Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Trademark Title, Inc.
Issuing Office: 287 N. Duesenberg Drive
Auburn, IN 46706
Issuing Office's ALTA® Registry ID: 1065433
Loan ID Number:
Commitment Number: AUB-173027
Issuing Office File Number: AUB-173027
Property Address: 1521 Hammel Drive, Angola, IN 46703
Revision Number:

SCHEDULE A

1. Commitment Date: October 2, 2026 at 8:00 AM

2. Policy to be issued:

(a) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **$[redacted]**
The estate or interest to be insured: **fee simple**

(b) 2021 ALTA Owner's Policy
Proposed Insured: **T B. D**
Proposed Amount of Insurance: **$[redacted]**
The estate or interest to be insured: **fee simple**

3. The estate or interest in the Land at the Commitment Date is:
fee simple

4. The Title is, at the Commitment Date, vested in**:**
The Estate of Marjorie J. Patterson

5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

TRADEMARK TITLE, INC.
287 N. Duesenberg Drive, Auburn, IN 46706
Telephone: (260) 333-3440

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029

Countersigned by:

Steven D. Garver, License #421158
Trademark Title, Inc., License #564111

By:_____
Frederick H. Eppinger, President and CEO

By:_____
David Hisey, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   The search did not disclose any open mortgages of record, therefore Trademark Title, Inc. reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

   We require a copy of the Death Certificate for William E. Patterson, Jr.. Date of death November 27, 2023.

   We require a copy of the Death Certificate for Marjorie J. Patterson. Date of death September 16, 2026.

   We must be furnished with Estate Papers and Will (if applicable) for Marjorie J. Patterson filed as Cause Number 76C01-2609-EU-000078 naming William Michael Patterson as Personal Representative of the Estate.

   Personal Representatives Deed and Vendors (Sellers) Affidavit from William Michael Patterson, Personal Representative of The Estate of Marjorie J. Patterson to T B. D pursuant to the authority conferred by the Last Will and Testament of the decedent (if any)/or probate of an estate under unsupervised administration.

   - NOTE: The above deed must contain a recital that William E. Patterson, Jr. who held title to the insured real estate with Marjorie J. Patterson as husband and wife, is deceased.

   Mortgage and Mortgagor's Affidavit, executed by T B. D and given to {lender_name} in the amount of $[redacted], securing the loan to be insured.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Easements, or claims of easements, not shown by the Public Records.

4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

6. Easements, restrictions and possible assessment for maintenance and rights of others entitled to the continued uninterrupted flow of water through Legal Drain in accordance with Indiana Drainage Code IC (1981) 36-9-27-33 et seq.

7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.

8. Rights of the public, the municipality and the state in and to that part of the land taken and used for roads and highways, if any.

9. Easements and Building Setback Lines as shown on the recorded Subdivision Plat.

10. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in the Plat of Herrington Heights Phase II as recorded in Instrument Number 03080907 & 03080908. Together with all subsequent amendments to the restrictions.

11. Note: A judgment search was done and none were found unless noted on Schedule B-I.

12. Tax Parcel ID: 76-06-24-220-428.000-012
    Address: 1521 Hammel Drive, Angola, IN 46703

    Assessed Value Land: $24,400

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Assessed Value Improvements $212,000
Total Assessed Value $236,400
Homestead Exp: $48,000
Additional Exp: $0
1st installment 25/26 taxes: $885.68 - PAID
2nd installment 25/26 taxes: $885.68 - PAID

2026 Drain Tax: $7.50 - PAID

- Taxes are due 5/10 and 11/10 and are payable to: Steuben County Treasurer

13. Taxes for the year 2026 are a lien, due in 2027, but are not yet due and payable.

    Added improvements in place as of January 1, 2026 are subject to assessment which could increase the tax amounts due in 2027, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

14. Note: Alta 8.1 and Alta 9 endorsements will be included on the final loan policy.

15. The Insured Lender will have Gap coverage if the closing is handled by the agent from effective date of the commitment to and through the recordation of their mortgage.

