

AUG 31 2005

PROTECTIVE COVENANTS FOR DEER RUN DEVELOPMENT
IN TIPPECANOE COUNTY, INDIANA

Randal K. Lambirth
AUDITOR OF TIPPECANOE CO.

Developers Rondal K. Lambirth, Edward Mahan, E. Paulette Lambirth, and Belinda K. Mahan, hereby declare that they are the owners of the single-family, residential development of twelve (12) parcels described (on pages 1 through 12) and as depicted in the drawing (on page 13) of Exhibit A and located as shown on page 13 of Exhibit A, which is attached hereto and incorporated herein by reference. The development shall be known and designated as Deer Run Development.

All parcels in Deer Run Development shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any parcel in Deer Run Development without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all parcels in Deer Run Development; and they shall run with the land and shall inure to the benefit of and be enforceable by the owner(s) of any parcel in Deer Run Development, their respective legal representatives, heirs, successors, and assigns.

1. ARCHITECTURAL CONTROL COMMITTEE: There shall be an Architectural Control Committee composed of Rondal K. Lambirth, Edward Mahan, E. Paulette Lambirth, and Belinda K. Mahan. The members of the Architectural Control Committee named herein shall have the right to appoint additional members from owners of parcels in Deer Run Development. In the event of death or resignation of any member of said Architectural Control Committee, the remaining member or members shall have full authority to appoint a new member with like authority. No building, wall, fence, basketball goal, pool, animal shelters and runs or other structure shall be erected or placed on any parcel until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with other structures in Deer Run Development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee. The powers of the Architectural Control Committee in approving conformity and harmony of external design shall extend to definitions of quality of the

material of exterior wall covering together with aesthetics as set forth below. All exterior covering must be of good quality and of such a nature as to insure permanence and attractiveness.

In the event the Architectural Control Committee fails to give written approval or disapproval of such plans, specifications and plot plans within thirty (30) days after said plans, specifications and plot approval have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

None of the members of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Architectural Control Committee and members thereof shall cease on and after June 1, 2020. Thereafter, the approval described herein shall not be required unless prior to said date and effective thereon, a majority of the lot owners of Deer Run Development elect to continue the powers and duties of the Architectural Control Committee and appoint representatives who shall thereafter exercise the same powers previously exercised by the original Architectural Control Committee.

Chimneys: All exterior fireplace chimneys shall be of masonry construction.

Exterior Building Surfaces: All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled. No artificial brick or stone will be permitted. A minimum of 50% of the front exterior elevation shall consist of brick, stone or other material approved by the Architectural Control Committee.

Dwelling Unit Exterior: All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner.

Yard Lights: A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the owner of each parcel at a location on each parcel between the dwelling and the road.

Pools: No above-ground swimming pools shall be permitted.

Mailboxes: The Architectural Control Committee, subject to U.S. postal authority or regulations, reserves the right to designate where parcel owners shall place mailboxes and also reserves, subject to U.S. postal authority or regulations, the right to designate the type of mail boxes.

Antenna: No television or short-wave radio antenna or towers or other similar structures shall be erected or placed upon any parcel until the plans, specifications and plot plan showing the design, location and elevation have been approved in writing by the Architectural Control Committee.

Dish Antenna: Television "dish" antennas must be located and then camouflaged, covered or hidden in such a manner as required by the Architectural Control Committee.

Signs: Except for one professional sign advertising the property for sale or rent or when used by a builder to advertise the property during construction of a dwelling house and sale of a parcel, no sign of any kind shall be displayed to the public view on any parcel without the prior written approval of the Architectural Control Committee.

2. ARCHITECTURAL CONTROL: All approvals shall be requested by submission to the Architectural Control Committee of plans, specifications, and plot plans, in duplicate, showing the following:

- a. Existing, and proposed land contours and grades if required by Architectural Control Committee;
- b. The Dwelling Unit, and other improvements, access drives and other improved areas, and the locations thereof on the site;
- c. All landscaping, including proposed tree locations and planting areas, mail boxes and exterior ornamentation;

d. Plans for all floors, cross sections and elevations, including projections and wing walls;

e. Exterior lighting plans including night security lights and wiring thereto;

f. Walls, fencing and screening;

g. Patios, decks, pools and porches.

Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or for any drainage problems resulting therefrom. Every person or entity who submits plans to the Architectural Committee covenants and agrees, by such submission, that he or it will not bring any action or suit against the Architectural Control Committee or the Developer to recover any damages or to require the Architectural Control Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith.

The decision of the Architectural Control Committee shall be final.

3. LAND USE AND BUILDING TYPE: All parcels shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any parcel which are for any purpose other than residential use. All structures which shall be erected, altered, placed or permitted to remain on any parcel shall be in accordance with the approved plans, specifications and plot plans and the provisions of these restrictions.

Home-Based Business: No industry, business, trade or occupation or profession of any kind shall be conducted, maintained or permitted within any residence or on any parcel; provided, however, this restriction shall not be construed to prohibit an owner from: maintaining his professional library therein; keeping his personal business or professional records or accounts therein; handling his personal business or professional telephone calls or correspondence therein; or, on parcels of ten acres or more, raising horses and selling them. No nursery or day care operations of any kind shall be permitted within any residence or on any parcel.

4. DWELLING SIZE: No residence shall be erected upon any parcel in this addition as hereinafter defined having a square foot area of less than the following: 2,300 square feet for a one story dwelling; 2,700 square feet for a one and a half story dwelling; and 2,800 square feet for a two story dwelling. Breezeways, basements, above ground porches and garages shall be excluded in determining the area of the first floor square footage. Each residence shall have an attached garage of not less than 600 square feet unless written permission is granted by the Architectural Control Committee. All garages will be attached to the principal dwelling. No unattached storage or other type of building or structure of any kind will be permitted without written approval by the Architectural Control Committee. It is not the intention of this covenant to preclude buildings or structures of an ornamental nature, the existence of which must be approved by the Architectural Control Committee. All driveways built on any parcel shall be a minimum of twelve (12) feet wide and hard surfaced with blacktop or concrete for thirty-five (35) feet from its connection with any access road back toward the dwelling house.

5. EASEMENTS: There are strips of ground shown on the drawing of the development and marked "EASEMENTS" reserved for the use of public utilities for the installation of ducts, wires, lines and mains/ and drainage. No permanent or other structures are to be erected or maintained within the easements. The owners of parcels shall take title to their parcel subject to the right of the public utilities for the purpose of such easements and such easements are for the benefit of the owners of all parcels in the development. Each owner shall be responsible for the upkeep of all easement areas including the mowing thereof. No obstruction of drainage is permitted.

6. ZONING: Any building or other improvement located on any parcel in Deer Run Development shall be located in conformance with the Unified Zoning Ordinance of Tippecanoe County, Indiana, as said ordinance now exists or may hereinafter be amended from time to time as applicable to the zoning classification of Deer Run Development.

7. PARCEL: The word "parcel" as used in these protective restrictions, covenants, limitations and easements or as hereinafter used, may mean either any of the parcels described on the attached Exhibit A, upon which a residence or structure may be erected in accordance with

the restrictions hereinafter or hereinbefore set forth, or such further restrictions as may be set forth in the individual deeds from said owner, or its successors or assigns.

8. VEHICLES: No vehicle (automobile, motorcycle, truck, tractor, motor home, trailers, boats, utility vehicles, campers, snowmobiles, ATV's, etc.) shall be permitted to be parked on any parcel or anywhere in the development for more than 48 hours unless in a garage without the prior written approval of the Architectural Control Committee. It is the intention of the Architectural Control Committee to restrict parking to the garages upon said parcels and to further restrict vehicular parking in this development to the automobiles regularly used by the owners in said development.

