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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR: **SUNRISE ON THE MONON**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ("Declaration") is made this day of October 9th, 2015, by Sunrise on the Monon L.L.C., an Indiana Limited Liability Company (hereinafter referred to as the "Developer").

Recitals

Developer is the owner of the real estate described and depicted herein in Exhibit "A" attached hereto and made a part hereof (the "Real Estate").

Developer intends to subdivide the Real Estate into residential lots pursuant to that certain plat entitled "Sunrise on the Monon Hamilton County, Indiana, Secondary Plat" (hereinafter referred to as the "Plat") as hereafter approved by the City of Carmel, Board of Public Works and Safety and recorded in the office of the Recorder of Hamilton County, Indiana.

Before so subdividing the Real Estate, Developer desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of any part thereof.

This Development shall be known and designated as Sunrise on the Monon, a development in Hamilton County, Indiana (hereinafter referred to as the "Development"). All streets and alleys shown on the Plat and not heretofore dedicated are hereby dedicated to the public. All private drives shown on the Plat shall remain private.

Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and in the Plat and of collecting and disbursing the assessments and charges as herein provided.

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, each of which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

ARTICLE I
DEFINITIONS

In addition to the terms defined above, the following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

A. "Applicable Date" shall mean the date of the first meeting of the members of the Association occurring on or after the first of the following 1) Developer relinquishes its power to appoint the Association's Board of Directors or 2) Developer no longer owns any of the Lots in the Development.

B. "Architectural Control Committee" or "Committee" shall mean the Sunrise on the Monon Architectural Control Committee established pursuant to Article IV of this Declaration.

C. "Association" shall mean the Sunrise on the Monon Property Owners' Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Article IV herein and in the Association's By-Laws and Articles of Incorporation which are incorporated herein by this reference.

D. "Builder(s)" shall mean the company, partnership or individual that acquires a Lot directly from the Developer for the purpose of building a single family Dwelling on it for immediate re-sale of Lot and Dwelling together.

E. "By-Laws" shall mean the written Code of By-Laws of the Association.

F. "Common Areas" shall mean (i) all portions of the Real Estate (including improvements thereto) shown on the Plat of a part of the Real Estate which are not located on Lots and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Common areas may be located within a public right-of-way or in an easement area as shown on the Plat and include areas designed for the mutual use and enjoyment of all Lot Owners of the Development.

G. "Common Expense(s)" means (i) expense(s) of and in connection with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot except for lawn maintenance as described herein (unless located on an Easement located on a Lot to the extent the Association deems it necessary to maintain such easement), (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the Easements, including any and all storm water management fees attributed to the Common Areas of the Real Estate, the Park Field (hereinafter defined) and the Park Property Access (hereinafter defined) (iii) expenses of and in connection with the operation, maintenance, repair or continuation of a private sanitary sewer system within or upon the Real Estate, (iv) expenses of, for and in connection with, the maintenance (including without limitation, all improvements, lawn, foliage and landscaping maintenance, repair and continuation) of the Park Property Access and the Park Field and that portion of the Park Tract which is improved in conjunction with the improvement of the Park Field excluding the normal trash pickup therefrom, (v) all judgments, liens and valid claims against the Association, (vi) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Areas, (vii) all expenses incurred in the administration of the Association and (viii) expenses associated with trash pick-up within the Real Estate.

H. "Covenants" shall mean the recorded terms and conditions of this Declaration together with the Association's By-Laws, any rules and regulations adopted by the Board of Directors and the Design Guidelines for the Development. Any Covenants inconsistent with the Rules of the Park Owner (hereinafter defined) and as amended from time to time, shall be considered void as to the Park Property (hereinafter defined). The Design Guidelines do not apply to development of the Park Tract (hereinafter defined) nor improvement of the Park Field at such time, if ever, that the maintenance responsibility is transferred to the Park Owner.

I. "Developer" shall mean Sunrise on the Monon L.L.C., an Indiana limited liability company.

J. "Development" shall mean the Sunrise on the Monon Subdivision and all real estate contained therein as shown on the Plat.

K. "Dwelling" shall mean a building erected on a Lot within the Development for residential living purposes.

L. "Lot(s)" shall mean the numerically numbered parcels within the Plat designed for the exclusive use of the construction of a single-family residence thereon.

M. "Park Field" shall mean the portion of Real Estate consisting of approximately 1.978 acres (including improvements thereto pursuant to the PUD Ordinance and the Park Field plan developed by Developer and mutually agreed to by Developer and Park Owner or its designee) shown on the Plat as "Block B", "Vera J. Hinshaw Park and Park Field. The terms Vera J. Hinshaw Park and the Park Field are used herein synonymously".

N. "Park Owner" shall mean the Carmel/Clay Board of Parks and Recreation, its successors and assigns, expected to be the City of Carmel, Indiana and/or Clay Township of Hamilton County, Indiana.

O. "Park Property" shall mean 1) the "Park Field" or Vera J. Hinshaw Park, 2) the Park Property Access, 3) the portion of real estate adjacent to the western boundary line of the Real Estate and the northern boundary line of the Park Field shown on the Plat as the "Park Tract" and/or the "Vera J. Hinshaw Preserve" and 4) the Monon Greenway within the Park Field and the Park Tract.

P. "Park Property Access" shall mean the public easement from Windpump Way, a public right of way or street, by which the Developer provides to the Park Owner pedestrian and vehicular access and to the public, pedestrian access to the Park Property, identified on the Plat as the "Park Property Access Easement" or the "PPAE" , the grant of which is set forth in Article V, Section 3.

Q. "Park Tract" is the 9.754 acres of real property west and north of the SOM and as reflected on Plat as the Park Tract and/or the "Vera J. Hinshaw Preserve." The terms "Park Tract" and "Vera J. Hinshaw Preserve" are used herein synonymously.

R. Except as otherwise provided herein, "Owner(s)" shall mean the person or persons that have been deeded and hold ownership in any Lot within the Sunrise on the Monon Subdivision.

S. "Right-of-Way Enhancements" shall mean the property located between the street curb and the sidewalk along both sides of all internal City of Carmel streets in the Development and all the improvements located thereon including but not limited to grass, plants and trees.

T. "The Sunrise on the Monon Design Guidelines", attached hereto as Exhibit "B", "Design Guidelines" shall mean the set of documents established by the Developer and if after the Applicable Date, by the Association, to establish minimum standards of design, construction and maintenance, which are consistent with the level of quality and character desired for the Development and the Covenants and to assist Builders and Owners in the planning, design, maintenance, and construction of all site improvements. The Developer and the Committee reserve the right to make any amendments, repeals, or modifications to the Design Guidelines that they deem necessary or appropriate at any time and without notice, provided, however, that the Park Owner must receive prior written notice of any and all proposed Design Guideline changes or changes from requirements listed in the City of Carmel Common Council

Ordinance No. Z-598-14 (the "PUD Ordinance") that affect the Park Property and must have approved of such changes prior to implementation of any such changes that the Park Owner determines in its reasonable and sole discretion that have an impact on the Park Property. Failure to provide notice and/or secure approval, which approval shall not be unreasonably withheld, shall operate to delay the effecitve date of the change until approval is obtained. The Park Owner's failure to take any action whatsoever within ninety (90) days of receipt of notice of the proposed change shall be considered its approval thereof.

U. "Tree Preservation Area" shall mean the area which shall be shown on the Plat as Tree Preservation on the south and western borders of the Real Estate.

V. "Villages" shall mean Lots numbered Thirty-eight (38) through One Hundred Twenty-two (122), "Villages Row" shall mean Lots numbered One (1) through Twenty-three (23), "Woodlands Row" shall mean Lots numbered Twenty-four (24) through Thirty-seven (37), and "Woodlands" shall mean Lots numbered One Hundred Twenty-three (123) through One Hundred Forty-eight (148) as written per the Plat.

W. "Use and Maintenance Agreement" (the "UMA"), attached hereto as Exhibit "C" shall mean that certain agreement by which Developer and Park Owner have agreed to the use and maintenance of the Park Property. Upon Manager's transfer to Park Owner of fee simple title to the Park Field, the UMA shall be recorded and the access easement recorded as Instrument Number 2015024414 in the office of the Recorder of Hamilton County, Indiana, shall be replaced as set forth in the UMA. Prior to the fee simple title transfer of the Park Field, the access easement shall remain in full force and effect so as to provide to Park Owner, vehicular and pedestrian access to the Park Tract from Windpump Way, a public right of way or street, by virtue of the Park Property Access and the Park Field.

ARTICLE II
APPLICABILITY

All Lot Owners, their tenants, guests, invitees, and mortgagees, and any other person using or occupying a Lot or Dwelling or any other part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration, any rules and regulations adopted by the Association as herein provided, and any Park Property rules, policies or City of Carmel Ordinances applicable to the Park Property, as the same may be amended from time to time.

The Owner of any Lot or Dwelling (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any builder or any subsequent Owner of a Lot or Dwelling, or (ii) by the act of occupancy of a Dwelling, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for the Owner, the Owner's heirs, personal representatives, successors and assigns, with Developer and the Owner(s) from time to time, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III
GENERAL RESTRICTIONS, OBLIGATIONS, AND RIGHTS

Section 1. Lot Use and Maintenance.

A. All Lots in this Development are reserved solely for residential use and no building other than a single-family Dwelling and an attached or detached garage shall be erected thereon. All plans for such Dwellings are to be submitted to the Developer for approval prior to any construction.

B. Not more than one Dwelling shall be erected or used for residential purposes on any Lot in this Development. No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any Lot in this Development.

