

**Valley Brook Farms Subdivision  
Summary of Covenants  
on file with the Hancock County Recorder's Office  
as of November 2009**

The covenants for Valley Brook Farms are part of the Plat for each section of the subdivision. There are a total of 7 sections that make up the entire Valley Brook Farms Subdivision. Sections I, II, and III were platted by Darrel Phelps, President and Carol Phelps, Secretary under Woodcreek Development Inc. with Section I and II being filed in 1979 and section III being filed in 1986. Sections IV – VII were platted by Kenneth Borgmann, President and John Wolfe, Secretary under Sunrise Real Estate Development, Inc. Section IV was filed in March 1987 with the final section, Section VII being filed in September 1988.

A large portion of the covenants are identical or very similar across all 7 sections however some apply to only certain sections. The major differences are between Sections I-III and Sections IV-VII which were developed by 2 different developers.

Each section's covenants stands on their own so if the residents would like to change the covenants it must be done on a section by section basis. The provision for changing the covenants is nearly identical across all sections and reads as follows:

*"... Such provisions shall be in full force and effect for twenty-five (25) years from recording date at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part. Invalidity of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect."*

A large portion of the covenants pertain to building setbacks, drainage and utility easements and other topics associated with initial construction of homes on the lots. Contrary to the belief of some residents, there is no mention in the covenants of construction materials used on the homes. There is no mention of a minimum amount of brick or that vinyl siding is prohibited. Also, there is no provision for an architectural review committee as part of the association. For sections IV-VII there is a requirement for a driveway that is paved with concrete or asphalt and each residence must have at least a two car garage that is attached. The only mention concerning construction is related to the size of the homes and is as follows:

*"No one-story residence shall be erected on any lot in this addition having ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 980 square feet exclusive of open porches and garages."*

There is one restrictive covenant that applies for all sections. It reads as follows:

*“No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall be stored temporarily or permanently on any lot in this subdivision, nor shall any tent, shack, barn, or other outbuilding or temporary structure to be used for temporary or permanent residential purposes or any other purpose in any lot in this addition.”*

Sections IV-VII have three restrictive covenants that are not in the covenants for Sections I-III. These additional restrictions are paraphrased as follows:

1. *No above-ground swimming pools*
2. *No storage sheds other than attached to the dwelling*
3. *No external TV antennas or satellite dishes*

**Note:** Item 2 is a reinforcement of the prohibition of storage sheds that applies to all Sections. Item 3, the provision prohibiting satellite dishes applied during a time when the typical satellite dishes were very large (6 feet to 10 feet in diameter). Federal regulations now permit the current small satellite dishes in all subdivisions regardless of prohibition in covenants.

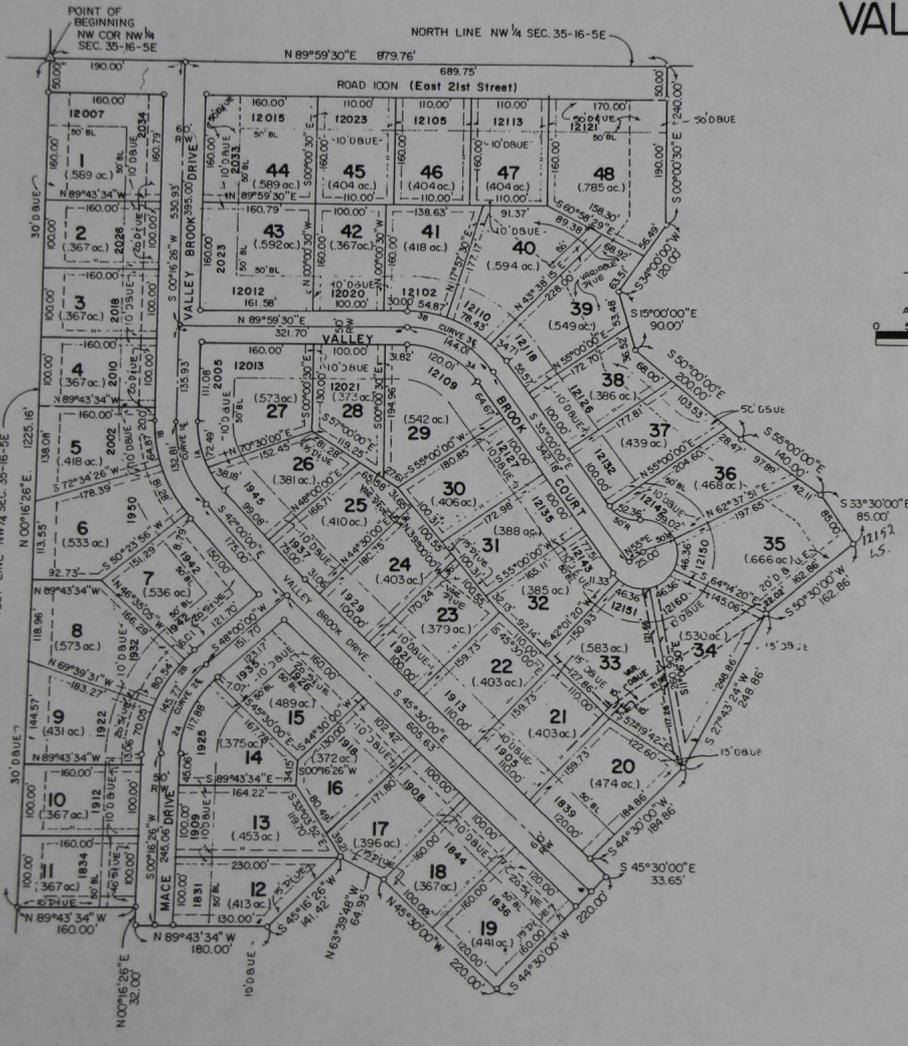
So what section are you in? This is officially defined on the plat maps that are filed with the Hancock County Records office. In general Sections I-III is the portion of the subdivision north of Emory Drive along both sides of Valley Brook Drive including Mace Drive, Grebe Circle, and Kemp Circle. Homes on the south side of Emory Drive are also in Section II or III. Sections IV and V are along and south of Sunrise Court and Sunrise Drive. Sections VI and VII are on the north side of the lake.

So what does all this mean? The idea behind having covenants for a subdivision is to establish a general nature for the neighborhood and provide an avenue to maintain the property values for all property owners. At a very high level the general provisions in the covenants for all of Valley Brook Farms prohibits the storage (temporarily or permanently) of trailers, boats, campers or motorcycles on any lot and prohibits all storage sheds. In Sections IV-VII you can not have above-ground swimming pools or external TV antennas.

Again, if you are interested in the exact provisions of the covenants for your lot you need to contact the Hancock County Records office for an official copy of the covenants that pertain to you.

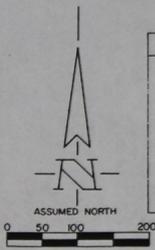
Plot Book # 7  
Page 112  
74-0137

# VALLEY BROOK FARMS SECTION I



CURVE DATA

CURVE NO	DELTA	R	L	LC	T	DE
1-A	42 16 26.0	150.00	110.67	108.18	57.99	38.19719
1-C/L	42 16 26.0	160.00	132.81	129.82	64.59	31.83999
1-B	42 16 26.0	210.00	134.94	131.45	81.19	27.28370
2-A	47 43 34.0	150.00	124.95	121.37	66.36	38.19719
2-C/L	47 43 34.0	175.00	145.77	141.59	77.41	32.74045
2-B	47 43 34.0	200.00	166.60	161.82	88.47	28.64789
3-A	55 0 30.0	125.00	120.01	115.45	65.08	45.83662
3-C/L	55 0 30.0	150.00	144.01	139.54	79.10	38.19719
3-B	55 0 30.0	175.00	168.01	161.63	91.12	32.74045