9. NUISANCES: No noxious, unlawful or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the owners of Deer Run Development. No person shall engage or conduct any trade, business or profession in any structure located on any parcel in Deer Run Development.

10. RIGHT OF FIRST REFUSAL: No unimproved parcel in the development shall be sold or otherwise transferred by the owner without having first given the Developers the right of first refusal to purchase for the same price and upon the same terms and conditions.

11. GRASS: The grass surrounding any residence or other permitted building on a parcel shall be properly cut and free of weeds to keep a neat and attractive appearance. No unsightly objects shall be allowed to be placed or suffered to remain anywhere on any parcel.

12. OUTBUILDINGS: Except for the residence, no building or other structures of any kind whatsoever shall be erected or maintained on a parcel except for:

a. A private garage, with a minimum of 500 square feet, for the sole use of the owners or occupants of the parcel; and

b. Buildings for the storage of equipment and tools used in the maintenance of the parcel, private greenhouses, garden shelters, bath house as accessory to a swimming pool, and, if horses are specifically permitted on the parcel (parcels of ten acres or more), storage of horses.

13. BUILDINGS: Except as hereinafter provided, no building or permanent structure shall be constructed closer than twenty (20) feet to any property line nor closer than twenty-five (25) feet to the roadway easement.

14. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding on a parcel shall be used at any time as a residence, either temporarily or permanently.

15. FIREWOOD: No firewood may be stacked in front of the house extended to the side property lines and in no event shall such firewood be stacked in area in excess of four (4) feet by twenty-four (24) feet without the written permission of the Architectural Control Committee.

16. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, for any commercial purpose. All household pets must be kept on a leash or chain when not on the owner's parcel. Up to six (6) horses may be permitted on parcels in excess of ten (10) acres. No horses may be kept on any smaller parcel. Horses shall be rotated in pasture to avoid bare spots.

17. WASTE: No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be stored only in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All containers, incinerators or other equipment for the storage and disposal of trash, garbage, waste or rubbish shall not be visible from the street. Accumulation of rubbish, trash or garbage is prohibited. All ravines shall be kept in a natural state. No foreign materials of any type shall be dumped in or disposed of into any ravine.

18. TREES: No living trees in excess of ten (10) inches in diameter may be cut or removed from any parcel without prior written approval of the Architectural Control Committee, and, except as reasonably necessary to build a residence and accessory buildings, or as expressly authorized and approved in writing by the Architectural Control Committee, no tract shall be deforested in whole or in part.

19. CONSTRUCTION AND LAWN COMPLETION: Owners of parcels shall apply for a building permit within twenty-four (24) months of closing on the purchase of the parcel. All

construction shall be completed within twelve (12) months from obtaining a building permit, and grading and lawn shall be completed within sixteen (16) months from the start of construction. No unnecessary building materials, large piles of fill or trash shall be permitted on the parcel during construction.

20. SEPTIC: All waste disposal on the parcel will be in conformance with the laws of the State of Indiana, and the rules and regulations of the Indiana State Board of Health and the applicable ordinances of Tippecanoe County, Indiana.

21. FUEL TANKS: All fuel tanks shall be installed and maintained pursuant to the laws and the safety regulations applicable thereto. If not contrary to the law and the safety regulations thereto, all fuel tanks shall be installed underground; provided, however, if not contrary to the laws and safety regulations, oil tanks may be permitted in basements and utility rooms. If the law or safety regulations applicable thereto require installation of any fuel tanks above the ground, said tanks shall be camouflaged, covered or hidden so that they cannot be viewed from the road.

22. UTILITY LINES: All utility lines in the development, including electrical, telephone and TV cable, shall be buried.

23. ENFORCEMENTS: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages, but in no event shall there be a right of reversion.

All costs of enforcement of any of the covenants herein shall be borne by the prevailing party in the event proceedings at law or in equity are required. Costs herein are defined as court costs, attorney fees, expert fees, appraisal fees and any other costs found necessary to enforce the covenants herein.

