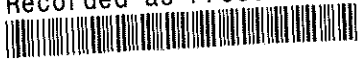


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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
14797 NORTH STATE ROAD 156, PATRIOT, INDIANA LOTS
AND GRANTING AND DECLARING UTILITY AND ACCESS EASEMENTS**

DECLARANT'S SOURCE OF TITLE IS FROM WARRANTY DEED
DATED AUGUST 21, 2024 AND RECORDED ON THE 29TH DAY OF AUGUST, 2024 IN
THE SWITZERLAND COUNTY
RECORDERS OFFICE AS INSTRUMENT NO: 2024001111

AND FROM CORRECTIVE DEED RE-RECORDED TO CORRECT ERROR IN GRANTEE
ON THE 23RD DAY OF OCTOBER 2024 IN THE SWITZERLAND COUNTY
RECORDERS OFFICE AS INSTRUMENT NO: 2024001372

Prepared by:

Roger S. Curry VP
1950 S. Morgantown Rd.
Morgantown IN. 46160

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
14797 NORTH STATE ROAD 156, PATRIOT, INDIANA LOTS
AND GRANTING AND DECLARING UTILITY AND ACCESS EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 14797 NORTH STATE ROAD 156, PATRIOT, INDIANA LOTS AND GRANTING AND DECLARING UTILITY AND ACCESS EASEMENTS (the “Declaration”), is made on the 27th day of February, 2025 (the “Effective Date”) by FFCIC/RM, LLC, hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of a certain 144.287- acre parcel of real estate located in Switzerland County, State of Indiana, which is more particularly described in Exhibit A, attached hereto, and incorporated herein by reference, hereinafter referred to as the “Real Estate”.

WHEREAS, Declarant’s source of title to the Real Estate is from that certain Warranty Deed dated August 21, 2024 and recorded on the 29th day of August, 2024 in the Switzerland County Recorder’s Office as Instrument No: 2024001111 and from a Corrective Deed re-recorded to correct error in the Grantee on the 23rd day of October 2024 in the Switzerland County Recorder’s Office as Instrument No: 2024001372.

WHEREAS, Declarant desires to and will subdivide and develop the Real Estate by creating individual Lots, as hereinafter defined, as generally denoted and set forth on Exhibit B attached hereto and incorporated herein by this reference, all as hereinafter provided and set forth.

NOW THEREFORE, Declarant hereby declares that all of the Real Estate described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Estate and shall be binding on all parties having any right, title, or interest in the described Real Estate, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

NAME

The Real Estate shall be used for a residential development, as more specifically set forth. This residential development shall be known and designated as the Patriot 144 Lots.

ARTICLE II

DEFINITIONS

Section 1 "Common Area" means and includes: (1) those portions of the Real Estate, and including improvements thereto, together with all facilities, structures, buildings, improvements, and personal property located upon any such Real Estate designated as Common Area, owned, to-be-owned, leased or to-be-leased by the Declarant, or by any Association created by Declarant for purposes of holding title to such Common Area, from time to time and which portions of the Real Estate, including improvements thereto, together with all other facilities, structures, buildings, improvements, and personal property located upon any such Real Estate designated as Common Area, is available for the use in common by all Lot Owners, (2) the Common Area generally shown as the 3.3- acre Common Area on Exhibit B attached hereto and incorporated herein by this reference, (3) such other items (if any) deemed Common Area for maintenance purposes by the Declarant, or any Association created by Declarant for purposes of administering and managing Common Area, and (4) all portions of the Real Estate shown on any map or Plat of the Real Estate as a "Common Area". The term Common Area as used herein (whether or not so expressed) shall specifically include the approximate 3.3- acre parcel in the north east corner of the Real Estate designated as Common Area on Exhibit B attached hereto.

Section 2 "Common Expenses" shall mean and refer to (1) expenses of administration of any Association created by Declarant for purposes of administering and managing Common Area; (2) expenses for the upkeep, maintenance, repair, and replacement of all Common Area, together with all expenses associated with the performance of the responsibilities and duties of Declarant, or any the Association created by Declarant, with respect to any Common Area, including without limitation expenses for the improvement, maintenance, or repair of the improvements, inclusive of boat launching ramp, trailer and vehicle parking areas, located on the 3.3- acre Common Area, which Common Area is to be used by Lot Owners for purposes of accessing the river immediately adjacent thereto. Common Expenses also shall mean and include (1) all expenses incurred to procure liability, hazard and any other insurance for the Common Area provided for herein; (2) all sums lawfully assessed against Owners by the Declarant, or any Association created by the Declarant; and (3) all such other sums, costs, and expenses declared by this Declaration or by any Association created by Declarant to be Common Expenses.

Section 3. "Declarant" shall mean and refer to FFCIC/RM LLC, Inc., its successors and assigns if such successor or assign acquires the rights, title, and interests of FFCIC/RM LLC, as Declarant under this Declaration.

Section 4. "Lot" shall mean and refer to any plot or tract of land created by Declarant out of the Real Estate to be used for single family residential and recreational purposes.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple Title to any Lot created out of the Real Estate by Declarant, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Plat" shall mean and refer to any plat of the Real Estate that is proposed by Declarant and recorded in the office of the Recorder of Switzerland County, Indiana, as the same may be hereafter amended or supplemented.

Section 6. "Real Estate" shall mean and refer to that certain real estate legally described on Exhibit A attached hereto, and such additions thereto as may hereafter be added by Declarant.

ARTICLE III

LOTS

Section 1. Number of Lots: Declarant will create, develop, sell, and convey out of the Real Estate approximately fifteen (15) Lots (each a "Lot" and collectively the "Lots"), which Lots are preliminarily laid out on Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any provision to the contrary elsewhere contained, Declarant hereby stipulates and declares that the lay out of the Lots, as depicted on Exhibit B attached hereto, is preliminary and may be amended or modified by Declarant in its sole discretion in order to provide for the orderly development of this project. The legal description set forth in all Deeds, Easements, and other documents of record shall take precedence over any layout depicted on Exhibit B attached hereto.

