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MARION COUNTY ASSESSOR

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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GREENBROOKE

A Subdivision located in Marion County, Indiana

DEPT. OF METROPOLITAN DEVELOPMENT
DATE 10/17/13
PER LA
ADMINISTRATOR

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Cross-Reference: The Commitments Concerning the Use or Development of Real Estate Made in Connection with a Rezoning of Property or Plan Approval and attached exhibits related to 2005-ZON-126, recorded with the Office of the Recorder of Marion County, Indiana on July 28, 2006 as Instrument Number 2006-0146083, as amended by the Statement of Modification or Termination of Covenants or Commitments, recorded with the Office of the Recorder of Marion County, Indiana on October 22, 2012 as Instrument Number A201200114155.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREENBROOKE

THIS Declaration of Covenants, Conditions and Restrictions of Greenbrooke ("Declaration") is made on the _____ day of October, 2013, by Saddlebrook Development, LLC, an Indiana limited liability company, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant or its affiliate is the owner of certain real estate, located in Perry Township, Marion County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Real Estate") attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential subdivision.

WHEREAS, Declarant desires to subdivide and develop the Real Estate, as hereinafter provided.

WHEREAS, the term "Property" shall hereafter mean and refer to the Real Estate.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent

Owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees to keep, observe and comply with the terms and conditions hereof.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as Greenbrooke (hereinafter "Subdivision").

ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the GREENBROOKE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot (as hereinafter defined).

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area as defined below, and (3) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area, "C.A", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot (as hereinafter defined) to an Owner (as hereinafter defined) is described in the Plat (as hereinafter defined).

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners (as hereinafter defined) by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Declarant" means SADDLEBROOK DEVELOPMENT, LLC, an Indiana limited liability company and its successors and assigns.

Section 2.8 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot (as hereinafter defined) or any other portion of the Property.

Section 2.9 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.10 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water, which now exists or is later constructed by Declarant in a Lake Area.

Section 2.11 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.12 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.13 "Park" shall mean any portion of the Real Estate which the Declarant, in the Declarant's sole and absolute discretion designates on a Plat as a "Reservation" to be dedicated or donated to any local governmental entity, as a public park for public use or for other purposes.

Section 2.14 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented pursuant to this Declaration.

Section 2.15 "Provider" shall mean and refer to the entity or entities, which provides Provider Services (as hereinafter defined).

Section 2.16 "Provider Services" shall mean, without limitation, television, cable, computer connection and/or internet connection by line, wire, cable, fiber optic, main, duct, pipe conduit, pole, antenna, microwave, satellite dish, or wire or wireless technology.

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

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

(e) The right of the Association to mortgage any or all of the common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or

transfer signed by seventy five percent (75%) of the membership of each class of members of the Association;

(h) If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;

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

(j) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligation and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 General Drainage, Utility, Sewer and Other Development Easements. The following rights reserved in this Section shall not be exercised in conflict with the Commitments (as defined below), and after the conveyance of any Lot, shall not be exercised in any manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate

and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself and unto any public or private utility, a general easement ("General Drainage, Utility, and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas and sanitary and storm sewer, to serve any Dwelling Unit constructed on the Property; provided, however, that only those Providers which receive the Declarant's explicit written permission shall be permitted within the General Drainage, Utility, and Sewer Easement. This general Drainage, Utility, and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first

conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended plat or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

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

(f) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 3.5 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the Declarant to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, and/or sanitary or storm sewer easements, or any combination thereof (hereafter collectively "D&UE Easements"), which are hereby reserved for the non-exclusive use for such purposes by the appropriate governmental entities, public utilities, private utilities and Provider(s) for the installation and maintenance of swales, ditches, mains, ducts, poles, lines, wires, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, and for ingress and egress to accomplish such maintenance and installation; provided, however, that the only Providers which receive the Declarant's explicit written permission shall be permitted to be within the D&UE Easement. No permanent structure of any kind, including fences, patios, decks, driveways, walkways, landscaping, and trees, shall be built, erected or maintained on or within any such drainage easements, utility easements, and/or sanitary or storm sewer easements, except by the Declarant or its assigns. Purchasers of Lots in this Subdivision shall take title subject to all such easements hereby created and subject at all times to (i) the rights of proper authorities to service and maintain all such drainage, utility and sanitary or storm sewer facilities and easements and (ii) the rights of such governmental entities, public utilities, and private utilities of ingress and egress to access all said easements. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to all such easement areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. The drainage easements hereby created are reserved (i) for the use of Declarant during the Development Period, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the Property and adjoining properties and (ii) for the non-exclusive use of the Association, or any applicable governmental authority for access to and maintenance, repair and replacement of such drainage system. It shall be the responsibility of the Association and the Owners of the areas enclosed within drainage easements to maintain any drainage areas in such condition that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department of any private or public utility. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners or other land contained within the Plat upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.8 Designated Easements for Landscaping, Mounding, Screening and Signage. Within any strips of ground shown or designated on a Plat as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself and its affiliates during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots, and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected between (i) the area of any such easements and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.10 Easement Work. Notwithstanding any architectural approval under Section 6.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.8 and Section 3.9 above.

Section 3.11 No Access. There may be strips of ground designated on the Plat as "no access strips", "no access", "no access easement", "no access esmt", or by other similar language. Vehicular ingress, egress, and traveling and/or the construction of improvements for such ingress and egress and/or traveling, is prohibited on, over, or across any such strips or areas.

Section 3.12 Reservation of Right to Grant Easement. The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of land which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements, upon, under, over and across the real estate which is adjacent to the Property.

ARTICLE IV

Association Membership, Voting Rights, Board of Directors, and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members 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 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.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) December 31, 2023; or

(ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; provided, however, that the Class B Membership shall recommence in the event that the Declarant subsequently records a plat of part of or all of the Property and, by virtue thereof, the total number of votes outstanding in the Class A Membership is no longer equal to or greater than the total number of votes outstanding in the Class B Membership.