24. HOMEOWNERS' ASSOCIATION: There will be from and after the filing of these covenants a Homeowners' Association of the owners of parcels in Deer Run Development, the owner of each parcel being designated as having one vote. Said Homeowners' Association shall have the right to impose on the owners of each parcel a reasonable annual fee which shall be used by the Homeowners' Association for the purpose of taking care of any common areas, street

cleaning, entry signs, landscaping, street lights, drainage easements both on and off site of the development and retention ponds, etc. and any other purposes that the Homeowners' Association may, from time to time after notice to its owners, desire provided such uses are for the benefit of the addition. Contemporaneously with the filing of these covenants, the articles of the Homeowners' Association of this development will be prepared and will be recorded and will be effective from and after the date of this filing, and the same shall be recorded in the office of the Recorder of Tippecanoe County and from and after the date of this filing the same shall control the conduct of the property owners of this development.

The Homeowners' Association shall impose a fee on the owners of each parcel sufficient to pay all costs of maintenance and reconstruction of all drainage easements, both on site of the development, and off site to the nearest legal drain. Such costs shall be determined by the Tippecanoe County Surveyor or Tippecanoe County Drainage Board, and the fee shall be sufficient to pay all such costs as so determined. The decision of the Surveyor or Drainage Board as to what maintenance or reconstruction needs to be done shall be final.

In the event the Association fails to impose a fee sufficient to pay such costs, the Tippecanoe County Drainage Board may impose an assessment sufficient to do so which assessment may be levied as are other drainage assessments pursuant to the Indiana Code.

All provisions of these covenants having to do with the Association and its powers, duties and obligations associated with drainage shall be irrevocable by the parcel owners unless and until consent is received in writing from the Drainage Board of Tippecanoe County for such changes,

25. INVALIDATION: Invalidation of any one of these protective covenants and restrictions by judgment or court order shall in no way affect any of the other protective restrictions therein, which shall remain in full force and effect.

26. SUBDIVISION OF PARCELS: Further division or subdividing of any parcel shall not be permitted unless a special exception is granted by the Architectural Control Committee and shall not permit or grant additional building sites. By way of limitation of the Unified

Zoning Ordinance and Unified Subdivision Ordinance, all requests for special exception and variance in this development must be first approved by the Architectural Control Committee.

27. WATER DRAINAGE: No owner of a parcel shall block or hinder any surface water or subsurface water drainage or runoff, nor shall he do anything to disrupt, obstruct or retard the natural flow of any surface water runoff and erosion control plan. The existing soil conservation terrace and catch basin shall be maintained in place and in operating condition.

28. EROSION CONTROL: Surface water runoff and erosion control plans shall also be included in parcel owner's landscaping plans in detail. Such plans shall incorporate not only what controls will be implemented during the construction, but will also detail the permanent plans for surface water runoff and erosion control after construction.

29. ROAD ASSESSMENT: Each parcel owner shall pay an equal share for the cost of maintaining all private common roadways in good, passable condition and repair and for snow removal. After all parcels are sold, Developers Rondal K. Lambirth, E. Paulette Lambirth, Edward Mahan, and Belinda K. Mahan shall have no further responsibility as to the cost of maintenance and snow removal.

30. ROADWAY: The roadway shall be for use by licensed drivers only and shall not be use by or for go-carts, snowmobiles, motorcycles (other than for ingress and egress), ATV's, or any other off-road vehicles.

31. COST AND ATTORNEY FEES: In any proceeding arising because of the failure of an owner of a parcel to pay any assessments or amounts due pursuant to these covenants, the By-Laws, or any rules and regulations of the Homeowners' Association adopted pursuant thereto, as each may be amended from time to time, the Homeowners' Association shall be entitled to recover its legal costs, including its reasonable attorney's fees.

32. FUTURE DEVELOPMENT: Additional properties may be developed by Developer and made subject to these covenants. Additional development by these owners with different restrictions may be completed without the consent of the owners of parcels in Deer Run Development.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
this 22 day of August, 2005.