Section 2. Land Use: All Lots shall be used exclusively for single family residential and recreational purposes as herein set forth. No Owner shall have the right to sub-divide, dedicate, or otherwise convey any portion of the Lot said Owner receives from Declarant to form a unit of less area. Each Lot shall be conveyed as a separately designated and legally developed fee estate subject to the covenants, conditions, and restrictions contained herein, and otherwise placed of record. Notwithstanding the foregoing and for purposes of avoidance of doubt, contiguous Lots may be combined to form a larger, single Lot, provided such can be done in conformance with all applicable Switzerland County, Indiana zoning and other land use laws, ordinances, rules, and regulations. For example, Lots 1 and 2, as shown on Exhibit B, may be combined to form a single Lot containing 9.9 acres, in which case any restrictions applicable to what were the Lot lines between said Lots 1 and 2 would not apply.

The 3.3- acre Common Area generally shown on Exhibit B is not a Lot, as defined in this Declaration, and thus is not subject to the single family residential or recreational purposes restriction set forth in the immediately preceding subparagraph. Said 3.3- acre Common Area is, instead, Common Area that is to be used as a boat launching ramp with trailer and vehicle parking areas that is available for use by Lot Owners for purposes of accessing the river immediately adjacent thereto.

In addition, Lot 9, as shown on Exhibit B, has one or more commercial buildings located on it. Said Lot 9 may be used for commercial purposes or for single family residential or recreational purposes. If said Lot 9 is used for commercial purposes, then said Lot 9, as generally shown on Exhibit B, is hereby excluded from the definition of a Lot and said Lot 9 is not subject to the single family residential or recreational use restriction contained in this Declaration.

ARTICLE IV

USE RESTRICTIONS

Section 1. Type and Nature of Improvements: All Lots are restricted and reserved for single-family residential and recreational use. No building or any part thereof erected on any Lot shall be used for commercial purposes, provided however, home-based business and agricultural uses that are allowed under Switzerland County Zoning are permitted. For purposes of avoidance of doubt, and as provided for in Article III, Section 2, the approximate 3.3- acre Common Area and the approximate 4.2 acre Lot 9 are not Lots within the meaning of this Declaration, and are thus exempt from the single-family residential and recreational use restriction.

Section 2. Building Lines. No building or parts thereof shall be erected or maintained between any building set back lines and/or in street right of way lines, as shown on Exhibit B attached hereto or any other plat, map, Supplemental Declaration, or other drawing placed of record by Declarant. In no event may any structure be nearer than twenty five (25) feet to the closest point of any Lot's property lines, and this restriction is intended to and does hereby create a twenty five (25) foot building set back line. No improvements may be erected within the twenty five (25) foot set back line referenced in the immediately preceding sentence or as otherwise shown on any map, plat, or other drawing depicting or describing the Patriot Lots that is at any time placed of record by Declarant. The foregoing set back restrictions do not apply to a fence and any fence constructed by an Owner is not considered an improvement or structure subject to said twenty five (25) foot setback restriction. For purposes of avoidance of doubt, in the event that any Owner buys two or more contiguous Lots, said contiguous Lots will be considered a single Lot for purposes of this Section 2, and the building, property, and set back lines will be measured only from the exterior boundary lines of the combined Lot. The above restrictions are minimum standards, and in any event each residence erected by an Owner must comply with all Switzerland County governmental codes and regulations regulating buildings and set back lines.

Section 3. Occupancy and Temporary Residence Restrictions: Intentionally deleted.

Section 4. Building Size Restrictions/Materials Used: Only single-family dwellings shall be constructed on any of the Lots which are to be created out of the above-described Real Estate, and no such single-family dwellings shall be permitted unless the enclosed area, exclusive of carport,

garage, or open porch, conforms to the Switzerland County, Indiana Building Codes

In addition, all single family dwellings or residences must meet the following additional requirements:

- (a) No earth-berm homes are permitted, provided this shall not be construed to prevent a basement, and basements that otherwise comply with the requirements of this Declaration are permitted.
- (b) All roof pitches must be a minimum of 7:12.
- (c) To the extent practical, all utilities shall be underground.
- (d) Tiny Houses, Barn Houses, and Barndominiums may be constructed, provided they meet all Switzerland County, Indiana building codes and otherwise comply with the requirements of this Declaration.

Section 5. Animals: Livestock are permitted on Lots that exceed five acres, but shall not exceed 1 Cow/Calf pair per 2 fenced acre, or one horse per 2 acre fenced area. With respect to all Lots, no more than three outside dogs, three cats, or three of any other household pets may be kept. No commercial confinement operations are allowed.

Section 6. Prohibited Activities: No noxious or offensive activities shall be carried out upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including barking dogs. No underbrush or other unsightly growths shall be permitted to grow or remain adjacent to or in the vicinity of any Owners' house or improvements. No unsightly refuse pile or other unsightly objects shall be placed or suffered to remain on any Owners' Lot. Each lot Owner shall regularly mow and maintain his/her Lot that is adjacent to the Owner's house or improvements in order to present an aesthetically pleasing appearance.

Section 7. Certain Vehicles and Personal Property Prohibited: Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot, unless stored inside and out of sight. Campers are permitted to be kept outside as long as they are operable.

Section 8. Construction and Sale: Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots, upon any portion of the Real Estate which Declarant owns, such structures and facilities as in the sole opinion of Declarant may be reasonably required, or be convenient or incidental to, the construction and sale of its Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices, and business offices.

