

144-02100-0431
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Recorded 12-20-00
9:30AM

**RESTRICTIVE COVENANTS
FOR
RAINEYBROOK SUBDIVISION, REVISED, PHASE 5**

Rbrook, L.L.C., an Indiana Limited Liability Company (hereinafter sometimes referred to as "Developer" and sometimes referred to as "Rbrook"), being the owner and developer of all the real estate platted as **Raineybrook Subdivision, Revised, Phase 5** in the County of Tippecanoe, State of Indiana, does hereby establish the following covenants, restrictions and conditions to govern the use and occupancy of the lots located therein:

The streets as shown on the recorded plats are now dedicated to the public for use as public highways. The easements as shown on the recorded plats are reserved for the purposes thereon indicated.

The covenants, restrictions and conditions governing the use and occupancy of the lots are as follows:

1. All lots shall be known and described as single family residential lots. No structures shall be erected, altered, placed or permitted to remain, on any lot, which are for any purpose other than single family residential use. All structures which shall be erected, altered, placed or permitted to remain on any lot, shall be in accordance with the provisions of these Restrictions.
2. No building, wall, fence or other structure shall be erected, or placed on any lot site until the building plans, specifications, and site plans, showing the location of structure, architecture, materials for the exterior construction of such building, and erosion control measures have been approved in writing as to the conformity and harmony of external design of the residence with other structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation by a Building Committee composed initially of William R. Davis and Russell E. Clayton, or by any one of them.

In the event said Committee, or any one of the members, fails to disapprove, or approve, such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have

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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

DEC 20 2000

Robert A. Whiting
CLERK OF TIPPECANOE CO.

been fully complied with. However, in such an event, any building, wall, fence or other structure, shall conform without exception to all conditions and criteria established in these Restrictive Covenants, and any fence or wall shall also conform in design and harmony with the external design of the dwelling.

None of the members of the said Committee shall be entitled to any compensation for services performed pursuant to the Covenant. The powers and duties of this Committee, and the members thereof, shall continue so long as these Restrictive Covenants remain in effect. In the event of resignation, or death of any member of said Committee, the remaining member(s) shall have full authority to appoint a new member with like authority. Upon the resignation or death of all initial members of the Committee, the lot owners shall begin appointing a Committee of three to serve as the Building Committee to exercise the same powers previously exercised by the initial Committee.

3. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Tippecanoe County Drainage Board and the requirements of all drainage permits for this plat issued by said Department.
4. The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 Storm Water Run-Off Associated with construction Activity, a copy of which is on file with the Developer. The lot owner agrees to take all erosion control measures contained therein as the plan applies to "land disturbing activity" undertaken by lot owner or lot owner's subcontractors, and agrees to comply with the terms of the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources, as amended from time to time.

It shall be the responsibility of each owner of each lot in this subdivision to comply with all regulations regarding land disturbing activities and soil erosion control during the

construction of the residence upon the lot. In particular, the owner shall be responsible for complying with Step 1 through Step 6, inclusive, of the attached Exhibit B. The lot owner shall further be responsible for controlling the activities of his contractors by requiring such items as silt fence, temporary gravel construction entrance, temporary seeding, inlet protection and other erosion control measures as may be necessary.

By assuming ownership of the lot, the lot owner thereby releases the Developer, the Building Committee, and the Developer's Engineer from all responsibility for land disturbing activities upon the lot. The lot owner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by lot owner, lot owner's employees, agents, contractors or subcontractors.

5. No building shall be located nearer to the front lot line, nor nearer to any side street line, than the building set-back lines shown on the recorded plats. In any event, no building shall be located on any residential building lot nearer than twenty-five (25) feet from the dedicated rights-of-way of the streets, or from the dedicated cul-de-sacs, nor shall any building be located nearer than six (6) feet to any side property line.
6. No fence or wall, which obstructs sight lines at an elevation between two (2) and six (6) feet above the roadways, shall be placed, or permitted to remain, on any corner lot within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersection, unless the foliage line is maintained at sufficient heights to prevent obstruction of said sight lines.
7. The areas shown on the recorded plats as conservation easements are intended to remain in their natural state. No fertilizers, herbicides, or other chemicals may be applied or otherwise deposited in such areas. No mechanical equipment (i.e., lawn mower, weed trimmer, etc.) may be operated or otherwise used in such areas. Any clearing or other activities which would disturb the natural state of such areas may be done only with the prior approval of the Developer, or its successors or assigns.