Section 4.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 4.4 Professional Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to manage or designate a Managing Agent for the Property and to perform all or any of the functions of the Association until the expiration of the Development Period. Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions, and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services. No contract or agreement for professional management of the Association, nor any

other contract between Declarant and the Association, 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 4.5 Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of six (6) months, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and/or all defaults remedied.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore (except Declarant, as more specifically provided in Section 5.6 below), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) A working capital contribution upon the sale or transfer of any Lot in the amount of Two Hundred and no/100 Dollars ($200.00), which shall be due at the time of such sale or transfer;

(b) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and

(c) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in the title unless expressly assumed by them.

Section 5.2 Purposes or Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and

replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be Four Hundred Dollars ($400.00) per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than twenty percent (20%) above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than twenty percent (20%) above the maximum Regularly Yearly Assessment for the previous year, by a vote of two-thirds (2/3) of the votes entitled to be cast by members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) So long as such action complies with I.C. § 32-25.5-3-3, the Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes entitled to be cast by those Members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed as a uniform rate for all Lots. Declarant and any individual or entity purchasing a Lot or Lots solely for the

purposes of construction of a for-sale Dwelling Unit thereon (a "Builder") shall not be obligated to pay any Regular Yearly Assessments and Special Assessments.

Section 5.7 Date of Commencement of Yearly Assessments: Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the conveyance of such Lot by the Declarant to an Owner (other than Builder), or by Builder to an Owner who is an end-user. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection periods (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and reasonable attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from

the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, mailbox, fence, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided. Satellite dishes must be approved by the Architectural Review Committee. However, there shall be no such approval of the planting of hedges, the installation of walls, fences, structures and/or other improvements prohibited by the Commitments or under Section 3.8 and 3.9 above, and any such approval shall be null and void. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, then the request for approval shall be deemed denied.

Declarant intends that the members of the Architectural Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Committee, could only conclude that such determination constituted an abuse of discretion.

The Architectural Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Neither the Architectural Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for costs, fees, damages, delays or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections on each Lot prior to proposing construction.

Section 6.3 Leasing. Any Lot may be leased by its Owner.

Section 6.4 Animals. No animals shall be kept or maintained on any Lot except domestic, household pets traditionally kept in individual residences throughout the State of Indiana. All such pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of dogs or vicious animals shall constitute a nuisance and may be ordered by the Association to be removed from the Property.

Section 6.5 Outside Storage. All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Section 6.6 Front Setback Lines. Front Building lines are hereby established as shown on the Plat. Between such Front Building lines and the right-of-ways lines there shall be erected, placed or altered no structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.7 Side and Rear Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances, subject to variances granted to Declarant by applicable zoning authorities.

Section 6.8 Temporary Structures and Outbuildings. No tent, shack, basement (other than as part of a Dwelling Unit constructed on a Lot), detached garage, barn, storage shed, mini-storage barn or other out-building shall be erected, placed, or constructed upon any Lot.

Section 6.9 Motor Vehicle Repairs. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

Section 6.10 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on an Lot by this

Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot. Nothing which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Subdivision or which result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation shall be permitted in the Subdivision. Without limiting the generality of the foregoing provisions, no horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Subdivision. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision shall be liable to the Association for the actual costs of removal thereof or the sum of $150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot are subject.

Section 6.11 Permitted Uses. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed.

Section 6.12 Drains and Vents. No house footing drain or roof water drain shall be discharged into the sanitary sewers. No equipment vents shall be allowed on the front of any Dwelling Unit.

Section 6.13 Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling with an attached garage as is usual and incidental to the use of residential lots and not otherwise prohibited hereunder. All Lots in this Subdivision shall be designated as residential Lots, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet in height. All homes must have a minimum of a two (2) car garage.

Section 6.14 Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

Section 6.15 Unsightly Growth. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.

Section 6.16 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) feet and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points forty (40) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within seventy-five (75) feet of the intersection of two street lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front setback line and the street curb.

Section 6.17 Semi-Tractor Trucks, Trailers, Etc. No semi-tractor trucks, semi-trucks, semi-tractors, trailers boats, campers, mobile homes, disabled vehicles, RVs and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage or limited to 24 hours, or unless the same is necessary and incident to the Declarant's, Builders' or Association's business on the Property.

Section 6.18 Sign Limitations. No sign of any kind, other than those installed by Declarant, the Association, or a Builder, may be displayed to public view on any Lot, except that one sign with an area of not more than six (6) feet may be displayed with the purpose of advertising the Lot for sale.

Section 6.19 Lakes, Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in this Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Area may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.20 Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners at the Owner's last known address, prior

to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 6.21 Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residence, construction offices, sales offices and business offices.

Section 6.22 Outside Use of Lots. No fences, hedges, walls or other improvements shall be erected or maintained upon the Property without approval of the Architectural Committee, except those installed in accordance with the initial construction of the buildings located thereon. Above ground swimming pools are prohibited on the Property (temporary kiddie pools under eighteen (18) inches in height shall not be prohibited by this provision). In ground swimming pools must have a five foot (5') fence that encloses the backyard. All playground equipment must be approved by the Architectural Committee and shall be constructed of wood. Trampolines will not be approved, unless enclosed by a privacy fence. No basketball goals positioned to permit playing in the public street. Said goals can't be mounted on home or garage. Architectural Review Committee shall have the authority to permit basketball goals on the side of driveways.

Section 6.23 Mailboxes. All mailboxes installed upon a Lot shall contain no more than two (2) mailboxes per post and all mailboxes and posts shall be uniform and of a type, color and manufacture approved by the Declarant during the Development Period and, thereafter, by the Board of Directors of the Association.

Section 6.24 Yard Lights. Declarant shall during the Development Period and, thereafter, the Board of Directors of the Association shall, determine the uniform location of yard lights or coach lights. The yard light or coach light thereafter shall be maintained in proper working order by the Owner of each Lot.

