

INSTR. # 9557682

IN REF. TO: P.C. 1 SLIDE 601
9554799
P.C. 1 SLIDE 602

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Mary S. Clark
RECORDED

9554795

INDIAN CO., IN

DECLARATION OF COVENANTS AND RESTRICTIONS

95 OCT 25 AM 11:08
OF QUAIL RIDGE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 24th day of OCTOBER,
1995, by WESTFIELD INVESTMENT COMPANY, L.P. (hereinafter sometimes
referred to as "Developer"),

WITNESSETH THAT:

WHEREAS, the Developer desires to develop a residential
community which will encompass the property described in Article II
of this Declaration and desires to create on said property
recreational facilities and other common facilities for the benefit
of the community; and

WHEREAS, Developer desires to provide for the preservation of
the values and amenities of said community and for the operation
and maintenance of said facilities. and to this end desires to
subject the real estate described in Article II, together with such
other additions as may hereafter be made thereto, to the covenants,
restrictions, conditions and charges (hereinafter referred to as
"covenants and restrictions") hereinafter set forth; and

WHEREAS, Developer deems it desirable for the effective
preservation of values and amenities in said community to create an
agency to which should be delegated and assigned the power and
authority of maintaining and administering the facilities and
enforcing the covenants and restrictions and collecting the
assessments and charges hereinafter created; and

WHEREAS, there has been, or will be, incorporated under the
laws of the State of Indiana as a not-for-profit corporation, Quail
Ridge Homeowners Association, Inc., (hereinafter referred to as

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"Homeowners Association") for the purpose of exercising and carrying out said functions.

NOW, THEREFORE, Westfield Investment Company, L.P., an Indiana limited partnership, hereby declares that the platted Lots and land located within Section One, as more fully set out in Article II, Section 1, of these Declarations and all platted Lots and lands that may be made additions to the Development as set out in Article II, Section 2, of these Declaration shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of 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 Developer and the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property and any part or parts thereof subject to such covenants and restrictions and shall inure to the benefit of the Developer and everyone of Developer's successors in title to any of the real estate in the Development. The Developer specifically reserves unto himself the right and privilege, prior to the recording of the plat of a particular Lot or tract within the Development to exclude any real estate as shown from the Declaration or to include additional real estate.

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ARTICLE I

Definitions

The following words, when used in this Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

- (a) "DEVELOPMENT" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof.
- (b) "Quail Ridge Properties" shall mean and refer to all properties and additions thereto owned by the Developer, including the one hundred three (103) acres platted and referred to in Article II, Section 1 and the one hundred four (104) acres referred to in Article II, Section 2(b).

ARTICLE II

Property Subject to this Declaration
and Provisions for Additions Thereto

Section 1. Development. Developer is the owner or has an interest in and is in the process of developing approximately 103 acres, consisting of residential, recreational and commercial lands, and to that end has platted, or is platting Quail Ridge and Pine Ridge Subdivisions on 103 acres, the legal description of which is attached and marked Exhibit "A" and made a part of this Declaration, subject to the covenants and restrictions of this Declaration.

Section 2. Additions to the Development. Additional property may become subject to this Declaration in the following manner:

- (a) By Developer: Additional properties may be added to the Development and subject to the covenants and restrictions: (i) upon the filing and recording of a plat of the properties to be added, which plat shall incorporate this Declaration of Covenants and Restrictions by reference; or (ii) upon the filing and recording of a Supplementary Declaration of Covenants and Restrictions by Developer or his successors or assigns. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with this Section. In addition, such Supplemental Declaration may contain such complementary additions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no

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event, however, shall such Supplementary Declaration revoke the covenants established by this Declaration within the Development.

- (o) **By Potential Owners.** Owners of Lots in an additional 104 acres currently owned by Developer, the legal description of which is attached as Exhibit "B", which may be developed at some future time, may subject their Lots in said additions to this Declaration of Covenants and Restrictions, together with a description of owners' Lots in said platted subdivision. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with the requirements of this Section. In addition, such Declaration may contain such complementary additions not contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke the covenants established by this Declaration within the Development.
- (c) **By Others.** Upon approval in writing of the Homeowners Association, pursuant to the vote of its members as provided in its Bylaws, and only upon such approval, the owner of any property who is desirous of adding it to the jurisdiction of the Homeowners Association, may file and record a Supplemental Declaration of Covenants and Restrictions which shall extend the scheme of covenants and restrictions of this Declaration to such property. Such Supplemental Declaration of Covenants and Restrictions may contain such complementary additions and modifications of such covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants contemplated by this Declaration within the Development.

ARTICLE III

Character of the Development

Section 1. In General. Every numbered Lot in the Development, unless it is otherwise designated by the Developer, is a residential Lot and shall be used exclusively for single family residential purposes. No other structures shall be erected, placed or permitted to remain upon any of said residential Lots, except one mini storage barn no greater than ninety-six (96) square feet in size. All tracts of land located within the Development which have not been designated by numbering as residential building Lots

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in the recorded plats may be subject to other land use, including commercial, provided the same is consistent with the development of a planned community. The Developer reserves unto himself the right to change the character of the designated commercial or other land use at any time in the future, and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use as needed to accommodate the Developer's planned use. The recorded plats will also include Common Properties (also referred to as Greenspace) which shall be made up of parks, open fields, ponds and/or other undeveloped land. The common Properties are designated as such in perpetuity and no residential or commercial structures shall be built on such Common Properties in the future notwithstanding any future vote to the contrary by future Lot owners.

ARTICLE IV

Restrictions Regarding Construction Improvement and Maintenance

Section 1. Residential Setback Requirements.

- (a) Front Yards. The front building setback lines shall be all as set forth upon the plats of the Development.
- (b) Cul De Sacs. If the particular Lot abuts on a cul de sac, the front building setback line shall be as shown on the plat of that Lot.

Section 2. Time in Which to Build Structures. Every structure placed upon any Lot in the Subdivisions shall be completed within twelve (12) months after the beginning of such construction or placement. If a house is not completed upon a Lot within the prescribed time, the Developer shall have the right and option to repurchase the Lot for a price, in cash, equal to the owner's cost basis in the Lot and the fair market value of such improvements, but not to exceed the owner's direct cost of such improvement. No house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination as to whether the house is substantially completed shall be made by the Developer and such decision shall be binding upon all parties. All structures constructed or placed on any Lot shall be constructed of substantially new materials, and no used structures shall be relocated or placed on any such Lot. 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.

