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MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR THE
MERIDIAN COMMUNITY

Jessie
0705-2003

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EASEMENTS AND RESTRICTIONS
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MERIDIAN COMMUNITY

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MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR THE
MERIDIAN COMMUNITY

REF: 060000593

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "Master Declaration") is made this 7th day of March, 2006 by Meridian East Development Company, LLC, an Indiana limited liability company, for itself, its successors, grantees and assigns other than the ultimate purchasers of a Dwelling or Lot (hereinafter called the "Declarant").

ARTICLE I
The Property

Section 1.01. The Property. The Property subject to this Declaration consists of all that certain real property with any improvements constructed thereon, located in Hancock County, Indiana and more fully described in "Exhibit A" which is attached hereto, and made a part hereof, together with the easements, rights and appurtenances belonging thereto, and any Additional Real Estate, as defined herein, subjected to this Declaration.

ARTICLE II
Definitions

Section 2.01. Definitions. The following terms when used in this Declaration, Supplemental Declaration, if any, and in the By-Laws of the Community Association are intended to be consonant with the meanings ascribed to them by this Section 2.01.

- (a) "Additional Real Estate" shall mean that real estate described in "Exhibit B", attached hereto and made a part hereof and such other real estate located approximately at the southeast corner of CR100N and Meridian Road, consisting of approximately 104 acres, which the Declarant shall designate as Additional Real Estate which has not been subjected to this Declaration. The Declarant shall have the right and power to subject all or any part of the Additional Real Estate to this Declaration in the future. Declarant explicitly reserves the right to add parcels of real estate to the Additional Real Estate. Further, the Declarant shall have the right to disengage any portion of the Additional Real Estate from the Overall Development Plan as defined herein.
- (b) "Advisory Committee" shall mean a committee comprised of up to three (3) persons appointed by the Declarant to represent a portion of the Property which has been subjected to a Supplemental Declaration. The Advisory Committee shall be subject to removal by the Declarant at any time. The Declarant may, at its sole discretion, at any time, relinquish to the Board the power to appoint and remove members of the Advisory Committee.

- (c) "Assessments" shall mean all levies, charges or sums payable by one or more Owners from time to time upon notification by the Board of Directors. The obligation to pay Assessments is a covenants running with the land. Each Assessment shall be separate and payable by the Owner of each Dwelling, Lot, or parcel of land to which the Assessment is appurtenant.
- (d) "Association" or "Community Association" shall mean the Meridian Community Association, Inc., an Indiana not-for-profit corporation, being an association of all of the Owners, which shall have the duties and powers established in this Declaration, Supplemental Declarations, if any, and in the By-Laws.
- (e) "Board of Directors" or "Board" shall mean a board of individuals of the number stated herein and in the By-Laws, which shall manage and administer the business, operation and affairs of the Community Association on behalf of the Owners.
- (f) "By-Laws" shall mean the governing regulations adopted pursuant to this Declaration for the administration of the Community Association, including any amendments which are adopted from time to time.
- (g) "Common Expenses" shall mean expenses for which the Owners are liable as provided herein, including, but not limited to:
 - (i) Expenses of administration, maintenance, repair and replacement of the Community Facilities;
 - (ii) Expenses or liabilities agreed upon as common by the Owners;
 - (iii) Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves; and
 - (iv) All other expenses or charges levied or to be levied pursuant to this Declaration, any Supplemental Declaration or the By-Laws against Owners.
- (h) "Common Receipts" shall mean the funds collected from the Owners as Assessments and receipts designated as common by the provisions of this Declaration, any Supplemental Declaration and the By-Laws.
- (i) "Common Surplus" shall mean the excess of all Assessments over all Common Expenses.

- (j) "Community Facilities" shall mean and include all of those facilities and portions of the Property which are owned or intended to be owned pursuant to the provisions of this Declaration, any Supplemental Declaration or any amendment thereto by the Community Association. The Community Facilities may include, but shall not be limited to, open and wooded green space land, recreational improvements and areas, community buildings, community lighting, private streets, if any, signage, entry monuments, decorative street signs and street furniture, landscaping, common sidewalks, and walking trails and ponds, and any other appurtenant features. Community Facilities are identified as Common Area on the Plat.
- (k) "Declaration of Condominium" shall mean a Declaration subjecting a particular portion of the Property to the condominium form of ownership and establishing a condominium association, which may or may not be established as a condominium pursuant to the Condominium Law.
- (l) "Developer or Approved Builder" shall mean any person or entity to which the Declarant conveys a portion of the Property for the development of Lots or parcels of land with or without any of the Declarant's rights contained within this Declaration, the By-Laws or any Supplemental Declaration.
- (m) "Development" shall mean a specifically referenced subdivision subjected to a Supplemental Declaration pursuant to this Declaration.
- (n) "Dwelling" or "Dwelling Unit" shall mean a structure or part thereof designed, sold and occupied exclusively as a residence and located on land subject to this Declaration. For the purposes of this document, each separate Dwelling Unit shall be subject to all of the rights, privileges and duties as if each were separately owned, irrespective of whether this is so in fact or not.
- (o) "Eligible Mortgagee" shall mean a holder, insurer or guarantor of a first mortgage lien on one or more Dwellings or Lots who shall have, by way of foreclosure, deed, or other legally recognized evidence of control of ownership rights, acquired the ownership rights to such Dwelling, Lot or Land, and who shall have provided to the Community Association a statement of its name, address and the Dwelling Unit(s) or Lot(s) over which it has obtained such control.
- (p) "Entire Development" shall mean the development created on the Property, and any Additional Real Estate or other property which may be developed by Declarant and subjected to this Declaration and which shall also be referred to as the "Meridian Community".

- (q) "Land" shall mean any portion of the Property that is transferred by Declarant to a third party for the purpose of further development of that portion of the Property by the third party, its successors and assigns.
- (r) "Limited Charge" shall mean that assessment made against an Owner(s) (i) for services provided to that Owner(s) not otherwise included in Common Expenses or Limited Common Area Assessment, or (ii) for costs incurred from the Owner's negligent conduct.
- (s) "Limited Common Area" shall mean those Community Facilities which are designated for, and subject to easement for, the sole use of an Owner or Owners, or that are for the exclusive use of a specific Development, and whose use of the Community Facilities is limited to an Owner or Owners as provided in a Supplemental Declaration. Limited Common Areas is identified as Common Area on the Plat, but may be designated as Limited Common Area by way of a Supplemental Declaration.
- (t) "Limited Common Area Assessment" shall mean that assessment determined by the Board of Directors of the Community Association for the maintenance, repair or replacement of the Limited Common Area.
- (u) "Lot" shall mean a separate and subdivided parcel of land which is shown as a separate unit on the recorded Plat upon which a Dwelling Unit or Dwelling Units is or will be erected.
- (v) "Member" shall mean the Class A and Class B members of the Community Association.
- (w) "Overall Development Plan" shall mean the plan of projected development of the Property and the Additional Real Estate, which may be revised from time to time by the Declarant.
- (x) "Owner" shall mean the record owner (exclusive of the Declarant and any Developer or Approved Builder), whether one or more persons or entities, of fee simple title to any Land, Dwelling or Lot which is situate within the Property, but excluding those persons having an interest merely as security for the performance of an obligation. Multiple owners of a Dwelling or Lot shall together be deemed one Owner for purposes of this Declaration.
- (y) "Person" shall mean a natural individual, corporation, partnership, association, trust or other legal entity or any combination thereof.
- (z) "Plat" shall mean a final subdivision plat depicting all or a portion of the Property recorded in the Office of the Recorder of Hancock County, Indiana.

- (aa) "Property" shall mean and include the real property, and all easements, rights and appurtenances belonging thereto, which have been submitted by the Declarant to the provisions of this Declaration.
- (bb) "Recorded" shall mean that an instrument has been duly entered of record in the Office of the Recorder of Hancock County, Indiana.
- (cc) "Supplemental Declaration" shall mean a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for a particular portion of the Property designating any Community Facilities or Limited Common Area, setting forth the obligations, structure and operational procedures of the Advisory Committee and any covenant, conditions, obligations, easements or restrictions which are applicable only to the Property subjected to the Supplemental Declaration. Each Plat of the Community may be subjected to a Supplemental Declaration upon the determination of the Declarant.

ARTICLE III Applicability

Section 3.01. Applicability. This Declaration shall be applicable to the Property. All present and future Owners and occupants or tenants of any Dwelling or Lot, their guests, licensees, servants, agents, employees, and any other person or persons who shall be permitted to use the Community Facilities, and Limited Common Areas shall be subject to this Declaration, the Supplemental Declaration, if any, the By-Laws and any rules and regulations the Board of Directors shall promulgate from time to time to govern the conduct of its Owners and occupancy of the Property. Ownership, rental or occupancy of any of the Dwelling or Lot in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with this Declaration, the Supplemental Declaration, if any, the By-Laws and any rules and regulations of the Community Association. This Declaration shall apply to any of the Additional Real Estate transferred to a third party for the purposes of development, and any such purchaser accepts the terms of this Declaration by accepting a deed for such real estate that has been subjected to this Declaration. Declarant reserves the right, prior to such transfer, to subject such real estate to a Supplemental Declaration prior to transfer.

Section 3.02. Interpretation of Declaration, the Supplemental Declaration, if any, and By-Laws. In the event of a conflict of interpretation between the provisions set forth in the By-Laws, the Supplemental Declaration, if any, and this Declaration, this Declaration shall govern, except to the extent this Declaration is inconsistent with applicable law. In the event that the Internal Revenue Code is hereafter amended or changed, both this Declaration and the By-Laws shall be interpreted so as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

ARTICLE IV
The Community Facilities and Limited Common Areas

Section 4.01. Owner's Easement of Enjoyment of Community Facilities. The Community Facilities located or to be located within the Property are set forth in the Overall Development Plan and described in any Supplemental Declaration. To the extent the Declarant subjects any of the Additional Real Estate to the provisions of this Declaration pursuant to Article VI hereof, the Declarant shall have the right to amend the Overall Development Plan to show any additional Community Facilities erected or to be erected within the Property and the Additional Real Estate subjected to the Declaration. Every Owner shall have the right of ingress and egress over and the right of enjoyment in and to the Community Facilities which right shall be appurtenant to each Dwelling or Lot and shall pass with title to every Dwelling or Lot, subject, nevertheless, to the following provisions:

- (a) The right of the Community Association to make reasonable charges and Assessments for the use of any or all of the Community Facilities, and the obligations of the Community Association under this Declaration to provide for the maintenance, repair and replacement of the Community Facilities.
- (b) The right of the Community Association to suspend the voting rights of an Owner and the right of an Owner to use any of the Community Facilities for the failure to pay in full any Assessment within thirty (30) days of the due date, or for the infraction of any of the rules and regulations of the Community Association after the Board of Directors determines that an infraction has occurred and notifies the Owner of the infraction.
- (c) The right of the Community Association to declare or transfer all or any part of the Community Facilities to any public agency, authority, or utility for those purposes and subject to those conditions agreed to be the Owners. No dedication or transfer shall be effective unless a vote of two-thirds of all Members shall be obtained.
- (d) The right of the Community Association to limit or prescribe the number or kinds of guests of Owners or occupants who may use the Community Facilities, to make a charge for use of the Community Facilities by guests of Owners or occupants, or to allow persons who are not Owners to use some or all of the Community Facilities, subject to any fees and rules and regulations which the Board of Directors may establish from time to time.
- (e) The right of the Community Association to establish rules and regulations governing the use of the Community Facilities.
- (f) An easement for the present and future installation and maintenance of electric service, cable service, telecommunication services, domestic

water, storm water facilities and sanitary sewer facilities including, but not limited to, laterals, mains, clean outs and manholes, gas, drainage and other utility facilities and the necessary appurtenances to the same which easement shall run in favor of the Declarant, the Community Association and the entity or entities owning or operating these facilities.

- (g) The right and privilege hereby expressly reserved for the Declarant, its successors and assigns other than ultimate Dwelling or Lot purchasers without let or hindrance, to go upon any or all of the Community Facilities, including land conveyed or developed; to construct, reconstruct, repair, renovate, or to correct work done or to be done by themselves, their agents, servants, workmen or contractors.
- (h) An easement in favor of the Declarant, its successors and assigns other than ultimate Dwelling purchaser, its agents, servants, licensees and invitees for the purposes incident to the operations by the Declarant, in the process of construction and marketing of Dwellings.
- (i) The right of the Community Association to enter upon the Lot or Dwelling of an Owner to fulfill the Community Association's obligations with respect to the Community Facilities and Limited Common Area.
- (j) The right of the Declarant by designation in a Supplemental Declaration to limit the use and enjoyment of certain portions of the Property subjected to such Supplemental Declaration or certain facilities within such property to the sole and exclusive use of less than all of the Owners and to provide for the assessment by the Community Association of the costs and expenses associated with the maintenance, repair, replacement, operation and administration of such property or facilities by the Community Association to only such Owners.

