

shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 11.1 Architectural Standards Jurisdiction.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Committees established in Sections 11.2 and 11.3.

No construction, as defined herein, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the

approval of the appropriate Committee has been obtained.

For purposes of this Section, "Construction" shall mean:

- (a) Original construction of any kind.
- (b) Modifications, additions, or alterations of any kind.
- (c) Staking, clearing, excavating, grading and other site work.
- (d) Planting or removal of plants, trees, shrubs, gardens or other landscaping items.
- (e) Installation of lawn carpeting, fences, walls, awnings, tennis courts, swimming pools, playground equipment, basketball goals, mailboxes, yard light fixtures, gazebos, or any other structure or appurtenance of any kind.

It is understood and agreed that the purpose of architectural regulations and controls is to secure an attractive, harmonious residential development having continuing appeal by assuring materials and design elements are harmonious in conjunction with the way building and improvements relate to each other and the environment.

Section 11.2 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Development. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures.

The standards and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the standards and procedures. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Development and who shall conduct their operations strictly in accordance therewith. Until all the real estate included in the Development has been conveyed to purchasers in the normal course of development and sale, or until the right of the declarant to submit or to annex additional property expires, as described in Article VIII herein, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members in the same manner as provided in Section 11.3 for the Modifications Committee.

Section 11.3 Modifications Committee. The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. At the time when the Declarant surrenders control of the Association, Declarant shall also surrender the right to control the Modifications Committee by a written instrument in recordable form executed by Declarant. The MC shall have exclusive jurisdiction over modifications,

additions, or alterations made on or to then existing Residential Units or structures containing Residential Units and the open space, if any, on any portion of the Development appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence any color desired.

Section 11.4 Procedures for Approval. Approvals required by this Article shall be in written form by the appropriate Committee, and shall be forthcoming only after written application has been made and application fee paid, if any, to the appropriate Committee by the Owner of the Lot requesting authorization from such Committee (or such Owner's duly authorized representative). Such written

application shall be in the manner and form prescribed from time to time by the applicable Committee and shall be accompanied by two (2) of all of the following:

- (a) Complete sets of plans and specifications drawn to scale setting forth the nature, kind, shape, height, color and composition of all exterior materials proposed to be used; and the square footages, level by level, as well as the total square footage of the residence (excludes below grade).
- (b) Plot plan drawn to scale showing street(s) location, all lot dimensions; all structures proposed or existing on the lot, their size, location and distance from each other and to adjacent property or right-of-way lines; location/width of driveway(s); Location/width of sidewalk(s) necessary to comply with Valparaiso Subdivision Ordinance #5, 1978, to be plotted at this time in the event the City should determine that sidewalks are in the best interest of the City as described in Section 2.32(L)(v)(b), and other walk(s); required set-back distances from property or rights-of-way; topography and physical features. Indicate elevation of the proposed improvement as it relates to the existing street elevation and adjoining land(s). As drawn, prepared and sealed by either a registered land surveyor, engineer or architect.
- (c) Landscaping plan drawn to scale setting forth the nature, kind, shape, height of all materials to be used; sod and seed areas.

- (d) Soil erosion and sedimentation control plan; include soil survey.
- (e) Drainage, grading and site plan indicating topography and proposed plans for handling of on site drainage, including but not limited to, sump pump discharge, gutter drains, driveway drains, ditches, swales, sedimentation basins or berms; show physical features such as existing plant life, tree groups, creeks, etc.
- (f) Copies of all permits, plans and design relating to the construction of a sanitary sewer service line.
- (g) Resume of builder evidencing quality experience and demonstrated achievements including references.
Also include proof of builder's financial capability.

In addition, a building permit must be obtained from the City of Valparaiso subsequent to Committee approval but prior to any improvements.

Section 11.5 Power of Disapproval. The applicable Committee may refuse to grant approvals required under this Article when:

- (a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these restrictions or the requirements of the applicable Supplemental Declaration;

(b) The design or color scheme of a proposed exterior repainting, modification or improvement is not in harmony with the general surroundings of the Lot, with adjacent buildings or structures, or with Community-Wide Standards, all as determined in the sole discretion of the Committee; or

(c) The proposed improvement, construction or modification, or any part thereof, would be contrary to the interests, welfare or rights of all or any part of the other Owners, all as determined in the sole discretion and opinion of the applicable Committee.

(d) In the event that said Committee has not acted upon the submission within thirty (30) days by the issuance of a written approval, the submission will be deemed to have been denied.