16. Rights or interests of the adjoining owners in and relating to a party wall located along or adjacent to the westerly line of the Land.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Steuben, State of Indiana and is described as follows:

The land referred to is situated in the State of Indiana, County of Steuben, and is described as follows:

The East Part of Lot Numbered 28, Herrington Heights Phase II, an Addition to the City of Angola, Indiana, described as follows:

Commencing at the Northwest Corner of said Lot 28; Thence South 89 degrees 32 minutes 51 seconds East, 55.04 Feet (Plat=South 89 degrees 41 minutes 12 seconds East) along the North Line of said Lot 28 to a 5/8" rebar set at the Point of Beginning of this Description; Thence continuing South 89 degrees 32 minutes 51 seconds East along said North Line a Distance of 55.04 Feet to a 5/8" rebar found at the Northeast Corner of said Lot 28; Thence South 00 degrees 28 minutes 51 seconds West 124.05 Feet (Plat=South 00 degrees 18 minutes 48 seconds West 124.00 Feet) along the East Line of said Lot 28 to a 5/8" rebar found at the Southeast Corner of said Lot; Thence North 89 degrees 33 minutes 30 seconds West 55.00 Feet (Plat=North 89 degrees 41 minutes 12 seconds West) along the South Line of said Lot to a 5/8" rebar set; thence North 00 degrees 27 minutes 56 seconds East 124.06 Feet back to the Point of Beginning. Subject to all easements, assessments, highways, restrictions, and other limitations of record, or claims of easements not shown by the public records.

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PAMELA ADAMS COLEMAN 9P
STEUBEN COUNTY RECORDER
PAC Date 08/14/2003 Time 08:12:11
I 03080907 Page 1 of 9

PROTECTIVE COVENANTS, RESTRICTIONS, AND LIMITATIONS OF HERRINGTON HEIGHTS SUBDIVISION, PHASE II

These Protective Covenants, Restrictions, and Limitations of Herrington Heights Subdivision, Phase II, (Protective Covenants) are hereby adopted and shall be in full force and effect as to all real estate which is a part of Herrington Heights Subdivision, Phase II, as of the date of the recording of said plat. These Protective Covenants, Restrictions, and Limitations shall run with the title and shall be binding upon all present and future titleholders (as well as tenants and contract purchasers) of all or any part of the real estate in Herrington Heights Subdivision, Phase II, until the Protective Covenants, Restrictions, and Limitations are amended or vacated as prescribed in this document.

1. The Architectural Review Committee shall have three or more members, each of whom shall be appointed by HSW Developers, Inc. The Architectural Review Committee shall review applications, plans, specifications, materials, and samples for the purpose of determining whether proposed structures conform in appearance and construction to the standards and policies set by the Committee.

2. The titleholder of the lot, or his designated agent or agents, shall submit two copies of Required Information to the Architectural Review Committee before commencing any site development or construction. The Required Information must include

   a. Name of Applicant

   b. Address of Applicant

   c. Telephone number of Applicant

   d. Description of proposed site development and/or construction

   e. Builder's name, address, and telephone number

f. Construction schedule, including start date and completion date

g. Site plan drawing showing lot lines, and location of residence and driveway and sidewalk

h. Blueprints for proposed housing construction with complete written building specifications

i. A sample of residence siding with proposed stain or paint color and any exterior brick (including trim)

j. A written statement of type and color of roofing to be used

k. Elevation drawings of all sides of the residence.

3. All Applicants shall receive a written response within ten (10) days after all Required Information has been submitted.

4. The requirements, objectives, standards, and procedures contained in these Protective Covenants are intended to establish a harmonious community. Through these Protective Covenants and the design review process, a consensus is sought between individual aesthetic judgment and the broader interest of community standards.

5. These Protective Covenants are designed to promote those qualities in Herrington Heights Subdivision, Phase II, which will bring value to individual properties and will promote the attractiveness and functional utility of the community. Those qualities include a harmonious relationship among structures, vegetation, topography, and overall design of the community.

