



DocId:8006847

Tx:4005238

202222017082
FILED FOR RECORD IN
TIPPECANOE COUNTY, IN
SHANNON WITHERS, RECORDER
09/21/2022 11:01 AM
RECORDING FEE 25.00

**COMPREHENSIVE AMENDED AND RESTATED
RESTRICTIVE COVENANTS
FOR
RAINEYBROOK SUBDIVISION, PART TWO
(SECTION ONE; SECTION TWO, PHASE ONE; SECTION TWO, PHASE THREE; AND
SECTION THREE)**

Raineybrook Realty Corp., an Indiana Corporation, successor in interest to the Developer (hereinafter referred to as "Developer"), does hereby amend and restate the Restrictive Covenants for the following parts of Raineybrook Subdivision Part Two which are collectively known as **Raineybrook Pointe**:

Part Two, Section One which original Restrictive Covenants were recorded on May 5, 2003, as document No. 03-017479 in the Office of the Recorder of Tippecanoe County, Indiana;

Part Two Section Two Phase One which original Restrictive Covenants were recorded on November 7, 2005, as document No. 05-027106 in the Office of the Recorder of Tippecanoe County, Indiana;

Part Two, Section Two, Phase Three which original Restrictive Covenants were recorded on March 20, 2013, as document No. 201313006217, and were first amended and restated on July 15, 2013, as document No. 201313016385 in the Office of the Recorder of Tippecanoe County, Indiana, and;

Part Two, Section Three which is a future section to be platted on the land described in Exhibit A attached hereto.

The Developer has reserved the right to amend and revise these covenants and continues to own property which will become Raineybrook Subdivision, Part Two, Section Three. The Developer now wishes to exercise that reserved right to clarify and correct certain provisions of the covenants and make the sections and phases of Raineybrook Subdivision Part Two, commonly known as Raineybrook Pointe, consistent with one another.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

SEP 21 2022

Shannon Withers
AUDITOR OF TIPPECANOE CO

The streets shown on the recorded plats have been dedicated to the public and the easements 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. **Architectural Control.**

1.1 Initial Construction Committee. The initial construction of any building to be erected or placed on any lot must have the prior written approval of the Initial Construction Committee. Any wall, fence or other structure being erected or placed on a lot as part of the initial construction will be subject to this Section 1.1. The Owner must submit the building plans and specifications, including the exterior architecture and materials, and a site plan, showing the location of structure and erosion control measures. The Initial Construction Committee will consider the sufficiency of the material submitted, the conformity and harmony of the external design of the building and related improvements with other structures in the Subdivision, and the location of the building and other improvements with respect to topography and finished ground elevation. The Initial Construction Committee will be appointed by the Developer until such time as a home has been constructed on each lot in each phase of Raineybrook Subdivision, Part Two. After a home has been constructed on each lot in each phase of Raineybrook Subdivision, Part Two, the Initial Construction Committee will cease to exist.

1.2 Building Committee. After the initial construction of any building, wall, fence or other structure approved by the Initial Construction Committee, any building, wall, fence or other structure must have the prior written approval of the Building Committee. The Owner must submit any building plans and specifications, including the exterior architecture and materials, and a site plan, showing the location of building, wall, fence, or other structure. The Building Committee will consider the sufficiency of the material submitted, the conformity and harmony of the external design of the building, wall, fence, or other structure with other structures in the Subdivision, and the location of the building, wall, fence, or other structure with respect to topography and finished ground elevation. The Building Committee will be appointed from time to time by the Board of Directors of the

Association. The powers and duties of the Building Committee will continue so long as these Covenants remain in effect.

- 1.3 Failure to Act. If the Initial Construction Committee or the Building Committee, as the case may be, fails to approve, disapprove, or request additional information within thirty (30) days after plans and specifications have been submitted, such approval will not be required and this covenant will be deemed to have been fully complied with. However, in such event, any building, wall, fence, or other structure must conform without exception to all conditions and criteria established in these Covenants, and any fence or wall must also conform in design and harmony with the external design of the dwelling.
- 1.4 Compensation. None of the members of the Initial Construction Committee or the Building Committee will be entitled to any compensation for services performed pursuant to these Covenants.