Section 6.25 Notice of Zoning Commitments. Notice is hereby given that certain written commitments were made in connection with the zoning of all or part of the Property, specifically The Commitments Concerning the Use or Development of Real Estate Made in Connection with a Rezoning of Property or Plan Approval and attached exhibits related to 2005-ZON-126, recorded with the Office of the Recorder of Marion County, Indiana on July 28, 2006 as Instrument Number 2006-0146083 (attached hereto as Exhibit "B"), as amended by the Statement of Modification or Termination of Covenants or Commitments, recorded with the Office of the Recorder of Marion

County, Indiana on October 22, 2012 as Instrument Number A201200114155 (attached hereto as Exhibit "C") (hereafter "Commitments"). The Commitments pertain, without limitation, to Common Areas, tree preservation areas, mounding, buffers, architectural commitments, and landscape buffers. Unless and until such Commitments are vacated or released per their terms, the Association shall comply with the terms and conditions thereof. The Property shall be subject to the Commitments and all covenants, conditions, easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

Section 6.26 Occupations. No Lot or Dwelling Unit located thereon shall be used for any purpose other than as a single family residence, except a home occupation which is both permitted under the applicable zoning ordinance and which also complies with the following guidelines.

(a) Any home occupation must be conducted entirely within the residence and conducted solely by a member of the immediate family residing in said Dwelling Unit;

(b) Any home occupation must be clearly incidental and secondary to the use of the Dwelling Unit for residential purposes;

(c) There can be no sign or display that will indicate from the exterior of the Dwelling Unit that the Dwelling Unit is being used, in whole or in part, for any purpose other than that of a residential dwelling;

(d) No commodity can be sold from the Lot or Dwelling Unit located thereon;

(e) No person can be employed other than a member of the immediate family residing in the Dwelling Unit;

(f) No manufacturer or assembly operations can be conducted; and

(g) Customers cannot enter upon the Lot or Dwelling Unit for the purpose of conducting business.

In no event shall the following similar activities be conducted; child care, barber shop, styling salon, animal hospital, kennel, any form of animal care or treatment such as dog training, or any similar activities.

Section 6.27 Fences. The Architectural Committee, prior to any installation, must approve any fencing and landscaping screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the Subdivision. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Architectural Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Architectural

Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Architectural Committee. Non-professionally installed fences may be inspected by the Architectural Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fences shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. No fence shall be located any closer to the front line than the rear foundation line of the residence.

Fences are to be white PVC, vinyl coated chain link, wrought iron, cedar or treated pine; galvanized fencing and stockade fencing will not be permitted. Further, cedar or treated pine fences are to be dog-eared (flattop fences are not allowed) shadow box style with 1" x 6" vertical boards, and are to remain unpainted. Cedar or treated pine fences shall be a maximum of six feet (6') in height and white PVC fences, vinyl coated chain link fences and wrought iron fences shall be a maximum of four feet (4') in height. The Architectural Committee must approve all fencing materials, design, and location. The Architectural Committee will approve landscape screening materials, design, and location on an individual basis. Natural Stone and masonry walls shall only be constructed by the Declarant or the Builder of the Dwelling Unit at the time of construction of the Dwelling Unit and the Owners of the Lots shall not be allowed to construct any natural stone or masonry walls at any time.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Architectural Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submittal, then said request shall be considered DENIED.

Section 6.28 Animal Kennels. Animal kennels or quarters which are not connected to a Dwelling Unit are prohibited. Animal quarters or kennels which are connected to the Dwelling Unit must be approved by the Architectural Committee.

Section 6.29 Driveways. All driveways shall be concrete. Any modifications (i.e. color changes, stamping) must be approved by the Architectural Committee.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his/her Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, keeping free from obstruction all open drainage ditches, and swales on their respective properties, as well as maintaining all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines,

gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot. Each Owner also has an irrevocable and continuing duty to maintain the Pond Vegetation Perimeter that will be installed by developer pursuant to the Greenbrooke Subdivision Wildlife Attractant Hazard Mitigation Agreement, entered into on November 13, 2012 and recorded with the Marion County Recorder's Office on December 6, 2012 as A201200133290. This Declaration hereby incorporates the Wildlife Attractant Hazard Mitigation Agreement by reference.

Section 7.2 Common Properties and Lawns by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area;

(ii) Maintenance of the entry signs, permanent subdivision identification signs, and landscaping installed by the Declarant in any Common Area, or any Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement or similar easement;

(iii) The maintenance of any street lights which are installed by Declarant and which are not located upon any Lot; and

(iv) The maintenance of any brick surface installed by Declarant on any internal street or entryway.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of

repairing such damage shall be added to and become a part of the assessment to which the Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are herby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any Management Agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the Management Agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its Management Agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and over cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any Management Agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-laws or any other applicable documents, which default has not been cured within sixty (60) days. A

reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided by this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give any Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the same, of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Lots must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Lots must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(c) Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE X

Grievance Resolution Procedure

Section 10.1 Disputes Pursuant to I.C. § 32-25.5-3-6, the following procedures are hereby established as the grievance resolution procedures that apply to all Owners and the Board of Directors:

a. Any Owner or Board of Directors member making a complaint should attempt to first informally resolve the grievance with the party responsible for the alleged violation ("Offending Party"), to the extent that such attempted informal resolution may be initiated peacefully and without confrontation.

b. If the grievance remains unresolved, the aggrieved party shall provide written notice of the alleged violation to the Offending Party and to the Association, which notice

shall include:

i. The name, address, phone number, and email address of the Aggrieved Party;

ii. The name, address, phone number and email address of the Alleged Offending Party or Parties;

iii. The specific nature of the grievance, including the designation of dates, times, and number of occurrences;

c. Upon receipt of such written notice, the Offending Party may elect to cure the alleged violation or, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decisions as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article XI shall include an agreement between the parties that the judgment of any court of the State of Indiana may be rendered upon any award rendered pursuant to such arbitration.

Section 10.2 Judicial Relief In the absence of the election and written consent of the parties pursuant to Section 11.1 above, no lot owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 10.3 Election of Remedies Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Court.

ARTICLE XI

General Provisions

Section 11.1 Right of Enforcement. In event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 11.2 Severability and Waiver. The Declaration shall operate in congruence with I.C. § 32-25.5-3 and be enforceable to the fullest extent permitted at law or in equity. Invalidation

of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 11.3 Assignment. Declarant may at any time assign some or all of its rights and obligations under this Declaration. Such assignment shall be effective after it is executed and recorded by Declarant with the Recorder of the County in which the Property is located. After such assignment is recorded with the Recorder of the County in which the Property is located, Declarant shall have no further obligations or liabilities under the Declaration with respect to the rights or obligations assigned.