6. The Architectural Review Committee shall apply the standards set forth herein in acting on applications, in addition to such other criteria as may apply to a particular location:

a. Lot Grading - The Applicant is required to replace any topsoil removed from lot during construction. Any changes to grading shall be approved by the Committee. No new grading shall divert water onto other properties or alter existing drainage patterns.

b. Building Restrictions/Setbacks - Unless otherwise noted, the minimum setbacks for all residential buildings, including garages, shall be:

Front: 25 feet
Side: 8 feet
Rear: 30 feet

c. Square Footage - The minimum square footage (living space) for each residence shall be as follows:

Single Story Dwelling, except Villa: 1600 square feet
Each Villa Unit: 1200 square feet total
Two Story Dwelling (bottom floor except Villa): 1200 square feet

d. Sidewalks - The Applicant (Property owner/Builder) shall construct concrete sidewalks from property line to property line.

e. Driveways - All driveways shall extend from street to garage and be of concrete construction.

f. Garage - Each residence shall have an attached 2-car garage with the capacity for at least two cars.

g. Colors - Each residence shall have earth tone colors with 25% of front consisting of brick or stone.

h. Height - Maximum building height shall be 35 feet at ridge line of roof.

i. Heating and Cooling Units - Rooftop heating or cooling units of any type are prohibited.

j. Antennae and Satellite Dishes - All exterior antennae and large satellite dishes are prohibited.

k. Storage Sheds - Detached storage sheds are prohibited.

l. Landscaping - All housing lots shall be landscaped by the Applicant prior to home occupancy or within 60 days thereafter, weather conditions permitting.

7. All proposed landscaping and fencing shall be submitted to the Architectural Review Committee for approval prior to installation.

8. Each mailbox shall be earth tone in color, shall have a 6" x 6" cedar newspaper box, and shall be approved by the Architectural Review Committee before installation.

9. Small vegetable gardens will be permitted but must be approved by the Architectural Review Committee.

10. Outside clotheslines are prohibited.

11. All garbage, trash, rubbish, and other waste shall be kept in closed containers and out of view.

12. Firewood shall be neatly stacked beside the residence or garage.

13. No noxious or offensive or unlawful activity shall be conducted upon any lot in this Subdivision; no activity shall be conducted or tolerated which is an annoyance or nuisance to other residents in the Subdivision.

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the Subdivision with the exception of usual household pets. No animals shall be kept on any lot in the Subdivision for a commercial purpose.

15. Pets shall not be allowed to roam unsupervised in the Subdivision.

16. Kennels, doghouses, and other pet shelters are prohibited.

17. Travel trailers, campers, boats, boat trailers, and motor homes shall not be parked in the Subdivision.

18. No sign of any type shall be displayed on a lot after occupancy of the residence except for a single sign advertising the home for sale.

19. When more than fifty (50) percent of the total lots in Phase II have been sold and title has been conveyed to the purchasers thereof, the Herrington Heights Subdivision, Phase II,

Residential Association shall be formed by the lot owners. The Association shall receive title to all common areas, detention ponds, entry areas, and such other areas as are included within the perimeter of Herrington Heights Subdivision, Phase II, but not platted as lots.

20. Each owner of a lot in Herrington Heights Subdivision, Phase II, shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. This Paragraph 20 is subject to the provisions of Paragraph 26.

21. The Association shall have two classes of voting members, as follows:

> Class A. Class A members shall be all owners with the exception of HSW Developers, Inc., and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members except in the event of a duplex dwelling; see Paragraph 26.
>
> Class B. The Class B member shall be HSW Developers, Inc., who shall be entitled to exercise seven (7) votes for each lot owned. The Class B membership shall cease and shall be converted to Class A membership when HSW Developers, Inc. records a statement indicating that its Class B membership has ended.

This Paragraph 21 is subject to the provisions of Paragraph 26.