I, the undersigned hereby certify that the within plat is true and correct and represents a part of the Northwest Quarter of Section 35, Township 16 North, Range 5 East, in Hancock County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the said Northwest Quarter Section; thence North 89 degrees 59 minutes 30 seconds East along the North Line of the said Northwest Quarter Section 879.76 feet; thence South 00 degrees 00 minutes 30 seconds East 240.00 feet; thence South 34 degrees 00 minutes 00 seconds West 120.00 feet; thence South 15 degrees 00 minutes 00 seconds East 90.00 feet; thence South 50 degrees 00 minutes 00 seconds East 200.00 feet; thence South 55 degrees 00 minutes 00 seconds East 440.00 feet; thence South 33 degrees 30 minutes 00 seconds East 85.00 feet; thence South 15 degrees 00 minutes 00 seconds West 162.86 feet; thence South 27 degrees 43 minutes 28 seconds West 248.86 feet; thence South 44 degrees 30 minutes 00 seconds West 184.86 feet; thence South 45 degrees 30 minutes 00 seconds East 33.55 feet; thence South 44 degrees 30 minutes 00 seconds West 220.00 feet; thence North 45 degrees 30 minutes 00 seconds West 220.00 feet; thence North 63 degrees 39 minutes 48 seconds West 68.95 feet; thence South 45 degrees 15 minutes 26 seconds West 141.42 feet; thence North 89 degrees 43 minutes 34 seconds West 180.00 feet; thence North 00 degrees 16 minutes 26 seconds East, parallel with the West line of the said Northwest Quarter Section 52.00 feet; thence North 89 degrees 43 minutes 34 seconds West 160.00 feet to the said West line; thence North 00 degrees 16 minutes 26 seconds East along the said West line 1225.16 feet to the POINT OF BEGINNING, containing 26.475 acres, more or less.

This subdivision consists of 48 lots, numbered 1 through 48, both inclusive, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 8th day of August, 1979.



JOHN V. SCHNEIDER  
Reg. Land Surveyor - Indiana #50115

RELEASED FOR RECORD  
12-25-84

AUG 9 1979

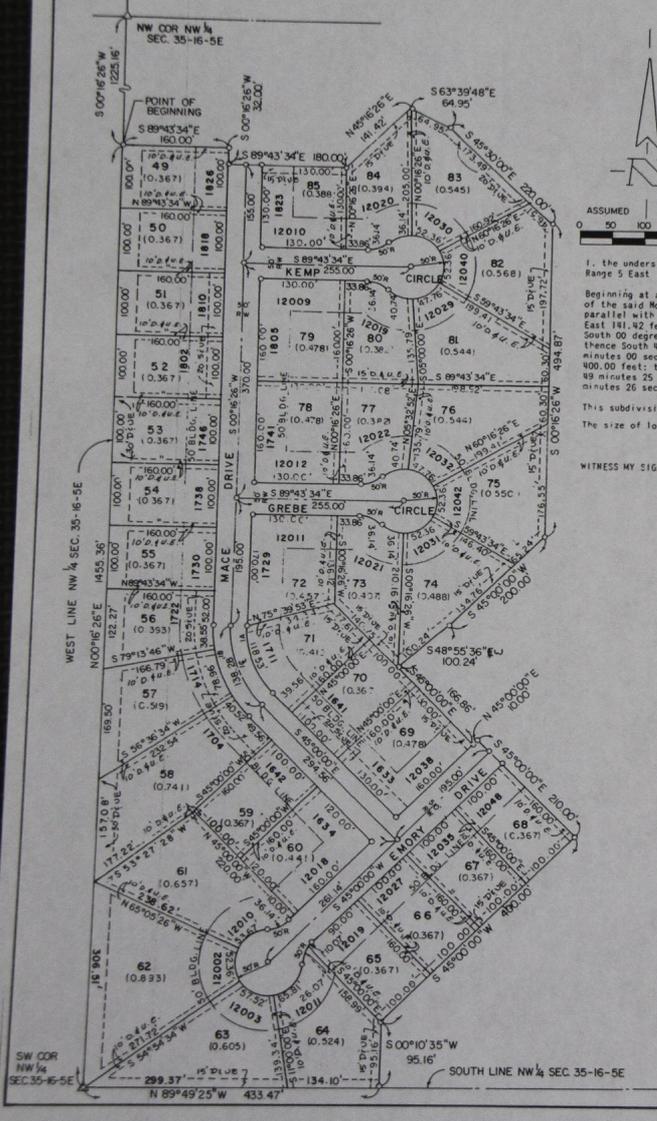
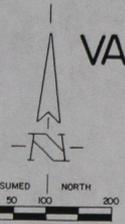
DAILY ENTERED FOR TAXATION  
AUG 9 1979

Handwritten signatures and stamps at the bottom right of the page.



Plat Book # 7  
 Page 114  
 79-04138

# VALLEY BROOK FARMS SECTION II



I, the undersigned hereby certify that the within plat is true and correct and represents a part of the Northwest Quarter of Section 35, Township 16 North, Range 5 East in Hancock County, Indiana, being more particularly described as follows:

Beginning at a point on the West line of the said Northwest Quarter Section South 00 degrees 16 minutes 26 seconds West 1225.16 feet from the Northwest corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 34 seconds East 160.00 feet; thence South 00 degrees 16 minutes 26 seconds West, parallel with the said West line, 32.00 feet; thence South 89 degrees 43 minutes 34 seconds East 180.00 feet; thence North 45 degrees 18 minutes 28 seconds East 181.42 feet; thence South 63 degrees 39 minutes 48 seconds East 84.95 feet; thence South 45 degrees 30 minutes 00 seconds East 220.00 feet; thence South 00 degrees 16 minutes 26 seconds West, parallel with the said West line, 498.87 feet; thence South 45 degrees 00 minutes 00 seconds West 200.00 feet; thence South 48 degrees 55 minutes 36 seconds West 100.28 feet; thence South 45 degrees 00 minutes 00 seconds East 166.86 feet; thence North 45 degrees 00 minutes 00 seconds East 10.00 feet; thence South 45 degrees 00 minutes 00 seconds West 100.28 feet; thence South 45 degrees 00 minutes 00 seconds East 210.00 feet; thence South 45 degrees 00 minutes 00 seconds West 49 minutes 25 seconds West along the said South line 131.87 feet to the Southwest corner of the said Northwest Quarter Section; thence North 00 degrees 16 minutes 26 seconds East along the West line of the said Northwest Quarter Section 1855.36 feet to the POINT OF BEGINNING, containing 19.773 acres, more or less.

This subdivision consists of 37 lots, numbered 49 through 85, both inclusive, together with streets, easements and public ways as shown on the within plat. The size of lots and widths of streets, easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 8th day of August, 1979.



JOHN V. SCHNEIDER  
 Reg. Land Surveyor - Indiana #50115

DULY ENTERED  
 FOR TAXATION  
 9 1979  
 RECEIVED FOR RECORD  
 12:36 P.M.  
 AUG 9 1979  
 J. R. Fisher  
 County Clerk

CURVE	DELTA	R	L	LC	T	DC
1-A	45 15 26.0	150.00	118.53	115.47	62.55	38.19719
1-C/L	45 18 35.0	175.00	138.29	134.71	72.98	32.74045
1-U	45 16 28.0	200.00	154.03	153.95	83.40	28.64782

PLAT  
 654

VALLEY BROOK FARMS - SECTION - II

COVENANTS

Deed Book #7  
Page #2 of 2  
Page 115  
7904138

The undersigned, WOODCREEK DEVELOPMENT INC. by Darrel J. Phelps, President and Carol J. Phelps, Secretary being the owners of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as VALLEY BROOK FARMS - SECTION II an Addition in Hancock County, Indiana

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots
3. Front building lines are established as shown on this plat between which lines and the right of way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
4. No building shall be erected or located nearer to the front lot line, nor nearer to the side street line, than the building set-back line shown on the within plat. In all other respects, the minimum side yard set-back line shall be ten (10) feet, and the minimum rear yard set-back line shall be twenty-five (25) feet
5. No one story residence shall be erected on any lot in this Addition having a ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 980 square feet, exclusive of open porches and garages.
6. No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this subdivision, nor shall any tent, shack, barn or other outbuilding or temporary structure to be used for temporary or permanent residence purposes or any other purpose in any lot in this Addition.
7. No noxious or offensive trade shall be carried on upon and lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
8. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping an usual pet animal or bird provided that they are not kept, bred or maintained for commercial purposes or that they do not create or constitute a nuisance.
9. There are strips of ground as shown on the within plat marked Drainage Easements and/or Utility Easements which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the authority of the Town of Cumberland, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities.
10. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Town of Cumberland, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation. Such provisions shall be in full force and effect for twenty-five (25) years from recording date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
12. A strip of ground twenty (20) feet wide is reserved for drainage and utility easement along the front of all lots unless otherwise noted.
13. There shall be a ten (10) foot Drainage Easement on each side lot line unless otherwise noted.

