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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**OF**

**LIMESTONE SPRINGS**



CHICAGO TITLE

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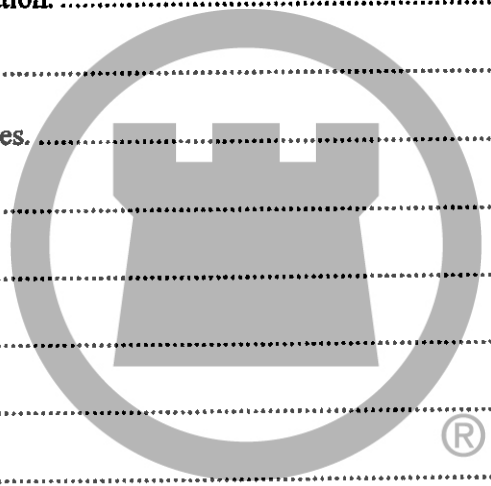
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CHICAGO TITLE

**OF  
LIMESTONE SPRINGS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 22<sup>nd</sup> day of December, 2004, by CENTEX HOMES, a Nevada general partnership ("Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner in fee simple title to certain real estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as the "Real Estate"). Declarant has the exclusive option and/or right to purchase additional adjacent real estate as more particularly described on Exhibit B, attached hereto and made a part hereof (the "Expansion Real Estate"). As used herein, Real Estate shall also include that portion of the Expansion Real Estate purchased by Declarant.

B. Declarant is the sole owner of the fee simple title to that portion of the Real Estate more particularly described in Exhibit C attached hereto and made a part hereof (hereinafter referred to as the "Tract" or "Phase 1").

C. Declarant may from time to time subject part of the Real Estate or the Expansion Real Estate to the provisions of this Declaration subject to the requirements of Paragraph 23. As used herein, Real Estate, shall include all real estate which has been subjected to the provisions of this Declaration.

D. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration<sup>®</sup> as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Applicable Date" means the date determined pursuant to Paragraph 11 of this Declaration.

(b) "Architectural Review Board" means that committee of the Corporation established pursuant to Paragraph 17 for the purpose of establishing architectural standards and approving changes and improvements to Dwelling Units and Lots.

Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the Bylaws of the Corporation.

(e) "Bylaws" shall mean the Bylaws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation.

(f) "Common Area" means the area designated as such upon a Plat.

(g) "Common Expense" means expenses for administration of the Corporation, expenses for the upkeep, maintenance, repair and replacement of the Common Area and Landscape Improvements and all sums lawfully assessed against the Members of the Corporation.

(h) "Condominium Unit" means one of the condominium units located in Limestone Springs Condominiums, a condominium project which may be developed by Declarant on a portion of the Real Estate. To the extent Declarant develops townhomes instead of condominiums, Condominium Unit shall also mean such townhomes and townhomes project on the Real Estate.

(i) "Corporation" means Limestone Springs Homeowners Association, Inc., its successors and assigns, a nonprofit corporation, whose Members shall be the Owners of Lots, or appointees as provided in Paragraph 11 of this Declaration; such Corporation being more particularly described in Paragraph 11 of this Declaration.

(j) "Declarant" shall mean and refer to Centex Homes, a Nevada general partnership, and any successors and assigns whom Declarant designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(k) "Duplex Unit" means one-half (1/2) of any building generally designed for residential occupancy and constructed on any part of the Real Estate (including one-half (1/2) of the party wall separating such Duplex Unit from the adjoining, attached Duplex Unit contained within the same building), it being understood that the Lots in the Real Estate have been configured to accommodate the construction of attached Duplex Units which may be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied as separate and distinct parcels of real property subject to the provisions of this Declaration.

(l) "Dwelling Unit" means one of the living units, including a Duplex Unit, located upon a Lot.

(m) "Easements" means all of the easements shown on a Plat or described herein as a Landscape Easement, Utility, Drainage and Sewer Easement.

which is not currently owned by Declarant, but which may be acquired by Declarant and made part of Limestone Springs as provided in paragraph 23 of this Declaration.

(o) "Landscape Easement" shall mean and refer to those areas identified in any recorded Plat to be burdened by such easement.

(p) "Limestone Springs" means the name by which the Real Estate which is the subject of this Declaration, shall be known. Each of the separate Tracts or Phases within Limestone Springs may be identified by its own individual name.

(q) "Lot" means any plot of ground designated as such upon a recorded Plat of Limestone Springs and upon which one (1) Dwelling Unit is constructed, may be constructed or exists thereon. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.

(r) "Member" means a member of the Corporation.

(s) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(t) "Overall Common Area" means all pools, clubhouses, nature trails, other recreational facilities, drainage and retention ponds and systems, and all open space available for use by Owners and Condominium Unit Owners in Limestone Springs.

(u) "Overall Common Expenses" means expenses for the upkeep, maintenance, repair and replacement of the Overall Common Area and real estate taxes applicable to the Overall Common Area.

(v) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

(w) "Phase 1" means the real estate described in Paragraph B of the recitals above.

(x) "Plat" means the survey of Limestone Springs Section 1A, and the Lots, Common Areas and Easements shown thereon prepared by Stoepelwerth & Associates, certified by Dennis D. Olmstead, a registered land surveyor, under date of 12/28, 2004, recorded as Instrument Nos. 200400084541 and \_\_\_\_\_ in the Office of the Recorder of Hamilton County, Indiana, and incorporated herein by reference and any additional plat that may be filed, subjecting additional portions of the Real Estate or Expansion Real Estate to this Declaration.

(y) "Tract" means the real estate described in Paragraph B of the recitals above and such other portions of the Real Estate, Expansion Real Estate and other property which have, as of any given time, been subjected to this Declaration, either by this Declaration or a Supplemental Declaration as herein provided.



the Plat marked Drainage and Utility Easement; Drainage, Utility and Sanitary Sewer Easement, Drainage Easement and Sanitary Sewer Easement.

(aa) "Zoning Commitments" means those commitments and agreements included within the planned unit development ordinance for Limestone Springs approved by the Department of Development for the Town of Fishers as Ordinance No. 121503C.

2. Declaration. Declarant hereby expressly declares that the Tract shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of Phase 1. Phase 1 consists of 21 Lots in Section 1A, numbered 1-21 inclusive, together with the Common Area and all Easements as designated on the Plat. The Common Area, Easements and the size of the Lots are as designated on the Plat.

4. Description of Limestone Springs. Limestone Springs consists of 21 Lots, together with the Common Area and Easements as designated on the Plat. The Common Area, Easements and the size of the Lots are as designated on the Plat. The legal description for each Lot in Limestone Springs shall be as follows:

Lot \_\_\_\_ in \_\_\_\_\_ at Limestone Springs, a subdivision in Hamilton County, Indiana, as per plat thereof recorded 12/28/04 as Instrument Number 200400086541, in the Office of the Recorder of Hamilton County, Indiana.

5. Lot Boundaries and Access. The boundaries of each Lot in Limestone Springs shall be as shown on the Plat.

6. Common Area. Common Area includes all the area designated as such on any recorded Plat of Limestone Springs, including, but not limited to, the lakes, ponds, drainage areas, and recreational areas, if any, but excluding all Lots and Easements located on the Lots. Declarant has the right, but not the obligation, to construct recreational facilities in any of the Common Area, and if such facilities are constructed, such facilities shall be part of the Common Area.

7. Ownership and Use of Common Area. The Common Area shall be conveyed to or owned by the Corporation, and shall be held for the use and enjoyment of the Members, all of whom shall have the right and easement of enjoyment in and to the Common Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to, the following:

(a) The right of the Corporation, upon approval by a written instrument signed by two-thirds of all Class A Members, two-thirds of all Class B Members and by two-thirds of all first mortgagees, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such Common Area purposes and subject to such conditions as may be agreed by the Corporation.

the Common Area as it deems necessary as provided in Paragraph 12.

(c) The Common Area in Limestone Springs shall be conveyed to or owned by the Corporation on the Applicable Date or earlier; provided, however, that the conveyance of the Common Area to the Corporation shall not prevent Declarant from improving the Common Area as Declarant deems appropriate (including, but not limited to construction of lakes and recreational facilities, including any recreational or similar facilities which are solely for the benefit of a particular section of Limestone Springs) at any time prior to the Applicable Date.

8. Delegation of Use of the Common Area by Member. Any Member or Member of the Limestone Springs Condominium Owners Association (as defined herein solely with respect to the right to use the Overall Common Area) may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment and use of the Common Area and Overall Common Area to members of his family, his tenants or contract purchasers who reside on any Lot.

9. Easements in Common Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in the Common Area and Easements. Such easement and right to use shall pass with title to the Lot even though not expressly mentioned in the document passing title.

