

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PRIVATE LAKE IN VALLEY CREEK AND VALLEY BROOK VILLAGE

[VALLEY BROOK VILLAGE - HANCOCK COUNTY]

THIS DECLARATION made this 1st day of June, 1993, by
SUNRISE REAL ESTATE DEVELOPMENT CORP., an Indiana corporation
("Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands contained in
the area shown on Exhibit "A", attached hereto and made a part hereof
(the "Lake Parcels"), which parcels of land will be a part of the
development of Valley Brook Village, a single family housing
development in Hancock County, Indiana (the "Valley Brook Village
Development"), as 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 Hancock County, Indiana (the "Valley Brook
Village Plats"); and

WHEREAS, Developer is also the owner of certain additional real
estate located in Marion County, Indiana, which real estate is
adjacent to the Lake Parcels, and which will be a part of the
development of Valley Creek, a single family housing development (the
"Valley Creek Development"), as 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 Marion County, Indiana (the
"Valley Creek Plats"); and

WHEREAS, there exists on a portion of the Lake Parcels a water
detention pond or lake and perimeter shoreline (the "Lake"), which
serves or will serve as part of the storm and surface water drainage
system serving the Valley Brook Village Development and the Valley
Creek Development (such collectively referred to as the
"Development"). The Lake's location in the Development is more
particularly described in Exhibit "B" attached hereto and by
reference made a part hereof, and is or shall be more particularly
described in the Valley Brook Village Plats and the Valley Creek
Plats (such collectively referred to as the "Plats"); and

WHEREAS, in addition to serving as part of the Development's
drainage system, the Lake is intended to constitute a visual and
aesthetic amenity exclusively for the Lake Parcels and the parcels
land the Valley Creek Development upon which the Lake will be located
and not as a recreational amenity for the Development or owners of
other parcels within the Development; and

WHEREAS, Developer desires to provide for the preservation and
enhancement of the Development and for the maintenance of the Lake,
and to this end desires to subject the Lake Parcels to certain
rights, privileges, covenants, restrictions, easements, assessments,
charges and liens (the "Restrictions"), each and all to the extent
provided herein, for the benefit of the Lake Parcels and the
Development:

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HANCOCK COUNTY RECORDER
Janice [Signature]

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NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Lake Parcels are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the 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 Lake Parcels, 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 and in the Lake Parcels. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Lake Parcels. Developer specifically reserves unto itself the right and privilege to exclude any real estate from the Development, or to include additional real estate in the Lake Parcels including real estate adjacent to the Development.

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

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of paragraph 4 hereof.

B. "Association" shall mean the Valley Creek-Valley Brook Village Lake Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

C. "Board" shall mean the Board of Directors of the Association.

D. "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of the Lake, and any other cost or expense incurred by the Association for the benefit of the Lake or the Association.

E. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

F. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats, as being adjacent to, abutting or a part of the Lake.

G. "Member" shall mean and refer to any person or entity including any class of membership in the Association as provided in this Declaration.

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 HANCOCK COUNTY RECORDER
[Signature]

H. "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. Organization and Duties of Association.

A. Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

B. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Lake, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time in accordance with paragraph 9 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against its liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. In addition, appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring the Lake against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance

Handwritten signature and stamp:
Jesse J. [Signature]
DIRECTOR
3-3-06





policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

E. Condemnation, Destruction. In the event the Lake is condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of the Lakes condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Lake or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Lake. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of the Lake.

F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion.

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HARRIS COUNTY RECORDS



G. Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Lake and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Lake, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Development.

3. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to 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.

4. Covenants for Maintenance Assessments.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots and promoting the health, safety, and welfare of the Owners, users, and occupants of the Lots and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Lake, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Lake; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Lake which is or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

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James M. O'Brien
HARBOUR COUNTY RECORDER

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 4 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except as provided in paragraph 4F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

F. Fiscal Year; Date of Commencement of Assessments; Due Date. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall

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COMMUNITY DEVELOPMENT
DEPARTMENT
1000 EAST 10TH AVENUE
DENVER, CO 80202
Dennis Kelly
Director



commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The Annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

G. Duties of the Association.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under By-laws or this Declaration which is not cured within sixty (60) days.

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James H. Davis
MANAGER SECURITY SERVICES

restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of 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 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.

6. Control of the Lake.

A. Control by the Board. The Board shall regulate the Lake and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lake.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lake by any Owner, nor shall the Lake be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

7. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots and the Lake shall be in addition to any other covenants or restrictions contained herein, in the Plats or any other declaration affecting the Lake Parcels, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lake.

