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**SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS**

OF

THE RIDGE AT THE LEGACY

SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE RIDGE AT THE LEGACY

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**SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
THE RIDGE AT THE LEGACY**

This Supplemental Declaration (the "Supplemental Declaration"), is made as of the 13 day of December, 2012, by Falcon Nest II, LLC, an Indiana limited liability company ("Supplemental Declarant").

WITNESSES THAT:

WHEREAS, the Supplemental Declarant is the Owner of certain real estate located in Hamilton County, Indiana, and more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Land");

WHEREAS, the real estate located in Hamilton County and particularly described in what is attached hereto and incorporated herein by reference as Exhibit "B", along with all real estate contiguous therewith, shall hereafter be referred to as the "Additional Land";

WHEREAS, the word "Parcel" shall hereafter mean and refer to the Land together with such portions of the Additional Land as may be made subject to this Supplemental Declaration per the terms of Section 2 below;

WHEREAS, this is a Supplemental Declaration as that term is defined in the Master Declaration of Covenants and Restrictions of The Legacy recorded in the Office of the Recorder of Hamilton County, Indiana, on November 5th, 2008, as Instrument No. 2008055153, as amended from time to time (the "Declaration"); and,

WHEREAS, the Supplemental Declarant intends to convey portions of the Parcel as Lots upon each of which one or more Residential Units or other improvements may be constructed.

NOW, THEREFORE, Supplemental Declarant hereby makes this Supplemental Declaration as follows:

Section 1. Definitions Except as otherwise provided in this Supplemental Declaration, words, phrases and terms that are defined in the Declaration have the same meaning in this Supplemental Declaration. In addition to other words and terms defined throughout this Supplemental Declaration, the following words, phrases and terms, as used in this Supplemental Declaration, unless the context clearly requires otherwise, mean the following:

"Amenity Declaration" means the Amenity Overlay Declaration of Covenants and Restrictions of the Legacy recorded with the Recorder of Hamilton County, Indiana as amended from time to time.

“Amenity Association” means The Legacy Amenity Association, Inc. established as directed by the Amenity Declaration.

“Amenity Articles” means the articles of incorporation of the Amenity Association.

“Amenity Bylaws” means the bylaws of the Amenity Association.

“Amenity Board” means the board of directors of the Amenity Association.

“Architectural Control Assessment” means an Assessment made pursuant to Section 6 of this Supplemental Declaration.

“Development Standards and Architectural Control Committee” means that entity established pursuant to Section 7 of this Supplemental Declaration.

“Grievance Committee” means the Grievance Committee established in Section 12 below.

“Limited Common Area” means only that Limited Common Area located in the Parcel and identified or designated as a Limited Common Area by the Declarant, in the Declarant’s discretion.

“Limited Common Facilities” means (i) all improvements located in a Limited Common Area including, without limitation, Paths, Common Lighting, bicycle racks, walls, fences and landscaping, (ii) any Private Streets and (ii) Entry Ways, Street Trees, street lights, signs, turf bicycle racks and any and all infrastructure not maintained by the City of Carmel per the City of Carmel’s Maintenance Code, as amended, which are located within or adjacent to public streets internal to the Parcel.

“Member” means a member of the Supplemental Association.

“Parcel Applicable Date” means the date that Supplemental Declarant has voluntarily relinquished its rights as the Supplemental Declarant under this Supplemental Declaration, as established in a written notice by the Supplemental Declarant to the Supplemental Association. The written document by which Supplemental Declarant establishes the Parcel Applicable Date may allow Supplemental Declarant to reserve the rights to require Supplemental Declarant’s prior written approval of certain actions by the Supplemental Association.

“Supplemental Articles” means the Articles of Incorporation of the Supplemental Association, as amended from time to time.

“Selected Amenity Director” means the member of the Supplemental Board selected by the Supplemental Board to serve on the Amenity Board.

“Selected Corporate Board” means the member of the Supplemental Board selected by the Supplemental Board to serve on the Corporate Board, after the Parcel Applicable Date, per the terms of the Declaration, the Corporate Articles and the Corporate Bylaws.

“Supplemental By-Laws” means the By-laws of the Supplemental Association, as amended from time to time.

“Supplemental Association’s Annual Operating Deficit” means the cost of satisfying the Supplemental Association’s Obligations, on an annual basis, as determined by the Supplemental Board in its discretion, less the total of the Parcel General Assessment owed by all Owners other than the Supplemental Declarant or a Designated Builder.

“Supplemental Association” means The Ridge at The Legacy Owners Supplemental Association, Inc., an Indiana nonprofit corporation.

“Supplemental Association’s Annual Budget” means the annual amount, estimated by the Supplemental Board in its discretion, sufficient to meet the obligations imposed by the Declaration and the Supplemental Association’s Obligations.

“Supplemental Association’s Obligations” means the Maintenance Costs of the Limited Common Areas, Limited Common Facilities, Private Streets and, as set forth between and, as determined by the Supplemental Board in its discretion, insurance, trash removal, snow removal, and other costs incurred to operate the Supplemental Association.

“Supplemental Building Guidelines” means architectural, landscaping, lighting, fencing, recreational facility and signage design guidelines, standards and requirements for Building Activity on the Parcel (including The Legacy Building Guidelines) adopted by the Supplemental Declarant or the Development Standards and Architectural Control Committee.

“Supplemental Board” means the Board of Directors of the Supplemental Association.

Section 2. Additions to and Withdrawals from Parcel.

A. Additions. As of the date of the execution of this Supplemental Declaration, the Parcel consists mostly of the Land. Supplemental Declarant shall have the right, and hereby reserves on to itself the unilateral right, at any time, and from time to time, at any time prior to the Parcel Applicable Date, in its discretion to add to the Parcel and subject to this Supplemental Declaration all or any part of the Additional Land. Any portion of the Additional Land shall be added to the Parcel, and therefore and thereby becomes a part of the Parcel and subject in all respects to this Supplemental Declaration and all rights, obligations, and privileges herein, when Supplemental Declarant places of record in Hamilton County, Indiana an instrument so declaring the same to be part of the Parcel, which instrument may be a declaration of annexation contained in a Plat, a statement in a plat that the Lots and Common Areas therein are subject to the Supplemental Declaration or an amendment or supplement to this Supplemental Declaration. Any such Supplemental Declaration may contain

modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Land.

Upon recording of any such instrument on or before the Parcel Applicable Date, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Parcel and the Owners of any Lots within such real estate shall be deemed for all purposes to have and be subject to all of the rights, duties, privileges, and obligations of Owners and Lots within the Parcel. No single exercise of Supplemental Declarant's right and option to add and expand the Parcel as to any part or parts of the Additional Land, shall preclude Supplemental Declarant from thereafter from time to time further expanding and adding to the Parcel to include other portions of the Additional Land, and such right and option of expansion may be exercised by Supplemental Declarant from time to time as to all or any portions of the Additional Land so long as such expansion is accomplished on or before the Parcel Applicable Date. Such expansion of the Parcel is at the discretion of the Supplemental Declarant and nothing contained in this Supplemental Declaration or otherwise shall require Supplemental Declarant to expand the Parcel beyond the Land, or to any portions of the Additional Land which Supplemental Declarant may voluntarily and in its discretion from time to time subject to this Supplemental Declaration.

B. Withdrawals. So long as it has a right to annex Additional Land pursuant to this Section 2, the Supplemental Declarant reserves the right to amend this Supplemental Declaration for the purposes of removing any portion of the Parcel, which has not yet been improved with Residential Units, from the coverage of this Supplemental Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the Parcel to be withdrawn, if not the Supplemental Declarant. If the Parcel is Limited Common Area, the Supplemental Association shall consent to such withdrawal.

Section 3. Supplemental Declaration and Relationship to Declaration. The Parcel and all Lots, real estate and Common Areas located therein are hereby annexed to and made subject in all respects to the Declaration and is, therefore part of the Property and subject in all respects to the Declaration and all covenants, restrictions, easements, charges, Assessments and liens set forth in the Declaration. In addition to being subject in all respects to all covenants, restrictions, easements, charges, Assessments and liens set forth in the Declaration, the Parcel and all Lots, real estate and Common Areas located therein shall further be, transferred, sold, conveyed and occupied subject as well to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration. The provisions of Section 2 of the Declaration shall apply to the relation of this Supplemental Declaration and the Supplemental Association to the Declaration and the Corporation, respectively. For purposes of the Declaration, the Assigned Vote for the entirety of the Parcel shall equal the Assigned Vote corresponding in the Valuation Table to a "Larger Detached Residential Lot For Sale" multiplied by the total number of Lots in the Parcel.