Section 9. Additional Restrictions:

- A. Waste Disposal - No Lot shall be used or maintained as a junk yard or as a dumping ground for rubbish, trash, garbage, or other waste material, and such items shall only be kept in sanitary containers that are out of sight and under cover, except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition.
- B. No private or semi-public water, septic, or sanitary sewer disposal system may be located or constructed upon any Lot unless the same is in full compliance with all federal, state and local governmental codes, ordinances, and regulations, and the Lot Owner shall have first procured all permits and other governmental authorizations that are required. All septic tanks and/or absorption fields must be located, installed, and constructed in accordance with all rules, regulations, and codes adopted by the Indiana State Board of Health, the Switzerland County, Indiana Board of Health, and any other state, local, or federal governmental agency or organization having jurisdiction or authority over the same. Owner must obtain all necessary permits and authorizations prior to commencing such construction.
- C. Each Owner covenants to preserve and maintain the exterior of all improvements to or on their Lot, together with lawn and shrubbery, in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly.
- D. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, inconvenience or cause damage to other Owners of Lots and/or occupants of Dwelling Units on Lots, including without limiting the generality of the foregoing, unreasonable noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or loud persons. Any structure or building permitted to be constructed on any Lot, which may be all or in part destroyed by fire, wind, storm, or any other cause, shall be removed or rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be promptly removed within a reasonable time after any such occurrence. It shall be the responsibility of each Owner to prevent the development or occurrence of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. Nothing which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of any Lots or which would be in violation of any law or governmental code or regulation shall be permitted on any Lot.

ARTICLE V

SPECIFIC EASEMENT GRANTS AND DECLARATIONS

1. Grant and Declaration of Fifty Foot Access Easement Over Lots 8 and 9; over Lots 10 and 11; over Lots 10 and 12; over Lots 10 and 13; over Lots 12 and 11; and over Lots 14 and 15 for the exclusive Use and Benefit of Lots 8, 9, 10, 11, 12, 13, 14, and 15.

Declarant hereby grants, declares, and establishes for the exclusive benefit of the Real Estate known as Lots 8, 9, 10, 11, 12, 13, 14, and 15, as generally shown and depicted on Exhibit B attached hereto and incorporated herein by reference, which said Lots 8, 9, 10, 11, 12, 13, 14, and 15, as generally shown and depicted on Exhibit B attached hereto and incorporated herein by reference, are hereinafter referred to as the "Benefitted Real Estate", a perpetual, non-exclusive access easement for purposes of pedestrian and vehicular ingress and egress and access by and between the Benefitted Real Estate and State Road 156. Said perpetual, non-exclusive access easement for purposes of pedestrian and vehicular ingress and egress and access by and between the Benefitted Real Estate and State Road 156 shall be over, through, and across a fifty foot wide strip of real estate running along (i) the common boundaries between Lots 8 and 9; (ii) the common boundaries between Lots 10 and 11; (iii) the common boundaries between Lots 10 and 12; (iv) the common boundaries between Lots 10 and 13; (v) the common boundaries between Lots 12 and 11; and (v) the common boundaries between Lots 14 and 15, as generally shown and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Fifty Foot Access Easement Tract"), all for the purpose of providing exclusively for the benefit of the Benefitted Real Estate pedestrian and vehicular access, ingress, and egress to and from State Road 156, and specifically including but not limited to the right of Declarant or any Owner of the Benefitted Real Estate to at any time construct, install, use, maintain, repair, service, and replace curb cuts, culverts, driveways, roads, or roadways on and over said Fifty Foot Access Easement Tract. The foregoing Fifty Foot Access Easement shall only be available to Declarant and to any owner of the Benefitted Real Estate, and their heirs, successor, assigns, invitees, guests, and other persons on the Benefitted Real Estate with the permission of the Owners of Benefitted Real Estate, for the aforementioned purposes and may not be used for purposes of access, ingress, or egress by any other Lots or other owners of the Real Estate. The easement rights hereby granted shall specifically include the right to construct, install, operate, repair, service, and maintain any driveway, road, roadway, curb cut, culvert, or similar surface or structure on the Fifty Foot Easement Tract for purposes of providing access, ingress, and egress as the Declarant or any Owner of Lots constituting the Benefitted Real Estate shall determine. This non-exclusive grant, declaration, and establishment of the foregoing Fifty Foot Access Easement in and to the Fifty Foot Access Easement Tract shall also be subject to the following terms and conditions:

- a. The Declarant, if Declarant constructs any such road, or the Owner of any of the Benefitted Real Estate, if such Lot Owner determines to construct any such road, shall bear all costs associated or related to the installation, maintenance, repair, construction, or use of any driveways, roads, roadways, curb cuts, culverts, or similar surfaces or structures located in the Fifty Foot Access Easement Tract that Declarant

or any such Lot Owner determines to construct.