Section 4.02. Non-Occupant Owners' Use. In the event an Owner leases his Dwelling, the tenant of the Dwelling shall be entitled to use any of the Community Facilities located on the Property or otherwise available for use by all Owners. A tenant's right to use the Community Facilities shall be deemed as assignment of the Owners' right to use these facilities and shall preclude the non-occupant Owner from also using these facilities (unless otherwise determined by the Board of Directors).

Section 4.03. No Waiver of Use. No Owner may exempt himself from the payment of Assessments levied by the Community Association, nor release his Dwelling or Lot from the liens created for non-payment of Assessments by waiver of the use or enjoyment of the Community Facilities by abandonment of his Dwelling or Lot, by any conveyance or covenant severing the rights and benefits from the Dwelling, or otherwise. The obligation to pay Assessments is absolute and unconditional and, in addition to being a covenant running with the land, is a personal obligation of each Owner and shall not be subject to setoffs or counterclaims.

Section 4.04. Obsolescence. Subject to the provisions of Section 4.05(c), in the event that the Board of Directors shall determine that any Community Facility is obsolete, the Board of Directors may call for a vote of the Members to determine whether or not the Community Facility should be demolished. The vote of eighty percent (80%) of the Owners, the Declarant and two-thirds (2/3) of the Eligible Mortgagees in attendance if there is a quorum (as defined in the By-Laws) at such meeting, shall determine whether the Community Facilities should be demolished. The cost of demolition or replacement shall be a Common Expense.

Section 4.05. Community Facilities.

- (a) The Community Facilities, or portions thereof, shall be conveyed by the Declarant to the Community Association at such time as is determined by the Declarant. The Community Association shall accept ownership of the Community Facilities, or any portion of the Community Facilities, provided such acceptance shall not be deemed a waiver of the Declarant's obligation to complete the Community Facilities, if not completed at the time of transfer. The costs and expenses incurred in the use and operation of the Community Facilities shall be a Common Expense whether the Community Facility is owned by the Declarant or the Community Association. In the event any Community Facility is located within a portion of the Property subject to a Supplemental Declaration creating a horizontal property regime, no such Community Facility shall be conveyed to the Community Association, however, in all other respects such Community Facility will be treated in the same manner as other Community Facilities pursuant to this Declaration.
- (b) The Declarant reserves the right in connection with the development of the Community to create additional Community Facilities on the Property, some of which may replace or supplement Community Facilities already erected or installed on the Property.

Section 4.06. Limited Common Area.

- (a) Limited Common Area located or to be located within the Property shall be described in a Supplemental Declaration and shown on the Plat. To the extent the Declarant subjects any of the Additional Real Estate to the provisions of this Declaration pursuant to Article VI hereof, the Declarant shall have the right to amend any Supplemental Declaration to show any additional Limited Common Area erected or to be erected within the Additional Real Estate subjected to this Declaration.
- (b) The Limited Common Area shall be conveyed by the Declarant to the Community Association at such time as is determined by the Declarant. The Community Association shall accept ownership of the Limited Common Area or any portion of the Limited Common Area, provided such acceptance shall not be deemed a waiver of the Declarant's

obligation to complete the Limited Common Area, if not completed at the time of transfer. The costs and expenses incurred in the use and operation of the Limited Common Area shall be a Limited Common Area Assessment whether the Common Area is owned by the Declarant or the Community Association.

- (c) Every Owner or Owners right to the use and enjoyment of the Limited Common Area shall be subject to the following provisions:
 - (i) The right of the Board of Directors of the Community Association to make Limited Common Area Assessments;
 - (ii) The rights and easements granted to the Declarant, Developer and Community Association herein;
 - (iii) The obligation of each Owner to keep those Limited Common Areas which are for the exclusive use of a group of Owners free from debris; and
 - (iv) The obligation of the Owner to secure and insure any personal property maintained in the Limited Common Area exclusively assigned to the Owner.
- (d) Any rights which any Owner, its tenants, guests, licensees, servants, agents, employees or any other persons may have now or in the future to access or use any of the Limited Common Area shall be set forth in any Supplemental Declaration recorded against such Owner's Dwelling or Lot.
- (e) The obligations of the Community Association with respect to Limited Common Area are set forth in the Supplemental Declaration applicable to the Limited Common Area.

ARTICLE V Entire Development

Section 5.01. Entire Development. The Declarant may change or alter the plan for the Entire Development without the approval of or notice to any Owner or the Community Association subject however to the requirements or any municipal approvals. The provisions of the Entire Development shall not create any rights in favor of any Owner or the Community Association unless and until any such real estate included in the Entire Development is finally approved and a final subdivision plat is duly recorded by the Declarant or Developer and such real estate is subjected to this Declaration by amendment.

Section 5.02. Reservation of Option to Subject Additional Real Estate to the Declaration. Declarant explicitly reserves the option, until the expiration of five (5) years from the date on which the Declarant sells the final Lot of Land contained in the Entire Development,

subject to, from time to time, all or any portion of the Additional Real Estate to this Declaration in accordance with the provisions of this Article V. This option may be exercised by the Declarant without the consent or approval of any Owner or any Eligible Mortgagee except the Department of Housing and Urban Development (HUD) and the Veterans' Administration (VA) to the extent each holds, insures or guarantees any first mortgage lien on a Dwelling in the Property and requires the Declarant to obtain approval. This option shall not terminate prior to its expiration except by amendment to this Declaration filed of record by the Declarant. The Declarant expressly reserves the right to subject any or all portions of the Additional Real Estate to this Declaration at any time, at different times, in any order and without limitation. The Declarant shall have the right to subject less than all of the Additional Real Estate to this Declaration at any time until the option herein reserved expires. The Declarant makes no assurances with regard to the order in which any portions of the Additional Real Estate may be subjected to this Declaration. Only that property described in "Exhibit A", as the same may be amended from time to time, shall be deemed subject at any time to this Declaration.

Section 5.03. Reservation of Right to Add Real Estate to Additional Real Estate. Declarant explicitly reserves the right to add parcels of real estate to the Additional Real Estate. Such real estate must be contiguous to the Property or the Additional Real Estate at the time of the proposed addition.

Section 5.04. Procedure for Adding Additional Real Estate or Subjecting Additional Real Estate to Declaration. Upon the Declarant's election to subject a portion of the Additional Real Estate to this Declaration, or to add real estate to Additional Real Estate, the Declarant shall, at its own cost and expense, prepare and record an amendment to this Declaration so as to include the real estate to Additional Real Estate or to include that portion of the Additional Real Estate in the Property. The Declarant shall have the right to record this amendment without the prior approval of the Board of Directors or the Owners.

Section 5.05. Option to Create Additional Community Facilities or Limited Common Area. The Declarant reserves the option, until the expiration of five (5) years from the date on which the Declarant sells the final Lot or Land contained in the Entire Development, to create Community Facilities and Limited Common Area within the Additional Real Estate and to convey any of the Community Facilities or Limited Common Area that may be created in the Additional Real Estate to the Community Association in accordance with the provisions of this Article V. This option may be exercised by the Declarant without the consent or approval of any Owner or any Eligible Mortgagee except HUD and VA to the extent each holds, insures or guarantees any first mortgage lien on any Dwelling in the Property and requires the Declarant to obtain this approval. This option shall not terminate prior to its expiration except by amendment to this Declaration filed of record by the Declarant. The Declarant expressly reserves the right to create or designate Community Facilities or Limited Common Area within any or all portions of the Additional Real Estate and to convey any of the Community Facilities or Limited Common Area to the Community Association at any time, at different times, in any order and without limitation, until the option herein reserved expires. The Declarant makes no assurances with regard to the order in which these Community Facilities or Limited Common Area may be created or designated nor within which portion of the Additional Real Estate these Community Facilities or Limited Common Area shall be created or designated. The Declarant shall not be

required to create or designate Community Facilities or Limited Common Area within all or any portion of the Additional Real Estate.

Section 5.06. Procedure for Creating Additional Community Facilities or Limited Common Area. Upon the Declarant's election to create or designate Community Facilities or Limited Common Area within the Additional Real Estate, the Declarant shall, at its own cost and expense, prepare and record an amendment to this Declaration so as to include the newly created or designated Community Facilities or Limited Common Area in the Plan and, to the extent the Declarant shall deem it necessary, to amend or supplement any provisions of this Declaration to account for the newly created or designated Community Facilities or Limited Common Area. The Declarant shall have the right to record these amendments and supplements without the prior approval of the Community Association, its Board of Directors or the Owners.

ARTICLE VI
The Community Association

Section 6.01. The Community Association.

- (a) The Community Association is the governing body for all of the Owners and is responsible for the following:
 - (i) the maintenance, repair, replacement, management, operation and administration of the Community Facilities subject to the provisions of this Declaration; and
 - (ii) any additions or improvements to the Community Facilities.
 - (iii) authority regarding improvements to any Lot, subject to the provisions of 6.01(e) below.
 - (iv) any obligations that may be described in a Supplemental Declaration.
 - (v) any other responsibilities set forth in the By-Laws.
- (b) Nothing herein contained shall be construed so as to preclude the Community Association from delegating these responsibilities to a manager or agent or to other person, firm or corporation, subject to the authority of the Board of Directors.
- (c) The Common Expenses incurred or to be incurred for the utility services, maintenance, repair, replacement, management, operation and use of the Community Facilities, and the making of any additions or improvements to the Community Facilities shall be assessed by the Community Association against and collected from the Owners in accordance with

Article IX hereof. Common Expenses with respect to Community Facilities shall be shared by all Owners.

- (d) Limited Common Area Assessments shall be assessed exclusively against the Owners whose Dwelling or Lot is subjected to a Supplemental Declaration describing such Limited Common Area and shall be assessed in accordance with the terms of such Supplemental Declaration.
- (e) Notwithstanding the foregoing and Section 11.02, the Declarant, or designated appointees of the Declarant, shall constitute the Architectural Control Committee, until all Lots in the Community have been transferred by the Declarant to a third party, or until Declarant relinquishes such control in writing, whichever occurs first. Only upon such event shall the Board of Directors acquire the power to act as the Architectural Control Committee or to delegate such control to a committee, as set forth in Section 11.03(b).

Section 6.02 Membership in Community Association.

- (a) All Owners, upon acceptance of the deed to a Dwelling or Lot, shall become Members of the Community Association and shall then be obligated to pay all Assessments levied by the Community Association. Except as otherwise provided, membership in the Community Association shall be limited to the owners of Dwellings or Lots subjected to this Declaration by the Declarant.
- (b) Every Owner shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership. Any person who is holding an interest in a Dwelling or Lot merely as a security for the performance of an obligation shall not be a Member.
- (c) There shall be two classes of membership in the Community Association; Class A Members and the Class B Member.
 - (i) Class A Members shall be all Owners and each shall be entitled to one (1) vote for each Dwelling or Lot as set forth in each Supplemental Declaration recorded pursuant to this Declaration.
 - (ii) The Class B Member shall be the Declarant who shall retain all of the votes for the Property and Additional Real Estate not transferred to an Owner, and shall have three (3) votes per Dwelling or Lot and three (3) votes per acre for such Property and Additional Real Estate not yet subjected to a Supplemental Declaration.

The Class B membership shall cease and shall be converted to Class A membership when seventy-five percent (75%) of the Entire Development has been transferred to owners other than Declarant or a developer.

- (d) When more than one person holds an interest or interests in any Dwelling or Lot, all persons shall be one member collectively, and the vote for this Dwelling or Lot shall be exercised as if one (1) person owned such Dwelling or Lot, but in no event shall more than the votes as described in Subparagraph (c) above be cast with respect to any Dwelling or Lot.
- (e) The total number of votes shall be increased to reflect the additional Dwellings or Lots and votes when any Additional Real Estate is subjected to this Declaration. Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Community Association that would in any way affect any of the rights, privileges, powers or options of the Declarant, including, but not limited to, development of the Property or the Additional Real Estate, without the prior written approval of the Declarant.
- (f) Every lawful transfer of title to a Dwelling or Lot shall include membership in the Community Association and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Community Association may not be assigned or transferred without the transfer of legal title to a Dwelling or Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

Section 6.03. Board of Directors.