Section 4. Private Streets and Snow Removal.

A. Maintenance of Private Streets. Private Streets, if any shall be maintained by the Supplemental Association in good condition satisfactory for the purpose for which it was constructed. The Maintenance Costs incurred by the Supplemental Association in maintaining any Private Streets shall be assessed as a Parcel General Assessment against all Lots whose means of vehicular access to a public right-of-way, as reasonably determined by the Supplemental Association, is over and across such Private Street.

B. Snow Removal. The Supplemental Association shall cause snow to be removed from any Private Street within the Parcel, and the costs thereof shall be Maintenance Costs and assessed as a Parcel General Assessment against all Lots.

C. Conveyance of Title. Supplemental Declarant may retain the legal title to Private Streets, if any until the Parcel Applicable Date, but notwithstanding any provision herein the Supplemental Declarant hereby covenants that it shall, not later than the Parcel Applicable Date, convey by quitclaim deed to the Supplemental Association such Private Streets.

Section 5. The Ridge at The Legacy Owners Supplemental Association, Inc. Each Owner shall automatically be a Member of the Supplemental Association and shall enjoy the privileges and be bound by the obligations contained in the Supplemental Articles and Supplemental By-Laws. The Association, by and through its Secretary, shall maintain a current roster of all members and the mailing address and legal description of the Lot owned by each member. If a Person would realize upon his security and become an Owner, such Person shall then be subject to all the requirements and limitations imposed by this Supplemental Declaration on other Owners, including those provisions with respect to the payment of Supplemental Assessments.

A. Powers. The Supplemental Association is a Supplemental Association under the Declaration and, subject to the Declaration, shall have such powers as are set forth in the Declaration, this Supplemental Declaration and in the Supplemental Articles, and Supplemental By-Laws together with all other powers that belong to it by law.

B. Classes of Members and Vote. The Supplemental Association shall have a single class of Members. With respect to the Supplemental Association, each member shall be entitled to one (1) 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 the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

C. Supplemental Board and Voting Rights. Prior to the Parcel Applicable Date, and as specified in the Supplemental Bylaws, (i) any and all members of the Supplemental Board shall be appointed by and serve at the pleasure of the Supplemental Declarant, (ii) any and all members of the Supplemental Board may be removed and

replaced by the Supplemental Declaration. In the event of vacancies in the Supplemental Board, the Board shall, on or before the Parcel Applicable Date, meet and elect or appoint, or remove in the manner provided in the Supplemental Articles and the Supplemental Bylaws, and other rights of Members shall be governed by the Supplemental Articles and the Supplemental Bylaws.

D. Amenity Selected Directors
The term "Amenity Selected Directors" is defined in the Amenity Declaration. The Amenity Selected Directors shall serve on the Amenity Board and shall be elected or removed by the Amenity Members in accordance with the Amenity Articles and Amenity Bylaws. The Amenity Selected Directors shall be elected or removed and replaced at anytime by a majority vote of the Amenity Members.

E. Corporate Selected Directors
The term "Corporate Selected Directors" is defined in the Declaration, the Supplemental Declaration, the Supplemental Articles and the Supplemental Bylaws. The Corporate Selected Directors shall serve on the Corporate Board per the Declaration, the Supplemental Declaration, the Supplemental Articles and the Supplemental Bylaws. The Corporate Selected Directors shall be elected or removed and replaced anytime by a majority of the Supplemental Members.

F. Maintenance Standards
The Association shall maintain the Limited Common Area and the Limited Common Area shall be in repair substantially comparable to the condition of the Limited Common Area as originally planned and comparable in appearance to the Limited Common Area as developed. Grass, trees, shrubs and other landscaping in the Limited Common Area may be irrigated and shall be maintained in accordance with the reasonably required and otherwise appropriate to a first-class residential development.

G. Insurance, Taxes, and Assessments
The Association shall maintain public liability and casualty insurance covering its operations and shall maintain of loss to the Supplemental Association. The Association shall maintain damage to Parcel owned by the Supplemental Association. The Association shall maintain omissions insurance covering its operations and shall maintain against such Parcel and all utility costs. The Association shall maintain the Limited Common Area.

H. Limitations on Actions
The Association shall not, without the approval of two-thirds (2/3) of the Members holding the Limited Common Area, seek to abandon, partition, subdivide, or otherwise dispose of the Limited Common Area (but the granting of easements with the intended use of the Limited Common Area for the purposes of this clause); (ii) fail to maintain the Limited Common Area on a replacement cost basis in the amount of the replacement cost of the Limited Common Area.

value (based on current replacement cost); or (iii) use hazard insurance proceeds for losses to any Limited Common Area or Limited Common Facilities for other than the repair, replacement or reconstruction of the Limited Common Area or Limited Common Facilities.

I. Mergers. Upon a merger or consolidation of another corporation with the Supplemental Association, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Supplemental Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Supplemental Declaration within the Parcel together with the covenants and restrictions established upon any other properties as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Supplemental Declaration within the Parcel except as herein provided.

J. Management. The Supplemental Board, in its discretion, may hire a professional manager or management company to assist with the management and operation of the Supplemental Association, and the costs thereof shall be included in the Parcel General Assessment. No contract or agreement for professional management of the Supplemental Association, nor any other contract to which the Supplemental Association is a party, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

Section 6. Assessments.

A. Creation of the Lien and Personal Obligation of Assessments. Per the terms of and as more fully set forth in the Declaration, each Owner (other than Supplemental Declarant and Designated Builders) of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation certain Assessments, which Assessments include (i) the General Assessment, the initial rate of which shall be two hundred five dollars (\$205.00) per Lot per year, (ii) Plaza/Community Drive Assessment, the initial rate of which shall be twenty five dollars (\$25.00) per Lot per year and (iii) the Initial Assessment, the initial rate of which shall be two hundred fifty dollars (\$250.00) per Lot. In addition, each Owner (other than Supplemental Declarant and Designated Builders) of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Supplemental Association (i) Parcel General Assessments, (ii) Architectural Control Assessments (to the extent levied); (iii) Special Assessments; (iv) Capital Assessment; (v) Violation Assessment and (v) any other Assessments set forth in this Supplemental Declaration; such Assessments to be established and collected as hereinafter provided (collectively the "Parcel Assessments").

The Parcel Assessments described in the preceding sentence along with all other Assessments specified in this Supplemental Declaration, are in addition to Assessments imposed under the Declaration and unless and until otherwise directed in writing by the Master Board, the Supplemental Association shall be responsible not only for collecting all Assessments specified in this Supplemental Declaration, but also for collecting the General Assessment.

If two (2) or more Lots originally shown on a Plat are consolidated as a single Lot by virtue of partial vacation of a Plat, or if a Lot is divided by conveyance of portions thereof to owners of adjacent Lots, then in either such event, so long as the consolidated or divided Lot is used in its entirety by one or more Owners of contiguous Lots, the vacated or divided Lot(s) shall cease to be Lot(s) for purposes of Assessment under this Section 6.

All Parcel Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Parcel Assessment is made until paid in full and such lien may be foreclosed as mortgages are foreclosed in the State of Indiana. The Supplemental Board is hereby fully authorized to record with the Recorder of Hamilton County, Indiana, a written instrument evidencing the lien, against the applicable Lot, for any delinquent assessments. Each Parcel Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Parcel Assessment became due.

B. Parcel General Assessment.

1. Purpose of Assessment. The Parcel General Assessment levied by the Supplemental Association shall be used exclusively (i) to promote the health, safety, and welfare of the Owners of Lots and Occupants of Residential Units in the Parcel, (ii) for the improvement, maintenance, repair, replacement and operation of the Limited Common Area and (iii) to fulfill the Supplemental Association's Obligations. From time to time the Supplemental Board, in its discretion, may establish and maintain a reserve fund for replacements by the allocation from the Parcel General Assessment and the payment to such reserve fund of an amount determined annually by the Supplemental Board in its discretion to be sufficient to meet the cost of periodic significant capital repairs, renewals and replacements of the Limited Common Facilities.

