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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SPRING ORCHARD**

THIS DECLARATION is made this 2nd day of DECEMBER, 2013 by Spring Orchard, LLC an Indiana limited liability company (hereafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, located in Hamilton County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Real Estate");

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

WHEREAS, the word "Property" as used throughout this Declaration shall mean the Real Estate together with such portions of the Additional Real Estate as may be made subject to this Declaration per the terms of Article III below;

WHEREAS, this is a Neighborhood Declaration as defined in the Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center recorded with the Recorder of Hamilton County, Indiana as instrument number 2012071974 (the "Amenity Declaration"); and,

WHEREAS, Declarant desires to subdivide and develop the Property and in connection therewith, to impose certain covenants, conditions and restrictions on the Property

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

ARTICLE I

DEFINITIONS

The following are the definitions of the terms as they are used in this Declaration:

Section 1.1 "Amenities" means the term Amenities as defined in the "Amenity Declaration".

Section 1.2 "Amenity Area" means the term "Amenity Area" as defined in the Amenity Declaration.

Section 1.3 "Amenity Area Contribution" means the term "Amenity Area Contribution" as defined in the Amenity Declaration.

Section 1.4 "Amenity Assessment" means the term "Amenity Assessment" as defined in the Amenity Declaration.

Section 1.5 "Amenity Association" means the term "Amenity Association" as defined in the Amenity Declaration.

Section 1.6 "Amenity Declaration" means the Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center recorded with the Recorder of Hamilton County, Indiana as instrument number 2012071974, as amended from time to time per the terms of the Amenity Declaration

Section 1.7 "Applicable Laws" means all federal, state and local laws, statutes, and ordinances that are applicable to the Property.

Section 1.8 "Architectural Control Committee" shall mean the Architectural Control Committee, as more fully described in Article VII of this Declaration.

Section 1.9 "Association" shall mean the *Spring Orchard Homeowners Association, Inc.*, a not-for-profit corporation, the membership and power of which are more fully described in Article X of this Declaration.

Section 1.10 "Board" or "Board of Directors" shall mean the Board of Directors of the Spring Orchard Homeowners Association, Inc.

Section 1.11 "Builder" means a person or entity (i) regularly engaged in the business of constructing single family residences for sale and responsible for the original construction of a residence on a Lot and (ii) deemed by the Declarant in its sole discretion, to be a Builder.

Section 1.12 "Capital Assessment" shall mean the Capital Assessment set forth in the Amenity Declaration;

Section 1.13 "Common Area" shall mean those areas (i) designated on current or future Plats as a "Block", "Common Area", "C.A" and (ii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Property.

Section 1.14 "Declarant" shall mean Spring Orchard, LLC, and any successors and assigns of it that it designates in one or more written recorded instruments to have the rights of Declarant under the Declaration.

Section 1.15 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending on the termination of the Class B Membership in the manner set forth in Section 10.3(B) below.

Section 1.16 "Declaration" shall mean this Declaration, as from time to time amended.

Section 1.17 "Grievance Committee" means the Grievance Committee established in Section 14.1 below.

Section 1.18 "Lot" shall mean any homesite, for the construction of a Residence, identified on a Plat that is recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 1.19 "Official Zoning Ordinance" shall mean the official zoning ordinance of the Springmill Trails PUD Ordinance, Ordinance #11-19 of the City of Westfield, Indiana.

Section 1.20 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 1.21 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.22 "Plat" shall mean the subdivision plats of the Property which are recorded with the Recorder of Hamilton County, Indiana.

Section 1.23 "Pond Area" means any Common Area, or portion thereof, on which a Pond now exists or is later constructed by Declarant and "Pond" means a body of water which now exists or is later constructed by Declarant in a Pond Area.

Section 1.24 "Residence" shall mean any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single family residential lot.

Section 1.25 "Special Assessment" means the Special Assessment specified in the Amenity Declaration;

Section 1.26 "Selected Director" means the member of the Board of Directors selected by the Board of Directors to serve on Amenity Association's board of directors per the terms of the Amenity Declaration and the articles of incorporation and bylaws of the Association.

Section 1.27 "Special Use" shall mean any use defined or identified in any applicable zoning ordinance as a "Special Use".

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1. In General. Lots may be used only for residential purposes. All Property located within a Plat that has not been designated by numbering shall be used in a manner determined by the Declarant. Lots may be used only for single-family residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Property than the number of Lots depicted on the Plat. Notwithstanding any provision in the Official Zoning Ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 2.2. Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record and rights-of-way, and also to all Applicable Laws.

ARTICLE III

ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY

Section 3.1 Additions. As of the date of the execution of this Declaration, the Property consists solely of the Real Estate. Declarant shall have the right, and hereby reserves on to itself the unilateral right, at any time, and from time to time, at any time prior to the end of the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate; provided, however, that the addition of any parts of the Additional Real Estate not owned by the Declarant at the time the same are subjected to this Amenity Declaration shall require the written consent of such Owner. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration and all rights, obligations, and privileges herein, when Declarant places of record in Hamilton County, Indiana, a written instrument or written statement so declaring the same to be part of the Property, which written instrument or written statement may be contained in a Plat, or an amendment or supplement to this Declaration. Any such written instrument or written instrument may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument on or before the end of the Development Period,

the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the end of the Development Period. Such expansion of the Property shall not require the consent of any Person other than the Owner(s) of the property to be added, if not the Declarant and is entirely at the sole discretion of the Declarant, and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate, which Declarant may voluntarily in its sole discretion from time to time subject to this Declaration.

Section 3.2 Withdrawals. So long as it has a right to annex or subject to this Declaration the Additional Real Estate pursuant to Section 3.1, Declarant reserves the unilateral right in its sole discretion to amend this Declaration for the purpose of removing any portion of the Property, which has not yet been improved with Residences, from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant.

ARTICLE IV

EASEMENTS

Section 4.1 Designated Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a Plat:

(A) Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements or storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, electric lines, gas lines, telephone lines, fiber optic cable, high speed internet lines, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water and which are approved by any entity to which the easement is dedicated, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across

and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage. Further, there are hereby created easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

(B) Designated Mounding, Landscaping, and Screening and Sign Easements.

Any strips of grounds shown or designated on the Plat for landscaping including, but not limited to, landscape easements, landscape maintenance easements, or landscape maintenance access easements are hereby reserved unto Declarant, during the Development Period, and, thereafter, unto the Association, for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property and (ii) installing landscaping, mounding, fencing, masonry walls, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period, and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association.