- (a) Subject to the provisions of this Declaration and the By-Laws, the Board of Directors shall have the power to act on behalf of the Community Association. The initial Board of Directors shall consist of three (3) members appointed by the Declarant. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board of Directors may be replaced with Owners, other than the Declarant, in accordance with the provisions of Subparagraph 6.03.
- (b) Subject to the right of the Declarant to alter the following procedure so as to have all or part of the transition process occur earlier than as hereafter described, the transition from Declarant-appointed members of the Board of Directors to Owners other than the Declarant shall occur as follows:
 - (i) No later than the annual meeting immediately following the

conveyance of seventy-five percent (75%) of all of the Dwellings or Lots contained in the Entire Development to Owners, the Owners shall elect three (3) members of the Board of Directors, who shall replace the remaining Declarant-appointed members appointed pursuant to Subsection (a) above pursuant to the By-Laws.

- (ii) Notwithstanding the foregoing, the Declarant shall have the right to appoint a representative to the Board of Directors until six (6) months after the last Dwelling or Lot owned by the Declarant is conveyed by the Declarant or a Builder to an Owner. This representative to the Board of Directors shall receive all notices and information provided to members of the Board of Directors. The Declarant representative shall have the right to veto within ten (10) days any decision of the Board of Directors which he deems adverse to the interest of the Declarant but shall not otherwise be entitled to vote.
- (c) Regardless of the Declarant's status with regard to the Board of Directors, Declarant reserves the right to be and to control the Architectural Control Committee. The Board of Directors shall not obtain control of the Architectural Control Committee until such time as the Declarant affirmatively transfers, in writing, such control to the Board of Directors.

ARTICLE VII Insurance

Section 7.01. Liability. The Board of Directors shall obtain or cause to be obtained "broad-form" comprehensive public liability and property damage insurance covering liability for loss or damage to persons or property in those amounts, against those risks and in those insurance companies which the Board of Directors shall determine from time to time, but in no event less than One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. This insurance shall include protection against liability for property of others, and any other risks customarily covered in similar policies for associations similar to the Community Association. All liability insurance contracts shall contain severability of interest provisions and cross liability endorsements to cover liabilities of the Community Association or the Owners as a group to an individual Owner.

Section 7.02. Property. The Board of Directors shall obtain or cause to be obtained "Community" or "blanket" "all-risk" hazard and, if applicable, flood insurance coverage covering damage to the Community Facilities and Limited Community Facilities, all fixtures and equipment, if any, and all personal property owned by the Community Association (the "Insured Property").

Section 7.03. Dwelling Insurance Maintained by Owner.

- (a) Each Owner shall be individually responsible for maintaining "all risk" hazard, and, if applicable, flood insurance coverage for his Lot, Dwelling and the fixtures installed therein and for all personal property of the Owner in a company or companies acceptable under the standards set by the Board of Directors in an amount equal to the maximum insurable replacement value, providing for no "co-insurance", and containing an "agreed amount endorsement" or its equivalent, and, if available, an "Inflation Guard Endorsement". In the event of damage or destruction to a Dwelling, the Owner shall repair or replace the Dwelling within one hundred and eighty (180) days.
- (b) Each Owner shall be obligated to repair and restore the damage to his Dwelling, unless repair or replacement would be illegal under any state of local health or safety statute or ordinance or at least eighty percent (80%) of the Members and Eligible Mortgagees vote not to rebuild.

Section 7.04. General Insurance Provisions.

- (a) Premiums for the insurance coverage carried by the Association and related insurance expenses shall be part of the Common Expenses for which Assessments are levied against the Owners as set forth in the By-Laws.

Section 7.05. Damage or Destruction of Community Facilities, Limited Community Facilities; Repair or Replacement. Where loss or damage occurs to any portion of the Community Facilities, Limited Common Area or other insured property, the Community Association shall be obligated to repair and the damage caused by the loss, unless repair or replacement would be illegal under any state or local health or safety statute or ordinance or at least eighty percent (80%) of the Members and Eligible Mortgagees vote not to rebuild.

- (a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and shall have the right and obligation to negotiate and contract for the repair and restoration of the Community Facilities, Limited Common Area, insured Dwellings or other insured property.
- (b) If the net proceeds of the insurance are insufficient to pay for the estimated cost of repair and restoration (or for the actual cost thereof if the work has actually been done), the Board of Directors shall promptly, upon determination of the deficiency, levy a special assessment for Common Expense against all Owners for that portion of the deficiency as is attributable to the cost of repair and restoration of the Community Facilities and Limited Common Areas for that portion of the deficiency not covered by insurance proceeds. The special assessment funds shall be added by the Board of Directors to the insurance proceeds available for the

repair and restoration.

- (c) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient, but additional funds are raised by special assessment so that sufficient funds are on hand to fully pay for the restoration and repair, then no Eligible Mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

Section 7.06. Damage or Destruction of Community Facilities, Limited Common Area; No Repair or Replacement. If the Community Facilities or Limited Common Area are not repaired or replaced the following shall apply:

- (a) The insurance proceeds attributable to the damaged Community Facilities and Limited Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Property as determined by the Board of Directors; and
- (b) The insurance proceeds attributable to the Community Facilities and Limited Common Area which are not rebuilt shall be utilized by the Community Association to offset Common Expenses or shall be added to reserve accounts, as determined by the Board of Directors.

Section 7.07. Limitation of Liability. Notwithstanding the duty of Board of Directors to maintain and repair the Community Facilities and Limited Common Area or the Dwellings if so provided in a Supplemental Declaration, the Board of Directors shall not be liable for injury or damage caused by the failure of the Board of Directors to maintain or repair the same, except to the extent of the proceeds of insurance carried by the Board of Directors and collected and received therefore.

ARTICLE VIII Easements

Section 8.01. Utilities. All of that real property subjected to this Declaration shall be subject to an easement for the present and future installation and maintenance of electric service, cable service, telecommunication services, emergency communication and security services, water service, storm water and sanitary sewage services, gas service and other utility services and the facilities and appurtenances necessary to the same, which easement shall run in favor of the Declarant, Developers, the Community Association and the entity or entities owning or operating these facilities and providing the aforementioned services. The Declarant, Developers and the Board of Directors shall have the right to grant to third parties additional utility easements which are deemed reasonable by the Declarant, Developer or Board of Directors in connection with the supply of utility services to the areas of the Property and improvements erected thereon.

Section 8.02. Community Association and Board of Directors' Access. The Community

Association and its Board of Directors, officers, agents and employees, shall have the irrevocable right and easement to have access to each Dwelling and Lot as may be necessary for the inspection, maintenance, repair or replacement of any of the Community Facilities or Limited Common Area therein or accessible therefrom or the making of any addition or improvements thereto or to make repairs to the Community Facilities (if these repairs are reasonably necessary for public safety or to prevent damage to the Community Facilities), to the Limited Common Areas, or to abate any violation of this Declaration or any rules or regulations of the Community Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Community Facilities or Limited Common Area. The Community Association and its Board of Directors shall have the right to grant permits, licenses and easements over and through the Community Facilities and Limited Common Area for utilities, rights of way, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Community Facilities and Limited Common Area.

Section 8.03. Declarant's Easement for Marketing. The Declarant reserves the right for itself and for any Developer or Approved Builder with respect to the marketing of Dwellings to use the Community Facilities and other portions of the Property for the ingress, regress and egress of itself, its officers, employees, agents, contractors, subcontractors, invitees and guests. The Declarant and Developer shall also have the right, in connection with their marketing of Dwellings and Lots until the conveyance of the last Dwelling or Lot it owns in the Property, to erect signs on the Community Facilities, and to maintain sales offices, management office, rental office and models within the Property. Any damage to the Community Facilities resulting from this easement shall be repaired by the Declarant, Developer, or Approved Builder within a reasonable time after the completion of its sale of all of the Dwellings or Lots in the Property or termination of the use of the Community Facilities, whichever shall occur first. The Declarant agrees to indemnify and to hold the Community Association harmless from all liability for personal injuries and physical property damage resulting from the Declarant's, Developer's or Approved Builder's use of the Community Facilities in conjunction with the marketing of Dwellings or Lots. The rights reserved for the Declarant, Developer and Builder by this Section 8.03 shall remain in effect for as long as the Declarant, Developer or Approved Builder shall remain the owner of a Dwelling or Lot in the Property. This Section shall not be amended without the prior written consent of the Declarant.

Section 8.04. Declarant's Easement for Construction. The Declarant reserves for itself and any Developer or Approved Builder the right and privilege without let or hindrance with respect to the construction of Dwellings, Community Facilities or any other improvements to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of Community Facilities, Dwellings or other improvements. The Declarant, Developer, and Approved Builder agree to indemnify and hold the Community Association harmless from liabilities from personal injuries and physical damage to property resulting from the exercise of this easement. This easement shall be appurtenant and shall pass with title to every Dwelling and Lot. The rights hereby reserved for the Declarant and Developer and Approved Builder shall last as long as Declarant or Developer or Approved Builder is the owner of a Dwelling or Lot in the Property. This Section shall not be amended without the prior written consent of the Declarant.

Section 8.05. Encroachments. If any portion of the Community Facilities or Limited Common Area hereafter encroaches upon any Dwelling or Lot, or if any Dwelling or improvements originally constructed made in connection with such Dwelling (including without limitation driveway, patio, parking area or outdoor private living area) hereafter encroaches upon any portion of the Community Facilities or Limited Common Area other than as a result of the purposeful or negligent act or omission of the owner of the encroaching Dwelling or of the Community Association in the case of encroachments by the Community Facilities or Limited Common Area, a valid easement appurtenant to the encroaching Dwelling improvements or Limited Common Area or Community Facilities for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. It shall be the responsibility of the Owner whose driveway, patio, parking area or outdoor living area encroaches to maintain, insure, repair and restore such encroaching facilities.

Section 8.06. Continuing Easements. The foregoing easements in Sections 8.01, 8.02, 8.03, 8.04 and 8.05 shall run with the land and inure to the benefit of and be binding upon the Community Association, each Owner, each Eligible Mortgagee and the manager, if any.

ARTICLE IX Assessment Obligations

Section 9.01. Owners' Assessment Obligation. Each Owner, by acceptance of the deed for his Dwelling or Lot, whether or not it shall be so expressed in the deed or other conveyance, shall be deemed to covenant and agree to pay to the Community Association (in addition to any other charges or costs levied by the Community Association pursuant to this Declaration) all Assessments including, but not limited to, the following: (a) regular Assessments to be made due and payable on a monthly basis as reasonably determined from time to time by the Board of Directors based upon the budget of the Community Association (such assessments shall include any Limited Common Area Assessment allocable by the Board of Directors to such Owner's Dwelling); (b) special Assessments, fixed, established and collected, from time to time, as provided in this Declaration or in a Supplemental Declaration; (c) any other charges or Assessments which may be determined by the Community Association, from time to time, to be due and payable by an Owner in accordance with this Declaration; and (d) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for noncompliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Community Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Owners to provide services which are exclusively for such Owner or Owners. Notwithstanding the above, the Board of Directors shall have the authority to reduce the regular Assessment chargeable to an Owner who purchases a Lot to build a custom home until the Dwelling receives a Certificate of Occupancy from the appropriate authorities. The regular and special Assessments and Limited Charges, together with any interest thereon, fines, late charges and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Dwelling or Lot against which each Assessment is made from the time the Assessments, fines, late charges or costs of collection become due. Each Assessment, together with interest thereon, fines, late charges and costs of collection thereof as hereinafter provided shall also be the personal obligation of the Owner who was the owner of the Dwelling

at the time when the Assessment becomes due. The obligation of each Owner to pay Assessments, interest, late charges, fines, attorneys' fees and costs of collection shall be an absolute and unconditional obligation of each Owner. No Owner may exempt himself from Assessments or other charges due under this Declaration by waiver of use or enjoyment of the Community Facilities or by abandonment of the Dwelling or Lot owned by him or by set off counterclaim.

Section 9.02. Owners' Nonrefundable Contribution. The Community Association shall assess each Owner of a Dwelling or Lot at closing, the sum of One Hundred Fifty Dollars (\$150.00) as a nonrefundable contribution to the Community Association, which amount may be used from time to time by the Community Association for the purposes deemed appropriate or desirable by the Board of Directors. The Declarant reserves the right to assess each Developer or Approved Builder at closing, a nonrefundable contribution to the Community Association, unless said amount is waived under the provisions of a Builder contract. The Board of Directors may modify the amount of the nonrefundable contribution to be assessed from time to time without Member approval.

Section 9.03. Owners' Negligence. Each Owner shall be obligated to reimburse the Community Association for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities or Limited Common Area damaged by his act, omission or negligence or by the Act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Community Association's statement therefore or, with approval of the Board of Directors, may make these repairs himself.