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ARTICLE V

General Prohibitions

Section 1. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development (other than interior window, Developer, or builder signs) without the prior written approval of the Developer.

Section 2. Vehicle Parking. No campers, trailers, boats or similar vehicles shall be parked on any street in the Development, and no inoperative motor vehicle or truck shall be parked or stored for overnight or longer on any Lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other Lots in the Development or the users of any street in the Development.

Section 3. Trash Receptacles. No burning out-of-doors of garbage or other refuse shall take place, and any 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 Development at anytime, except at the times when refuse collections are being made.

ARTICLE VI

Quail Ridge HOMEOWNERS ASSOCIATION, INC.

Section 1. Organization. In order to facilitate the management of the Development, Developer has caused, or will cause, to be organized an Indiana not-for-profit corporation, known as Quail Ridge Homeowners Association, Inc.

Section 2. Common Properties. Developer may from time to time at Developer's option convey the Common Properties (also referred to as Greenspace) or any part thereof, to the Homeowners Association, and upon such conveyance all obligations of Developer with respect to the Common Properties or any part thereof thus conveyed shall cease and terminate and the Homeowners Association shall assume the obligations, management, and operation of same. The conveyance of the Common Properties by Developer shall be made by quitclaim deed. In no event may the Homeowners Association develop residential or commercial buildings (including but not limited to community pools, clubhouses, etc.) on the Common Properties or submit this area to any other use inconsistent with the plat restrictions (Covenants and Restrictions).

Section 3. Management. The Homeowners Association together with the Developer, shall assume the management and operation of the Common Properties until such time as the Common Properties are conveyed to the Homeowners Association, at which time the

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Homeowners Association shall assume the exclusive management and operation of the properties so conveyed.

Section 4. Maintenance of Common Properties. All Common Properties including cobblestone paths, swales, dry detention areas or other landscaping dividing Quail Ridge and Pine Ridge Subdivisions, which have been conveyed to the Homeowners Association, shall be maintained by the Homeowners Association. Any maintenance or alteration to the Common Properties which is required by the Hamilton County Surveyor and/or the Hamilton County Drainage Board shall be performed by the Homeowners Association.

Section 5. Membership. Membership in the Homeowners Association shall be restricted to persons, corporations, partnerships or other legal entities (hereinafter referred to as "Persons"), who are owners (legal or equitable), of numbered residential Lots or unplatted land as are made subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration under the provisions thereof in the Development and the potential owners of Lots in the 104 undeveloped acres of land set forth in Exhibit "B".

Section 6. Voting Rights. The Homeowners Association shall have two (2) classes of voting members:

- (a) Class A members who shall be entitled to one (1) vote for each numbered residential Lot.
- (b) Class B members shall be the Developer, or any person who shall hereafter succeed to the Developer's business and properties substantially as a whole. Class B members shall be entitled to three votes for each acre of unplatted land in Quail Ridge Properties owned by the Class B member until such time as the Class B member either sells the last Lot in the Quail Ridge Properties or rescinds its voting rights in writing, at which time the voting rights of the Class B member shall terminate.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Class A members, except the Developer, hereby covenant for each Lot owned by him within the Development, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Homeowners Association. (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost

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of the collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Developer and Class B members shall not be subject to assessment.

Section 8. Purpose of Assessments. The assessment levied by the Homeowners Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and in particular, for the improvement and maintenance of the ponds, landscaping, common areas and other facilities devoted to this purpose.

Section 9. Annual Assessments. The assessment year shall begin Nov. 1, 1995 and end Oct. 31, 1996. The annual assessment for the assessment year commencing Nov. 1, 1995, shall be \$ 100.00 per Lot; for the assessment year commencing Nov. 1, 1996, \$ 120.00 per Lot; and for the assessment year commencing Nov. 1, 1997, the annual assessment may be increased or decreased only by a vote of the members. For any person becoming a member during an assessment year, the annual assessment for such year shall be prorated on a monthly basis to the month immediately following the month of membership.

Section 10. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 9 hereof, the Homeowners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement and upon the Quail Ridge properties, including the necessary fixtures and personal property related thereto; provided that, any such assessment shall have the assent of two-thirds of the votes of Class A and B members entitled to vote, as governed by Article VI, Section 5, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 11. Duties of the Board of Directors. The Board of Directors of the Homeowners Association shall prepare a roster of the properties and assessments applicable thereto and shall be kept in the office of the Homeowners Association and open to inspection by any member.

Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

The Homeowners Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association, setting forth whether said assessment has been paid. Such certificate

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shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien Remedies of Quail Ridge Homeowners Association, Inc. If the assessments are not paid on the date or dates when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 14. "Junior Lien" Provisions. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the date of foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu, grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

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ARTICLE VIII

General Provisions

Section 1. Covenants to Run With Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Homeowners Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to charge said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Homeowners Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

WESTFIELD INVESTMENT COMPANY,
LIMITED PARTNERSHIP

By: Ralph L. Wilfong
Ralph L. Wilfong, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions.

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Witness my hand and Notarial Seal this 24th day of October, 1995.