In Witness Whereof, WOODCREEK DEVELOPMENT, INC. by Darrel J. Phelps, President and Carol J. Phelps, Secretary have hereunto caused its and their names to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

STATE OF INDIANA)  
                  SS  
COUNTY OF HANCOCK)

By: \_\_\_\_\_  
DARREL J. PHELPS  
President

Before me, a Notary Public in and said County and State personally appeared WOODCREEK DEVELOPMENT, INC. Darrel J. Phelps, President and Carol J. Phelps, Secretary and

Attest: \_\_\_\_\_  
CAROL J. PHELPS

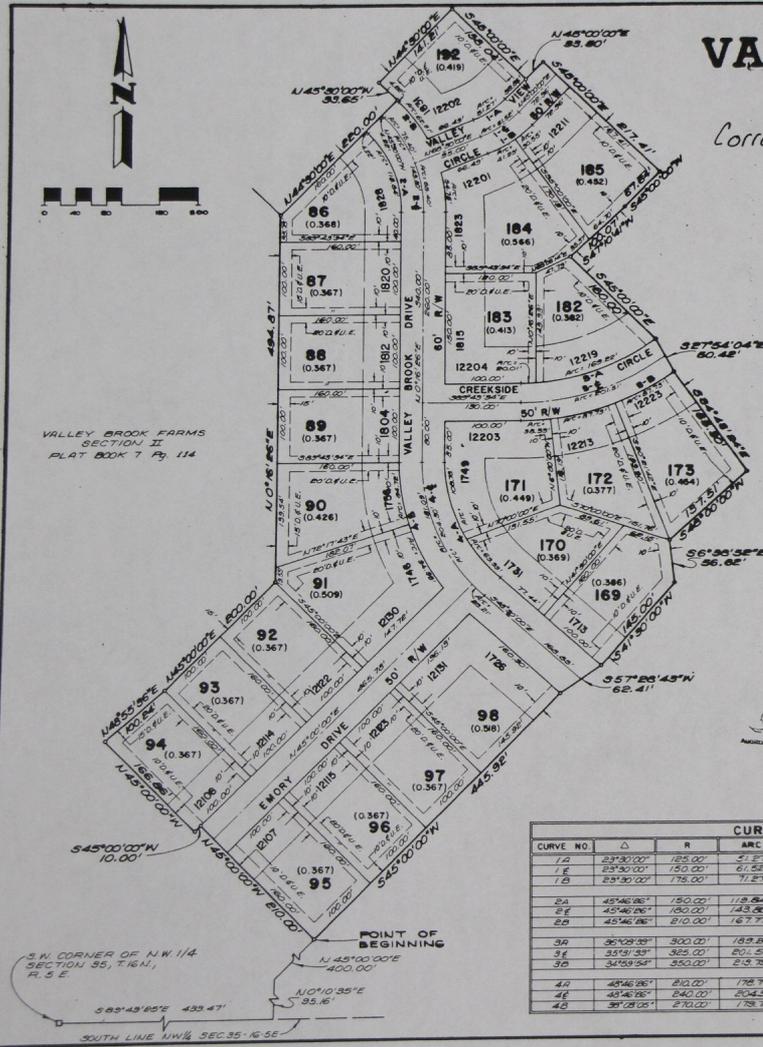
# VALLEY BROOK FARMS SECTION III

Correction of Addresses on Lots 87, 88, & 89

*Handwritten:* 10/2/98  
10/2/98  
10/2/98



VALLEY BROOK FARMS  
SECTION II  
PLAT BOOK 7 P. 114



I, the undersigned, hereby certify that the within plat is true and correct and represents a part of the Northwest Quarter of Section 35, Township 16 NORTH, Range 5 EAST, in Hancock County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the said Northwest Quarter Section; thence South 89 Degrees 49 Minutes 25 Seconds East along the South line of the said Northwest Quarter Section 433.47 feet; thence North 00 Degrees 10 Minutes 35 Seconds East 95.16 feet; thence North 45 Degrees 00 Minutes 00 Seconds East 400.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 45 Degrees 00 Minutes 00 Seconds West 210.00 feet; thence South 45 Degrees 00 Minutes 00 Seconds West 100.00 feet; thence North 45 Degrees 00 Minutes 00 Seconds West 166.86 feet; thence North 45 Degrees 55 Minutes 36 Seconds East 100.24 feet; thence North 45 Degrees 00 Minutes 00 Seconds East 200.00 feet; thence North 00 Degrees 16 Minutes 20 Seconds East, parallel with the West line of the said Northwest Quarter Section, 494.87 feet; thence North 45 Degrees 30 Minutes 00 Seconds East 210.00 feet; thence North 45 Degrees 44 Degrees 30 Minutes 00 Seconds East 118.14 feet; thence North 75 Degrees 00 Minutes 00 Seconds East 335.50 feet; thence South 45 Degrees 00 Minutes 00 Seconds East 217.41 feet; thence South 45 Degrees 00 Minutes 00 Seconds West 67.64 feet; thence South 47 Degrees 10 Minutes 41 Seconds West 100.00 feet; thence South 45 Degrees 00 Minutes 00 Seconds East 160.00 feet; thence South 27 Degrees 54 Minutes 04 Seconds East 50.42 feet; thence South 34 Degrees 43 Minutes 24 Seconds East 155.30 feet; thence South 48 Degrees 00 Minutes 00 Seconds West 177.01 feet; thence South 06 Degrees 38 Minutes 52 Seconds East 56.82 feet; thence South 41 Degrees 30 Minutes 00 Seconds West 145.00 feet; thence South 57 Degrees 28 Minutes 43 Seconds West 62.41 feet; thence South 45 Degrees 00 Minutes 00 Seconds West 445.92 feet to the POINT OF BEGINNING. Containing in all 11.665 acres, more or less.

This Subdivision consists of Lots, Numbered 86 through 98, both inclusive, 169 through 173, both inclusive and 182 through 185, both inclusive and Lot Number 192, together with street, easements, and public ways as shown on the plat within.

The size of Lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 10th day of October 1998

DULY ENTERED FOR TAXATION  
OCT 2 1998

*Handwritten Signature:* Stephen L. Smith  
STEPHEN L. SMITH  
Reg. Land Surveyor - Indiana #50427



THIS INSTRUMENT PREPARED BY:



CURVE NO.	Δ	R	ARC	T	CHORD	D	E
1A	23°30'00"	185.00'	31.87'	88.00'	61.09'	45.83°42"	2.62'
1B	23°30'00"	180.00'	61.88'	31.20'	61.09'	38°19'13"	3.21'
1C	23°30'00"	175.00'	71.27'	36.40'	71.27'	32°40'45"	3.78'
2A	45°46'00"	150.00'	118.84'	63.88'	116.67'	33°18'19"	18.43'
2B	45°46'00"	150.00'	143.00'	75.39'	140.07'	31°43'09"	13.38'
2C	45°46'00"	210.00'	167.77'	88.65'	163.34'	27°28'30"	17.98'
3A	30°09'33"	300.00'	189.28'	97.83'	186.18'	19°08'39"	15.57'
3B	35°19'33"	325.00'	201.51'	104.11'	188.30'	17°28'47"	16.87'
3C	34°59'54"	350.00'	218.78'	110.35'	210.45'	16°37'02"	16.28'
4A	45°46'00"	210.00'	178.77'	88.20'	179.48'	31°28'30"	20.37'
4B	45°46'00"	240.00'	204.30'	103.90'	193.19'	23°17'34"	23.51'
4C	39°08'05"	270.00'	178.91'	88.32'	176.41'	21°28'06"	15.67'

VALLEY BROOK FARMS  
SECTION III  
COVENANTS

The undersigned, WOODCREEK DEVELOPMENT INC. by Darrel J. Phelps, President and Carol J. Phelps, Secretary being the owners of the described real estate do here lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as VALLEY BROOK FARMS - SECTION III an Addition in Hancock County, Indiana.