2. Method of Assessment. Prior to the Parcel Applicable Date, the Supplemental Board shall, by a vote of a majority of the Supplemental Board without notice to or approval or a vote by the Members, and on the basis specified above, fix the Parcel General Assessment for each assessment year of the Supplemental Association at an amount sufficient to meet the Supplemental Association's Annual Budget. The Supplemental Board shall establish the date(s) and frequencies the Parcel General Assessment shall become due, and the manner

in which it shall be paid. The initial Parcel General Assessment shall be seven hundred fifty dollars (\$750.00) and the Parcel General Assessment may increase or decrease each year in order to satisfy the Annual Budget as determined by the Board of Directors in its sole discretion.

After the Parcel Applicable Date, the annual budget must reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Association shall provide each Owner with: (1) a copy of the proposed annual budget; or (2) written notice that a copy of the proposed annual budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Parcel General Assessment paid by the Owners that would occur if the proposed annual budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to the following subparagraph (a).

a. After the Parcel Applicable Date, and subject to subparagraph (b) below, the Supplemental Association budget must be approved at a meeting of the members by a majority of the members of the Supplemental Association in attendance at a meeting called and conducted in accordance with the requirements of this Supplemental Declaration, the Supplemental Articles and the Supplemental By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Supplemental Declaration, the Supplemental Articles of Incorporation or the Supplemental By-Laws.

b. If the number of members in attendance at the meeting held under subparagraph (a) above does not constitute a quorum as defined in the By-Laws of the Supplemental Association, the Supplemental Board may adopt an annual budget for the Supplemental Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved annual budget last approved by the Supplemental Association.

3. Commencement of Parcel General Assessment

a. The Parcel General Assessment applicable to any Residential Lot shall commence upon the conveyance thereof to an Owner other than the Supplemental Declarant or a Designated Builder.

b. The Parcel General Assessment for each Residential Lot subject to assessment shall commence on the first day of the first month following both (i) the recordation with the Recorder of Hamilton County, Indiana, of a secondary Plat that includes such Lot and (ii) the date on which the Supplemental Declarant and/or the Designated Builder conveys such Lot.

4. Allocation of Parcel General Assessment. Unless otherwise expressly provided in this Supplemental Declaration, the Parcel General Assessment shall be equally allocated, pro-rata among all Lots (other than the Supplemental Declarant and Designated Builders); provided, however, that notwithstanding anything to the contrary in this Supplemental Declaration, with respect to Lots titled in the name of the Supplemental Declarant and the Designated Builders, the Supplemental Declarant in the Supplemental Declarant's discretion, may elect on a year-to-year basis to pay either (i) the Parcel General Assessment or (ii) the Supplemental Association Annual Operating Deficit.

C. Architectural Control Assessment. If any Owner or Person acting for and on behalf of, or pursuant to the authorization or acquiescence of, an Owner fails to comply with the Supplemental Building Guidelines or other requirements for construction of improvements, landscaping, lighting, signage and other Building Activities or maintenance of a Lot (including but not limited to the filing of a Lot Development Plan) or any other Restriction set forth in this Supplemental Declaration, then the Supplemental Association may, upon not less than thirty (30) days prior written notice to the Owners of such Lot at the address for mailing of real Parcel tax statements, levy against the Lot owned by such Owner an Architectural Control Assessment in an amount determined by the Supplemental Board which does not exceed \$1,000.00 for each day that such failure continues after written notice thereof is given by Supplemental Declarant or the Supplemental Association to such Owner. Such Architectural Control Assessment shall constitute a lien upon the Lot of such Owner and may be enforced in the manner provided in Section 7(G) below. The levy of an Architectural Control Assessments shall be in addition to, and not in lieu of, any other remedies available to Supplemental Declarant, the Corporation and/or the Supplemental Association provided in the Declaration or this Supplemental Declaration, at law or in equity in the case of the failure of an Owner to comply with the provisions of the Declaration, a Supplemental Declaration, or the Supplemental Building Guidelines.

D. Special Assessments. Subject to limitations on increases and maximum levels of the Parcel General Assessment specified above in this Section 6, in the event the Parcel General Assessment for any calendar year after the Parcel Applicable Date is inadequate to cover the costs incurred by the Supplemental Association for the purposes set forth in Section 6(B) above in such calendar year, the Supplemental Board in its discretion may levy upon all Owners, as a Special Assessment an Assessment to cure such inadequacy. Such Special Assessment shall be allocated among the Owners in the same manner as the Parcel General Assessment is allocated among Owners.

E. Capital Assessment. The Supplemental Board, in its discretion, may levy in any calendar year a Capital Assessment applicable to that year and not more than in the next four (4) succeeding calendar years for the purpose of defraying, in whole or in part, the cost of any construction repair, or replacement of a capital improvement upon the Limited Common Area, including fixtures and personal Parcel relating thereto or any Limited Common Facilities, provided that any such Capital Assessment shall have the

assent of a majority of the votes of the Owners whose Lots are subject to Assessment with respect to the capital improvement who are voting in person or by proxy at a meeting of Owners duly called for this purpose. Any Capital Assessment pursuant to this Section 6(E) shall be pro-rated, equally among Lots subject thereto.

F. Violation Assessment. In addition to all other assessments as be authorized herein, the Supplemental Board may levy a Violation Assessment to an owner, (i) for a violation against this Supplemental Declaration or (ii) for damages if any portion of the Limited Common Area that the Supplemental Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest or invite. In the event of such damage, the Supplemental Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the discretion of the Supplemental Board.

G. Effect of Nonpayment of Assessments; Remedies of the Supplemental Association. Any Parcel Assessment not paid within thirty (30) days after the due date may upon resolution of the Supplemental Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Supplemental Board for each assessment year. The Supplemental Association shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Parcel General Assessment plus any expenses or costs, including attorney's fees, incurred by the Supplemental Association in collecting such Parcel General Assessment and further, shall be allowed to foreclose the lien for such Parcel Assessment in the same manner in which mortgages are foreclosed. If the Supplemental Association has provided for collection of any Parcel General Assessment in installments, upon default in the payment of any one or more installments, the Supplemental Association may accelerate payment and declare the entire balance of said Parcel General Assessment due and payable in full. No Owner may waive or otherwise escape liability for any Parcel Assessment provided for herein by nonuse of the Limited Common Area or by abandonment of its Lot. The Association may suspend an Owner's right to vote if such Owner is more than six (6) months delinquent.

H. Subordination of the Lien to Mortgages. To the extent specified herein, the lien of the Parcel General Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of any Parcel General Assessment. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Parcel General Assessment as to payments which became due more than six (6) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Parcel General Assessments thereafter becoming due or from the lien thereof.

I. Certificates. The Supplemental Association shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Supplemental Association that the Parcel Assessments by the Supplemental Association on a Lot have been paid or that certain of such Parcel Assessments remain unpaid, as the case may be.

J. Supplemental Association's Annual Budget. By a majority vote of the Supplemental Board, the Supplemental Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed on the Supplemental Association by the Declaration and this Supplemental Declaration will be met.

Section 7. Architectural Control and Construction.

A. The Development Standards and Architectural Control Committee. A Development Standards and Architectural Control Committee consisting of at least three (3) members shall be established. Prior to the Parcel Applicable Date the members of the Development Standards and Architectural Control Committee shall be appointed, removed and replaced by Supplemental Declarant in its discretion. After the Parcel Applicable Date, the members of the Development Standards and Architectural Control Committee shall be appointed, removed and replaced by the Supplemental Board in its discretion.

B. Purpose. The Development Standards and Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the Parcel and of all improvements thereon in such manner as to preserve and enhance values, to maintain a harmonious relationship among Residential Units, improvements and the natural vegetation and topography consistent with the design theme of the Parcel established by Supplemental Declarant, to implement the development standards and guidelines set forth in the Zoning Ordinance and to assure compliance with this Supplemental Declaration and the Supplemental Building Guidelines established by Supplemental Declarant for the Parcel.