22. HSW Developers, Inc. covenants for each lot within Herrington Heights Subdivision, Phase II, and each owner of real estate in Herrington Heights Subdivision, Phase II, is deemed to covenant by acceptance of each owner's deed, to pay to the Association annual assessments as determined by the Board of Directors of the Association to be necessary in order to promote the health, safety, and welfare of the residents in the Subdivision, and for the improvement and maintenance of the areas owned by the Association.

23. The annual assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot (or unit) against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the lot (or the unit) at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed. This Paragraph 23 is subject to the provisions of Paragraph 26.

24. No assessments shall be imposed or shall be payable until transfer of title has occurred as set forth in Paragraph 19 above.

25. The Association shall adopt By-Laws and shall be governed by a duly elected Board of Directors consisting of not fewer than three (3) members and not more than five (5) members.

26. Certain lots in Herrington Heights Subdivision, Phase II, may be used for construction of villas rather than single family residences. Notwithstanding any contrary provisions in these Protective Covenants, the following provisions shall apply to all lots used for construction of villas:

a. Each duplex dwelling shall have garage capacity for two motor vehicles for each unit.

b. If a duplex dwelling is constructed on a lot, then and in that event each unit shall have one membership in the Association and each unit shall have one vote in matters to be voted upon in the Association.

c. If the ownership of a duplex dwelling is divided so that one unit is owned separately from the other unit in the duplex dwelling,

(1) The owner of Unit A and the owner of Unit B shall share equally the expense of exterior maintenance and repair of the duplex dwelling, maintenance and repair and replacement of the roof of the duplex dwelling, maintenance and repair of the common wall in the duplex dwelling, and maintenance and repair of any shared driveway. This subparagraph (1) applies to routine replacement, repair, and maintenance obligations and is not intended, and shall not be construed, as determining or controlling liability if any issue of negligence or fault is involved as to the reason the replacement or repairs are necessary.

(2) In the event any disagreement arises as to the necessity of replacement or maintenance or repairs which are a shared obligation, the owner of Unit A and the owner of Unit B shall each select a contractor to advise as to the necessity of replacement or repair or maintenance and those two contractors shall agree upon selection of a third contractor; the decision of the third contractor as to the necessity of replacement or maintenance or repair shall be binding on the owner of Unit A and binding on the owner of Unit B.

(3) In the event the owner of Unit A and the owner of Unit B agree that certain replacement or maintenance or repairs are necessary but cannot agree as to color or materials to be used, any such disagreement shall be resolved by using the color and materials as identical as possible to those which were used in the original construction of the duplex dwelling.

(4) The owner of Unit A and the owner of Unit B shall cooperate as necessary in order to obtain and keep homeowner's insurance in force on the duplex dwelling.

(5) The owner of Unit A and the owner of Unit B shall cooperate in matters of lawn maintenance and landscaping with the goal of giving the duplex dwelling an appealing and uniform appearance.

(6) In the event the owner of one unit (but not both units) of a duplex dwelling decides to sell the unit, the owner who decides to sell the unit must first give to the owner of the other unit in that duplex dwelling the opportunity to purchase the unit for the same price and on terms no less favorable to Seller than those terms offered by a third party. Seller must provide a copy of the pending offer to the owner of the other unit by certified United States Mail, return receipt requested, postage prepaid. The owner of the other unit must submit

to Seller an Offer to Purchase within fifteen (15) days after receipt of Seller's notice; if the owner of the other unit does not submit an offer to purchase within said fifteen-day period for the same price and on terms no less favorable to Seller than those terms offered by a third-party, or if the owner of the other unit submits an Offer to Purchase but fails to meet his obligations thereunder, the right of first refusal shall be of no further force or effect as to that sale and Seller may go forward with sale to the previously disclosed third party. The new purchaser shall be subject to all provisions of these covenants and restrictions, including this Paragraph 26(c)(6).