C. No Lot or any part thereof shall be leased, sublet, assigned or suffered to be used for transient occupancy.

D. No Lot in this Development, nor Common Area, nor Park Property adjacent thereto shall be used or maintained as a dumping ground for rubbish, trash, grass clippings, garbage or other waste and such rubbish or trash shall not be kept, except in sanitary containers. It shall be the duty of the Owner of each Lot to maintain the same in a good, clean and sanitary condition, to keep the grass on the Lot and adjacent right of way properly cut and keep the Lot free of weeds, trash or other debris and otherwise neat and attractive in appearance, including, without limitation, the proper and customary maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Developer or Association, the Developer or Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Association's lien on the Owner's Lot. Said cost may be collected and enforced by the Developer or Association in the manner provided in this Declaration for the collection and enforcement of assessments in general. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Developer or Association, its agents, employees and contractors, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work contemplated herein. Each Owner, by acceptance of a deed to any Lot adjacent to the Park Property, irrevocably grants to the Park Owner, its agents, employees and contractors, the right to enter upon, across and over only that portion of the adjacent Lot reasonably necessary to inspect, investigate and if necessary, effect any remedy of damage caused to, the Park Property. Any misuse of Park Property will be rectified by the Park Owner at the expense of the offending Lot Owner which shall be collected by the Developer and/or the Association. In the event that the offending Owner(s) cannot be identified within a reasonable time from the time that the Park Owner is made aware of the offending act(s), the Association shall bear all costs and expenses necessary and appropriate to remedy the offending act and payment therefore shall be made within thirty (30) days from delivery of the detailed invoice to the Developer or Association.

E. No noxious or offensive activity shall be carried on upon any Lot or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or Park Property. This includes the creation of connecting pathways into the Park Property without having secured the appropriate approvals and permits from the Park Owner to do so. Notwithstanding the foregoing, the Park Owner may decide not to grant any such approvals and/or permits for the same. Each Lot and all Common Areas shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. The Board of Directors shall promulgate and enforce such rules and regulations as it deems necessary for the common good in this regard.

F. The UMA shall together with this Declaration, govern the responsibilities of Developer and Association with regard to the Park Property. To the extent that there is a conflict, the conflict will be resolved to the benefit of the Park Owner.

Section 2. Lot Lines and Lot Dimensions. The front and side yard building setback lines are hereby established; between which line and the property lines of the street, there shall be erected or maintained no building or structure. The front and rear setback for each lot is denoted on the Plat. These set back requirements are the minimum required and the Developer may require the dwelling to be located beyond the minimum requirements for aesthetic harmony or preservation of natural features.

No Lot or combination of Lots may be further subdivided until approval therefore has been obtained from the City of Carmel Planning Commission; excepting, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by joining to such Lot a section of an adjoining Lot (thereby decreasing the size of such adjoining Lot) so long as the effect of such joining does not result in the creation of a "Lot" with less than the requirements as set forth in the City of Carmel Zoning Ordinance at the time of execution of said Declaration.

Section 3. Dwelling Dimensions. The living area, above grade, exclusive of basements, terraces, one-story open porches, and garages, per the PUD Ordinance, shall not be less than one thousand six hundred (1,600) square feet in the case of a one-story structure in the Villages, no less than one thousand eight hundred (1,800) square feet in the case of a two-story structure in the Villages, no less than one thousand eight hundred (1,800) square feet in the case of a one-story structure in the Villages Row, no less than two thousand two hundred (2,200) square feet in the case of a two-story structure in the Villages Row, no less than two thousand (2,000) square feet in the case of a one-story structure in the Woodlands Row, no less than two thousand four hundred (2,400) square feet in the case of a two-story structure in the Woodlands Row, and no less than two thousand two hundred (2,200) square feet in the case of a one-story structure in the Woodlands, no less than two thousand six hundred (2,600) square feet in the case of a two-story structure in the Woodlands.

Section 4. Dwelling Character and Appearance. All buildings shall be constructed in a substantial, good workmanlike manner and of new materials. No roll roofing of any description or character shall be used on the roof of any dwelling house or garage on any of said Lots. No vinyl or aluminum siding shall be used on the exterior of any individual facade of any home. Exterior materials shall generally be concrete siding, other masonry material, drivet, wood, wood equivalent, or other material approved by the Developer or the Committee. The Developer, or Committee prior to construction, must approve colors of all exterior materials, including but not limited to shingles, paint, and masonry.

Section 5. Garages. All homes must have a minimum of a two (2) car finished garage and said garage may not be used as a Dwelling, temporarily or permanently.

Section 6. Accessory Structures. No detached structures (exclusive of garages), mini-barns, tree houses, docks, or other out buildings shall be permitted on any Lot without the prior written consent of the Developer or Committee.

Section 7. Drives. Each Lot shall have a driveway constructed with concrete or other material approved by the Developer or the Committee.

Section 8. Swimming Pools. No aboveground swimming pools shall be permitted in the Development. No in-ground swimming pool or hard surface sports courts shall be permitted without prior written approval of Developer or Committee.

Section 9. Solar Heat Panel. No solar heat panels shall be permitted in the Development without written approval of the Developer.

Section 10. Fences. No fence shall be erected in this Development without prior written approval of the Developer or Committee. No fences shall be constructed in areas designated for storm water retention or detention nor shall fences be constructed in any Easements. No fences shall be constructed in front of the building line on any Lot without approval of the Developer or Committee. In general, all fencing must be ornamental iron, or its aluminum equivalent, wood picket, or other such style designated by the Developer or Committee and must not be higher than six (6) feet from ground level for intermittent and patio screen panels, if in front yard, then fences must be no higher than three (3) feet and if in rear yard no higher than four (4) feet from ground level. In no event will any stockade, galvanized chain link, wire or solid aluminum be permitted within the Development. No fence which obstructs sight lines for drivers in the roadway shall be placed or permitted to remain on any Lot.

Section 11. Sidewalks. Plans and specifications for this Development, on file with the City of Carmel, require the installation of five (5) foot wide concrete sidewalks within the street rights-of-way in front of all Lots as shown on the approved plans. Installation of said sidewalks shall be the obligation of the builder or Owner of any such Lot, not of the Developer, and shall be completed within thirty (30) days of home completion or within thirty-six (36) months of the purchase of the Lot, whichever occurs first. In the event the Owner has not installed the sidewalk within the time period allotted, the cost of said installation shall be the personal obligation of the Owner and a lien against any such Lot enforceable by the Carmel Planning Commission or the Developer or their successors. The Developer may, at Developer's sole discretion, install or have installed the sidewalk and bill the Owner for costs incurred in the installation of the sidewalk. If the Owner fails to reimburse Developer for the costs of the sidewalk within thirty (30) days, the Developer is hereby authorized to place a lien against said Lot. In addition, interest on those expenditures shall accrue at a rate of twelve percent (12%) per annum and Developer shall be entitled to recover in an action at law or in equity from the Owner of the Lot of which the sidewalk was installed all of the attorneys' fees and related costs and expenses it incurred pursuant to the collection of the above funds. After the Applicable Date, the Association shall also have Developer's rights under this Section 11.

Section 12. Yard, Street Trees, Mailbox, and Other Equipment. All Lot Owners in the Villages will be required, at a minimum, to install a Eight Thousand Dollars ($8,000) wholesale landscape package that has been submitted and approved by the Developer or Committee. All Lot Owners in the Villages Row and Woodlands Row will be required, at a minimum, to install a Ten Thousand Dollars ($10,000) wholesale landscape package that has been submitted and approved by the Developer or Committee. All Lot Owners in the Woodlands will be required, at a minimum, to install a Twelve Thousand Dollars ($12,000) wholesale landscape package that has been submitted and approved by the Developer or Committee. This package is to include at a minimum: irrigation system, sod or hydro-seeded grass, or equivalent. Also required is the planting of one (1) shade tree, inclusive of street trees, at least two and one half inches (2.5") in caliper diameter when planted, four (4) shrubs at least eighteen inches (18") in height when planted, and two evergreen trees at least six feet (6') in height and/or ornamental trees at least one and a half inch (1.5") in caliper diameter when planted. All trees and bushes must meet the City of Carmel Landscaping Standards. All plantings shall be maintained in an appropriate manner by the Lot Owner and any trees and bushes that die shall be replaced with the same, which shall meet the City of Carmel Landscaping Standards. Individual Lot Owners shall not intentionally remove any healthy trees from the Tree Preservation Area. If any Lot Owner(s) shall remove a tree from the Tree Preservation Area without Developer or Association consent, then the Lot Owner shall be responsible for replacing said tree with a similar species with the same caliper within a reasonable period of time. If the same caliper tree is not available, then replacement with multiple trees totaling the caliper of the removed tree shall be planted in a reasonable period of time. Notwithstanding the foregoing, Lot Owner(s) are strictly prohibited from planting, removing or otherwise impacting any and all trees and vegetation within the Park Property. Notwithstanding anything to the contrary, on Lots 1 thru 12 and 18 thru 23 as shown per Plat, each Lot is required to plant two (2) shade trees, one (1) ornamental tree and ten (10) shrubs in the rear and/or side yards.

Installation of sod or hydro-seeded grass in the right-of-way in front of each Lot (the area located between the sidewalk and street curb) shall be the obligation of the Owner of any such Lot, not of the Developer, and shall be completed within thirty (30) days of home completion or within twenty-four (24) months of the purchase of the Lot, whichever occurs first.

Lot Owner's must install or have installed at least one photocell controlled exterior light (which must meet the requirements set forth in the Lighting Standards of any City of Carmel Zoning Ordinance) and mailbox by the time the construction of the home on the Lot is complete. The Developer shall approve the design of the exterior light and shall determine the mailbox required. The Developer may require, for the purpose of uniformity and appearance that the mailbox and exterior "dusk to dawn" light be purchased from the Developer or its designee. Each Owner shall thereafter maintain such light(s) and mailbox so that they operate properly and are attractive in appearance.

In the event the Owner has not installed the street trees, lawn treatment, or mailbox within the time period allotted or of the style required by Developer, the Developer or Association shall have the right (but not the obligation) to do so with the cost of said installation being the personal obligation of the Owner and a lien against any such Lot enforceable by the Developer or Committee. If the Owner fails to reimburse Developer for the costs of the street trees, lawn treatment, or mailbox within thirty (30) days, the Developer is hereby authorized to place a lien against said Lot. In addition, interest on those expenditures shall accrue at a rate of twelve percent (12%) per annum and Developer shall be entitled to recover in an action at law or in equity from the Owner of the Lot of which the lawn treatment, street trees, and/or mailbox, were installed, all of the attorneys' fees and related costs and expenses it incurred pursuant to the collection of the above funds. After the Applicable Date, the Association shall also have Developer's rights under this Section 12 of Article I.