(C) Easement Work. Notwithstanding any architectural approval under Article VII below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and any governmental entity shall have the right and the authority, without any obligation, liability or obligation of replacement, whatsoever to any Owner, to remove, damage, or

destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 4.1 (A) above.

Section 4.2 General Drainage, Utility, Sewer and other Development Easements. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 4.2 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association upon the expiration of any Development Period.

(A) General Easement. Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("General Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit the installation and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any General Drainage, Utility and Sewer Easement include all areas of the Property outside any Residence. By virtue hereof, Declarant reserves the right to install a Pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement identified upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(B) Pond Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Pond Easement") and right-of-way in and to any Pond Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Pond" or any other Common Area within the Property used as a water retention or detention area, or on which a Pond now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and establishing and maintaining proper surface water drainage throughout the Property, including dewatering or aquatic maintenance, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or Ponds in accordance with all Applicable Laws.

(C) Sign and Facility Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and a general sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising and/or

identifying the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs and other improvements shall comply with any Applicable Laws and all such signs and other improvements shall be maintained by the Association as a part of its Common Area maintenance obligations.

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

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

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

(iii) Describe more specifically or change the description of any Drainage, Utility and Sewer Easement, Pond Easement, Sign and Facilities Easement and any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana.

(E) The title of (i) the Declarant or the Association to the Common Area owned by the Association during the Development Period and (ii) any Owner of any Lot shall be subject to the rights and easements reserved herein.

ARTICLE V

ADDITIONAL PROVISIONS RESPECTING SANITARY SEWER UTILITY

Section 5.1 Easements. Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and also give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 5.2 Trees. No trees shall be planted directly over building sewers or laterals. Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without any obligation of repair or replacement.

Section 5.3 Other Obstructions. No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of these which are placed within easements or right-of-ways may be removed by the applicable utilities without any obligation of repair replacement.

Section 5.4 Owner's Responsibility. All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the Residence to its connection to the sanitary sewer main.

Section 5.5 Discharge. The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains into the sanitary sewers is prohibited.

Section 5.6 Grade Changes. Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities.

ARTICLE VI

COVENANTS AND RESTRICTIONS

Section 6.1 Land Use. Lots may be used only for single-family residential purposes and only one Residence, not to exceed the maximum height permitted by and measured pursuant to the Applicable Laws, may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences, located in any particular platted area, than the number of Lots depicted on the Plat of such area. Notwithstanding any provision in the Official Zoning Ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 6.2 Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Architectural Control Committee.

Section 6.3 Lighting. All homes will have exterior lights in compliance with the Guidelines, or as otherwise approved by the Architectural Control Committee. In the Declarant's sole discretion, street lights may be installed by Declarant in the utility easements on Lots, in the Common Areas, and in public rights-of-way. During the Development Period, and in the Declarant's sole discretion, street lights may be operated and maintained by the Association. After the Development Period, the Association shall have the right to remove street lights deemed no longer necessary by the Board of Directors.

Section 6.4 Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling or Residence, temporary or permanent, nor may any structure of a temporary character be used as a dwelling or Residence. No temporary structure, trailer, or other outbuilding shall be placed or erected on any Lot, except by Declarant

or a Builder. Any such temporary structure, trailer, garage, or other outbuilding shall be removed immediately upon completion of the primary Residence.

Section 6.5 Driveways. All driveways in the Property shall be concrete in material, unless otherwise approved by the Architectural Control Committee.

Section 6.6 Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, or other charges lawfully established with respect to connections thereto.

Section 6.7 Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the municipality or local governmental board having jurisdiction, "Drainage Easements" shall exist in drainage swales and shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

Section 6.8 Signs. Except for such signs as Declarant may in its sole discretion display in connection with the identification of development of the Property and the sale of Lots therein, no sign of any kind shall be displayed to the public view of any Lot except that one (1) sign of not more than four (4) square feet may be displayed by an Owner or a Builder at any time for the purpose of advertising Lot or Residence thereon for sale.

Section 6.9 Fencing. This subsection is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant. No fence, wall, hedge, or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set back line except where such planting is part of Residence landscaping approved by the Architectural Control Committee and the prime root thereof is within six (6) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". All plans for approval of fencing which are submitted to the Architectural Control Committee shall identify all corners of the subject Lot, as determined by a licensed surveyor, and the Lot Owner shall be responsible for installing the fence in accordance with the approved plans. All fencing on a Lot shall be uniform in height, style, and color and substantially similar in material. No fence or wall shall be erected or maintained on or within any Landscape Easement except such as may be installed by Declarant and subsequently replaced by the Association in such manner as to preserve the uniformity of such fence or wall. No fence may be erected on a Lot without prior approval of the Architectural Control Committee, which shall approve or disapprove the location of all fences. The Architectural Control Committee may

establish further restrictions and design standards with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Pond. All fences shall be kept in good repair. Each Owner shall properly maintain, mow, and trim grass on all portions of such Owner's Lot, including the portions of the Lot located on the other side of a fence installed upon such Lot.

Section 6.10 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood hereby established. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner, the Declarant, and/or the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner, the Declarant, or the Association of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

Section 6.11 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except for a period of time not more than 24 hours, prior to the removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 6.12 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners. Unless permitted by the Board of Directors, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, and so on) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Architectural Control Committee and the Board of Directors; provided, however, that the decision of the Board of Directors to permit such animal or animals may be overturned by a majority vote of the members at any meeting.

Section 6.13 Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot unless the smoke therefrom will not blow upon any other Lot. Owners shall use appropriate incinerators and shall at all times be in compliance with all applicable legal requirements for outside burning.

Section 6.14 Antennae Systems. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Architectural Control Committee. The Architectural Control Committee may

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

Section 6.15 Exterior Lights. Except on Lots on which there is maintained a sales office or model home by the Declarant, no exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

Section 6.16 Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Section 6.17 Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The corresponding costs incurred by the Association shall be assessed to the Owner and shall constitute a lien on such Owner's Lot. The Owner of such Lot shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any amounts due and owing under this Section 6.17 in the same manner as assessments are collected per the terms of Article XI below, together with reasonable attorney's fees and costs of collection. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 6.18 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant, or as approved by the Architectural Control Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers are permitted anywhere on the Property.

