

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BATCHELOR HEIGHTS SUBDIVISION

719969

THIS DECLARATION, made on the date hereinafter set forth by
RICHLAND CONSTRUCTION CO., INC., hereinafter referred to as
"Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Perry
Township, County of Monroe, State of Indiana, which is more
particularly described as:

A part of a tract of land described in Deed Record Book 453,
page 412 in the Office of the Recorder of Monroe County,
Indiana, also being a part of the Southeast Quarter of the
Southwest Quarter of Section 17, Township 8 North, Range 1
West, in said County, more particularly described as
follows:

Beginning at the Southeast corner of said Quarter Section;
thence North 88 degrees 02 minutes 36 seconds West along the
South line of said Quarter Section 854.13 feet; thence North
00 degrees 40 minutes 53 seconds West 1111.94 feet to a
point on a non-tangent curve concave Southwesterly with a
radius of 230.00 feet and a chord bearing South 21 degrees
51 minutes 10 seconds East for a distance of 1666.13 feet;
thence Southeasterly along said curve 169.97 feet; thence
South 32 degrees 19 minutes 54 seconds East 234.44 feet;
thence South 19 degrees 09 minutes 45 seconds East 81.39
feet; thence South 78 degrees 53 minutes 53 seconds East
31.75 feet; thence South 08 degrees 05 minutes 47 seconds
East 220.85 feet; thence North 77 degrees 18 minutes 35
seconds East 18.77 feet; thence South 85 degrees 38 minutes
53 seconds East 61.55 feet; thence North 81 degrees 45
minutes 19 seconds East 62.99 feet; thence North 08 degrees
49 minutes 27 seconds West 308.86 feet, thence North 69
degrees 25 minutes 41 seconds East 42.34 feet; thence North
76 degrees 25 minutes 18 seconds East 37.00 feet; thence
North 53 degrees 43 minutes 23 seconds East 46.10 feet;
thence North 30 degrees 56 minutes 33 seconds East 86.73
feet; thence North 55 degrees 21 minutes 12 seconds East
126.48 feet; thence North 09 degrees 18 minutes 08 seconds
West 153.27 feet; thence North 33 degrees 15 minutes 37
seconds East 124.98 feet; thence South 48 degrees 40 minutes
44 seconds East 78.84 feet; thence South 16 degrees 15
minutes 56 seconds East 23.72 feet; North 87 degrees 48
minutes 04 seconds East 110.52 feet; thence South 00 degrees
42 minutes 13 seconds East 1183.19 feet to the point of
beginning, containing 17.58 acres, more or less.

Part of said property is hereby platted as Batchelor Heights
Subdivision, Section One as shown in Plat Cabinet Envelope
C-233 and recorded 11-26, 1997. The remainder of said
property shall be platted as Batchelor Heights Subdivision,
Section Two and shall also be subject to this Declaration.

RECORDED
A.M. _____ P.M. 3:13

NOV 26 1997

Jim Kiser
RECORDER MONROE CO., IN

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Batchelor Heights Homeowners' Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot and improvements thereto which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and the improvements thereto, excepting therefrom the individual Lots and improvements, Garage Parcels U, V, W, X, Y, Z and improvements as shown on the recorded plat of the Properties. All streets, except Gordon Pike and Wickens Street, shown on the recorded plat are part of the common area and shall be owned and maintained as other common areas of Batchelor Heights. Common Area includes, but is not limited to, those areas shown as Common Area, Special Common Area, and Conservation Easement on the Plat. All driveways, as described in Section 7 of this Article I, shall be limited common areas and shall be constructed and maintained by the appurtenant property owner.

Section 5. "Lot" shall mean and refer to any plot of land

shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and identified by number.

"Lot" shall not include those parcels in Section One which are designated U, V, W, X, Y, Z and which are intended to be used for garages. Section One shall have one hundred three (103) lots. Section Two shall have approximately eighty-four (84) lots provided, however, Declarant reserves the right to increase or decrease the number of lots in Section Two.

Section 6. "Declarant" shall mean and refer to the Richland Construction Co., Inc., its successors and assigns.