- b. No owner of any Lot upon which the Fifty Foot Easement Tract is located shall cause or permit any barrier or obstruction to be maintained or installed on the Fifty Foot Access Easement Tract that would interfere with the free flow of pedestrian or vehicular traffic by the Owners of the Lots that constitute the Benefitted Real Estate.
- c. The Owners of the Benefitted Real Estate shall cause the driveways, roads, roadways, curb cuts, culverts, or similar surfaces or structures that are constructed on the Fifty Foot Access Easement Tract to be maintained in good condition and repair, and shall indemnify and hold harmless the Owners of the Fifty Foot Access Easement Tracts against any loss or damage arising from the use of the Fifty Foot Access Easement Tract. For purposes of implementing said covenant to cause the driveways, roads, roadways, curb cuts, culverts, or similar surfaces or structures that are constructed on the Fifty Foot Access Easement Tract to be maintained in good condition and repair, this Declaration declares and determines that there are intended to be eight Lots that will be entitled to use the Fifty Foot Access Easement Tract, all as generally shown on Exhibit B, and that accordingly each of Lots 8 through 15 will be responsible for 1/8th or 12.5%, of the costs of causing the driveways, roads, roadways, curb cuts, culverts, or similar surfaces or structures that are constructed on the Fifty Foot Access Easement Tract to be maintained in good condition and repair. If at some point it is determined that there are not 8 Lots using the Fifty Foot Access Easement Tract, then the responsibility for such maintenance will be the quotient obtained by dividing one Lot by the number of Lots that use said Fifty Foot Access Easement Tract.
- d. The location of the Fifty Foot Easement Tract is generally shown in the solid yellow lines on Exhibit B attached hereto. Declarant reserves the right to more specifically designate and/or to relocate the Fifty Foot Easement Tract as Declarant in its sole discretion shall determine to be appropriate for selecting the terrain best suited for the construction of the driveways, roads, roadways, curb cuts, culverts, or similar surfaces or structures.

2. Grant and Declaration of Fifty Foot Utility Easement.

Declarant hereby grants, declares, and establishes for the benefit of the Real Estate, inclusive of all Lots that comprise the Real Estate, a perpetual, non-exclusive easement (i) under, through, and across a fifty foot strip located on the south side of State Road 156 from the east boundary of Lot 1 to the west boundary of Lot 9; (ii) under, through, and across a fifty foot strip that runs along the common boundaries between Lots 8 and 9; (iii) under, through, and across a fifty foot strip that runs along the common boundaries between Lots 10 and 11; under, through, and across a fifty foot strip that runs along the common boundaries between Lots 10 and 12; (iii) under, through, and across a fifty foot strip that runs along the common boundaries between Lots 10 and 13; (iv) under, through, and across a fifty foot strip that runs along the common boundaries between Lots 12 and 11; (v)

under, through, and across a fifty foot strip that runs along the common boundaries between Lots 14 and 15 (collectively the “Fifty Foot Utility Easement Tract”). Said Fifty Foot Easement Tract may be used by the owners of all Lots that comprise the Real Estate and any public utility companies that will provide utility service to the Benefitted Real Estate, for the construction, installation, operation, flow, passage, use, maintenance, connection, repair, servicing, removal and replacement of utilities, and including but not limited to sewer lines, water lines, electric lines, internet and fiber lines, gas lines, and all other utility lines and structures (collectively the “Utility Lines”). This Fifty Foot Utility Easement shall be available to any owners of Lots that comprise the Real Estate for the aforementioned purposes and also available to any utility company or other person who utilizes the Fifty Foot Utility Easement Tract for purposes of installing Utility Lines for the benefit of any Lots that comprise the Real Estate. The easement rights hereby granted shall specifically include the right to construct, install, operate, repair, service, and maintain any underground utility facilities and appurtenances upon and across the Fifty Foot Utility Easement Tract, together with the non-exclusive right and easement to tap into and connect to existing Utility Lines for the benefit of a Lot, provided that any such rights can be exercised without adverse effect on any other Lot that was theretofore using any Utility Line in the Fifty Foot Utility Easement Tract. This non-exclusive grant, declaration, and establishment of the foregoing Fifty Foot Utility Easement in and to the Fifty foot Utility Easement Tract shall be subject to the following terms and conditions:

- a. At least twenty days prior to any Owner of a Lot commencing any installation, maintenance, repair, construction, or connection to a Utility Line, said Owner shall provide the fee simple owner of any Lot encumbered by the Fifty Foot Utility Easement and upon whose Lot the fifty foot Utility Easement Tract is located with a written notice stating and describing the need for the work in the Fifty Foot Utility Easement Tract, the nature of the work, the anticipated commencement and completion dates for the work, and a certificate of insurance for the contractor meeting commercially reasonable standards.
- b. All Utility Lines shall be constructed or otherwise placed on either side of the gravel or other driveways and roadways, and no Utility Lines will be constructed or otherwise placed on the actual gravel or other driveways and roadways. In addition, the installation, operation, maintenance, repair, construction, or connection to a Utility Line shall not unreasonably interfere with any Lot Owners’ existing use of the Fifty Foot Easement Tract or any existing use of a Utility Line located therein. The Owner of any Lot intending to access the Fifty Foot Easement Tract or any existing Utility Line located therein shall bear all costs associated or related to the installation, maintenance, repair, construction, or connection to any Utility Lines in the Fifty Foot Easement Tract and shall repair to the original specifications any damage to the Fifty Foot Easement Tract.
- c. Notwithstanding the foregoing grant of easement, any connections to a Utility Line may only be made by the Owner of a Lot comprising the Real Estate if said Owner does the following:
 - i. makes at the Owner’s sole expense any and all improvements to the Utility Line as are necessary or required to increase the capacity of the Utility Line in question so that it will continue to adequately serve or service all other

- ii. Lots that are currently using said Utility Line; and
procures all permits, licenses, and approvals and pays any and all tap or similar fees that are required to make any such improvements and to utilize the Utility Line.

The Declarant and the Owner(s) of the Lots comprising the Benefitted Real Estate shall have the right to access, utilize, clear, remove trees and vegetation from, and otherwise use the Fifty Foot Easement Tract as the Declarant and/or the Owner(s) of the Benefitted Real Estate shall determine to be appropriate for the purposes of utilizing the Fifty Foot Easement Tract for the permitted uses and purposes herein provided for.