Section 6.19 Diligence in Construction. Subject to inclement weather, every Residence shall be completed within fifteen (15) months after the commencement of the construction thereof. For cause shown, this fifteen (15) month period may be extended by the Architectural Control Committee. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months after the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 6.20 HVAC Units. All heat pumps, air conditioning units or gas meters shall be installed along the side elevations of the Residence or the rear elevation of the Residence and, if installed along the side elevation, shall be (i) set back at least fifteen (15) feet from the front elevation and (ii) screened from view in accordance with a landscape plan approved by the Architectural Control Committee.

Section 6.21 Pond and Pond Area(s). Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management, except as provided in this Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Ponds and Pond Areas may or may not exist on the Property, and the reference throughout this Declaration to Ponds and Pond Areas is made in order to address Ponds and Pond Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Pond or Pond Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Pond or Pond Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area including, without limitation, Common Areas on which a Pond exists.

Section 6.22 Mailboxes. All mailboxes and posts must be approved by the Architectural Control Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The Builder shall install the initial mailbox for each Lot, meeting the above criteria, at the Lot Owner's expense. The Owner shall, at the Owner's expense, maintain, repair, replace and paint said mailbox and post in conformance with all other mailboxes.

Section 6.23 Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Additionally, all Lots shall be free of weeds and properly irrigated in order to maintain a good and healthy appearance;
- (B) Remove all debris or rubbish from the Lot;
- (C) Prevent the existence of any other condition that tends to detract from, or diminish the aesthetic appearance of the Property;
- (D) Cut down and remove dead trees from the Lot; and,

(E) Within thirty (30) days following completion of a Residence, or an alternative date approved by the Architectural Control Committee in writing, the Owner shall landscape the Lot in accordance with the provisions set forth in this Declaration and the Owner's lot development plan approved by the Architectural Control Committee.

Section 6.24 Clothes Lines. No clotheslines may be erected on any Lot.

Section 6.25 Outbuildings and Dog Houses. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, Dog Houses, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Property; provided, however, that a pool house which (i) is used for changing and/or showering but not as sleeping quarters, (ii) is constructed on a foundation with footers (iii) is architecturally consistent with and uses the same exterior building materials as the Residence and (iv) is approved by the Architectural Control Committee shall be allowed. All Structures that are connected to the Residence must be approved by the Architectural Control Committee.

Section 6.26 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, swing and slide sets, and trampolines shall not require approval by the Architectural Control Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot, and (iii) any swing and slide sets are constructed of wood. Metal swing and slide sets are prohibited. Prior approval by the Architectural Control Committee of the design, location, color, material and use of any equipment greater than eight (8) feet in height shall be required, and aluminum or metal play equipment is prohibited.

Section 6.27 Plumbing. All plumbing vent stacks are to be located on the rear of the Residence unless an alternative location is approved by the Architectural Control Committee.

Section 6.28 Subsurface Drains and Sump Pump Discharges. Subsurface drains may have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

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

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the

common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

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

Section 6.29 Swimming Pools and Hot Tubs. Only permanent, in-ground, professionally constructed pools, which are approved by the Architectural Control Committee, shall be permitted upon a Lot. All submittals to the Architectural Control Committee shall include landscape plans. All backyard pools shall be oriented to minimize the potential affect on neighboring Lots, shall be enclosed by a fence which obstructs unauthorized access or shall have an automatic pool cover, and shall comply with all other Applicable Laws. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Architectural Control Committee approvals. Hot Tubs must also be approved by the Architectural Control Committee.

Sections 6.30 Tennis Courts, Racquetball Courts, Paddleball Courts and so on. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities are not permitted without the prior approval from the Architectural Control Committee; provided, however, that basketball goals may be installed on a Lot adjacent to driveway without Architectural Control Committee approval so long as they are permanent and have clear fiberglass or glass backboards supported by black posts. All submittals to the Architectural Control Committee shall include landscape plans. Independent basketball courts may not be constructed on a Lot without written Architectural Control Committee approval. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Lighted courts of any kind are prohibited. Temporary or portable basketball courts will not be permitted.

Section 6.31 Vents. All metal and PVC roof or range vents shall be painted to blend with roof color.

Section 6.32 Windows-Doors. If storm doors are installed, they must be painted to match exterior of the Residence, and must be approved by the Architectural Control Committee. No unfinished aluminum doors or windows are allowed. All curtains, blinds or other window coverings shall be tasteful and commensurate with the architecture, design and appearance of Residences on the Property.

Section 6.33 Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant's sole discretion. Such

decorative street signs, if any, shall be maintained by the Association, and shall be repaired or replaced by the Association, if damaged, in accordance with Applicable Laws.

Section 6.34 Fuel Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, are prohibited.

Section 6.35 Garbage and Other Refuse. No Lot Owner in the Property shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost, on such Owner's Lot.

Section 6.36 Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home occupation, that satisfies all requirements of all Applicable Laws, may be permitted provided that, in addition to the requirements of Applicable Laws, any such Owner's use is conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, and is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is (i) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodity sold upon the premises; (iii) no person is employed other than a member of the immediate family residing in the Residence; and (iv) no manufacture or assembly operations are conducted. Provided, however, that in no event shall a child day care, barber shop, styling salon, animal hospital, any form of animal care or treatment such as dog trimming, or any other similar activities be permitted as a home occupation. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales trailers, model homes, and sales offices.

Section 6.37 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales (ditches) along dedicated roadways or within rights of way or established drainage easements:

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

(B) Any Owner or Builder altering, changing, or damaging such drainage swales or ditches shall be responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, the Declarant or the Association may cause said repairs to be accomplished and the invoice for such repairs shall be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the amount owed, together with reasonable attorney's fees, shall be a lien on

the subject Lot and Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 6.38 Roofing Materials. The roofing materials on all Residences shall be of a quality, style and composition acceptable to the Architectural Control Committee.

Section 6.39 Solar Panels. Solar panels shall not be permitted on any Residence unless the solar panel is approved by the Architectural Control Committee. The Architectural Control Committee, in reviewing a request for a solar panel, shall consider landscaping, location, size, aesthetics, and the visibility of the solar panel.

Section 6.40 Parking of Larger Vehicles. Trucks one (1) ton or larger in size, campers, trailer, motor homes, RVs, boats, snowmobiles, jet ski or similar vehicles shall not remain on any driveway or Lot, except within a closed garage, for more than twelve (12) consecutive hours within any one hundred twenty (120) hour period.

