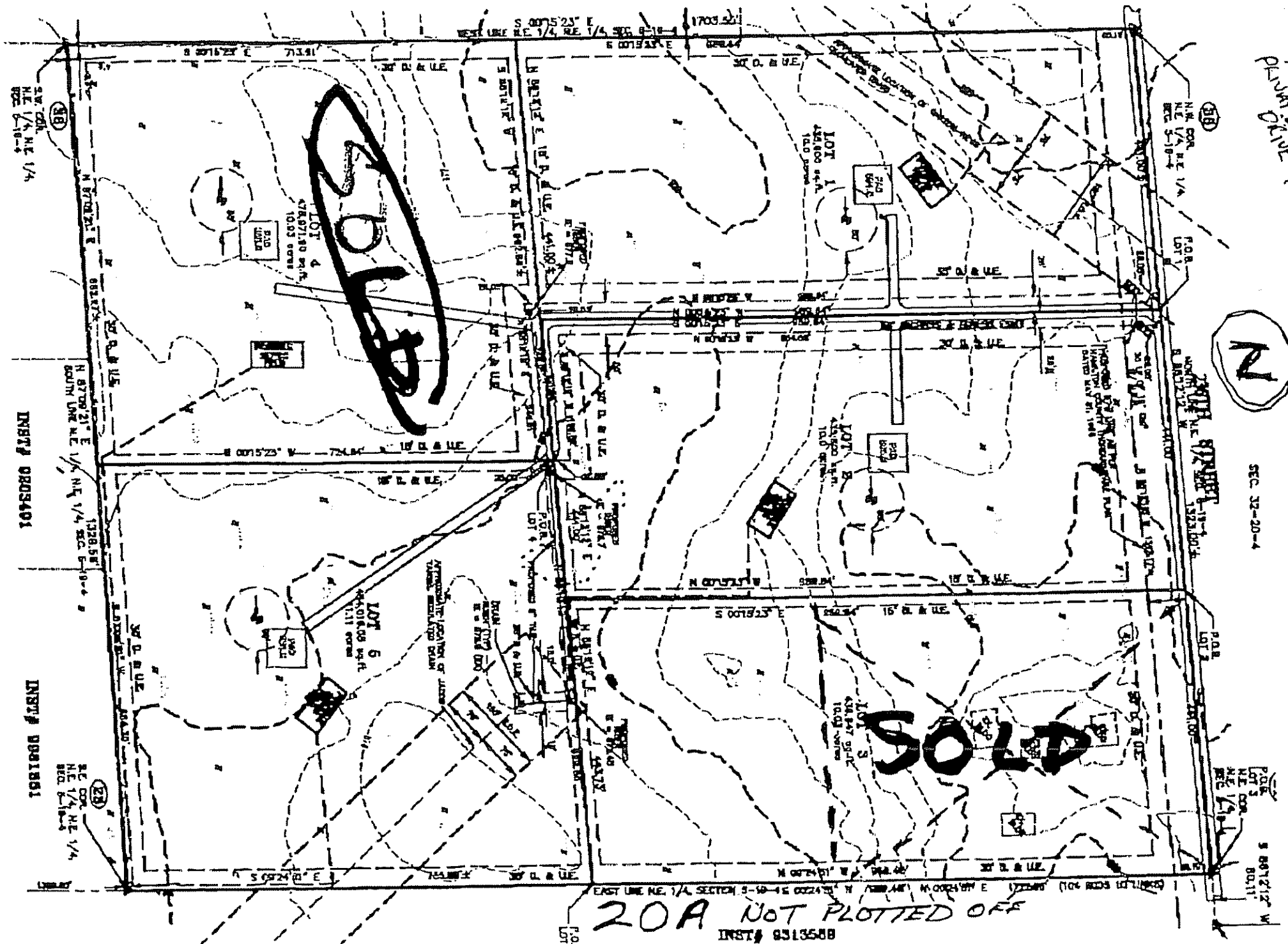
ALSO AN EASEMENT FOR INGRESS, AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 11.11 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 25.05 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 196.82 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 964.60 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 86 DEGREES 12 MINUTES 12 SECONDS WEST 50.10 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 1014.69 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 12 SECONDS EAST 246.91 FEET TO A POINT ON THE EAST LINE OF SAID 11.11 ACRE TRACT; THENCE NORTH 00 DEGREES 15 MINUTES 23 SECONDS WEST 25.05 FEET TO THE POINT OF BEGINNING.

PRIVATE DRIVE

N

SEC. 32-20-4



20A NOT PLOTTED OFF
INST# 6313588

LOT #1 10A
 LOT #2 10A
 LOT #3 APPROX 4.5 A THAT COULD BE ADDED TO
 LOT #4 10.93 A
 LOT #5 11.11 A
 + 20A PIECE TO EAST

(MAGNIFY HOUSE
 PROPERTY
 2367W)