Section 9.04. Surplus Funds. Any Common Surplus of the Community Association remaining after payment of Common Expenses and payment of or allocation to reserves may be used by the Community Association as determined by the Board of Directors to repay loans made by Declarant to the Community Association and, to the extent not so used, may be credited to the Owners to reduce their future Assessments. Any funds allocated to reserves must be reasonable and in accordance with standard accepted practices in Hancock County, Indiana and the counties contiguous thereto.

Section 9.05. Time of Payment. Except as otherwise provided in this Declaration, payment of Assessments by Owners shall be made at the discretion of the Board of Directors. The failure of the Board of Directors to formally declare any periodic Assessment shall result in the regular periodic Assessment for the immediately preceding period being the regular periodic Assessment applicable to and due and payable for the next period.

Section 9.06. Lien for Assessments. All Assessments and charges chargeable to any Dwelling or Lot and Owner, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Community Association shall constitute a lien against the Dwelling Or Lot in favor of the Community; provided that all fines, fees, charges, late charges, interest, costs of collection and penalties shall be subordinate to the lien of any Eligible Mortgage. This lien shall be effective from and after the time the Assessment or charge becomes due and may be recorded in the public records of Hancock

County, Indiana of a claim of lien stating the description of the Dwelling of Lot, the name of the record owner and the date when the Assessment or charge became due. This claim of lien shall include only those sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Community Association. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Section 9.07. Declarant's Assessment Obligation and Assumption of Deficits. The Declarant shall not be liable for any assessments applicable to any Dwelling or Lot. The Declarant shall have the right, but not the obligation, to subsidize the Community Association Common Receipts. Any payment by the Declarant to subsidize the Community Association shall not be deemed to establish any precedent for further or additional payments. Further, the Declarant may advance funds to the Association to offset deficits on terms and conditions acceptable to the Board of Directors and Declarant.

ARTICLE X Transfer and Leasing of Dwellings and Lots

Section 10.01. Transfer of Dwellings or Lots. In the event an Owner transfers all of his ownership in his Dwelling which is subject to this Declaration, the transfer shall automatically include his membership in the Community Association. An Owner may transfer his Dwelling or Lot, which includes membership in the community Association, to any person without the prior consent of the Community Association, the Board of Directors or any other Owner.

Section 10.02. Leasing of Dwellings. All leases must be approved by the Community Association. In the event an Owner leases his Dwelling which is subject to this Declaration, the Owner, tenant and occupant of the Dwelling shall be obligated to abide by any rules and procedures contained in the By-Laws.

ARTICLE XI Use Restrictions and Architectural Review

Section 11.01. Use Restrictions.

- (a) Dwellings and Lots shall be used for residential purposes only. Home occupations may be carried on in the Dwelling if the use is incidental to the Dwelling's primary residential use, shall have no employees, customers or clients at the Dwelling and shall be approved by any municipal authorities having jurisdiction over the use.
- (b) Dwellings shall be occupied by not more persons (including children) than the maximum permitted by law for the Dwelling.
- (c) Each Dwelling shall be maintained by the Owner who owns it or its occupant(s) in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions,

conditions, ordinances, codes and any rules or regulations which may be applicable under this Declaration or under law.

- (d) In accordance with the present zoning of the Property, the only permitted use of a Dwelling is as a residence. No commercial, industrial, recreational or professional activity not permitted by the present zoning, other applicable laws and ordinances and any rules or regulations thereunder shall be carried on in any Dwelling at any time. No Owner shall permit his Dwelling to be used or occupied for any prohibited purpose.
- (e) To the extent maintenance is not specifically provided by the Community Association under this Declaration or any Supplemental Declaration, the owner of each Dwelling shall maintain the Lot and Dwelling in a manner satisfactory to the Community Association and in accordance with those additional covenants, conditions or restrictions as may apply to the Lot and Dwelling. In the event that a Lot or Dwelling shall not be so maintained, the Community Association shall have the right to enter upon the Lot or Dwelling to maintain the same, after giving the owner at least fifteen (15) days' written notice, to cure any maintenance problems or deficiencies and, in this event, the Community Association shall have the right to assess the particular owner for the cost of the maintenance. The Community Association by its Board of Directors shall have the right to establish rules and regulations governing the maintenance of any Dwelling exterior and any Lot.
- (f) No Dwelling shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of the Community Facilities.
- (g) Except for work done by the Declarant, Developer or Approved Builder in connection with the construction and marketing of Dwellings, nothing shall be built, caused to be built or done in or to any Dwelling which will alter or cause, any alteration to the Community Facilities or Limited Common Area without the prior written approval of the Board of Directors.
- (h) No Owner or the occupant of any Dwelling shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of the Community Facilities or Limited Common Area by any other Owner or Owner(s) or which creates or results in a hazard or nuisance on the Community Facilities or Limited Common Area.
- (i) Except for the right reserved for the Declarant or a Approved Builder in Section 8.03, no sign may be erected by any Owner on or in any portion

of the Property by any Owner without the prior written approval of the Board of Directors, except for home 'for sale' signs on individual Lots.

- (j) No Owner or occupant may obstruct the Community Facilities or Limited Common Area in any way. No Owner or occupant may store anything in or on the Community Facilities or Limited Common Area without the prior written approval of the Board of Directors.
- (k) No portion of the Community Facilities shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste.
- (l) No Owner or occupant shall erect or maintain an outside antenna to a height exceeded that which is provided by law or satellite dish larger than one meter in diameter on any Dwelling, Lot or any other portion of the Property.
- (m) No Owner or occupant shall operate or leave any non-operating vehicle or vehicles not currently registered and licensed and having a valid and unexpired state motor vehicle inspection, on or about the Property.
- (n) Driveways, streets and other exterior parking areas on the Property shall be used by Owners and residents for four wheel passenger vehicles only except on a day-to-day temporary basis in connection with repairs, maintenance or construction work related to the construction, maintenance and repair of any parcel of land, Dwelling or Lot. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks or commercial (whether or not registered as a commercial vehicle with the State Department of Transportation) vehicles shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work related to the construction, maintenance and repair of any Dwelling or Lot. Vans, recreational vehicles, trailers, trucks or commercial vehicles may be permitted to be parked entirely within garages or elsewhere in areas which may be designated by rule or regulation of the Board of Directors. No parking shall be permitted on any street except for temporary periods.
- (o) No Owner shall alter in any way any of the Community Facilities or Limited Community Facilities or any other portion of the Property without the prior written approval of the Board of Directors and compliance with all applicable provisions of this Declaration, the By-Laws and any rules and regulations promulgated by the Board of Directors.
- (p) No noxious or offensive activities shall be permitted on any Lot in the Entire Development, nor shall anything be done on any of said lots that

shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Entire Development.

- (q) No signs or advertisements shall be displayed or placed on any Lot or Dwelling in the Entire Development, except entry signs and home or lot sale signs.
- (r) No animals shall be kept or maintained on any lot in the Entire Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.
- (s) No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Entire Development. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any Lot, driveway or street. Storage of any vehicle is prohibited, except in a driveway or enclosed garage.
- (t) No Owner or a Lot in the Entire Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as may be permitted in subparagraph (u) below. All Dwellings built in the Entire Development shall be equipped with a garbage disposal unit.
- (u) Every tank for the storage of fuel that is installed outside any building in the Entire Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Entire Development at anytime, except at the times when refuse collections are being made.
- (v) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.
- (w) It shall be the duty of every Owner of every Lot in the Entire Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.
- (x) Septic tanks shall not be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

- (y) The provisions of this Article may be amended by the Board of Directors from time to time to reflect current Community norms without the approval of the Members.
- (z) Any restrictions contained in any Supplemental Declaration shall be in addition to these Use Restrictions and may be enforced by the Community Association in the same manner as contained herein unless otherwise affirmatively set forth in any such Supplemental Declaration.

Section 11.02. Approval Before Construction. Prior to the start of construction, all structures in the Entire Development shall first be approved by the Declarant or its designee, along with the exterior colors (including roofs and masonry), clearing, tree preservation (if applicable) and erosion control plan and plot plan. A Builder may submit a set of various plans and elevations for aggregate approval and forego individual approval on each individual lot.

Section 11.03. Architectural Review and Approval.

- (a) The Declarant, or designated appointees of the Declarant, shall constitute the Architectural Control Committee, until all Lots in the Community have been transferred by the Declarant to a third party, or until Declarant relinquishes such control in writing, whichever occurs first. Only upon such event shall the Board of Directors acquire the power to act as the Architectural Control Committee or to delegate such control to a committee, as set forth in Section 11.02(b). Without obtaining approval as provided in Section 11.02(c), no building, fence, wall or other structure or improvement shall be commenced, erected, installed or maintained upon any Land, the Owner's Dwelling or Lot or upon any Community Facilities or Limited Common Area, nor shall any exterior addition to or change (including change of external color scheme) or alteration or addition be made to any Land, Dwelling, Lot or the Community Facilities or Limited Common Area (which alters the external appearance of the Land, Dwelling, Lot or the Community Facilities or Limited Common Area).
- (b) An Owner seeking review and approval of the structure or improvements described in Section 11.02(a) shall submit plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the same, as well as proof of compliance with all applicable codes, laws and ordinances by mail or facsimile transmission to the Board of Directors until such time as the Board of Directors has delegated the review and approval process to the Architectural Control Committee ("Architectural Committee"), which shall thereafter have sole authority to review and approve structures and improvements.
- (c) Approval, in writing, with or without, conditions, of any request received by the Declarant, Board of Directors or Architectural Committee (whichever is then applicable) must be made within forty-five (45) days

after all plans and specifications, including additional information, plans and materials which may have been requested by the Board of Directors or Architectural Committee have been submitted, or the request is deemed denied.

- (d) In making a determination as to the acceptability of any proposed alteration, change or addition, the Declarant, Board of Directors or Architectural Committee (whichever is then applicable) shall consider the effect the alteration, change or addition will have on the maintenance, repair and replacement obligations of the Community Association, including the costs of fulfilling these obligations. The Declarant, Board of Directors or Architectural Committee shall have the right to impose conditions on any approval given including, without limitation, providing all maintenance, repair and replacement of any such change, addition or alteration and paying to the Community Association any additional cost that may be incurred by the Community Association in performing its obligations due to such change, addition or alteration.
- (e) The Declarant, Board of Directors or Architectural Committee shall have the right to request additional information, plans and materials concerning any proposed alterations, additions and improvements.
- (f) The Declarant, Board of Directors or Architectural Committee, with the approval of the Board of Directors, shall have the right to establish design criteria and standards for alterations, additions and improvements within the Property.
- (g) When considering an Owner's application, the Declarant, Board of Directors or Architectural Committee shall consider the effect that request will have on the minimum green area requirements of the City of Greenfield Zoning Ordinance.
- (h) Notwithstanding the above, the Declarant, Board of Directors or Architectural Committee shall have the power to grant waivers from architectural design criteria and standards according to procedures and subject to the conditions established by the Board of Directors. Any waiver granted by the Declarant, Board of Directors or Architectural Committee must be approved by the Declarant so long as Declarant has or reserves the right to build Dwellings within the Property or Additional Real Estate.
- (i) The provisions of this Section shall not apply to the Declarant. However, the provisions of this Section shall be applicable to any purchaser of Land subject to this Declaration for purposes of further development.
- (j) Any decision of the Architectural Committee may be appealed to the

Declarant, Board of Directors within thirty (30) days of the Committee's decision.

- (k) Approval by the Board of Directors or Architectural Committee shall not constitute an endorsement or precedent for any design.
- (l) Each Owner, subsequent to approval from the Board of Directors or Architectural Committee, shall obtain the necessary approvals and permits from the appropriate Township and governmental entities.

ARTICLE XII Compliance and Default

Section 12.01. Compliance and Default.

- (a) Each Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, the By-Laws, Supplemental Declaration and any rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.
- (b) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Property consistent with the provisions of this Declaration, including, but not limited to enforcement procedures and penalties for violations of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto which the Board of Directors shall deem appropriate. Any rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board of Directors in accordance with the By-Laws. A copy of the rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and occupant of a Dwelling promptly after the adoption thereof and shall become binding upon all Owners, their successors in title and assigns, and occupants of Dwellings.
- (c) Failure of the Owner to comply with any provision of this Declaration or the By-Laws, Supplemental Declaration or any rules and regulations adopted pursuant thereto shall entitle the Community Association or Owners to the remedies provided in this Declaration, and also to the following relief, none of which shall be exclusive of any other remedies:
 - (i) Suits: Failure to comply with the terms of this Declaration, the By-Laws, Supplemental Declaration and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Community Association or any aggrieved Owner to sue for the recovery

of damages or for injunctive relief, or both. The Community Association's determination not to pursue any action shall not preclude any Owner from doing so, however, the Community Association shall not be subject to any claim for reimbursement of costs and expenses, including attorney fees, even if the Community Association receives a benefit from any such action. This relief shall not be exclusive of other remedies provided by law.