Section 6.41 Outside Storage. There shall be no outside storage of commercial trucks, trailers, boats, inoperable vehicles, equipment, or fuel tanks.

Section 6.42 Wells. Water wells, which are approved by the Architectural Control Committee and may be used only for irrigating lawns and landscaping, may be drilled on Lots and Common Areas so long as the water from such wells will not discolor sidewalks or concrete and, in the event of such discoloration, the responsible Owner shall be liable and responsible for all clean-up costs. All wells must comply with all Applicable Laws. All well equipment, tanks, pumps and other related infrastructure shall be underground. Well heads shall not be located in front yards or side yards, and shall be properly screened and landscaped.

Section 6.43 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy therefore has been issued.

Section 6.44 Sidewalks. Owners, at their expense, shall be responsible for installing sidewalks along and within the segment of the Street adjacent to their Lot.

Section 6.45 Construction and Landscaping; Time Requirements; Divestiture; Penalties. All construction on, landscaping of, and other improvements to a Lot shall be completed strictly in accordance with a Lot development plan approved by the Committee. All landscaping specified on the landscaping plan approved by the Committee shall be installed on the Lot strictly in accordance with such approved plan within sixty (60) days following substantial completion of the Residence, unless delayed due to adverse weather conditions.

Section 6.46 Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.1 Approvals. Approvals, determinations, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, by an authorized member of the Declarant with respect to approvals to be obtained from the Declarant, by an officer of the Association with respect to approvals to be obtained from the Association and by a member of the Architectural Control Committee with respect to approvals to be obtained from the Architectural Control Committee. The Committee may, in its discretion, unilaterally promulgate written architectural and design Architectural Control guidelines (the "Guidelines") which (i) may, from time to time, be changed, or amended by the Architectural Control Committee without notice to or consent of Owners and (ii) shall be binding upon the Owners.

Section 7.2 Architectural Control Committee. An Architectural Control Committee, composed of at least three (3) members, shall exist and shall be appointed by the Declarant until the end of the Development Period. Such members shall be subject to removal by the Declarant at any time, with or without cause, until the end of the Development Period. Any vacancies from time to time shall be filled by appointment of the Declarant until the end of the Development Period.

Section 7.3 Continuation of Architectural Control Committee. After the end of the Development Period, the Board of Directors, or their designees, shall be the same members of and shall continue the actions of the Architectural Control Committee with like powers and duties.

Section 7.4 Duties of Architectural Control Committee. The Architectural Control Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to the Architectural Control Committee. The Architectural Control Committee for its permanent files shall retain one copy of submitted material. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If, however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be deemed denied.

Section 7.5 Exercise of Discretion. Declarant intends that the members of the Architectural Control Committee shall exercise discretion in the performance of their duties consistent with the provisions of this Declaration, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members of the Architectural Control Committee. In any judicial proceeding challenging a determination by the Architectural Control Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Control Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Control Committee, could only conclude that such determination constituted an abuse of discretion.

Section 7.6 Inspection. The Architectural Control Committee may inspect work being performed without the Owner's permission to verify compliance with Declaration.

Section 7.7 Liability of Architectural Control Committee, Declarant, Developer. Neither the Architectural Control Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Control Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Architectural Control Committee, Association and Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, whether the improvements result in any encroachments, the compliance of proposed plans with Applicable Laws, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections of each Lot prior to purchasing the Lot, commencing original construction on said Lot or installing any fences, landscaping, additions, remodeling or other improvements on said Lot.

Section 7.8 Common Areas Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Architectural Control Committee: (i) any landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Area, landscape maintenance access easement, landscape easement or sign easement, (ii) any entrance monument or signage identifying the Property or any section thereof and (iii) street signage.

Section 7.9 Lot Improvements. No Residence, dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping or stacking of wood) shall be constructed or placed on any Lot without the prior approval of the Architectural Control Committee. The Architectural Control Committee's determination may be obtained only after the Owner of the Lot requesting authorization from the Architectural Control Committee has made written application to the Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Control Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement, which plans shall be prepared and certified by a professional engineer. Such plans shall include plot plans showing (i) the location of the improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated and (ii) all easements, setbacks, and rights-of-way and (iii) any landscape plans required by the Architectural Control Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Architectural Control Committee may require. The exterior materials proposed to be used and the proposed landscaping shall comply with the Guidelines, unless otherwise approved by the Architectural Control Committee. All building plans and drawings required to be submitted to the Architectural Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn by a professional to a scale of 1" = 10', or to such other scale as the Architectural Control

Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that there are no encroachments onto adjacent Lots or Common Areas. If Owner has encroached on an adjacent Owner's property or in a Common Area, the encroaching Owner must, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment.

Section 7.10 Power of Disapproval. The Architectural Control Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. By way of example, only, common grounds for denial include, but are not limited to, a deficiency in or absence of the following:

- (A) The plans, and specifications, required to be submitted; and,
- (B) The consistency of the design, color scheme, and square footage of a proposed improvement with the general surroundings of the Lot or with adjacent buildings or structures.

Section 7.11 Power to Grant Variances. The Architectural Control Committee may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration, no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots, and any such variance granted shall not be considered as precedent setting.

Section 7.12 Statement of Purposes and Powers. Subject to this Declaration and the restrictions contained herein, the Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography.

ARTICLE VIII

CONTIGUOUS LOTS

Section 8.1 Rules Governing Building on Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for one, single Residence, such Owner must apply in writing to the Architectural Control Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such one, single Residence shall be treated as a single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with only one, single Residence; provided, however, that with respect to the combined Lots, the Owner of the combined Lots shall be obligated to pay Annual Assessments, One-Time Assessments, and Special Assessments for each originally platted Lot constituting the combined Lots, and such Annual Assessments, One-Time Assessments, and Special Assessments shall be a lien on the combined Lots, all per the terms and

conditions of Article XI below. In addition, the Owner must obtain all requisite and necessary permits and approvals required pursuant to Applicable Laws.

ARTICLE IX

USE AND OWNERSHIP OF COMMON AREA

Section 9.1 Ownership. A license, upon such terms, conditions, rules and regulations as the Board of Directors, shall from time to time promulgate, for the use and enjoyment of the Common Areas, is hereby granted to the Owners and their family, guests, tenants or contract purchasers. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Common Areas, which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot.