Rondal K. Lambirth
Rondal K. Lambirth

E. Paulette Lambirth
E. Paulette Lambirth

Edward Mahan
Edward Mahan

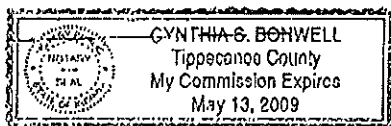
Belinda K. Mahan
Belinda K. Mahan

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Rondal K. Lambirth, Edward Mahan, E. Paulette Lambirth and Belinda K. Mahan, who acknowledged execution of the above and foregoing Restrictions for Decr Run Development and the truth of the facts stated therein.

Witness my hand and seal this 22nd day of August, 2005.

My Commission Expires:



Cynthia S. Bonwell
Notary Public
Printed: Cynthia S. Bonwell
Residing in Tippecanoe County, IN

This instrument prepared by:
Rondal K. Lambirth
E. Paulette Lambirth
Edward Mahan
Belinda K. Mahan

EXHIBIT A

LEGAL DESCRIPTION - PARCEL ONE WITH DRAINAGE EASEMENT

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northeast Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at the northwest corner of the northeast quarter of Section 28-24-3, said corner being marked by a wood post; thence South 88° 43' 05" East along the north line of said quarter a distance of 400.01 feet to the point of beginning of the herein described tract; thence South 88° 43' 05" East along said north line a distance of 270.00 feet; thence South 00° 09' 09" West parallel with the west line of said quarter a distance of 330.00 feet; thence North 88° 43' 05" West parallel with said north line a distance of 270.00 feet; thence North 00° 09' 09" East parallel with said west line a distance of 333.00 feet to the point of beginning, containing 2.045 acres, more or less.

The above described tract represents Parcel 1 as shown on a Parcelization recorded as Document Number 90-09210 in said Office of the Recorder.

The above described tract of ground being subject to the following permanent non-exclusive drainage easement described as follows:

The southern 10.00 feet of the above described 2.045 acre tract.

LEGAL DESCRIPTION - PARCEL TWO WITH DRAINAGE EASEMENT

A part of the Edward L. and Bolinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northeast Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at the northwest corner of the northeast quarter of Section 28-24-3, said corner being marked by a wood post; thence South $88^{\circ} 43' 05''$ East along the north line of said quarter a distance of 400.01 feet; thence South $00^{\circ} 09' 09''$ West parallel with the west line of said quarter a distance of 330.00 feet to the point of beginning of the herein described tract; thence South $88^{\circ} 43' 05''$ East parallel with said north line a distance of 270.00 feet; thence South $00^{\circ} 09' 09''$ West parallel with said west line a distance of 330.00 feet; thence North $88^{\circ} 43' 05''$ West parallel with said north line a distance of 270.00 feet; thence North $00^{\circ} 09' 09''$ East parallel with said west line a distance of 330.00 feet to the point of beginning, containing 2.045 acres, more or less.

The above described tract represents Parcel 2 as shown on a Parcelization recorded as Document Number 90-09210 in said Office of the Recorder.

The above described tract of ground being subject to the following permanent non-exclusive drainage easement described as follows:

The northern 10.00 feet of the above described 2.045 acre tract.

LEGAL DESCRIPTION - PARCEL THREE WITH DRAINAGE EASEMENT

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northeast Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at the northwest corner of the northeast quarter of Section 28-24-3, said corner being marked by a wood post; thence South 88° 43' 06" East along the north line of said quarter a distance of 400.01 feet; thence South 00° 09' 09" West parallel with the west line of said quarter a distance of 300.00 feet to the point of beginning of the herein described tract; thence South 00° 09' 09" West parallel with said west line a distance of 275.00 feet; thence North 88° 43' 05" West parallel with said north line a distance of 400.01 feet to said west line; thence North 00° 09' 09" East along said west line a distance of 75.00 feet; thence South 89°-17'-16" East a distance of 100.00 feet; thence North 00° 09' 09" East parallel with said west line a distance of 199.01 feet; thence South 88° 43' 05" East parallel with said north line a distance of 300.00 feet to the point of beginning, containing 2.067 acres, more or less.