An easement is also granted to the Corporation, its officers, agents and employees and to the Managing Agent (as defined in Paragraph 11(f)) to enter in or to cross over the Common Area, Easements and Lots to perform its duties; provided, however, reasonable notice shall be given the Lot Owner, except in the case of an emergency.

10. Easements.

(a) Landscape Easement. Declarant hereby declares, creates, grants and reserves a Landscape Easement as shown on the Plat and described on the Plat as a Landscape Maintenance Access Easement, as a non-exclusive easement for the use of the Declarant and the Corporation for installation, maintenance and removal of trees, shrubbery, flowers and other plantings, entryway signage and additional similar landscape improvements (all of which items, as existing from time to time, shall constitute "Landscape Improvements"). Except as installed by the Declarant or the Corporation, and except for any utility facilities or drainage facilities which may be installed in any easement that may now or hereafter be declared, granted or reserved in or upon any portion of the Real Estate and designated on the Plat as a Landscape Easement, no structures or other improvements shall be installed or maintained in or upon any Landscape Easements. Notwithstanding the foregoing provisions of this Paragraph and the provisions of any Plat or other recorded instrument executed by Declarant designating a Landscape Easement, a Landscape Easement shall automatically terminate as to that portion of such easement area that is located within or upon any public right-of-way hereafter dedicated to the public upon the recording of a Plat or other instrument creating

be maintained by the Corporation and the Corporation shall have an easement of ingress and egress on and over the Lots adjacent thereto for the purpose of satisfying this maintenance obligation. The landscaping and other improvements planted or installed by the Declarant and/or the Corporation within the Landscape Easement may not be removed by any Owner, nor may any Owner add any landscaping or improvements to such easement area without the prior approval of the Architectural Review Board.

(b) Utility, Drainage and Sewer Easements. The Utility, Drainage and Sewer Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Corporation for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Utility, Drainage and Sewer Easements described herein include those easements shown on the Plat as Drainage, Utility and Sanitary Sewer Easements, Drainage, Utility and Sewer Easements, Drainage and Utility Easement and Drainage Easement. The Utility, Drainage and Sewer Easements are hereby created and reserved for (i) the use of Declarant for access to and construction, maintenance, operation, repair and control of any retention and detention ponds and improvements comprising and/or related to the storm water drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Corporation for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot subject to a Utility, Drainage and Sewer Easement shall be required to keep the Easement area on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without the appropriate governmental and prior written approval of the Declarant. The Utility, Drainage and Sewer Easements are hereby created and reserved for the use of Declarant, Hamilton County, the Town of Fishers and Hamilton Southeastern Utilities for installation and maintenance of an underground sanitary sewer system and drainage system (a part of which is included within the Margaret Goodwin Legal Drain). The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph. ®

11. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases at which time his membership shall terminate and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he acquires fee simple title to such Lot, at which time he shall automatically be and become an Owner and a Member of the Corporation.

with the following voting rights:

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons together shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine. In no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to four (4) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date. The "Applicable Date" is the first to occur of (i) the date upon which the written resignation of the Class B Members is delivered to the resident agent of the Corporation, (ii) within one hundred twenty (120) days after the date when seventy-five percent (75%) of all Lots in all platted and/or planned sections of Limestone Springs have been conveyed by Declarant, or (iii) December 31, 2011.

(iii) Appointment of Declarant as Owner's Agent. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any method shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the Bylaws or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. ®

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Area, to pay taxes assessed against and payable with respect to the Common Area, to pay any other necessary expenses and costs in connection with the Common Area and to perform such other functions as may be designated for it to perform under this Declaration.

## 12. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as

Declaration to be, an Owner, or is a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 12.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of three (3) persons as designated in the Articles, to-wit: Jeff Pape, Tom Kutz and Mike McClure (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in this Declaration, the Articles or the Bylaws (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

Declarant hereby reserves the right to add up to two (2) member(s) to the Initial Board of Directors at such time as there has been significant construction and occupation of Dwelling Units upon the Real Estate. The two (2) additional members shall be Owners. If an Owner appointed by Declarant resigns from the Initial Board of Directors, such Owner shall be replaced on the Initial Board of Directors with another Owner selected by Declarant so long as there are Owner(s) able and willing to serve on the Initial Board of Directors.

(c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee of such Owner shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one (1) person at a time.

(d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph 12, at least one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date. After the Applicable Date, the Board of Directors will consist of five (5) members, elected by the Owners. Each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date (which, if appropriate, may be a special meeting) two members of the Board of Directors shall be elected for a three (3) year term, two members for a two (2) year term, and one for a one (1) year term so that the terms of at least one-fifth (1/5) of the members of the Board shall expire annually. If such election is at a special meeting, the term of each of the Directors elected at the special meeting shall include the time from the special meeting to the applicable annual meeting. There shall be separate nominations for the

Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph 12 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (e) of this Paragraph 12. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or with respect to whom there has otherwise been a vacancy.

(e) Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, a replacement Director shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Corporation, the management, maintenance, repair, upkeep and replacement of the Common Area, and Landscape Improvements (unless the same are otherwise the responsibility or duty of Owners) and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board shall, on behalf of the Corporation and in compliance with the Zoning Commitments, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties. The Board's duties include, but are not limited to:

(i) Protection, surveillance and replacement of the Common Area; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(ii) Landscaping, maintenance and upkeep of the Common Area and Landscape Improvements (except as is otherwise the obligation of an Owner); such maintenance obligation specifically includes, but is not limited to, signage, drainage areas and related facilities, ponds and lakes, and recreational facilities.

(iii) Compliance with the Zoning Commitments.

(iv) Assessment and collection from the Owners of each Owner's respective share of the Common Expenses;

mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(vi) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(vii) Procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(viii) Paying taxes assessed against and payable with respect to the Common Area and paying any other necessary expenses and costs in connection with the Common Area;

(ix) Cause to be maintained any and all street lights originally installed by Declarant with photo cells in quantity and quality approximately equal to those originally installed by Declarant;

(x) With respect to Duplex Units only, cutting the established lawn located on any Lot containing a Duplex Unit Dwelling, fertilizing the lawn, maintaining any trees planted by the Corporation on such Lot and snow removal from driveways and walkways leading from the driveway to the Duplex Unit Dwelling as and when warranted by weather conditions. However, the Owner of such Duplex Unit Dwelling shall be solely responsible for watering, weeding the grass; edging around fences, shrubs, bushes, trees and any other improvements; leaf removal, and caring for and maintaining any other landscaping not planted by the Declarant or the Corporation (including, without limitation, shrubs, trees, bushes, flowers or plants) and provided, further, that the Owner of such Duplex Unit Dwelling shall be solely responsible for cutting any grass located inside any fenced area of the Lot unless the Owner shall provide safe, reasonable and regular access to such area to the Corporation and its authorized representatives. Safe access shall require that all pets be removed from the yard during the time such maintenance activities occur.

(g) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(i) To employ a Managing Agent to assist the Board in performing its duties;

enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(iii) To employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;

(iv) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;

(v) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(vi) To open and maintain a bank account or accounts in the name of the Corporation;

(vii) To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Tract and the Common Area (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners. Such rules and regulations may provide that an Owner's failure to comply with such rules and regulations may result in (i) the imposition of fines by the Corporation against such Owner; and/or (ii) such Owner losing the right to use the Common Area and related facilities.

(h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00) without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

(i) Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(ii) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget; and

(iii) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote



compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in actions, suits or proceedings where such Director is adjudged liable for bad faith, gross negligence or willful misconduct in the performance of his duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(l) Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors. Any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. A Managing Agent shall provide such bond at its expense. For all officers and directors, the expense of any such bonds shall be a Common Expense.

13. Initial Management. The Initial Board of Directors has entered or may hereafter enter into a management agreement with Declarant or a corporation or other entity affiliated with

either party having the right to terminate upon ninety (90) days notice. Declarant, such affiliate of Declarant or such third party management company will provide supervision, management and maintenance of the Common Area (except as such is the obligation of the individual Owners) and in general, perform all of the duties and obligations of the Corporation. Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement and to adhere to and abide by the same. Until the Applicable Date, Declarant hereby reserves the exclusive right to manage the Tract and perform all the functions of the Corporation.

14. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Real Estate or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Real Estate or that part thereof that is assessed as a whole. Such Owner's proportionate share shall be the ratio that the square footage of his Lot bears to the total square footage of all the land comprising the Real Estate or part thereof assessed as a whole. Real estate taxes assessed on the improvements on the Real Estate shall be paid by the Owner of such improvements. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense.

15. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation. Utilities for the Common Area shall be a Common Expense.