Section 9.2 Use. All Common Areas shall be used for such purposes deemed appropriate by the Declarant until the end of the Development Period and following the end of the Development Period, all Common Areas shall be used for such purposes as deemed appropriate by the Association.

Section 9.3 Non-dedication. Neither the Declarant's execution nor recording of the Plats nor the doing of any other act by the Declarant is, or is intended to become or shall be construed as, a dedication to the public of any Common Area including, without limitation, the Amenity Area.

ARTICLE X

SPRING ORCHARD HOMEOWNERS ASSOCIATION, INC.

Section 10.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the Property, (ii) the maintenance and repair of the Common Areas including, but not limited to, any and all lighting, landscaping, and sidewalks located thereon, (iii) the maintenance and repair of any and all entrance monuments, water features, Ponds, and signage, and the landscaping surrounding such entrances monuments and signage, (iv) maintenance and repair of all street signage, street lighting, and all improvements and landscaping existing in any landscape maintenance access easement and any sign landscape easement, (v) the performance of any other obligations and duties of the Association specified in this Declaration. The foregoing provisions of this Section 10.1 notwithstanding, an Owner shall be responsible and liable for any damage to any Common Areas or improvements thereon caused by such Owner or such Owner's agent, contractor, or guest, and the costs of repair or replacement necessitated by such damage shall be immediately paid by the Owner to the Association and may be assessed as a Violation Assessment and enforced per the terms of Article XI below.

Section 10.2 Board of Directors. Prior to the end of the Development Period, members of the Board of Directors shall be appointed by the Declarant, vacancies in the Board of Directors shall be filled by the Declarant, and members of the Board of Directors may be removed and replaced by the Declarant, at any time and for any reason. After the end of the Development Period, the Owners shall elect a Board of Directors as prescribed by the Association's Articles and Bylaws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association. The Board of Directors shall also select the Selected Director.

Section 10.3 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

(A) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(B) Class B. The Class B member shall be the Declarant. At all times prior to expiration of the Class B Membership, as provided below in this Section 10.3 (B), the Class B member shall have the same number of votes at any meeting in which votes are to be taken as is held collectively by all Class A members, plus one hundred (100) additional votes. The Class B Membership shall terminate and be converted to Class A Membership and the Development Period shall expire upon the happening of the earlier of the following:

(i) When the Class B member no longer owns any portion of the Property or the Additional Real Estate; or

(ii) December 31, 2050

(iii) When, in its sole discretion, the Declarant expressly specifically terminates and waives in writing its right to Class B Membership. The Declarant reserves the right to assign some of its rights and obligations under this Declaration without terminating the Development Period and without terminating or waiving its right to Class B Membership.

Section 10.4 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial member(s)"). The Initial member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 10.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract to which the Association is a party, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE XI

ASSESSMENTS

Section 11.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant or a Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (collectively the "Assessments"):

- (A) Annual Assessments (hereafter defined);
- (B) One-Time Assessment (hereafter defined);
- (C) Special Assessments (hereafter defined);
- (D) Violation Assessments (hereafter defined) levied for a violation of this Declaration; and,
- (E) The Assessments set forth in Article XII below.

Section 11.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed by the Declaration (the "Annual Budget").

Section 11.3 Annual Assessment.

(A) Amount and Due Dates. The Annual Assessment provided for herein shall be per calendar year, shall commence for each Lot on the date of closing of the sale of such Lot to an Owner other than the Declarant or a Builder. The Annual Assessment, commencing during the calendar year in which the first Lot is conveyed to an Owner other than the Declarant or a Builder, shall be three hundred eighty-five dollars (\$385.00), or the then prevailing amount of the Annual Assessment, per Lot, per year and shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. Unless pro-rated as set forth above for the first Annual Assessment due with respect to the sale of a Lot to an Owner other than the Declarant or a Builder, the due date for Annual Assessments shall be January 1st of each calendar year, and such Assessment shall be subject to collection and late charges beginning on January 31st of each calendar year.

(B) Purpose of Assessments. The Annual Assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill

the duties and obligations of the Association specified in this Declaration including, without limitation, (i) the obligation to maintain and repair all Common Areas and all improvements located therein, (ii) the establishment of a reserve for replacement, to be separately maintained in an FDIC insured account with a financial institution, to fund significant capital expenditures, maintenance, repair and replacement of all Common Areas, including, without limitation, all water features, landscaping, signs, gates if any, the Amenity Area, lighting and other improvements within the Common Areas, (iii) to pay insurance premiums for casualty insurance insuring the improvements in the Common Area, and for errors and omissions insurance pertaining to the actions of the Board of Directors and Officers of the Association and (iv) the costs of professional management to manage the Association.

(C) Method of Assessment. Prior to the end of the Development Period, the Board shall, by a vote of a majority of the Board without notice to or approval or a vote by the Members, and on the basis specified above, fix the Annual Assessment for each assessment year of the Association at an amount sufficient to meet the Annual Budget. The Board shall establish the date(s) and frequencies the Annual Assessment shall become due, and the manner in which it shall be paid. As set forth above, the initial Annual Assessment shall be three hundred eighty-five dollars (\$385.00) and the Annual Assessment may increase or decrease each year in order to satisfy the Annual Budget as determined by the Board of Directors in its sole discretion.

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

(i) After the end of the Development, and subject to subparagraph (ii) below, the Annual Budget must be approved at a meeting of the Members by a majority of the Members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Association's Articles and the Association's By-Laws. For purposes of this meeting, a Member is considered to be in attendance at the meeting if the Member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Association's Articles or the Association's By-Laws.

(ii) If the number of Members in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Association's By-Laws, the Board may adopt an Annual Budget for the Association for the ensuing year in an amount that does not exceed one hundred

ten percent (110%) of the amount of the last approved annual budget last approved by the Association.

Section 11.4 One-Time Assessment. Upon the closing of the initial conveyance of each Lot by Declarant to an Owner other than a Builder, the purchaser of such Lot and/or Residence shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount of two hundred fifty dollars (\$250.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

Section 11.5 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a Special Assessment(s) for the purpose of enforcing these covenants and restrictions, for legal expenses; for collection expenses, for the costs of undertaking other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder, for defraying; in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and for operating deficits which the Association may from time to time incur.