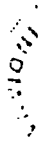
Patricia R. Emmert
Notary Public

PATRICIA R. EMMERT
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. JULY 31, 1996

Printed

County of Residence:

MY Commission Expires:



CORPORATE\W256DEC.COV\CAC\bh

Prepared By: Kunz and Kunz, 320 N. Meridian St., Indianapolis, IN 46204

Return To: Wilfong Land Co., 1350 Greyhound Ct., Carmel, IN 46032

corporate\W256Dec.Cov\cac\bh

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EXHIBIT 'A'
QUAIL RIDGE

Parcel B: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East 860.00 feet North 00 degrees 34 minutes 25 seconds West (assumed bearing) of the Southeast corner of said Northeast Quarter; thence North 00 degrees 34 minutes 25 seconds West on said East line 364.78 feet; thence South 88 degrees 58 minutes 51 seconds West 1249.05 feet; thence South 00 degrees 34 minutes 25 seconds East parallel with the East line of said Northeast Quarter 835.45 feet; thence South 88 degrees 46 minutes 08 seconds West 618.08 feet; thence South 81 degrees 29 minutes 55 seconds West 354.24 feet; thence South 89 degrees 25 minutes 11 seconds West 243.39 feet; thence North 79 degrees 35 minutes 47 seconds West 217.49 feet; thence North 89 degrees 42 minutes 29 seconds West 589.00 feet; thence North 33 degrees 51 minutes 41 seconds West 39.24 feet; thence North 01 degree 48 minutes 02 seconds West 84.77 feet; thence North 13 degrees 34 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve, the radius point of which lies 175.00 feet North 13 degrees 34 minutes 12 seconds East of said point; thence Southeasterly, curving to the left on said curve, an arc distance of 21.31 feet, to a point that is 175.00 feet South 06 degrees 35 minutes 30 seconds West of the radius point of said curve; thence North 01 degree 19 minutes 25 seconds West 472.85 feet; thence North 46 degrees 52 minutes 32 seconds West 161.33 feet; thence North 29 degrees 14 minutes 22 seconds West 163.13 feet; thence North 01 degree 19 minutes 25 seconds West 32.85 feet; thence South 88 degrees 40 minutes 35 seconds West 472.43 feet to a point that is 1364.80 feet North 00 degrees 58 minutes 26 seconds West from a point on the South line of the North Half of said Section 2, that is 86.00 feet East of the Southeast corner of the West Half of the Northwest Quarter of said Section 2; thence South 00 degrees 58 minutes 26 seconds East 1354.80 feet to said point on the South line of said North Half; thence North 88 degrees 13 minutes 58 seconds East on the South line of said North Half 3035.82 feet to a point that is 860.00 feet West of the Southeast corner of said North Half; thence North 00 degrees 34 minutes 25 seconds West parallel with the East line of said Northeast Quarter 860.00 feet; thence North 88 degrees 13 minutes 58 seconds East parallel with the South line of said North Half 863.00 feet to the piece of beginning, containing 55.477 acres, more or less.

Subject to the Statutory Easement for the Right-of-Way for the Edwin M. Osborne Legal Drain as set out in Order Book #74 of the Circuit Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1995

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EXHIBIT 'A'
FINE RIDGE

Parcel C: Part of the North Half of Section 2, Township 18 North,
in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, T
North, Range 3 East 1274.78 feet North 00 degrees 34 minutes 25
(assumed bearing) of the Southeast corner of said Northeast Quarter
South 88 degrees 38 minutes 51 seconds West 1245.05 feet; thence
degrees 34 minutes 25 seconds East parallel with the East line of
Northeast Quarter 835.45 feet; thence South 88 degrees 46 minutes
West 618.08 feet; thence South 81 degrees 29 minutes 55 seconds
feet; thence South 89 degrees 29 minutes 11 seconds West 243.39
North 79 degrees 35 minutes 47 seconds West 217.49 feet; thence
degrees 42 minutes 29 seconds West 589.00 feet; thence North 33
minutes 41 seconds West 39.24 feet; thence North 01 degree 46 m
seconds West 84.77 feet; thence North 13 degrees 34 minutes 12 s
50.00 feet to a point on a non-tangent curve, the radius point of
175.00 feet North 13 degrees 34 minutes 12 seconds East of said
Southeasterly, curving to the left on said curve, an arc distance of
to a point that is 175.00 feet South 05 degrees 35 minutes 30 sec
the radius point of said curve, thence North 01 degree 19 minutes
West 472.85 feet; thence North 46 degrees 52 minutes 32 seconds
feet; thence North 29 degrees 14 minutes 22 seconds West 163.13
North 01 degree 19 minutes 25 seconds West 32.85 feet; thence S
40 minutes 35 seconds West 472.43 feet to a point that is 1364.6
degrees 56 minutes 26 minutes West from a point on the South line
Half of said Section 2, that is 66.00 feet East of the Southeast co
West Half of the Northwest Quarter of said Section 2; thence North
56 minutes 26 seconds West on a line that intersects the South line
North Half at said point that is 66.00 feet East of the Southeast c
West Half of said Northwest Quarter, a distance of 270.00 feet to
is 60.00 feet East of the East line of said West Half; thence North
40 minutes 35 seconds East 1202.17 feet to a point that is 870.25
degree 09 minutes 25 seconds East on a line that is perpendicular
North line of the Northeast Quarter of said Section 2 and extends
degree 09 minutes 25 seconds East from a point on the North line
Northeast Quarter that is 2735.00 feet South 88 degrees 40 minut
West of the Northeast corner of said Northeast Quarter; thence Sou
09 minutes 25 seconds East on said perpendicular line 915.50 feet
that is 6000.00 feet North of the South line of the North Half of s
2; thence North 88 degrees 13 minutes 58 seconds East parallel w
line 1141.98 feet to a point that is 1570.00 feet South 88 degrees
58 seconds West of the East line of said Northeast Quarter; thence
degrees 34 minutes 25 seconds West parallel with said East line 86
a point that is 1570.00 feet North 00 degrees 34 minutes 25 sec
South line of said North Half; thence North 88 degrees 13 minutes
East parallel with said South line 1570.00 feet to the East line of
Northeast Quarter; thence South 00 degrees 34 minutes 25 second
East line 345.22 feet to the place of beginning, containing 46.846
or less.