The above described tract represents Parcel 3 as shown on a Parcelization recorded as Document Number 90-09210 in said Office of the Recorder.

The above described tract of ground being subject to the following permanent non-exclusive drainage easement described as follows:

The northern 10.00 feet of the above described 2.067 acre tract.

LEGAL DESCRIPTION - PARCEL FOUR WITH DRAINAGE EASEMENT

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lamblith, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northeast Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at the northwest corner of the northeast quarter of Section 28-24-3, said corner being marked by a wood post; thence South 88° 43' 05" East along the north line of said quarter a distance 400.01 feet to the point of beginning of the herein described tract; thence South 00° 09' 09" West parallel with the west line of said quarter a distance of 300.00 feet; thence North 88° 43' 05" West parallel with said north line a distance of 300.00 feet; thence North 00° 09' 09" East parallel with said west line a distance of 300.00 feet to said north line; thence South 88° 43' 05" East along said north line a distance of 300.00 feet the point of beginning, containing 2.066 acres, more or less.

The above described tract represents Parcel 4 as shown on a Parcelization recorded as Document Number 90-09210 in said Office of the Recorder.

The above described tract of ground being subject to the following permanent non-exclusive drainage easement described as follows:

The southern 10.00 feet of the above described 2.066 acre tract.

LEGAL DESCRIPTION - PARCEL FIVE

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the North Half of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Beginning at the northwest corner of the northeast quarter of Section 28-24-3, said corner being marked by a wood post; thence South 88° 43' 05" East along the north line of said quarter a distance of 100.01 feet; thence South 00° 09' 09" West parallel with the west line of said quarter a distance of 249.01 feet; thence North 89° 17' 16" West parallel with the north line of the northwest quarter of said section a distance of 1500.00 feet; thence North 00° 09' 09" East parallel with said west line a distance of 250.00 feet to said North line; thence South 89° 17' 16" East along said north line a distance of 400.00 feet to the point of beginning, containing 2.868 acres, more or less.

The above described tract represents Parcel 5 as shown on a Parcelization recorded as Document Number 90-09211 in said Office of the Recorder.

LEGAL DESCRIPTION - PARCEL SIX

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the North Half of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at the northwest corner of the northeast quarter of Section 28-24-3, said corner being marked by a wood post; thence South 88° 43' 05" East along the north line of said quarter a distance of 100.01 feet; thence South 00° 09' 09" West parallel with the west line of said quarter a distance of 249.01 feet to the point of beginning of the herein described tract; thence South 00° 09' 09" West parallel with said west line a distance of 250.00 feet; thence North 89° 17' 16" West parallel with the north line of the northwest quarter of said section a distance of 500.00 feet; thence North 00° 09' 09" East parallel with said west line a distance of 250.00 feet; thence South 89° 17' 16" East parallel with said north line a distance of 500.00 feet to the point of beginning, containing 2.869 acres, more or less.

The above described tract represents Parcel 6 as shown on a Parcelization recorded as Document Number 90-09211 in said Office of the Recorder.

LEGAL DESCRIPTION - PARCEL SEVEN

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northwest Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at the northeast corner of the northwest quarter of Section 28-24-3, said corner being marked by a wood post; thence South 00° 09' 09" West along the east line of said quarter a distance of 500.00 feet to the point of beginning of the herein described tract; thence South 00° 09' 09" West along said east line a distance of 250.00 feet; thence North 89° 17' 16" West parallel with the north line of said quarter a distance of 400.00 feet; thence North 00° 09' 09" East parallel with said east line a distance of 250.00 feet; thence South 89° 17' 16" East parallel with said north line a distance of 400.00 feet to the point of beginning, containing 2.295 acres, more or less.

The above described tract represents Parcel 7 as shown on a Parcelization recorded as Document Number 90-09211 in said Office of the Recorder.