2. **Building Requirements.**

- 2.1 Minimum Requirements. 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) For all dwellings located in Raineybrook Subdivision, Part Two, unless otherwise indicated herein, each one story dwelling must have a minimum of 1800 square feet of livable floor area, and each two story dwelling must have a minimum of 2400 square feet of livable floor area.

As to lots 170, 171, 172, 173, 183, 184, 185, 186, 231, and 232, each one story dwelling must have a minimum of 2200 square feet of livable floor area, and each two story dwelling must have a minimum of 2800 square feet of livable floor area.

Livable floor area does not include garages, basements, open porches, or open breezeways.

- (c) Each dwelling must have a minimum of two (2) bathrooms.
- (d) All driveways must be paved with concrete, brick pavers, or stone pavers; no asphalt surfaces are permitted. A four (4) foot concrete public sidewalk must 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.
- (e) All lawns must be seeded and straw covered, sodded or otherwise protected from erosion onto adjoining real estate, as determined by the Building Committee.
- (f) Satellite dishes, TV antennas, or towers of any type, are 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, are to be held to a minimum and all service lines to the dwelling must be underground.
- (g) All mailboxes must be erected on each residential lot at the location and at such height as prescribed by the U. S. Postal Service. All mailboxes will be similar in design to that attached in Exhibit B and are the responsibility of the lot owner.

2.2 Required Setbacks. 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.

2.3 Corner Visibility Requirements. 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.

- 2.4 Outbuildings. No accessory outbuildings, detached storage buildings, or other structures separate from the residential structure including but not limited to permanent basketball goals/courts, shall be erected on any lot without the advance written approval of the Building Committee.
- 2.5 Completion of Construction. 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.
- 2.6 Reconstruction or Repair. 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 months from the time of such destruction or damage.
- 2.7 Fuel Storage Tanks. 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.
- 2.8 Fences. 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 C or Exhibit C2, with a maximum height of four feet.

3. **Drainage Plan and Facilities.**

3.1 Compliance with Drainage Plan. 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.

3.2 Right of Use. 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 of the Association, 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.

3.3 Restrictions on Modifications. 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.

3.4 Maintenance by Association. The Association shall be obligated to maintain, repair and/or replace, if necessary, the Storm Water Drainage and the Storm Water Detention Systems consisting of the Storm Water Detention Basin together with its outlet and water level control structures. 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.

3.5 Future Legal Drain. 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, Part Two, Section Two, Phase Three as a legal drain under the management and control of the Tippecanoe County Drainage Board and/or the Tippecanoe County Board of Commissioners.

4. **Soil Erosion Requirements.**

4.1 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.

4.2 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 Indiana Department of Natural Resources Erosion Control Guideline. 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.

5. **Restrictions on Use.**

- 5.1 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 Covenants.
- 5.2 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.
- 5.3 No trailer, mobile home, camper, recreational vehicle (RV) 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. Subject to Section 5.4, a camping trailer, camper or recreational vehicle may be stored, but not used for living purposes on the lot.
- 5.4 No boat, camper, recreational or watersport vehicle, or trailer of any description shall be stored on any lot exposed to view from the street or neighboring lot.
- 5.5 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.
- 5.6 Motorized carts/vehicles are prohibited from being operated on the walking paths.
- 5.7 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.

6. **Developer Installed Improvements.** Any and all fences, ornamental yard lights, mounding, or screening furnished by the Developer and placed outside of the right-of-way or landscaping easements will be kept and maintained by the Owner of the lots on which the same are placed or constructed, for so long as these Covenants shall run. No change in location or in structure of any such fences, ornamental yard lights, mounding, or screening, will be undertaken by said lot Owners without the prior written consent of the Building Committee. Ownership of said fences, lights, and screening will be in the Owner of each lot, subject to this condition.

7. **Maintenance Requirements.**

- 7.1 Association's Maintenance Requirements. 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 Association. In addition, the Association shall maintain Outlots 212 and 157 in Raineybrook Subdivision, Part Two, Section One which are to be owned by the Association and held as common areas for landscaping, recreation, and drainage for the benefit of all Owners in Raineybrook Subdivision, Part Two. For clarity, Outlots A, B, and C are not common areas, are not owned by the Association, and are reserved for private use otherwise consistent with these covenants.

- 7.2 Owner's Maintenance Requirements. The Owner of any lot 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, including any parts of the dedicated street rights-of-way which are not actually occupied by the pavement, gutters, curbs, and sidewalks, at such times as may reasonably be required in order to prevent the unsightly growth of grass and weeds beyond a height of six inches.