Section 11.6 Violation Assessment. In addition to all other Assessments authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) for a violation of this Declaration or (ii) for damages if any portion of the Common Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest, invitee, tenant or contract purchaser. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

Section 11.7 Basis for Assessment.

(A) Lots Generally. Each Lot owned by a Person other than Declarant or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(B) Lots Owned by Declarant. Neither the Declarant nor any Builder shall be required to pay any Annual Assessments or Special Assessments; provided, however, that notwithstanding anything in this Declaration to the contrary, any exemptions from any Assessments set forth in this Declaration with respect to Builders shall be inapplicable to Lots owned by a Builder and improved by an occupied Residence.

Section 11.8 Notice and Due Date. Written notice of Special Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be delivered to every

Owner subject to such assessment. The due dates for all Assessments shall be established by the Board of Directors.

Section 11.9 Assessment Liens. All Assessments, together with interest thereon, attorney's fees, and other costs of collection permitted by this Declaration to be collected; shall be a charge on the land and shall be a continuing lien, until paid in full, upon the Lot against which each Assessment is made. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due.

Section 11.10 Failure of Owner to Pay Assessments. No Owner, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Residence belonging to such Owner, may exempt himself or herself from paying Annual Assessments or Special Assessments, or from contributing toward the expenses of administration or maintenance and repair of the Common Areas, or from any other expense lawfully agreed upon. Each Owner shall be personally liable for the payment of all Annual Assessments, One-Time Assessments, Special Assessments, Violation Assessments and all other charges applicable to such Owner and such Owner's Lot. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments when due, the lien for such Assessment on the Owner's Residence may be foreclosed by the Association, as provided by law, in the same manner as mortgages are foreclosed. Upon the failure of an Owner to make payments of any Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments within ten (10) days after such are due, the Board of Directors, in its sole discretion and regardless of whether litigation is commenced, may:

- (1) impose a uniform late charge, which will be considered an addition to the Assessment, in an amount to be determined by the Board of Directors of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) require that, in addition to the delinquent Assessment and any applicable late charge, the Owner of the respective Residence also pay (i) any attorney's fees incurred incident to the collection of the delinquent Assessment and (ii) collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts;
- (4) suspend such Owner's right to use the Common Areas as provided in the Indiana Nonprofit Association Act of 1991, as amended; and
- (5) suspend an Owner's right to vote if such Owner is more than six (6) months delinquent.

In any action to foreclose the lien for any Assessments, the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to any unpaid Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments without foreclosing or waiving the lien securing the same. In any action to recover an Annual Assessment, One-Time Assessment, Special Assessment, and Violation Assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts and reasonable attorney's fees, from the Owner of the respective Residence.

Section 11.11 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of Assessments on a Lot, and showing the balance due the Association, if any.

Section 11.12 Subordination of the Lien to Mortgages. The Sale or transfer of any Lot shall not affect the lien of Assessments levied under this Article XI; provided, however, (i) that the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded, first mortgage covering such Lot and (ii) that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, while not relieving the Owner at the time the Assessment was due of personal liability therefore, shall extinguish the lien of such Assessments which became due or are attributable to the period of time prior to such sale or transfer. No such sale or transfer, however, shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XII AMENITY AREA AND AMENITIES TO BE INSTALLED BY DECLARANT

Section 12.1 Amenity Declaration. Per the Amenity Declaration, the Property and all Lots are subject in all respects to the Amenity Declaration and all of the restrictions, assessments, charges and agreements set forth therein.

Section 12.2 Amenity Declaration Assessments. In addition to the Assessments set forth above in Article XI, and per the terms of the Amenity Declaration, each Owner is responsible and liable for the "Annual Amenity Assessments", "Special Assessments", "Capital Assessments" and "Violation Assessments", as those terms are defined and specified in the Amenity Declaration.

Section 12.3 Selected Director. Per the terms of the Amenity Declaration and the Bylaws of the Amenity Association, the Board shall select, appoint, remove and replace the Selected Director.

Section 12.4 Additional Improvements. Within two (2) years after the date this Declaration is recorded with the Recorder of Hamilton County, Indiana, the Declarant shall install on the Property a "Public gathering area", as defined in the Official Zoning Ordinance. No other Amenity improvements are planned to be installed on the Real Estate. The foregoing obligations set forth in this Section 12.4 cannot be terminated or changed by an amendment to this Declaration.

Section 12.5. In the event of a conflict between the Amenity Declaration and this Declaration, the Amenity Declaration shall control and, further, notwithstanding anything herein to the contrary, this Declaration may not be amended under Article XVI below or otherwise, (i) to make the Amenity Declaration, or any of its terms, agreements, restrictions inapplicable to the Property or any part or portion thereof (ii) to in any manner revise, amend, supplement or modify the manner in which the Amenity Declaration applies to the Property or (iii) to revise this Article XII

ARTICLE XIII

BORROWING AND CONTRACTURAL LIMITS

Section 13.1 Approval of Certain Contracts; Meeting; Vote by the Members. The Board may not enter into any contract that would result in a Special Assessment or the increase in the existing Annual Assessment, payable by the affected Owner, in the amount of more than five hundred dollars (\$500.00) per year for each affected Owner unless: (1) the Board holds at least two (2) Association meetings of the members concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected members. The Board shall give notice of the first such Association meeting to each member of the Association at least ten (10) calendar days before the date the meeting occurs. The provisions in this Subsection 13.1 do not apply to a contract entered into by a Board that would resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law.

Section 13.2 Borrowing, Money, Approval by the Members. The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of:

(A) five thousand dollars (\$5,000) during any calendar year; or

(B) if the Association operated under an Annual Budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous Annual Budget of the Association;

unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this Subsection 13.2. A vote held under this Subsection 13.2 must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this Subsection 13.2 shall apply to money borrowed by the Association that is needed to: (1) resolve,

settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (2) address an emergency that affects the public health, safety, or welfare.

ARTICLE XIV

GRIEVANCE PROCEDURES

The following grievance procedure shall apply to disputes or claims other than Exempt Claims (defined below):

Section 14.1 Composition and Term of Grievance Committee. The Board shall establish a Grievance Committee consisting of three (3) persons, each of whom must be a member who is not on the Board or on the Architectural Control Committee. The term of office for each member on the Grievance Committee shall be for not more than one (1) year, and may be staggered as the Board deems appropriate. The members of the Grievance Committee shall select among themselves a chair member, who shall lead the meetings of the Grievance Committee but who shall have no greater authority than any other member on the Grievance Committee. The Board shall notify all members of the identities of the members of the Grievance Committee, including its chair.