No clothesline or clothes poles, or any other free-standing semi-permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected or located or used on any Lot, except flagpoles which the location and type of flagpole must be approved by Developer or Committee prior to their installation. No sign of any kind shall be displayed to the public view on any Lot except one (l) professional sign of not more than one (l) square foot or one (l) licensed real estate agent sign of not more than five (5) square feet advertising the home for sale. For sale by owner signs shall not be permitted for the re-sale of lots. All signs used by a Builder and/or Realtor to advertise the Home during the construction and sales periods, all Developer signs and Park Property signage are exempt from this requirement.

No radio or television antenna on outside of roof shall be attached to any dwelling house. No free standing radio or television antenna, television receiving disk or dish shall be permitted on any Lot, with the exception of a television reception disk one (1) meter in diameter or less upon approval of the location by the Committee. No solar panels attached or detached shall be permitted without the prior written consent of the Developer or Committee. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, Common Areas and streets. No temporary basketball goals shall be permitted within the Development. All basketball goals must be installed in a permanent manner. The Developer or Committee shall approve all types and locations of basketball goals prior to their installation. All locations and types of swingsets, playsets and outdoor gym equipment must be approved by Developer or Committee prior to their installation

Section 13. Down Spouts. No down spouts shall be tied to the sub-surface drains without express written consent from Developer or Committee. Sump pump lines are to be connected to the available sub-surface drains provided for each Lot.

Section 14. Time Period to Commence and Complete Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the plans approved

by the Developer or Committee. All landscaping specified on the landscaping plan approved by the Developer or Committee shall be installed on the Lot strictly in accordance with such approved plans within thirty (30) days following substantial completion of the Dwelling unless the Developer or Committee agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or act of G-d, the Owner of any Lot which on the date of purchase from Developer is not improved with a Dwelling shall commence construction of a Dwelling upon the Lot within two (2) years from the date the owner acquired title thereto for the Woodlands and Woodlands Row and within one (1) year from the date the owner acquired title thereto for the Villages and Villages Row and shall complete construction of such Dwelling within one (1) year after the date of commencement of the building process, but in no event later than three (3) years after the date the Owner acquired title(s) to the Lot(s). If the Owner fails to commence or complete construction of a Dwelling within the time periods specified herein, or if the Owner should, without Developer's written approval, sell, contract to sell, convey, or otherwise dispose of, or attempt to sell, convey or otherwise dispose of, the Lot before completion of construction of a Dwelling on the Lot, then, in any of such events, Developer may:

(i) Re-enter the Lot and divest the Owner of title thereto by tendering to the Owner or to the Clerk of the Circuit Court of Hamilton County the lesser of (i) the same net dollar amount as was received by Developer from such Owner as consideration for the conveyance by Developer of the Lot, together with such actual costs, if any, as the Owner may prove to have been incurred in connection with the commencement of construction of a Dwelling on the Lot, and (ii) the then fair market value of the Lot, as determined by averaging two (2) appraisals made by qualified appraisers appointed by the Judge of the Hamilton County Circuit or Superior Court;

(ii) Obtain injunctive relief to force the Owner to proceed with construction of any Dwelling, a plan for which has been approved by the Developer or Committee upon application by such Owner; or

(iii) Pursue other remedies at law or in equity as may be available to Developer.

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Developer or Committee of a plan shall not relieve such Owner from his obligation to commence and complete construction of a Dwelling upon the Lot within the time periods specified herein. For the purposes of this Section 14 of Article III, construction of a Dwelling will be deemed "completed" when the exterior of the Dwelling (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway and landscaping) has been completed in conformity with the submitted plans.

Section 15. Vehicles. No boats or other watercraft, campers, recreational vehicles, trailers of any kind, buses, mobile homes, Commercial vehicles or business trucks or vans, motorcycles, minibikes, or any other vehicles of any description (other than normal passenger vehicles consisting of (i) trucks with a maximum load capacity of three-quarters (3/4) of a ton or less, (ii) vans or (iii) automobiles), shall be permitted, parked or stored anywhere within the Development; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage and the driving or using of such vehicles solely for the purpose of ingress and egress to and from the Development provided the shortest route to and from a main thoroughfare outside the Development is used. No Owners or other residents shall repair or restore any vehicle of any kind outside of the Owner's enclosed garage, or for emergency repairs outside and then only to the extent necessary to enable movement thereof to a proper repair facility. "Commercial" vehicles as described hereinabove are defined as vehicles, regardless of size, on which commercial lettering or equipment is visible or vehicles which are larger than normally used for non-commercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept within the Development. Driveway and street parking shall be limited to guests and temporary parking only. Notwithstanding anything contained herein to the contrary, vehicles

parked in the driveway shall not obstruct the sidewalk. Any vehicle in violation of the above shall be subject to being towed at the expense of the Owner thereof.

Section 16. Unacceptable Activities. No noxious, unlawful or other offensive activity shall be carried out on any Lot in this Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No noise or sounds that would violate Indiana Code and/or the noise regulations as provided in the City of Carmel Public Health and Safety Code.

Section 17. Animals. No animals, livestock or poultry of any description 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 commercial purposes and do not unreasonably disturb other Owners or residents. Owners may keep hens on the property for the purpose of fresh eggs so long as the quantity does not exceed the City of Carmel ordinance. All activities related to raising hens must be kept in the rear yard of the property and shall be maintained in an orderly appearance and not negatively impact adjacent property owners.

Section 18. Remonstration. Lot owners, upon taking title, agree to waive all rights to oppose and/or remonstrate against annexation and any future zoning changes and special permits necessary to complete any future plans by Developer for expansion of the Development whatsoever.

Section 19. Garbage and Refuse Disposal. Trash and refuse disposal for each Dwelling will be the Owner's responsibility and at their expense. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers within the lot lines of the Lots. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot or on the Park Property. No Owner or occupant of a Lot shall burn or bury any garbage or refuse nor dump the same on Park Property.

Section 20. Dedicated Streets. The streets shown on the Plat shall be for public use and if applicable dedicated to the public.

Section 21. Lakes & Ponds. With respect to any lake or pond located within the Real Estate which shall be owned by various Owners or the Association, there shall be no swimming, boating, ice skating or other recreational activities permitted thereon and no Owner shall construct or locate any dock, deck, pier or float adjacent to or upon any lake or pond within the Real Estate. Notwithstanding anything contained herein to the contrary, Owners shall be allowed to use the lakes and ponds for recreational fishing purposes, but non-homeowners shall be prohibited from using the lakes and ponds for recreational fishing purposes unless they are an invitee or guest of an Owner.

Section 22. Park Property. All Lot Owners and residents are required to respect the boundaries of the Park Property, Park Rules and Policies as well as the right of the general public to use the Park Property. Park Rules and Park policies such as the Encroachment Policy as amended from time to time, are available upon request at the Park Office at 317-848-4752 or by accessing the Park webpage at "carmelclayparks.com/about-us/rules-policies/". All reserved use of the Park Property will be managed by the Carmel Clay Department of Parks and Recreation and all maintenance responsibility except for the weekly emptying of trash receptacles, shall be borne by the Association as determined by the Developer. No Lot Owner or occupant of a Lot shall store any items whatsoever on Park Property. Any personal property found on Park Property shall be subject to removal and the cost of the removal borne by either the Owner(s) of the personal property or the Association. It shall be the Developer's responsibility to ensure that the Association promptly reimburses the Park Owner for all costs and expenses reasonably associated with enforcement of this Declaration as it applies to the requirement to respect

the Park Property and comply with the requirements and prohibitions contained herein and in the Park rules and policies. Until the Association is functional, the Developer shall bear the responsibility to reimburse the Park Owner for all costs and expenses reasonably associated with enforcement of this Declaration as it applies to the requirement to respect the Park Property and comply with the requirements and prohibitions contained herein and in the Park rules and policies. Violations of this Declaration, Park Rules and/or Park Policies with regard to the Park Property will include fines and may include criminal prosecution.

ARTICLE IV
ARCHITECTURAL CONTROLS

Section 1. The Sunrise on the Monon Architectural Control Committee. Until the Developer resigns its position as the Architectural Control Committee or until the Developer no longer owns any of the Lots in the Development, the Developer shall serve as the Architectural Control Committee. After one of the above events occurs, the members of the Architectural Control Committee ("Committee") shall be appointed by the Board of Directors of the Association. The Board of Directors may at any time after the Applicable Date remove any member of the Committee at any time upon a majority vote of the members of the Board of Directors. The Developer shall always have the sole authority to approve the original Dwelling and Landscaping on any Lot within the Development.

Section 2. Purpose. The Committee shall regulate size, type, external design, appearance, use, location and maintenance of any change or addition to the original Dwellings placed on any lands subject to these Covenants and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

All fences, walls or other construction or improvements of any kind shall not be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made without the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot has made written application to the Committee. The manner of application shall be in the form as prescribed from time to time by the Committee, and shall be accompanied by two sets of plans and specifications. Such plans shall include a plot plan showing the location of proposed improvements, specification of all exterior materials and colors and any proposed landscaping. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required as long as said design meets all other requirements of the covenants and restrictions herein, and this Article will be deemed to have been fully complied with.

Section 3. Design Guidelines. The Developer has created the Design Guidelines for the Development to establish minimum standards of design, construction and maintenance, which are consistent with these Covenants and the level of quality and character desired for the Development. The Design Guidelines have been designed to assist builders and homeowners in the planning, design, maintenance, and construction of all site improvements. The Developer and the Committee reserve the right to make any amendments, repeals, or modifications to the Design Guidelines that they deem necessary or appropriate at any time and with or without notice except as required by Article I.

Section 4. Compliance with Residential Architectural Design Standards. All Dwellings must be designed following these Design Guidelines. The Lot owner or builder must receive plan approval from the Committee prior to applying for building permits with the City of Carmel.

Section 5. Liability of the Architectural Control Committee. Neither the Committee, the Association nor any agent of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other

materials submitted to it, nor for any defects in any work done according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

Section 6. Exercise of Discretion. Developer intends that the members of the Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot/Dwelling shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the 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 Committee, could only conclude that such determination constituted an abuse of discretion.

Section 7. Inspection. The Committee or its representative may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article IV and may require any work not consistent with the approved application to be stopped and removed or appropriately modified.