16. Maintenance, Repairs and Replacements.

(a) By the Corporation. Maintenance, repairs, replacements and upkeep of the Common Area (including drainage and retention ponds and systems, except to the extent maintained and regulated as part of the Margaret Goodwin Legal Drain) and Landscape Improvements (except as such is the obligation of the individual Owners) shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. After the Applicable Date and for so long as the Declarant owns any Lot(s), Declarant may, upon five (5) days notice to the Corporation, undertake any maintenance, repair or upkeep which the Corporation is obligated, but has failed, to undertake. Declarant may then bill the Corporation for the cost of such maintenance, repair or upkeep. Such bill, if not paid by the Corporation within thirty (30) days of receipt, shall bear interest at the rate of (12%) per annum.

(b) By Owners. Each Owner shall be responsible for maintaining and keeping his Lot, Dwelling Unit, and all other structural improvements located on his Lot in a good, clean, neat, sanitary and well maintained condition. The obligation to maintain a Lot shall exist, whether or not a Dwelling Unit exists on such Lot, and the Owner of such Lot shall keep such Lot maintained in the same manner as such Lot would be maintained if a Dwelling Unit existed thereon.

working condition, including but not limited to, replacement of photo cells; (ii) the mailbox and post installed on his Lot in good working condition; and (iii) any trees originally planted on his Lot in the area adjacent to the sidewalk ("Street Trees"). Any repair or replacement of mailboxes and/or posts shall be of the same design and quality as originally installed by Declarant. Each Owner shall be responsible for the maintenance of the Street Trees located on his Lot. In the event any Street Tree dies, the Owner of such Lot shall be responsible for replacing, at Owner's expense, the Street Tree with a substantially similar tree. Such tree replacement must be approved by the Architectural Review Board and must comply with the Zoning Commitments.

(c) Damage to Common Area and Landscape Improvements. If, due to the willful, intentional or negligent acts or omissions of an Owner, a member of his family or a guest, tenant, invitee or other occupant or visitor of such Owner, any Common Area or Landscape Improvements are damaged, then such Owner shall pay for such damage and necessary maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(d) Owner's Failure to Maintain. If any Owner shall fail (i) maintain and keep his Lot, Dwelling Unit and other structural improvements located on his Lot in a good, clean and sanitary condition as determined by the Board of Directors or (ii) comply with the terms of this Paragraph 16, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment. Such cost shall be immediately due and shall be secured by the Corporation's lien on the Owner's Lot.

(e) Corporation's Easement Over Lots. So long as the Tract is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right, in the form of a permanent easement, to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair, landscaping or other work contemplated herein.

17. Architectural Control.

(a) The Architectural Review Board. There shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as a standing committee of the Corporation. Until the Applicable Date, the Architectural Review Board shall be the Initial Board of Directors. The Initial Board of Directors may delegate its rights and obligations as the Architectural Review Board to the Management Agent. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors and may be different than or the same as the Board of Directors.

design, appearance, use, location and maintenance of the Tract (including the Common Area, Easements, Landscape Improvements and Lots) and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and improvements and comply with the Zoning Commitments.

(c) Conditions. No improvements, alterations, excavation or changes in grade or other work which in any way alters any Lot or the exterior of any Dwelling Unit or other improvement thereon shall be made or done without the prior written approval of the Architectural Review Board. No building, fence, wall, pool, spa, hot tub or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the plans by the Architectural Review Board. Additional restrictions and prohibitions regarding pools, fences, spas, decks, playground equipment, flag poles, outbuildings, storage sheds, mini-barns and exterior painting are set forth in paragraph 22. Plans must comply with the requirements of this paragraph 17, paragraph 22, the Zoning Commitments, any rules and regulations adopted by the Architectural Review Board, and all applicable municipal rules, regulations and ordinances. Notwithstanding the foregoing, the initial construction of a Dwelling Unit shall be approved by Declarant only.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been submitted, approval will be deemed denied by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a majority vote.

Under no circumstances shall the Declarant, the Board of Directors and/or the Architectural Review Board 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. Under no circumstances shall the Declarant, the Board of Directors and/or the Architectural Review Board 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 Declarant, the Board of Directors and/or the Architectural Review Board makes no comment, representation or warranty as (i) to the suitability or advisability of the design, the engineering, the method of construction involved, other materials to be used and/or (ii) the compliance of any intended improvements with applicable laws, statutes, zoning ordinances and/or municipal regulations. All parties should seek professional advice, engineering and inspections on each proposed project.

18. Assessments.

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an accountant approved by the Board, which statement

fiscal year.

(b) **Proposed Annual Budget.** Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the next fiscal year estimating the total amount of the Common Expenses for the next fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments for the next fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of those Owners present either in person or by proxy; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and Landscape Improvements that must be repaired and replaced on a periodic basis. The replacement reserve fund shall be used for these purposes and not for usual and ordinary maintenance expenses. By way of example only, the replacement reserve fund will be used for repairing and replacing items such as pumps, filters, landscaping (other than annual plantings and mulch), equipment, playground facilities and clubhouse furnishings and equipment. Usual and ordinary expenses which will not be paid out of the replacement reserve fund include but are not limited to, snow removal, fertilization, annual plantings, mulch, and preventive maintenance contracts. Such replacement reserve funds for capital expenditures and replacement and repair of the Common Area shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Hamilton County, Indiana as selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses. If an annual budget is not approved by the Owners as herein provided for the then current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

(c) **Regular Assessments.** The annual budget, as adopted by the Owners, shall contain a proposed assessment against each Lot equal to the Common Expenses multiplied by a percentage equal to one divided by the total number of Lots in the Tract. Immediately following the adoption of the annual budget, each Owner shall be given

Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments, with the first payment due on the first day of the first month of each fiscal year and each month thereafter. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. An Owner may elect to pay assessments annually, in advance. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget:

(i) If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(ii) If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot

of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Paragraph 19 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration.

(e) Regular Overall Assessments. The annual budget shall contain a proposed assessment against each Lot and each Condominium Unit. The assessment against each Lot and each Condominium Unit shall include a proportionate share of the Overall Common Expense. The assessment against each Lot and each Condominium Unit shall be equal to the Overall Common Expenses multiplied by a percentage equal to one (1) divided by the sum of (i) the number of Lots in the Tract and (ii) the number of Condominium Units.

Whenever the term Regular Assessment is used herein, it shall include the Regular Overall Assessment.

(f) Additional Assessments. Every Owner of a Duplex Unit Dwelling will be charged an Additional Assessment for the services provided by the Corporation pursuant to Paragraph 12. Furthermore, in the event that Declarant constructs any recreational or similar facilities which recreational or similar facilities are for the sole benefit and use of the Owners of Lots in a particular section of Limestone Springs, the expenses associated therewith shall be an Additional Assessment. Any Additional Assessment will be assessed against each Lot in that section in an amount equal to the expenses multiplied by a percentage equal to one (1) divided by the total number of Lots in the affected section. Such Additional Assessment shall be included in the annual budget and shall be due at the same time as the Regular Assessment.

(g) Regular Assessments Prior to the Applicable Date. During the period that Declarant is selling Lots and Dwelling Units are being constructed within the Tract, it is

of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly and notwithstanding any other provision contained in the Declaration, the Articles or the Bylaws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this Paragraph 18.

Prior to the Applicable Date, the Corporation may enter into a management agreement with Declarant or a corporation or other entity affiliated with Declarant or a third party management company (hereinafter referred to as "Management Agent or Managing Agent") in accordance with the provisions of Paragraph 13 of this Declaration. So long as such management agreement remains in effect, the Regular Assessments shall be paid by Owners to Management Agent. Management Agent shall guarantee that until the earlier of (1) the termination of said management agreement, or (2) December 31, 2005, the yearly Regular Assessment shall not exceed Three Hundred Eighty Dollars (\$380.00) (the "Guaranteed Charge"). After December 31, 2005 (assuming that said management agreement has not been terminated) and so long thereafter as said management agreement remains in effect and Management Agent continues to perform such functions, Management Agent guarantees that the yearly Regular Assessment shall not exceed the amount of the Guaranteed Charge (as adjusted as provided above) (\$380.00), plus the greater of (1) an amount representing an increase thereof to reflect any increase in the Consumer Price Index (all items - all cities) published by the United States government over such index as existed in the month of December, 2005, or (2) ten percent (10%). The amount to be added to the Guaranteed Charge shall be in an amount equal to the same percentage of the Guaranteed Charge as the percentage increase in said Consumer Price Index or ten percent (10%), whichever is greater, or if Declarant so determines a lesser amount. Such adjustments to the Guaranteed Charge shall be made annually on the first day of each fiscal year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such yearly charge shall, during such guaranteed period, entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any deficit during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures would be covered through Special Assessments, or, if sufficient, the replacement reserve fund.