C. Building Activity. Except as otherwise expressly provided in this Supplemental Declaration, no improvements, Residential Units, alterations, repairs, change of colors, excavations, changes in grade, planting, signage or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Supplemental Declarant to another Owner including, but not limited to, (i) construction, erection or alteration of any Residential Unit, Structure, other building, fixture, recreational equipment, fence, wall, parking area, pools, hot tubs or other Structure on a Lot or (ii) any plantings, other landscaping signage or exterior lighting on a Lot, shall be made or done without the prior approval of the Development Standards and Architectural Control Committee of a Lot Development Plan therefore. Prior to commencement by any Owner other than Supplemental Declarant of any Building Activity, a Lot Development Plan with respect thereto shall be submitted to the Development Standards and

Architectural Control Committee, and no Building Activity shall be commenced or continued by any Person other than Supplemental Declarant without the prior written approval of the Development Standards and Architectural Control Committee of a Lot Development Plan relating to such Building Activity. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits or variances required by law from governmental authorities having jurisdiction over the Parcel, and no Owner shall undertake any Building Activity within the Parcel unless all legal requirements have been satisfied. Approval by the Development Standards and Architectural Control Committee of a Lot Development Plan shall not be deemed to imply compliance with approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Parcel. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Development Standards and Architectural Control Committee. As used in this Section 7(C), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

D. Procedures. In the event the Development Standards and Architectural Control Committee fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such plan has been duly filed with the Development Standards and Architectural Control Committee in accordance with procedures established by Supplemental Declarant, the Lot Development Plan shall be deemed denied. A decision of the Development Standards and Architectural Control Committee (including a denial resulting from the failure of such Development Standards and Architectural Control Committee to act on the plan within the specified period) may be appealed to the Supplemental Board which may reverse or modify such decision (including approving a Lot Development Plan deemed denied by the failure of the Development Standards and Architectural Control Committee to act on such plan within the specified period) by a majority vote of the Supplemental Board.

E. Building Requirements and Guidelines. The Owners of Lots in the Parcel shall at all times comply with this Supplemental Declaration and the Supplemental Building Guidelines adopted by the Supplemental Declarant or the Development Standards and Architectural Control Committee. The Development Standards and Architectural Control Committee shall have the power to establish and modify from time to time such Supplemental Building Guidelines, written architectural, landscaping, lighting, fencing, recreational facility and signage design guidelines and standards as it may deem appropriate to achieve the purpose set forth in this Section 7 to the extent that such design guidelines and standards are supplemental and in addition to and not in conflict with the specific provisions of the Declaration, this Supplemental Declaration, the Zoning Ordinance or the Legacy Building Guidelines. Any such guideline or standard may be appealed to the Supplemental Board which may terminate or modify such guideline or standard by a majority vote of the Supplemental Board. The Supplemental Building Guidelines may establish different standards and requirements for various Lots in the Parcel based on the size, location and use of such Lots and the improvements to be located thereon.

F. Design Consultants. The Development Standards and Architectural Control Committee may utilize the services of architects, engineers and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants are affiliated with Supplemental Declarant or a Designated Builder or may, from time to time, represent Persons filing Lot Development Plans with the Development Standards and Architectural Control Committee.

G. Existing Violations of Supplemental Declaration. The Development Standards and Architectural Control Committee shall not be required to consider any Lot Development Plan submitted by an Owner who is, at the time of submission of such Lot Development Plan, in violation of the requirements of the Declaration, this Supplemental Declaration or the provisions of the Zoning Ordinance, unless such Owner submits to the Development Standards and Architectural Control Committee with such Lot Development Plan an irrevocable agreement and undertaking (with such surety as the Supplemental Board may reasonably require) to remove from the Owner's Lot any improvements, landscaping, exterior lighting or signage constructed and/or installed prior to the submission of a Lot Development Plan (or constructed and/or installed in violation of a previously approved Lot Development Plan) to the extent any such previously constructed or installed improvement, landscaping, exterior lighting or signage is not subsequently approved by the Development Standards and Architectural Control Committee. The Development Standards and Architectural Control Committee shall have the power to recommend to the Supplemental Board that the Supplemental Association assess an Architectural Control Assessment against any owner who fails to comply with the requirements of this Supplemental Declaration, the Declaration, or the provisions of the Zoning Ordinance. Under no circumstance shall any action or inaction of the Development Standards and Architectural Control Committee be deemed to be unreasonable, arbitrary or capricious if, at the time of such decision, the Person having submitted a Lot Development Plan for approval by the Development Standards and Architectural Control Committee has violated this Supplemental Declaration, the Declaration, or the provisions of the Zoning Ordinance and such violation remains uncured.

H. Exercise of discretion. Every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by the Development Standards and Architectural Control Committee. In any judicial proceeding challenging a determination by the Development Standards and Architectural Control Committee and in any action initiated to enforce this Supplemental Declaration to which an abuse of discretion by the Development Standards and Architectural Control Committee is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Development Standards and Architectural Control Committee, could only conclude that such determination constituted an abuse of discretion.

I. Liability of Development Standards and Architectural Control Committee.

Neither the Development Standards and Architectural Control Committee, nor any member or agent thereof, nor the Supplemental Declarant nor the Supplemental Board shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Development Standards and Architectural Control Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to (i) the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or (ii) compliance with any applicable laws, statutes, rules, regulations, including, without limitation, the ordinances of the Zoning Authority.

J. Construction. All Building Activity shall be undertaken and completed

strictly in accordance with the Supplemental Building Guidelines and the Lot Development Plan approved by the Development Standards and Architectural Control Committee. Unless a delay is caused by strikes, war, court injunction, or acts of God, or unless the subject Owner has applied for and obtained from the Supplemental Board an extension of time which the Supplemental Board in its discretion may grant, the Owner of any Lot which on the date of purchase from Supplemental Declarant is not improved shall commence construction of such Residential Unit upon the Lot within one (1) year from the date the Owner acquired title thereto and shall complete construction thereof within two (2) years after the date of commencement of the building process. Without limiting the foregoing, once commenced, all construction shall be diligently pursued to completion. If the Owner fails to commence or complete such construction within the time periods specified herein, or if the Owner should, without Supplemental Declarant's written approval, sell, contract to sell, convey, or otherwise dispose of, or attempt to sell, convey or otherwise dispose of, the Lot before completion of such construction then, in any of such events, Supplemental Declarant may:

1. Obtain injunctive relief to force the Owner to proceed with such construction which has been approved by the Development Standards and Architectural Control Committee upon application by such Owner; or,
2. Pursue such other remedies at law or in equity as may be available to Supplemental Declarant.

K. Application. The failure of the Owner of a Lot to apply for approval of, or

receive approval from, the Development Standards and Architectural Control Committee of a Lot Development Plan shall not relieve such Owners from his obligation to complete such construction upon the Lot within the time period specified herein. For the purposes of Section 7(K), construction will be deemed "completed" when the exterior of the subject Structure (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway, landscaping and yard light) has been completed in conformity with the Lot Development Plan.

L. Inspection. The Development Standards and Architectural Control Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

Section 8. Covenants and Restrictions

A. Land Use. Lots may be used only for single-family residential purposes and only one Residential Unit, not to exceed the maximum height permitted by and measured pursuant to the Applicable Laws, may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residential Units, located in any particular platted area, than the number of Lots depicted on the Plat of such area.

B. Address Identification. The numbers representing the address of each Residential Unit will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Development Standards and Architectural Control Committee.

C. Lighting. All homes will have exterior lights in compliance with the Guidelines, or as otherwise approved by the Development Standards and Architectural Control Committee. In the Supplemental Declarant's sole discretion, street lights may be installed by Supplemental Declarant in the utility easements on Lots, in the Common Areas, and in public rights-of-way. Until the Parcel Applicable Date, and in the Supplemental Declarant's sole discretion, street lights may be operated and maintained by the Supplemental Association. After the Parcel Applicable Date, the Supplemental Association shall have the right to remove street lights deemed no longer necessary by the Supplemental Board.

D. Temporary Residential Units. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling or Residential Unit, temporary or permanent, nor may any structure of a temporary character be used as a dwelling or Residential Unit. No temporary structure, trailer, or other outbuilding shall be placed or erected on any Lot, except by Supplemental Declarant or a Designated Builder. Any such temporary structure, trailer, garage, or other outbuilding shall be removed immediately upon completion of the primary Residential Unit.

E. Driveways. All driveways in the Parcel shall be concrete in material, unless otherwise approved by the Development Standards and Architectural Control Committee.

F. Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, or other charges lawfully established with respect to connections thereto.

G. Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the municipality or local governmental board having jurisdiction, "Drainage Easements" shall exist in drainage swales and shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

H. Signs. Except for such signs as Supplemental Declarant may in its sole discretion display or allow a Designated Builder to display in connection with the identification of development of the Parcel and the sale of Lots therein, no sign of any kind shall be displayed to the public view of any Lot except that one (1) sign of not more than four (4) square feet may be displayed by an Owner at any time for the purpose of advertising Lot or Residential Unit thereon for sale.

I. Fencing. This subsection is applicable to all Lots except those Lots which are used for a sales office or model home by the Supplemental Declarant or a Designated Builder. No fence, wall, hedge, or shrub planting higher than eighteen (18) inches shall be permitted between the front Parcel line and the front building set back line except where such planting is part of Residential Unit landscaping approved by the Development Standards and Architectural Control Committee and the prime root thereof is within six (6) feet of the Residential Unit. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". All plans for approval of fencing which are submitted to the Development Standards and Architectural Control Committee shall identify all corners of the subject Lot, as determined by a licensed surveyor, and the Lot Owner shall be responsible for installing the fence in accordance with the approved plans. All fencing on a Lot shall be uniform in height, style, and color and substantially similar in material. No fence or wall shall be erected or maintained on or within any Landscape Easement except such as may be installed by Supplemental Declarant and subsequently replaced by the Supplemental Association in such manner as to preserve the uniformity of such fence or wall. No fence may be erected on a Lot without prior approval of the Development Standards and Architectural Control Committee, which shall approve or disapprove the location of all fences. The Development Standards and Architectural Control Committee may establish further restrictions and design standards with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Pond. All fences shall be kept in good repair. Each Owner shall properly maintain, mow, and trim grass on all portions of such Owner's Lot, including the portions of the Lot located on the other side of a fence installed upon such Lot.

J. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood hereby established. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner, the Supplemental Declarant, and/or the Supplemental Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner, the Supplemental Declarant, or the Supplemental Association of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

K. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except for a period of time not more than 24 hours prior to the removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

L. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners. Unless permitted by the Supplemental Board, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, and so on) shall be permitted to exist in a Residential Unit or on a Lot without the unanimous consent of the Development Standards and Architectural Control Committee and the Supplemental Board; provided, however, that the decision of the Supplemental Board to permit such animal or animals may be overturned by a majority vote of the members at any meeting.

M. Outside Burning. No trash leaves, or other materials shall be burned upon a Lot unless the smoke therefrom will not blow upon any other Lot. Owners shall use appropriate incinerators and shall at all times be in compliance with all applicable legal requirements for outside burning.

N. Antennae Systems. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Development Standards and Architectural Control Committee. The Development Standards and Architectural Control Committee may adopt rules for the installation of such antennae and/or satellite systems, which rules shall require that

antennae and satellite dishes be placed as inconspicuously as possible and only when fully screened from public view on the Lot, sides or rear of the Residential Unit. It is the intent of this provision that the Development Standards and Architectural Control Committee shall be able to strictly regulate exterior antennae and satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Development Standards and Architectural Control Committee conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

O. Exterior Lights. Except on Lots on which there is maintained a sales office or model home by the Supplemental Declarant or a Designated Builder, no exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

P. Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Q. Supplemental Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Supplemental Declaration, the Supplemental Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The corresponding costs incurred by the Supplemental Association shall be assessed to the Owner and shall constitute a lien on such Owner's Lot. The Owner of such Lot shall reimburse the Supplemental Association within thirty (30) days of the date on which the Owner is invoiced by the Supplemental Association. The Supplemental Association shall have the right to collect any amounts due and owing under this Section 7(Q) in the same manner as assessments are collected per the terms of Section 6 of this Supplemental Declaration, together with reasonable attorney's fees and costs of collection. Neither the Supplemental Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

R. Awnings. Except on Lots on which there is maintained a sales office or model home by the Supplemental Declarant, or as approved by the Development Standards and Architectural Control Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers are permitted anywhere on the Parcel.

S. Diligence in Construction. Subject to inclement weather, every Residential Unit shall be completed within fifteen (15) months after the commencement of the construction thereof. For cause shown, this fifteen (15) month period may be extended by the Development Standards and Architectural Control Committee. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to

remain in such state for more than three (3) months after the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

T. HVAC Residential Units. All heat pumps, air conditioning Residential Units or gas meters shall be installed along the side elevations of the Residential Unit or the rear elevation of the Residential Unit and, if installed along the side elevation, shall be (i) set back at least fifteen (15) feet from the front elevation and (ii) screened from view in accordance with a landscape plan approved by the Development Standards and Architectural Control Committee.

U. Pond and Pond Area(s). Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Supplemental Association, subject to the rights of the Supplemental Declarant, the Supplemental Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management, except as provided in this Supplemental Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Parcel, unless expressly and specifically approved by the Supplemental Board in writing and allowed by law. Ponds and Pond Areas may or may not exist on the Parcel, and the reference throughout this Supplemental Declaration to Ponds and Pond Areas is made in order to address Ponds and Pond Areas, if any, which now exist or are later constructed upon the Parcel. The installation on the Parcel of any Pond or Pond Area shall be within the sole discretion of the Supplemental Declarant, and under no circumstances shall the Supplemental Declarant be required or obligated to install any Pond or Pond Area. Only the Supplemental Declarant and the Supplemental Association shall have the right to store items or develop recreational facilities upon any Limited Common Area including, without limitation, Limited Common Areas on which a Pond exists.

V. Mailboxes. All mailboxes and posts must be approved by the Development Standards and Architectural Control Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The Designated Builder shall install the initial mailbox for each Lot, meeting the above criteria, at the Lot Owner's expense. The Owner shall, at the Owner's expense, maintain, repair, replace and paint said mailbox and post in conformance with all other mailboxes.

W. Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such Owner shall:

1. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Additionally, all

Lots shall be free of weeds and properly irrigated in order to maintain a good and healthy appearance;

2. Remove all debris or rubbish from the Lot;
3. Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Parcel;
4. Cut down and remove dead trees from the Lot; and,
5. The Owner shall landscape the Lot in accordance with the provisions set forth in this Supplemental Declaration and the Owner's lot development plan approved by the Development Standards and Architectural Control Committee. (i) within thirty (30) days after such approval, subject to force majeure and inclement weather or (ii) by an alternate date approved by the Development Standards and Architectural Control Committee.

X. Clothes Lines. No clotheslines may be erected on any Lot.

Y. Outbuildings and Animal Quarters. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, animal quarters, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Supplemental Declarant's, Designated Builder's or Supplemental Association's business or activities upon the Parcel; provided, however, that a pool house which (i) is used for changing and/or showering but not as sleeping quarters, (ii) is constructed on a foundation with footers (iii) is architecturally consistent with and uses the same exterior building materials as the Residential Unit and (iv) is approved by the Development Standards and Architectural Control Committee shall be allowed. Animal quarters or kennels which are connected to the Residential Unit must be approved by the Development Standards and Architectural Control Committee.

Z. Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, swing and slide sets, and trampolines shall not require approval by the Development Standards and Architectural Control Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the Residential Unit into the rear yard of the Lot, and (iii) any swing and slide sets are constructed of wood. Metal swing and slide sets are prohibited. Prior approval by the Development Standards and Architectural Control Committee of the design, location, color, material and use of any equipment greater than eight (8) feet in height shall be required, and aluminum or metal play equipment is prohibited.

AA. Plumbing. All plumbing vent stacks are to be located on the rear of the Residential Unit unless an alternative location is approved by the Development Standards and Architectural Control Committee.

BB. Subsurface Drains and Sump Pump Discharges. Subsurface drains may have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Designated Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

1. The areas of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

2. In cases where subsurface drain laterals are connected along a common Parcel line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

3. Any Owner or Designated Builder damaging, changing, or altering these subsurface drains or common subsurface drain laterals shall be responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Supplemental Declarant or the Supplemental Association may cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owner(s) and/or Designated Builder(s) for immediate payment. If immediate payment is not received, the amount owed shall be a lien on the subject Lot and Residential Unit and the Supplemental Declarant and/or the Supplemental Association shall have all the rights and remedies to collect any outstanding amounts as outlined in Section 6 of this Supplemental Declaration.