8. All lawns will be seeded and straw covered, sodded or otherwise protected, from erosion onto adjoining real estate, as shall be determined by the Building Committee heretofore designated.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Further-more, no unlawful or immoral use or activity shall be permitted on the tract.
10. No trailer, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding, shall at any time be used as a residence, temporarily or permanently, nor shall any shelter be used as a temporary residence, regardless of character. A camping trailer, camper or recreational vehicle may be stored, but not used for living purposes on the tract.
11. The structure erected, altered, placed or permitted to remain on any building lot, shall comply with the following requirements:
 - a. Each dwelling will have an attached garage. Such garage shall not be less than "two-car".
 - b. Each one story dwelling shall have a minimum of 1800 square feet of livable floor area. Each two story dwelling shall have a minimum of 2050 square feet of livable floor area. Livable floor area shall not include garages, basements, open porches and open breezeways.
 - c. Each dwelling shall be designed with a minimum of two (2) bathrooms.
 - d. All permanent driveways built on any lot shall be hard surfaced.
 - e. No boat, or camping trailer, camper, or recreational vehicle of any description shall be stored on any lot exposed to view from the street or neighboring lot.
 - f. Satellite dishes, TV antennas, or towers of any type, shall not be permitted on any lot; except that satellite dishes up to 18" in diameter may be installed following approval of the Building Committee which may impose any restrictions on such installation which it deems appropriate. Overhead utility lines, including power and

telephone, shall be held to a minimum and all service lines to the dwelling shall be underground.

12. No accessory outbuildings, detached storage buildings, or other structures separate from the residential structure shall be erected on any of the residential lots.
13. No fence shall be erected on any of the residential lots without the advance written approval of the Building Committee. No fence shall be erected in any easement area, including, but not limited to, drainage, utility, and landscape easements. All fences will be similar in design to that attached as Exhibit A. The Building Committee shall review all such requests pursuant to the standards and procedures set forth in Section 2.
14. Every single family dwelling, garage or other structure permitted to be constructed or to remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner. No trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.
15. No outside fuel storage tanks shall be permitted above ground. Any fuel tank permitted must be installed and maintained pursuant to the laws and safety regulations applicable thereto. No gasoline storage shall be permitted above or below ground in the Subdivision.
16. No unlicensed vehicle shall be permitted on any lot (unless stored in a garage and not exposed to view), street, or cul-de-sac, for more than twenty-four (24) hours. All automobile repairs for gain are prohibited, and if performed by owner for a member of that household, said repairs shall be performed in the garage and not exposed to view.
17. Any and all fences, or ornamental yard lights, mounding, or screening placed on the lot outside of the right-of-way or landscaping easements and which are furnished by the Developer, will be kept and maintained by the owner of the lots on which the same are placed or constructed, for so long as these Restrictions shall run. No change in location or in structure of any fences, yard lights or screening, will be undertaken by said lot owners

without the prior written consent of the Building Committee heretofore designated. Ownership of said fences and lights and screening will be in the owner of each lot, subject to this condition.

18. Any parts of the dedicated street rights-of-way, which are not actually occupied by the pavement, gutters, curbs, and sidewalks, shall be maintained by the adjacent lot owners as a part of their lawns. Any gates, pillars, signs, landscaping, or other fixtures located within the landscaping easements or rights-of-way, or other items appurtenant thereto which are located within the landscaping easements or rights-of-way, shall be maintained by the Homeowner's Association.
19. All driveways built on any lot in this Subdivision shall be paved. A four (4) foot concrete public sidewalk shall be constructed by the owner of the lot who builds the residential structure on the lot, said sidewalk to be constructed per approved construction plans.
20. The streets as shown on said recorded plats are dedicated to the public for use as public highways. The easements as shown on said recorded plats are reserved for the purpose thereon indicated. No improvement of any type or description shall be erected or allowed within the areas designated as drainage easements, or retention areas on said plats. No alteration shall be made in the topography within the drainage system, without the prior consent of the Tippecanoe County Drainage Board.
21. No improvement which has partially or totally been destroyed by fire or otherwise damaged shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
22. The owner of any lot in the Subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such owner shall:
 - a. Mow the lot at such times as may reasonably be required in order to prevent the unsightly growth of grass and weeds.
 - b. Remove any debris or rubbish, which may accumulate.