Section 7. The plat shows areas appurtenant to each lot which were intended to be driveways for each lot, although the plat contains no such driveway notation on it's space. The driveways are those areas lying between the lots and roadways. That portion of each of these areas appurtenant to each lot but confined to that part of the driveway divided by extending to the roadway the common line between the lots shall be for the exclusive use of the owner (or the owner's guests, invitees and tenants) of such lot. These driveways shall be considered Limited Common Areas and shall be owned and maintained by the appurtenant property owner.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Areas and improvements situated upon the Common Area.

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) The right of 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 members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Association's Easement for Maintenance and Repair. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, shall have an easement to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot.

Section 4. Utilities, Public Officials, Association Officials. There is hereby created a blanket easement upon, across, over and under all of said Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical service and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of dwelling units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the

Common Area and any Lot and dwelling unit to perform the duties of maintenance and repair of the dwelling units, Lots or Common Area provided for herein. Notwithstanding anything to the contrary in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially planned and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 5. Easements for Encroachment. If any part of the Common Area encroaches upon any Lot or building thereon, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. If any part of any Lot or the building thereon encroaches upon the Common Area, or upon another Lot or Lots, a valid easement for such encroachment shall and does exist. In the event that any building upon a Lot in the Properties shall be partially or totally destroyed and then rebuilt, and minor encroachments of the building upon the Common Area, or other Lots, including, but not limited to eaves and roof over-hang, shall exist, then valid easements for such encroachments and the maintenance thereof shall exist.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Members shall be all Owners, who shall be entitled to one vote for each Lot owned. When more than one person holds

an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The Declarant retains all votes until June 30, 2000, or when seventy-five percent (75%) of all Lots are sold, whichever occurs first, and thereafter shall have one vote for each Lot owned by Declarant.

ARTICLE IV

COVENANT FOR MAINTENANCE, TAX AND INSURANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) tax assessments, (3) insurance assessments, and (4) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual, tax, insurance, and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fee became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the payment of taxes and insurance as set forth above.

Section 3. Annual Assessment. Until June 30, 2000, the annual assessment shall be as follows: an amount fixed by the Declarant.

- (a) From and after June 30, 2000, the annual

assessment shall be set by the Association at any amount sufficient to pay the expenses, and shall be payable on a monthly basis.

(b) The Board of Directors of the Association shall fix all assessments from and after June 30, 2000.

Section 4. Special Assessments for Capital Improvements.

In addition to the other assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date and Rate of Assessment. Annual tax, insurance, maintenance and special assessments must be fixed at a uniform rate for all Lots and shall be due and payable and collected on a monthly basis.

Section 7. Date of Commencement of Assessments: Due Dates. The first assessment shall be adjusted pro rata according to the

number of months remaining in the calendar year. The Board of Directors shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be as provided in Section 3 above unless otherwise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Except by Declarant as part of the original plans, no building, fence, wall or other structure shall be commenced,

erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, Declarant shall retain architectural control until the date specified in Article III, Section 2 herein.

ARTICLE VI

INSURANCE AND TAXES

Section 1. Insurance. The Association shall purchase and maintain all risk, including earthquake, insurance equal to 100% of the replacement cost of the Properties and, in addition, liability coverage in the amount of One Million Dollars (\$1,000,000) and shall assess the owners pro rata for said premium which shall be a monthly assessment.

Section 2. Taxes. The Association shall pay the real estate taxes on the common areas and shall assess the owners on a pro-rata basis for the share of said taxes on a monthly basis.

ARTICLE VII

DECLARANT'S RIGHTS

Section 1. Use of Property. Declarant reserves the right to grant easements for utilities and other reasonable purposes across the Common Area, to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or

privilege in the Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to use any and all of the Common Area and to show Lots then unsold. Any improvements placed on the Properties for the purpose of such sales, such as signs, telephones, or any other promotional items shall not be considered a part of the Common Area nor attachments thereto, but shall remain the property of the Declarant and may be removed at any time convenient to the Declarant. The Declarant retains the right to be considered an owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

Section 2. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Declarant or his designee to maintain, during the period of construction and sale of Lots, upon such portion of the Properties as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required or be convenient or incidental to the construction and sale of the Lots, including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

Section 3. Declarant's Facilities. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said dwelling unit to maintain during the period of construction and sale of said dwelling unit, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said dwelling units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Grant of easement

BOOK 248 PAGE 749

ARTICLE VIII

ADDITIONAL COVENANTS AND RESTRICTIONS

All owners of Lots are subject to the following additional covenants and restrictions:

Section 1. Use. Each lot shall be used for residential purposes only, and shall have one building containing one dwelling unit designed, built, and located pursuant to plans provided by the Declarant.