CC. Swimming Pools and Hot Tubs. Only permanent, in-ground, professionally constructed pools, which are approved by the Development Standards and Architectural Control Committee, shall be permitted upon a Lot. All submittals to the Development Standards and Architectural Control Committee shall include landscape plans. All backyard pools shall be oriented to minimize the potential affect on neighboring Lots, shall be enclosed by a fence which obstructs unauthorized access or shall have an automatic pool cover, and shall comply with all other Applicable Laws. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Development Standards and Architectural Control Committee approvals. Hot Tubs must also be approved by the Development Standards and Architectural Control Committee.

DD. Tennis Courts, Racquetball Courts, Paddleball Courts and so on. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities are not permitted without the prior approval from the Development Standards and Architectural Control Committee; provided, however, that basketball goals may be installed on a Lot adjacent to driveway without Development Standards and Architectural Control Committee approval so long as they are permanent and have clear fiberglass or glass backboards supported by black posts. All submittals to the Development Standards and Architectural Control Committee shall include landscape plans. Independent basketball courts may not be constructed on a Lot without written Development Standards and Architectural Control Committee approval. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residential Unit or garage. Lighted courts of any kind are prohibited. Temporary or portable basketball courts will not be permitted.

EE. Vents. All metal and PVC roof or range vents shall be painted to blend with roof color.

FF. Windows-Doors. If storm doors are installed, they must be painted to match exterior of the Residential Unit, and must be approved by the Development Standards and Architectural Control Committee. No unfinished aluminum doors or windows are allowed. All curtains, blinds or other window coverings shall be tasteful and commensurate with the architecture, design and appearance of Residential Units on the Parcel.

GG. Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Supplemental Declarant in the Supplemental Declarant's sole discretion. Such decorative street signs, if any, shall be maintained by the Supplemental Association, and shall be repaired or replaced by the Supplemental Association, if damaged, in accordance with Applicable Laws.

HH. Fuel Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, are prohibited.

II. Garbage and Other Refuse. No Lot Owner in the Parcel shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost, on such Owner's Lot.

JJ. Home Occupations. No Lot or Lots shall be used by an Owner, other than a Designated Builder or Supplemental Declarant, for any purpose other than as a single-family Residential Unit, except that a home occupation, that satisfies all requirements of all Applicable Laws, may be permitted provided that, in addition to the requirements of Applicable Laws, any such Owner's use is conducted entirely within the Residential Unit and participated in solely by a member of the immediate family residing in said Residential Unit, and is clearly incidental and secondary to the use of the Residential Unit

for dwelling purposes and does not change the character thereof and in connection with which there is (i) no sign or display that will indicate from the exterior that the Residential Unit is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodity sold upon the premises; (iii) no person is employed other than a member of the immediate family residing in the Residential Unit; and (iv) no manufacture or assembly operations are conducted. Provided however and further, that in no event shall a child day care, barber shop, styling salon, animal hospital, any form of animal care or treatment such as dog trimming, or any other similar activities be permitted as a home occupation. The foregoing notwithstanding, the Supplemental Declarant and Designated Builders shall be permitted to operate sales trailers, model homes, and sales offices.

KK. Open Drainage Ditches and Swales. The following shall apply to open ditches and swales (ditches) along dedicated roadways or within rights of way or established drainage easements:

1. Drainage swales (ditches) along dedicated roadways or within rights-of-way or established drainage easements, shall not be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Supplemental Association. Owners must maintain these swales as grass ways or other non-eroding surfaces. Any damage to swales or drainage Residential Units must be repaired or replaced by the Owner causing such damages.

2. Any Owner or Designated Builder altering, changing, or damaging such drainage swales or ditches shall be responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, the Supplemental Declarant or the Supplemental Association may cause said repairs to be accomplished and the invoice for such repairs shall be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Supplemental Association, the amount owed, together with reasonable attorney's fees, shall be a lien on the subject Lot and Supplemental Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Section 6 of this Supplemental Declaration.

LL. Roofing Materials. The roofing materials on all Residential Units shall be of a quality, style and composition acceptable to the Development Standards and Architectural Control Committee.

MM. Solar Panels. Solar panels shall not be permitted on any Residential Unit unless the solar panel is approved by the Development Standards and Architectural Control Committee. The Development Standards and Architectural Control Committee, in reviewing a request for a solar panel, shall consider landscaping, location, size, aesthetics, and the visibility of the solar panel.

NN. Parking of Larger Vehicles. Trucks one (1) ton or larger in size, campers, trailer, motor homes, RVs, boats, snowmobiles, jet ski or similar vehicles shall not remain on any driveway or Lot, except within a closed garage, for more than twelve (12) consecutive hours within any one hundred twenty (120) hour period.

OO. Outside Storage. There shall be no outside storage of commercial trucks, trailers, boats, inoperable vehicles, equipment, or fuel tanks.

PP. Wells. Water wells, which are approved by the Development Standards and Architectural Control Committee and may be used only for irrigating lawns and landscaping, may be drilled on Lots and Limited Common Areas so long as the water from such wells will not discolor sidewalks or concrete and, in the event of such discoloration, the responsible Owner shall be liable and responsible for all clean-up costs. All wells must comply with all Applicable Laws. All well equipment, tanks, pumps and other related infrastructure shall be underground. Well heads shall not be located in front yards or side yards, and shall be properly screened and landscaped.

QQ. Occupancy or Residential Unit Use of Partially Completed Residential Unit Prohibited. No Residential Unit constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy therefore has been issued.

RR. Sidewalks. Owners, at their expense, shall be responsible for installing sidewalks along and within the segment of the Street adjacent to their Lot.

SS. Construction and Landscaping; Time Requirements; Divestiture; Penalties. All construction upon, landscaping of, and other improvements to a Lot shall be completed strictly in accordance with a Lot development plan approved by the Development Standards and Architectural Control Committee. All landscaping specified on the landscaping plan approved by the Development Standards and Architectural Control Committee shall be installed on the Lot strictly in accordance with such approved plan within sixty (60) days following substantial completion of the Residential Unit, unless delayed due to adverse weather conditions.

TT. Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

Section 9. Use and Ownership of Limited Common Area

A. Ownership. A license, upon such terms, conditions, rules and regulations as the Supplemental Board, shall from time to time promulgate, for the use and enjoyment of the Limited Common Areas, is hereby granted to the Owners and their family, guests, tenants or contract purchasers. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Limited Common Areas, which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot.

B. Use. All Limited Common Areas shall be used for such purposes deemed appropriate by the Supplemental Declarant until after the Parcel Applicable Date and after the Parcel Applicable Date, all Limited Common Areas shall be used for such purposes as deemed appropriate by the Supplemental Association.

C. Non-dedication. Neither the Supplemental Declarant's execution nor recording of the Plats nor the doing of any other act by the Supplemental Declarant is, or is intended to become or shall be construed as, a dedication to the public of any Limited Common Area including, without limitation, the Amenity Area.

Section 10. General Community Rules.

A. Binding Nature. Each Lot shall be subject to the guidelines, rules, regulations and procedures adopted by the Corporation, the Supplemental Association or any instrumentality thereof in accordance with the authority granted by the Declaration and this Supplemental Declaration.

B. Rule-Making Authority. The Development Standards and Architectural Control Committee may adopt general rules and regulations relating to the use and enjoyment of the Parcel appropriate to the maintenance of the Parcel as a first-class mixed-use business, retail and residential development; provided, however, that such rules and regulations must be uniform and equally applicable to all Owners within the Parcel. Such general rules may be amended by a majority vote of the Development Standards and Architectural Control Committee. Subsequent to the Parcel Applicable Date, any such amendment may be made only after a meeting of the Supplemental Board of which due notice to all affected Owners has been provided, and if such amendments are approved by a majority vote of the Supplemental Board. All general rules and any subsequent amendments thereto shall constitute Restrictions.

Section. 11. Borrowing and Contractual Limitations.

A. Approval of Certain Contracts; Meeting; Vote by the Members. The Supplemental Board may not enter into any contract that would result in a Special Assessment or the increase in the existing Parcel General Assessment, payable by the affected Owner, in the amount of more than five hundred dollars (\$500.00) per year for each affected Owner unless: (1) the Board holds at least two (2) Supplemental Association meetings of the Members concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Members. The Supplemental Board shall give notice of the first such Association meeting to each Member of the Supplemental Association at least ten (10) calendar days before the date the meeting occurs. The provisions in this subparagraph (A) do not apply to a contract entered into by a Supplemental Board that would resolve, settle, or otherwise satisfy an act of enforcement against the Supplemental Association for violating a state or local law.