LEGAL DESCRIPTION - PARCEL EIGHT

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northwest Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commoning at the northeast corner of the northwest quarter of Section 28-24-3, said corner being marked by a wood post; thence South 00° 09' 09" West along the east line of said quarter a distance of 750.00 feet to the point of beginning of the herein described tract; thence South 00° 09' 09" West along said east line a distance of 242.10 feet to the southeast corner of 30 acres off of the north end of the east half of said quarter, said corner being marked by a 3/4" x 30" reinforcing rod with an aluminum cap stamped "VESTER & ASSOC. INC. PATRICK CUNNINGHAM RLS S0322"; thence North 89° 17' 16" West along the south line of said 30 acre tract a distance of 400.00 feet; thence North 00° 09' 09" East parallel with said east line a distance of 242.10 feet; thence South 89° 17' 16" East parallel with the north line of said quarter a distance of 400.00 feet to the point of beginning, containing 2.223 acres, more or less.

The above described tract represents Parcel 8 as shown on a Parcelization recorded as Document Number 90-09211 in said Office of the Recorder.

LEGAL DESCRIPTION: PARCEL 9

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northwest Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at a Berntsen A1NB monument marking the location of the Northeast Corner of the Northwest Quarter of said Section 28; thence North $89^{\circ}-17'-16''$ West, along the northern line of said Northwest Quarter, 400.00 feet to a Vester and Associates capped rebar found (hereinafter referred to as rebar found) marking the location of the northwest corner of Parcel 5 as shown on a Parcelization recorded as Document Number 90-09211 in said Office of the Recorder and the POINT OF BEGINNING; thence South $00^{\circ}-09'-09''$ West, along the western lines of said Parcel 5 and a Parcel 6 as shown on said Parcelization, 600.00 feet to the southwest corner of said Parcel 6; thence North $89^{\circ}-17'-16''$ West, parallel with the northern line of said Northwest Quarter, 917.25 feet to the western line of the East Half of said Northwest Quarter; thence North $00^{\circ}-01'-44''$ East, along said western line, 600.02 feet to a rebar found on the northern line of said Northwest Quarter; thence South $89^{\circ}-17'-16''$ East, along said northern line, 918.33 feet to the POINT OF BEGINNING, containing 10.53 acres, more or less.

This description is based on a Plat of Survey prepared by Vester and Associates and recorded as Document Number 90-07164 in the said Office of the Recorder;

LEGAL DESCRIPTION: PARCEL 10

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northwest Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at a Berntsen A1NB monument marking the location of the Northeast Corner of the Northwest Quarter of said Section 28; thence North $89^{\circ}-17'-16''$ West, along the northern line of said Northwest Quarter, 400.00 feet to a Vester and Associates capped rebar found (hereinafter referred to as rebar found) marking the location of the northwest corner of Parcel 5 as shown on a Parcelization recorded as Document Number 90-09211 in said Office of the Recorder; thence South $00^{\circ}-09'-09''$ West, along the western lines of said Parcel 5 and a Parcel 6 as shown on said Parcelization, 500.00 feet to the southwest corner of said Parcel 6 and the POINT OF BEGINNING; thence continuing South $00^{\circ}-09'-09''$ West, along the western lines of Parcel's 7 and 8 of said Parcelization, 492.10 feet to a rebar found marking the location of the southwest corner of said Parcel 8; thence North $89^{\circ}-17'-16''$ West, along the southern line of 30 acres off of the north end of the east half of said Northwest Quarter, 916.19 feet to a rebar found on the western line of the East Half of said Northwest Quarter; thence North $00^{\circ}-01'-44''$ East, along said western line, 492.11 feet; thence South $89^{\circ}-17'-16''$ East, parallel with the northern line of said Northwest Quarter, 917.25 feet to the POINT OF BEGINNING, containing 10.36 acres, more or less.

This description is based on a Plat of Survey prepared by Vester and Associates and recorded as Document Number 90-07164 in the said Office of the Recorder.