Subject to the Statutory Easement for the Right-of-Way for the E
Legal Drain as set out in Order Book #74 of the Circuit Court of H
County, Indiana, and to all other legal easements and rights-of-way

Dated: February 14, 1995

EXHIBIT B

Parcel E: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 2, Township 18 North, Range 3 East, thence South 88 degrees 40 minutes 35 seconds West (assumed bearing) on the North line of said Northeast Quarter 2735.00 feet; thence South 01 degree 49 minutes 25 seconds East on a line that is perpendicular with said North line 1785.79 feet to a point that is 000000 feet North of the South line of the North Half of said Section 2, thence North 88 degrees 13 minutes 58 seconds East parallel with said South line 1141.98 feet to a point that is 1570.00 feet South 88 degrees 13 minutes 58 seconds West of the East line of said Northeast Quarter; thence North 00 degrees 34 minutes 25 seconds West parallel with said East line 860.00 feet to a point that is 1570.00 feet North 00 degrees 34 minutes 25 seconds West of the South line of said North Half; thence North 88 degrees 13 minutes 58 seconds East parallel with said South line 1570.00 feet to the East line of said Northeast Quarter; thence North 00 degrees 34 minutes 25 seconds West on said East line 904.94 feet to the place of beginning, containing 80.000 acres, more or less.

Subject to the Statutory Easement for the Right-of-Way for the Anna Kendall Legal Drain, an open ditch crossing the above described real estate

Subject to the Statutory Easement for the Right-of-Way for the Edwin M. Osborne Legal Drain as set out in Order Book #74 of the Circuit Court of Hamilton County, Indiana.

Subject to the Right-of-Way for State Road No. 32, per an Agreement made between the Board of County Commissioners of Hamilton County, Indiana and the Indiana State Highway Commission on September 18, 1922 and a Petition to change and establish the width of the Westfield and Lebanon Road filed on September 5, 1922 in the Commissioners Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Parcel D: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East that is 2735.00 feet South 88 degrees 40 minutes 35 seconds West (assumed bearing) from the Northeast corner of said Northeast Quarter; thence South 01 degree 09 minutes 25 seconds East on a line that is perpendicular with said North line 870.29 feet; thence South 88 degrees 40 minutes 35 seconds West 1202.17 feet to a point that is 60.00 feet East of the East line of the West Half of the Northwest Quarter of said Section 2 and 1604.80 feet North 00 degrees 56 minutes 26 minutes West from a point on the South line of the North Half of said Section 2, that is 66.00 feet East of the Southeast corner of the West Half of the Northwest Quarter of said Section 2; thence North 01 degree 25 minutes 04 seconds West 340.40 feet to a point that is 54.00 feet East of the East line of said West Half; thence North 00 degrees 11 minutes 42 seconds East 371.16 feet to a point on the North line of said Northwest Quarter that is 60 feet East of the Northeast corner of said West Half; thence North 88 degrees 44 minutes 05 seconds East on the North line of said Northwest Quarter 1113.02 feet to the Southwest corner of the Southeast Quarter of Section 35, Township 18 North, Range 3 East, thence North 88 degrees 40 minutes 35 seconds East on the South line of said Southeast Quarter, being also the North line of the aforesaid Northwest Quarter of Section 2, a distance of 80.14 feet to the place of beginning, containing 24.000 acres, more or less

Subject to the Right-of-Way for State Road No. 32, per an Agreement made between the Board of County Commissioners of Hamilton County, Indiana and the Indiana State Highway Commission on September 18, 1922 and a Petition to change and establish the width of the Westfield and Lebanon Road filed on September 5, 1922 in the Commissioners Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way

Dated: February 14, 1995

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COVENANTS AND RESTRICTIONS

REF. P.C. 1 SURV 602

The undersigned, Westfield Investment Company, L.P., an Indiana Limited Partnership, the owner and developer (hereinafter "Developer") of the real estate described on the plat herein, does hereby layoff, plat and subdivide the same in accordance with the foregoing plat of Quail Ridge Subdivision (hereinafter "Subdivision").

This Subdivision shall be known and designated as Quail Ridge, and shall be subject to the following restrictions which shall operate as perpetual covenants:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
2. All lots as shown on the plat herein shall be known as residential lots (hereinafter "Lots").
3. Drainage swales (ditches) along dedicated streets within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hamilton County Surveyor or the Town of Westfield, Indiana. Lot owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been installed as approved and permitted by the Hamilton County Surveyor.
4. Any Lot owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered or certified mail to repair said damage, after which time, if no action is taken, the Hamilton County Surveyor will cause said repairs to be accomplished, and the Lot owner shall be responsible for the payment of all expenses associated with such repairs, forthwith.
5. No home occupation shall be conducted or maintained on any Lot.
6. All water systems and methods of sewage disposal in this Subdivision must be in compliance with the regulations or procedures by the State Board of Health and rules and regulations of the Town of Westfield, Indiana.
7. No structure shall be erected, placed or permitted to remain upon any Lot in this Subdivision, except one (1) single family dwelling house and one mini storage barn no greater than ninety-six (96) square feet in size. No home shall exceed two and one half (2½) stories or thirty-five (35) feet in height. Each single-family residence constructed upon a Lot within this

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Subdivision shall include an attached two (2) car garage. The means of ingress and egress to said attached garage shall be over a hard surface driveway. All residences will require masonry on fifty percent (50%) of the front elevation of the first floor of the homes, excluding garage doors, windows, doors, gables, dormers, and return walls.

8. No residence shall be erected or maintained on any Lot in this Subdivision having a total living area, exclusive of open porches and garages, of less than one thousand four hundred (1400) square feet.

9. No structure shall be erected, placed or altered on any Lot in this Subdivision unless and until the plat plan showing the location of such structure, and plans and specifications for the building of such structure requiring a foundation have been approved as to conformity and harmony of external design and location with existing structures in the Subdivision and as to the topography and finished ground elevation of such Lot by Developer or any person to whom the right of such approval has been assigned by Developer; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if no written objection is received by the Lot owner within thirty (30) days of the receipt of all such plans by Developer. The right to approve such plans as set forth in this paragraph may be assigned by Developer to any other person or entity so long as the assignment is in writing and Developer may waive the rights herein to any successor or assign with respect to any Lot or Lots.

10. The owner of any Lot in the Subdivision shall at all times maintain the Lot and improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, each Lot owner shall:

- a. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- b. Remove all debris or rubbish.
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.
- d. Cut down or remove dead trees.
- e. Where applicable, prevent debris or foreign material from entering any pond, or, when any such debris has entered a pond from the Lot, remove same immediately, and maintain in a clean and orderly manner.