B. **Borrowing Money; Approval by the Members.** The Supplemental Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of:

- (1) five thousand dollars (\$5,000.00) during any calendar year; or
- (2) if the Supplemental Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association;

unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this subparagraph (B) shall apply to money borrowed by the Association that is needed to: (1) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (2) address an emergency that affects the public health, safety, or welfare.

Section 12. Grievance Procedure. The following grievance procedure shall apply to disputes or claims other than Exempt Claims (defined below):

A. **Composition and Term of Grievance Committee.** The Supplemental Board shall establish a Grievance Committee consisting of three (3) persons, each of whom must be a Member who is not on the Supplemental Board or on the Development Standards and Architectural Control Committee. The term of office for each Member on the Grievance Committee shall be for not more than one (1) year, and may be staggered as the Board deems appropriate. The members of the Grievance Committee shall select among themselves a chair member, who shall lead the meetings of the Grievance Committee but who shall have no greater authority than any other Member on the Grievance Committee. The Supplemental Board shall notify all Members of the identities of the members of the Grievance Committee, including its chair.

B. **Purpose.** The purpose of the Grievance Committee shall be to receive complaints and disputes, other than Exempt Claims (defined below) by and between (i) two or more Members, whether arising out of a purported breach of the restrictions set forth in the Supplemental Declaration in the use of a particular Lot or Lots, or otherwise; and (ii) one or more Members and the Supplemental Association.

C. **Meetings of the Grievance Committee.** Although the Grievance Committee may meet without all members of the Grievance Committee present, it may only act if two members of the Grievance Committee are present. The Grievance Committee shall not be required to meet more than once per calendar month.

D. Authority and Procedure. The Grievance Committee's authority shall be limited to the informal mediation of the matters that may come before it, but the Grievance Committee shall have no authority to render legally binding decisions upon those that come before it. Individuals shall submit matters to be presented to the Grievance Committee in writing to either the chair of the Grievance Committee or the President of the Board. Individual meetings of the Grievance Committee shall be conducted using Roberts Rules of Order or other procedures the Grievance Committee may adopt in writing from time to time. Minutes from the meetings of the Grievance Committee shall be delivered to the Secretary of the Board for inclusion in the records of the Supplemental Association.

E. Conflict of Interest. A member of the Grievance Committee shall have a conflict of interest if such member has a direct financial interest in the outcome of the subject grievance procedure or if such member determines, in such member's sole discretion, that he or she is biased or prejudiced with respect to the subject grievance. In the event of a conflict of interest involving one member of the Grievance Committee, the other two members of the Grievance Committee shall act on behalf of the committee. If two or more members of the Grievance Committee have a conflict of interest, the Grievance Committee shall so notify the Board and the Board shall appoint replacements for the limited purpose of hearing that particular matter.

F. Consultation with Manager. The Grievance Committee may consult with the Manager on any complaints and disputes except for those referenced in subsection (E), above, and may invite the Manager to attend or otherwise participate in the meetings of the Grievance Committee.

G. Exempt Claims. Claims regarding any of the following (collectively the "Exempt Claims") are exempt from this Section 12 and, as such, shall not be heard by the Grievance Committee:

1. Claims relating to determinations by the or matters delegated by this Supplemental Declaration to the Development Standards and Architectural Control Committee ;
2. The Supplemental Association's Claim for Assessments and any action by the Supplemental Association to collect Assessments;
3. Claims arising out of or pertaining to any matter made the subject of litigation pending in or concluded by a court of competent jurisdiction.

H. Litigation. Claimants shall not, as a condition to the commencement of litigation, be required to first commence, follow or conclude the Grievance procedures set forth in this Section 12, and the determinations of the Grievance Committee regarding any particular claim shall not be legally binding upon the parties to such claim or prevent the parties from initiating litigation regarding such claim. If litigation regarding a claim

is commenced (i) prior to the filing of a claim with the Grievance Committee or (ii) while the Grievance Committee is hearing a pending claim, then the Grievance Committee shall discontinue its process regarding such claim.

I. Release. All Members and any and all Claimants, by filing a claim with the Grievance Committee or by participating in the Grievance Procedure set forth above, hereby release the Supplemental Declarant, the Supplemental Association, the Supplemental Board, the officers of the Supplemental Association, the Grievance Committee and the members of the Grievance Committee from any and all determinations of and actions by the Grievance Committee.

Section 13. Amendments.

A. Generally. This Supplemental Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Supplemental Association acting pursuant to authority granted by not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purpose of amending this Supplemental Declaration and, in addition, a majority of the Supplemental Board in its discretion and (ii) to the extent required by Section 23 of the Declaration, the Declarant in its discretion.

B. By Supplemental Declarant. The Supplemental Declarant hereby reserves the right and shall be entitled in its sole discretion, prior to the Parcel Applicable Date, to unilaterally amend and revise any of the provisions, standards, covenants and restrictions contained in this Supplemental Declaration. Such amendments shall be in writing and shall be recorded with the Recorder of Hamilton County, Indiana.

Section 14. Enforcement. The right to enforce each of the foregoing Restrictions by injunction or other lawful means, together with the right to cause the removal by due process of law of improvements and Residential Units erected or maintained in violation thereof is reserved to the Declarant, the Corporation, the Supplemental Declarant, the Supplemental Association, the Development Standards and Architectural Control Committee, the Owners of the Lots in the Parcel, their heirs and assigns, and to the Zoning Authority, their successors and assigns, who are entitled to such relief without being required to show any damage of any kind by or through any such violation or attempted violation. Under no circumstances shall the Declarant, Corporation, Supplemental Declarant, the Supplemental Association or the Development Standards and Architectural Control Committee be liable for damages of any kind to any Person for failure to abide by, enforce or carry out any provision or provisions of this Supplemental Declaration.

Section 15. Severability. Invalidity of any of the covenants and restrictions in this Supplemental Declaration or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

Section 16. Non-Liability of Supplemental Declarant. The Supplemental Declarant shall not have any duties, obligations, or liabilities hereunder except such as are expressly assumed by the Supplemental Declarant and no duty of, or warranty by, the Supplemental Declarant shall be implied by or inferred from any term or provision of this Supplemental Declaration.

Section 17. General Provisions. Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until January 1, 2070, at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners of Lots in the Parcel it is agreed that these Restrictions shall terminate in whole or in part.

Section 18. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Supplemental Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America.

(Signature page follows)

Falcon Nest II, LLC, an Indiana
limited liability company,

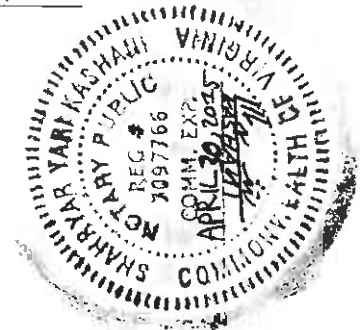
COMMONWEALTH
OF

WITNESS my hand and Notarial Seal this 18th day of December, 2012.

APRIL 30, 2015

My County of Residence: FAIRFAX

SHAHRYAR YARI KASHANI
(Printed Signature)



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EXHIBIT "A"

(Real Estate)