ARTICLE V
OTHER RESTRICTIONS, GUIDELINES AND RIGHTS

Section 1. Sanitary Sewer, Drainage and Utility Easements. There are strips of ground as shown on the Plat marked Sanitary Sewer, Drainage, and Utility Easements both solely and in combination with other easements, which are reserved for the use of public utilities for the installation of water, sewer, and storm sewer mains, detention and retention areas, poles, ducts, lines and wires, subject at all times to the proper agencies and authorities and to the easement herein reserved. No structures of any kind are to be erected or maintained upon said strips of land, but Owners of Lots in this Development shall take their titles subject to the rights of public utilities. The Developer, Utility Companies, City of Carmel and Hamilton County authorities reserve the right to enter said easements at any time and perform work deemed necessary. These areas shall be maintained free of weeds, trash or other obstruction, and in the event the easement is a Drainage Easement, proper drainage as outlined in the development plan shall be maintained at all times by the Owner of each applicable Lot or Association as owner of the Common Areas. Within Drainage Easements there shall be located no structures which may impede proper drainage including but not limited to landscape mounds, fences, out buildings, swing sets, play equipment, docks, decks, boats, etcetera and shall be maintained with a properly cut stand of grass at all times. No change of grade shall be permitted within Drainage Easements. Notwithstanding anything to the contrary, Lots 1 through 23 contain a sixty (60) foot utility easement that restricts obstruction above or below ground including, but not limited to, buildings, engineering structures, pavement, refuse, pools and waste disposal sytsems; removal or deposit of dirt; or excavation, construction or similar activity. Lot Owners of Lots 1 through 23 shall not permit trees and shrubs greater than three (3) feet high within thirty (30) feet of any pipeline or appurtenance.

Section 2. Drainage of Storm or Other Water. In the event storm water drainage from any Lot flows across another Lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat(s).

No rain or storm water runoff or such things as roof water, street pavement or surface water caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water runoff sewer system.

Section 3. Common Areas. There are strips of ground as shown on the Plat and marked as "Blocks" and or Common Areas, which, except as otherwise noted, are reserved for the use and enjoyment of the residents of the Development. Said areas may also contain or consist of drainage, sewer, utility, and or other easements which are reserved for the use of public utilities and government authorities for the installation of water, storm water, and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. Except as provided herein and on the Plat with regard to Common Area 12, any Common Areas depicted on the recorded Plat(s) of the Development shall remain private, and neither the Developer's execution nor recording of the Plat(s) nor the doing of any other act by the Developer is, or is intended to be, a dedication to the public of the Common Areas. Ownership of any of the Common Areas shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions, as the Developer at the time of conveyance deems appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall be members thereof from time to time.

Developer shall be responsible for improving and or maintaining all Common Areas (including the required landscape plantings within them) until such time as the Common Areas are conveyed to the Association at which time the Association shall be responsible for the maintenance and repair of the Common Areas including the required landscaping plantings as presented in the Plat.

A minimum twelve foot (12') wide vehicular and pedestrian access easement that connects Windpump Way to the Park Field (Vera J. Hinshaw Park) and the Park Tract (Vera J. Hinshaw Preserve) is hereby granted in perpetuity to the Park Owner over Common Area 12 (the "Park Property Access"). Developer shall improve the Park Property Access with a multipurpose path so that park maintenance, law enforcement and other small emergency vehicles (such as cars, light pickup trucks, and light sport utility vehicles) will have vehicular access to the Park Property when needed and so that the general public may gain pedestrian access to the Park Property. Developer shall be responsible for improving and or maintaining the Park Field (and that portion of the Park Tract improved in conjunction therewith) and the Park Property Access (including the required landscape plantings within and/or along them as well as the signage that is required and agreed to with the Park Owner) until such time as the Common Areas are conveyed to the Association at which time the Association shall be responsible for the maintenance and repair of the Park Field (and that portion of the Park Tract improved in conjunction therewith) and Park Property Access including the required landscaping plantings as presented in the Plat, PUD Ordinance and/or Design Guidelines.

Section 4. Buffer, Landscape, and Pathway Easements. There are strips of ground as shown on the Plat as "Bufferyards" and "Landscape Easements" both solely and in combination with other easements. The Association shall be solely responsible for maintenance and upkeep of the plants and trees within these areas to the standards set forth in the City of Carmel's Landscape Ordinance only in the event these areas are located in Common Areas. In the event that these areas are located within a Lot, then it shall be the Lot Owner's responsibility to maintain these areas as set forth above.

Section 5. Right-of-Way Enhancements. The Association shall be solely responsible for maintenance, replacement and upkeep of the grass, plants and trees within Right-of-Way Enhancements to the standards set forth in the City of Carmel's Landscape Ordinance only in the event these areas are located adjacent to Common Areas. In the event that these areas are located adjacent to a Lot, then it shall be the Lot Owner's responsibility to maintain these areas as set forth above and as set forth in Article III, Section 12 of these covenants.

Section 6. Street Signs, Traffic Control Signs, and Street Light Fixtures. If other than the standard City of Carmel Street Signs, Traffic Control Signs, Street Light Fixtures and Park Property directional signage are installed, it shall be the Developer's responsibility to install said items and the Association's responsibility to

maintain them. All Signs and Fixtures shall meet and be maintained to all of the City of Carmel's minimum safety standards.

Section 7. Enforcement of Covenants. The Developer, Association, the Park Owner and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by the Developer, Association, the Park Owner or by any Owner to enforce any Covenant shall in no event be deemed a waiver of the right to do so thereafter. In the Park Owner's discretion, Developer and/or the Association shall enforce the Covenants for and on behalf of the Park Owner or, shall reimburse the Park Owner for its enforcement of the same.

In the event the Developer, Association, Park Owner or any Owner shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of this Declaration, covenants, limitations, easements and approvals appended to and made a part of the Plat(s) of the community, it shall be entitled to recover from the party against whom the proceeding was brought all of the reasonable attorneys' fees and related costs and expenses it incurred in such proceeding.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, any structure or part thereof erected without proper approval or maintained in violation hereof, is hereby reserved to the Developer, the Association, the Park Owner and to the Owners of the Lots in this Development and to their heirs successors, and assigns.

Section 8. Invalidation of Covenant. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9. Term of Covenants, Conditions and Restrictions. The foregoing Declaration is to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recordation of the Plat, at which time said Declaration shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then Owners of the Lots. The Developer, per the Developer's sole discretion, may amend this Declaration of Covenants, Conditions, and Restrictions for the betterment of the Development at any time prior to the Applicable Date. After the Applicable Date this Declaration may be amended by a favorable vote of the Owners of at least two-thirds (2/3) of the total number of Lots. Notwithstanding the foregoing, no amendment shall have an adverse impact on all or a portion of the Park Property Access or the Park Property and to the extent that such an amendment is added to this Declaration, it shall be void as to the portion that is adverse to all or a portion of the Park Property Access or the Park Property. In no event shall the Developer or the Association be able to change its responsibilities with regard to the Park Property and/or the Park Property Access without prior written approval by the Park Owner.

Section 10. Waiver of Rights to Remonstrate. Lot Owners, upon taking title, agree to waive all rights to oppose future zoning changes, special uses, special permits and other zoning related action pursuant to Indiana Code Section 36-7-4-918.2 necessary to complete any future plans by Developer for expansion of the Development whatsoever, including zoning classification changes of any or all of the Park Property and related text amendments to the PUD Ordinance.

Section 11. Development and Sale Period. Nothing contained in Articles I, II, III, IV & V shall be construed or interpreted to restrict the activities of the Developer and Builders in connection with the development and sale of the Development and the Construction and sale of Lots and Dwellings on said Development. The above shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Development at any time owned or leased by the Developer or Builder(s) as, at the sole discretion of the

Developer or Builders, may be reasonably required, or convenient or incidental to, the development of and sale of the Lots and Dwellings on said Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sale offices and business offices. Likewise, nothing contained in Articles I, II, III, IV & V shall be construed or interpreted to restrict the activities of the Park Owner in connection with the development of the Park Tract (Vera J. Hinshaw Preserve).

ARTICLE VI
SUNRISE ON THE MONON PROPERTY OWNERS' ASSOCIATION

There has been or will be created, under the laws of the State of Indiana, not-for-profit corporation to be known as the "SUNRISE ON THE MONON PROPERTY OWNERS' ASSOCIATION, INC."

Section 1. Membership in Association. Each Lot Owner shall automatically upon taking deed to a Lot in the Development become a member of the Association and agree to abide by these Covenants, Design Guidelines, and By-Laws of the Association and shall remain an abiding member until such time as their ownership of a Lot ceases. Membership in the Association shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot in this Development merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a member of the Association.

Section 2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

A. Class A. Class A members shall be all Owners. Each Class A member shall be entitled to one (l) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of the members upon which the Class A members are entitled to vote. When more than one (l) person constitutes the Owner of a particular Lot, all such persons shall be members of the Association, but all of such persons shall have only one (l) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (l) vote be cast with respect to any such Lot. A membership in the Association shall only be transferred by the transfer of the record title of a Lot.

B. Class B. Class B members shall be the Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the President of the Association. Each Class B member shall be entitled to five (5) votes for each Lot of which it is the Owner and five (5) votes for each individually numbered parcel of land shown upon, and identified as a Lot on, any plat(s) of the Development, or any part thereof, of which it is the Owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined in this Declaration, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate upon the Applicable Date.

C. Class C. There shall be one (1) Class C member representing the Park Owner's ownership of any or all of the Park Property, such representative commonly referred to as the Park Owner's SOM Director. The Park Owner's SOM Director shall be the Executive of the Carmel Clay Department of Parks and Recreation or his/her designee. The Class C Member shall be entitled to one (1) vote for the Park Property of which the Park Owner, the City of Carmel or Clay Township or a similar public entity is the Owner, on all matters requiring a vote of the members of the Association. As regards matters that impact the Park Property, the Class C Member shall have veto power. Notwithstanding anything contained herein to the contrary, the Park Owner reserves the right in its sole discretion, to elect to no longer retain a position on the Board of Directors of the Association after the Applicable Date. The Class C membership shall cease and terminate upon the date chosen by the Park Owner and set out in the written notice delivered from the Park Owner to the Developer and/or the Association.

Section 3. Functions and Insurance.