- c. Keep the exterior of all improvements in such a state of repair or maintenance to avoid an unsightly appearance.
 - d. Maintain all fences in top quality condition, including replacement of damaged or rotten fence posts or panels. The Homeowners Association may enforce this provision by requiring either appropriate maintenance by the Owner or removal of the fence by the Owner.
23. No animals shall be kept or maintained on any lot in the Subdivision except usual household pets, namely dogs and cats, and, in such case, such household pets shall be kept reasonably quiet and contained, either on a leash or in a fenced area whenever outside, so as not to become a nuisance. No owner shall have more than two (2) household pets on any lot at any one time.
24. A no on-street parking restriction will apply to those lots whose driveways outlet on the circular portion of any cul-de-sac. This restriction will be enforced and appropriate signs erected by the Homeowners Association upon the Association's receipt of a request to do so by the Tippecanoe School Corporation. The request must be submitted to the Association through the Tippecanoe County Highway Engineer. The Tippecanoe County Highway Engineer must approve this request and the Tippecanoe School Corporation must provide school bus pick-up service to these lots before the restrictions are to be enforced. The provision of school bus service means the pick-up of students at the points where the driveways outlet on the circular portion of the cul-de-sacs.
25. Direct vehicular access to and from any lots to U.S. 231 is prohibited. Direct vehicular access to and from Lots 110, 139, 140, and 141 to Admirals Point Drive is prohibited. These restrictions shall be enforceable by the Area Plan Commission and irrevocable by the lot owners.
26. Until the Board of Commissioners of Tippecanoe County and/or the Tippecanoe County Drainage Board accepts the Storm Water Drainage and Storm Water Detention Systems of Raineybrook Subdivision, Revised, Phase 5, such will be maintained by the Rbrook Homeowners Association, Inc., its successors and assigns (herein sometimes referred to as the "Association" or the "Homeowner's Association"). Rbrook Homeowners Association, Inc. is, or will be, an Indiana nonprofit corporation organized and existing under the laws of

the State of Indiana whose members are the developer and owners of the lots in Raineybrook Subdivision.

27. Each owner shall have a right and easement of use and benefit of the Storm Water Drainage and Storm Water Detention Systems which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
- a. the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - b. the right of the Association to dedicate or transfer all or any part of the Storm Water Drainage System and Storm Water Detention System to any public agency, authority, or utility for such purposes.

Any owner may delegate, in accordance with the By-Laws, his right of use and benefit of Storm Water Drainage and Storm Water Detention Systems and facilities to his tenants, or contract purchasers who reside on the property.

28. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
 - b. on December 31, 2010.
29. The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges as determined and established by the Board of Directors of the Association, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The initial annual assessment is \$180.00, and will remain at such level until changed by the Board of Directors of the Association.

Unpaid annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The assessments levied by the Board of Directors of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Raineybrook Subdivision (and additional parts or other areas if added by Rbrook), including the care, preservation, supervision, improvement, maintenance and operation by the Association of all entryway signs, landscaping, the Storm Water Drainage System and the Storm Water Detention Basin, together with its outlet and water level control structures, and of any park area and improvements situated thereon, including but not limited to: (1) the payment of taxes and insurance in connection therewith, (2) the repair, replacement and making of additions thereto; (3) the payment of the costs of labor and equipment and materials required, and management, supervision, maintenance and repair.

The owner of any lot in this section, or any future section of the subdivision, the Board of Commissioners of Tippecanoe County and/or the Tippecanoe County Drainage Board shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the landscaping, Storm Water Drainage System and Storm Water Detention System Improvements, as above provided, and to assess the owners of all lots in this section and future sections of the subdivision with the cost thereof.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Written notice of any meeting called for the purpose of taking any action authorized hereinabove (special assessments) shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall re-adjourn within seven (7) days thereafter, without notice other than an announcement at the meeting. The presence at the re-adjourned meeting of members or of proxies entitled to cast fifteen percent (15%) of all the votes of each class of membership shall constitute a quorum.

Both annual and special assessments must be fixed at a uniform rate for all lots.

The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of the respective lot from Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth

whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Storm Water Drainage and Storm Water Detention Systems or abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. 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 became 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.