A part of the Northwest Quarter of Section 23, Township 18 North, Range 4 East, and part of the East Half of the Northeast Quarter of Section 22, Township 18 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter Section; thence South 00 degrees 07 minutes 15 seconds East (Assumed Bearing) along the West line of said Quarter Section a distance of 99.33 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 58 minutes 25 seconds East 22.77 feet; thence South 89 degrees 22 minutes 08 seconds East 103.23 feet; thence South 83 degrees 58 minutes 30 seconds East 54.30 feet; thence South 00 degrees 00 minutes 00 seconds East 109.86 feet; thence South 90 degrees 00 minutes 00 seconds West 179.75 feet to the East line of the East Half of the Northeast Quarter of said Section 22; thence continuing South 90 degrees 00 minutes 00 seconds West 402.75 feet; thence South 00 degrees 00 minutes 00 seconds East 500.00 feet; thence North 90 degrees 00 minutes 00 seconds East 35.00 feet; thence South 00 degrees 00 minutes 00 seconds East 200.00 feet; thence South 90 degrees 00 minutes 00 seconds West 90.00 feet; thence South 00 degrees 00 minutes 00 seconds East 145.00 feet; thence South 90 degrees 00 minutes 00 seconds West 177.50 feet; thence South 00 degrees 00 minutes 00 seconds East 39.22 feet; thence South 90 degrees 00 minutes 00 seconds West 145.00 feet; thence North 00 degrees 00 minutes 00 seconds East 84.22 feet; thence South 90 degrees 00 minutes 00 seconds West 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East 234.22 feet to a point on a curve concave southwesterly, the radius point of said curve being North 90 degrees 00 minutes 00 seconds West 10.00 feet from said point; thence northwesterly along said curve 15.71 feet to a point on said curve, said point being North 00 degrees 00 minutes 00 seconds East 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 95.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 00 degrees 00 minutes 00 seconds West 10.00 feet from said point; thence southwesterly along said curve 15.71 feet to the point of tangency of said curve, said point being South 90 degrees 00 minutes 00 seconds West 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 50.00 feet to a point on a curve concave southwesterly, the radius point of said curve being North 90 degrees 00 minutes 00 seconds West 10.00 feet from said point; thence northwesterly along said curve 15.71 feet to a point on said curve, said point being North 00 degrees 00 minutes 00 seconds East 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 260.72 feet to the West line of the East Half of the Northeast Quarter of said Section 22; thence North 00 degrees 03 minutes 48 seconds West along said West line a distance of 1,171.83 feet; thence South 89 degrees 46 minutes 32 seconds East 117.55 feet; thence South 88 degrees 35 minutes 16 seconds East 12.24 feet; thence

South 88 degrees 42 minutes 45 seconds East 20.41 feet; thence South 88 degrees 44 minutes 17 seconds East 56.52 feet; thence South 88 degrees 23 minutes 04 seconds East 15.80 feet; thence South 84 degrees 48 minutes 27 seconds East 173.52 feet; thence South 88 degrees 44 minutes 54 seconds East 171.13 feet; thence South 86 degrees 51 minutes 09 seconds East 45.84 feet; thence South 87 degrees 55 minutes 37 seconds East 99.38 feet; thence South 88 degrees 29 minutes 08 seconds East 77.44 feet; thence South 89 degrees 33 minutes 55 seconds East 140.45 feet; thence North 89 degrees 52 minutes 26 seconds East 274.73 feet; thence North 89 degrees 58 minutes 25 seconds East 112.95 feet to the East line of the East Half of the Northeast Quarter of said Section 22 and place of beginning, containing 23.834 acres, more or less.

EXHIBIT "B"

(Additional Real Estate)

A part of the West Half of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 23, Township 18 North, Range 4 East, and part of the East Half of the Northeast Quarter of Section 22, Township 18 N, Range 4 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said West Half of the Northwest Quarter Section; thence South 00 degrees 07 minutes 15 seconds East (Assumed Bearing) along the West line of said Half Quarter Section, a distance of 99.33 feet; thence North 89 degrees 58 minutes 25 seconds East 22.77 feet; thence South 89 degrees 22 minutes 08 seconds East 103.23 feet; thence South 83 degrees 58 minutes 30 seconds East 54.30 feet; thence South 00 degrees 00 minutes 00 seconds East 109.86 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 00 minutes 00 seconds East along said line, a distance of 405.68 feet; thence South 18 degrees 26 minutes 06 seconds West 316.23 feet; thence South 00 degrees 00 minutes 00 seconds East 535.79 feet; thence South 39 degrees 34 minutes 22 seconds West 83.20 feet; thence South 00 degrees 00 minutes 00 seconds East 540.50 feet; thence South 90 degrees 00 minutes 00 seconds West 167.00 feet; thence South 00 degrees 00 minutes 00 seconds East 391.85 feet to a point on a curve concave southerly, the radius point of said curve being South 03 degrees 43 minutes 44 seconds West 407.00 feet from said point; thence easterly along said curve 31.26 feet to the point of tangency of said curve, said point being North 08 degrees 07 minutes 45 seconds East 407.00 feet from the radius point of said curve; thence South 81 degrees 51 minutes 57 seconds East 151.76 feet to a point on a curve concave northerly, the radius point of said curve being North 08 degrees 07 minutes 44 seconds East 443.00 feet from said point; thence easterly along said curve 62.85 feet to the point of tangency of said curve, said point being South 00 degrees 00 minutes 00 seconds West 443.00 feet from the radius point of said curve; thence North 90 degrees 00 minutes 00 seconds East 109.78 feet; thence South 00 degrees 00 minutes 00 seconds East 65.30 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 90 degrees 00 minutes 00 seconds West 75.00 feet from said point; thence southerly along said curve 3.98 feet to the point of tangency of said curve, said point being South 86 degrees 57 minutes 27 seconds East 75.00 feet from the radius point of said curve; thence South 86 degrees 57 minutes 27 seconds East 50.00 feet to a point on a curve concave southeasterly, the radius point of said curve being South 86 degrees 57 minutes 27 seconds East 20.00 feet from said point; thence northeasterly along said curve 30.35 feet to the point of tangency of said curve, said point being North 00 degrees 00 minutes 00 seconds West 20.00 feet from the radius point of said curve; thence North 90 degrees 00 minutes 00 seconds East 42.95 feet; thence South 00 degrees 00 minutes 00 seconds East 135.00 feet; thence continuing South 00 degrees 00 minutes 00 seconds East along said line, a distance of 43.16 feet; thence North 90 degrees 00 minutes 00 seconds East 39.48 feet; thence South 00 degrees 00 minutes 00 seconds East 295.00 feet; thence continuing South 00 degrees 00 minutes 00 seconds East along said line, a distance of 51.00 feet; thence continuing South 00 degrees 00 minutes 00 seconds East along said line, a distance of 707.65 feet; thence continuing South 00 degrees 00 minutes 00 seconds East along said line, a distance of 0.01 feet; thence North 89 degrees 45 minutes 37 seconds West 366.46 feet a point on the West line of the Southwest Quarter of

aforesaid Section 23; thence North 00 degrees 19 minutes 58 seconds East 1,112.50 feet along said West line to the Northwest corner of the Northwest Quarter of said Section 23; thence South 89 degrees 37 minutes 22 seconds West along the South line of the Southeast Quarter of the Northeast Quarter of aforesaid Section 22, a distance of 1,320.15 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 03 minutes 48 seconds West along the West line of said Quarter Quarter Section 1,246.48 feet; thence North 90 degrees 00 minutes 00 seconds East 260.72 feet to a point on a curve concave northeasterly, the radius point of said curve being South 90 degrees 00 minutes 00 seconds East 10.00 feet from said point; thence southeasterly along said curve 15.71 feet to a point on said curve, said point being South 00 degrees 00 minutes 00 seconds East 10.00 feet from the radius point of said curve; thence North 90 degrees 00 minutes 00 seconds East 50.00 to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 00 degrees 00 minutes 00 seconds East 10.00 feet from said point; thence northeasterly along said curve 15.71 feet to the point of tangency of said curve, said point being North 90 degrees 00 minutes 00 seconds East 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 95.00 feet to a point on a curve concave northeasterly, the radius point of said curve being South 90 degrees 00 minutes 00 seconds East 10.00 feet from said point; thence southeasterly along said curve 15.71 feet to a point on said curve, said point being South 00 degrees 00 minutes 00 seconds West 10.00 feet from the radius point of said curve; thence North 00 degrees 00 minutes 00 seconds West 234.22 feet; thence North 90 degrees 00 minutes 00 seconds East 100.00 feet; thence South 00 degrees 00 minutes 00 seconds West 84.22 feet; thence North 90 degrees 00 minutes 00 seconds East 145.00 feet; thence North 00 degrees 00 minutes 00 seconds West 39.22 feet; thence North 90 degrees 00 minutes 00 seconds East 177.50 feet; thence North 00 degrees 00 minutes 00 seconds East 145.00 feet; thence North 90 degrees 00 minutes 00 seconds East 90.00 feet; thence North 00 degrees 00 minutes 00 seconds East 200.00 feet; thence South 90 degrees 00 minutes 00 seconds West 35.00 feet; thence North 00 degrees 00 minutes 00 seconds East 500.00 feet; thence North 90 degrees 00 minutes 00 seconds East 402.75 feet; thence continuing North 90 degrees 00 minutes 00 seconds East along said line, a distance of 179.75 feet to the place of beginning, containing 67.257 acres, more or less.

Together with all real estate contiguous to the above described Additional Real Estate.