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**VALLEY BROOK FARMS — SECTION V
COVENANTS AND RESTRICTIONS**

The undersigned, Kenneth L. Borgman 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 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. 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.

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. Borgman 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. Borgman *John R. Wolfe*

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 187-190, 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.

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
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 21 day of MAY 1987.

Charles R. Hine
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. Engerer
DONALD J. ENGERER President

Bonnie Rainey
BONNIE RAINEY Secretary

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FOR RECORD

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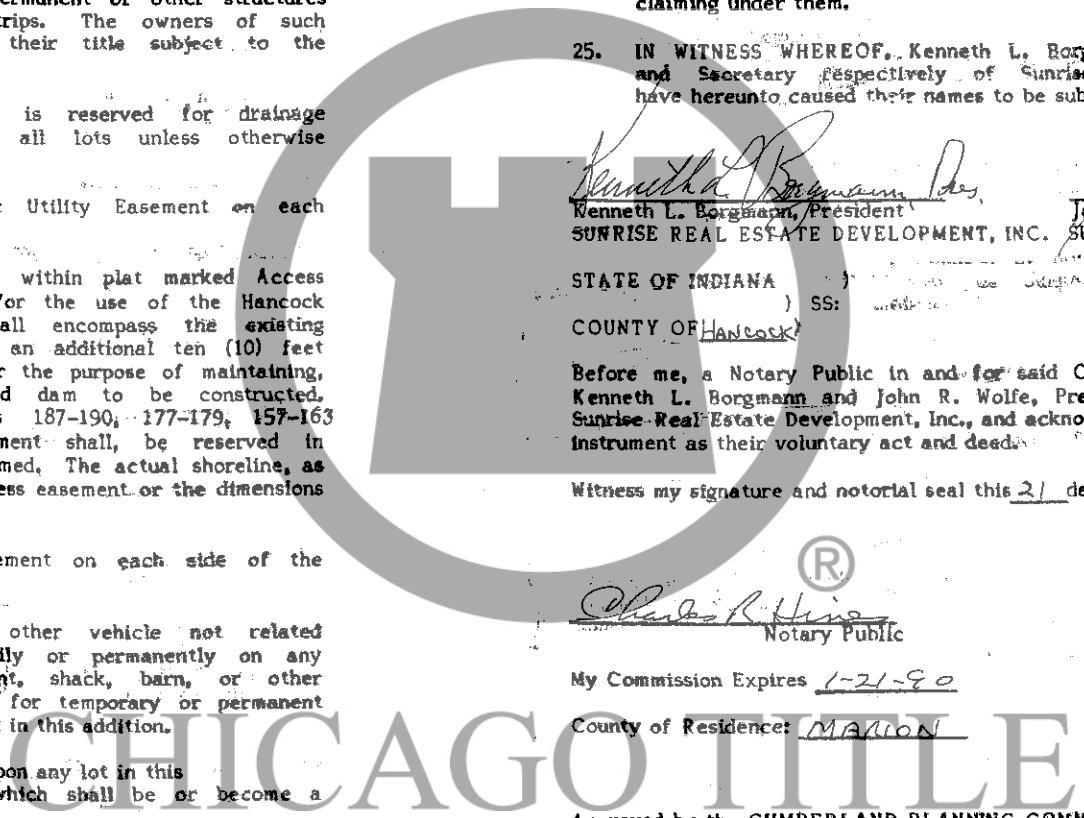
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VALLEY BROOK FARMS - SECTION V
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7. A strip of ground forty (40) feet wide is reserved for drainage

DULY ENTERED
FOR TAXATION

MAY 2 1987

Diane H. Korman
Hancock County

Cabinet B Slide 7

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.
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Diane H. Korman
Hancock County

CHICAGO TITLE

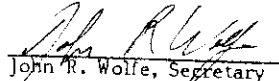
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25. IN WITNESS WHEREOF, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., have hereunto caused their names to be subscribed this 21 day of MAY 1987.


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


 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 21 day of MAY 1987.



 Charles R. Hines
 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. ENGERER President


 BONNIE RAINEY Secretary