ARTICLE VI

EASEMENTS

Section 1. Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements. The following rights and easements reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to any Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to enjoy, declare, or further alter or grant easements shall automatically terminate and pass to any successor of Declarant ("Successor") one (1) year after Declarant shall have conveyed the last Lot within the Real Estate, unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, the right to grant easements for access, utility, drainage, sanitary sewer, and storm sewer purposes (the "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements") in, on, and over all of the Real Estate, and inclusive of all Lots, so as to permit Declarant, any Owner of any Lot(s), any third party private or public utility company, or third party contractor engaged by Declarant, any Owner of any Lot(s), or any third party private or public utility company to install and allow to be installed, constructed, and maintained all electrical, telephone, water, gas, utility, drainage, sanitary sewer, and storm sewer facilities and structures for purposes of serving any Dwelling Unit constructed on the Real Estate, inclusive of all Lots. The foregoing Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements may include all areas of the Real Estate outside of any Dwelling Units located on Lots, with the exception of any areas covered by chimneys or patios. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, sanitary sewer, storm sewer, utility, cable, landscape, sign,

transmission, flowage, or other similar type of easement. Pursuant hereto, Declarant shall have, retain, and reserve the right to execute and record Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of granting, creating, establishing, and declaring such Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements upon the Real Estate, and inclusive of any Lots.

(b) Declarant reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, an undefined sign and facilities easement ("Sign and Facilities Easement") granting to Declarant the right to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Real Estate or the Lots therein, lighting, walkways, pathways, fences, walls, and any other landscaping, architectural, and/or recreational features or facilities considered necessary, appropriate, useful or convenient, upon the Real Estate. Any such signs shall comply with any applicable zoning requirements. Pursuant hereto, Declarant shall have, reserve, and retain the right to execute Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of granting, creating, establishing, and declaring such Sign and Facilities Easements upon the Real Estate, and inclusive of any Lots.

(c) Declarant retains and reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Sign and Facilities Easements, any Access Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant, declare, or create such further easements, licenses, and access and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for access, ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Real Estate, for the benefit of the Real Estate or any portion thereof. Pursuant hereto, Declarant shall have the right to execute Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of granting, creating, establishing, and declaring such access, ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Real Estate, for the benefit of the Real Estate or any portion thereof; and

(iii) Describe more specifically or change the description of any Access, Ingress, Right of Way, Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easement, or any other easement, license, or right-of-way now or hereafter existing on the Real Estate, by written instrument, Supplemental Declaration, amended Plat, or amendment to the Plat recorded in the Office of the Recorder of the County in which the Real

Estate is located.

(d) During the period of time Declarant owns any of the Real Estate, Declarant shall have an easement for access to, over, on, or through the Real Estate, including any Lot and any Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in Declarant's sole discretion, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to any Common Areas and improvement thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners of Lots.

(e) The title of any Owner of any Lot shall be subject to the rights and easements reserved herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Right of Enforcement: In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots, and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment: Declarant may make reasonable amendments to this Declaration if required in order to provide for the orderly development of the Real Estate, the laying of utilities and infrastructure, and the sale of Lots comprising the Patriot Lots during such period of time as Declarant shall have an ownership interest in the Real Estate, which Amendment shall be accomplished by an instrument executed by Declarant filed in the office of the Switzerland County, Indiana Recorder, provided however no such Amendment shall be permitted which shall materially diminish the value of any mortgagees' interest in any Lots, the security of any mortgage granted by an Owner, or materially and unreasonably interfere with any Lot Owner's use and enjoyment of his or her lot.

This Declaration may also be amended or changed following the date of recordation by an instrument recorded in the office of the Recorder of Switzerland County, Indiana, signed or approved by at least seventy (70) percent of the then Owners of Lots; provided, that Declarant shall no longer hold title to any portion of the Real Estate.

Section 3. Declarations Run with Land: This Declaration shall run with the land and shall be binding upon all parties claiming under it. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

ARTICLE VIII

COMMON AREA

Section 1. Designation of 3.3- acre Common Area: Declarant hereby declares the 3.3-acre parcel denominated as Common Area to be Common Area that is available to Declarant and Lot Owners to use for purposes of launching boats from any boat ramp to be constructed thereon and to also utilize any parking areas located thereon as reasonably necessary for Declarant or any Lot Owner to launch a boat from the boat ramp on said Common Area and then temporarily park a vehicle while utilizing the boat launched from said Common Area. Declarant's foregoing rights in and to the 3.3-acre parcel denominated as Common Area shall exist in perpetuity.

Section 2. Lot Owners' Easements of Enjoyment of Common Area: Every Owner Lot shall have a nonexclusive right and easement of enjoyment, as may be limited or restricted by or in any applicable Declaration filed of record, in common with all Owners, in and to any Common Area, which nonexclusive right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

(a) The right of the Declarant, or in the event Declarant determines not to be responsible for the Common Area and sets up an Association (the "Association") for purposes thereof, then the right of any such Association to (i) charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area, (ii) to fine any Owner or make any Special Assessment against any Owner in the event any Owner or any person whose permitted right to use Common Areas derives from such Owner violates any rules or regulations of this Declaration or promulgated by any Association in the event Declarant determines not to be responsible for the Common Area and sets up an Association for purposes thereof;

(b) The right of the Declarant or any Association to suspend the voting

rights and/or rights to the use of any recreational facilities, if any, by any Owner (i) for any period during which any Assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Declarant or any Association to promulgate reasonable rules and regulations governing the use and/or enjoyment of the Common Area, and including, without limitation, governing the use and/or enjoyment of any boat launch ramp or parking areas located on Common Area (including the denial thereof of any such rights);

(d) The rights of Declarant as provided for in this Declaration, as the same may be amended from time to time;

(e) The easements reserved elsewhere in this Declaration and the right of the Declarant or the Association to grant further reasonable easements across and through the Common Area for the benefit of its members;

(f) The right of the Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by Declarant or any Association or any applicable Declaration of record, as may be amended;

(g) The right of the Declarant to erect any signs (i) advertising the sale of the Real Estate or any Lot and/or (ii) identifying this Subdivision;

(h) The right of the Declarant or any Association to grant, with or without payment, licenses, rights-of-way, and easements under, across, through or over any portion of the Common Area ; and

(i) All other rights, obligations and duties as set forth in this Declaration, or any other Declaration of record pertaining to any Common Area, as the same may be from time to time be amended or supplemented.