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family residence with attached accessory building and not exceeding 35 feet in height may be erected on said lots.
3. Front building lines are established as shown on this plat between which lines and the right of way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
4. No building shall be erected or located nearer to the front lot line nor nearer to the side street line than the building set-back line shown on the within plat. In all other respects, the minimum side yard set-back line shall be ten (10) feet and the minimum rear yard set-back line shall be twenty-five (25) feet.
5. No one story residence shall be erected on any lot in this Addition having ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 980 square feet exclusive of open porches and garages.
6. No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall be stored temporarily or permanently on any lot in this subdivision, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residential purposes or any other purpose in any lot in this Addition.
7. No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
8. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a residence from keeping an usual pet animal or bird provided that they are not kept, bred or maintained for commercial purposes or that they do not create or constitute a nuisance.
9. There are strips of ground as shown on the within plat marked Drainage Easements and/or Utility Easements which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the authority of the Town of Cumberland, Indiana and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities.
10. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision their heirs and assigns and the Town of Cumberland their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation. Such provisions shall be in full force and effect for twenty-five (25) years from recording date at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
12. A strip of ground twenty (20) feet wide is reserved for drainage and utility easement along the front of all lots unless otherwise noted.
13. There shall be a ten (10) foot Drainage Easement on each side lot line unless otherwise noted.

In Witness Whereof WOODCREEK DEVELOPMENT, INC. by Darrel J. Phelps, President and Carol J. Phelps, Secretary have hereunto caused their names to be subscribed this 20th day of October, 1986.

By: Darrel J. Phelps Attest: Carol J. Phelps  
Darrel J. Phelps Secretary  
President

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and said County and State personally appeared WOODCREEK DEVELOPMENT, INC. Darrel J. Phelps, President, and Carol J. Phelps, Secretary and acknowledge the execution of the above foregoing instrument as its voluntary act and deed.

Witness my signature and notarial seal this 20th day of October, 1986.

My Commission expires May 24, 1989

Notary Public Harley W. Booms  
Resident of Woodcock Co.

Approved by the CUMBERLAND PLANNING COMMISSION, at a public hearing on August day of 1986.

Donald H. Engerer  
DON ENGEMER  
PRESIDENT

Bonnie Rainey  
BONNIE RAINEY  
SECRETARY

SMITH  
CULLMAN



VALLEY BROOK FARM - SECTION IV  
COVENANTS RESTRICTIONS

The undersigned, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of SUNRISE REAL ESTATE DEVELOPMENT, INC., being the owners of the real estate described herein, do hereby lay off, plat, and subdivide the same into lots and streets in accordance with this plat and certificate. This addition shall be known and designated as VALLEY BROOK FARM - SECTION IV, an addition to Hancock County, Indiana.

- All streets shown and not heretofore dedicated are hereby dedicated to the public.
- All numbered lots in this addition shall be designated as residential lots. Only one single-family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots.
- Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- No building shall be erected or located nearer to the front lot line nor nearer to the side street line than the building set-back line shown on the within plat. In all other respects, the minimum side yard set-back line shall be ten (10) feet and the minimum rear yard set-back line shall be twenty-five (25) feet.
- No one-story residence shall be erected on any lot in this addition having ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 900 square feet exclusive of open porches and garages.
- No trailer, boat, camper, motorcycle, truck, or other vehicle not related to residential use shall be stored temporarily or permanently on any lot in this subdivision, nor shall any tent, shack, barn, or other outbuilding or temporary structure be used for temporary or permanent residential purposes or any other purpose in any lot in this addition.
- No noxious or offensive trade shall be carried on upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a residence from keeping an usual pet animal or bird provided that they are not kept, bred, or maintained for commercial purposes or that they do not create or constitute a nuisance.
- There are strips of ground as shown on the within plat marked Drainage Easements and/or Utility Easements which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers, and drains subject at all times to the authority of the Town of Cumberland, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities.

- The right to enforce the within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process of law of any septic tank, absorption bed, or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this addition, their heirs and assigns, and the Town of Cumberland, their successors or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation. Such provisions shall be in full force and effect for twenty-five (25) years from recording date at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
- A strip of ground forty (40) feet wide is reserved for drainage and utility easement along the front of all lots unless otherwise noted.
- There shall be a ten (10) foot Drainage and Utility Easement on each side lot line unless otherwise noted.
- Each residence shall have at least a two-car garage which shall be attached.
- Vendor, or any successor entity controlled by Sunrise Real Estate Development Corp., shall have the right to disapprove the architectural plans (including but not limited to elevations) of Purchaser or any subsequent owner of the real estate prior to building a residence. A complete copy of the architectural plans shall be given to Vendor, which Vendor shall retain, prior to commencement of construction.
- The driveway shall be paved with concrete or asphalt.
- After commencement of construction, Purchaser must complete the exterior of the residence within nine (9) months. In the event Purchaser fails to complete such construction, Vendor shall have a right of entry for the purpose of completing such construction; shall have the right to complete the construction of the exterior in accordance with the plans filed with the Vendor; and shall be entitled to reimbursement for the cost of such completion. Vendor shall be entitled to file and foreclose a mechanic's lien to enforce the debt.
- Purchaser shall maintain the real estate in good condition prior to commencement of construction which shall include but not be limited to the cutting of weeds.
- No above-ground swimming pools.
- No storage sheds other than attachment to the dwelling.
- No external T.V. Antennas or satellite dishes.

IN WITNESS WHEREOF, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., have hereunto caused their names to be subscribed this 26<sup>th</sup> day of March 1987.

Kenneth L. Borgmann  
Kenneth L. Borgmann, President  
SUNRISE REAL ESTATE DEVELOPMENT, INC.

John R. Wolfe  
John R. Wolfe, Secretary  
SUNRISE REAL ESTATE DEVELOPMENT, INC.

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my signature and notarial seal this 26<sup>th</sup> day of March 1987.

John R. Ahcraft  
Notary Public  
My Commission Expires MARCH 30, 1991  
County of Residence: MARION

Approved by the CUMBERLAND PLANNING COMMISSION  
at a public hearing on 1-15, 1987.

Donald J. H. Engerer  
DONALD J. H. ENGERER, President  
Bonnie Rainey  
BONNIE RAINY, Secretary

871984

DULY ENTERED  
FOR TAXATION

MAR 27 1987

Janet K. Komer  
Auditor Hancock County

DULY ENTERED  
FOR TAXATION

MAR 27 1987

Janet K. Komer  
Auditor Hancock County

Also  
HANDY TO REORDER  
1981 MAR 26 A 11:05

THIS INSTRUMENT  
PREPARED BY:



Cabinet B Slide 16

Cabinet B Slide 8

# VALLEY BROOK FARMS

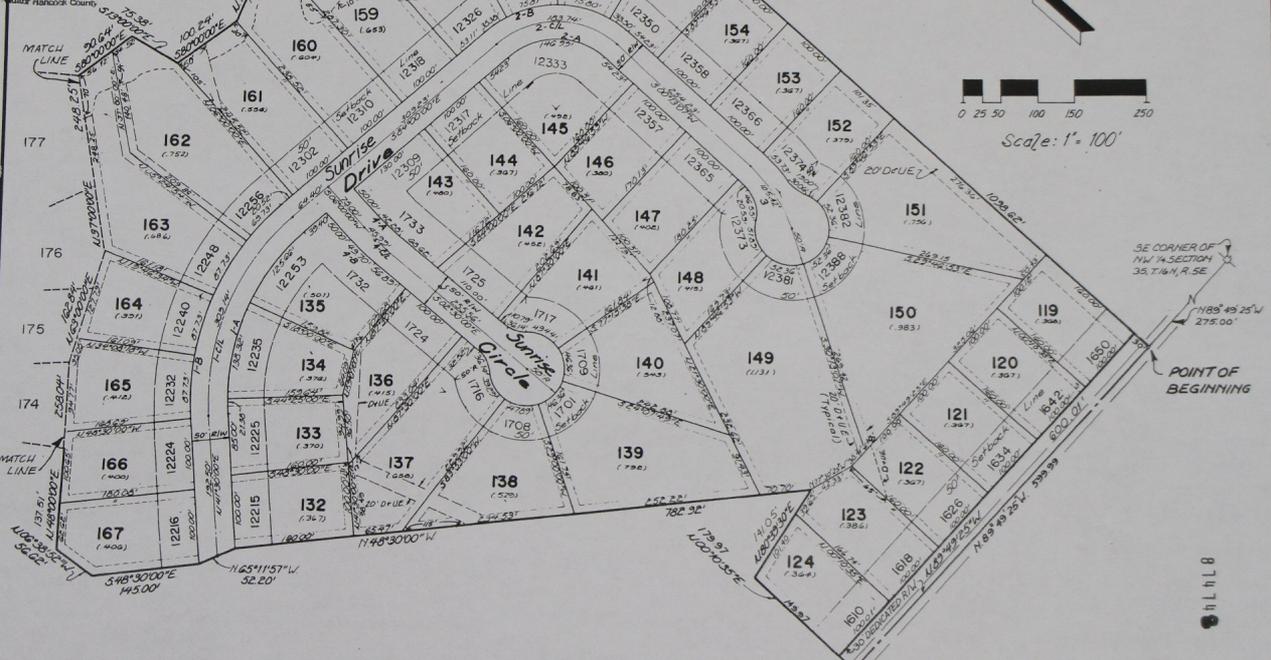
## SECTION V

813180

813129

DULY ENTERED  
FOR TAXATION  
MAY 2 1987

*Joseph H. Farnar*  
Halter Hancock County



CURVE DATA							
CURVE NO.	Δ	R	ARC.	T	CHORD	D	E
1A	54° 30' 00"	300.00'	285.36'	154.51'	274.72'	19.03859°	37.45'
1B	54° 30' 00"	325.00'	309.44'	167.39'	297.62'	17.62947°	40.57'
1C	54° 30' 00"	350.00'	332.92'	180.26'	320.51'	16.37012°	43.69'
2A	84° 13' 07"	100.00'	146.99'	90.39'	134.11'	57.23578°	34.80'
2B	84° 13' 07"	125.00'	183.74'	112.98'	167.64'	45.83662°	43.43'
2C	84° 13' 07"	150.00'	220.48'	135.58'	201.16'	38.79719°	52.19'
3E	27° 42' 44"	217.95'	105.42'	53.76'	104.39'	28.288450°	16.53'

813180

813129  
MAY 2 1987  
A.P. 42

8 13 180

# VALLEY BROOK FARMS SECTION V

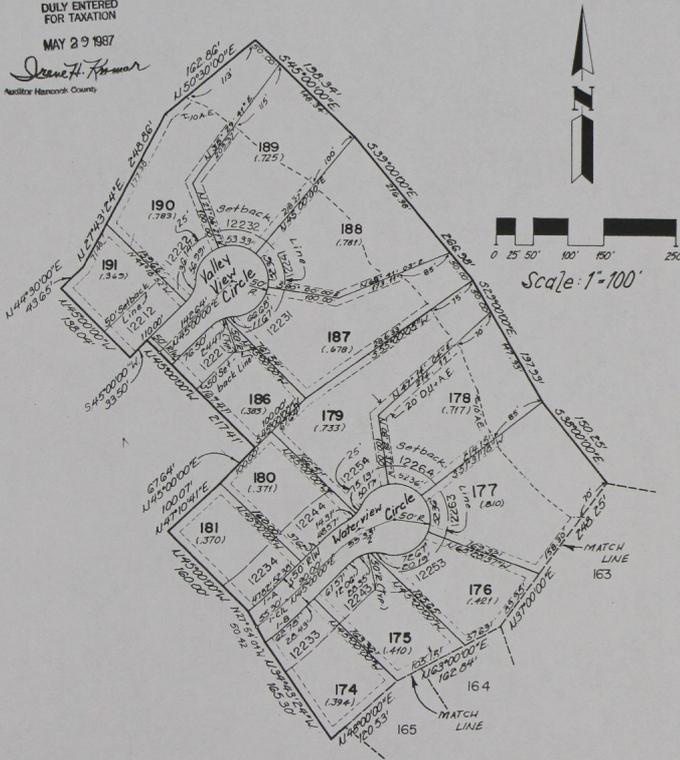
## REVISED BUILDING SETBACKS

Lots: 176-179, 187-190

VALLEY BROOK FARMS - SECTION V

DULY ENTERED FOR TAXATION  
MAY 29 1987

*Stephen L. Smith*  
Notary Hancock County



Part of the Northwest quarter of Section 35, Township 16 North, Range 5 East, in Hancock County, Indiana, being more particularly described as follows: COMMENCING at the southeast corner of the said northwest quarter section; thence NORTH 89 degrees 49 minutes 25 seconds WEST along the south line of the said northwest quarter section 275.00 feet to the point of beginning of the herein described parcel; thence continuing NORTH 89 degrees 49 minutes 25 seconds WEST along the south line of the said northwest quarter section 599.99 feet to the southeast corner of Valley Brook Farms - Section IV (Plat Cabinet "B" slide # 3, sides 1 and 2, Instrument # 67-2724, office of the Recorder); thence the next five (5) courses being along said Valley Brook Farms - Section IV: (1) NORTH 0 degrees 10 minutes 35 seconds EAST 179.97 feet; (2) NORTH 80 degrees 39 minutes 30 seconds EAST 141.05 feet; (3) NORTH 48 degrees 30 minutes 00 seconds WEST 782.92 feet; (4) NORTH 65 degrees 11 minutes 57 seconds WEST 52.20 feet; (5) NORTH 48 degrees 30 minutes 00 seconds WEST 145.00 feet to an easterly corner of Lot Number 169, Valley Brook Farms - Section III (Plat Cabinet "B" slide # 2, sides 1 and 2, Instrument # 67-2733A); thence the next ten (10) courses being along said Valley Brook Farms - Section III: (1) NORTH 6 degrees 38 minutes 52 seconds WEST 55.62 feet; (2) NORTH 48 degrees 00 minutes 00 seconds EAST 137.51 feet; (3) NORTH 34 degrees 43 minutes 24 seconds WEST 165.30 feet; (4) NORTH 27 degrees 54 minutes 04 seconds WEST 50.42 feet; (5) NORTH 45 degrees 00 minutes 00 seconds WEST 160.00 feet; (6) NORTH 47 degrees 10 minutes 41 seconds EAST 100.07 feet; (7) NORTH 45 degrees 00 minutes 00 seconds EAST 67.64 feet; (8) NORTH 45 degrees 00 minutes 00 seconds WEST 217.41 feet; (9) SOUTH 45 degrees 00 minutes 00 seconds WEST 33.50 feet; (10) NORTH 45 degrees 00 minutes 00 seconds WEST 138.04 feet to the intersection with the southern line of Valley Brook Farms - Section I (Plat Cabinet "A" slide # 279, sides 1 and 2, Instrument # 79-04137, office of the Recorder); thence the next three (3) courses being along said Valley Brook Farms - Section I: (1) NORTH 44 degrees 30 minutes 00 seconds EAST 43.65 feet; (2) NORTH 27 degrees 43 minutes 24 seconds EAST 248.86 feet; (3) NORTH 50 degrees 30 minutes 00 seconds EAST 162.86 feet; thence SOUTH 45 degrees 00 minutes 00 seconds EAST 198.34 feet; thence SOUTH 39 degrees 00 minutes 00 seconds EAST 266.98 feet; thence SOUTH 29 degrees 00 minutes 00 seconds EAST 197.93 feet; thence SOUTH 38 degrees 00 minutes 00 seconds EAST 90.64 feet; thence SOUTH 13 degrees 00 minutes 00 seconds EAST 100.24 feet; thence SOUTH 80 degrees 00 minutes 00 seconds EAST 120.08 feet; thence SOUTH 75 degrees 00 minutes 00 seconds EAST 110.28 feet; thence SOUTH 48 degrees 10 minutes 08 seconds EAST 147.12 feet; thence SOUTH 0 degrees 13 minutes 07 seconds WEST parallel with the east line of said northwest quarter 1098.62 feet to the point of beginning, containing 33.04 acres, more or less.

This Subdivision consists of 56 lots, numbered 119 through 124, both inclusive, 132 through 167, both inclusive, 174 through 181, both inclusive, and 186 through 191, both inclusive, together with street, easements, and public ways as shown on the plat within.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 19th day of May 1987.