A. The Association shall maintain the Common Areas, the Park Field (Vera J. Hinshaw Park) and the Park Property Access, shown on the Plat including the improvements thereon and shall keep such area in a neat, clean and presentable condition at all times. In the event that development of the Park Field encroaches onto the Park Tract (Vera J. Hinshaw Preserve), the Association shall maintain that area as well.

B. Except as agreed to by the Park Owner's SOM Director or the Park Owner, the Association shall be responsible for the maintenance of street and park signs and traffic control signs to the standards set by the City of Carmel.

C. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance and such other insurance, for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage". The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if possible, contain provision that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and guest and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for repair or replacement of the property for which the insurance was carried.

D. Except as otherwise set forth herein, the Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance shall cover all the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate and the Developer. The Association shall also purchase and maintain any other insurance required by law or hereunder to be maintained, including but not limited to worker's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate including but not limited to officers' and directors' liability insurance.

E. The requirements of casualty and liability insurance coverage shall be extended to include the Park Field (Vera J. Hinshaw Park) development and that portion of the Park Tract (Vera J. Hinshaw Preserve) developed in conjunction therewith, and the Park Property Access for the benefit of the Carmel/Clay Board of Parks and Recreation, Clay Township of Hamilton County, Indiana and the City of Carmel of Hamilton County, Indiana, its officers, officials, employees and consultants which parties shall be named as additional insureds as set forth in the Use and Maintenance Agreement. Until the Park Field is donated to the Park Owner and thereafter, the Developer and/or the Association shall maintain the minimum liability insurance requirements set forth in Exhibit E of the Use and Maintenance Agreement and which may be changed as set forth in such Agreement.

F. The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

G. Owning all Common Areas when deeded to it and paying taxes and assessments levied and assessed against, and payable with respect to, the Common Areas paying any other necessary expenses and costs in connection with the Common Areas.

H. Assessment and collection from the Owners (except the Park Owner) of any Common Expenses.

Section 4. Assessments.

A. Authority to Create Lien. The Association and or Developer are hereby empowered to cause a lien to be placed against any Lot for the purposes of (1) recovering any funds due for annual assessments, special assessments, or recovering any funds expended by the Developer or the Association in maintaining any Lot in a neat and attractive condition as contemplated by Article 1, Section 1 and for the installation of sidewalks and or street trees as required within these Covenants, together with interest on those expenditures accruing at a rate of twelve percent (12%) per annum, or (2) recovering any attorneys' fees and related costs and expenses incurred by either the Developer or the Association in any proceeding initiated pursuant to the collection of the above funds or any proceeding initiated pursuant to Article 3, Section 5. No private individual Owner shall have such a right to create a lien against a neighboring Lot pursuant to the terms of this Section. No liens shall be created on any Lot or Common Area owned by the Developer. There shall be no right to create liens on the Park Property Access, the Park Field (Vera J. Hinshaw Park) or any of the Park Property.

B. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot in the Development, except the Developer, by acceptance of a deed or other conveyance therefore, whether or not it shall be expressed in such a deed, is deemed to covenant and agree to pay to the Developer or Association: (1) annual assessments or charges; (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided; and (3) assessments or charges for expenditures by the Developer or the Association in maintaining the Lot in a neat and attractive condition as contemplated by Article III, Section 1. The annual, special assessments, and maintenance assessments together with interest, costs, late fees, and reasonable attorney's fees, shall be a charge on the land until paid in full and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Hamilton County, Indiana. No charge, lien, or assessment shall ever be levied by the Association or individual Lot Owner against the Developer, the Park Owner, the Park Property Access or any of the Park Property.

C. Date of Commencement of Annual Assessment. Annual Assessments shall be set for each calendar year and due and payable in one lump sum in advance on the first day of March each year or, if so determined by the Association's Board of Directors or Developer, in such other periodic installments or due dates as may be specified by the Board of Directors or Developer. If ownership of a Lot is conveyed after the first of January, the Annual Assessment shall be paid at closing and the Annual Assessment shall be pro-rated, based on the calendar year, as of the date of closing. Without any approval or vote by the Owners, the Board of Directors shall fix the amount of the Annual Assessment in advance of the effective date of such assessment. Written notice of Annual Assessments and such other assessments as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates for all assessments. The Association shall, at any time and for a reasonable fee of up to and including Thirty Five Dollars ($35.00), furnish a certificate in writing signed by an officer of the Association stating that the assessments on a specific Lot have been paid or that certain assessments or other charges against said Lot have not been paid, as the case may be.

Annual Assessments shall not commence for any Lot until the date the Lot is first sold or conveyed by the Developer to any person or entity. Prior to such time, the Developer shall not be liable for paying any assessments to the Association. The Park Owner, its successors and assigns shall not be assessed an annual assessment on any of the Park Property including the Park Field (Vera J. Hinshaw Park) and the Park Property Access or for any reason.

D. Special Assessments. In addition to the annual operating assessment, the Board of Directors or Developer may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have an assenting vote of the majority of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notices for such meetings shall be sent and voting quorums required as set forth in the By-Laws of the Association. The Park Owner, its successors and assigns shall not be assessed a special assessment for any reason.

E. Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Annual or Special Assessments or any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Annual and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual or Special Assessments when due, the lien for such assessment on the Owner's Lot may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Annual or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

(1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment; and

(2) suspend such Owner's right to vote on Development matters as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover an Annual or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Lot.

F. Notification. Every Owner of a Lot in the Development and any person who may acquire any interest in any Lot in the Development, whether as Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted and agreed to pay the Association and Developer all charges that the Association or Developer shall make pursuant to this Article VI Section 4 of the Covenants.

Section 5. Management of Board of Directors. The business and affairs of the Association shall be governed and managed by the Board of Directors. Except as provided with regard to the Class C Member, following the Applicable Date, no person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner.

Section 6. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated or to be designated by the Developer including the Park Owner SOM Director. Notwithstanding anything to the contrary contained herein, or any other provisions of, this Declaration or these Articles, (a) the Initial Board shall hold office until the first meeting of the members of the Association occurring on or after the Applicable Date or until Developer no longer owns any of the Lots, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date determined as provided above, every such vacancy except for the Class C Member, the representative of which shall be filled by the Park Owner's SOM Director or the Park Owner itself, shall be filled by a person appointed by Developer, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot with, or by acquisition of any interest in a dwelling house by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Initial Board of Directors as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as the Initial Board of Directors determines, on all matters as to which members of the Association are entitled to vote under the Declaration, these Articles or otherwise. This appointment of the Initial Board of Directors as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a Special member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered either a member of the Association or an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of the Association).

Section 7. Additional Qualifications of Board of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single Lot or dwelling house may be represented on the Board of Directors by more than one person at a time.

Section 8. Term of Office and Vacancy of Board of Directors. Subject to the provisions of Article VI Section 6, the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date each member of the Board of Directors shall be elected for a term of two (2) years, such terms shall be staggered. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Article VI Section 6 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Article VI Section 9. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. Unless agreed to by the Park Board in writing, the term of the Park Owner's SOM Director shall not expire.

Section 9. Removal of Directors. A Director or Directors, except the members of the Initial Board and the Park Owner's SOM Director, may be removed with or without cause by vote of a two thirds (2/3) majority of the votes cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his/her successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his/her successor is duly elected and qualified.

Section 10. Duties and Powers of the Board of Directors. The duties and powers of the Board of Directors shall be set forth in the By-Laws and this Declaration.

Section 11. Limitation of Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars ($5,000.00) without obtaining the prior approval of a vote of the Owners, except that in the following cases such approval shall not be necessary:

a. Contracts for replacing or restoring portions of the Common Areas, the Park Field, that portion of the Park Tract improved in conjunction with the Park Field and the Park Property Access damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

b. General and capital maintenance on the Park Property Access, the Park Field and that portion of the Park Tract improved in conjuction with the Park Field and all improvements constructed thereon by Developer.

c. Proposed contracts and proposed expenditures expressly set forth in the annual budget as approved by the Board of Directors; and

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

Section 12. Compensation of Board of Directors. No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense and paid by the Association. The designated representative of the Park Owner as a Class C member, shall not be compensated for service on the Board of Directors.

Section 13. Non-Liability of Directors and Officers. The Directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors and officers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 14. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or Officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director or Officer the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a vote of the Owners that such Director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director or officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director or

officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advise or service unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section l5. Bond of Board of Directors. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and any other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense and paid by the Association.

Section l6. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Developer shall have, and Developer hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate, Common Areas, and improvement and maintenance of the Park Property Access and Park Field (Vera J. Hinshaw Park) and any portion of the Park Tract improved by Developer in conjunction with the Park Field, and to perform all the functions of the Corporation, until the Applicable Date, with notice to the Park Owner and/or the Park Owner's SOM Director regarding the same. Developer may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Developer or such Managing Agent shall be entitled to reasonable compensation for its services to be paid by the Association.

Section 17. Termination of the Initial Board of Directors. The Initial Board of Directors shall hold office until the first meeting of the members of the Association occurring on or after the Applicable Date. At least thirty (30) days prior to the Applicable Date, the Association shall have a meeting of the Lot Owners at which a new Board of Directors shall be elected pursuit to the guidelines of the By-Laws. In the event that a Board of Directors have not been voted in by the Association by the Applicable Date, the Developer shall hire a Professional Property Agent which shall serve as the Board of Directors until such time as the Association elects a Board of Directors. Notwithstanding the foregoing, the term of the Park Owner's SOM Director shall be unaffected by the transition from the Initial Board of Directors to the subsequent Board of Directors triggered by the Applicable Date unless the Park Owner elects to terminate its representation on the SOM Board of Directors as provided herein.

ARTICLE VII
MORTGAGES

Section 1. Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of an Owner of a Dwelling or Lot in the performance of Owner's obligations under this Declaration or any other applicable documents.

Section 2. Notice to Association. Any Mortgagee who holds a first mortgage lien on a Lot or Dwelling may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notice of a mortgage and the name and address of the Mortgagee are furnished to the Secretary, as herein provided, no notice shall be required, and a Mortgagee, that has failed to provide notice, shall not be entitled to vote on any matter to which it otherwise may be entitled

by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the Mortgage, or otherwise.