30. The Developer, for Lots 121 through 131, hereby covenants, and each subsequent owner of such lots by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in addition to the annual assessments and special assessments previously set forth, a lake assessment for the care and maintenance of the lake lying immediately west of said Lots 121 through 131.

Said lake assessment shall be collected by the Association, and the Association shall pay such lake assessment to the person or entity responsible for the care and maintenance of said lake ("Responsible Entity"). Initially, the Developer is such Responsible Entity, and it is currently anticipated that The Reserve at Raineybrook Homeowners Association will become the Responsible Entity. The Association shall be responsible for payment of the lake assessments to the Responsible Entity whether or not it collects the same. The Association may collect any unpaid lake assessments in the same manner as it collects any annual or special assessments. The lake assessment shall be determined by the Responsible Entity. The amount of the lake assessment is initially set at \$120 per year, and will remain at such level until changed by the Responsible Entity. The lake assessment shall be used exclusively for the care, preservation, supervision, improvement, maintenance and operation by the Responsible Entity of the lake lying immediately west of Lots 121 through 131.

The foregoing Covenants, Restrictions and Conditions shall run with the land and shall be binding on all parties owning, or claiming any interest in, any lot or part thereof in the Subdivision and all persons claiming under them, until January 1, 2025, at which time they shall be automatically extended for successive periods of ten years, unless, by vote of a majority of the then owners of the lots, it is agreed to change or abolish said Covenants, Restrictions and Conditions in whole or in part.

The Association or any owner shall have the right to institute and prosecute any proceeding at law or in equity against any person violating or threatening to violate the terms of these restrictive covenants, including any failure to pay any assessment when due. Any such person against whom such action is taken shall be responsible for the payment of all court costs, costs of collection, interest at the rate of one and one-half percent (1-1/2%) per month, and reasonable attorney fees of the Association or owner in the event the court finds for the Association or owner. The failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in no event be deemed as a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from said covenants, restrictions and conditions.

The Developer hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration, which amendments shall be in writing, executed by Developer, and recorded with the Recorder of Tippecanoe County, Indiana. No such amendment, however, shall restrict or diminish the rights or obligations nor disproportionately increase or enlarge the obligations of any Owner. Additionally, no such amendment shall impose additional obligations on any Lots conveyed to Owners prior to such amendment. Developer shall give notice in writing to such Owners of any amendments. Developer shall have the full right and authority to amend this Declaration to include additional real estate as part of Raineybrook Subdivision subject to the covenants, restrictions and standards herein contained.

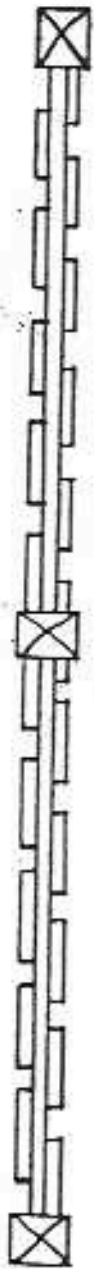
The Developer, its successors and assigns, hereby waives any and all right to object to the establishment of the Storm Water Drainage System and Storm Water Detention System of Raineybrook Subdivision, Revised, Phase 5 as a legal drain under the management and control of the Tippecanoe County Drainage Board and/or the Tippecanoe County Board of Commissioners.

Invalidation of any one of these Covenants, Restrictions and Conditions by judgment or decree in court shall not affect any of the other provisions hereof, which shall remain in full force and effect.