Section 11.4 Amendment. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of the County in which the Property is located, approved and signed by the then Owners of at least seventy-five percent (75%) of the Lots (including Declarant or Builder). Provided, however, that none of the easements, rights, or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within six (6) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of the then Owners of seventy five percent (75%) of the Lots (including Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

Section 11.5 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, if required by applicable law, the Federal Housing Administration or Secretary of the Department of Housing and Urban Development shall have the right to review and approve amendments or changes to the Declaration and related documents relating to the following:

(a) Annexation of real estate;

(b) Dedication or mortgaging of Common Area;

(c) Mergers and consolidation of any Property, Common Area or the Association; and

(d) Amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 11.6 Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 11.7 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

Section 11.8 Borrowing Money Except as otherwise provided for in I.C. § 32-25.5-3-5, the 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) during any calendar year; or

(2) if the 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 section.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, SADDLEBROOK DEVELOPMENT, LLC, has caused this Declaration to be executed as of the date first written above.

REVIEWED AND APPROVED
MARION COUNTY ASSESSOR
OCT 14 2013
MAP DEPARTMENT REVIEWER

SADDLEBROOK DEVELOPMENT, LLC,
an Indiana limited liability company

By: _____
John B. Scheumann

Title: President

STATE OF Indiana)
) SS:
COUNTY OF Tippecanoe)

Before me the udnersigned, a Notary Public in and for said County and State, personally appeared John B. Scheumann, on behalf of Saddlebrook Development, LLC, an Indiana limited liability company, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Greenbrooke.

Witness my hand and Notarial Seal this 1st day of October, 2013.

My Commissiuon Expires:

_____

TERRY L. KING
Resident of Carroll County, IN
My commission Expires
January 17, 2017

_____
Notary Public

Residing at _____ County

_____
Printed Name

This instrument was prepared by and after recording return to John F. Donaldson, Esq., Mercho Donaldson LLC, 828 E. 64th Street, Indianapolis, IN 46220. (317) 722-0607.

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

Brett Huff

EXHIBIT A

GREENBROOKE

A part of the Northeast Quarter of Section 21, Township 14 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 87 degrees 50 minutes 11 seconds West along the South line of said Northeast Quarter 1,326.14 feet to the POINT OF BEGINNING of this description; thence continuing South 87 degrees 50 minutes 11 seconds West along said South line 1,326.05 feet to the Southwest corner of said Northeast Quarter; thence North 00 degrees 40 minutes 42 seconds East along the West line of said Northeast Quarter 1,348.32 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter; thence North 87 degrees 59 minutes 09 seconds East along the North line of the Southwest Quarter of said Northeast Quarter 1,321.80 feet to the West line of Brookfield Estates, Section IV, as described in Instrument No. 880001196; thence South 00 degrees 33 minutes 12 seconds West along said West line of Brookfield Estates 668.13 feet to the Southwest corner of Brookfield Estates, Section II, as described in Instrument No. 860096488; thence North 88 degrees 07 minutes 13 seconds East 1.27 feet to a point on the West line of the East Half of said Northeast Quarter; thence South 00 degrees 33 minutes 51 seconds West along said West line 676.60 feet to the place of beginning, containing 40.880 acres more or less.

EXHIBIT B

City of
Indianapolis
Bart Peterson, Mayor

October 10, 2006

Elizabeth Bentz Williams, AICP
Clark, Quinn, Moses, Scott & Grahn
One Indiana Square, Suite 2200
Indianapolis, IN 46204

Re: 2005-ZON-126, R. O. No. 137, 2006; Triton Development, LLC
4700, 4742, and 4800 Todd Road, Perry Township

Dear Ms. Williams:

This is official notification that after a public hearing on July 19, 2006, the Metropolitan Development Commission approved and recommended the above-referenced Zoning Ordinance to the City-County Council for adoption. Said Ordinance was duly certified by the Administrator of the Division of Planning to the Clerk of the City-County Council, as required by Statute.

The City-County Council, on September 18, 2006, did not schedule said Ordinance for public hearing. This Ordinance, therefore, is deemed adopted by the City-County Council and in full force and effect.

Zoning Ordinance 2005-ZON-126 was approved to the D-4 Classification, and is subject to commitments recorded as Instrument No. 2006-0146083 in the office of the Recorder of Marion County, Indiana, a copy of which is on file in the offices of the Metropolitan Development Commission.

Sincerely,

Michael Peoni, AICP
Administrator

MP: eh

Department of Metropolitan Development
Division of Planning

1821 City County Building | (317) 327-5155
200 East Washington Street | (fax) 327-7883
Indianapolis, Indiana 46204 | (TDD) 327-5186

ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP

October 17, 2006

Mr. Nathan Bilger
Westport Homes, Inc.
9210 N. Meridian Street
Indianapolis, IN 46260

Re: 4700 Todd Road
Petition 2005-ZON-126

Dear Nathan:

Well, we final got an approval letter, so please find enclosed the letter of grant from the City of Indianapolis approving the rezoning. I have also attached a copy of the recorded commitments. Please do not hesitate to call if you have any questions or need additional information. Thanks, it was a pleasure working with you.

Very truly yours,

Elizabeth Bentz Williams

Enclosures

One Indiana Square, Suite 2200 · Indianapolis, Indiana · 46204-2011 · *ph* (317) 637-1321 · *fx* (317) 687-2344
www.clarkquinnlaw.com

2006-0146083

2005-ZON-126
Revised 7-17-2006

STATEMENT OF COMMITMENTS

NOTE: Article VII, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-605. Resolution No. 85-R-69, 1985 and Article III, Section 4 of the rules of the Metropolitan Development Commission require the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-605, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description:

ATTACHED HERETO AS ATTACHMENT "B"

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated by reference as Attachment "A".

2. The development shall consist of no more than 130 detached single family homes.

3. No lots shall be less than sixty (60) feet in width.

At least fifty percent (50%) of the lots shall be a minimum of sixty-two (62) feet in width.

No more than 10 lots will be less than 120 feet in depth.

4. The minimum floor area shall be 1,500 square feet for a one story home and 1,800 square feet for a home with more than one story. This floor area shall exclude garage and open porches for its computation.