Prior to the Applicable Date, ten percent (10%) of the Regular Assessment shall be deposited into the replacement reserve fund (as established by Paragraph 18 (b)) until the balance of such replacement reserve fund is Twenty-Five Thousand Dollars (\$25,000.00). Thereafter, deposits into the replacement reserve fund will cease unless and until expenditures are made from such fund, at which time ten percent (10%) of the Regular Assessments will again be deposited into such fund until the balance of such fund again reaches Twenty-Five Thousand Dollars (\$25,000.00). After the Applicable



reserve fund regardless of the balance of such fund.

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to the replacement reserve fund shall be held by the Initial Board and used for those expenses described in paragraph 18(b). To the extent that such replacement reserve fund is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

Payment of the Regular Assessment prior to the Applicable Date with respect to each Lot shall commence on the date of conveyance of such Lot by Declarant to a new owner ("Commencement Date"). The first payment shall be payable on the Commencement Date prorated to the first day of the month when the next payment is due. Thereafter, payment of the Regular Assessment shall be paid monthly.

(h) Payment of Assessments by Declarant and Builders. The Declarant or any builder constructing Dwelling Units within the Tract shall not be assessed any portion of any Regular, Special or Additional Assessment prior to the Applicable Date.

(i) Collection by Limestone Springs Condominium Owners Association. The Limestone Springs Condominium Owners Association shall include as part of the Regular Assessment (as defined in The Limestone Springs Condominium Owners Declaration) for The Limestone Springs Condominium Owners Association, the Regular Overall Assessment. Upon collection of the Regular Assessment for The Limestone Springs Condominium Owners Association, The Limestone Springs Condominium Owners Association shall remit the amount applicable to the Regular Overall Assessment to the Corporation; however, the inclusion of the Regular Overall Assessment in the Regular Assessment for The Limestone Springs Condominiums and the obligation of The Limestone Springs Condominium Owners Association to remit such amount to the Corporation shall not in any way make The Limestone Springs Condominium Owners Association liable to the Corporation for the Regular Overall Assessment if such amount is not paid by an owner in The Limestone Springs Condominiums ("Condominium Unit Owner"). The Corporation may exercise any and all remedies available under this Declaration to collect the Regular Overall Assessment in the event a Condominium Unit Owner fails to make such payment. ®

(j) Working Capital Contribution. Upon the purchase or transfer of a Lot to an Owner, other than an Owner purchasing the Lot from Declarant, each new Owner is required to pay a sum equal to two (2) full months of the initial Regular Assessments due on such Lot as purchaser's initial contribution to the working capital of the Corporation. This sum is not an advance payment of Regular Assessments, but is allocated to the working capital fund to meet unforeseen expenditures and operating expenses and to purchase additional equipment and services. After the Applicable Date, the balance of the working capital fund shall be transferred to the Corporation.

(k) Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments, Additional Assessments and Special Assessments or

agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular, Additional and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment, Additional Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment, Additional Assessment or Special Assessment, the Board may, in its discretion, accelerate the entire balance of unpaid assessments and declare the same immediately due and payable. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment, Additional Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment, Special Assessment or Additional Assessment, whether by foreclosure or otherwise, the Corporation shall be entitled to recover from such Owner the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid at the rate equal to the prime interest rate as announced by Bank One, Indianapolis, NA, from time to time by (or if said bank is no longer in existence then such rate charged by a national bank in Hamilton County, Indiana, selected by the Board of Directors) during the unpaid period plus twelve percent (12%), up to the maximum allowed under applicable law.

(l) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment, Additional Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien will not relieve the prior owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments, Additional Assessments or Special Assessments thereafter becoming due or from the lien therefore. Any such unpaid Regular Assessments, Additional Assessments or Special Assessments shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

19. Mortgages and Unpaid Assessments.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed

time provided. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee, as may be otherwise required by this Declaration, the Bylaws or otherwise, shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments, Additional Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 18 hereof.

(c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and (2) to pay any overdue premiums on insurance for the Common Area or to secure new insurance for the Common Area on the lapse of a policy with fifteen (15) days notice to the Corporation. Any mortgagee making such payment shall be owed immediate reimbursement by the Corporation.

20. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Common Area and Landscape Improvements in an amount equal to the full replacement value of the improvements which in whole or in part, comprise the Common Area and Landscape Improvements, unless the Board determines that a lesser amount of insurance is appropriate. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to

Board of Directors, as appropriate.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to Mortgagees.

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

(c) Other Insurance. The Corporation shall also 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, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses.

(e) Owners to Maintain Insurance. Each Owner shall be solely responsible for loss or damage to his Dwelling Unit and the contents thereof, however caused, and his personal property stored elsewhere on the Tract and the Corporation shall have no liability to the Owner for such loss or damage. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

21. Casualty and Restoration of Common Area. In the event of damage to or destruction of any of the Common Area or Landscape Improvements due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area or Landscape Improvements; or (ii) there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area or Landscape Improvements so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area or Landscape Improvements to as near as possible the same condition as it existed immediately prior to the damage or destruction.

22. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units, Tract and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner or by the Corporation. An Owner and/or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family. No Lot shall be subdivided to form lots of less area. No use shall be made of any Lot except as permitted by the Zoning Commitments and applicable zoning and subdivision control ordinances under which this Property is developed.

(b) All Dwelling Units shall have the minimum square footage of finished living area (exclusive of garages, carports, basements and porches) required by the Zoning Commitments.

(c) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Area which will cause an increase in the rate of insurance on any Common Area. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted on any Lot. 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 any 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

occurrence.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building. No awning, canopy or shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Dwelling Unit without the prior written consent of the Architectural Review Board.

(f) No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed to public view on any Lot at any time solely for the purpose of advertising a property for sale. Declarant may use larger signs during the sale and development of the Tract.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area or any of the Landscape Easement, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. 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.

(h) Animal kennels or quarters which are not connected to a Dwelling Unit are prohibited. Animal quarters or kennels which are to be connected to the Dwelling Unit cannot be constructed until after they are approved by the Architectural Review Board.

(i) All rubbish, trash or garbage shall be stored in closed sanitary containers, shall be regularly removed from the Lots, and shall not be allowed to accumulate. Trash collection services for the Development shall be provided only by an entity selected and designated by the Corporation. Fees for such services may be included in Regular Assessments at the discretion of the Corporation. Trash may be placed at the curb of each Lot no earlier than 8:00 p.m. the night before scheduled collection, and trash receptacles shall not be permitted to remain outside for more than twenty-four (24) consecutive hours. The burning of trash and open fires not contained within a cooking grill for the purpose of preparing food are prohibited.

(j) No industry, trade, or other commercial activities shall be conducted on the Tract; provided, however, that notwithstanding the foregoing, home offices and home business activities conducted by the Owner of such Dwelling Unit are permissible provided all of the following conditions are met:

(i) there is not significant increased traffic in and around the Tract as a result of such use or activity;

(ii) no signs, billboards, or other advertising materials are displayed or posted on the exterior of any Dwelling Unit or anywhere else on the Tract;

laws;

(iv) the use or activity does not violate any of the other provisions of this Declaration, including, but not limited to, this paragraph 22;

(v) the Owner of the Dwelling Unit shall maintain all necessary casualty and public liability insurance; and

(vi) such use or activity is conducted during reasonable hours.

(k) No structure of a temporary character, trailer, boat, camper, bus, tent, shack, basement, garage, barn or other outbuilding shall be maintained on any Lot, nor shall any garage or other building, except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters either temporarily or permanently.

(l) All Owners and members of their families, their guests or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area, including rules and regulations limiting parking to a single side of a street as required by the Zoning Commitments.

(m) No boat docks, decks, rafts or similar structures or improvements shall be permitted on or near the lakes ("lakes" shall include all ponds and all other bodies of water in the Common Area). No Owner of any Lot shall do or permit to be done any action or activity which could result in the pollution of the lakes, diversion of water, change in elevation of the water 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 or otherwise impair or interfere with the use of the lake for drainage and related purposes. No Owner, members of their families, guests or invitees or occupants of any Dwelling Unit or other persons entitled to use the same, may swim, boat, ice skate or engage in similar activities on the lakes. No individual using a lake has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Corporation, subject to the rights of the Declarant, the Corporation, their employees, successors and assigns as set forth in the Declaration with respect to maintenance and repair of lakes and Common Area. 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 lake management.

(n) No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks (larger than 3/4 ton), semi-tractor trucks, semi-trucks, semi-tractor trailers, disabled or unlicensed vehicles and/or trailers, motorcycles, minibikes or mopeds shall be permitted, parked or stored anywhere within the Tract, unless stored completely enclosed within a garage or necessary or incidental to Declarant's or the Corporation's

automobiles, unless completely enclosed within a garage.

(o) Except as required in paragraph 16(b) with respect to an Owner's maintenance of Street Trees, no Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area or Easements, except with express prior written permission from the Architectural Review Board.