- (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 Association may enforce this provision by requiring either appropriate maintenance by the Owner or removal of the fence by the Owner.

8. **Right-of-Way and Easements.**

8.1 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.

8.2 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.

9. **Homeowners Association – Membership.** Every Owner of a lot which is subject to assessment shall be a member of Raineybrook Pointe Homeowners Association, Inc., a nonprofit corporation formed and existing under the laws of the State of Indiana (“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 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

10. **Assessments.**

10.1 Owner Covenant to Pay Assessments. Each Owner of any lot covenants, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Both annual and special assessments must be fixed at a uniform rate for all lots.

10.2 Use of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Raineybrook Subdivision, 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. All of such items are hereinafter collectively referred to as Common Expenses.

10.3 Annual Assessments.

(a) Annual Budget. Prior to the annual meeting of the Association, the Board of Directors will adopt an annual budget for the current fiscal year estimating the total

amount of the Common Expenses to be incurred and reserves to be established for the current fiscal year. Said budget will be available to each Owner at the annual meeting.

- (b) No Waiver of Obligation. The failure or delay of the Board of Directors to adopt an annual budget or to furnish a copy thereof to the Owners will not constitute a waiver or release of the obligations of the Owners to pay the Common Expenses and reserves as herein provided, whenever determined.
- (c) Determination of Annual Assessment. The annual budget as adopted by the Board of Directors will establish the Annual Assessment against each lot. The aggregate amount of the Annual Assessments shall be equal to the total amount of expenses and reserves included in the final annual budget.
- (e) Notice of Annual Assessment. Each Owner will be given written notice of the Annual Assessment. Payment will be due and payable automatically without any further notice from the Association, and the Association is not responsible for providing any additional notice or statements to Owners for the same.

10.4 Special Assessments. 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 project including but not limited to the Storm Water Drainage and Storm Water Detention Systems, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

10.5 Delinquent Assessments.

- (a) 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.

- (b) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.
 - (c) 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.
- 10.6 Certification of Payment of Assessments. 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.
- 10.7 Exemption from Assessments. So long as Developer owns any lot which is not occupied as a residence, such lot(s) owned by Developer will not be charged for any assessment, annual or special. Assessments will accrue from the time a home is initially occupied on a particular lot.
11. **Severability.** Invalidation of any one of these Covenants by judgment or decree in court shall not affect any of the other provisions hereof, which shall remain in full force and effect.

12. **Enforcement of Covenants.** The Owner and his successors and assigns 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 Covenants. 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 Owner and his successors and assigns, in the event the court finds for Owner or his successors and assigns. 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.
13. **Duration and Amendment of Covenants.**
- (a) **Duration.** The foregoing Covenants 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, 2030, 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 in whole or in part.
- (b) **Amendment.** These Covenants may be amended or restated with the affirmative vote of a majority of the members of the Association at a meeting duly called and held in accordance with the By-Laws of the Association. However, any amendment which restricts or diminishes the rights or obligations or disproportionately increases or enlarges the obligations of any Owner, requires a unanimous vote of the members of the Association.
- (c) **Developer Amendment.** The Developer hereby reserves the right to unilaterally amend and revise the covenants for Part Two, Section Three only. Any such amendments must be in writing, signed by Developer, recorded with the Recorder of Tippecanoe County, Indiana, and provided to each Owner in Part Two, Section Three. No amendment may restrict or diminish the rights or obligations, nor disproportionately increase or enlarge the obligations, of any Owner. Developer's

reserved right to unilaterally amend and revise shall terminate five years after the last lot of Raineybrook Subdivision, Part Two, Section Three is transferred.

IN WITNESS WHEREOF, the Developer has caused these COMPREHENSIVE AMENDED AND RESTATED RESTRICTIVE COVENANTS to be signed this 21st day of September, 2022.

DEVELOPER:

RAINEYBROOK REALTY CORP.