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

In the event that the owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer, or any owner of any Lot within the Subdivision shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in any reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

11. No noxious or offensive activities shall be carried on any Lot in the Subdivision, nor shall anything be done on any of said Lots that is or is likely to become an unreasonable annoyance or nuisance to any owner of another Lot in the Subdivision.

12. Front building setback lines are hereby established as shown on this plat. No buildings or structures of any kind shall be erected or maintained between the setback lines and property lines adjacent to the street. The strips of ground shown on this plat and marked "drainage and utility easements (D. & U.E.)" are reserved for the use of the public utilities for the installation of water and sewer mains, ducts, lines, wires and drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of Lots in this Subdivision shall take their titles subject to the rights of the public utilities, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other Lots in this Subdivision.

13. No animals shall be kept or maintained on any Lot in the Subdivision, except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

14. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the Lots without the written consent of the Developer. Developer may assign the right to approve said equipment to Quail Ridge Homeowners Association, Inc. by doing so in writing.

15. No owner of any Lot in the Subdivision shall build or permit the building upon said Lot of any dwelling house that is to

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be used as a model home or exhibit house without permission to do so from the Developer.

16. No sump pump drains shall outlet onto the street.

17. No trees or shrubs shall be planted in the Hamilton County right-of-way or in the drainage or utility easements.

18. All swimming pools shall be in-ground pools and fenced and screened. The locations and screening shall be approved by the Developer or any person to whom the right has been assigned by the Developer.

19. Water from house footing drains, roof water drains or sump pumps may not discharge into the sanitary sewers.

20. No boats, campers, trailers of any kind, or recreational vehicles of any kind shall be permitted to park anywhere in the Subdivision for more than four (4) hours unless fully enclosed inside a building, or unless the same is necessary and incidental to Developer's business on the property.

21. Certain areas on the plat are designated by the Developer as Common Properties (also referred to as Greenspace). The Common Properties shall be made up of parks, open fields, ponds and/or other undeveloped land. The Common Properties are designated as such in perpetuity and no residential or commercial structures (including but not limited to community pools, clubhouses, etc.) shall be built on such Common Properties in the future, notwithstanding any future vote to the contrary by Lot owners.

22. Each resident shall be responsible for installing and maintaining a mailbox of a type and size approved by Developer which is identical in color, size, shape and configuration with other mailboxes in the Subdivision. The Developer or the builder shall designate placement at curb front.

23. It is understood by the owners' successors in interest that the described real property lies in close proximity to an operating airport and that the operation of the airport and the landing and take-off of aircraft may generate high noise levels.

Therefore, in consideration of the issuance by the Indiana Department of Transportation of a permit pursuant to Indiana Code 8-21-10-3-b to construct a residential building or other building designed for noise sensitive uses on said real property in accordance with the terms of owners' application, owner(s) hereby covenant that they shall not initiate or support action in any court or before any governmental agency if the purpose of the action is to interfere with, restrict, or reduce the operation of the airport or the use of the airport by any aircraft. Owners further covenant that they shall not protest or object to the

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operation of the airport or the landing or take-off of aircraft before any court or agency of government. The covenants contained herein shall run with the land and shall be binding upon the owners, their successors, and assigns.

24. Any person or persons acquiring title to any portion of the real estate in this Subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hamilton County, Indiana, by Developer prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

25. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions, herein, it shall be lawful for any person owning real estate in this Subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

26. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force for twenty (20) years from the date of recording, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless a majority of the then owners of said Lots in this Subdivision vote to change said covenants in whole or in part.

27. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Nothing contained herein shall be construed or interpreted to restrict the activities of the Developer or any builder engaged in the development of the Subdivisions or in the sale of Lots. During the Development Period, Developer or any such builder shall be entitled to engage in any activities and to construct, install, erect and maintain facilities, upon any portion of the Subdivisions at any time, as in the sole opinion of the Developer or such builder may be reasonably required, or convenient or incidental to, the development of the Subdivisions and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model homes, construction offices, sales offices and business offices.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants and Restrictions this 4th day of October, 1995.

WESTFIELD INVESTMENT COMPANY, L.P.

Ralph L. Wilfong
Ralph L. Wilfong, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Westfield Investment Company, L.P., by Ralph L. Wilfong, as General Partner, who acknowledged the execution of the foregoing Covenants and Restrictions.

Witness my hand and Notarial Seal this 4th day of October, 1995.

Patricia R. Emmert
Notary Public

Printed

My Commission Expires:

My County of Residence:

PATRICIA R. EMMERT
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXT. JULY 31, 1996

This instrument prepared by Charles A. Carlock (#17258-49), Kunz and Kunz, 320 N. Meridian Street, #528, Indianapolis, Indiana 46204.

Return to: 1350 Greyhound Court, Carmel, Indiana 46032.
DOUG E. MOORE

CORPORAT\W256QUAL.RDG/CAC/bh

95 OCT -5 PM 2:20
HAMILTON CO. IN

Instrument
9709704330

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made this 31 day of January, 1997, by WESTFIELD INVESTMENT COMPANY, L.P., which together with its successors or assigns, is herein referred to as "Declarant" or "Developer", upon the following described property, which is herein referred to as the "Property":

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

RECITALS

1. Declarant is the owner of the Property and is desirous of developing a business community which will encompass the Property in order to provide for the presentation of an overall character of said community; and
2. Declarant has deemed it desirable for the effective preservation of overall uniformity and character in said community that Developer approve certain design elements of the improvements contemplated by the lot owners in said business community for overall uniformity and aesthetic quality; and
3. Declarant desires to subject the Property together with such other additions as may hereafter be made thereto, to the covenants, conditions and restrictions (hereinafter referred to as "Restrictions") hereinafter set forth; and
4. Each original purchaser of any portion of the Property and all parties claiming title under each purchaser, whether or not an occupant of the Property, are herein referred to as "Owner." The provisions hereof shall be applicable to all Owners and occupants of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of said lots situated therein. All of the Restrictions shall run with the

Property and shall be binding upon the Developer and upon all parties and persons claiming under the undersigned, for the benefit of and limitation upon all future Owners of the Property as follows:

ARTICLE I

PROPERTY COVERED

The Restrictions shall cover the Property.