5. There shall be at least one entry to the subdivision on Todd Road. The Todd Road entry to the subdivision shall be of the "boulevard" type with landscaping, as shown on the conceptual

plan, subject to the approval of the Administrator.

6. The Developer will dedicate up to 35 feet of half right of way on Todd Road to the Department of Public Works (DPW) upon the written request of DPW. Additional easements shall not be granted to third parties within the area to be dedicated as public right of way prior to the acceptance of all grants of right of way by DPW.

7. All lighting along the interior streets and along the existing road frontage, at the entrance, shall be of a design that will be residential in nature, such as traditional decorative globe lighting fixtures. This shall include lighting at entrances and for subdivision identification.

8. The width of all lots, abutting the west property lines of Brookfield Estates, shall be a minimum of 70 feet in width, as measured at the rear lot lines.

9. Upon receiving written permission from each property owner, Petitioner will install a shadow box fence along the rear line of the properties at 8218, 8228, and 8238 Ehlerbrook Road. If said fencing material and installation cost less than $2,000.00 per each of the properties at 8218, 8228 and 8238 Ehlerbrook Road, then said property owners may receive a landscaping allowance equal to the balance of $2,000.00 for installation of landscaping in the rear yards of those properties. In no case shall any individual owner receive more than a total of $2,000.00 reimbursement (fencing and landscaping reimbursement combined). The property owners of 8248, 8258 and 8306 Ehlerbrook Road will receive a landscaping allowance of $2,000.00 for installation of landscaping in the rear yards of those properties. The fencing and reimbursement will be accomplished within sixty (60) days of the recording of the plat of the first section of this subdivision.

10. The homes constructed on perimeter lots adjacent to Todd Road, with rear elevations oriented to said Todd Road, respectively, shall be constructed with one or more of the following 3 elements included: 1) windows with shutters and integrated (i.e. non-removable) window grids; 2) screened in porch; and/or 3) full first floor brick wrap. Homes on lots adjacent to the west line of Brookfield Estates shall include either or both items #2 or #3, above.

11. All homes in the subdivision will be built with a minimum of 50% masonry or stone on the first floor, front facade excluding doors, windows and gables.

12. Any homes having vinyl on any portion of the exterior shall have a minimum thickness of .044. No aluminum siding shall be permitted as a building material in the development.

13. All homes will have the following minimum roof pitch:
a. main body of house - 6/12;
b. gables facing the street - 8/12 except where window placement will not allow a 8/12 pitch, in which case such elevations shall be a minimum 6/12 pitch shall be maintained
c. porches - 4/12

14. All homes will have a minimum two-car attached garage and concrete driveway. No carports shall be permitted.

15. No above ground pools shall be permitted (Temporary Kiddie Pools under 18 inches in height shall not be prohibited by this provision.)

16. Any outbuildings constructed on site shall utilize compatible building materials and colors as the primary structure, shall conform to all building setbacks and shall be submitted to and receive approval from the Architectural Review Committee of the Homeowners Association prior to the issuance of any permits or the commencement of any construction required for said accessory structures.

17. Sidewalks shall be installed, within the right of way, along the frontage of frontage of Todd Road. Sidewalks shall also be installed along both sides of interior streets, within the development.

18. All public utilities internal to the subdivision shall be underground.

19. A landscape easement to buffer Todd Road, a minimum of 30 feet in width shall be provided along the border of Todd Road. The easement area shall consist of mounding and landscaping. A detailed landscape plan shall be filed and approved by the City Landscape Administrator prior to the start of construction.

20. There shall be at least 1 fountain in each of the development's retention ponds for algae control.

21. All lots shall as a part of the individual landscape package have a least two trees and six shrubs planted, one tree of which shall be of the hardwood variety. The individual lot landscaping planting shall be completed within six months of the completion of the home or at the end of the first planting season, which ever is sooner, weather permitting. All species and sizes of planting material shall be selected from the Marion County List of Recommended Plants and Shrubs.

22. The overall drainage plans, overall landscape plans (not individual lot plans) and final plat(s) shall be provided to representatives of Brookfield Estates Homeowners Association at the same time they are submitted to the City for approval.

23. The model homes shall be constructed at the entrance to the development. The first model home shall be two-story and at a minimum shall have a full brick wrap.

24. All commitments herein shall, where appropriate, be included in the subdivision covenants.

25. Any marketing signs indicating home prices utilized on the property shall include the price range of the homes, not only the starting price of homes. In no case shall any marketing advertise homes less than $127, 500.

26. All new homes shall have a minimum selling price of $127,500.00, with the exception of a maximum of five (5) homes which can be sold for less than $127,500.00.

27. The minimum average of the selling prices for all new homes shall be $150,000.00, with the exception of the five mentioned in paragraph 26.

28. There shall be a minimum of fourteen feet between homes.

29. The development will have a homeowner's association with mandatory membership as well

as mandatory lien enforced assessments to support the association in, among other things, the expense of maintenance of the common areas.

30. The same home elevation shall not be constructed on any two adjoining lots.

31. The quality and type of construction shall be consistent to these commitments described herein. If the builder is some entity not affiliated with the developer, said builder and developer shall submit plans and elevations of proposed homes to the contact person for Brookfield Estates, as identified on the City of Indianapolis Registered Neighborhood List, prior to the initial application for Improvement Location Permits from the City of Indianapolis.

32. The petitioner shall make every homebuyer aware of the proximity of the Greenwood Municipal Airport and the possibility of noise by providing each homebuyer at the time of purchase with a written statement that the buyer would be required to acknowledge by signing. The statement shall include the following language: "By signing this document I am acknowledging that the real estate I am purchasing experiences or may experience significant levels of aircraft operations and that I am erecting a building designed for noise sensitive use upon the real estate with full knowledge and acceptance of the aircraft operations as well as any effects resulting from the aircraft operations."

33. The maximum height of any home constructed on the subject property shall be thirty feet (30') from grade level.

34. All streets shall be public throughout the development.

35. Passing blisters and right turn lane shall be installed at the entrance to the development from Todd Road, per the standards and specifications of the Department of Public Works, provided said improvements are designed with the confines of the existing Todd Road right-of-way and any right-of-way along the north side of Todd Road, dedicated by the Petitioner.