(p) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

(q) There are designated on the Plat building lines. Except as required for utilities to serve the Tract or a Lot, no building or structure will be permitted within this no-build area.

(r) Any fences to be constructed on a Lot must be constructed in accordance with the provisions hereof and must be approved by the Architectural Review Board pursuant to paragraph 17. To be approved, a fence must comply, at a minimum, with the following requirements:

(i) the fence is located in the rear yard of the Lot (the fence shall adjoin the rear side of the Dwelling Unit); there shall be no fences whatsoever constructed in the front yard of any Lot;

(ii) except as otherwise provided herein, fences shall be four (4) foot white poly vinyl chloride ("PVC") (not chain link) fences, constructed in accordance with the specifications described and shown on Exhibit D attached hereto and incorporated herein (the "Picket Fence").

(iii) all fences must be located on the property line and must adjoin any existing fence(s) on adjacent Lot(s); provided, however, (i) if an Easement exists on a Lot and an Owner is given permission by the Architectural Review Board to construct a fence outside of the Easement, such fence must be constructed on such Lot outside of the Easement boundary which is closest to the Dwelling Unit; and (ii) subject to approval of the Architectural Review Board of such fence and the location thereof, a 6 foot wood shadowbox or dog-eared fence may be constructed on an approved area of a Lot to screen a deck or patio; provided, however, that such fenced area may not exceed 500 square feet.

(iv) All fences must be kept in good repair by the Owner.

Any Owner who receives approval of the Architectural Review Board to construct a fence or other improvement within an Easement constructs such fence or other improvement at such Owner's sole risk. In the event work is required in such Easement,



municipal body or utility provider may undertake such work without liability to repair or replace any damage to any fence or other improvement. Any fence or other improvement which impedes or restricts drainage may be modified or removed by the Corporation or applicable municipal entity or utility provider. The cost thereof shall be the Owner's expense and treated as an Additional Assessment against such Owner's Lot.

(s) No antenna, satellite dishes or other device for the transmission or reception of radio, television or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground whether attached to a Dwelling Unit or otherwise on any Lot without the written approval of the Architectural Review Board. Notwithstanding the foregoing, any such device may be installed and maintained on any Lot without the written approval of the Architectural Review Board if (i) it is not visible from neighboring Lots, streets or Common Area; or (ii) the Owner prior to installation has received the written consent of the Owners of all Lots who would have views of the device from their Lots and presented such consents to the Architectural Review Board; or (iii) the device is virtually indistinguishable from structures, devices or improvements such as heat pumps, air conditioning units, barbecue grills, patio furniture and garden equipment which are allowed by this Declaration; or (iv) it is a satellite dish two (2) feet or less in diameter.

(t) No above ground swimming pools shall be erected, constructed or installed on any Lot. The construction of any in ground pool, decks, hot tub, spa or pool house requires the prior written approval of the Architectural Review Board and must be in compliance with the Zoning Commitments. Notwithstanding the foregoing, temporary wading pools measuring no more than six feet (6') in diameter are permitted without approval of the Architectural Review Board. Such temporary wading pools must be drained and stored indoors on a nightly basis.

(u) All exterior colors must be predominantly earth tones. Any change to an exterior color must be approved by the Architectural Review Board.

(v) All clotheslines, equipment, garbage cans, woodpiles or storage piles shall be kept from view of neighboring homes and streets.

(w) In order to maintain the standards of Limestone Springs, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere on a Lot. An Owner's failure to comply with this requirement shall allow the Declarant or the Corporation to cut weeds or clear the refuse from such Lot at the expense of the Owner thereof, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Corporation or the Declarant may file suit and recover such amount, together with reasonable attorneys' fees and costs of collection.

(x) 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

right of way lines and a line connecting points forty (40) feet from the intersection of said street right of way 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 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.

(y) Notice is hereby given of the Zoning Commitments, which are certain written commitments made in connection with the zoning of the Property to the Town of Fishers, Indiana.

(z) Nothing contained in this Declaration shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Real Estate and sale of Lots. Prior to the Applicable Date, Declarant or a builder authorized by Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities upon any portion of the Real Estate at any time owned or leased by Declarant or such builder, as in the sole opinion of Declarant or a builder may be reasonably required, or convenient or incidental to the development of the Real Estate and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

(aa) No playground or recreational equipment shall be placed or constructed upon a Lot until after such equipment and its location have been approved by the Architectural Review Board. All such playground or recreational equipment shall be maintained by the Owner thereof in a safe and functional manner.

(bb) Mini-barns, storage sheds, outbuildings and carports are prohibited.

(cc) Vegetable, wild flower and other gardens may be located only in the rear yard of a Lot and may not exceed one hundred (100) square feet in size.

(dd) Flag poles must be approved by the Architectural Review Board and there may be no more than one (1) flag pole on each Lot. No flag poles shall exceed twenty feet (20') in height. Flags exceeding thirty (30) square feet are prohibited. No more than two (2) flags may be flown from a single flag pole at any time.

(ee) Each Owner of a Lot shall comply at all times with the provisions of any drainage plan as approved for the development of all or any part of the Real Estate. It shall be the duty of every Owner of a Lot to keep any storm drainage ditches and/or swales on such Lot open, unobstructed, and in good condition and repair. Water discharged from sump pumps, geo-thermo systems or other sources located on any Lot may be discharged only into underground drainage facilities located thereon. Under no circumstances shall such water be discharged above ground and/or into any adjoining street or onto any adjacent Lot or Common Property. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Owner or residents of any Lot during any twelve (12) month period. Christmas lights and other holiday or occasion-themed decorations may be erected no sooner than five (5) weeks prior to, and removed not later than two (2) weeks after, such holiday or occasion.

(gg) Each Owner shall install and/or maintain the street address of the Lot on the front of the Dwelling Unit and the mailbox utilizing numbers not less than four (4) inches in height which are permanently attached to the Dwelling Unit and mailbox.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have, until the Applicable Date, the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Tract (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Area, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Tract at any time.

23. Expanding the Real Estate that is Subject to the Declaration. The Real Estate that is described herein as Section 1A (in paragraph B of the recitals of this Declaration) is the Real Estate being subjected to this Declaration and constitutes Section 1A of the general plan of development of the Real Estate. The balance of the Real Estate and the Expansion Real Estate is the additional real estate that Declarant has the right to subject to the terms and provisions of this Declaration. The maximum number of Lots which may be developed on the Real Estate and the Expansion Real Estate is one hundred seventy-two (172), including the Lots in Section 1A. Subject to said limit as to the maximum number of Lots to be developed on the Real Estate and Expansion Real Estate, and the obligations and restrictions contained in this Declaration, Limestone Springs may be expanded by Declarant to include additional portions of the Real Estate and the Expansion Real Estate in one or more additional Sections by the execution and recording of one or more amendments or supplements to this Declaration and one or more final plats; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from time to time further expanding Limestone Springs to include other portions of the Real Estate and Expansion Real Estate and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before December 31, 2011. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Limestone Springs beyond Section 1 or any other portion of the Real Estate which Declarant may voluntarily in its sole discretion, from time to time, subject to this Declaration by amendments or supplements to this Declaration as provided above. Simultaneously with the recording of the amendments or supplements to this Declaration expanding Limestone Springs, Declarant shall record an

subjected to this Declaration. To the extent allowed under applicable law, Declarant reserves the right to add additional contiguous real estate to the Real Estate, which additional real estate may, in Declarant's discretion, have the use and benefit of the Common Areas provided herein. On the filing of a supplement to this Declaration, the portion of the Real Estate, Expansion Real Estate or other real estate described in such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration. To the extent that there are any inconsistencies or discrepancies between any Plat and this Declaration or any amendment or supplements thereto, the terms of this Declaration shall control.

24. Amendment of Declaration.

(a) Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the Members of the Corporation at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting of the Members of the Corporation duly called and held in accordance with the provisions of the Bylaws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided however, that prior to the Applicable Date all proposed amendments shall require the written consent of the Declarant. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of Paragraph 19 with respect to casualty insurance to be maintained by the Corporation, or (3) the provisions of Paragraph 21 of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster, or (4) the provisions of Paragraph 17 of this Declaration establishing the Architectural Review and providing for its functions, or (5) the provisions of Paragraph 18 of this Declaration with respect to the commencement of assessments on any Lot, or (6) the provisions of Paragraph 24b of this Declaration with respect to amendments solely by Declarant without,

including Declarant so long as Declarant owns any Lot, and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(vi) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

(b) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical, typographical or other errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 24 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 24 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Tract. ®

(c) Amendment Regarding Use of Overall Common Area. No amendment to the Declaration which changes any provision of this Declaration which provides for the use of the Overall Common Area by the Condominium Unit Members shall be adopted without the consent of a seventy-five percent (75%) majority of the owners, a seventy-five percent (75%) majority of the Condominium Unit Members, the Declarant and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(d) HUD Approval. Notwithstanding anything elsewhere contained herein or in any other document, so long as there are Class B Members, HUD shall have the right

relating to the following:

- (i) Expansion of Limestone Springs.
- (ii) Mergers and consolidation of any Real Estate, Common Area or the Corporation relating to Limestone Springs.
- (iii) The mortgaging or dedication of the Common Area.
- (iv) The dissolution or amendment of the Declaration and related documents.