Section 3. Delegation of Use: In accordance with any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Declarant or by any Association, and subject to the rights of others as set forth in this Declaration or any other Declaration of record pertaining to any Common Area, any Owner may assign his or her right of enjoyment of the Common Area to family members, guests, tenants or contract purchasers who reside on the Lot. For purposes of avoidance of doubt, any trash, refuse, or debris created by any Owner or by any family members, guests, tenants or contract purchasers of any Owner are to be promptly cleaned up by the user on the same day as such trash, refuse, or debris is left.

Section 4. Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Declarant, or any

Association put in place by Declarant, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the benefit of the Owners as provided for herein, of the Common Area and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Declarant and any Association responsible for the Common Area, shall have and is hereby granted a general right of access and easement to all of the Common Area and across the Lots, at reasonable times and at any time in case of emergency as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration.

Section 5. Delegation by Declarant to Association and Provisions Pertaining to any Association: Initially, the Declarant shall be responsible for the Common Area. Declarant may at any time set up and provide for an Association to be responsible for the Common Area. Every Owner of a Lot which is subject to assessment shall then be and become a member of the Association, and shall remain as a member of the Association for so long as the Owner owns the Lot. A membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 6. Board of Directors: In the event and at such time as the Declarant determines to turn over responsibility for the Common Area to an Association formed by the Declarant for that purpose, Declarant shall elect a Board of Directors for the Association, as may be prescribed by the Association's Articles and By-Laws. Sixty days after the organization by Declarant of any such Association, then the Owners of Lots, as the Members of the Association, shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 7. Suspension of Voting Rights: In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of any Association created by Declarant to manage the Common Area shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 8. Responsibilities of the Declarant and any Association for the Common Area: The responsibilities of the Declarant, and any subsequent Association created by Declarant to manage the Common Area, shall include, but shall not be limited to:

(a) Maintenance, repair, and replacement of the Common Area, including any and all improvements thereon, as the Declarant or the Association, as applicable, deems necessary or appropriate.

(b) Installation and replacement of any and all improvements, signs, lawn, foliage, and landscaping in and upon the Common Area as the as the Declarant or the Association, as applicable, deems necessary or appropriate.

(c) Maintenance, repair, and replacement of any entrance streetlights and any street signs located on the Common Area.

(d) Procuring and maintaining for the benefit of the Declarant or the Association, as applicable, the insurance coverages required under this Declaration.

(e) Assessment and collection from the Owners of all Assessments and payment of all Common Expenses.

(f) Performing or contracting for Common Area management, snow removal, Common Area maintenance, trash removal, or other services as the as the Declarant or the Association, as applicable, deems necessary or advisable.

(g) Enforcement of the rules and regulations applicable to the Common Area and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Declarant or the Association, as applicable, deems necessary or advisable.

Section 9. Powers of the Declarant and any Association with Respect to the Common Area:

The Declarant and Association that succeeds to the Declarant, may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Area and the management and administration of the Association, in each case as the Declarant or the Association, as applicable deems necessary or advisable. The rules and regulations promulgated by the Declarant or the Association, as applicable, may provide for reasonable interest and late charges on past due installments of any Assessments or other charges or fines against any Owner or Lot. The Declarant or the Association, as applicable, shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

Section 10. Non-Liability of Directors and Officers: The Declarant, and the directors and officers of any Association, shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities with respect to the Common Areas, except for their own individual willful misconduct or gross negligence. It is intended that the Declarant and the directors and officers of any Association shall have no personal liability with respect to claims arising out of the Common Area.

Section 11. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot by acceptance of a deed therefore (except Declarant), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant, or any Association in the

event Declarant turns over responsibility to the Common Area to any Association:

(a) Annual Assessments, payable quarterly, for all maintenance, repairs, or replacements made or undertaken by the Declarant or any Association pertaining to the Common Area; all expenses pertaining to the Common Area incurred for any purposes that are provided for in this Declaration; all Common Expenses; and such other charges and expenses as the Declarant or any Association is entitled to include in Annual Assessments as provided for in this Declaration; and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance, repairs, or replacements for Common Area, as provided for in this Declaration.

(c) Such Assessments shall be established, shall commence upon such dates, and shall be collected as herein provided for. All such Assessments, together with late fees, costs, and reasonable attorneys' fees, shall be a charge on each Owner's Lot and there shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such Assessments shall have been recorded in the office of the Recorder of Switzerland County, Indiana.

Section 12. Purpose of Annual Assessments: The Annual Assessment determined and levied by the Declarant or by any subsequent Association created by Declarant to manage the Common Area shall be used to fulfill the duties and obligations of the Declarant or any subsequent Association specified in or reasonably inferred by this Declaration, including, without limitation, for purposes of paying for the costs of maintaining, repairing, and replacing Common Area and other capital improvements; for all Common Expenses; for the costs of insurance; for the costs incurred in property management; for the costs incurred for the establishment of recreational activities and facilities for the enjoyment of Owners; for the costs incurred for the promotion of the health, safety and welfare of the Owners; for the costs incurred for such other purposes as are specifically provided for in this Declaration; and for such other costs and expenses as are approved by the Declarant or any Association created by Declarant to manage the Common Area. A portion of the Annual Assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing for maintenance, repair, and replacement of the Common Area and other capital improvements which the Declarant or any Association is required to maintain.