*Stephen L. Smith*  
Stephen L. Smith  
Registered Land Surveyor No. 50427  
State of Indiana



CURVE DATA						
CURVE NO.	Δ	R	ARC	T	CHORD	D
1-A	09° 08' 00"	300.00'	47.82'	23.96'	47.77'	19.07859°
1-B	09° 44' 57.0"	325.00'	55.30'	27.72'	55.23'	11.62347°
1-C	10° 16' 37.5"	350.00'	62.78'	31.47'	62.70'	16.37022°
2	29° 29' 13.0"	193.00'	99.33'	50.79'	98.23'	29.68923°

1871 THE - 1 - A H

Cabinet B Slide 17

VALLEY BROOK FARMS - SECTION V  
COVENANTS AND RESTRICTIONS

The undersigned, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of SUNRISE REAL ESTATE DEVELOPMENT, Inc., being the owner of the real estate described herein, do hereby lay off, plat, and subdivide the same into lots and streets in accordance with this plat and certificate. This addition shall be known and designated as VALLEY BROOK FARMS - SECTION V, an addition to Hancock County, Indiana.

- 1. All streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this addition shall be designated as residential lots. Only one single-family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots.
3. Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of each intersection unless the foliage line maintained at sufficient height to prevent obstruction of such sight lines.
4. No building shall be erected or located nearer to the front lot line nor nearer to the side street line than the building set-back line shown on the within plat. In all other respects, the minimum side yard set-back line shall be ten (10) feet and the minimum rear yard set-back line shall be twenty-five (25) feet.
5. No one-story residence shall be erected on any lot in this addition having ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 980 square feet exclusive of open porches and garages.
6. There are strips of ground as shown on the within plat marked Drainage Easements (D.E.) and/or Utility Easements (U.E.) which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers, and drains subject at all times to the authority of the Town of Cumberland, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities.
7. A strip of ground forty (40) feet wide is reserved for drainage and utility easement along the front of all lots unless otherwise noted.
8. There shall be a ten (10) foot Drainage & Utility Easement on each side lot line unless otherwise noted.
9. There are strips of ground as shown on the within plat marked Access Easements (A.E.) which are hereby reserved for the use of the Hancock County Drainage Board. Said easement shall encompass the existing statutory rights of entry of said Board and an additional ten (10) feet from the shore line, as shown on the plat for the purpose of maintaining, repairing and restoring the creek, lake and dam to be constructed. An additional non-exclusive easement on lots 157-190, 177-179, 157-163 coextensive with the foregoing access easement shall, be reserved in favor of the Lake Owners Association to be formed. The actual shoreline, as constructed, shall control the location of the access easement or the dimensions shown on the plat.
10. There shall be a ten (10) foot access easement on each side of the common lot line of lots 178 and 179.
11. No trailer, camper, motorcycle, truck, or other vehicle not related to residential use shall be stored temporarily or permanently on any lot in this subdivision, nor shall any tent, shack, barn, or other outbuilding or temporary structure to be used for temporary or permanent residential purposes or any other purpose in any lot in this addition.
12. No noxious or offensive trade shall be carried on upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
13. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a residence from keeping usual pet animals or birds provided that they are not kept, bred, or maintained for commercial purposes or that they do not create or constitute a nuisance.
14. Each residence shall have at least a two-car garage which shall be attached.

DULY ENTERED FOR TAXATION MAY 2 1987

Secretary of Hancock County

Cabinet B Slide 17

- 15. Vendor, or any successor entity controlled by Sunrise Real Estate Development Corp., shall have the right to disapprove the architectural plans (including but not limited to elevations) of Purchaser or any subsequent owner of the real estate prior to building a residence. A complete copy of the architectural plans shall be given to Vendor, which Vendor shall retain prior to commencement of construction.
16. The driveway shall be paved with concrete or asphalt.
17. After commencement of construction, Purchaser must complete the exterior of the residence within (9) months. In the event Purchaser fails to complete the construction, Vendor shall have a right of entry for the purpose of completing such construction; shall have the right to complete the construction of the exterior in accordance with the plans filed with the Vendor; and shall be entitled to reimbursement for the cost of such completion. Vendor shall be entitled to file and foreclose a mechanic's lien to enforce the debt.
18. Purchaser shall maintain the real estate in good condition prior to commencement of construction which shall include but not be limited to the cutting of weeds.
19. No above-ground swimming pools.
20. No storage sheds other than attachment to the dwelling.
21. No external TV antennas or satellite dishes.
22. In addition to the covenants and restrictions set forth herein Lots 187-190, 177-179, 157-163 shall also be subject to the restrictions and covenants to be set forth by the undersigned in a Declaration of Covenants, Conditions, and Restrictions ("Declarations") to be hereafter executed and recorded and upon such execution and recordation, the restrictions and covenants contained therein shall be incorporated herein by reference.
23. The right to enforce the within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process of law of any septic tank, absorption bed, or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this addition, their heirs and assigns, and the Town of Cumberland, their successors or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation. Such provisions shall be in full force and effect for twenty-five (25) years from recording date at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
24. The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
25. IN WITNESS WHEREOF, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., have hereunto caused their names to be subscribed this 21 day of May 1987.

Kenneth L. Borgmann, President

John R. Wolfe, Secretary

SUNRISE REAL ESTATE DEVELOPMENT, INC. SUNRISE REAL ESTATE DEVELOPMENT, INC.

STATE OF INDIANA ) ) SS: COUNTY OF Hancock

Before me, a Notary Public in and for said County and State, personally appeared Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my signature and notarial seal this 21 day of May 1987.

Charles R. Hixon, Notary Public

My Commission Expires 1-21-90 County of Residence: MARION

Approved by the CUMBERLAND PLANNING COMMISSION at a public hearing on 1987.

Donald J. Engesser, President

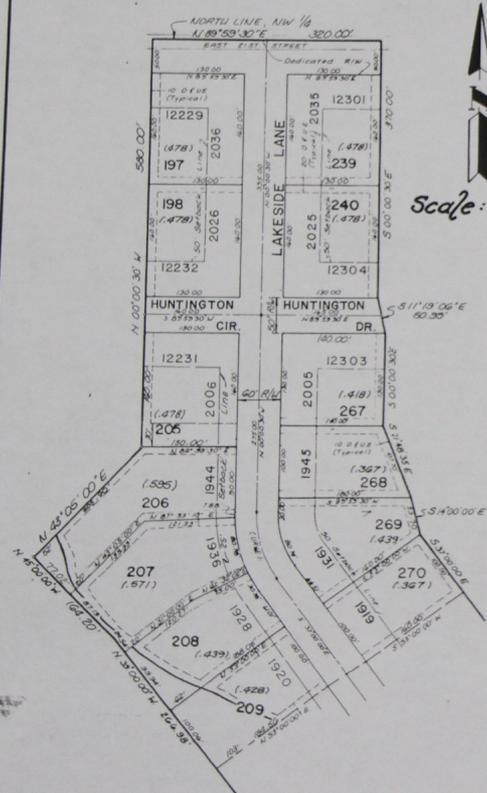


RECORDED MAY 29 1987

811 - R.R. Club - B

# VALLEY BROOK FARMS

## SECTION VI



Scale: 1" = 100'

### VALLEY BROOK FARMS - SECTION VI

Part of the Northwest quarter of Section 35, Township 16 North, Range 5 East, in Hancock County, Indiana, being more particularly described as follows:

COMMENCING at the Southeast corner of the said Northwest quarter section; thence NORTH 00 degrees 13 minutes 07 seconds EAST along the East line of said Northwest quarter 1182.10 feet to the Point of Beginning of the herein described parcel; thence NORTH 89 degrees 46 minutes 53 seconds WEST 185.00 feet; thence SOUTH 47 degrees 18 minutes 08 seconds WEST 122.89 feet to the East corner of Lot #157 of Valley Brook Farms-Section V (Plat Cabinet "5", slides #16 and #17, Instrument #87-4748, Office of the Recorder); thence the next ten (10) courses being along said Valley Brook Farms-Section V; (1) NORTH 48 degrees 10 minutes 08 seconds WEST 147.12 feet; (2) NORTH 75 degrees 00 minutes 00 seconds WEST 310.28 feet; (3) SOUTH 70 degrees 00 minutes 00 seconds WEST 100.24 feet; (4) NORTH 80 degrees 00 minutes 00 seconds WEST 100.24 feet; (5) NORTH 13 degrees 00 minutes 00 seconds WEST 75.38 feet; (6) NORTH 80 degrees 00 minutes 00 seconds WEST 90.64 feet; (7) NORTH 38 degrees 00 minutes 00 seconds WEST 150.25 feet; (8) NORTH 29 degrees 00 minutes 00 seconds WEST 197.93 feet; (9) NORTH 39 degrees 00 minutes 00 seconds WEST 266.98 feet; (10) NORTH 45 degrees 00 minutes 00 seconds WEST 154.20 feet; thence NORTH 43 degrees 05 minutes 00 seconds EAST 205.90 feet; thence NORTH 00 degrees 00 minutes 30 seconds WEST 580.00 feet to the North line of said Northwest quarter; thence NORTH 89 degrees 59 minutes 20 seconds EAST 370.00 feet; thence SOUTH 11 degrees 19 minutes 06 seconds EAST 50.99 feet; thence SOUTH 00 degrees 00 minutes 30 seconds EAST 130.00 feet; thence SOUTH 21 degrees 48 minutes 35 seconds EAST 107.70 feet; thence SOUTH 14 degrees 00 minutes 00 seconds EAST 53.70 feet; thence SOUTH 37 degrees 00 minutes 00 seconds EAST 173.91 feet; thence SOUTH 82 degrees 06 minutes 58 seconds EAST 95.08 feet; thence SOUTH 89 degrees 46 minutes 53 seconds EAST 200.00 feet; thence SOUTH 00 degrees 13 minutes 07 seconds WEST 30.00 feet; thence SOUTH 89 degrees 46 minutes 53 seconds EAST 555.00 feet to the East line of said Northwest quarter; thence SOUTH 00 degrees 13 minutes 07 seconds WEST along said East line 620.00 feet to the Point of Beginning, containing 22.99 acres more or less.

This subdivision consists of 34 lots, numbered 197 and 198, 205 through 224, both inclusive, 229, and 240, 253 and 254, 267 through 274, both inclusive, together with streets, easements, and public ways as shown on the plat within.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose. Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 26<sup>th</sup> day of September 1988.

Stephen L. Smith  
Registered Land Surveyor No. S0427  
State of Indiana



DULY ENTERED FOR TAXATION  
SEP 8 1988

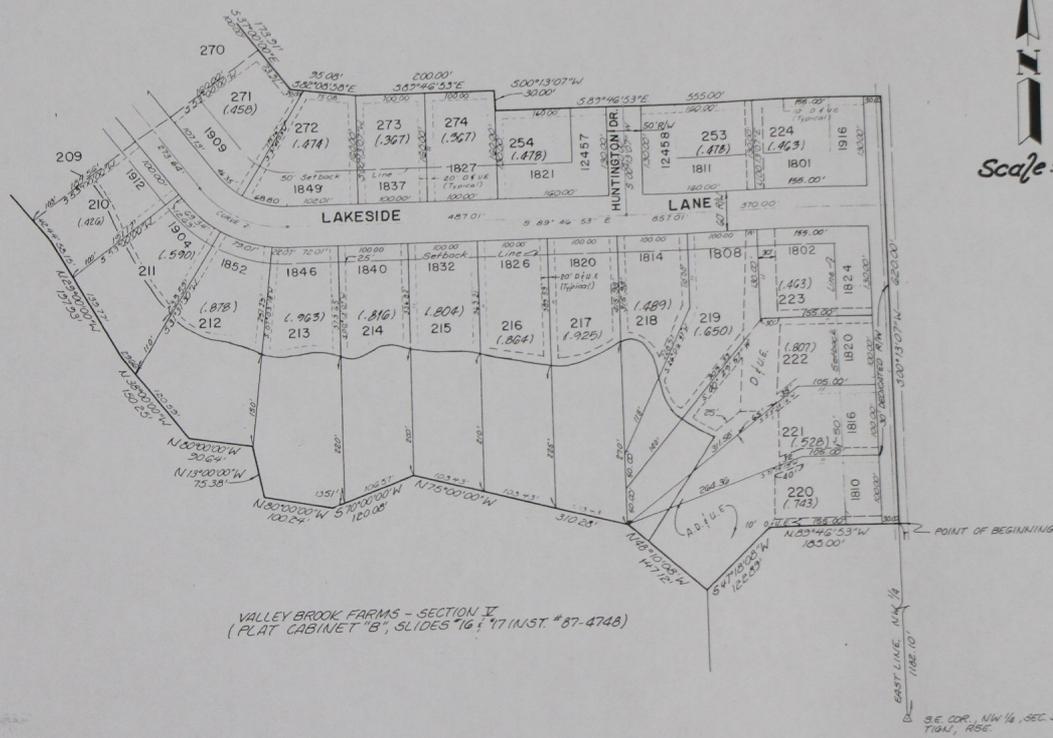
Mark W. Counts  
Auditor of Hancock County

CURVE DATA							
NO.	R	Δ	Arc Length	T	C	Oc	
1.	155.06'	36°59'30"	100.11'	51.87'	98.38'	8.45'	36.3507*

Slide 86 Cabinet B

# VALLEY BROOK FARMS

## SECTION VI



885639

1988 SEP - 01 PM 12:46

DULY ENTERED FOR TAXATION  
SEP 0 1988

Meriden County  
Hartford Connecticut



VALLEY BROOK FARMS - SECTION VI  
COVENANTS AND RESTRICTIONS

The undersigned, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of SUNRISE REAL ESTATE DEVELOPMENT, Inc., being the owner of the real estate described herein, do hereby layoff, plat, and subdivide the same into lots and streets in accordance with this plat and certificate. This addition shall be known and designated as VALLEY BROOK FARMS-SECTION VI, an addition to Hancock County, Indiana.

- All streets shown and not heretofore dedicated are hereby dedicated to the public.
- All numbered lots in this addition shall be designated as residential lots. Only one single-family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots.
- Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- No building shall be erected or located nearer to the front lot line nor nearer to the side street line than the building set-back line shown on the within plat. In all other respects, the minimum side yard set-back line shall be ten (10) feet and the minimum rear yard set-back line shall be twenty-five (25) feet.
- No one-story residence shall be erected on any lot in this addition having ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 900 square feet exclusive of open porches and garages.
- There are strips of ground as shown on the within plat marked Drainage Easements (D.E.) and/or Utility Easements (U.E.) which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers, and drains subject at all times to the authority of the Town of Cumberland, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities.
- A strip of ground forty (40) feet wide is reserved for drainage and utility easements along the front of all lots with 50' setbacks and (20) feet for all lots with 25' setbacks, unless otherwise noted.
- There shall be a ten (10) foot Drainage & Utility Easement on each side lot line unless otherwise noted.
- The areas within lots 220-222 shown on the within plat marked Access Easements (A.E.) are hereby reserved for the use of the Hancock County Drainage Board. Said easement shall encompass the existing statutory rights of entry of said Board and an additional ten (10) feet from the shore line, as shown on the plat for the purpose of maintaining, repairing and restoring the creek, lake and dam. An additional non-exclusive easement on lots 206 - 222 coextensive with the foregoing access easement shall be reserved in favor of the Lake Owners Association to be formed. The actual shoreline, as constructed, shall control the location of the access easement or the dimensions shown on the plat.
- No trailer, camper, motorcycle, truck, or other vehicle not related to residential use shall be stored temporarily or permanently on any lot in this subdivision, nor shall any tent, shack, barn, or other outbuilding or temporary structure be used for temporary or permanent residential purposes or any other purpose in any lot in this addition.
- No noxious or offensive trade shall be carried on upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a residence from keeping usual pet animals or birds provided that they are not kept, bred, or maintained for commercial purposes or that they do not create or constitute a nuisance.
- Each residence shall have at least a two-car garage which shall be attached.
- Vendor, or any successor entity controlled by Sunrise Real Estate Development Corp., shall have the right to disapprove the architectural plans (including but not limited to elevations) of Purchaser or any subsequent owner of the real estate prior to building a residence. A complete copy of the architectural plans shall be given to Vendor, which Vendor shall retain prior to commencement of construction.
- The driveway shall be paved with concrete or asphalt.