Specifically, HUD shall have the right to veto any amendments to the Declaration proposed by Declarant for so long as the Class B membership exists.

25. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles, and the Bylaws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

26. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. ®

27. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

28. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or Limited Common Area or by abandonment of his Lot.

limitation or other provision of this Declaration, the Articles or the Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

30. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

31. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

32. The Plat. The Plats of Limestone Springs Section 1A is incorporated into this Declaration by reference and has been filed in the Office of the Hamilton County Recorder, Indiana, of even date herewith.

33. Duplex Units and Party Walls. Certain sections of Limestone Springs shall be developed as Duplex Units. The Duplex Units shall be subject to every right, duty and obligation set forth in this Declaration including, but not limited to, the payment of assessments set forth in Paragraph 18 hereof. However, in addition to the foregoing, the Duplex Units shall also be subject to the conditions in this Paragraph 33 concerning the rights and obligations of Owners of Duplex Units generally and with respect to the party walls contained therein.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Duplex Unit Dwelling and which connects two Duplex Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph 33, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall and for purposes of this Section 33(b), the term "party wall" shall include the roof connecting the two (2) attached Dwelling Units.

(c) Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such party wall, and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and any other Owners who make use of the wall, shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a disproportionate contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by insurance proceeds, an Owner

shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall be binding upon and inure to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph 33, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore from another party, the Board of Directors of the Corporation shall select an arbitrator for the refusing party. The cost of the arbitrators shall be borne equally by the parties.

(g) Easements for Inexactness of Construction. The boundary lines separating each Lot shall be as shown on the Plat, and it is intended that the center of the party wall separating each Duplex Unit Dwelling from the adjoining Duplex Unit Dwelling shall be physically located exactly on the center of the boundary line separating the two adjoining Lots upon which such Duplex Units are constructed. However, in the event that, because of inexactness of staking or construction, settling or shifting during or after construction or any other reason, the center of any such party wall shall not coincide with the center of the associated boundary line, then a permanent easement shall exist on the Lot onto which the encroaching Duplex Unit Dwelling encroaches for the exclusive benefit of the Owner of the encroaching Duplex Unit Dwelling for purposes of occupancy, possession, maintenance, use and enjoyment, and such easement shall run with the land and be binding upon, and inure to the benefit of, any person or entity then or thereafter acquiring or having any right, title or interest in or to the benefited or encumbered Lot or any party thereof, including, without limitation, mortgagees. The portion of the encumbered Lot subjected to such an easement shall be limited to exact area onto which the encroaching Duplex Unit Dwelling encroaches upon such Lot.

(h) Exterior Changes. No exterior changes, including but not limited to, color, style, or material, shall be made to a Duplex Unit Dwelling without the prior approval of the Architectural Review Board. The Architectural Review Board shall prescribe regulations and guidelines regarding permitted colors and materials for the exterior of Duplex Units. Changes which do not comply with such regulations and guidelines shall not be approved or permitted.

34. Controlling Document. In the event there is a conflict between the provisions of this Declaration and the Plat, the terms of this Declaration shall be controlling. Conflict, as used herein, shall mean a situation where the application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.



the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,  
its managing general partner

By:   
Timothy K. McMahon, Division President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada general partnership, who acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions of Limestone Springs" on behalf of said Corporation and general partnership.

Witness my hand and Notary Seal this 22<sup>nd</sup> day of December, 2004.



  
Notary Public - Signature  
Stephanie Lynn Elias  
Notary Public - Printed

My Commission Expires: 1-30-09

My County of Residence: Johnson

CHICAGO TITLE

This instrument prepared by Tammy K. Haney, Attorney-at-Law, Bose McKinney & Evans LLP, 600 East 96th Street, Suite 500, Indianapolis, Indiana 46240.

[Real Estate]

**TRACT "A-1"**

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 1,323.75 feet to an existing iron rod marking the Northeast corner of said Quarter Section; thence South 00 degrees 19 minutes 57 seconds East along the East line of said Quarter Section a distance of 1,460.58 feet; thence South 89 degrees 37 minutes 54 seconds West 687.55 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 22 minutes 06 seconds West 349.00 feet from said point; thence westerly along said curve 100.76 feet to the point of tangency of said curve, said point being South 16 degrees 10 minutes 25 seconds West 349.00 feet from the radius point of said curve to a point on a curve concave northwesterly, the radius point of said curve being North 67 degrees 12 minutes 59 seconds West 300.00 feet from said point; thence southwestwardly along said curve 320.75 feet to the point of tangency of said curve, said point being South 05 degrees 57 minutes 28 seconds East 300.00 feet from the radius point of said curve; thence South 84 degrees 02 minutes 32 seconds West 108.22 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 05 degrees 57 minutes 28 seconds West 175.00 feet from said point; thence westerly along said curve 17.17 feet to the point of tangency of said curve, said point being South 00 degrees 20 minutes 11 seconds East 175.00 feet from the radius point of said curve; thence South 89 degrees 39 minutes 31 seconds West 74.98 feet; thence South 44 degrees 39 minutes 51 seconds West 57.07 feet; thence South 00 degrees 20 minutes 09 seconds East parallel with the West line of said Half Quarter Section a distance of 725.98 feet; thence South 89 degrees 39 minutes 51 seconds West 25.63 feet to the easterly right-of-way line of Frontage Road No. 1 as established per the Right-of-Way Plans for State Highway Project No. 69-1(30)6 R/W; thence along said easterly right-of-way line of Frontage Road No. 1 as established per said Right-of-Way Plans by the next two (2) courses; 1) North 12 degrees 08 minutes 42 seconds West 45.76 feet; 2) South 89 degrees 39 minutes 51 seconds West 15.00 feet to the West line of said Half Quarter Section; thence North 00 degrees 20 minutes 09 seconds West along said West line 2,349.50 feet to the place of beginning, containing 46.892 acres, more or less.

**EXCEPTING THEREFROM: TRACT "A-2"**

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence South 00 degrees 20 minutes 09 seconds East along the West line of said Half

Quarter Section a distance of 115.00 feet, thence North 07 degrees 11 minutes 42 seconds East parallel with the North line of said Half Quarter Section a distance of 65.00 feet to the POINT OF BEGINNING of this description; thence North 44 degrees 25 minutes 46 seconds East 71.00 feet; thence North 89 degrees 11 minutes 42 seconds East parallel with the North line of said Half Quarter Section a distance of 387.02 feet; thence South 45 degrees 48 minutes 18 seconds East 35.36 feet; thence South 00 degrees 48 minutes 18 seconds East 36.13 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 11 minutes 42 seconds West 450.00 feet from said point; thence southerly along said curve 119.08 feet to the point of tangency of said curve, said point being South 75 degrees 38 minutes 38 seconds East 450.00 feet from the radius point of said curve; thence South 14 degrees 21 minutes 22 seconds West 136.32 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 75 degrees 38 minutes 38 seconds East 550.00 feet from said point; thence southerly along said curve 114.73 feet to the point of tangency of said curve, said point being North 87 degrees 35 minutes 43 seconds West 550.00 feet from the radius point of said curve to a point on a curve concave southerly, the radius point of said curve being South 08 degrees 51 minutes 13 seconds East 350.00 feet from said point; thence westerly along said curve 109.35 feet to the point of tangency of said curve, said point being North 26 degrees 45 minutes 16 seconds West 350.00 feet from the radius point of said curve; thence South 63 degrees 14 minutes 45 seconds West 118.74 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 26 degrees 45 minutes 15 seconds West 250.00 feet from said point; thence westerly along said curve 115.27 feet to the point of tangency of said curve, said point being South 00 degrees 20 minutes 09 seconds East 250.00 feet from the radius point of said curve; thence South 89 degrees 39 minutes 51 seconds West 84.43 feet; thence North 45 degrees 20 minutes 09 seconds West 7.07 feet; thence North 00 degrees 20 minutes 09 seconds West parallel with the West line of said Half Quarter Section a distance of 91.32 feet; thence North 89 degrees 39 minutes 51 seconds East 15.00 feet; thence North 00 degrees 20 minutes 09 seconds West parallel with the West line of said Half Quarter Section a distance of 385.53 feet to the place of beginning, containing 4.843 acres, more or less.