Section 13. Annual Assessment Provisions:

(a) Amount. The Declarant or the Board of Directors of any Association created by Declarant to manage the Common Area shall fix the amount of the Annual Assessments and shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The Annual

Assessments shall be payable quarterly in advance. Said Annual Assessments shall be calculated and determined based on a calendar year. Said Annual Assessments shall commence to become due and payable for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant, and if said closing does not occur on the first day of a month, then the monthly amount due for the month of closing shall be prorated. For each calendar year, the first quarterly payment of the Annual Assessment will be due on January 1st of said calendar year, and then shall be due and payable on the 1st day of each succeeding quarter. Each such assessment shall be subject to collection and late charges beginning on the 10th day of the month for the payment due on the 1st day of that quarter.

(b) Method of Adoption of the Annual Assessment. The Declarant, and any subsequent Association created by Declarant to manage the Common Area, shall have the right, power, and authority to fix the amount of the Annual Assessment, in such amount as shall be necessary to pay all Common Expenses and all other amounts provided for in this Declaration.

(c) Date of Commencement of Annual Assessments: Due Dates. The obligation of all Owners to timely pay the Annual Assessments provided for herein shall commence as to each Lot on the date of the Closing of the conveyance of such Lot by the Declarant to an Owner. If the Closing does not occur on the 1st day of a month, then the amount payable will be prorated as of the date of Closing. The Annual Assessment shall be payable quarterly in advance for each quarter of the calendar year.

(d) Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Annual Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Annual Assessments and all other charges that become due and payable to the Declarant, or any Association created by Declarant to manage the Common Area, as provided for in this Declaration. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse, or neglect to make any payment of any Annual Assessment when due, then a lien for such Assessment shall ipso facto be granted by said Owner to the Declarant or any Association created by Declarant to manage the Common Area, on the Owner's Lot, and said lien may then be foreclosed by the Declarant or by the Board of Directors and/or the Association as provided by law. Upon the failure of an Owner to make payments of any Annual Assessments within ten (10) days after such are due, the Declarant or the Board of Directors and/or the Association, as applicable, in its discretion, may in addition to any other remedy herein provided for or otherwise available in law and/or equity impose a uniform monthly late charge, which will be considered an addition to the Annual Assessment

IN WITNESS WHEREOF, FFCIC/RM LLC, has executed this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 14797 NORTH STATE ROAD 156, PATRIOT, INDIANA LOTS AND GRANTING AND DECLARING UTILITY AND ACCESS EASEMENTS this 27th day of February, 2025.

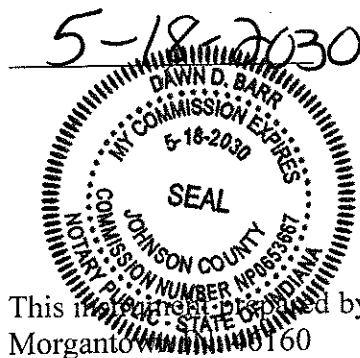
Declarant
FFCIC/RM LLC

By: Roger S. Curry
Roger S. Curry, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 27th day of February, 2025, at which time Roger S. Curry, Vice President of FFCIC/RM LLC, personally appeared and acknowledged the execution of the above and foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 14797 NORTH STATE ROAD 156, PATRIOT, INDIANA LOTS AND GRANTING AND DECLARING UTILITY AND ACCESS EASEMENTS to be his voluntary act and deed.

My Commission Expires: Dawn D. Barr
Notary Public



Dawn D. Barr
Name Printed
Johnson
County of Residence

This instrument was prepared by: Roger S. Curry Vice President, 1950 South Morgantown Road Morgantown, Indiana 46160

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Roger S. Curry
Roger S. Curry

EXHIBIT A

The Real Estate consists of the following legally described real estate located in Switzerland County, Indiana, to wit:

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 78-02-25-200-010.000-006

A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3, RANGE 1 WEST BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION ON THE OHIO RIVER; THENCE DOWN SAID RIVER AT THE EAST COURSE WITH THE MEANDERS THEREOF 75 PERCH TO A STAKE ON THE BANK OF THE OHIO RIVER; THENCE SOUTH 165 PERCH TO A STAKE WITNESSES BY A BUCKEYE, ONE PERCH NORTHEAST AND AN IRONWOOD 1 PERCH SOUTHEAST; THENCE WEST 75 PERCH TO A STAKE IN THE WEST LINE OF SAID SECTION; THENCE NORTH 160 PERCH TO THE PLACE OF BEGINNING CONTAINING 75 ACRES, MORE OR LESS.

ALSO, A PART OF FRACTIONAL SECTION 25, TOWNSHIP 3, RANGE 1 WEST AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE OR STAKE AT THE EDGE OF THE OHIO RIVER 75 POLES EAST OR DOWN SAID RIVER FROM THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 1.60 POLES MORE OR LESS TO A STAKE OR STONE; THENCE EAST 61 POLES MORE OR LESS TO A STAKE OR STONE IN THE EAST SIDE OF A CREEK OR RUN; THENCE NORTHWARDLY DOWN SAID RUN 47.37 CHAINS TO THE OHIO RIVER; THENCE UP SAID RIVER WITH THE MEANDERINGS THEREOF 93.16 POLES TO THE PLACE OF BEGINNING, CONTAINING 70.04 ACRES, MORE OR LESS.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST SECTION LINE OF SAID SECTION 25 AT A POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER AND BEING 205 FEET NORTH OF THE CENTERLINE OF STATE HIGHWAY #156; THENCE RUNNING SOUTH 380 FEET; THENCE EAST 125 FEET; THENCE NORTH 380 FEET TO THE RIVER; THENCE UP THE RIVER WEST 125 FEET TO THE PLACE OF BEGINNING, CONTAINING ONE AND NINE HUNDREDTHS (1.09) ACRES, MORE OR LESS.