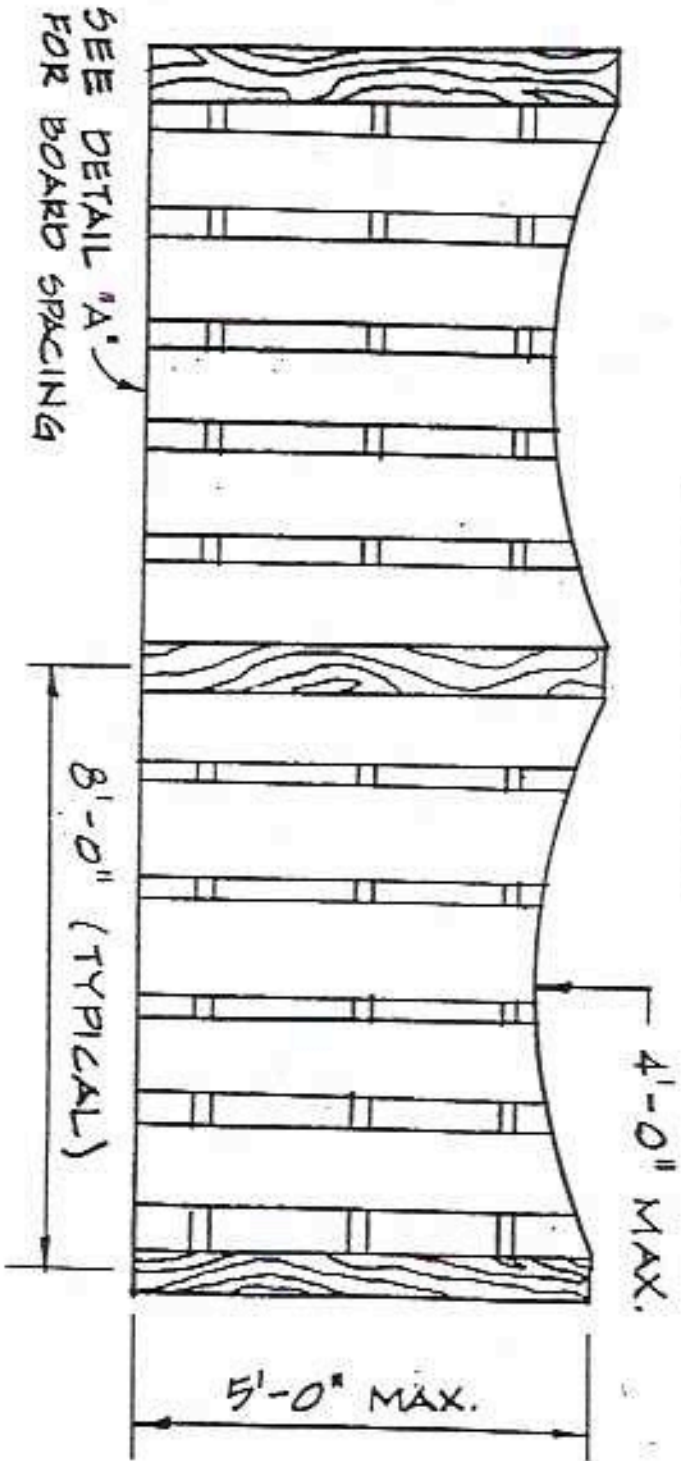
This instrument was prepared by **Andrew S. Gutwein**, of the law firm **BENNETT, BOEILING & CLARY**, Columbia Center, 415 Columbia Street, Suite 1000, P.O. Box 469, Lafayette, Indiana 47902 - Telephone: (765) 742-9066
(R.Brook, L.L.C. 3272.7/Raineybrook S/D-Revised, Phase 5/Restrictive Covenants)

Return to: RBROOK L.L.C.
745 CARDINAL DRIVE
LAFAYETTE, INDIANA 47905

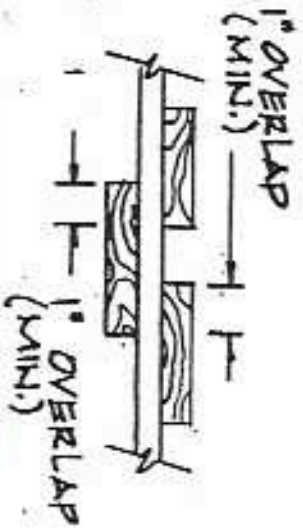
EXHIBIT 'A'



TOP VIEW



FRONT VIEW



DETAIL "A"

**AMENDMENT NO. 1 TO RESTRICTIVE COVENANTS
FOR
RAINEYBROOK SUBDIVISION, REVISED, PHASE 5**

Rbrook, L.L.C., an Indiana Limited Liability Company (hereinafter sometimes referred to as "Developer" and sometimes referred to as "Rbrook"), being the developer of all the real estate platted as **Raineybrook Subdivision, Revised, Phase 5** in the County of Tippecanoe, State of Indiana, does hereby amend the Restrictive Covenants for Raineybrook Subdivision, Revised, Phase 5, which Restrictive Covenants were recorded on December 20, 2000, as Document No. 00027841¹ in the Office of the Recorder of Tippecanoe County, Indiana, with respect to the seventh paragraph of Section 29.