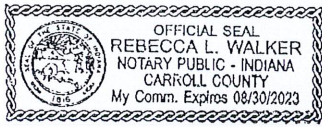
BY: 

Drew Davis, President

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of September, 2022, personally appeared **Raineybrook Realty Corp., by its President, Drew Davis**, who acknowledged execution of the above and foregoing Restrictive Covenants for Raineybrook Subdivision, Part Two, Section Two, Phase Three and the truth of the facts stated therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Rebecca L. Walker
Printed: Rebecca L. Walker
Notary Public
My Commission Expires: 8/30/2023
County of Residence: Carroll

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. By: **Burke L. Richeson**, Preparer

This instrument was prepared by **Burke L. Richeson**, of the law firm Gutwein Law, 250 Main Street, Suite 590, Lafayette, IN 47901; Telephone: (765) 423-7900.

Exhibit A
Legal Description of future Part Two, Section Three

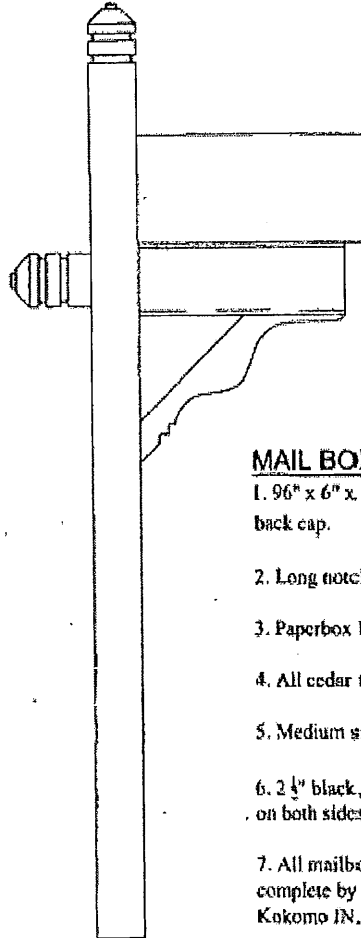
LEGAL DESCRIPTION

Raineybrook Subdivision, Part Two, Section Three.

A part of the Southwest Quarter of Section 18, Township 22 North, Range 4 West, Wea Township, Tippecanoe County, Indiana and being more completely described as follows:

BEGINNING at the southeast corner of Lot 246 in Raineybrook Subdivision, Part Two, Section Two, Phase Three as per the plat thereof recorded in Plat Book 9, Page 94 and Document Number 201313006216 in the Office of the Recorder in Tippecanoe County, Indiana; thence south along the western line of Raineybrook Estates Subdivision, Part Six as per the plat thereof recorded as Plat Cabinet A, Slide 2 in said Office of the Recorder, South $00^{\circ}11'10''$ East, along said western line, 354.28 feet to the Southeast corner of Lot 43 in Raineybrook Estates Subdivision, Part One as per the plat thereof recorded as Plat Cabinet 8, Book 32 in said Office of the Recorder; thence North $89^{\circ}24'53''$ West along the north line of said subdivision, 781.00 feet to the southeast corner of Lot 236 in Raineybrook Subdivision, Part Two, Section Two, Phase Three as per the plat thereof recorded in Plat Book 9, Page 94 and Document Number 201313006216 in the Office of the Recorder in Tippecanoe County, Indiana; thence northerly along southerly bounds of said Raineybrook, Part Two, Section Two, Phase Three the following eight (8) courses; 1) North $42^{\circ}12'26''$ East, 276.95 feet, 2) northwesterly along a non-tangent curve to the right having a central angle of $14^{\circ}39'08''$, a radius of 75.00 feet and an arc length of 19.18 feet; 3) North $36^{\circ}10'53''$ West, 55.96 feet; 4) North $58^{\circ}37'41''$ East, 133.56 feet; 5) North $78^{\circ}26'56''$ East, 245.08 feet; 6) North $89^{\circ}44'30''$ East, 95.28 feet; 7) South $00^{\circ}15'30''$ East, 37.77 feet; 8) North $89^{\circ}44'30''$ East, 190.36 feet to the POINT OF BEGINNING, containing 5.37 acres, more or less.