NOW BEING DESCRIBED AS FOLLOWS:

SITUATED IN FRACTIONAL SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, POSEY TOWNSHIP, SWITZERLAND COUNTY, INDIANA, AND BEING PART OF THE LANDS CONVEYED TO RODERICK E. & MYRA S. DICKERSON (INST #2021512842) BEING THAT 144.287 AC. TRACT OF LAND SHOWN ON THE PLAT OF AN ORIGINAL SURVEY OF SAID TRACT CERTIFIED BY ERIC M. LANG, P.S. #21000192 LAST REVISED ON AUGUST 5, 2024, MCALLISTER LAND CONSULTING, LLC PROJECT 24 – SWITZCO.DICKERSON (ALL REFERENCES TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY) DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description

BEGINNING AT AN IRON PIN FOUND MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION; THENCE WITH THE WEST LINE OF SAID FRACTIONAL SECTION NORTH 00 DEGREES 20'32" EAST FOR A DISTANCE OF 1383.42 FEET TO THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT, WITNESSED A IRON PIN FOUND 9.31 FEET EAST OF LINE; THENCE CONTINUING WITH SAID WEST LINE NORTH 00 DEGREES 20'32" EAST FOR A DISTANCE OF 2354.35 FEET TO A PIN SET; THENCE WITH SOUTH AND EAST LINE OF THE LANDS CONVEYED TO ALLEN RIDER ENTERPRISES, LLC (INST #2023001237) FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1) SOUTH 89 DEGREES 51'08" EAST FOR A DISTANCE OF 125.00 FEET TO A PIN SET;

2) NORTH 00 DEGREES 20'38" EAST FOR A DISTANCE OF 405.20 FEET TO A POINT ON THE OHIO RIVER; THENCE ALONG SAID RIVER SOUTH 86 DEGREES 20'30" EAST FOR A DISTANCE OF 2652.41 FEET TO A POINT; THENCE WITH THE WEST LINE OF THE LANDS CONVEYED TO JON E. & TONYA M. BAKER (D.R. 141, PG. 134) SOUTH 41 DEGREES 24'01" WEST FOR A DISTANCE OF 305.07 FEET TO A POINT; THENCE WITH THE WEST LINE OF THE LANDS CONVEYED TO THE STATE INDIANA (RIGHT-OF-WAY) FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 04 DEGREES 01'40" EAST FOR A DISTANCE OF 102.16 FEET TO A POINT;

2) SOUTH 35 DEGREES 17'36" EAST FOR A DISTANCE OF 34.10 FEET TO A MAG NAIL FOUND ON THE APPROXIMATE CENTERLINE OF STATE ROAD 158; THENCE ALONG SAID ROAD NORTH 85 DEGREES 30'14" WEST FOR A DISTANCE OF 70.19 FEET TO A MAG NAIL FOUND; THENCE ALONG THE APPROXIMATE CENTERLINE OF TURNER'S BRANCH FOR THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1) SOUTH 19 DEGREES 07'08" WEST FOR A DISTANCE OF 84.92 FEET TO A POINT;

2) SOUTH 49 DEGREES 40'39" WEST FOR A DISTANCE OF 93.23 FEET TO A POINT;

3) SOUTH 11 DEGREES 13'32" WEST FOR A DISTANCE OF 162.29 FEET TO A POINT;

4) SOUTH 35 DEGREES 33'23" WEST FOR A DISTANCE OF 149.23 FEET TO A POINT;

5) SOUTH 74 DEGREES 50'18" WEST FOR A DISTANCE OF 56.80 FEET TO A POINT;

6) SOUTH 39 DEGREES 09'01" WEST FOR A DISTANCE OF 113.09 FEET TO A POINT;

7) SOUTH 17 DEGREES 21'22" WEST FOR A DISTANCE OF 236.82 FEET TO A POINT;

EXHIBIT "A"
Legal Description

- 8) SOUTH 26 DEGREES 50'47" WEST FOR A DISTANCE OF 96.61 FEET TO A POINT;
- 9) SOUTH 26 DEGREES 33'18" EAST FOR A DISTANCE OF 182.47 FEET TO A POINT;
- 10) SOUTH 22 DEGREES 24'00" EAST FOR A DISTANCE OF 188.83 FEET TO A POINT;
- 11) SOUTH 36 DEGREES 30'52" EAST FOR A DISTANCE OF 70.57 FEET TO A POINT;
- 12) SOUTH 03 DEGREES 00'68" WEST FOR A DISTANCE OF 214.24 FEET TO A POINT;
- 13) SOUTH 33 DEGREES 16'44" EAST FOR A DISTANCE OF 271.33 FEET TO A POINT;
- 14) SOUTH 18 DEGREES 36'24" WEST FOR A DISTANCE OF 100.39 FEET TO A POINT;
- 15) SOUTH 08 DEGREES 23'24" EAST FOR A DISTANCE OF 130.97 FEET TO A POINT;
- 16) SOUTH 16 DEGREES 24'35" WEST FOR A DISTANCE OF 243.96 FEET TO A POINT;

SOUTH 36 DEGREES 51'07" FOR A DISTANCE OF 165.77 FEET TO A PIN SET; THENCE WITH THE NORTH LINE OF MICHAEL W. & SHERYL L. OATMAN'S LAND (D.R. 111, PAGE 201) NORTH 89 DEGREES 18'14" WEST FOR A DISTANCE OF 2235.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

GENERAL DEPICTION AND LAY OUT 14797 NORTH STATE ROAD LOTS



Exhibit B

Contact

Kevin L. Presnell
(317) 752-6880

Email Us

lto:kpresnell@farmflexcapital.c

Visit Our Website

/kpresnell@farmflexcapital.con (<https://www.map>)



38.8949, -84.8217

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(<https://id.land>)