LEGAL DESCRIPTION: PARCEL 11

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northeast Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at a Bernlsen A1NB monument marking the location of the Northwest Corner of the Northeast Quarter of said Section 28; thence South $00^{\circ}-09'-11''$ West, along the western line of said Northeast Quarter, 575.00 feet to a Vester and Associates capped rebar found (hereinafter referred to as rebar found) marking the location of the southwestern corner of Parcel 3 as shown on a Parcelization recorded as Document Number 90-09210 in said Office of the Recorder and the POINT OF BEGINNING; thence South $88^{\circ}-43'-05''$ East, along the southern line of said Parcel 3, a distance of 400.01 feet to the western line of Parcel 2 as shown on said Parcelization; thence traversing the western and southern lines of said Parcel 2 the following two courses; 1) South $00^{\circ}-09'-09''$ West, 85.00 feet; 2) thence South $88^{\circ}-43'-05''$ East, 250.00 feet; thence South $00^{\circ}-09'-09''$ West, 677.04 feet to the southern line of the northwest quarter of the Northeast Quarter of said Section 28; thence North $88^{\circ}-49'-33''$ West, along said southern line, 649.98 feet to a rebar found on the western line of said Northeast Quarter; thence North $00^{\circ}-09'-09''$ East, along said western line, 763.26 feet to the POINT OF BEGINNING, containing 10.89 acres more or less.

This description is based on a Plat of Survey prepared by Vester and Associates and recorded as Document Number 90-07164 in the said Office of the Recorder.

LEGAL DESCRIPTION: PARCEL 12

A part of the Edward L. and Belinda Kay Mahan, an undivided one-half interest, and the Rondal K. and E. Paulette Lambirth, an undivided one-half interest, real estate as recorded in Document Number 02-002463 in the Office of the Recorder of Tippecanoe County, Indiana and located in the Northeast Quarter of Section 28, Township 24 North, Range 3 West, Washington Township, Tippecanoe County, Indiana and being more completely described as follows:

Commencing at a Berntsen A1NB monument marking the location of the Northwest Corner of the Northeast Quarter of said Section 28; thence South 00°-09'-11" West, along the western line of said Northeast Quarter, 575.00 feet to a Vester and Associates capped rebar found (hereinafter referred to as rebar found) marking the location of the southwestern corner of Parcel 3 as shown on a Parcelization recorded as Document Number 90-09210 in said Office of the Recorder; thence South 88°-43'-05" East, along the southern line of said Parcel 3, a distance of 400.01 feet to the western line of Parcel 2 as shown on said Parcelization; thence traversing the western and southern lines of said Parcel 2 the following two courses; 1) South 00°-09'-09" West, 85.00 feet; 2) thence South 88°-43'-05" East, 250.00 feet to the POINT OF BEGINNING; thence South 00°-09'-09" West, 677.04 feet to the southern line of the northwest quarter of the Northeast Quarter of said Section 28; thence South 88°-49'-33" East, along said southern line, 673.23 feet to a rebar found marking the location of the southeast corner of the northwest quarter of the Northeast Quarter of said Section 28; thence North 00°-25'-24" East, along the eastern line of the northwest quarter of the said Northeast Quarter, 671.43 feet to a P.K. Nail found marking the location of the southeast corner of the James L. and Pamela Jo Loft real estate as described in Document Number 91-10560 and also shown on a Plat of Survey recorded as Document Number 91-09573 in said Office of the Recorder; thence North 88°-20'-38" West, along the southern line of said Loft real estate, 656.52 feet to a rebar found marking the location of the southeast corner of said Parcel 2; thence North 88°-43'-05" West, along the southern line of said Parcel 2, a distance of 20.00 feet to the POINT OF BEGINNING, containing 10.44 acres more or less.

This description is based on a Plat of Survey prepared by Vester and Associates and recorded as Document Number 90-07164 in the said Office of the Recorder.