Section 3. Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become charges against the Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee holding a mortgage on any Lot or Dwelling may make the payment on behalf of the Association.

ARTICLE VIII
MISCELLANEOUS

Section 1. Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hamilton County, Indiana, or zoning commitment shall be grounds for an action by Developer, the Association, the Park Owner and any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or commitments. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions or commitments; provided, however that neither Developer, Park Owner, any Owner nor the Association shall be liable for damages of any kind to any person for failing to enforce any such covenants, conditions, restrictions or commitments.

Section 2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Developer and Park Owner, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions, restrictions or commitments enumerated in this Declaration or in a Plat of any part of the Real Estate or otherwise shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon the occurrence, recurrence or continuance of such violation or violations.

Section 3. Severability. Invalidation of any 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.

Section 4. Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the 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.

Section 5. Applicable Law. This Declaration shall be governed by the Laws of the State of Indiana.

Section 6. Access Rights. Developer hereby declares, creates and reserves an access license over and across all the Real Estate (subject to the limitations hereinafter provided in Article VIII Section 6) for the use of Developer and its representatives, agents, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this Paragraph shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement properly located on the Real Estate. The parties for whose benefit this access license is

herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

Section 7. Signs. Developer and the Park Owner shall have the right to use signs during the Development Period and shall not be subject to the Plat Covenants and Restrictions and this Declaration with respect to signs during the Development Period. The Developer shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Control Committee at any time during the Development Period.

Section 8. Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hamilton County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer or such person or entity as, per the sole discretion of Developer, may be reasonably required, convenient or incidental to the development of the Real Estate and the sale of Lots and the construction of Dwellings. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices or trailers.

[signature pages to follow; the remainder of this page has been intentionally left blank]

In Witness Whereof, Declarant has executed this Declaration of Covenants, Conditions and Restrictions for SUNRISE ON THE MONON this 9th day of October, 2015.

SUNRISE ON THE MONON L.L.C.,
an Indiana limited liability company.

By: _____, Member

Its: Member

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared SUNRISE ON THE MONON L.L.C., by Jeff Langston, its member, who acknowledged the execution of the foregoing document on behalf of SUNRISE ON THE MONON L.L.C.

Witness my hand and Notarial seal this 9th day of October, 2015.

CASEY J. SHINAVER
Notary Public-Indiana
Resident of Hamilton County
My Commission Expires Jul. 23, 2018

Casey J. Shinaver
(signed)

Casey J. Shinaver
(printed) Notary Public

Resident of Hamilton County, Indiana

My Commission Expires: July 23, 2018

This instrument prepared by Andrew S. Greenwood, Attorney at Law. Telephone: (317) 341-5909. Attorney ID #25601-49 "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. Prepared by Andrew S. Greenwood"

Exhibit "A"
LEGAL DESCRIPTION OF REAL ESTATE
Page 1 of 2

LEGAL DESCRIPTION

TRACT 1

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST LOCATED IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST RUNNING THENCE WEST 402 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 325 FEET TO AN IRON STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THIS TRACT 402 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ON AND ALONG SAID EAST LINE 325 FEET TO THE PLACE OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS, IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA.

ALSO EXCEPT THAT REAL ESTATE CONVEYED TO THE CITY OF CARMEL BY WARRANTY DEED DATED AUGUST 9, 2006, AND RECORDED JANUARY 10, 2007, AS INSTRUMENT 2007002077, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PLAT MARKED EXHIBIT "B" DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 07 MINUTES 23 SECONDS WEST (BEARING ASSUMED) 1014.06 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF A 3 ACRE EXCEPTION PARCEL DESCRIBED IN A WARRANTY DEED RECORDED AS INSTRUMENT NO. 9509566876 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 89 DEGREES 05 MINUTES 53 SECONDS WEST 70.01 FEET ALONG THE NORTH LINE OF SAID EXCEPTION PARCEL TO POINT "336" DESIGNATED ON SAID PLAT; THENCE NORTH 0 DEGREES 07 MINUTES 23 SECONDS EAST 1013.34 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER AND POINT "335" DESIGNATED ON SAID PLAT; THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS EAST 70.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 1.629 ACRES, MORE OR LESS.

ALSO EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: BEING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 09 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 953.30 FEET; THENCE SOUTH 30 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 142.48 FEET; THENCE NORTH 83 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 157.14 FEET; THENCE SOUTH 71 DEGREES 53 MINUTES 18 SECONDS WEST, A DISTANCE OF 60.17 FEET; THENCE SOUTH 57 DEGREES 27 MINUTES 23 SECONDS WEST, A DISTANCE OF 108.06 FEET; THENCE NORTH 42 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 20.66 FEET; THENCE NORTH 54 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 58.10 FEET; THENCE NORTH 70 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 84.10 FEET; THENCE SOUTH 86 DEGREES 02 MINUTES 22 SECONDS WEST, A DISTANCE 83.30 FEET; THENCE SOUTH 62 DEGREES 18 MINUTES 37 SECONDS WEST, A DISTANCE OF 89.91 FEET; THENCE SOUTH 37 DEGREES 24 MINUTES 33 SECONDS WEST, A DISTANCE OF 90.41 FEET; THENCE SOUTH 17 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 80.54 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 77.10 FEET; THENCE SOUTH 25 DEGREES 11 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 50 DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 89.13 FEET; THENCE SOUTH 71 DEGREES 25 MINUTES 32 SECONDS EAST, A DISTANCE OF 70.18 FEET; THENCE SOUTH 83 DEGREES 55 MINUTES 02 SECONDS EAST, A DISTANCE OF 30.16 FEET; THENCE SOUTH 33 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 235.13 FEET; THENCE SOUTH 06 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 129.76 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 13 SECONDS EAST, A DISTANCE OF 74.71 FEET; THENCE SOUTH 44 DEGREES 37 MINUTES 03 SECONDS EAST, A DISTANCE OF 113.47 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 39 SECONDS EAST, A DISTANCE OF 130.95 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.66 FEET; THENCE SOUTH 83 DEGREES 06 MINUTES 25 SECONDS WEST, A DISTANCE OF 485.76 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 07 MINUTES 43 SECONDS EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 1194.45 FEET TO THE PLACE OF BEGINNING. CONTAINING 9.754 ACRES OR (424,871 SQUARE FEET), MORE OR LESS.

TRACT 2

PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST; RUNNING THENCE WEST 402 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 325 FEET TO AN IRON STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THIS TRACT 402 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ON AND ALONG SAID EAST LINE 325 FEET TO THE PLACE OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS.

EXCEPT FOR THE FOLLOWING DESCRIBED REAL ESTATE: A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THE REAL ESTATE DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED EXHIBIT "B", BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 05 MINUTES 53 SECONDS WEST (BEARING ASSUMED) 70.01 FEET ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION TO POINT "337" DESIGNATED ON SAID PLAT; THENCE NORTH 0 DEGREES 07 MINUTES 23 SECONDS EAST 325.00 FEET TO THE NORTH LINE OF THE GRANTOR'S LAND AND POINT "336" DESIGNATED ON SAID PLAT; THENCE SOUTH 89 DEGREES 05 MINUTES 53 SECONDS EAST 70.01 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 07 MINUTES 23 SECONDS WEST 325.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGLNNING AND CONTAINING 0.522 ACRES, MORE OR LESS.

ALSO EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 06 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 238.18 FEET TO A 5/8 INCH DIAMETER REBAR WITH A YELLOW CAP STAMPED "WEIHE ENGR. 0012" ("REBAR") AT THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 1833.73 FEET TO A REBAR; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, A DISTANCE OF 68.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 41.95 FEET ALONG SAID CURVE HAVING A RADIUS OF 67.34 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 18 DEGREES 58 MINUTES 10 SECONDS EAST, A LENGTH OF 41.28 FEET TO A REBAR; THENCE NORTH 36 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 16.09 FEET TO A REBAR AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 146.50 FEET ALONG SAID CURVE HAVING A RADIUS OF 57.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 78 DEGREES 52 MINUTES 06 SECONDS EAST, A LENGTH OF 109.38 FEET TO REBAR AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 17.42 FEET ALONG SAID CURVE HAVING A RADIUS OF 13.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 38 MINUTES 14 SECONDS EAST, A LENGTH OF 16.15 FEET TO A REBAR; THENCE NORTH 82 DEGREES 01 MINUTE 51 SECONDS EAST, A DISTANCE OF 71.85 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY 162.55 FEET ALONG SAID CURVE HAVING A RADIUS OF 180.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 56 DEGREES 09 MINUTES 35 SECONDS EAST, A LENGTH OF 157.09 FEET TO A REBAR; THENCE NORTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 137.17 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE NORTHERLY 51.98 FEET ALONG SAID CURVE HAVING A RADIUS OF 310.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 25 DEGREES 29 MINUTES 05 SECONDS EAST, A LENGTH OF 51.92 FEET TO A REBAR AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE EASTERLY 35.17 FEET ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 71 DEGREES 03 MINUTES 26 SECONDS EAST, A LENGTH OF 30.81 FEET TO A REBAR; THENCE SOUTH 58 DEGREES 33 MINUTES 59 SECONDS EAST, A DISTANCE OF 29.23 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE EASTERLY 211.29 FEET ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 86 DEGREES 50 MINUTES 43 SECONDS EAST, A LENGTH OF 198.69 FEET; THENCE NORTH 52 DEGREES 15 MINUTES 25 SECONDS EAST, A DISTANCE OF 52.15 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHERLY 71.09 FEET ALONG SAID CURVE HAVING A RADIUS OF 125.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 68 DEGREES 32 MINUTES 56 SECONDS EAST, A LENGTH OF 70.13 FEET TO A REBAR; THENCE NORTH 84 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 6.94 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY 27.56 FEET ALONG SAID CURVE HAVING A RADIUS OF 83.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 85 DEGREES 38 MINUTES 54 SECONDS EAST, A LENGTH OF 27.43 FEET TO A REBAR; THENCE SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 83.19 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 130.65 FEET ALONG SAID CURVE HAVING A RADIUS OF 540.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 83 DEGREES 04 MINUTES 08 SECONDS EAST, A LENGTH OF 130.33

FEET TO A REBAR; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 202.58 FEET TO A REBAR AT THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY 254.00 FEET ALONG SAID CURVE HAVING A RADIUS OF 960.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 82 DEGREES 25 MINUTES 13 SECONDS EAST, A LENGTH OF 253.26 FEET TO A REBAR; THENCE SOUTH 74 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 297.34 FEET TO A REBAR; THENCE SOUTH 08 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 364.07 FEET TO THE POINT OF BEGINNING, CONTAINING 15.670 ACRES, MORE OR LESS.