- (ii) **Costs and Attorneys' Fees:** In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws, Supplemental Declaration and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees in the same manner as provided in Article IX herein; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.
- (iii) **No Waiver of Rights:** The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, Supplemental Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 12.02. Complaint and Hearing Procedure.

- (a) Unless the internal remedies provided by this Section and any rules and regulations promulgated by the Board of Directors shall be expressly waived by the Community Association, or the Community Association fails or refuses to act, no action at law or in equity shall be commenced by any Owner or occupant of a Dwelling until this internal remedy is pursued to exhaustion.
- (b) The Board of Directors, or a committee appointed by the Board of Directors, shall hear complaints from owners or occupants of Dwellings of alleged violations of this Declaration (other than violations with respect to Assessment obligations), the Supplemental Declaration, the By-Laws and any rules and regulations of the Community Association.
- (c) The Board of Directors, or the committee appointed by the Board of Directors, shall hold a hearing on any complaint within thirty (30) days

after the receipt by the Board of Directors of a formal notice of complaint from an Owner or Occupant of a Dwelling. A decision shall be issued in writing by the Board of Directors within ten (10) days after the conclusion of the hearing.

- (d) The Board of Directors shall have the right to establish various rules and procedures governing the operation and administration of the complaint and hearing process and the enforcement of this Declaration, the Supplemental Declaration, the By-Laws and any rules and regulations.
- (e) In hearings before the Board of Directors, or a committee appointed by the Board of Directors, all parties shall be entitled to be represented by counsel.

ARTICLE XIII Amendments

Section 13.01. Generally. Subject to the other provisions of this Declaration relative to amendment, including without limitation the provisions of Articles IV and V hereof, this Declaration may be amended in the following manner:

- (a) **Before Any Conveyances:** Prior to the transfer of any Land, Dwelling or Lot by the Declarant to an Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After the first transfer of title, the terms of the following subparagraphs shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.
- (b) **Notice:** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors or Community Association in which a proposed amendment is considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.
- (c) **Resolution:** An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of the Owners. Other than amendments to this Declaration, the Supplemental Declaration or the By-Laws (the "Association Documents") or termination of the Community Association or revocation of this Declaration made as a result of destruction, damage or condemnation, and subject to the applicable provisions of this Declaration, no proposed amendment shall be effective unless it has the affirmative vote of at least seventy-five percent (75%) of the total votes of the Community Association present, either in person or by proxy, at a meeting of the Community Association, including the following:

- (i) Voting;
 - (ii) Assessments or assessment liens or subordination of liens;
 - (iii) Reserves for maintenance, repair and replacement of the Community Facilities;
 - (iv) Insurance or fidelity bonds;
 - (v) Rights to use the Community Facilities;
 - (vi) Responsibility for maintenance and repair of the Community Facilities;
 - (vii) Interests in the Community Association and rights to the Community Facilities; and
 - (viii) Any provisions which are for the express benefit of Eligible Mortgagees.
- (d) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by at least seventy-five percent (75%) of the total votes of the Community Association in the manner required for the execution of a deed, and this amendment shall be effective when recorded.
- (e) Proviso: No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant unless the Declarant shall join in the execution of the amendment. The Declarant may amend this Declaration, any Supplemental Declaration or the By-Laws in any manner which will not materially adversely affect those Owners other than the Declarant by recording the amendment or amendments on or before the conveyance of the last Dwelling or Land in the Property. The Homeowner's Association does not have the right to impose any fees or assessments on a Builder, unless such fee or assessment has been established by Declarant under the provisions of builder contract.
- (f) Any addition or amendment to the Association Documents shall not be considered material if it is for the purpose of correcting technical errors.
- (g) Execution and Recording: A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment

shall be effective when the certificate and copy of the amendment are recorded in the Office of the Recorder of Deeds for Hancock County.

ARTICLE XIV Duration and Termination

Section 14.01. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, at least six (6) months before the commencement of any extension, by a vote of not less than seventy-five percent (75%) of the Owners subjected hereto, evidence of which shall be recorded.

Section 14.02. By Unanimous Agreement. This Declaration may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners, the Declarant (while it owns a Dwelling within the Property) and Eligible Mortgagees. This deed of revocation shall become effective upon being recorded.

ARTICLE XV Notice

Section 15.01. Notice. All notices required to be served upon Owners pursuant to this Declaration, the Supplemental Declaration or the By-Laws shall be sufficient if delivered to the Dwelling or mailed to the Member at the Dwelling mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Dwelling in the case of actual delivery and a date three (3) days after deposit in the mail in the case of notice sent by mail.

ARTICLE XVI General Provisions

Section 16.01. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein.

Section 16.02. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 16.03. Effective Date. This Declaration shall become effective when it has been duly entered of record.

Section 16.04. Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors or assigns.

Section 16.05. Construction. Number and gender, is used in this Declaration, shall extend to and include both singular and plural and all genders as the context and construction

require.

In Witness Whereof, the Declarant has set its hand on the date first written above.

MERIDIAN EAST DEVELOPMENT
COMPANY, LLC


BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

APPROVED AND CONSENTED BY:

SPRINGHURST LAND COMPANY, LLC

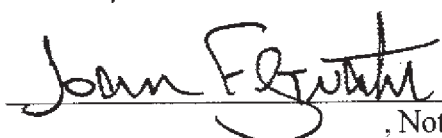
BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

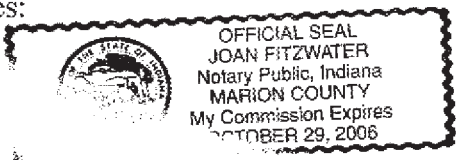
STATE OF INDIANA)
)
COUNTY OF Marion) SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Meridian East Development Company, LLC, who acknowledged the execution of the foregoing Declarations, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of March, 2006.


_____, Notary Public

My Commission Expires:
County of Residence:



STATE OF INDIANA)
)
COUNTY OF Marion)

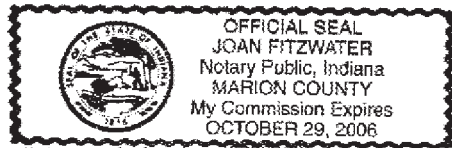
SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., Managing Member of Springhurst Land Company, LLC, who acknowledged the execution of the foregoing Declarations, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of March, 2006.

Joan Fitzwater
_____, Notary Public

My Commission Expires:
County of Residence:



re/meridian east development company, llc/master declarations.jf.2282006

This instrument was prepared by Karina Blue, Attorney at Law.

EXHIBIT "A"

MERIDIAN EAST AT SPRINGHURST SECTION ONE

SECONDARY PLAT PART OF THE N.E. 1/4, SECTION 31-16-7 CENTER TWP., HANCOCK CO. INDIANA

A part of the Northwest Quarter of Fractional Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said North west Quarter; thence North 00 degrees 44 minutes 44 seconds East (assumed bearing) along the West line of said Northwest Quarter a distance of 200.00 feet to the Northwest corner of a 0.918 acre tract of land described in Instr. No. 74-0984 in the Office of the Recorder of said Hancock County and said point being the POINT OF BEGINNING of this description; thence North 00 degrees 44 minutes 44 seconds East along said West line a distance of 814.24 feet to a MAG nail; thence South 89 degrees 15 minutes 16 seconds East a distance of 50.00 feet to a 5/8" capped rebar (Gibson); thence South 00 degrees 44 minutes 44 seconds West parallel with the West line of said Northwest Quarter a distance of 118.59 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 48 minutes 22 seconds East a distance of 323.97 feet to a 5/8" capped rebar (Gibson) marking the beginning of a tangent curve, concave Northwesterly, the radius point of which bears North 00 degrees 12 minutes 38 seconds West a distance of 14.00 feet; thence Northeasterly along said curve through a central angle of 50 degrees 09 minutes 27 seconds an arc distance of 12.26 feet to a point of reverse curve, the radius point of which bears South 50 degrees 20 minutes 34 seconds East a distance of 89.00 feet; thence Easterly and Southerly along said curve, through a central angle of 179 degrees 10 minutes 54 seconds, an arc distance of 278.33 feet to the end of said curve; thence North 89 degrees 51 minutes 16 seconds East a distance of 163.89 feet; thence North 36 degrees 44 minutes 39 seconds East 65.27 feet to a 5/8" rebar (Gibson); thence South 84 degrees 44 minutes 16 seconds East a distance of 67.92 to a 5/8" capped rebar (Gibson); thence South 85 degrees 04 minutes 26 seconds East a distance of 58.81 feet to a 5/8" capped rebar (Gibson); thence South 14 degrees 21 minutes 57 seconds East a distance of 67.97 feet to a 5/8" capped rebar; thence North 75 degrees 56 minutes 47 seconds East a distance of 100.14 feet to a 5/8" capped rebar; thence North 14 degrees 03 minutes 20 seconds West 44.72 feet to 5/8" capped rebar; thence North 75 degrees 56 minutes 40 seconds East a distance of 50.00 feet; thence South 14 degrees 03 minutes 20 seconds East 26.67 feet; thence North 76 degrees 29 minutes 45 seconds East 151.19 feet to a point of the West line of the East half of said Northwest Quarter; thence South 00 degrees 31 minutes 04 seconds West along said West line a distance of 288.81 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 06 minutes 32 seconds East a distance of 105.54 feet to a 5/8" capped rebar (Gibson); thence South 79 degrees 00 minutes 08 seconds East a distance of 53.99 feet to a 5/8" capped rebar (Gibson); thence South 89 degrees 52 minutes 02 seconds East a distance of 60.37 feet to a 5/8" capped rebar (Gibson); thence North 77 degrees 18 minutes 02 seconds East a distance of 49.90 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 43 minutes 34 seconds East a distance of 127.58 feet to a 5/8" capped rebar (Gibson); thence South 22 degrees 54 minutes 25 seconds West a distance of 75.07 feet to a 5/8" capped rebar (Gibson); thence South 13 degrees 21 minutes 02 seconds West a distance of 68.51 feet to a 5/8" capped rebar (Gibson); thence South 03 degrees 40 minutes 41 seconds West a distance of 73.73 feet to a 5/8" capped rebar (Gibson); thence South 87 degrees 34 minutes 18 seconds East a distance of 118.96 feet to a 5/8" capped rebar (Gibson); thence South 82 degrees 31 minutes 15 seconds East a distance of 50.17 feet to a 5/8" capped rebar (Gibson); thence South 02 degrees 51 minutes 29 seconds West a distance of 99.74 feet to a 5/8" capped rebar marking the beginning of a tangent curve, concave Northwesterly, the radius point of which bears South 87 degrees 08 minutes 38 seconds East a distance of 15.00 feet; thence Southeasterly along said curve through a central angle of 87 degrees 59 minutes 41 seconds an arc distance of 23.04 feet to a 5/8" capped rebar; thence South 85 degrees 02 minutes 07 seconds West a distance of 5.55 feet; thence South 04 degrees 24 minutes 42 seconds west 235.01 feet to a 5/8" capped rebar on the South line of said Northwest Quarter; thence North 89 degrees 49 minutes 55 seconds West along said South line a distance of 1482.87 feet to the Southeast corner of aforesaid 0.918 acre tract (the next two (2) calls are along the Easterly and the Northerly boundaries of said 0.918 acre tract; 1) thence North 00 degrees 44 minutes 44 seconds East, parallel with the West line of said Northwest Quarter a distance of 200.00 feet; thence North 89 degrees 49 minutes 55 seconds West, parallel with the South line of said Northwest Quarter a distance of 200.00 feet to the POINT OF BEGINNING. Containing 28.113 acres more or less.