36. Petitioner shall make roadway improvements, subject to the final approval of the DPW, within the confines of the existing right of way including widening Todd Road for a total of four (4) feet of width and shall improve the existing roadway surface with a one inch overlay of bituminous surface for the entire frontage along petitioner's subject property. Said improvements shall be started upon the recording of the plat of the first section.

37. The Owner/Petitioner (Noise Sensitive Permitee) acknowledges for itself, its heirs, its successors, and its assigns, that the real estate described in this permit experiences or may experience significant levels of aircraft operations, and that the owner/petitioner (Noise Sensitive Permitee) is erecting a building(s) designed for noise sensitive use upon the real estate, with full knowledge and acceptance of the aircraft operations as well as any effects resulting from aircraft operations.

38. A minimum of three (3) acres shall be developed as a soccer field, with paved walking trails with benches. This acreage computation shall not include detention or retention ponds.

39. All Westport Homes shall be built from Westport "Premier" series of home models or this series successors as designed by and for Westport Homes. Westport's "Cape Cod" series will not be built.

2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County, which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);

3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and

4. Brookfield Estates Neighborhood Association

The undersigned hereby authorizes the Neighborhood and Development Services Division of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 2005-ZON-126.

IN WITNESS WHEREOF, owner has executed this instrument this 17th day of July, 2006.

TRITON DEVELOPMENT, LLC

Signature _____

By: Printed: Charles Scheumann

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Charles Scheumann , on behalf of Triton Development, owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true

Witness my hand and Notarial Seal this 17th day of July, 2006.

NOTARY PUBLIC SEAL INDIANA

Signature _____
Printed Elizabeth Bentz Williams

County of Residence: Marion
My Commission expires:
November 18, 2012

This instrument was prepared by Thomas Michael Quinn, Attorney at Law

40. These commitments may not be modified except with the consent of the Board of Directors of the Brookfield Estates Homeowners Association.

41. No outside storage or extended parking of RV's, campers, trailers, boats, boat trailers, snow removal equipment, unlicensed or inoperable vehicles or trucks larger than ½ ton pick-up shall be permitted, with the exception of 24 hour periods.

42. The language set out in Attachment "C" will be incorporated in the subdivision covenants.

44. Base price of the homes in this subdivision shall be no less than the current June 2006 base prices of the homes sold in Brookwood Crossing and its northern extension to be developed.

43. Where current or new models (or model names) of new homes are developed for sale in this subdivision, base pricing of the homes in this subdivision shall be no less than the current June 2006 base prices of the homes sold in Brookwood Crossing and its northern extension to be developed by West port Homes. Petitioner shall submit the details of them to the Board of Directors of Brookfield Estates Homeowners Association.

44. No additional trees within the common areas and eastern property lines of the subject property shall be removed.

45. Triton development will not develop the twelve (12) acres east of the subject property, zoned C-1 (common address 8350 S. Emerson Avenue).

46. Petitioner shall comply with the commitments requested by the Department of Public Works, attached hereto as Attachment "D"

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These
COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition #2005-ZON-126 by the City-County Council changing the zoning classification of the real estate from a D-A zoning classification to a D-4 zoning classification and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-4 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;

ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:

(1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;

(2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;

(3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.

(b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment, employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:

   (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;

   (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;

   (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

   provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

ATTACHMENT "B"

OVERALL DESC.

A part of the Northeast Quarter of Section 21, Township 14 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 87 degrees 50 minutes 11 seconds West along the South line of said Northeast Quarter 559.01 feet to the POINT OF BEGINNING of this description; thence continuing South 87 degrees 50 minutes 11 seconds West along said South line 2,093.17 feet to the Southwest corner of said Northeast Quarter; thence North 00 degrees 40 minutes 42 seconds East along the West line of said Northeast Quarter 1,348.32 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter; thence North 87 degrees 59 minutes 09 seconds East 1,321.80 feet to the West line of Brookfield Estates, Section IV, as described in Instrument No. 880001196; thence South 00 degrees 33 minutes 12 seconds West along said West line of Brookfield Estates, Section IV 668.13 feet to the Southwest corner of Brookfield Estates, Section II, as described in Instrument No. 860096488; thence North 88 degrees 07 minutes 13 seconds East along the South line of Brookfield Estates, Sections I & II, as described in Instrument No. 860096487 and No. 860096488 a distance 765.90 feet; thence South 00 degrees 21 minutes 58 seconds West 672.70 feet TO THE PLACE OF BEGINNING, containing 52.730 acres, more or less.

S:/42926/LEGAL/OVERALL 5-29-03
December 19, 2001
Revised: May 29, 2003

ATTACHMENT "C"

Subdivision Covenants shall include the following:

a. No basketball goals positioned to permit playing in the public street. Said goals can't be mounted on home or garage. Architectural Review Committee shall have the authority to permit basketball goals on the side of driveways.

b. Owners shall maintain and repair and keep free from obstruction all open drainage ditches, and swales on their respective properties.

c. Satellite dishes must be approved by the Architectural Review Committee.

J:\WPDATA\tmq\DOC\triton.wesporttodd.ATTACHMENTC.doc

ATTACHMENT "D"

GENERAL INFRASTRUCTURE COMMITMENTS:

All development of the site shall comply with the City of Indianapolis Department of Public Works Standards for the Design and Construction of Sanitary Sewers.

All development of the site shall comply with the City of Indianapolis Stormwater Design and Construction Specifications Manual.

All development of the site shall comply with the City of Indianapolis Standards for Street and Bridge Design and Construction and the Standards for Acceptance of Streets and Bridges.

The Developer shall bear all costs associated with the relocation of any existing municipal infrastructure, including but not limited to, sanitary sewer systems and facilities, storm water conveyance systems, and public streets/roadways, located within, necessitated by or resulting from the Development. Further, all relocations of municipal infrastructure owned or operated by the Department of Public Works, shall be in full compliance the City of Indianapolis Department of Public Works Standards for the Design and Construction of Sanitary Sewers, the City of Indianapolis Stormwater Design and Construction Specifications Manual, the City of Indianapolis Standards for Street and Bridge Design and Construction and the Standards for Acceptance of Streets and Bridges as applicable.