Exhibit "A"
DEPICTION OF REAL ESTATE AS SHOWN BY THE PLAT THEREOF
Page 2 of 2

SUNRISE ON THE MONON, HAMILTON COUNTY, INDIANA

SECONDARY PLAT

SUNRISE ON THE MONON – DESIGN GUIDELINES

STRUCTURE AND DESIGN STANDARDS AND PROVISIONS

Homes in the Sunrise on the Monon Subdivision shall maintain a consistent architectural style, in both form and trim, throughout. The trim shall be present on all sides of the building, as appropriate. Appropriateness shall be defined as utilizing features and forms that are considered typical to the chosen architectural style, and shall be determined by Developer or Committee review. ***All building elements are subject to the most current edition of the Indiana Building Code.***

A. SITE DESIGN

1. Buildings shall be designed and sited in such a way as to maximize privacy where possible.
2. Site design shall be context-sensitive with regards to existing natural features.

B. BUILDING SCALE/MASSING

1. Building character, scale, and mass shall be similar to existing buildings. This may be accomplished through siting, setback, buffering, driveway location, height, and other elements.
2. Dwellings shall not feature long, unbroken expanses of wall. This may be accomplished by including the following features:
a. Variations in height and depth
b. Windows and door openings
c. Changes in roof line or height
d. Details and trim appropriate to the style and mass of the building
e. Use of different materials, textures, and material placement
f. Placement of landscaping materials and street furniture
g. Balconies, recessed entries, and covered porches
h. Bays and towers

3. All sides of the building shall have similar level of detail and material use.

C. WINDOWS

1. At least two windows shall be present on each façade, and each occupied level, as architecturally appropriate. One window shall be permitted on half stories.
2. All windows, on all sides of the house, shall have trim as architecturally appropriate.
3. Most Windows shall be operable, to provide for cross-ventilation.
4. All non-vinyl windows and trim must be framed in wood or aluminum-clad wood, except for fiberglass bathroom windows.
5. Vertical, rectangular double-hung or casement windows are required to be the dominant window type. These may be used in multiple sets to create larger expanses of window area.

D. ENTRYWAYS

1. Entryways shall be clearly visible and shall be the dominant feature of the front façade, or the side facade.
2. Porches designed as outdoor living must be a minimum of six feet deep for a majority of the porch width, and shall be provided where architecturally appropriate.
3. Covered porches facing the street on the first floor of the structure are required and must be a minimum of six feet deep except directly in front of the door where they may be a minimum of four feet deep.
4. Uncovered decks are not allowed in the front yard.
5. Front doors materials include fiberglass, painted steel, and wood.

E. CHIMNEYS

1. Chimneys shall extend fully to the ground, and above the eaves if a bump out chimney only, if external. Direct vent fireplaces are not required to have a chimney.
2. Chimneys shall be made of masonry or stucco material or panels, or material with a similar, durable appearance. Horizontal Siding is not a permissible material.
3. Chimneys must be capped.

F. GARAGES

1. Garages shall not be the dominant feature of the front façade.
2. If off-set or side-loading, the façade facing the street shall have at least one window.
3. If front-loading, the garage must be 15' back from the front of the house or porch.

G. FOUNDATIONS

1. If building foundations are to be exposed, they shall be finished with stone, brick, brick-form poured concrete, fieldstone, or split-face block, and shall remain unpainted.
2. Surface-applied waterproofing shall not be exposed unless it matches the concrete.

H. ROOFLINES

1. Primary Roofs shall have minimum 12" overhangs, except where there are bracketed gables, on all sides of the structure, if architecturally appropriate.
2. Dormers and gables should be used to help break long roof lines. If used, they shall have attic bands, windows, and/or decorative attic vents.
3. Vents and stacks shall be located to limit visibility.
4. Roofs may be made of dimensional shingles, standing-seam metal, slate/faux slate, or fire-protected wood shingles.
5. Solar shingles and panels are strongly encouraged; if used, they shall be placed as unobtrusively as possible while maximizing solar gain.
6. Gutters and downspouts or rain chains shall be required.
7. The primary roof slope shall not be less than 6/12 unless required architecturally.
8. Maximum Building Height: Thirty-five (35) feet to the midpoint of the cornice and the ridgeline.

I. MATERIALS

1. If more than one material or color is used, the transition between materials and/or colors shall be logical, i.e. to highlight an architectural feature. If a material such as brick or stone is used on the front façade but not the side facades, a logical transition with trim, such as quoins, shall be provided. Vinyl siding shall be prohibited.
2. All sides of the Principal and Accessory Buildings must be clad in wood, brick, stone, or fiber cement siding. Similar materials must be used on all sides of the building if architecturally appropriate.
3. Garages and other Accessory Buildings shall use exterior materials similar to the Principal Building.

J. DETAILS & TRIM

1. Architectural trim and details are encouraged on all dwellings. If such details are used, they shall be used as architecturally appropriate and shall be balanced with regards to placement and scale. Suitable elements include, but are not limited to:

- Quoins
- Pilasters
- Eaves of at least 12" in depth
- Corner boards and gable boards
- Pediments

- Lintels and sills
- Soldier coursing
- Balustrades
- Friezes, cornices, dentils, modillions, etc
- Brackets
- Buildings with clapboard or similar facades shall have all openings trimmed with wood trim at least 4" nominal width, and corners trimmed with wood at least 6" nominal width unless approved by the Architectural Review Board.

K. LANDSCAPE & LIGHTING

1. A paved walkway from the porch or front door to the front sidewalk is required.
2. The remaining Front Yard of all buildings will be maintained with a groomed landscape of low shrubs, ground cover, trees, flowers and/or grass.
3. Exterior lighting is restricted to lamps mounted on the building, and low-wattage landscape lighting.
4. Fences are not allowed forward of the Front Line of the Principal Building unless decorative in nature and approved by the Developer.
5. Dumpsters and trash receptacle must be screened from view.
6. For Lots 1-12 and 18-23, two (2) shade trees, one (1) ornamental tree and ten (10) shrubs are required on the rear and/or side yards per lot.

Exhibit "C"

See attached Use and Maintenance Agreement Agreement by and between Developer and the Carmel/Clay Board of Parks and Recreation and dated October 8, 2015

Prior Access Easement Reference:

USE AND MAINTENANCE AGREEMENT

THIS USE AND MAINTENANCE AGREEMENT (this "Agreement") is made as of the 14th day of October, 2015, (the "Effective Date") by and between **Sunrise on the Monon L.L.C.**, an Indiana limited liability company, its successors and assigns with a controlling interest in the management of the planned unit development known as the "Sunrise on the Monon Subdivision" (the "**Manager**") and **Carmel/Clay Board of Parks and Recreation**, an Indiana political subdivision (the "**Park Board**").

RECITALS

A. Manager is the current owner, developer and manager of approximately 67.905 acres of real property within a planned unit development approved by City of Carmel Common Council Ordinance No. Z-598-14 As Amended (the "PUD Ordinance") which development is commonly known as Sunrise on the Monon Subdivision and consists or will consist of, mixed residential uses and common area greenspace, a depiction of which is attached hereto as **Exhibit A**, and made a part hereof (the "SOM").

B. The Park Board is the owner of certain real estate consisting of approximately 9.754 Acres with an eastern and southern boundary adjacent and contiguous to the SOM (the "**Park Tract**"), also depicted on **Exhibit A**; and

C. The Park Board shall be conveyed by the Manager that certain parcel of land, consisting of approximately 1.978 acres adjacent and contiguous to the southern boundary of the Park Tract and the southwestern boundary of the SOM and Windpump Way, a public street, located in the City of Carmel, County of Hamilton, State of Indiana, depicted on **Exhibit A** and more particularly described in **Exhibit B**, attached hereto and made a part hereof (the "**Park Field**"); and

D. Upon conveyance of the Park Field to the Park Board, the Park Field and the Park Tract shall be merged in common ownership (collectively hereinafter referred to as the "Park Property") rendering the Access Easement recorded as Instrument No. 2015024414 (the "Access Easement") to be unnecessary for vehicular access from the Park Tract to a public road as the Park Property shall have in perpetuity, pedestrian and vehicular access to Rangeline Road from improved public roads identified on that certain plat entitled "Sunrise on the Monon, Hamilton County, Indiana, Secondary Plat" (the "Plat") recorded on _____ as Instrument No. _____,as Evenstar Boulevard and Windpump Way (the "Public Access Roads") which term as used herein shall include the 12 foot Access Easement within Common Area 12 as depicted on the Plat, defined above (the "Park Property Access Easement"); and

E. This Agreement is being entered into in connection with the conveyance of the Park Field and Park Tract in order to release the Access Easement and to identify the ongoing use and maintenance responsibilities of the parties with regard to the Park Property and the SOM.

AGREEMENT

NOW THEREFORE, in consideration of the premises, each covenant, agreement and undertaking hereinafter provided, each act to be performed hereunder, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Manager and the Park Board agree as follows:

1. **Incorporation of the Recitals**. The foregoing Recitals and definitions therein are hereby incorporated into and made a part of this Agreement.

2. **Release of Access Easement/Exception**. Manager and Park Board hereby agree that except for only those claims made and unresolved under the terms of the Access Easement Agreement and identified on **Exhibit C**, attached hereto and incorporated herein by this reference (the "Claims"), the recordation of this Agreement terminates, releases and replaces the Access Easement Agreement. Upon resolution of the Claims, the Access Easement Agreement and all representations, indemnifications and warranties contained therein shall be considered terminated and superseded by this Agreement. Notwithstanding the foregoing and for purposes of clarification, the Park Property Access Easement granted in the Declaration of Covenants, Conditions and Restrictions for Sunrise On The Monon and depicted as the "PPAE" in the Legend of, and in the language of the Deed of Dedication in and on the Plat as an improved "10 foot Multi Use Path" which will continue in perpetuity to be an improved means of pedestrian and vehicular access for the benefit of the Park Board and an improved means of pedestrian access for the benefit of the public using the Park Property.