EXHIBIT "B"

page 1 of 3

Tract A

A part of the Northeast and Southeast Quarters of Section 31, Township 16 North, Range 7 East, in Center Township, Hancock County, Indiana, being more particularly described as follows:

Beginning at a rebar marking the Northwest corner of the Southeast Quarter of Section 31; thence on an assumed bearing of South 01 degrees 06 minutes 19 seconds East along the West line thereof a distance of 657.00 feet to the Southwest corner of a tract of land described in Deed Record 121, Page 333, in the Office of the Recorder of Hancock County, Indiana; thence North 88 degrees 51 minutes 05 seconds East along the South line thereof a distance of 643.03 feet to a capped rebar marked "CZLS Firm #0035" (hereafter referred to as capped rebar) marking the South most corner of Lot Number 228 in the plat of Weston Village First Addition as recorded in Plat Book 5, Page 6, in said Recorder's Office; thence North 18 degrees 30 minutes 34 seconds West along the West line of Lots 228, 229, 230, and 231 a distance of 474.81 feet to the Northwest corner of Lot 231 in said Addition, said point also being the Southwest corner of a tract of land described in Instrument Number 878143, in said Recorder's Office; thence North 00 degrees 04 minutes 19 seconds West along the West line thereof a distance of 158.00 feet to a capped rebar marking the Northwest corner of said tract; thence South 74 degrees 49 minutes 40 seconds East along the North line thereof a distance of 120.00 feet to a capped rebar marking the Northeast corner of said tract, said point being on the Westerly right-of-way line of Jefferson Boulevard, and being on a curve, said curve having a radius of 665.00 feet; thence Northerly along said curve to the right an arc distance of 79.70 feet, said curve being subtended by a long chord having a bearing of North 03 degrees 40 minutes 54 seconds West and a length of 79.65 feet to a capped rebar marking the intersection of the West right-of-way line of Jefferson Boulevard and the South line of the Northeast Quarter of said Section 31; thence North 88 degrees 51 minutes 05 seconds East along the South line thereof a distance of 723.84 feet to a capped rebar marking the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence North 01 degrees 00 minutes 48 seconds West along the East line thereof a distance of 1322.65 feet to the Northeast corner of the Southwest Quarter of said Northeast Quarter; thence South 88 degrees 41 minutes 10 seconds West along the North line thereof a distance of 1337.89 feet to a capped "Gibson" rebar marking the Northwest corner of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 57 minutes 04 seconds East along the West line thereof a distance of 1318.80 feet to the Point of Beginning. Containing 49.051 acres, more or less.

Tract 1:

A part of the northwest ¼ of Fractional Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana; said part being more particularly described as follows:

COMMENCING at a brass monument marking the southwest corner of the northwest ¼ of said Section 31; thence north 00 degrees 44 minutes 44 seconds east (assumed bearing) along the west line of said northwest ¼ section a distance of 1545.26 feet to the southwest corner of a 1.004 acre tract recorded as Instrument #04-01346 in the office of the Recorder of Hancock County, Indiana, said point being the POINT OF BEGINNING of this description; thence continuing north 00 degrees 44 minutes 44 seconds east along the west line of said northwest ¼ section and along the west line of said Instrument #04-01346 a distance of 100.00 feet to the northwest corner of a 52 acre tract of land described in the Hancock Circuit Court, Case No. 6247, Amended Decree of Final Distribution, said point also being the northwest corner of said Instrument #04-01346; thence north 89 degrees 48 minutes 19 seconds east along the north line of said 52 acre tract and along the north line of said Instrument #04-01346 and along the north line of Instrument #05-02150 and Instrument #04-01320 both recorded in the office of said Recorder a distance of 2322.21 feet to the east line of said northwest ¼ section; thence south 00 degrees 17 minutes 29 seconds west along the east line of said northwest ¼ section a distance of 341.00 feet to the southeast corner of a 2.970 tract of land recorded as Instrument #04-01320 in the office of said Recorder; thence south 89 degrees 55 minutes 27 seconds west along the south line of said 2.970 acre tract a distance of 378.97 feet to the southwest corner of said 2.970 acre tract; thence north 00 degrees 01 minutes

EXHIBIT "B"

page 2 of 3

26 seconds west along the west line of said 2.970 acre tract a distance of 290.20 feet to the southeast corner of said Instrument #05-02150; thence south 89 degrees 48 minutes 19 seconds west along the south line of said Instrument #05-02150 a distance of 1504.10 feet to the east line of said 1.004 acre tract; (the next two (2) calls are along the east and south lines of said 1.004 acre tract) south 00 degrees 44 minutes 44 seconds west a distance of 50.00 feet; south 89 degrees 48 minutes 19 seconds west a distance of 435.70 feet to the POINT OF BEGINNING. Containing 5.698 acres, more or less.

Tract 2:

A part of the northwest ¼ of Fractional Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana; said part being more particularly described as follows:
COMMENCING at a brass monument marking the southwest corner of the northwest ¼ of said Section 31; thence north 00 degrees 44 minutes 44 seconds east (assumed bearing) along the west line of said northwest ¼ section a distance of 1014.23 feet to the northwest corner of a 28.995 acre tract recorded as Instrument #04-01348 in the office of the Recorder of Hancock County, Indiana, said point being the POINT OF BEGINNING of this description; (the next seventeen (17) calls are along the boundary of said 28.995 acre tract) south 89 degrees 15 minutes 16 seconds east a distance of 50.00 feet; south 00 degrees 44 minutes 44 seconds west a distance of 118.59 feet; north 89 degrees 48 minutes 04 seconds east a distance of 23.77 feet; north 00 degrees 11 minutes 00 seconds west a distance of 25.00 feet; north 89 degrees 48 minutes 04 seconds east a distance of 48.99 feet; south 00 degrees 12 minutes 23 seconds east a distance of 25.00 feet; north 89 degrees 48 minutes 22 seconds east a distance of 251.20 feet to the point of curvature of a tangent curve, concave northwesterly, whose radius point bears north 00 degrees 12 minutes 38 seconds west a distance of 14.00 feet from said point; northeasterly along the arc of said curve through a central angle of 50 degrees 09 minutes 27 seconds a distance of 12.26 feet to the point of reverse curvature of a curve whose radius point bears south 50 degrees 20 minutes 34 seconds east a distance of 89.00 feet from said point; easterly and southerly along the arc of said curve through a central angle of 135 degrees 21 minutes 59 seconds a distance of 210.27 feet; south 86 degrees 22 minutes 33 east a distance of 183.99 feet; south 84 degrees 35 minutes 38 seconds east a distance of 72.28 feet; south 85 degrees 17 minutes 29 seconds east a distance of 54.45 feet; north 75 degrees 56 minutes 40 seconds east a distance of 108.04 feet; south 76 degrees 45 minutes 02 seconds east a distance of 55.11 feet; north 75 degrees 56 minutes 40 seconds east a distance of 158.49 feet; south 00 degrees 31 minutes 04 seconds west a distance of 114.18 feet to the northwest corner of a 6.526 acre tract as per Instrument #05-02150 recorded in the office of said Recorder; thence south 89 degrees 43 minutes 03 seconds east along the north line of said 6.526 acre tract a distance of 1164.53 feet to the northeast corner of said 6.526 acre tract and being on the east line of said northwest ¼ section; thence north 00 degrees 17 minutes 29 seconds east along the east line of said northwest ¼ section a distance of 550.76 feet to the southeast corner of a 2.970 acre tract as per Instrument #04-01320 recorded in the office of said Recorder; thence south 89 degrees 55 minutes 27 seconds west along the south line of said 2.970 acre tract a distance of 378.97 feet to the southwest corner of said 2.970 acre tract; thence north 00 degrees 01 minutes 26 seconds west along the west line of said 2.970 acre tract a distance of 290.20 feet to the southeast corner of a tract of land described in Instrument #05-02150 in the Office of said Recorder; thence south 89 degrees 48 minutes 19 seconds west along the south line of said Instrument #05-02150 a distance of 1504.10 feet to the east line of said 1.004 acre tract; (the next two (2) calls are along the east and south lines of said 1.004 acre tract of land described in Inst. No. 04-01346 in the Office of said Recorder) south 00 degrees 44 minutes 44 seconds west a distance of 50.00 feet; south 89 degrees 48 minutes 19 seconds west a distance of 435.70 feet to the west line of said northwest ¼ section; thence south 00 degrees 44 minutes 44 seconds west along said west line a distance of 531.04 feet to the POINT OF BEGINNING. Containing 38.464 acres, more or less.

Tract 3:

A part of the northwest ¼ of Fractional Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana; said part being more particularly described as follows:

EXHIBIT "B"

page 3 of 3

COMMENCING at a brass monument marking the southwest corner of the northwest ¼ of said Section 31; thence north 00 degrees 44 minutes 44 seconds east (assumed bearing) along the west line of said northwest ¼ section a distance of 200.00 feet to the northwest corner of a 0.918 acre tract recorded as Instrument #74-0984 in the office of the Recorder of Hancock County, Indiana, said point being the POINT OF BEGINNING of this description; thence continuing north 00 degrees 44 minutes 44 seconds east along said west line a distance of 814.23 feet to the northwest corner of a 28.995 acre tract per Instrument #04-01348 recorded in the office of said Recorder; (the next seventeen (17) calls are along the boundary of said 28.995 acre tract) south 89 degrees 15 minutes 16 seconds east a distance of 50.00 feet; south 00 degrees 44 minutes 44 seconds west a distance of 118.59 feet; north 89 degrees 48 minutes 16 seconds east a distance of 23.77 feet; north 00 degrees 11 minutes 00 seconds west a distance of 25.00 feet; north 89 degrees 48 minutes 04 seconds east a distance of 48.99 feet; south 00 degrees 12 minutes 23 seconds east a distance of 25.00 feet; north 89 degrees 48 minutes 22 seconds east a distance of 251.20 feet to the point of curvature of a tangent curve, concave northwesterly, whose radius point bears north 00 degrees 12 minutes 38 seconds west a distance of 14.00 feet from said point; northeasterly along the arc of said curve through a central angle of 50 degrees 09 minutes 27 seconds a distance of 12.26 feet to the point of reverse curvature of a curve whose radius point bears south 50 degrees 20 minutes 34 seconds east a distance of 89.00 feet from said point; easterly and southerly along the arc of said curve through a central angle of 135 degrees 21 minutes 59 seconds a distance of 210.27 feet; south 86 degrees 22 minutes 33 east a distance of 183.99 feet; south 84 degrees 35 minutes 38 seconds east a distance of 72.28 feet; south 85 degrees 17 minutes 29 seconds east a distance of 54.45 feet; north 75 degrees 56 minutes 40 seconds east a distance of 108.04 feet; south 76 degrees 45 minutes 02 seconds east a distance of 55.11 feet; north 75 degrees 56 minutes 40 seconds east a distance of 158.49 feet; south 00 degrees 31 minutes 04 seconds west a distance of 114.18 feet to the northwest corner of a 6.526 acre tract as per Instrument #05-02150 recorded in the office of said Recorder; thence south 89 degrees 43 minutes 03 seconds east along the north line of said 6.526 acre tract a distance of 1164.53 feet to the northeast corner of said 6.526 acre tract and being on the east line of said northwest ¼ section; thence south 00 degrees 17 minutes 29 seconds west along the east line of said northwest ¼ section a distance of 768.14 feet to the southeast corner of the northwest ¼ of said section 31; thence north 89 degrees 49 minutes 55 seconds west along the south line of said northwest ¼ a distance of 2135.17 feet to the southeast corner of said Instrument #74-0984; (the next two (2) calls are along the east and north lines of said Instrument #74-0984) north 00 degrees 44 minutes 44 seconds east a distance of 200.00 feet; north 89 degrees 49 minutes 55 seconds west a distance of 200.00 feet to the POINT OF BEGINNING. Containing 43.242 acres, more or less.

Prescribed by the
County Form 170
State Board of Accounts
(2005)

END OF DOCUMENT

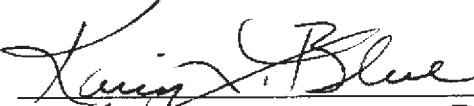
DECLARATION

This form is to be signed by the preparer of a document and recorded with each document in accordance with I.C. 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with I.C. 36-2-7.5, do hereby affirm under the penalties for perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security Numbers; and
2. I have redacted, to the extent permitted by law, each Social Security Number in the attached document.

I, the undersigned, affirm under the penalties for perjury, that the foregoing declarations are true.


Karin L. Blue, Declarant

12/2

COVENANTS
**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
FOR MERIDIAN EAST, SECTION 1**

REF: 060000593

THIS SUPPLEMENTAL DECLARATION, made this 7th day of March, 2006 ("Supplemental Declaration") by Meridian East Development Company, LLC (hereinafter referred to as the "Declarant");

CAROLYN GRASS 10P

HANCOCK COUNTY RECORDER

CJG Date 03/07/2006 Time 11:48:42

WITNESSETH:

FEE: 28.00

I 060002523

Page 1 of 10

WHEREAS, the Declarant is the owner of all the real estate contained in the area shown on Exhibit A, attached hereto and made a part hereof, which real estate is designated to become a part of a development known as the Meridian Community (the "Community"), and which is subject to a certain Master Declaration of Covenants, Conditions, Easements and Restrictions for the Meridian Community recorded on the 7th day of March, 2006 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 060002523 ("Master Declaration"); and

WHEREAS, the real estate described in "Exhibit A" shall hereinafter be subject to this Supplemental Declaration in order to Declarant impose upon all real estate within the platted areas of the development as described and defined herein, mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Community and the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Board of Directors of the Association of the Meridian Community.