Section 14.2 Purpose. The purpose of the Grievance Committee shall be to receive complaints and disputes, other than Exempt Claims (defined below) by and between (i) two or more members, whether arising out of a purported breach of the restrictions set forth in the Declaration in the use of a particular Lot or Lots, or otherwise; and (ii) one or more members and the Association.

Section 14.3 Meetings of the Grievance Committee. Although the Grievance Committee may meet without all members of the Grievance Committee present, it may only act if two members of the Grievance Committee are present. The Grievance Committee shall not be required to meet more than once per calendar month.

Section 14.4 Authority and Procedure. The Grievance Committee's authority shall be limited to the informal mediation of the matters that may come before it, but the Grievance Committee shall have no authority to render legally binding decisions upon those that come before it. Individuals shall submit matters to be presented to the Grievance Committee in writing to either the chair of the Grievance Committee or the President of the Board. Individual meetings of the Grievance Committee shall be conducted using Roberts Rules of Order or other procedures the Grievance Committee may adopt in writing from time to time. Minutes from the meetings of the Grievance Committee shall be delivered to the Secretary of the Board for inclusion in the records of the Association.

Section 14.5 Conflict of Interest. A member of the Grievance Committee shall have a conflict of interest if such member has a direct financial interest in the outcome of the subject grievance procedure or if such member determines, in such member's sole discretion, that he or she is biased or prejudiced with respect to the subject grievance. In the event of a conflict of

interest involving one member of the Grievance Committee, the other two members of the Grievance Committee shall act on behalf of the committee. If two or more members of the Grievance Committee have a conflict of interest, the Grievance Committee shall so notify the Board and the Board shall appoint replacements for the limited purpose of hearing that particular matter.

Section 14.6 Consultation with Manager. The Grievance Committee may consult with any outside firm or individual hired by the Association to manage the Association (the "Manager") the on any complaints and disputes except for those referenced in subsection 14.2 above, and may invite the Manager to attend or otherwise participate in the meetings of the Grievance Committee.

Section 14.7 Exempt Claims. Claims regarding any of the following (collectively the "Exempt Claims") are exempt from this Article XIV and, as such, shall not be heard by the Grievance Committee:

- (A) Claims relating to determinations by, or matters delegated by this Declaration to, the Architectural Control Committee;
- (B) The Association's Claim for Assessments and any action by the Association to collect Assessments;
- (C) Claims arising out of or pertaining to any matter made the subject of litigation pending in or concluded by a court of competent jurisdiction.

Section 14.8 Litigation. Claimants shall not, as a condition to the commencement of litigation, be required to first commence, follow or conclude the Grievance Procedures set forth in this Article XIV, and the determinations of the Grievance Committee regarding any particular claim shall not be legally binding upon the parties to such claim or prevent the parties from initiating litigation regarding such claim. If litigation regarding a claim is commenced (i) prior to the filing of a claim with the Grievance Committee or (ii) while the Grievance Committee is hearing a pending claim, then the Grievance Committee shall discontinue its process regarding such claim.

Section 14.9 Release. All members and any and all Claimants, by filing a claim with the Grievance Committee or by participating in the Grievance Procedure set forth above, hereby release the Declarant, the Association, the Board, the officers of the Association, the Grievance Committee and the members of the Grievance Committee from any and all determinations of and actions by the Grievance Committee.

ARTICLE XV

REMEDIES

Section 15.1 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 covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

Section 15.2 In General. The Association, the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these restrictions and covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, 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 terms, conditions, or restrictions contained in this Declaration.

ARTICLE XVI

EFFECT ON BECOMING AN OWNER

Section 16.1 The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restriction contained in this Declaration. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Declarant; the Architectural Control Committee, the Grievance Committee and the Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, the Architectural Control Committee, the Grievance Committee and the Association to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XVII

TITLES

Section 17.1 The titles preceding the various Sections and paragraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Declaration. 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.

ARTICLE XVIII

COMPACTION

Section 18.1 Compacted Fill Material on Lots. The Property and Lots contain fill material and, with respect to the compaction of Lots, each Owner acknowledges and agrees that:

(A) Declarant makes no warranties or representations of any kind or nature, express or implied, with respect to the actual level or depth of fill on any of the Lots;

(B) Declarant makes no warranties or representations of any kind or nature, express or implied, with respect to the condition of the Property or any of the Lots or the type, size, or structural requirements for foundations, footers, pilings, or other subsurface devices that may be necessary to support any improvements on the Property on any of the Lots;

(C) It is the sole responsibility of each Owner, at Owner's sole cost and expense, to perform, with respect to such Owner's Lot, any soil and compaction testing that may be necessary to determine the existing subsurface soil conditions in order that any improvements will be supported on adequate foundations, footers, pilings, or other structural support devices;

(D) It is the sole responsibility of each Owner, at such owner's sole cost and expense, to follow and comply with, and to cause such Owner's builder to follow and comply with the foregoing responsibilities during construction of such Owner's Residence; and

(E) Each Owner, at such Owner's sole cost and expense, shall be responsible, with respect to such Owner's Lot and Residence, for effecting any construction changes and any repairs necessary to address any compaction and/or subsurface soil conditions.

ARTICLE XIX

MISCELLANEOUS

Section 19.1 Severability. Invalidation of anyone of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 19.2 Statute of Frauds. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America.

Section 19.3 Duration. This Declaration and its covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Association, and Declarant, and shall run with the last and shall be binding on all parties and all Persons claiming under them until January 1, 2070, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed per the terms of Article XXI below.

ARTICLE XX

DECLARANT'S RIGHTS

Section 20.1 Any and all of the rights and obligations of the Declarant set forth in this Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hamilton County, Indiana.

Section 20.2 Nothing in this Declaration shall be construed or applied in a manner that limits or restricts the Declarant in the development of the Property or the construction of Residences within the Property. Therefore, notwithstanding anything in this Declaration to the contrary, the Declarant may maintain and carry out upon any portion of the Property, including any Common Area, Lot, and/or such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Property and the construction or sale of Residences including, without limitation, business offices, signs, model units, sales offices, and sales trailers.