The amendment contained herein is made pursuant to the Developer's reserved right to unilaterally amend the Restrictive Covenants, and also pursuant to the majority vote of the membership of Rbrook Homeowners Association, Inc., duly called and held on February 28, 2001. The seventh paragraph of Section 29 of the Restrictive Covenants is hereby amended to read as follows:

Written notice of any meeting called for the purpose of taking any action authorized hereinabove shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall reconvene within fourteen (14) days thereof, with notice sent to all members not less than seven (7) days in advance of the reconvened meeting. The presence at the reconvened meeting of members or of proxies entitled to cast fifteen percent (15%) of all the votes of each class of membership shall constitute a quorum.

In all other respects, the Restrictive Covenants for Raineybrook Subdivision, Revised, Phase 5 recorded on December 20, 2000 remain in full force and effect.

IN WITNESS WHEREOF, the said Rbrook, L.L.C., a Limited Liability Company organized and existing under the laws of the State of Indiana, has caused this Amendment No. 1

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DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

APR 19 2001


AUDITOR OF TIPPECANOE CO.

to Restrictive Covenants for Raineybrook Subdivision, Revised, Phase 5 to be executed in its name, and on its behalf, by its duly authorized officer this 11th day of April, 2001.

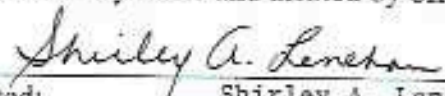
RBROOK, L.L.C.

By: 
William R. Davis, President

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, this 11th day of April, 2001, personally appeared **Rbrook, L.L.C., by its President, William R. Davis**, who acknowledged the execution of the above and foregoing Amendment No. 1 to Restrictive Covenants for Raineybrook Subdivision, Revised, Phase 5 and the truth of the facts stated therein.

In Witness Whereof, I have hereunto subscribed my name and affixed by official seal.


Printed: Shirley A. Lenehan
Notary Public
County of Residence: Clinton

My Commission Expires:
11-4-06

This instrument prepared by **Andrew S. Gutwein**, of the Firm of **BENNETT, BOEHNING & CLARY**, 415 Columbia Street, Suite 1000, P. O. Box 469, Lafayette, Indiana 47902-0469 - Telephone: (765) 742-9066. (R:\Rbrook, L.L.C.\Raineybrook SD, Revised, Phase 5\Amendment No. 1)




Return to: Rbrook, L.L.C.
745 Cardinal Drive
Lafayette, IN 47909

RAINEYBROOK S.D., REVISED, PHASE 5

FINAL PLAT - RECORDED 12-20-00 PLAT CABINET 8, SLIDE 157

LOT #	KEY #	ADDRESS
110	144-02119-0016	455 Cormorant Court
111	144-02119-0027	459 Cormorant Court
112	144-02119-0038	463 Cormorant Court
113	144-02119-0049	467 Cormorant Court
114	144-02119-0050	471 Cormorant Court
115	144-02119-0060	481 Cormorant Court
116	144-02119-0071	484 Cormorant Court
117	144-02119-0082	490 Cormorant Court
118	144-02119-0093	4543 Cormorant Drive
119	144-02119-0104	4535 Cormorant Drive
120	144-02119-0115	4522 Cormorant Drive
121	144-02119-0126	4526 Cormorant Drive
122	144-02119-0137	4530 Cormorant Drive
123	144-02119-0148	4534 Cormorant Drive
124	144-02119-0159	4538 Cormorant Drive
125	144-02119-0160	4542 Cormorant Drive
126	144-02119-0170	4546 Cormorant Drive
127	144-02119-0181	4546 Cormorant Drive
128	144-02119-0192	4550 Cormorant Drive
129	144-02119-0203	4554 Cormorant Drive
130	144-02119-0214	4558 Cormorant Drive
131	144-02119-0225	4562 Cormorant Drive
136	144-02119-0236	4563 Cormorant Drive
137	144-02119-0247	4559 Cormorant Drive
138	144-02119-0258	478 Cormorant Court
139	144-02119-0269	472 Cormorant Court
140	144-02119-0270	468 Cormorant Court
141	144-02119-0280	464 Cormorant Court



-  Monument
-  Mowing and Mulching
-  Crown Vetch Area



US 231

PHASE 3

CORMORANT COURT

PHASE 4

North Admirals Pointe Drive

PHASE 4