(b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lake.

(c) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Lake Parcels or other persons entitled to use the same and to use and enjoy the Lake, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lake.

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lake, except with express permission from the Board.

(e) The Lake shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lake is and will be an integral part of the storm water drainage system serving the Development, and is intended to be used for such purpose and primarily as a visual and aesthetic amenity for the Lake Parcels and not as a recreational amenity. Accordingly, no use shall be made of the Lake which in any way interferes with its proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lake. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lake, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. No Owner or other person shall take or remove any water from or out of the Lake, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lake.

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B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 7 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lake to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lake.

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[Handwritten signature]
HARRISON COUNTY ASSOCIATES

8. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring December 31, 2018, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 9 hereof.

9. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

(vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply

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James D. Oliver
MARION COUNTY RECORDER



with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted to each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

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

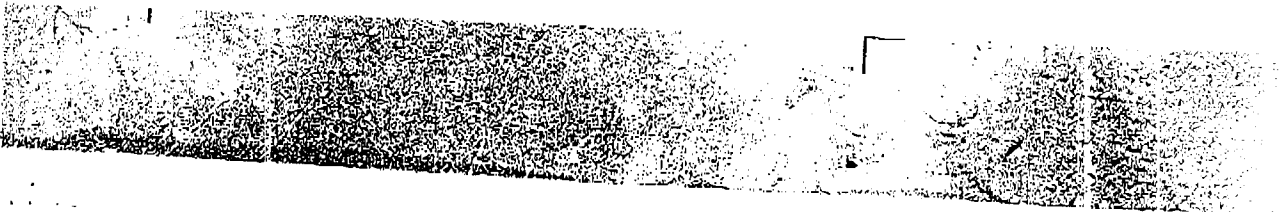
IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Valley Creek to be executed as of the date first written above.

SUNRISE REAL ESTATE DEVELOPMENT CORP.

By: Kenneth L. Borgmann, Pres.
Kenneth L. Borgmann, President

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 8/27/06 2:24 PM

James M. O'Brien
 PLAINFIELD COUNTY RECORDER



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth L. Borgmann, President of Sunrise Real Estate Development Corp., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Private Lake in Valley Creek and Valley Brook Village on behalf of such corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of June, 1993.



Lynn D. Denis
(Lynn D. Denis) Notary Public

My County of Residence is:

Henry

9313700

93DEC-8 AM 9:39

Jane McHenry
MARCOCK COUNTY RECORDER

This Instrument was prepared by Brian J. Tuchy, Attorney at Law.

c:0650.lew



The west 1/2 of the southwest 1/4 of Section 26, Township 16 North, range 5 East in Buck Creek Township, Hancock County, Indiana, said west 1/2 being more particularly described as follows:

BEGINNING at a brass monument marking the southwest corner of said 1/2 1/4 section; thence North 00° 46' 29" west (assumed bearing) along the west line of said 1/2 1/4 section a distance of 2680.95 feet to a Harrison monument marking the northwest corner of said 1/2 1/4 section; thence North 89° 09' 43" East along the north line of said 1/2 1/4 section a distance of 1332.45 feet to the northeast corner of said 1/2 1/4 section; thence South 00° 40' 18" East along the east line of said 1/2 1/4 section a distance of 1342.01 feet to the northwest corner of Cobblefield Estates, Section One, as per plat thereof recorded as Instrument No. 90-0777 in the Office of the Recorder of Hancock County, Indiana; thence South 00° 40' 51" East along the West line of Cobblefield Estates a distance of 1337.35 feet to the southeast corner of said 1/2 1/4 section; thence South 89° 05' 36" West along the south line of said 1/2 1/4 section a distance of 1327.84 feet to the point of beginning. Containing 81.836 acres, more or less. Subject to all legal highways, rights-of-ways, easements, and restrictions of record.

EXHIBIT "A"

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Jane A. Davis
HANCOCK COUNTY RECORDER

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FIRST AMENDMENT TO VALLEY BROOK VILLAGE
SECTION I
PLAT RESTRICTIONS

THIS FIRST AMENDMENT is made as of the 1 day of July, 1993 by SUNRISE REAL ESTATE DEVELOPMENT CORP., an Indiana corporation ("Declarant").