ARTICLE XXI

AMENDMENT TO THIS DECLARATION

Section 21.1 Except as expressly prohibited in this Declaration, this Declaration may be amended or modified from time to time and at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Until the end of the Development Period, this Declaration may also be amended unilaterally, from time to time and at any time, without notice or vote, by Declarant in the Declarant's sole discretion.

Section 21.2 Prohibited Amendment. The above terms, conditions and provisions of Section 1.1 and Article IX of this Declaration (i) may be amended only by the Declarant, prior to the expiration of the Development Period and (ii) may not be amended after the expiration of the Development Period.

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

DECLARANT:

Spring Orchard, LLC, an Indiana limited liability company,

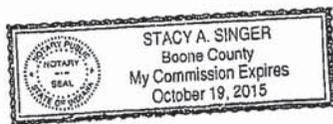
By: Platinum Properties Management Company, LLC, an Indiana limited liability company, its Manager

By: Steven R. Edwards
Steven R. Edwards
Vice President – Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, Vice President – Chief Financial Officer of Platinum Properties Management Company, LLC, an Indiana limited liability company, the Manager of Spring Orchard, LLC, the Declarant herein, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions, and Restrictions this 2nd day of DECEMBER 2013.

Stacy A. Singer
Notary Public



Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Charles D. Frankenberger.

This Instrument Prepared by: **Charles D. Frankenberger**, Nelson & Frankenberger, 3105 E. 98th Street, Suite 170, Indianapolis, IN 46280 - (317) 844-0106.

Return to Charles D. Frankenberger, NELSON & FRANKENBERGER, 3105 E. 98th Street, Suite 170, Indianapolis, IN 46280.

EXHIBIT A**Real Estate****SPRING ORCHARD, SECTION 1**

A part of the Northwest and Northeast Quarters of Section 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 34; thence South 88 degrees 59 minutes 51 seconds West 1,322.97 feet along the South line of said Quarter Section to the West line of the East Half of said Quarter Section; thence North 00 degrees 08 minutes 46 seconds West 779.47 feet along said West line; thence North 89 degrees 51 minutes 14 seconds East 55.11 feet; thence South 18 degrees 13 minutes 18 seconds East 103.09 feet; thence South 41 degrees 00 minutes 39 seconds East 68.77 feet; thence North 89 degrees 51 minutes 42 seconds East 144.49 feet; thence South 00 degrees 08 minutes 18 seconds East 18.67 feet; thence North 89 degrees 51 minutes 42 seconds East 135.00 feet; thence South 00 degrees 08 minutes 18 seconds East 12.33 feet; thence North 89 degrees 51 minutes 42 seconds East 50.00 feet; thence South 00 degrees 08 minutes 18 seconds East 16.57 feet; thence North 89 degrees 51 minutes 42 seconds East 278.39 feet; thence South 01 degrees 00 minutes 44 seconds East 270.47 feet; thence North 88 degrees 59 minutes 16 seconds East 334.31 feet; thence North 01 degrees 00 minutes 44 seconds West 119.00 feet; thence North 88 degrees 59 minutes 16 seconds East 120.00 feet; thence North 01 degrees 00 minutes 44 seconds West 6.00 feet; thence North 88 degrees 59 minutes 16 seconds East 170.00 feet; thence South 01 degrees 00 minutes 44 seconds East 305.00 feet; thence South 88 degrees 59 minutes 16 seconds West 27.37 feet; thence South 01 degrees 00 minutes 44 seconds East 120.37 feet to the South line of the Northwest Quarter Section; thence South 89 degrees 08 minutes 38 seconds West 22.64 feet along said South line to the place of beginning, containing 15.592 acres, more or less, subject to all legal highways, rights-of-way, easements, and restrictions of record.

EXHIBIT B

Additional Real Estate

A part of the Northwest and Northeast quarters of Section 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter of said Section 34; thence South 88 degrees 59 minutes 51 seconds West 1,322.97 feet to the West line of the East half of said Northwest quarter; thence North 00 degrees 08 minutes 46 seconds West 1,123.83 feet along said West line of said East half; thence North 89 degrees 51 minutes 51 seconds East 1,985.36 feet to the East line of the West half of the West half of the Northeast quarter of said Section 34; thence South 00 degrees 08 minutes 55 seconds East 1,095.49 feet along said East line to the South line of the said Northeast quarter; thence South 89 degrees 08 minutes 38 seconds West 662.64 feet along said South line to the place of beginning and containing 50.551 acres, more or less.

Excluding from above the following:

SPRING ORCHARD SECTION 1

A part of the Northwest and Northeast Quarters of Section 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 34; thence South 88 degrees 59 minutes 51 seconds West 1,322.97 feet along the South line of said Quarter Section to the West line of the East Half of said Quarter Section; thence North 00 degrees 08 minutes 46 seconds West 779.47 feet along said West line; thence North 89 degrees 51 minutes 14 seconds East 55.11 feet; thence South 18 degrees 13 minutes 18 seconds East 103.09 feet; thence South 41 degrees 00 minutes 39 seconds East 68.77 feet; thence North 89 degrees 51 minutes 42 seconds East 144.49 feet; thence South 00 degrees 08 minutes 18 seconds East 18.67 feet; thence North 89 degrees 51 minutes 42 seconds East 135.00 feet; thence South 00 degrees 08 minutes 18 seconds East 12.33 feet; thence North 89 degrees 51 minutes 42 seconds East 50.00 feet; thence South 00 degrees 08 minutes 18 seconds East 16.57 feet; thence North 89 degrees 51 minutes 42 seconds East 278.39 feet; thence South 01 degrees 00 minutes 44 seconds East 270.47 feet; thence North 88 degrees 59 minutes 16 seconds East 334.31 feet; thence North 01 degrees 00 minutes 44 seconds West 119.00 feet; thence North 88 degrees 59 minutes 16 seconds East 120.00 feet; thence North 01 degrees 00 minutes 44 seconds West 6.00 feet; thence North 88 degrees 59 minutes 16 seconds East 170.00 feet; thence South 01 degrees 00 minutes 44 seconds East 305.00 feet; thence South 88 degrees 59 minutes 16 seconds West 27.37 feet; thence South 01 degrees 00 minutes 44 seconds East 120.37 feet to the South line of the Northwest Quarter Section; thence South 89 degrees 08 minutes 38 seconds West 22.64 feet along said South line to the place of beginning, containing 15.592 acres, more or less, subject to all legal highways, rights-of-way, easements, and restrictions of record.