27. HSW Developers, Inc. is the owner of certain real estate located between Herrington Heights Subdivision, Phase II, and State Road 827. HSW Developers, Inc., at some time in the future, may apply for a zoning designation or variance or special exception so that said real estate located between Herrington Heights Subdivision, Phase II, and State Road 827 can be used for commercial purposes. By acceptance of a Deed for any real estate in Herrington Heights Subdivision, Phase II, the titleholder(s) waive objection to the commercial use of said real estate located between Herrington Heights Subdivision, Phase II, and State Road 827 and further agree, individually and as member(s) of the Association, not to oppose any such application by HSW Developers, Inc. (or its assignee or designee or successor) for a zoning designation or a variance or a special exception so that said real estate located between Herrington Heights Subdivision, Phase II, and State Road 827 can be used for commercial purposes.

28. These Protective Covenants may be amended by duly recording an instrument executed and acknowledged by the record titleholders of not less than eighty (80) percent of the lots in Herrington Heights Subdivision, Phase II.

29. HSW Developers, Inc., the Association, or any titleholder of record of any real estate in Herrington Heights Subdivision, Phase II, shall have the right to enforce, by any proceeding at law

in no event be deemed a waiver of a right to do so at a later date.

30. Invalidation of any one of these covenants shall in no way affect the enforceability of other provisions, which shall remain in full force and effect.

Executed at Angola, Steuben County, Indiana, on this 31 day of July, 2003.

HSW DEVELOPERS, INC.

By Hal R. Henricks
HAL R. HENRICKS, President

By Aaron J. Steury
AARON J. STEURY, Secretary

By James D Wise
JAMES D. WISE, Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared HSW Developers, Inc. by HAL R. HENRICKS, its President, AARON J. STEURY, its Secretary, and JAMES D. WISE, its Treasurer, each over the age of eighteen (18) years, and acknowledged the execution of the foregoing document as the voluntary act of HSW Developers, Inc.

Witness my hand and Notarial Seal on this 31 day of July, 2003.

My commission expires:
8/28/06

Signature Latrielle Wheat
LATRIELLE WHEAT Notary Public
Resident of STEUBEN County

This instrument prepared by Latrielle Wheat, Attorney No. 1402-02, Attorney at Law, 107 W. Maumee Street, Angola, Indiana 46703