NOW, THEREFORE, the Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any real estate in the Development.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Supplemental Declaration. All terms not described herein shall have the definitions set forth in the Master Declaration.

A. "Association" shall mean the Meridian Community Association, Inc., a not-for-profit corporation.

B. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, by the Declarant, Board of Directors or Architectural Committee of the Association, or it's assigns,

Carroll
05-2063

C. "Color scheme" shall mean a combination of siding, brick, trim, shutters and front door color.

D. "Development" shall mean the subdivision known as Meridian East, including existing and future sections subject to this Supplemental Declaration.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Declarant in a rezoning or approval proceedings before the applicable development approval body in the City of Greenfield and Hancock County, Indiana. However, the Declarant reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Declarant's planned use.

B. Prohibited Improvements. Sheds, mini-barns, outbuildings (except pool houses or cabanas), above ground pools, antennae, solar panels, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Lawn ornaments are permitted in rear yards only.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or any portion thereof, shall not contain less than 1,000 square feet of living area.

B. Residential Setback Requirements. Front Setbacks: Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development. Side Setbacks: Side yard setbacks shall be a minimum of ten (10) feet, twenty (20) feet in total.

C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Committee as to location, and composition before it may be installed. All fences shall be wooden (including, but not limited to Decorative Wood, Rustic Rail 6" minimum or Split Rail), decorative, PVC, ornamental iron or decorative metal. Non-reflective or vinyl coated metal fence (including chain link) may be installed as an integral part

of a fence constructed of the aforementioned materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line which faces a street.

D. Landscaping. Each Lot shall have a planting and mulching plan. Such plan shall include a minimum of five (5) shrubs, being a minimum of eighteen inches (18"), with at least one (1) being an ornamental shrub; and a minimum of two (2) trees, with shade trees at least one and one-half inches (1 1/2") in caliper and ornamental or evergreens trees at least five feet (5') in height.

E. Tree Preservation, Clearing and Erosion Control. No live tree with a trunk diameter of 6 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

F. Mailboxes. Uniform mailboxes, Caporale medium Custom mailbox installed on a 6"x6" post are required to be installed by the builder on each lot.

G. Exterior Construction. All driveways must be concrete. The minimum roof pitch shall be 5/12. The minimum front gable or hip roof pitch shall be 6/12. Roof colors shall be weathered wood. There shall be a separation of one lot before a house type and elevation or color scheme shall be repeated on the same side of the street. The same house type and elevation cannot be located directly across the street from one another.

H. Approval Before Construction. No construction shall commence on any part of the Real Estate prior to obtaining all approvals pursuant to Sections 11.02 and 11.03 of the Master Declarations.

I. Garages and Sidewalks Required. All residential dwellings in the Development shall include an attached two (2) bay enclosed garage with independent vehicular access to each bay. All residential dwellings shall have public sidewalks constructed in compliance with the approved construction plans.

J. Heating Plants. Every residential structure in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

K. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. A dumpster or trash pen shall be required on each site prior to the start of framing.

L. Sales of Lots by Declarant. Every Lot within the Development shall be sold to a Builder approved by the Declarant, an Owner who shall contract with a Builder approved by the Declarant or developed by the Declarant.

M. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

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

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hancock County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. OWNERSHIP, USE AND ENJOYMENT OF COMMUNITY FACILITIES AND LIMITED COMMON AREAS.

Each Community Facility and Limited Common Area depicted on the recorded plat of the Community and the Development shall remain private; and the Community Facilities and Limited Common Area shown on the plat can never be separated from the plat, nor developed. The Declarant's execution or recording of the plat or the doing of any other act by the Declarant is not, nor is intended to be, or shall not be construed as, a dedication to the public of any Community Facility or Limited Common Area. Community Facilities and Limited Common Areas are not subject to the restrictions placed on Lot development, but are at the discretion of the Declarant. Ownership of the Community Facilities and Limited Common Areas shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Declaration of Restrictions of Meridian East. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Declarant may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Community Facilities and Limited Common Areas to the Association. However,

the Community Facility and Common Area cannot be mortgaged or conveyed without the consent of the Declarant and at least sixty-seven percent (67%) of the lot owners of the Entire Development.

Maintenance of the Community Facilities and Limited Common Areas shall be the responsibility of the Association. Such responsibilities may include, but not be limited to: mowing, open and wooded green space land, recreational improvements and areas, community buildings, community lighting, private streets, if any, signage, entry monuments, decorative street signs and street furniture, landscaping, common sidewalks, and walking trails and ponds, and any other appurtenant features. Community Facilities are identified as common areas on the plat. Funding for the maintenance shall be from the Association annual assessment, in accordance with the By-Laws of the Association.

6. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Declarant, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or un-workman-like product or services, neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorney's fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Declarant's Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association or the Declarant shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Declarant, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or un-workman-like products or services, neither the Declarant, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7. EFFECT OF BECOMING AN OWNER.

The Owner of a Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Declarant and of the Association (including automatic membership therein by all Lot Owners) with respect to these Restrictions, and also, for themselves, their

heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Declarant, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

8. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

10. SUPPLEMENTAL DECLARATION AMENDMENT.

This Supplemental Declaration may be amended in the same manner as set forth in Article XIII of the Master Declaration.

11. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

12. LIEN OF ASSESSMENT.

All sums assessed by the Associations, but unpaid, including installments of the Annual Assessment, Additional Assessment and Special Assessments, and any fines duly imposed by the Associations, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the Lot Owner for such assessments. No such sale or transfer shall relieve the Lot Owner from liability for any assessments thereafter becoming due or

from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Lots (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The Association shall assess each Owner of a Dwelling or Lot at closing, the sum of One Hundred Fifty Dollars (\$150.00) as a nonrefundable contribution to the Association, unless said contribution is waived under the provisions of a builder contract, which amount may be used from time to time by the Association for the purposes deemed appropriate or desirable by the Board of Directors. The Board of Directors may modify the amount of the nonrefundable contribution from time to time without Member approval.

The initial assessment for Owners in Meridian East shall be Three Hundred Seventy-five Dollars (\$375.00) per year, subject to changes as provided for in the By-Laws of the Association, unless said assessment is waived under the provisions of a builder contract.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 7th day of March, 2006.

MERIDIAN EAST DEVELOPMENT
COMPANY, LLC

BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

APPROVED AND CONSENTED BY:
SPRINGHURST LAND COMPANY, LLC

BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

STATE OF INDIANA)
)
COUNTY OF Marion)

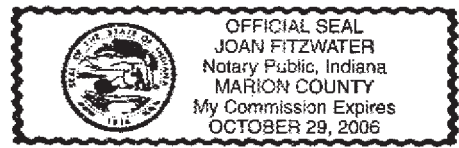
SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Meridian East Development Company, LLC, who acknowledged the execution of the foregoing First Amended Supplemental Declarations, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of March, 2006.

Joan Fitzwater
Notary Public

My Commission Expires:
County of Residence:



STATE OF INDIANA)
)
COUNTY OF Marion)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, who acknowledged the execution of the foregoing First Amended Supplemental Declarations, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of March, 2006.

Joan Fitzwater
Notary Public

My Commission Expires:
County of Residence:



This instrument was prepared by Karin L. Blue, Attorney at Law.

EXHIBIT "A"

MERIDIAN EAST AT SPRINGHURST SECTION ONE

SECONDARY PLAT PART OF THE N.E. 1/4, SECTION 31-16-7 CENTER TWP., HANCOCK CO. INDIANA

A part of the Northwest Quarter of Fractional Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said North west Quarter; thence North 00 degrees 44 minutes 44 seconds East (assumed bearing) along the West line of said Northwest Quarter a distance of 200.00 feet to the Northwest corner of a 0.918 acre tract of land described in Instr. No. 74-0984 in the Office of the Recorder of said Hancock County and said point being the POINT OF BEGINNING of this description; thence North 00 degrees 44 minutes 44 seconds East along said West line a distance of 814.24 feet to a MAG nail; thence South 89 degrees 15 minutes 16 seconds East a distance of 50.00 feet to a 5/8" capped rebar (Gibson); thence South 00 degrees 44 minutes 44 seconds West parallel with the West line of said Northwest Quarter a distance of 118.59 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 48 minutes 22 seconds East a distance of 323.97 feet to a 5/8" capped rebar (Gibson) marking the beginning of a tangent curve, concave Northwesterly, the radius point of which bears North 00 degrees 12 minutes 38 seconds West a distance of 14.00 feet; thence Northeasterly along said curve through a central angle of 50 degrees 09 minutes 27 seconds an arc distance of 12.26 feet to a point of reverse curve, the radius point of which bears South 50 degrees 20 minutes 34 seconds East a distance of 89.00 feet; thence Easterly and Southerly along said curve, through a central angle of 179 degrees 10 minutes 54 seconds, an arc distance of 278.33 feet to the end of said curve; thence North 89 degrees 51 minutes 16 seconds East a distance of 163.89 feet; thence North 36 degrees 44 minutes 39 seconds East 65.27 feet to a 5/8" rebar (Gibson); thence South 84 degrees 44 minutes 16 seconds East a distance of 67.92 to a 5/8" capped rebar (Gibson); thence South 85 degrees 04 minutes 26 seconds East a distance of 58.81 feet to a 5/8" capped rebar (Gibson); thence South 14 degrees 21 minutes 57 seconds East a distance of 67.97 feet to a 5/8" capped rebar; thence North 75 degrees 56 minutes 47 seconds East a distance of 100.14 feet to a 5/8" capped rebar; thence North 14 degrees 03 minutes 20 seconds West 44.72 feet to 5/8" capped rebar; thence North 75 degrees 56 minutes 40 seconds East a distance of 50.00 feet; thence South 14 degrees 03 minutes 20 seconds East 26.67 feet; thence North 76 degrees 29 minutes 45 seconds East 151.19 feet to a point of the West line of the East half of said Northwest Quarter; thence South 00 degrees 31 minutes 04 seconds West along said West line a distance of 288.81 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 06 minutes 32 seconds East a distance of 105.54 feet to a 5/8" capped rebar (Gibson); thence South 79 degrees 00 minutes 08 seconds East a distance of 53.99 feet to a 5/8" capped rebar (Gibson); thence South 89 degrees 52 minutes 02 seconds East a distance of 60.37 feet to a 5/8" capped rebar (Gibson); thence North 77 degrees 18 minutes 02 seconds East a distance of 49.90 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 43 minutes 34 seconds East a distance of 127.58 feet to a 5/8" capped rebar (Gibson); thence South 22 degrees 54 minutes 25 seconds West a distance of 75.07 feet to a 5/8" capped rebar (Gibson); thence South 13 degrees 21 minutes 02 seconds West a distance of 68.51 feet to a 5/8" capped rebar (Gibson); thence South 03 degrees 40 minutes 41 seconds West a distance of 73.73 feet to a 5/8" capped rebar (Gibson); thence South 87 degrees 34 minutes 18 seconds East a distance of 118.96 feet to a 5/8" capped rebar (Gibson); thence South 82 degrees 31 minutes 15 seconds East a distance of 50.17 feet to a 5/8" capped rebar (Gibson); thence South 02 degrees 51 minutes 29 seconds West a distance of 99.74 feet to a 5/8" capped rebar marking the beginning of a tangent curve, concave Northwesterly, the radius point of which bears South 87 degrees 08 minutes 38 seconds East a distance of 15.00 feet; thence Southeasterly along said curve through a central angle of 87 degrees 59 minutes 41 seconds an arc distance of 23.04 feet to a 5/8" capped rebar; thence South 85 degrees 02 minutes 07 seconds West a distance of 5.55 feet; thence South 04 degrees 24 minutes 42 seconds west 235.01 feet to a 5/8" capped rebar on the South line of said Northwest Quarter; thence North 89 degrees 49 minutes 55 seconds West along said South line a distance of 1482.87 feet to the Southeast corner of aforesaid 0.918 acre tract (the next two (2) calls are along the Easterly and the Northerly boundaries of said 0.918 acre tract; 1) thence North 00 degrees 44 minutes 44 seconds East, parallel with the West line of said Northwest Quarter a distance of 200.00 feet; thence North 89 degrees 49 minutes 55 seconds West, parallel with the South line of said Northwest Quarter a distance of 200.00 feet to the POINT OF BEGINNING. Containing 28.113 acres more or less.