16. After commencement of construction, Purchaser must complete the exterior of the residence within (9) months. In the event Purchaser fails to complete the construction, Vendor shall have a right of entry for the purpose of completing such construction; shall have the right to complete the construction of the exterior in accordance with the plans filed with the Vendor; and shall be entitled to reimbursement for the cost of such completion. Vendor shall be entitled to file and foreclose a mechanic's lien to enforce the debt.
17. Purchaser shall maintain the real estate in good condition prior to commencement of construction which shall include but not be limited to the cutting of weeds.
18. No above-ground swimming pools.
19. No storage sheds other than attachment to the dwelling.
20. No external TV antennas or satellite dishes.
21. In addition to the covenants and restrictions set forth herein Lots 206-222 shall also be subject to the restrictions and covenants to be set forth by the undersigned in a Declaration of Covenants, Conditions, and Restrictions ("Declarations") to be hereafter executed and recorded and upon such execution and recordation, the restrictions and covenants contained therein shall be incorporated herein by reference.
22. The rights to enforce the within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process of law of any septic tank, absorption bed, or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this addition, their heirs and assigns, and the Town of Cumberland, their successors or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation. Such provisions shall be in full force and effect for twenty-five (25) years from recording date at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
23. The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
24. IN WITNESS WHEREOF, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of SUNRISE REAL ESTATE DEVELOPMENT, INC., have hereunto caused their names to be subscribed this 31st day of July, 1988.

*Kenneth L. Borgmann*  
Kenneth L. Borgmann, President  
SUNRISE REAL ESTATE DEVELOPMENT, INC.

*John R. Wolfe*  
John R. Wolfe, Secretary  
SUNRISE REAL ESTATE DEVELOPMENT, INC.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hancock )

Before me, a Notary Public in and for said County and State, personally appeared Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of SUNRISE REAL ESTATE DEVELOPMENT, INC., and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my signature and notarial seal this 31st day of July, 1988

*Janet E. Farnhill*  
Notary Public

My Commission Expires 6-1-89  
County of Residence: Hancock

Approved by the CUMBERLAND PLANNING COMMISSION  
at a public hearing on July 27, 1988.

*Guy Reed*  
GUY REED, President

Secretary

860639

SEP 11 1988

DULY INTEND  
FOR TAXATION

SEP 8 1988

*Marion W. Counts*  
Auditor of Hancock County



Slide 87 Cabinet B

# VALLEY BROOK FARMS

## SECTION VII

### VALLEY BROOK FARMS - SEC. VII

Part of the Northwest quarter of Section 35, Township 16 North, Range 5 East, in Hancock County, Indiana, being more particularly described as follows: BEGINNING at the Northwest corner of the said Northwest quarter section; thence SOUTH 00 degrees 13 minutes 07 seconds WEST along the East line of said Northwest quarter 887.00 feet; thence NORTH 89 degrees 46 minutes 53 seconds WEST 555.00 feet; thence NORTH 00 degrees 13 minutes 07 seconds EAST 30.00 feet; thence NORTH 89 degrees 46 minutes 53 seconds WEST 200.00 feet; thence NORTH 82 degrees 08 minutes 58 seconds WEST 95.08 feet; thence NORTH 37 degrees 00 minutes 00 seconds WEST 173.91 feet; thence NORTH 14 degrees 00 minutes 00 seconds WEST 53.70 feet; thence NORTH 21 degrees 48 minutes 35 seconds WEST 107.70 feet; thence NORTH 00 degrees 00 minutes 30 seconds WEST 130.00 feet; thence NORTH 11 degrees 19 minutes 06 seconds WEST 50.99 feet; thence NORTH 00 degrees 00 minutes 30 seconds WEST 370.00 feet to the North line of the said Northwest quarter; thence NORTH 89 degrees 59 minutes 30 seconds EAST along said North line 1020.20 feet to the Point of Beginning, containing 19.77 acres more or less.

Also COMMENCING at the Northeast corner of the said Northwest quarter section; thence SOUTH 89 degrees 59 minutes 30 seconds WEST along the North line of the said northwest quarter 1340.20 feet to the Point of Beginning; thence SOUTH 00 degrees 00 minutes 30 seconds EAST 580.00 feet; thence SOUTH 43 degrees 05 minutes 00 seconds WEST 205.90 feet to the easterly line of Lot #190 of Valley Brook Farms - Section V (Plat Cabinet "B", slides #16 and #17, Instrument #87-4748, Office of the Recorder); thence NORTH 45 degrees 00 minutes 00 seconds WEST along said easterly line of Lot #190 a distance of 34.14 feet to the eastern corner of Lot #35 of Valley Brook Farms - Section I (Plat Cabinet "A", slide #279, Instrument #79-4137, Office of the Recorder); thence the next six (6) courses being along said Valley Brook Farms - Section I (Plat Cabinet "A", slide #279, Instrument #79-4137, Office of the Recorder); 1) NORTH 33 degrees 30 minutes 00 seconds WEST 85.00 feet; 2) NORTH 35 degrees 00 minutes 00 seconds WEST 140.00 feet; 3) NORTH 50 degrees 00 minutes 00 seconds WEST 200.00 feet; 4) NORTH 15 degrees 00 minutes 00 seconds WEST 90.00 feet; 5) NORTH 34 degrees 00 minutes 00 seconds EAST 120.00 feet; 6) NORTH 00 degrees 00 minutes 30 seconds WEST 240.02 feet to the North line of said Northwest quarter; thence NORTH 89 degrees 59 minutes 30 seconds EAST along said North line 435.72 feet to the Point of Beginning, containing 6.29 acres more or less.

This subdivision consists of 46 lots, numbered 193-196, both inclusive, 199-204, both inclusive, 225-238, both inclusive, 241-252, both inclusive, and 255-266, both inclusive, together with streets, easements, and public ways as shown on the plat within.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

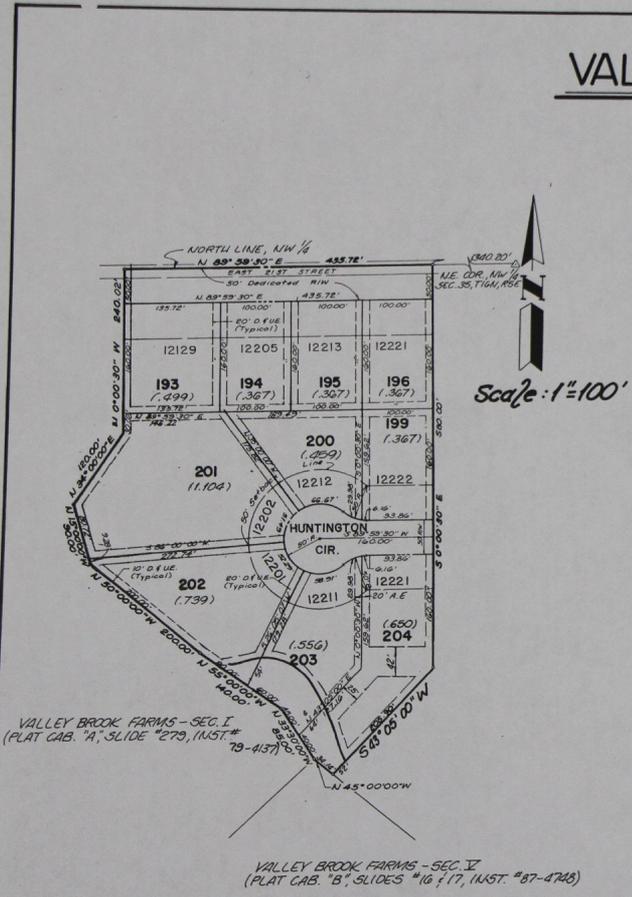
Certified this 26<sup>th</sup> day of JULY 1988.

Stephen L. Smith  
Registered Land Surveyor No. 50427  
State of Indiana



084940

188-12-9-13-0-14



VALLEY BROOK FARMS - SEC. I  
(PLAT CAB. "A", SLIDE #279, INSTR. #79-4137)

VALLEY BROOK FARMS - SEC. II  
(PLAT CAB. "B", SLIDES #16 & 17, INSTR. #87-4748)

NO.	R.	Δ	Arc	T	C	E	D <sub>0</sub>
1.	125.00'	90° 13' 37"	196.84'	125.49'	177.12'	52.12'	45.8366"

DULY ENTERED FOR TAXATION

SEP 11 1988