Section 2. Size of Dwelling. Each unit shall be designed, located, and built pursuant to plans provided by the Declarant.

Section 3. No Temporary Structures. No structure of a temporary character, such as trailers, basements, tents, shacks, barns or other outbuildings shall be used on said lands at any time as a residence either temporarily or permanently. No residence shall be occupied prior to completion, and there shall be no temporary living quarters.

Section 4. Prohibited Activities. No manufacturing, noxious, illegal, or offensive activities shall be conducted on said lands nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 5. Trash Removal. All trash shall be kept in concealed sanitary containers and under cover except on days of trash collection. All equipment and containers for the storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned. No yard incinerator for the disposal of trash is permitted.

Section 6. Pets. No animals, birds or reptiles of any kind shall be raised, bred or kept for commercial purposes. No animals except dogs, cats and other commonly domestic household pets under seventy-five (75) pounds in weight may be kept on the premises. All pets must be supervised and under control at all times; staking without supervision is not allowed. All pet owners are required to pick up after their pets and pet owners are responsible for any damages caused by their pets.

Section 7. Subdivision of a Lot Prohibited. There shall be no subdivision of any lot, or lots, nor any sale thereof in parcels, except a portion of a lot may be sold to an adjoining lot owner if no new lot is created. For the purpose of these conditions and restrictions, all adjoining lots, or parts thereof, owned and used as a single building site, shall be considered one lot, and the boundaries so established by such common ownership shall be considered the only lot lines for the purpose of these conditions and restrictions.

Section 8. Driveways Required. All driveways and required parking areas shall be concrete and shall be designed, built and located pursuant to plans provided by the Declarant. One car garages are required and shall be designed, built, and located pursuant to plans provided by the Declarant.

Section 9. Heating/Cooling. Each unit shall have a central heating and cooling system.

Section 10. Parking and Vehicles. No trucks larger than a one-ton pickup may be parked on any lot. No disabled or inoperable vehicle shall be kept on said land for more than three working days while arrangements are being made to have it repaired. Except for the service vehicles, no parking of automobiles or trucks is permitted in the streets.

Section 11. Fences. All fences are prohibited unless permitted by a vote of at least 2/3 of the lot owners. Provided, however, that fences not to exceed six feet (6') in height may be erected between decks and patios for privacy. All such improvements shall be located entirely within the Owner's Lot and subject to approval by the Declarant.

Section 12. Disposals Required. All dwellings erected on said lands shall be equipped with a mechanical device for the grinding of food wastes. Such device shall be located in the kitchen and connected to the sewer.

Section 13. Landscaping. Within thirty (30) days of the completion of the building improvements (weather permitting) the owner shall have the yard sown with grass seed and complete all

landscaping required by the City of Bloomington. This does not include the planting of street trees that are required of the Developer. Each Owner may landscape the area within five feet (5') of his lot provided, however, that such landscaping is approved by the Declarant.

Section 14. Tree Preservation. All trees shall be preserved and protected from damage unless they are threatening the structure. Special care shall be given to protect all trees within the retaining walls of the Development consistent with public safety.

Section 15. Siding. Lot owners shall use only Brown County stone, limestone, vinyl, or brick for the exterior siding of all structures. Front portions shall be 25% stone or brick. All vinyl shall be earth tones or white. All units shall have a uniform look. The roofs shall be shingled and the facades shall be brick and vinyl. The rear elevations shall match the front elevation in window dressing and brick trim.

Section 16. Underground Utilities. All telephone, electrical, and cable television or similar connections shall be underground unless deemed impractical by the utility company in writing.

Section 17. Easements on the Plat. All lots are subject to any and all easements, including utility easements shown on the plat. No buildings shall be constructed on said easements.

Section 18. Foundations. All below grade foundations shall be constructed of concrete block or formed and poured concrete. All exposed parts of the foundation shall be covered with the same building materials as the structure or shall be painted to match or coordinate with the structure.

Section 19. Sewer. All dwelling units shall be connected to the municipal sewer system.