Recitals:

A. Declarant, among others, caused the Valley Brook Village Section 1 Plat Restrictions to be recorded in the Office of the Recorder of Hancock County, as Instrument No. 92-10870 Cabinet 13, Slides 113-115 (the "Plat Restrictions").

B. Section 26 of the Plat Restrictions provides that such restrictions may be amended upon the approval of the owners of two-thirds (2/3's) of the lots within the development subject to the Plat Restrictions.

C. Pursuant to a certain consent of owners of even date herewith, the owners of more than two-thirds (2/3's) of such lots consented to the amendments contained below, and authorized Declarant to execute and record this First Amendment.

Terms:

NOW THEREFORE, the Plat Restrictions are hereby amended as follows:

1. The first sentence of Section 15 of the Plat Restrictions is hereby deleted in its entirety, and replaced with the following:

No construction shall be commenced, nor any building, structure or other improvements (including, without limitation, fences, walls, basketball goals, driveways and walkways) be erected, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the building plans (including the landscaping plans), specifications (including colors and proposed materials) and plot plans showing the location thereof and of all improvements proposed, including driveway size and location and drainage, have been submitted in writing to and approved in writing by the Architectural Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat; provided, however, that mini-barns, storage sheds, and such similar detached structures shall not be permitted to exist on any lot within this subdivision, except as may be constructed by Declarant or as otherwise existing as of the date hereof.

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James D. Miller
HANCOCK COUNTY RECORDER

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VALLEY BROOK VILLAGE

THIS DECLARATION made this 1st day of June, 1993, by
SUNRISE REAL ESTATE DEVELOPMENT CORP., an Indiana corporation
("Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands contained in
the area shown on Exhibit "A", attached hereto and made a part
hereof, which lands will be subdivided for development of Valley
Brook Village, a single family housing development in Hancock County,
Indiana (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 Hancock County, Indiana
(the "Plats"); and

WHEREAS, 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 contained herein and
as set forth in the Plats (the "Declaration" or "Restrictions") under
a general plan or scheme of improvement for the benefit and
complement of the lots and lands in the Development and future owners
thereof;

NOW, THEREFORE, Developer hereby declares that all of the
platted lots and lands located within the Development are held and
shall be held, conveyed, hypothecated or encumbered, leased, rented,
used, occupied and improved, subject to the 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 Developer and upon the parties having or acquiring any right,
title or interest, legal or equitable, in and to the real property
any part or parts thereof subject to the Restrictions, and shall
inure to the benefit of Developer's successors in title to any real
estate in the Development. Developer specifically reserves unto
itself the right and privilege to exclude any real estate from the
Development, or to include additional real estate in the Development
including real estate adjacent to the Development.

[Handwritten Signature]
HANCOCK COUNTY RECORDER

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

A. "Assessment" shall mean the share of the Common Expenses
imposed on each Lot or other special assessments, as determined and
levied pursuant to the provisions of paragraph 4 hereof.

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B. "Association" shall mean the Valley Brook Village Homeowners' Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

C. "Board" shall mean the Board of Directors of the Association.

D. "Committee" shall mean the Valley Brook Village Architectural Control Committee as established in the Plats.

E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes (other than the Private Lakes), as defined herein, the shoreline areas of the Lake, and any other areas so designated on the Plats.

F. "Common Expenses" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water detention pond or lake which is adjacent to and abutting Lot Nos. 25-31, 58-67, 98-105, 114, 115 and 118, together with the common area portion of the shoreline area as shown on the Plats, which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

I. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

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

M. "Private Lakes" shall mean and refer to the water detention pond(s) or lake(s), other than the Lake, together with the common area portion of the shoreline area as shown on the Plats, which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

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HANCOCK COUNTY RECORDER
[Signature]



lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

3. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to 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.

4. Covenants for Maintenance Assessments.

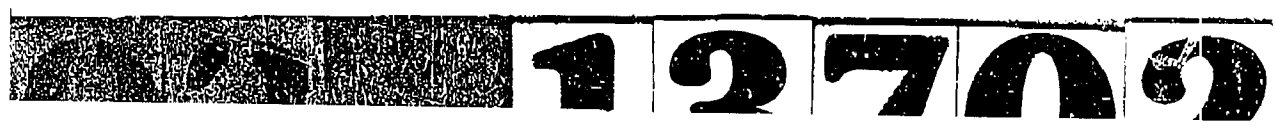
A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

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HANCOCK COUNTY RECORDER
Debra L. O'Brien



B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 4 shall be the percentage obtained by dividing one by the total number of Lots shown on the Flats of the Development ("Pro-rata Share"), except as provided in paragraph 4F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