If the developer proposes a private, gated community with private streets and restricted public access, all transportation infrastructure including, but not limited to curbs and sidewalks shall be considered private by the Department of Public Works. Additionally, all stormwater facilities located within the development shall be considered private. Perpetual operation and maintenance responsibility for all private infrastructure shall remain with the developer and/or homeowners association. The sanitary infrastructure shall be public and the responsibility of the Department of Public Works. The developer shall provide ingress / egress easements into the development and easements as determined by the Department of Public Works over all sanitary infrastructure. The developer and/or homeowners association shall provide to DPW at the time of acceptance, a key and/or access code for the gate and 24-hour emergency contact names and phone numbers.

At the discretion of the Department of Public Works (DPW), all infrastructure development plans shall be subject to review and comment by DPW prior to the issuance of a construction permit.

SANITARY SEWER & WASTEWATER MANAGEMENT COMMITMENTS:

There shall be no increase in wastewater flows or wastewater flow duration to existing municipal or private sewer systems adjacent to, abutting or serving the development unless the sewer systems are adequately designed, configured and constructed or reconstructed to fully accommodate the wastewater flow. Sewer system construction and/or reconstruction will be to a point beyond the limits of the Development such that the sewer system accommodates:

5. The wastewater discharge from the Development after development; plus

6. The present wastewater discharge from developed areas upstream; plus

7. The present wastewater discharge from undeveloped areas upstream; plus

8. The present and projected future wastewater discharge of those areas through which the sewer system passes. The projected future wastewater discharge will be as determined by the Department of Public Works.

In the event that construction/reconstruction of the sewer system beyond the limits of the Development is technically infeasible as determined by the Department of Public Works using accepted engineering practice and methodologies, wastewater flow from the Development must be diverted from the receiving sewer system or systems by the Developer to a sewer or sewers which fully accommodate the wastewater flow. The

quantity of wastewater flow to be diverted from the receiving sewer system or systems will be as determined by the Department of Public Works.

In the event that diversion of wastewater flow from the receiving sewer system or systems is technically infeasible as determined by the Department of Public Works using accepted engineering practice and methodologies, the Developer shall rehabilitate the sewers in the areas adjacent to, abutting, or serving the Development, subject to the Standards and Specification of the Department of Public Works. Such rehabilitation would include, but not be limited to, installing a shotcrete and/or cured-in-place-pipe liner, at a structural thickness determined by the Department of Public Works, bypass pumping of existing flow(s), rehabilitation of existing sewers, rehabilitation of existing manholes, parallel sewer construction and/or liftstation system upgrades. The specific sewer segments and/or liftstation(s) in need of rehabilitation will be as determined by the Department of Public Works. If the Department of Public Works accepts a rehabilitation option, no infrastructure construction permits for sanitary sewer conveyance systems will be issued unless and until a sewer rehabilitation agreement has been executed between the Department of Public Works and the Developer.

STORM WATER MANAGEMENT COMMITMENTS:

Storm water conveyance systems constructed for the proposed development shall be designed and constructed to accommodate offsite watersheds with a connection point or points of adequate size and depth for the properties contained in or comprising the off-site watershed areas. The Development's storm water conveyance systems shall be designed to accommodate water runoff attributable to future development in the offsite watersheds. The nature of the future development shall be that projected by the comprehensive land use plan for Marion County adopted by the Metropolitan Development Commission or that allowed by current zoning districts, whichever reflects the more intense use. The amount of water runoff attributed to such future development shall be determined in compliance with the City of Indianapolis Stormwater Design and Construction Specifications Manual and shall not assume use of retention-detention systems in the offsite watersheds.

There shall be no increase in storm water flows or storm water flow duration to existing private or municipal storm water conveyance systems adjacent to, abutting or serving the development unless the storm water conveyance systems are adequately designed, configured and constructed or reconstructed to fully accommodate the storm water flow. Storm water conveyance system construction/reconstruction will be to a point beyond the limits of the Development such that the storm water conveyance system accommodates:

5. The water runoff from the Development after development; plus

6. The present water runoff from developed areas upstream; plus

7. The present water runoff from undeveloped areas upstream; plus

8. The present and projected future water runoff of those areas through which the sewer system passes. The projected future water runoff will be as determined by the Department of Public Works.

In the event that construction/reconstruction of the storm water conveyance system(s) beyond the limits of the Development is technically infeasible as determined by the Department of Public Works using accepted engineering practice and methodologies, storm water runoff from the Development must be diverted from the receiving storm water conveyance system(s) by the Developer to a storm water conveyance system or systems which fully accommodate the storm water flow. The quantity of storm water flow to be diverted from the receiving storm water conveyance system(s) will be as determined by the Department of Public Works.

Developer shall address and correct all existing storm water problems, by way of example but not limited to, standing water in the roadway, right-of-way and deficient existing storm water conveyance systems, along both sides of Todd Road for the length of roadside frontage of the development. Said correction shall be in full compliance with the City of Indianapolis Stormwater Design and Construction Specifications Manual.

All existing stormwater conveyance systems within the development tract shall be upgraded to comply with the City of Indianapolis stormwater design and construction specifications manual. The developer shall bear all costs associated with any existing stormwater conveyance system upgrades. Any stormwater drainage detention facilities must be accessible for operation and maintenance crews.