Section 20. Clotheslines. No clotheslines of any kind, temporary or permanent, shall be installed on any lot.

Section 21. Roofs. All roof pitches shall be 6:12 as shown on Declarant's plans or 5:12 at the discretion of the owner. In

no event shall the pitch be less than 5:12 or greater than 6:12. Roof colors of solid green, solid red and solid blue are prohibited.

Section 22. Windows. Window locations may be modified provided that such locations comply with all applicable codes.

Section 23. Building Size. Building sizes, in cubic feet as shown on the plans, may be increased by fifteen percent (15%) to accommodate stairways, brick ledges and cantilevered ledges.

Section 24. Satellite Dishes. Satellite dishes with a diameter greater than twenty-four inches (24") are prohibited.

Section 25. Lighting. Freestanding pole lights wired to a daylight to dark sentinel are required for each Lot.

Section 26. Use and Maintenance. No owner or member of owner's household or guest shall make any use of the property which will adversely affect the cleanliness and sanitary condition of their property, other owner's property or the common area; nor shall any person commit any activity or conduct which would constitute an immoral or unlawful act.

Section 27. Rules and Regulations. Owners shall comply with all regulations pertaining to the use of the common areas adopted by the Board of Directors of the Association.

Section 28. Common Area Maintenance. The Association shall maintain the lawns and the landscaping furnished by the Declarant and all common areas. No owner shall in any way take any action to interfere with or prevent the reasonable and necessary acts of the Association, its employees or contractors from performing such maintenance. In the case of emergency, all owners shall, if necessary, permit said work to be performed at any time required and shall, if necessary, permit the Association, its employees, or contractors to enter upon the premises of any owner's residence to effectuate such maintenance.

Section 29. Repair of Motor Vehicles. No maintenance or repair on any type of motor vehicle shall be permitted unless said work can be done totally within the confines of the owner's garage and in a manner not offensive to any adjacent residence.

Section 30. Signs. No signs shall be erected or displayed on any Lot except that one (1) "For Sale" or one (1) "for Rent" sign, not exceeding four square feet (4') in total area may be placed on any Lot.

Section 31. Garages. Garage doors shall be closed at all times not necessary for ingress or egress.

Section 32. Conveyance of Lots. Each Lot shall be conveyed as a separately designated freehold estate subject to the terms, conditions and provisions hereof and of the plat.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter and the Association shall be entitled to specific performance and to recover reasonable attorney fees in any action in which it is awarded judgment.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall be severable and shall remain in full force and effect.

Section 3. General. The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. These restrictions may be amended by a written instrument executed by a 2/3 vote of the owners of record of the subdivision or, in the alternative, solely by the Declarant as long as the Declarant still owns at least twenty-five percent (25%) of the lots.

Section 4. Destruction. In the event of partial or total destruction of any improvements on a lot, the Owner shall repair

and/or rebuild said improvements in substantially the same manner as they existed and consistent with these Declarations.

Section 5. Phases and Restrictions. In addition to the Real Estate, the Declarant may subdivide or plat other real estate not herein described as additional phases or sections. Any restrictions applicable to any other phases or sections shall be as set forth in any plat or plats of such other real estate or documents related thereto. Restrictions set forth herein shall not be construed to be applicable to any other real estate now or hereafter owned by the Declarant either adjacent to or in the immediate vicinity of the Real Estate in the absence of the express written adoption of said restrictions by the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25 day of November, 1997.

RICHLAND CONSTRUCTION, Co., Inc.

By: James B. Wray
James B. Wray
"Declarant"

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public, in and for said County and State this 25th day of NOVEMBER, 1997, personally appeared the within named James B. Wray, well known by me to be the PRESIDENT of Richland Construction Co., Inc., an Indiana Corporation, Declarant herein, and for and on behalf of said Corporation acknowledged the execution of the foregoing document as the free and voluntary act of said Company, and respectively certify that the Seal thereunto attached is the Company Seal of said Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
8-28-98

Megan James Hunt
MEGAN JAMES HUNT, Notary Public
Resident of MORGAN County, IN

This instrument prepared by: William J. Finch
403 East Sixth Street
Bloomington, IN 47408
Telephone: (812) 332-5757

Richland\batchelor.c&r97