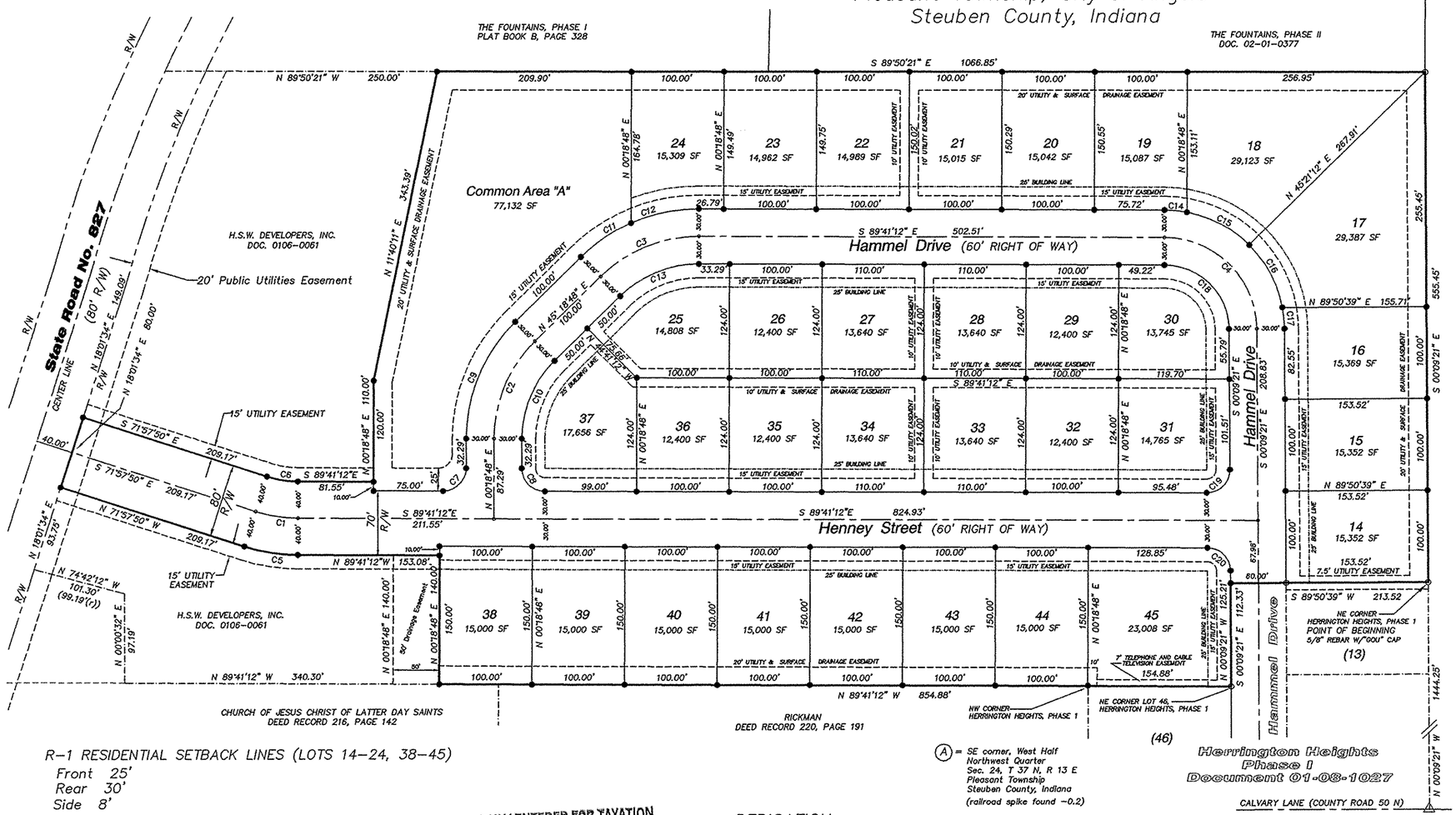
PAMELA ADAMS COLEMAN 9P
STEUBEN COUNTY RECORDER
PAC Date 08/14/2003 Time 08:12:11
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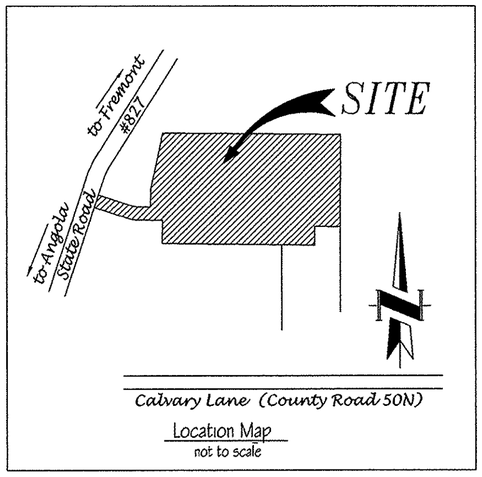
Secondary Plat
of
Herrington Heights, Phase II

situated in
Sections 23 and 24, Township 37 North, Range 13 East
Pleasant Township, City of Angola
Steuben County, Indiana

CURVE TABLE				
Curve	Length	Radius	Chord Bearing	Chord Length
C1	46.40	150.00	S 89°49'31" E	46.21
C2	117.81	150.00	N 22°48'48" E	114.81
C3	117.81	150.00	N 67°48'48" E	114.81
C4	156.26	100.00	S 44°55'17" E	140.84
C5	58.77	190.00	S 80°49'31" E	58.54
C6	34.03	110.00	S 80°49'31" E	33.89
C7	39.27	25.00	N 45°18'48" E	35.36
C8	39.27	25.00	N 44°41'12" W	35.36
C9	141.37	180.00	N 22°48'48" E	137.77
C10	94.25	120.00	N 22°48'48" E	91.84