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

Emily Holmes

EXHIBIT C

AMENDED LETTER

City of
Indianapolis
Gregory A. Ballard, Mayor

October 26, 2012

Elizabeth Bentz Williams
320 North Meridian Street, Suite 1100
Indianapolis, IN 46204

Re: 2012-MOD-014; Timberstone Development, LLC
4742, 4700 and 4800 Todd Road; Perry Township

Dear Ms. Williams:

The Metropolitan Development Commission, at their regular scheduled meeting on October 17, 2012, heard your petition for Modification of Commitments related to 2005-ZON-126 to modify the following:

a) Modify Commitment Four to allow for a minimum floor area of 1,400 square feet for one story homes and 2,000 square feet for a homes with more than one story (previous commitment required 1,500 square feet for one story and 1,800 square feet for more than one story),
b) Modify Commitment 23 to allow for the first model home to have 50% masonry or stone on the first floor, front façade, excluding doors windows and gables (previous commitment required the first model home to have full brick wrap),
c) Terminate Commitment 25 (Commitment 25 referred to minimum requirements for home prices on marketing signs),
d) Terminate Commitment 26 (Commitment 26 referred to minimum selling prices of homes),
e) Terminate Commitment 27 (Commitment 27 referred to minimum average selling prices of homes),
f) Modify Commitment 31 to indicate that a builder and developer may submit house plans to Brookfield Estates prior to permitting (previous commitment required the submittal),
g) Modify Commitment 33 to allow for the maximum height of the homes to be 34 feet from grade level (previous commitment allowed a maximum height of 30 feet),
h) Terminate Commitment 43 (Commitment 43 referred to base pricing of model homes), and
i) Terminate Commitment 44 (Commitment 44 requires that the base price of homes in the subdivision shall be no less than the June 2006 base prices of the homes sold in Brookwood Crossing and its northern extension).

The Commission, being fully advised in this matter, approved the petition, subject to commitments recorded as Instrument No. 2012-114155 in the office of the Recorder of Marion County, Indiana, a copy of which is on file in the offices of the Metropolitan Development Commission.

Sincerely,

David Hittle
Senior Planner

DH:eh

Department of Metropolitan Development
Division of Planning

1821 City County Building | **(317) 327-5155**
200 E. Washington Street | **(fax) 327-7883**
Indianapolis, Indiana 46204 | www.indy.GOV

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10/22/2012 11:01 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: $ 24.50
PAGES: 4
By: MW

DH

2012-MOD-014

STATEMENT OF MODIFICATION OR TERMINATION OF COVENANTS OR COMMITMENTS

COVENANTS OR COMMITMENTS MODIFYING OR TERMINATING EXISTING COVENANTS OR COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH AN APPROVAL PETITION, REZONING OF PROPERTY, A VARIANCE PETITION OR SPECIAL EXCEPTION PETITION

In accordance with I.C. 36-7-4-918.8 and I.C. 36-7-4-1015, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following modification(s) or termination(s) of covenants or commitments concerning the use and development of that parcel of real estate:

Legal Description:

ATTACHED HERETO AS ATTACHMENT "A"

Statement of MODIFICATION OR TERMINATION of Covenants or Commitments:
Detailed changes to Commitments made pursuant to 2005-ZON-126: 2006-01460083

1. Commitment number 4: The minimum floor area shall be 1,400 square feet for a one-story home and 2,000 square feet for a home with more than one story. This floor area shall exclude garage and open porches for it computation.

2. Commitment number 23: The model homes shall be constructed at the entrance of the development. The first model home shall be two-story and with a minimum of 50% masonry or stone on the first floor, front façade, excluding doors, windows and gables.

3. Commitment number 25: Deleted

4. Commitment number 26: One-story new homes shall have minimum selling price of $125,000 and 2-story new homes shall have a minimum selling price of $135,000 with the exception of a maximum of 15 homes which will not in any case have a minimum selling price of less than $115,000 and shall not be constructed on any lot abutting Brookfield Estates, unless otherwise approved by the Board of Brookfield Estates. The builder shall

provide the President of Brookfield Estates a report of the closing prices of the homes sold in the development at the end of each 6 month interval.

5. Commitment number 27: Deleted

6. Commitment number 33: The maximum height of any home constructed on the subject property shall be 34 feet (34') from grade level.

7. Commitment number 43: Deleted

8. Commitment number 44: Deleted (this is Base price commitment -- not tree commitment)

9. All other commitments shall remain in full force and effect.

These COVENANTS or COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein. These COVENANTS or COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COVENANTS or COMMITMENTS contained in this instrument shall be effective upon the adoption of modification or termination approved by the Metropolitan Development Commission in petition 2012-MOD-014.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;

2. Brookfield Estates Homeowners Association; and

3. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record . (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);

These COVENANTS may be enforced by the Metropolitan Development Commission.

The undersigned hereby authorizes the Division of Planning of the Department of Metropolitan Development to record this Covenant or Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of modification and/or termination of Covenant(s) or Commitment(s) of petition # 2012-MOD-014 by the Metropolitan Development Commission.

IN WITNESS WHEREOF, owner has executed this instrument this 17th day of Oct., 2012.

TIMBERSTONE, LLC

By: _____

Printed: Steve M. Dunn
(Authorized Agent)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Authorized Agent of Timberstone, LLC

Before me, a Notary Public in and for said County and State, personally appeared Steve M. Dunn, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true

.

Witness my hand and Notarial Seal this 17th day of Oct., 2012.

Signature _____
Printed: Thomas Michael Quinn
County of Residence: Hamilton
My Commission expires: 8/18/16

"I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law." Thomas Michael Quinn

This instrument was prepared by Thomas Michael Quinn, Attorney at Law

This modification and/or Termination Agreement was approved by the Metropolitan Development Commission on the 17th day of October, 2012.

_____
Secretary, Metropolitan Development Commission

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EXHIBIT "A"

OVERALL DESC.

A part of the Northeast Quarter of Section 21, Township 14 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 87 degrees 50 minutes 11 seconds West along the South line of said Northeast Quarter 559.01 feet to the POINT OF BEGINNING of this description; thence continuing South 87 degrees 50 minutes 11 seconds West along said South line 2,093.17 feet to the Southwest corner of said Northeast Quarter; thence North 00 degrees 40 minutes 42 seconds East along the West line of said Northeast Quarter 1,348.32 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter; thence North 87 degrees 59 minutes 09 seconds East 1,321.80 feet to the West line of Brookfield Estates, Section IV, as described in Instrument No. 880001196; thence South 00 degrees 33 minutes 12 seconds West along said West line of Brookfield Estates, Section IV 668.13 feet to the Southwest corner of Brookfield Estates, Section II, as described in Instrument No. 860096488; thence North 88 degrees 07 minutes 13 seconds East along the South line of Brookfield Estates, Sections I & II, as described in Instrument No. 860096487 and No. 860096488 a distance 765.90 feet; thence South 00 degrees 21 minutes 58 seconds West 672.70 feet TO THE PLACE OF BEGINNING, containing 52.730 acres, more or less.