Section 11.6 Hold Harmless Neither the Association, its directors, the New Construction Committee, or the Modifications Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plan on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not

defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (e) the development of any property within Manchester Meadows. Any person submitting plans to either or both of such Committees shall hold the Developer, the Association, its Directors, the Committees, and any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

Section 11.7 Inspection. The NCC and MC or their duly authorized agents, may inspect work being performed with their permission to assure compliance with these Restrictions, the requirements of the applicable Supplemental Declaration and any applicable regulations of the Association.

Section 11.8 Declarant Improvements. The MC and NCC shall have no powers with respect to any construction, improvements or modifications undertaken by the Declarant, its agent, contractors, suppliers or subcontractors (or any assignee of Declarant if the Declarant has approved the plans therefor).

Section 11.9 Remedies for Failure to Obtain Approval. In the event any construction or modifications are made without first obtaining approval of the appropriate Committee as required herein, the Association and the applicable Committee shall have the powers of enforcement granted to the Association generally for purposes of this Declaration

and may require any modifications, construction, changes or improvements undertaken or installed without the approval of the applicable Committee to be removed or renovated by whatever means the Association and/or applicable Committee deems appropriate, with all the costs thereof, including costs of collection and attorneys fees to become a lien against the defaulting Owner's Lot in the manner described in Section 10.5 hereof.

Section 11.10 Power to Grant Variances. The NCC and MC may allow reasonable variances or adjustments of the Restrictions where literal application, in the sole discretion of the NCC or the MC, would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of the Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development.

ARTICLE XII

MORTGAGEE RIGHTS

Section 12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder), will, upon payment of the reasonable expenses of the Association associated

therewith, be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) condemnation, damage or destruction to the Development or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owned by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders.

Section 12.2 Rights of Mortgagees. Except to the extent otherwise provided herein, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to these Restrictions. Notwithstanding any other provision of these Restrictions, neither the Owners nor the Association shall have any right to make any amendment to these Restrictions which materially

impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1 Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law.

Provided, however, in the event that Indiana law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the Owners present or represented by proxy entitled to cast a vote at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of the Recorder of Porter County, Indiana, on or before the effective date thereof an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly

approved by the Owners. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 13.2 Amendment.

(a) This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) at Declarant's option, if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) at Declarant's option, if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal Housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (iv) at Declarant's option, if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject

to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

Further, so long Declarant owns any property in the Development or any property capable of being annexed thereto, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not adversely affect in a material magnitude, the substantive rights of any then present Lot Owner hereunder, nor shall it substantially affect marketability of title to any Lot without the consent of the affected Lot Owner.

(b) In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) a majority of the Owners and the consent of the Declarant, so long as declarant has an unexpired option to subject property to this Declaration, as set forth at Article VIII.

Amendments to this Declaration shall become effective upon recordation in the Porter County, Indiana records, unless a later effective date is specified therein.

Section 13.3 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred

by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association and thereby affected through the assessment process), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 13.4 Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above, and under all property within the Development for access, ingress, egress, installation, repairing, replacing,

and maintaining all utilities serving the Development or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone, and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Development. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 13.5 Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement

for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the Common Area facilities, if any, which may be owned by the Association, as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.5 shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded or (b) upon the Declarant's recording a written statement that all sales activity has ceased.

Section 13.6 Gender and Grammar. The singular, wherever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 13.7 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 13.8 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 13.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth, Queen of England.

Section 13.10 Mailing Address. Each Owner of a Lot in Manchester Meadows shall file the correct mailing address of such Owner with Developer and shall notify Developer promptly in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Developer or Association shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration. Once the Developer transfers

control of the Association to the Owners, any filing of correct mailing address or subsequent change shall be to the Association which will make same available to the Developer as the Developer's interests may require.

ARTICLE XIV

ENFORCEMENT

Section 14.1 In General. Any party to whose benefit these Restrictions inure, including Declarant, the Association and any Owner, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Declarant nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

Notwithstanding any other provision in this Declaration of Covenants, Conditions, Easements and Restrictions to the contrary, the Association acting through its Board of Directors may elect to enforce any provision of the Declaration, the Association's By-Laws, the Rules and Regulations by self help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible the Owner or occupant responsible for a violation for which abatement is sought or for which other action shall be taken shall pay all costs including attorneys fees actually incurred.

In addition thereto, any judgment for monetary damages arising from any such enforcement action, if not paid within thirty days from the due date, shall constitute

a lien on such Owner's lot in favor of the Association. Said lien shall have the same priority as a lien for assessment set forth in Section 10.5 of this Declaration and shall be subject to foreclosure and such other provisions of Section 10.6 of this Declaration not inconsistent with this section.