CURVE TABLE				
Curve	Length	Radius	Chord Bearing	Chord Length
C11	65.97	180.00	N 55°48'47" E	65.60
C12	75.40	180.00	N 78°18'47" E	74.85
C13	94.25	120.00	N 67°48'48" E	91.84
C14	24.42	130.00	S 84°18'20" E	24.38
C15	77.30	130.00	S 61°53'26" E	76.16
C16	77.55	130.00	S 27°46'08" E	76.40
C17	23.33	130.00	S 05°32'23" E	23.30
C18	109.38	70.00	S 44°55'17" E	98.59
C19	39.47	25.00	S 45°04'43" W	35.50
C20	39.47	25.00	S 45°04'43" W	35.50





R-1 RESIDENTIAL SETBACK LINES (LOTS 14-24, 38-45)
Front 25'
Rear 30'
Side 8'

R-2 RESIDENTIAL SETBACK LINES (LOTS 25-37)
Front 25'
Rear 30'
Side 8'

The side setback lines for Lots numbered 27, 28, 33 and 34 are 18 feet along the Public Utilities Easement.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE

AUG 13 2003

Kim Kroeller
AUDITOR STEUBEN COUNTY

• = 5/8" DIAMETER X 24" LONG STEEL REBAR WITH CAP (GOU LS29500017) SET

The description of this plat as shown hereon is based on a boundary survey completed by the undersigned Registered Land Surveyor according to survey requirements in Title 865 IAC 1-12

MUNICIPALITY APPROVAL:

Under Authority by Chapter 174, Acts of 1947, as enacted and amended by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council, Angola, Indiana, this plat was given approval.

Approval by the Angola Plan Commission at the meeting held on the 12th day of August, 2003.

Joseph F. Frymier
Joseph Frymier, President

Brook Steed
Brook Steed, Secretary

Ⓐ = SE corner, West Half Northwest Quarter Sec. 24, T 37 N, R 13 E Pleasant Township Steuben County, Indiana (railroad spike found -0.2)

DESCRIPTION

Part of the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, in Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, described as follows:

Commencing at a railroad spike marking the Southeast corner of the West Half of the Northwest Quarter of said Section 24; thence North 00 degrees 09 minutes 21 seconds West on the East line of said West Half and the East line of Herrington Heights, Phase I, recorded as Document 01-08-1027 in the Office of the Recorder of Steuben County, a distance of 1444.25 feet to a 5/8" rebar capped "GOU" marking the Northeast corner of said Herrington Heights, Phase I and the POINT OF BEGINNING; thence South 89 degrees 50 minutes 39 seconds West on the Northerly line thereof, a distance of 213.52 feet; thence South 00 degrees 09 minutes 21 seconds East on the boundary thereof, a distance of 112.33 feet; thence North 89 degrees 41 minutes 12 seconds West on said Northerly line and the Westerly extension thereof, a distance of 854.88 feet to a rebar capped "GOU"; thence North 00 degrees 18 minutes 48 seconds East, 140.00 feet to a 5/8 inch rebar capped "GOU"; thence North 89 degrees 41 minutes 12 seconds West, 153.08 feet; thence on a tangent curve to the right having a radius of 190.00 feet, a length of 58.77 feet and a chord of 58.54 feet bearing North 80 degrees 49 minutes 31 seconds West to a 5/8 inch rebar capped "GOU"; thence North 71 degrees 57 minutes 50 seconds West, 209.17 feet to a 5/8 inch rebar capped "GOU" on the East right-of-Way line of State Road 827, having a right-of-way width of 80 feet; thence North 18 degrees 01 minutes 34 seconds East along said right-of-way line, a distance of 80.00 feet to a 5/8 inch rebar capped "GOU"; thence leaving said right-of-way, South 71 degrees 57 minutes 50 seconds East, 209.17 feet to a 5/8 inch rebar capped "GOU"; thence on a tangent curve to the left having a radius of 110.00 feet, a length of 34.03 feet and a chord of 33.89 feet bearing South 80 degrees 49 minutes 31 seconds East to a 5/8 inch rebar capped "GOU"; thence South 89 degrees 41 minutes 12 seconds East, 81.55 feet to a 5/8 inch rebar capped "GOU"; thence North 00 degrees 18 minutes 48 seconds East, 110.00 feet to a 5/8 inch rebar capped "GOU"; thence North 11 degrees 40 minutes 11 seconds East, 343.39 feet to a 5/8 inch rebar capped "GOU" on the South line of "THE FOUNTAINS PHASE I" as recorded in Plat Book "B", page 328 in said Recorder's Office; thence South 89 degrees 50 minutes 21 seconds East on said South line and the South line of "THE FOUNTAINS PHASE II" as recorded in Document 02-01-0377, a distance of 1066.85 feet to the Southeast corner of "THE FOUNTAINS PHASE II", said point lying on the East line of the West Half of the Northwest Quarter of said Section 24; thence South 00 degrees 09 minutes 21 seconds East on said East line, a distance of 555.45 feet to the Point of Beginning, containing 17.01 acres more or less and being subject to and together with the easements and rights-of-way of record.