ARTICLE II

TERM

The Restrictions shall be in full force and effect upon the Property from the date of recording hereof until January 1, 2007, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless otherwise agreed by amendment as provided for herein.

ARTICLE III

AMENDMENT

The Restrictions may be amended from time to time by an instrument executed by Declarant and those owning seventy-five percent (75%) of the Property on a square foot of land basis. All amendments pursuant to this Article III shall become effective when recorded in the real property records of Hamilton County, Indiana.

ARTICLE IV

DEDICATED ROADWAY

Declarant has dedicated a roadway upon said real estate for public use in order to provide access to the lots and lands of the business community, which dedication is recorded as instrument numbers 9709702519 in the Office of the Recorder of Hamilton County, Indiana.

ARTICLE V

EXTERIOR LIGHTING

The facades of all buildings facing the roadway shall be indirectly lit by lighting located at ground level and concealed from view, of a type approved by Developer. All lot Owners shall install such lighting as soon as is practicable upon erection of a building and shall keep the building lit from dusk to dawn. No colored lighting shall be used to light the facade of any building.

ARTICLE VI

APPROVAL OF PLANS

Any improvements, structure or facility proposed for construction upon the Property must be approved by Developer prior to commencement of construction. Such approval process requires the submission of plans and specifications to the Developer. Such plans and specifications shall be prepared by registered architects for buildings and by registered engineers for engineering disciplines, and such professionals shall assume responsibility for the soundness of such plans, including the following:

- A. a plot plan at a scale satisfactory to Developer showing the relationship of proposed improvements, on adjacent lots, utilities and access thereto, curbs, walks, driveways, parking areas, location of garbage and receptacles and such other detail as Developer may require.
- B. floor plans at a scale satisfactory to Developer.
- C. ground cover plans, including landscaping.
- D. a true architectural rendering of the proposed buildings, including the proposed exterior color scheme, style, materials and design and placement of signs.
- E. any other plans, specifications or design features which the Developer may deem necessary.

The Developer may require inclusion in the planned construction such structures, including fences, walls, curbing and other structures, as are necessary to carry out the intent of the Restrictions. The Developer shall not arbitrarily withhold approval of properly submitted plans and specifications. However, in no case shall wood-based pole-type structures be permitted. Should the Developer fail to approve or disapprove plans and specifications within forty-five (45) days after the same have been submitted to it, it shall be conclusively presumed that the Developer has denied approval of such plans and specifications.

The Developer may grant variances from the provisions of the Restrictions when, in the discretion of the Developer, such variances are justified from the standpoint of aesthetics, architectural design, engineering, value enhancement or other reasons deemed by Developer to justify a variance.

ARTICLE VII

GOVERNMENTAL APPROVAL

All improvements shall be planned and constructed in accordance with all applicable laws, rules and regulations published by any governmental agency or authority having jurisdiction.

ARTICLE VIII

REGULATION OF IMPROVEMENTS

- A. Minimum Setback Lines. No structure of any kind and no part thereof shall be placed on any site closer to a Property line than hereby described.
1. Building setbacks, whether front, side or rear, shall be, at a minimum, as required by ordinance of the town of Westfield.
 2. The following structures or improvements are excluded for the setback requirements:
 - (a) steps and walks

- (b) paving and associated curbing, except that parking areas will not be permitted within 2 feet of street property lines.
- (c) fences
- (d) landscaping
- (e) planters, none over four feet in height
- (f) railroad spur tracks, switches and bumpers, if any
- (g) displays identifying the occupant, with the approval of the Developer

3. Owner is additionally responsible for ensuring that its property is not in violation of any restriction or ordinance of any municipal and/or governmental authority having jurisdiction over the Property.

B. Commencement of Construction. No structure or improvement to a site within the Property shall be erected, placed, altered, maintained or permitted to remain without first having received approval of plans and specifications from the Developer.

C. Excavation. No excavation shall be made unless directly connected to the construction of an improvement. Upon completion of construction, all disturbed ground shall be filled or graded and conform to a landscape development plan.

D. Landscaping. It is the intent of Declarant to obtain high quality landscaping throughout the business park. Every site upon which a building shall have been placed shall have landscaping according to the plans approved as specified herein and maintained thereafter in a sightly and well-kept condition. Owner shall provide landscaping in accordance with the following provisions:

- 1. If Owner should fail, in the sole and final judgment of Declarant, to maintain landscaping consistent with Declarant's intent, Declarant may, after giving ten (10) day notice as provided for in Article IX, Section E

herein at its option, perform or cause to be performed such maintenance work as it deems advisable, and the actual cost of labor and materials times 1.25 shall be paid by Owner upon demand by Declarant.

2. The following general requirements shall apply:
 - (a) All street setback areas shall be landscaped except those areas approved for walkways, driveways and parking, or those areas within an easement.
 - (b) All areas in site setbacks shall be fully landscaped, except for area approved to be paved or those areas within an easement.
 - (c) Owner shall landscape and maintain unpaved areas between the curb and the setback lines.
 - (d) Complete landscape plans are required for review.

E. Signs.

1. It is the intent of Declarant that all signs be uniform and limited to specified graphic guidelines.
2. No billboard, flashing lighting or advertising sign shall be permitted on any site within the Property. Only signs identifying the name, business and products of the person or firm occupying the premises, instructional (i.e., providing information or direction), or those offering the premises for sale or lease will be permitted.
3. Only one sign of approved design shall be permitted on the front setback line and one sign may be attached to the side of the building which faces a public street.
4. Design and construction of all signs shall be approved in writing by the Developer with respect to size, design and color. Signs shall also

conform to local building codes. Corporate logo signs will be subject to a more detailed review to determine compliance with the overall plan for the Property.

5. Multiple occupancy building signs, and other signs as determined by Developer, may be approved on a case-by-case basis by the Developer.

F. Parking Areas.

1. Adequate off-street parking shall be provided to accommodate the parking requirements of a business within the limits of the lot. Parking for employees, visitors and business vehicular traffic and parking requirements shall be provided on the site and designated by white lines painted on the paved surface. All parking must comply with applicable parking ordinances.
2. Parking will not be permitted on the public streets, between the street pavement and the Property line, and no parking will be permitted closer than 10 feet to a street side Property line.