F. Fiscal Year; Date of Commencement of Assessments; Due Date. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual

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Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

G. Duties of the Association.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

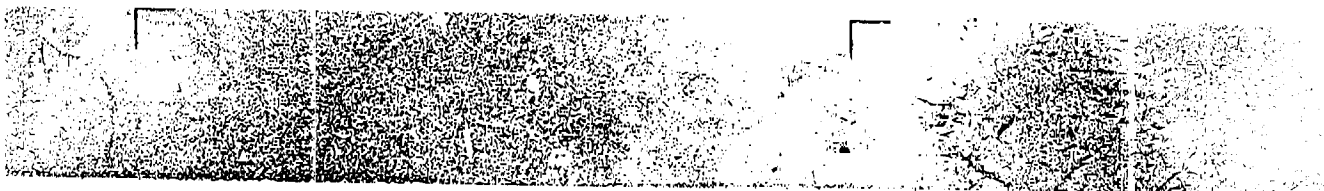
H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such

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Janice M. O'Brien
HANCOCK COUNTY RECORDER



Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in paragraph ii hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

4. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

5. 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 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 new Owner acknowledges the rights and powers of 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 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.

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HARRIS COUNTY RECORDER
Diane H. O'Brien

6. Control of the Lake and Common Areas.

A. Control by the Board. The Board shall regulate the Lake (but not the Private Lakes) and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lake and Common Areas.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lake or Common Areas by any Owner, nor shall the Lake or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

7. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lake (including the Private Lakes, as indicated), and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lake or the Common Areas.

(b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lake, the Private Lakes, or the Common Areas.

(c) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and use and enjoy the Lake and the Common Areas, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lake and the Common Areas.

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Jane M. O'Brien
HANCOCK COUNTY RECORDER

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lake, the Private Lakes, or the Common Areas, except with express permission from the Board.

(e) The Lake and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lake is and will be an integral part of the storm water drainage system serving the Development, and is intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lake which in any way interferes with its proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lake. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lake, except the Association may take steps to clear and purify the waters thereof by the addition of chemical or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. No Owner or other person shall take or remove any water from or out of the Lake, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lake.

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B. Use of Private Lakes. The use and enjoyment, and maintenance and repair, of the Private Lakes shall be regulated by separate Declaration with respect to the Lots within the Development which comprise a part of or are adjacent to the Private Lakes (the "Lake Lots"). The Private Lakes are intended to be for the sole and exclusive enjoyment of the Owners of the Lake Lots. Without limiting the foregoing, no boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Private Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Private Lakes. No person shall take or remove any water from or out of the Private Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems.

John M. Miller
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C. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 7 shall not apply to or be

binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lake and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lake and Common Areas.

8. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring December 31, 2018, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 9 hereof.

9. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners

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John A. [Signature]
HANCOR COUNTY RECORDER

and all mortgagees whose mortgage interests have been made known to the Association.

(vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hancock County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute or record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph shall terminate upon the completion of the Development Period.

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

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HANCOCK COUNTY RECORDER



The west 1/2 of the southwest 1/4 of Section 26, Township 16 North, range 5 East in Buck Creek Township, Hancock County, Indiana, said west 1/2 being more particularly described as follows:

BEGINNING at a brass monument marking the southwest corner of said 1/2 1/4 section; thence North 00° 46' 29" west (assumed bearing) along the west line of said 1/2 1/4 section a distance of 2680.95 feet to a Harrison monument marking the northwest corner of said 1/2 1/4 section; thence North 89° 09' 43" East along the north line of said 1/2 1/4 section a distance of 1332.45 feet to the northeast corner of said 1/2 1/4 section; thence South 00° 40' 18" East along the east line of said 1/2 1/4 section a distance of 1342.01 feet to the northwest corner of Cobblefield Estates, Section One, as per plat thereof recorded as Instrument No. 90-0777 in the Office of the Recorder of Hancock County, Indiana; thence South 00° 40' 51" East along the West line of Cobblefield Estates a distance of 1337.35 feet to the southeast corner of said 1/2 1/4 section; thence South 89° 05' 36" West along the south line of said 1/2 1/4 section a distance of 1327.84 feet to the point of beginning. Containing 81.836 acres, more or less. Subject to all legal highways, rights-of-ways, easements, and restrictions of record.

EXHIBIT "A"

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Jane A. Brown
HANCOCK COUNTY RECORDER