DECLARATION

This form is to be signed by the preparer of a document and recorded with each document in accordance with I.C. 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with I.C. 36-2-7.5, do hereby affirm under the penalties for perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security Numbers; and
2. I have redacted, to the extent permitted by law, each Social Security Number in the attached document.

I, the undersigned, affirm under the penalties for perjury, that the foregoing declarations are true.



Karin H. Blue, Declarant

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF
CONVENANTS AND RESTRICTIONS
FOR MERIDIAN EAST, SECTION 1**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION, made this 18 day of May, 2006 ("Amended Supplemental Declaration") is made by Meridian East Development Company, LLC (hereinafter referred to as the "Declarant"). This Amended Supplemental Declaration is made to amend and restate in its entirety the Supplemental Declaration of Covenants and Restrictions for Meridian East Section 1 recorded on the 7th day of March, 2006 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 060002523 ("Supplemental Declaration").

WITNESSETH:

WHEREAS, the Declarant is the owner of all the real estate contained in the area shown on Exhibit A, attached hereto and made a part hereof, which real estate is designated to become a part of a development known as the Meridian Community (the "Community"), and which is subject to a certain Master Declaration of Covenants, Conditions, Easements and Restrictions for the Meridian Community recorded on the 7th day of March, 2006 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 060002522 ("Master Declaration"); and

WHEREAS, the real estate described in "Exhibit A" shall hereinafter be subject to this Supplemental Declaration in order to Declarant impose upon all real estate within the platted areas of the development as described and defined herein, mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Community and the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Board of Directors of the Association of the Meridian Community.

NOW, THEREFORE, the Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any real estate in the Development.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Supplemental Declaration. All terms not described herein shall have the definitions set forth in the Master Declaration.

A. "Association" shall mean the Meridian Community Association, Inc., a not-for-profit corporation.

B. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, by the Declarant, Board of Directors or Architectural Committee of the Association, or it's assigns.

C. "Color scheme" shall mean a combination of siding, brick, trim, shutters and front door color.

D. "Development" shall mean the subdivision known as Meridian East, including existing and future sections subject to this Supplemental Declaration.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Declarant in a rezoning or approval proceedings before the applicable development approval body in the City of Greenfield and Hancock County, Indiana. However, the Declarant reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Declarant's planned use.

B. Prohibited Improvements. Sheds, mini-barns, outbuildings (except pool houses or cabanas), above ground pools, antennae, solar panels, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Lawn ornaments are permitted in rear yards only.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or any portion thereof, shall not contain less than 1,000 square feet of living area.

B. Residential Setback Requirements. Front Setbacks: Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development. Side Setbacks: Side yard setbacks shall be a minimum of ten (10) feet, twenty (20) feet in total.

C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Committee as to

location, and composition before it may be installed. All fences shall be wooden (including, but not limited to Decorative Wood, Rustic Rail 6" minimum or Split Rail), decorative, PVC, ornamental iron or decorative metal. Non-reflective or vinyl coated metal fence (including chain link) may be installed as an integral part of a fence constructed of the aforementioned materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line which faces a street.

D. Landscaping. Each Lot shall have a planting and mulching plan. Such plan shall include a minimum of five (5) shrubs, being a minimum of eighteen inches (18"), with at least one (1) being an ornamental shrub; and a minimum of two (2) trees, with shade trees at least one and one-half inches (1 1/2") in caliper and ornamental or evergreens trees at least five feet (5') in height.

E. Tree Preservation, Clearing and Erosion Control. No live tree with a trunk diameter of 6 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

F. Mailboxes. Uniform mailboxes, Caporale medium Custom mailbox installed on a 6"x6" post are required to be installed by the builder on each lot.

G. Exterior Construction. All driveways must be concrete. The minimum roof pitch shall be 5/12. The minimum front gable or hip roof pitch shall be 6/12. Roof colors shall be weathered wood. There shall be a separation of one lot before a house type and elevation or color scheme shall be repeated on the same side of the street. The same house type and elevation cannot be located directly across the street from one another.

H. Approval Before Construction. No construction shall commence on any part of the Real Estate prior to obtaining all approvals pursuant to Sections 11.02 and 11.03 of the Master Declarations.

I. Garages and Sidewalks Required. All residential dwellings in the Development shall include an attached two (2) bay enclosed garage with independent vehicular access to each bay. All residential dwellings shall have public sidewalks constructed in compliance with the approved construction plans.

J. Heating Plants. Every residential structure in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

K. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. A dumpster or trash pen shall be required on each site prior to the start of framing.

L. Sales of Lots by Declarant. Every Lot within the Development shall be sold to a Builder approved by the Declarant, an Owner who shall contract with a Builder approved by the Declarant or developed by the Declarant.

M. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

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

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

O. Trash Collection. The association shall negotiate a contract for trash removal for all Lots in the Development. Each Owner shall be obligated to lease from such trash removal contractor a standard trash collection container and to pay the monthly trash collection fees attributable to such Owner's Lot.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hancock County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. OWNERSHIP, USE AND ENJOYMENT OF COMMUNITY FACILITIES AND LIMITED COMMON AREAS.

Each Community Facility and Limited Common Area depicted on the recorded plat of the Community and the Development shall remain private; and the Community Facilities and Limited Common Area shown on the plat can never be separated from the plat, nor developed. The Declarant's execution or recording of the plat or the doing of any other act by the Declarant is not, nor is intended to be, or shall not be construed as, a dedication to the public of any Community Facility or Limited Common Area. Community Facilities and Limited Common Areas are not subject to the restrictions placed on Lot development, but are at the discretion of the Declarant. Ownership of the Community Facilities and Limited Common Areas shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Amended Supplemental Declaration. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Declarant may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Community Facilities and Limited Common Areas to the Association. However, the Community Facility and Common Area cannot be mortgaged or conveyed without the consent of the Declarant and at least sixty-seven percent (67%) of the lot owners of the Entire Development.

Maintenance of the Community Facilities and Limited Common Areas shall be the responsibility of the Association. Such responsibilities may include, but not be limited to: mowing, open and wooded green space land, recreational improvements and areas, community buildings, community lighting, private streets, if any, signage, entry monuments, decorative street signs and street furniture, landscaping, common sidewalks, and walking trails and ponds, and any other appurtenant features. Community Facilities are identified as common areas on the plat. Funding for the maintenance shall be from the Association annual assessment, in accordance with the By-Laws of the Association.

6. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Declarant, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or un-workman-like product or services, neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorney's fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Declarant's Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association or the Declarant shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the

Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Declarant, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or un-workman-like products or services, neither the Declarant, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7. EFFECT OF BECOMING AN OWNER.

The Owner of a Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Declarant and of the Association (including automatic membership therein by all Lot Owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Declarant, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

8. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

10. SUPPLEMENTAL DECLARATION AMENDMENT.

This Amended Supplemental Declaration may be amended in the same manner as set forth in Article XIII of the Master Declaration.

11. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

12. LIEN OF ASSESSMENT.

All sums assessed by the Associations, but unpaid, including installments of the Annual Assessment, Additional Assessment and Special Assessments, and any fines duly imposed by the Associations, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the Lot Owner for such assessments. No such sale or transfer shall relieve the Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Lots (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The Association shall assess each Owner of a Dwelling or Lot at closing, the sum of One Hundred Fifty Dollars (\$150.00) as a nonrefundable contribution to the Association, unless said contribution is waived under the provisions of a builder contract, which amount may be used from time to time by the Association for the purposes deemed appropriate or desirable by the Board of Directors. The Board of Directors may modify the amount of the nonrefundable contribution from time to time without Member approval.

The initial assessment for Owners in Meridian East shall be Three Hundred Seventy-five Dollars (\$375.00) per year, subject to changes as provided for in the By-Laws of the Association, unless said assessment is waived under the provisions of a builder contract.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 18 day of May, 2006.

MERIDIAN EAST DEVELOPMENT COMPANY, LLC

BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

APPROVED AND CONSENTED BY:
SPRINGHURST LAND COMPANY, LLC

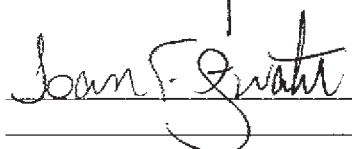
BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

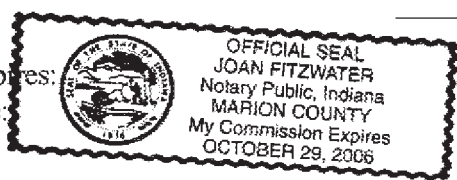
STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Meridian East Development Company, LLC, who acknowledged the execution of the foregoing Amended Supplemental Declaration, and who, having been duly sworn, stated that he represents and certifies that he has been fully empowered by proper resolution to execute and deliver this Amended Supplemental Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 18 day of May, 2006.


_____, Notary Public

My Commission Expires:
County of Residence:



STATE OF INDIANA)
)
COUNTY OF Marion)

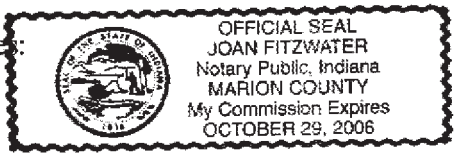
SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Springhurst Land Company, LLC, who acknowledged the execution of the foregoing Amended Supplemental Declaration, and who, having been duly sworn, stated that he represents and certifies that he has been fully empowered by proper resolution to execute and deliver this Amended Supplemental Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 18 day of May, 2006.

Joan Fitzwater
_____, Notary Public

My Commission Expires:
County of Residence:



Consent to Amended and Restated Supplemental Declaration
of Covenants and Restrictions
for Meridian East Section 1

The undersigned being all of the owners of the real estate known as Meridian Community, which real estate is subject to a certain Master Declaration of Covenants, Conditions, Easements and Restrictions for the Meridian Community recorded on the 7th day of March, 2006 in the Office of the Recorder in Hancock County, Indiana as Instrument No. 060002522, and to the Supplemental Declaration of Covenants and Restrictions for Meridian East, Section 1 recorded on the 7th day of March, 2006 in the Office of the Recorder in Hancock County, Indiana as Instrument No. 060002523, hereby consent to the foregoing Amended and Restated Supplemental Declaration of Covenants and Restrictions for Meridian East Section 1 and the recording thereof.


MERIDIAN EAST DEVELOPMENT
COMPANY, LLC

BY: THE BRADFORD GROUP, INC.
Managing Member

BY: 
James L. Brothers, President

CENTEX HOMES, a Nevada general
partnership

By: Centex Real Estate Corporation
a Nevada corporation,
its managing general partner

By: 
Edward F. Hackett.
Indianapolis Division President

SPRINGHURST LAND COMPANY, LLC

BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

STATE OF INDIANA)
COUNTY OF Marion)

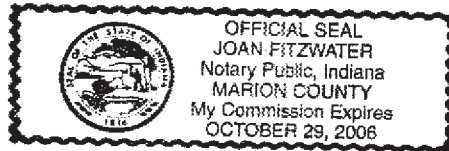
SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Meridian East Development Company, LLC, who acknowledged the execution of the foregoing Consent, and who, having been duly sworn, stated that he represents and certifies that he has been fully empowered by proper resolution to execute and deliver this Amended Supplemental Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 18 day of May, 2006.

Joan Fitzwater
Notary Public

My Commission Expires:
County of Residence:

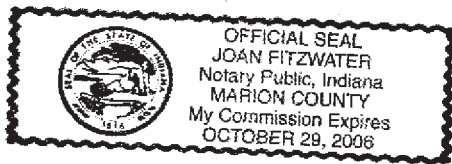


STATE OF INDIANA)
COUNTY OF Marion)

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., Managing Member of Meridian East Development Company, LLC, and acknowledged the execution of the above instrument for and on behalf of said corporation and that the representations therein contained are true.

WITNESS MY HAND AND SEAL THIS 18 DAY OF May, 2006.



Joan Fitzwater
Notary Public
County of Residence:
My commission expires:

STATE OF INDIANA)
COUNTY OF Marion)

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Edward F. Hackett, Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the above instrument for and on behalf of said corporation and that the representations therein contained are true.

WITNESS MY HAND AND SEAL THIS 18th DAY OF May, 2006.

Merry Wiggins
Notary Public

County of Residence:
My commission expires:



This instrument was prepared by Ronald R. Pritzke, Attorney at Law.

re/meridian east development company/amended and restated supplemental declarations.blb.051706