ARTICLE IX

REGULATION OF OPERATIONS AND USES

- A. Permitted Operations and Uses. All lands within the Development are designated as business lots and any structure erected or placed upon or permitted to remain upon any lot or land in the Development shall be a building used exclusively for business and commercial purposes and no structures other than a building or buildings meeting such description shall be permitted to remain upon any lot or land, except by express written permission of Developer, and then only as an adjunct to a business or commercial purpose.
- B. General Prohibitions. Owner shall ensure that it does not violate any local, state or federal ordinance, statute, or regulation with regard to fire and explosive

hazard, noise, vibration or shock, smoke, dust, odor or other forms of air pollution, heat, glare, electrical or other disturbance, liquid or solid refuse or wastes, or any other substance, condition or element in such amount as to affect the surrounding area or adjoining premises.

C. Temporary Structures. No structure of a temporary character, trailer, mobile home, shed, shack, tent, garage, barn, recreational vehicle, or other structural vehicle shall be located upon the Property and be used as a residence, or otherwise, temporarily or permanently, except during the period of construction or approved expansion construction.

D. Maintenance of the Property. The owner of any lot in the Property 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. The area to be so maintained shall extend from and include the exterior of the building, or any wall open to public view, to the curb on the front or side and to the rear and sidelot lines and, specifically, Owner shall:

1. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
2. Remove all debris or rubbish.
3. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Property.
4. Cut down and remove dead trees.
5. Where applicable, prevent debris or foreign material from entering any pond, or, when any such debris has entered a pond from the lot, remove same immediately.
6. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the Owner of any lot in the Property shall fail to maintain the lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Developer or anyone to whom Developer assigns, shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to Developer shall be paid by Owner per Article VIII, Section D.1 herein. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

E. Housekeeping. If accumulations of weeds, rubbish or items of equipment or supplies are permitted to remain upon the Property more than 10 days after a request in writing from Declarant to Owner to have them removed, Declarant, or its authorized agent, may enter upon the Property for the purpose of removing the same by whatever means it deems necessary. Such entry shall not be deemed trespass and Declarant shall not be subject to any liability therefor. The cost of such work shall be paid by Owner as provided for in Article VIII, Section D.1 herein.

ARTICLE X

ENFORCEMENT

If Owner shall fail to maintain any of the standards prescribed herein or otherwise defaults hereunder and the condition is not corrected within 10 days after written notice from Declarant, Declarant or its authorized agent shall have the right to enter upon the Property and take such action as is necessary to correct such condition, without being deemed guilty of trespass. The costs therefor shall be paid by Owner as provided for in Article VIII, Section D.1 herein.

ARTICLE XI

MISCELLANEOUS PROVISIONS

- A. **Attorneys' Fees.** In any legal proceeding for the enforcement of the restrictions or prevention of a violation of the restrictions or any part thereof, the losing party shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the court.
- B. **Failure to Enforce a Restriction.** Declarant may fail to enforce any restriction herein specified upon Owner, but in no event should this be deemed a waiver of the restrictions or the right to enforce any restriction at a later date.
- C. **Acceptance of Covenants.** Every person who shall hereafter acquire any right, title or interest in any portion of the Property shall have consented and agreed to every covenant and restriction herein contained or implied even though this document may not have been made reference to or part of the documents received as a part of acquiring a portion of the Property.
- D. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so paced and kept as not to be visible from any street within the Property at any time, except at the times when refuse collections are being made.
- E. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the lots without prior approval of Developer or whomever Developer appoints.
- F. If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person owning real estate part of this Property to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS my signature this 31st day of January, 1997

WESTFIELD INVESTMENT COMPANY, L.P.

Ralph L. Wilfong
By: *Ralph L. Wilfong* his attorney
in fact.

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton

Subscribed and sworn to before me, a notary public in and for said County and State, personally appeared Ralph L. Wilfong the General Partner of Westfield Investment Company, L.P., who acknowledged the execution of the foregoing document.

Witness my hand and seal this 31st day of JANUARY, 1997.

DOUGLAS D. MORE
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. JULY 10, 2000

[Signature]
Notary Public

Printed _____

My Commission Expires: _____

County of Residence: _____



This instrument prepared by Christopher A. Poling (#18963-49), KUNZ & OPPERMAN, P.C., 135 N. Pennsylvania Street, Suite 2550, Indianapolis, IN 46204.

9709704330
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 02-06-1997 At 11:07 am.
DEC COV RES 36.00

EXHIBIT 'A'

Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East that is 1862.55 feet South 88 degrees 40 minutes 35 seconds West (assumed bearing) measured on said North line from the Northeast corner of said Northeast Quarter; thence South 00 degrees 34 minutes 25 seconds East parallel with the East line of said Northeast Quarter 615.00 feet; thence North 88 degrees 40 minutes 35 seconds East parallel the North line of said Northeast Quarter 360.18 feet; thence South 00 degrees 34 minutes 25 seconds East parallel with said East line 301.51 feet to the Northerly line of PINE RIDGE, SECTION TWO, a subdivision in Hamilton County, Indiana, the Secondary Plat of which is recorded on Slide 719 in Plat Cabinet No. 1, as Instrument Number 9608640410 in the Office of the Recorder of Hamilton County, Indiana; thence South 88 degrees 13 minutes 38 seconds West on the North line of said subdivision 78.45 feet to the Northwest corner of Lot #22 in said subdivision; thence South 00 degrees 34 minutes 25 seconds East on a Westerly line of said subdivision 888.00 feet to the North line of Lot #36 in said subdivision; thence South 88 degrees 13 minutes 38 seconds West on the Northerly line of said subdivision and the Westerly prolongation thereof, a total distance of 1141.98 feet; thence North 01 degree 19 minutes 25 seconds West 815.90 feet; thence South 88 degrees 40 minutes 35 seconds West 158.64 feet to a point on a non-tangent curve, the radius point of which lies 875.00 feet South 88 degrees 18 minutes 04 seconds East from said point; thence Northeasterly, curving to the right on said curve, an arc distance of 80.68 feet to the point of tangency of said curve at a point that is 875.00 feet North 81 degrees 01 minute 25 seconds West of the radius point of said curve; thence North 08 degrees 58 minutes 35 seconds East tangent with said curve 100.21 feet to the point of curvature of a curve to the left, the radius point of which lies 975.00 feet North 81 degrees 01 minute 25 seconds West of said radius point; thence Northerly, curving to the left on said curve, an arc distance of 152.02 feet to the point of tangency of said curve at a point that is 975.00 feet North 89 degrees 27 minutes 19 seconds East of the radius point of said curve; thence North 00 degrees 32 minutes 41 seconds West tangent with said curve 330.85 feet to the North line of the Northwest Quarter of said Section 2; thence North 88 degrees 44 minutes 05 seconds East on said North line 25.00 feet to the Northwest corner of the Northeast Quarter of said Section 2; thence North 88 degrees 40 minutes 35 seconds East on the North line of said Northeast Quarter 952.59 feet to the place of beginning, containing 45.920 acres, more or less.