Section 14.2 Government Enforcement. The Plan Commission of Valparaiso, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Plan Commission of Valparaiso, Indiana.

Section 14.3 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

ARTICLE XV

PRIVATE AMENITIES AND SERVICES

Section 15.1 Private Amenities and Services. Elements comprising the Common Area shall be owned and maintained by the Association so long as this Declaration remains in force. In the event of any termination of this Declaration and/or dissolution of the Association, the Association shall

convey the Common Area to a successor organization having similar purposes and powers as the Association, or it shall use its best efforts to dedicate the Common Area to the appropriate public agencies or utilities which normally hold and/or administer such property. If such dedication or conveyance are not possible, such property shall be disposed of as determined by the Circuit Court of Porter County, Indiana, consistent with the purposes set forth in this Declaration.

ARTICLE XVI

LIMITATION ON DEVELOPER'S LIABILITY

Section 16.1 Limitation on Developer's Liability.

Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot or Residential Unit and becoming an Owner acknowledges and agrees, that neither Developer (including without limitation any assignee of the interest of Developer hereunder) nor any director, officer or shareholder of Developer (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to the Association, or any Owner, Member or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Association except, in the case of Developer (or its assignee), to the extent of its interest in the Property;

and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 21st day of September, 1989.

OWNER and DEVELOPER:

URSCHEL DEVELOPMENT CORPORATION

Robert R. Urschel
Robert R. Urschel, President

Elena L. Urschel
Elena L. Urschel, Secretary

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public, duly authorized and acting in the above county and state, personally appeared URSCHEL DEVELOPMENT CORPORATION, by and through Robert R. Urschel and Elena L. Urschel, its President and Secretary, respectively, and acknowledged execution of the foregoing Declaration of Covenants, Easements, and Restrictions of Manchester Meadows.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 21st day of September, 1989.

My commission expires:

11-2-92

Paula Jane Baker
Paula Jane Baker
Notary Public

(a resident of LAKE County)

-97-

Prepared by Donald J. Dreyfus, Attorney at Law, Suite 425
North, 1000 East 80th Place, Merrillville,
Indiana, 46410

A parcel of land located in both the Northwest Quarter and the Southwest Quarter of Section 14, and in the Northeast Quarter of Section 15, all in Township 35 North, Range 6 West of the Second Principal Meridian; the parcel in the City of Valparaiso, Porter County, Indiana and described as follows:

BEGINNING at the Southwest corner of Oakwood Estates Subdivision, in the City of Valparaiso, as per plat thereof, recorded in Plat Book 3, page 37, now Plat File 9-B-2, in the Office of the Recorder of Porter County, Indiana, said point being on the centerline of Harrison Boulevard (formerly Keeler Road); thence Northerly and Easterly along the Westerly and Northerly boundaries of said Oakwood Estates Subdivision the following three courses and distances:

1. N 00°52'00" E 319.74 feet;
2. N 00°02'30" E 216.83 feet;
3. N 82°18'00" E 159.21 feet

SEE SUPPL
2.13.90

to the Northeast corner of Lot 10 in said Oakwood Estates Subdivision, said point being a corner on the Westerly lines of Lot 76 in the 4th Addition to Oakwood Estates Subdivision, in the City of Valparaiso, as per plat thereof, recorded in Plat Book 3, page 105, now Plat File 13-A-2, in the Office of the Recorder of Porter County, Indiana; thence Northerly along the Westerly boundary of said 4th Addition to Oakwood Estates Subdivision the following three courses and distances:

1. N 18°36'45" W 184.17 feet;
2. N 26°50'00" E 285.00 feet;
3. N 41°00'00" E 376.98 feet

to the Southerly most corner of a tract of land conveyed by Northern Indiana Bank and Trust Company, as trustee, pursuant to the provisions of a trust agreement dated May 14, 1963, known as Trust No. 11-2160 and Oakwood Estates, Inc., an Indiana Corporation, of Porter County, Indiana to Raymond J. and Angelika Clark by a trustee's deed dated August 12, 1986 and recorded in the Office of the Recorder of Porter County, Indiana on August 15, 1986 as Instrument Number 98290 in Deed Record 372, page 261; thence along the boundary of said tract of land the following four courses and distances:

1. N 49°00'00" W 110.00 feet;
2. N 41°00'00" E 110.09 feet;
3. N 00°00'00" E 149.04 feet;
4. N 90°00'00" E 200.00 feet

to the Northeast corner of said tract of land, said point also being the Northwest corner of Lot 83 in said 4th Addition to Oakwood Estates Subdivision; thence continuing along the North line of said 4th Addition to Oakwood Estates Subdivision N 90°00'00" E 477.98 feet to the West line of Lot 63 in the 3rd Addition to Oakwood Estates Subdivision, in the City of Valparaiso, as per plat thereof, recorded in Plat Book 3, page 104, now Plat File 13-A-1, in the Office of the Recorder of Porter County, Indiana; thence Northerly and Easterly along the Westerly boundary of said 3rd Addition to Oakwood Estates Subdivision the following six courses and distances:

1. N 13°00'00" E 80.56 feet;
2. N 45°00'00" E 195.00 feet;
3. N 60°30'00" E 502.56 feet;
4. N 00°00'00" E 772.81 feet;
5. N 90°00'00" E 55.00 feet;
6. N 54°53'24" E 285.80 feet (N 55°00'00" E 285.00 feet per recorded plat of said 3rd Addition to Oakwood Estates Subdivision)

to the Northeast corner of said Northwest Quarter of Section 14, said point also being the Northeast corner of Lot 75 in said 3rd Addition to Oakwood Estates Subdivision; thence N 89°59'17" W along the North line of said Northwest Quarter of Section 14, 748.80 feet; thence S 00°00'43" W 227.96 feet; thence S 83°00'00" W 31.18 feet; thence S 07°00'00" E 240.00 feet; thence S 83°00'00" W 305.36 feet; thence S 14°21'54" W 177.29 feet; thence N 73°30'00" W 264.54 feet; thence S 16°30'00" W 38.00 feet to the point of curvature of a curve concave Easterly having a radius of 530.00 feet; thence along said curve an arc length of 73.38 feet (chord bearing S 12°32'01" W, chord length 73.32 feet, delta angle 07°55'59") to a point on said curve; thence N 81°25'59" W 228.47 feet; thence S 13°00'00" E 45.59 feet; thence S 77°00'00" W 239.88 feet; thence S 13°00'00" E 20.00 feet; thence S 90°00'00" W 165.00 feet; thence N 20°07'44" W 141.33 feet; thence N 63°50'22" W 77.86 feet; thence S 63°00'00" W 370.00 feet; thence S 90°00'00" W 206.86 feet to a point on the West line of said Northwest Quarter of Section 14, said line also being the East line of said Northeast Quarter of Section 15; thence N 00°02'18" E along said East line 132.41 feet to the North line of the South Three-Fourths of said Northeast Quarter of Section 15; thence S 89°49'18" W along said North line 265.24 feet to the West line of the East 12 acres (by proportional measurement) of said South Three-Fourths of the Northeast Quarter of Section 15; thence S 00°02'41" W along said West line 1993.43 feet to the South line of said Northeast Quarter of Section 15, said line also being the centerline of said Harrison Boulevard (formerly Keeler Road); thence N 89°53'14" E along said South line on said centerline 240.51 feet to a point which is 24.95 feet West of the Southeast corner of said Northeast Quarter of Section 15; said point is the point of intersection of said centerline of Harrison Boulevard (Keeler Road); thence continuing N 89°53'14" E along said South line 24.95 feet to said Southeast corner, said corner also being the Northwest corner of said Southwest Quarter of Section 14; thence S 00°01'27" E along the West line of said Southwest Quarter 12.48 feet to a point on said centerline of Harrison Boulevard; thence S 63°31'00" E along said centerline 135.12 feet to the Southwest corner of a tract of land conveyed by Marilyn V. Schmidt to Walter K. Schmidt by a Quit Claim Deed dated December 27, 1983 and recorded in the Office of the Recorder of Porter County, Indiana on January 4, 1984 as Instrument Number 55931 in Deed Record 353, page 505; thence along the boundary of said tract of land the following three courses and distances:

1. N 26°29'00" E 200.00 feet;
2. N 89°22'22" E 159.25 feet;
3. S 09°30'00" W 285.00 feet

to said centerline of Harrison Boulevard; thence S 63°31'00" E along said centerline 326.75 feet to the point of beginning; said parcel of land containing 3,539,799 square feet/81.263 acres, more-or-less, and subject to all existing easements and rights-of-way.

Dated this 13th day of January, 1989
Revised this 8th day of May, 1989

Prepared by: PTGR, Inc.
Engineers-Land Surveyors
158 S. Napoleon Street
Valparaiso, Indiana 46383
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