DEDICATION:

I, Hal R. Hendricks, President of HSW Developers, Inc., owner of the real estate shown and described herein, do hereby certify that I have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the plat.

This Subdivision shall be known and designated as HERRINGTON HEIGHTS, PHASE II, an addition to the City of Angola, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

The front yard building line is hereby established as shown on this plat, between which line and the right of way line of the street there shall be erected or maintained no building or structure. The side yard and rear yard setback lines are hereby established as shown on this plat, between which lines and the property line there shall be erected or maintained no building or structure.

There are strips of ground, variable in width, as shown on this plat and marked "UTILITY EASEMENT", that are reserved for the use of public utilities for the installation of water and sewer mains, natural gas mains, electrical lines, telephone lines, cable television lines, and all appurtenances required for the above mentioned utilities, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structure are to be erected or maintained upon said strips of land, but the owner(s) of the lot in this subdivision shall take their title(s) subject to the rights of the public utilities.

For: HSW Developers, Inc.

By: Hal R Hendricks
Hal R. Hendricks, President

Date: Aug 5, 2003

RESTRICTIVE COVENANTS:

The undersigned, being the Owner of all the real estate which comprises HERRINGTON HEIGHTS PHASE II an addition to the City of Angola, Indiana, hereby incorporate by reference all of the Restrictive Covenants as shown in Miscellaneous Record Volume * , Page _____ , of the Public Records of Steuben County, Indiana. Instrument # 03-08-0907

For: HSW Developers, Inc.

By: Hal R Hendricks
Hal R. Hendricks, President

Date: Aug 5, 2003

ACKNOWLEDGMENT:

State of Indiana)
) SS
County of Steuben)

Before me, the undersigned Notary Public in and for said County and State, personally appeared HSW Developers, Inc., by Hal R. Hendricks, its President, known to me to be the person who signed the Dedication and Restrictive Covenants pertaining to this Subdivision and have declared it is the free act and will of said corporation.

Witness my hand and Notary Seal this 5th day of August 2003.

My commission expires: October 22, 2008

By: Mary S. Adams
Mary S. Adams Notary Public

CERTIFICATION:

I, Timothy C. Gouloff, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me on July 25, 2003; that all the monuments shown thereon actually exist; and that their location, size, type and material are accurately shown.

Dated this 30th day of July, 2003.

(Signed) Timothy C. Gouloff

Registered Land Surveyor No. 29500017
State of Indiana

TIMOTHY C. GOULOFF REGISTERED No.29500017 STATE OF INDIANA LAND SURVEYOR

PAMELA ADAMS COLEMAN 1P
STEUBEN COUNTY RECORDER
PAC Date 08/14/2003 Time 08:12:26
I 03080908 Page 1 of 1

03-08-0908
8.14-03
8:17:26
Pamela Coleman
Recorder Steuben County

Prepared For:
HSW Developers, Inc.
601 North Wayne Street
Angola, Indiana, 46703
(219) 665-2503

GOULOFF - JORDAN
SURVEYING AND DESIGN, INC.
1133 BROADWAY FORT WAYNE, IN 46802
PH (260) 424-5362 FAX (260) 424-4916