Subject to the right-of-way for Indiana State Road 32, per a petition to establish the width of the Westfield and Lebanon Road filed September 5, 1922 in the Commissioners Court of Hamilton County, Indiana, and per an agreement between the Board of Commissioners of Hamilton County, Indiana, and Indiana State Highway Commission on September 18, 1922, establishing the width of said right-of-way as fifty feet in total, being centered upon the Congressional Township Line between Township 18 North and Township 19 North.

Subject to a "blanket type" easement granted to Indiana Bell Telephone Company, dated June 8, 1929 and recorded on page 239 of Miscellaneous Record 30 and the assignment of said easement on December 12, 1983 to A.T.&T. Communication of Indiana, Incorporated, per a document recorded as Instrument Number 84-395 on pages 630 through 632 of Easement Record 1, all as found in the Office of the Recorder of Hamilton County, Indiana.

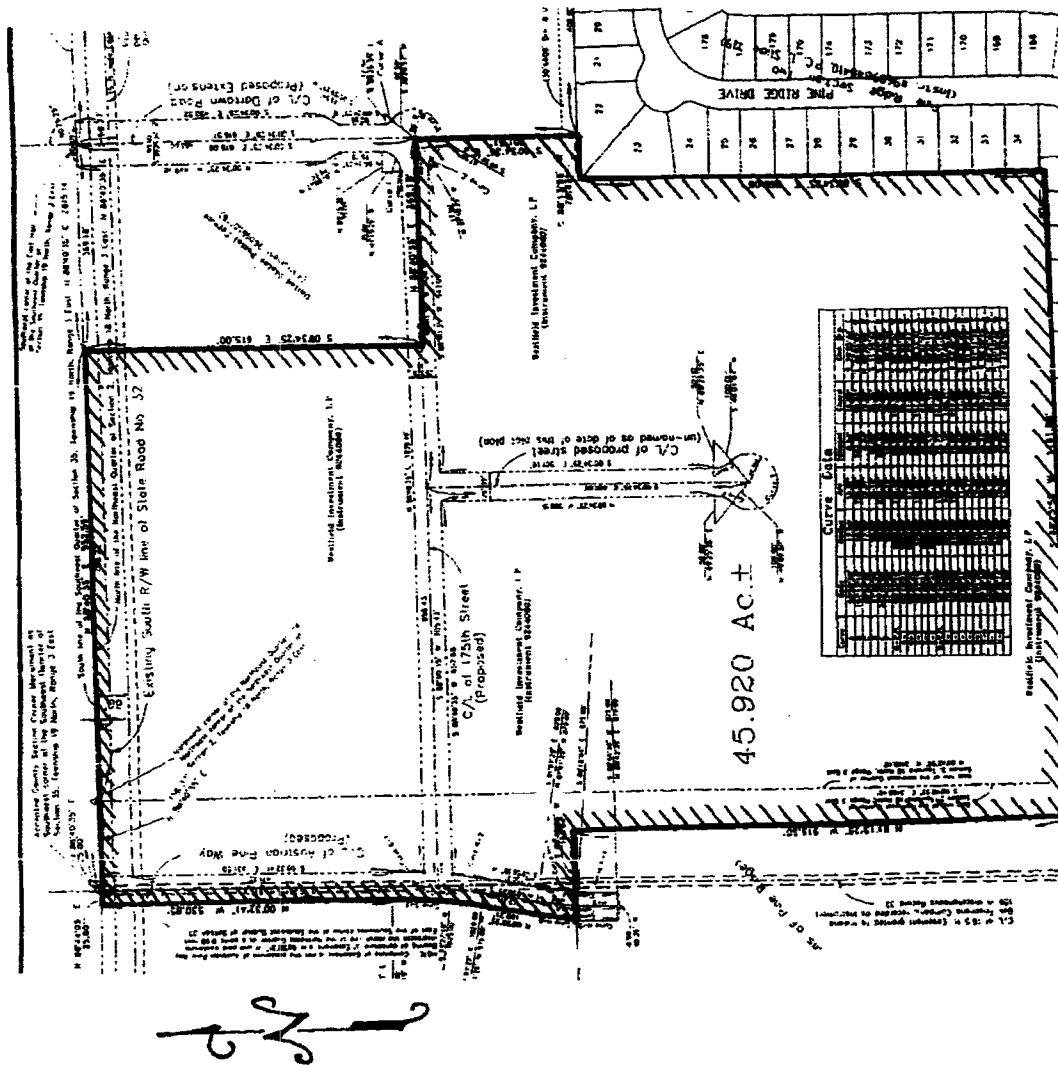
Subject to an easement granted to GTE North, Inc. as found recorded as Instrument Number 9610876 in the Office of the Recorder of Hamilton County, Indiana.

Subject to an easement granted to Indiana Bell Telephone Company, as found recorded as Instrument Number 2788 on page 156 of Miscellaneous Record 32 and the assignment of said easement to A.T.&T. Communication of Indiana, Incorporated, per a document recorded as Instrument Number 84-395 on pages 630 through 632 of Easement Record 1, all in the Office of the Recorder of Hamilton County, Indiana.

Subject to all other legal easements and rights-of-way.

Dated: February 4, 1997

EXHIBIT 'A'



BEST POSSIBLE IMAGE