Exhibit B
Mailbox Specifications



MAIL BOX Specifications :

1. 96" x 6" x 6" cedar post with decorative top and back cap.
2. Long notched brace.
3. Paperbox built into post.
4. All cedar to be primed and painted white.
5. Medium sized, #2 white mailbox.
6. 2 1/2" black, high performance vinyl house numbers on both sides of mailbox.
7. All mailbox posts are to be furnished and installed complete by TRIAD Manufacturing Corporation, Kokomo IN. (765) 457-0900

Exhibit C
Fence Specifications

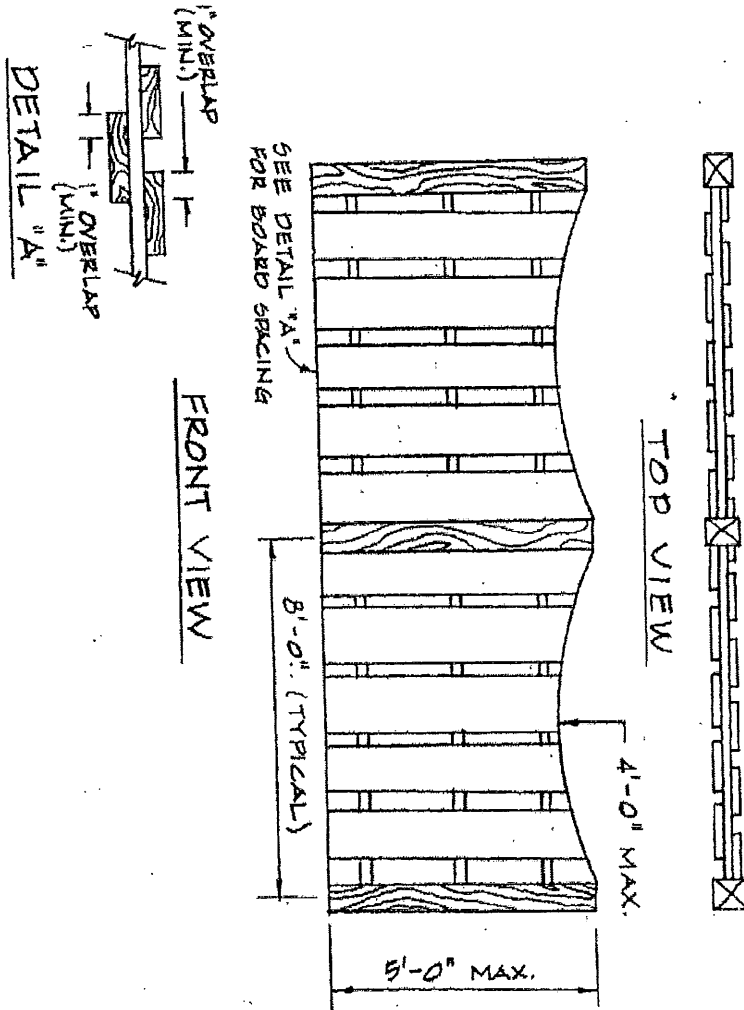
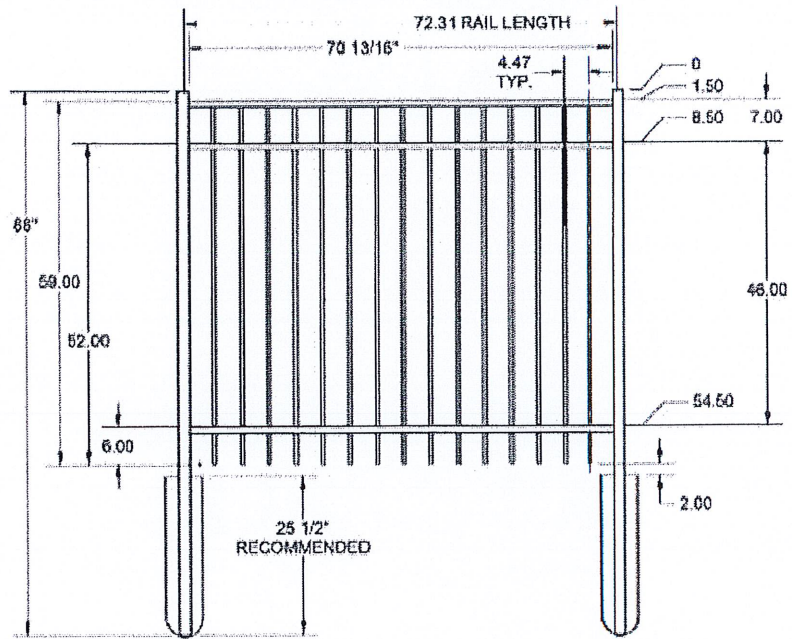


Exhibit C2
Alternative Fence Specifications or approved equal



5' x 6' FLAT TOP 3-RAIL PANEL