**ALSO BEING TRANSFERRED AS PART OF THIS CONVEYANCE: TRACT "B-1"**

A part of the West Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at an existing railroad spike marking the Northeast corner of said Half Quarter Section; thence South 00 degrees 20 minutes 09 seconds East along the East line of said Half Quarter Section a distance of 831.00 feet; thence South 89 degrees 28 minutes 51 seconds West 129.50 feet; thence South 00 degrees 08 minutes 09 seconds East 57.20 feet; thence South 89 degrees 50 minutes 51 seconds West 79.30 feet; thence South 00 degrees 20 minutes 09 seconds East 97.60 feet; thence North 89 degrees 39 minutes 51 seconds East 114.00 feet; thence South 00 degrees 20 minutes 09 seconds East 69.00 feet; thence North 89 degrees 39 minutes 51 seconds East 95.00 feet to the East line of said Half Quarter Section; thence South 00 degrees 20 minutes 09 seconds East along said East line 654.00 feet; thence South 89 degrees 25 minutes 31 seconds West 1,323.02 feet to the West line of said Quarter Section; thence North 00 degrees 18 minutes 14 seconds West along said West line 701.93 feet; thence North 89 degrees 41 minutes

70 seconds East 557.90 feet, thence North 00 degrees 10 minutes 14 seconds West parallel with the West line of said Quarter Section a distance of 232.72 feet; thence South 89 degrees 41 minutes 46 seconds West 243.07 feet; thence North 00 degrees 18 minutes 14 seconds West parallel with the West line of said Quarter Section a distance of 275.00 feet; thence North 89 degrees 41 minutes 46 seconds East 58.85 feet; thence North 69 degrees 34 minutes 02 seconds East 144.98 feet; thence North 89 degrees 40 minutes 23 seconds East 152.50 feet; thence South 00 degrees 20 minutes 09 seconds East parallel with the East line of said Half Quarter Section a distance of 130.02 feet; thence North 89 degrees 39 minutes 51 seconds East 121.21 feet to a point on a curve concave easterly, the radius point of said curve being North 82 degrees 55 minutes 45 seconds East 175.00 feet from said point; thence northerly along said curve 20.57 feet to the point of tangency of said curve, said point being South 89 degrees 39 minutes 51 seconds West 175.00 feet from the radius point of said curve; thence North 00 degrees 20 minutes 09 seconds West parallel with the East line of said Half Quarter Section a distance of 68.46 feet; thence North 89 degrees 39 minutes 51 seconds East 322.50 feet; thence South 63 degrees 43 minutes 04 seconds East 29.17 feet; thence North 83 degrees 10 minutes 26 seconds East 104.59 feet; thence North 89 degrees 39 minutes 51 seconds East 42.50 feet; thence North 00 degrees 20 minutes 09 seconds West parallel with the East line of said Half Quarter Section a distance of 331.98 feet; thence North 45 degrees 19 minutes 12 seconds West 70.73 feet; thence South 89 degrees 41 minutes 46 seconds West 312.00 feet; thence North 00 degrees 48 minutes 54 seconds West 111.74 feet to the North line of said Half Quarter Section; thence North 89 degrees 11 minutes 06 seconds East along said North line 427.95 feet to the place of beginning, containing 32.951 acres, more or less.



# CHICAGO TITLE

[Expansion Real Estate]

PARCEL "A": Beginning at a point on the East line of the West-half of the Northwest quarter of Section 27, Township 18 North, Range 5 East, said point being South 00 degrees, 00 minutes and 00 seconds (assumed bearing) 831.0 feet from an existing railroad spike marking the Northeast corner of said West-half of the Northwest quarter, and running thence South 00 degrees, 00 minutes and 00 seconds 224.0 feet along said East line, thence South 90 degrees and 00 minutes West 95.0 feet, thence North 00 degrees, 00 minutes and 00 seconds 69.0 feet, thence South 90 degrees and 00 minutes West 114.0 feet, thence North 00 degrees, 00 minutes and 00 seconds 97.6 feet, thence South 89 degrees and 49 minutes East 70.3 feet, thence North 00 degrees and 12 minutes East 57.2 feet, thence North 89 degrees and 49 minutes East 129.5 feet to the point of beginning.

Being a part of the West-half of the Northwest quarter of Section 27, Township 18 North, Range 5 East and containing 0.78 acre, more or less. Subject to legal rights-of-way and assessments of record.

PARCEL "B": Beginning at an existing railroad spike marking the Northeast corner of the West-half of the Northwest quarter of Section 27, Township 18 North, Range 5 East and running thence South 00 degrees, 00 minutes and 00 seconds (assumed bearing) 831.0 feet along the East line of said West-half of the Northwest quarter, thence South 89 degrees and 49 minutes West 129.5 feet, thence South 00 degrees and 12 minutes East 57.2 feet, thence North 89 degrees and 49 minutes West 79.3 feet, thence South 00 degrees, 00 minutes and 00 seconds 97.6 feet, thence North 90 degrees and 00 minutes East 114.0 feet, thence South 00 degrees, 00 minutes and 00 seconds 69.0 feet, thence North 90 degrees and 00 minutes East 95.0 feet to said East line, thence South 00 degrees, 00 minutes and 00 seconds 654.0 feet along said East line, thence South 89 degrees, 45 minutes and 40 seconds West 1,324.8 feet to the West line of said Northwest quarter of Section 27, thence North 00 degrees, 02 minutes and 40 seconds East 1,704.7 feet to the Northwest corner of said Northwest quarter, thence North 89 degrees, 34 minutes and 30 seconds East 1,323.6 feet to the place of beginning.

Being a part of the West-half of the Northwest quarter of Section 27, Township 18 North, Range 5 East and containing 51,096 Acres, more or less. Subject to legal rights-of-way and easements of record.

**PARCEL "C"**

Beginning at an existing railroad spike marking the Northwest corner of the East-half of the Northwest quarter of Section 27, Township 18 North, Range 5 East, and running thence North 89 degrees, 34 minutes and 30 seconds East 1,323.6 feet to an existing iron rod marking the Northeast corner of said Northwest quarter, thence South 00 degrees, 00 minutes and 40 seconds West 1,694.27 feet along the East line of said Northwest quarter to an existing boat spike on the Northern right-of-way line of Interstate Route 69, thence South 59 degrees and 14 minutes West 1,539.95 feet along said right-of-way line to the West line of said East-half of the Northwest quarter, thence North 00 degrees, 00 minutes and 00 seconds (assumed bearing) 2,472.27 feet to the place of beginning.

Being a part of the East-half of the Northwest quarter of Section 27, Township 18 North, Range 5 East and containing 55,282 Acres, more or less. Subject to legal rights-of-way and easements of record.

EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS OF REAL ESTATE:

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 1,323.75 feet to an existing iron rod marking the Northeast corner of said Quarter Section; thence South 00 degrees 19 minutes 57 seconds East along the East line of said Quarter Section a distance of 680.02 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 19 minutes 57 seconds East along said East line 994.37 feet to the northerly right-of-way line of Interstate 69 as established per the Right-of-Way Plans for State

Highway Project No. 69-1(30)6 R/W; thence along said northerly right-of-way line and the easterly right-of-way line of Frontage Road No. 1 as established per said Right-of-Way Plans by the next four (4) courses; 1) South 58 degrees 14 minutes 49 seconds West 1,529.79 feet; 2) North 05 degrees 02 minutes 25 seconds East 66.98 feet; 3) North 12 degrees 08 minutes 42 seconds West 45.76 feet; 4) South 89 degrees 39 minutes 51 seconds West 15.00 feet to the West line of said Half Quarter Section; thence North 00 degrees 20 minutes 09 seconds West along said West line 1,628.18 feet; thence North 89 degrees 39 minutes 51 seconds East 50.00 feet; thence North 44 degrees 39 minutes 51 seconds East 42.43 feet; thence North 89 degrees 39 minutes 51 seconds East 19.17 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 20 minutes 09 seconds West 325.00 feet from said point; thence easterly along said curve 149.85 feet to the point of tangency of said curve, said point being South 26 degrees 45 minutes 15 seconds East 325.00 feet from the radius point of said curve; thence North 63 degrees 14 minutes 45 seconds East 163.70 feet to a point on a curve concave southerly, the radius point of said curve being South 26 degrees 45 minutes 11 seconds East 274.97 feet from said point; thence easterly along said curve 75.35 feet to the point of tangency of said curve, said point being North 11 degrees 03 minutes 10 seconds West 274.97 feet from the radius point of said curve to a point on a curve concave southwesterly, the radius point of said curve being South 11 degrees 03 minutes 09 seconds East 20.00 feet from said point; thence southeasterly along said curve 35.14 feet to the point of tangency of said curve, said point being North 89 degrees 37 minutes 49 seconds East 20.00 feet from the radius point of said curve; thence South 00 degrees 22 minutes 12 seconds East 95.40 feet; thence North 89 degrees 37 minutes 48 seconds East 50.00 feet; thence North 89 degrees 11 minutes 42 seconds East 788.33 feet to the place of beginning, containing 42.626 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record, but excluding from this 42.626 acre tract the following 2.512 acre tract:

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 1,323.75 feet to an existing iron rod marking the Northeast corner of said Quarter Section; thence South 00 degrees 19 minutes 57 seconds East along the East line of said Quarter Section a distance of 980.29 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 19 minutes 57 seconds East along said East line 166.04 feet; thence South 89 degrees 37 minutes 33 seconds West 540.21 feet; thence South 15 degrees 54 minutes 15 seconds West 37.50 feet; thence South 89 degrees 37 minutes 33 seconds West 73.60 feet; thence North 00 degrees 22 minutes 27 seconds West 190.59 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 37 minutes 33 seconds West 175.00 feet from said point; thence northerly along said curve 48.05 feet to the point of tangency of said curve, said point being North 73 degrees 53 minutes 39 seconds East 175.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 79.81 feet; thence South 16 degrees 56 minutes 02 seconds East 37.56 feet; thence North 89 degrees 37 minutes 32 seconds East 540.48 feet to the place of beginning,

containing 2.512 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

AND

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 114.47 feet; thence South 00 degrees 48 minutes 18 seconds East 65.00 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 11 minutes 42 seconds East parallel with the aforesaid North line 387.02 feet; thence South 45 degrees 48 minutes 18 seconds East 70.71 feet; thence South 00 degrees 48 minutes 18 seconds East 11.13 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 11 minutes 42 seconds West 475.00 feet from said point; thence southerly along said curve 125.69 feet to the point of tangency of said curve, said point being South 75 degrees 38 minutes 38 seconds East 475.00 feet from the radius point of said curve; thence South 14 degrees 21 minutes 22 seconds West 136.32 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 75 degrees 38 minutes 38 seconds East 525.00 feet from said point; thence southerly along said curve 113.48 feet to the point of tangency of said curve, said point being North 88 degrees 01 minutes 44 seconds West 525.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave northwesterly, the radius point of said curve being North 88 degrees 01 minutes 44 seconds West 20.00 feet from said point; thence southwesterly along said curve 27.88 feet to the point of tangency of said curve, said point being South 08 degrees 10 minutes 14 seconds East 20.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southerly, the radius point of said curve being South 08 degrees 10 minutes 14 seconds East 325.00 feet from said point; thence westerly along said curve 105.41 feet to the point of tangency of said curve, said point being North 26 degrees 45 minutes 16 seconds West 325.00 feet from the radius point of said curve; thence South 63 degrees 14 minutes 45 seconds West 118.74 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 26 degrees 45 minutes 15 seconds West 275.00 feet from said point; thence westerly along said curve 126.80 feet to the point of tangency of said curve, said point being South 00 degrees 20 minutes 09 seconds East 275.00 feet from the radius point of said curve; thence South 89 degrees 39 minutes 51 seconds West 59.43 feet; thence North 45 degrees 20 minutes 09 seconds West 42.43 feet; thence North 00 degrees 20 minutes 09 seconds West parallel with the West line of said Half Quarter Section 91.32 feet; thence North 89 degrees 39 minutes 51 seconds East 15.00 feet; thence North 00 degrees 20 minutes 09 seconds West parallel with the aforesaid West line 385.53 feet; thence North 44 degrees 25 minutes 46 seconds East 71.00 feet to the place of beginning, containing 5.320 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.



The Expansion Real Estate also includes the following 2.512 acre tract:

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 1,323.75 feet to an existing iron rod marking the Northeast corner of said Quarter Section; thence South 00 degrees 19 minutes 57 seconds East along the East line of said Quarter Section a distance of 980.29 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 19 minutes 57 seconds East along said East line 166.04 feet; thence South 89 degrees 37 minutes 33 seconds West 540.21 feet; thence South 15 degrees 54 minutes 15 seconds West 37.50 feet; thence South 89 degrees 37 minutes 33 seconds West 73.60 feet; thence North 00 degrees 22 minutes 27 seconds West 190.59 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 37 minutes 33 seconds West 175.00 feet from said point; thence northerly along said curve 48.05 feet to the point of tangency of said curve, said point being North 73 degrees 53 minutes 39 seconds East 175.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 79.81 feet; thence South 16 degrees 56 minutes 02 seconds East 37.56 feet; thence North 89 degrees 37 minutes 32 seconds East 540.48 feet to the place of beginning, containing 2.512 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.



CHICAGO TITLE

EXHIBIT C

[Tract or Phase 1]

BEST POSSIBLE IMAGE

LIMESTONE SPRINGS  
SECTION 1A

A part of the East half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

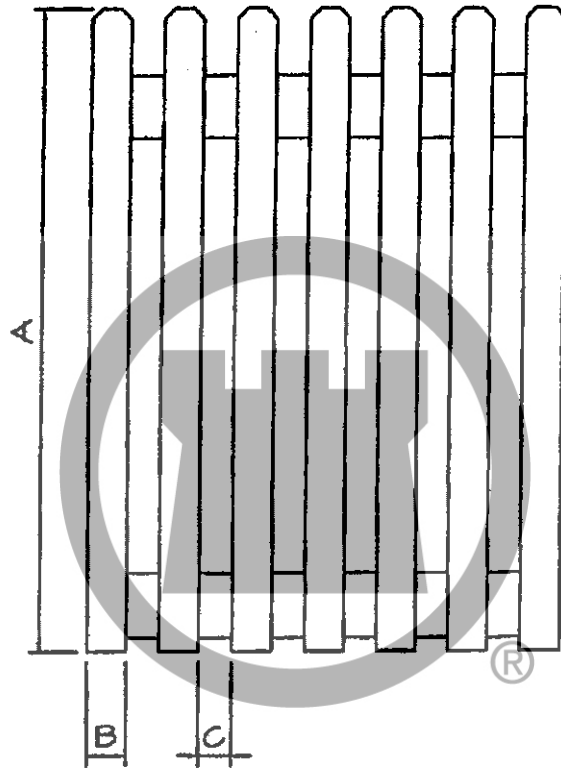
Commencing at the Southwest Corner of said Quarter; thence North 00 degrees 20 minutes 09 seconds West 872.10 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 20 minutes 09 seconds West along said line, a distance of 74.00 feet; thence South 89 degrees 25 minutes 31 seconds West 560.00 feet; thence North 00 degrees 20 minutes 09 seconds West 109.92 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 89 degrees 39 minutes 51 seconds West 20.00 feet from said point; thence northwesterly along said curve 31.50 feet to the point of tangency of said curve, said point being North 00 degrees 34 minutes 29 seconds West 20.00 feet from the radius point of said curve; thence North 00 degrees 08 minutes 42 seconds West 50.00 feet to a point on a curve concave northwesterly, the radius point of said curve being North 00 degrees 34 minutes 30 seconds West 20.00 feet from said point; thence northeasterly along said curve 31.33 feet to the point of tangency of said curve, said point being North 89 degrees 39 minutes 50 seconds East 20.00 feet from the radius point of said curve; thence North 00 degrees 20 minutes 09 seconds West 100.08 feet; thence South 89 degrees 25 minutes 31 seconds West 151.50 feet; thence North 00 degrees 34 minutes 29 seconds West 170.00 feet; thence North 89 degrees 25 minutes 31 seconds East 4.79 feet; thence North 00 degrees 34 minutes 29 seconds West 120.00 feet; thence North 89 degrees 25 minutes 31 seconds East 197.89 feet; thence South 00 degrees 31 minutes 26 seconds East 9.40 feet; thence North 89 degrees 39 minutes 51 seconds East 120.00 feet; thence South 00 degrees 20 minutes 09 seconds East 170.84 feet; thence North 89 degrees 39 minutes 51 seconds East 120.00 feet; thence North 00 degrees 20 minutes 09 seconds West 6.55 feet; thence North 89 degrees 39 minutes 51 seconds East 320.00 feet; thence South 00 degrees 20 minutes 09 seconds East 208.19 feet; thence South 45 degrees 20 minutes 09 seconds East 42.42 feet; thence South 00 degrees 20 minutes 33 seconds East 70.01 feet; thence South 44 degrees 39 minutes 51 seconds West 42.43 feet; thence South 00 degrees 20 minutes 09 seconds East 150.00 feet; thence South 89 degrees 39 minutes 51 seconds West 50.00 feet to the place of beginning. Containing 7.629 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.



CHICAGO TITLE

EXHIBIT D

White Vinyl (PVC) Dog Ear  
Fence 48" x 96" Panel



CHICAGO TITLE

A = 48" (MAX)  
B = 3"  
C = 2 1/2" (MAX)