3. **Use and Protection of Park Property.**

a. **Park Tract**:

1) **Park Board represents that**:
   a) Its contact for all day-to-day issues shall be the Executive of the Park Department, (the "Park Department Director").
   b) at such time that it chooses to improve the Park Tract, the same will be improved for use by the general public consistent with the zoning of the same. Unless otherwise agreed to in writing by the Manager and Park Board, the Park Board will not install any permanent structures within fifty feet (50) of the eastern boundary of the Park Tract (the "Eastern Boundary Buffer"). Said boundary shall be marked by signage, the content and location of which shall be mutually agreed to by the Manager and Park Board, all of which shall be accomplished in a manner approved by the Park Department Director and at the expense of Manager.
   c) at a time of its election, the Park Board will apply for a rezone of the Park Tract to a Parks Zoning Classification and a text amendment to the PUD Ordinance.
   d) Park Board and its "Park Department" will endeavor to be a good neighbor to the Manager and all future property owners within the SOM.

2) **Manager represents that**:

a) It will create a fifty (50) foot utility easement running eastward from the western boundary of the lots adjoining the Park Tract (the "SOM Contiguous Lots") such that the entire easement shall be within the SOM and shall not burden the Park Tract. The utility easement shall be constructed so that any and all normal and routine drainage from the Park Tract, the SOM and Ream Creek and/or the Ream Creek Legal Drain will travel within that fifty (50) foot easement and to the extent possible, outside of the Park Tract.

b) It has or will cause monument markers to be placed along and at the numerous points of directional change along the Park Tract boundaries as required by the City of Carmel and other applicable law and as more particularly set forth in that certain proposal by Weihe Engineers, LLC dated February 19, 2015 (the "Weihe Proposal") by the earlier of (i) six (6) months after construction commencement on the SOM as approved on the Plat or (ii) as otherwise required by conditions set by the City of Carmel and/or applicable law. The Weihe Proposal is attached hereto as **Exhibit D**.

c) the Covenants, Conditions and Restrictions (the "SOM CCR's") that shall be recorded and burden the SOM shall benefit but shall not burden the Park Tract.

d) the Park Board shall be represented perpetually on the initial and subsequent Boards of Directors of the Sunrise on the Monon Property Owners Association, Inc., (the "SOM POA") by the Park Department Director or his/her designee (the "Park Board SOM Director"). As regards any matter that the Park Department Director determines in his/her sole discretion, affects the Park Property including, but not limited to, SOM CCR's or PUD Ordinance changes, the Park Board SOM Director shall have voting rights and veto power, all as set forth in the SOM CCR's and if warranted, any documents associated with the SOM POA. Notwithstanding anything contained herein to the contrary, following the termination of the Manager's control of the SOM POA, the Park Board if it so desires at its sole discretion, may elect to no longer retain a position on the Board of Directors of the SOM POA.

e) Prior to or at the time of the sale of SOM Contiguous Lots, Manager shall provide written notice, which shall be agreed to in writing by Manager and Park Board, to purchasers thereof to respect the Park Property, together with a copy of the Park Board Encroachment Policy. With respect to any completed sales of lots that share a boundary with the Park Tract, Manager is willing to share information provided by the Park Board to Manager, anticipated to be a webpage link to Park Rules, the Encroachment Policy and related park use policies.

f) the Manager and Park Board shall coordinate the creation, design, quantity and installation of appropriate informational signage along the Park Property boundaries and within the Public Access Roads and other SOM public rights of way, consistent with Park Department recommendations and applicable governing requirements, if any.

g) the SOM CCR's shall include mutually agreeable language to provide a mechanism by which the Manager shall be responsible to enforce at no expense to the Park Board, respect for the appropriate use of the Park Tract by SOM property owners and/or residents and their respective licensees and invitees, and shall include prohibitions consistent with the Park Board's Encroachment Policy and applicable Park Rules such as cutting or constructing a path onto the Park Tract without first securing written approval from the Park Department or Park Board, removal of any vegetation, disturbance of wildlife or wildlife habitat, vandalism, dumping, building, storing, interfering with or obstructing the use of the Park Property by the general public or other disturbance therein, thereunder and thereon, violations of which will include fines and may include criminal prosecution, all collection costs of which shall be borne by the wrongdoer or the SOM POA.

h) the SOM CCR's shall include a requirement that the Park Board is to be notified prior to any modification of Development Requirements as referenced in the PUD Ordinance.

i) the connection to Orchard Park referenced in the PUD Ordinance shall not traverse or negatively impact with water drainage or otherwise, the Park Property.

j) to the extent it is required by the PUD Ordinance, Manager hereby consents to any permits or approvals whatsoever determined to be required by and/or for the Park Board's development of the Park Tract so long as said development does not encroach with any permanent structures within the Eastern Boundary Buffer as described hereinabove.

k) bufferyards required by the PUD Ordinance do not apply to the Park Tract and should the City of Carmel attempt to enforce the same, Manager shall at Park Department Director's request therefore, object and obtain an exception for the Park Tract.

l) to the extent necessary, Manager will support Park Board's applications to amend the PUD Ordinance and the zoning classification consistent with (a)(1)(c) above.

m) Manager will endeavor to be a good neighbor to the Park Tract.

n) To the extent that Manager improves the Park Tract, refer to provisions in (b)2 below.

b. **PARK FIELD**:

1. **Park Board hereby represents that**:

a) it will arrange at its sole cost and expense to empty trash receptacles on a regular basis but not normally more than one (1) time per week. Should it become necessary to empty trash receptacles more often than one (1) time per week, Manager shall at Park Board's election and receipt of written notice thereof,

increase the number of trash receptacles unless Manager and Park Board can agree on an alternative solution within not more than thirty (30) days.

b) To the extent that the Park Department provides equipment on the improved surface of the Monon Trail for the purpose of removing snow, the Park Department shall make arrangements to clear snow from the Monon Gateway Plaza on the Park Field but shall not be required to clear any interior paths within the Park Property.

c) at a time of its election, the Park Board will apply for a rezone of the Park Field to a Parks Zoning Classification and a text amendment to the PUD Ordinance.

d) After conveyance by the Manager to the Park Board the Park Department will control management of the reserved use of any structure or other space within the Park Field. Users who elect to use the Park Field for a purpose that requires a Park Department special use permit and fail to obtain it, shall be subject to removal from the Park Field premises and shall bear all cost and expenses attendant thereto. The SOM CCR's shall contain a provision similar to this subsection d.

e) it has adopted or will adopt operational rules allowing the use of alcohol similar to those governing the use of the Monon Community Center.

2. **Manager hereby represents that**:

a) it will, or has caused the Park Field, a portion of the Park Tract and the Public Access Roads to be improved consistent with the Park Field plan developed by Manager and mutually agreed to by Manager and Park Owner or its designee prior to initial development, requirements of the PUD Ordinance, the Plat and other conditions and requirements of the City of Carmel and applicable laws.

b) monument markers have or will have been properly placed around the Park Field.

c) in addition to the foregoing, the Park Field has or will have been improved in a manner consistent with the reasonable requirements of the Park Department Director or his/her designee, if any, such as the type and location of signage and the type, number and location of trash receptacles.

d) after its initial improvement of the Park Field and a portion of the Park Tract, neither Manager, the SOM POA or its successors in interest, shall not add new improvements without the prior written consent of the Park Board or its designee and meeting the requirements of increased insurance coverage which, in the Park Board's sole discretion, is commensurate with the improvements and the risk resulting therefrom to the Park Board, the City of Carmel and/or Clay Township.

e) to the extent that it has improved the Park Field and a portion of the Park Tract and the improved path within and over the Park Property Access Easement, it shall retain all responsibility to enforce design and construction warranties and to address design and/or construction defects and repairs attendant to such improvements and that the Park Board shall have no responsibility therefore.

f) to the extent that improvement of the Park Field has required the preservation and/or creation of wetland areas, mitigation areas and/or storm water maintenance facilities, it and/or its successors and assigns and not the Park Board, shall retain and bear all responsibility regarding compliance with any and all permits, approvals and/or authorizations issued by oversight agencies, including but not limited to, any and all current or future deed or easement conditions or restrictions.

g) prior to any work on or closure of all or any portion of the Park Field, Manager shall coordinate its efforts with the Park Department, except in the case of a bona fide emergency, providing the Park Department Director with not less than two (2) business days prior notice of the same.

h) except as otherwise set forth herein, maintenance on the Park Field, the portion of the Park Tract improved with the Park Field and Park Property Access Easement and improvements thereon will be performed by Manager using best conservation practices and as often as is necessary to keep the Park Field reasonably clean, sanitary, safe, neat and attractive at all times, all at Manager's sole cost and expense.

i) It shall be responsible for mowing any and all turf, trimming any and all vegetation, removing any diseased vegetation and replacing the same with healthy vegetation, repairing any damaged improvements necessitated or caused by any reason whatsoever other than by the negligent act or omission of the Park Board or a party under its direct control, all within a reasonable time from notice thereof.

j) upon receipt of notice from the Park Board that the Park Board believes further improvements to the Park Field and/or the Park Property Access Easement to be necessary for the continued effective public use thereof, for maintaining order and a safe and neat appearance, the Park Board shall have the right but not the obligation to notify Manager. If no action is taken within a reasonable time, the Park Board shall have the right but not the obligation to contract for the same at Manager's sole cost and expense or, alternatively, at shared expense with the Manager or, the Park Board's sole cost and expense upon a determination that the same is in the best interest of the Carmel Clay Community pursuant to its responsibility as the owner of the Park Field. Should the Park Board determine an emergency situation to be present and make such a finding pursuant to applicable law, the Park Board shall have the right to proceed with improvements it believes to be required as a matter of public health and safety without any notification to Manager, written or otherwise and for which Manager shall be liable to promptly reimburse the Park Board the full and reasonable cost therefor unless the Park Board determines that the responsibility of the cost for the same lies elsewhere.

k) the SOM CCR's shall include mutually agreeable language that provides a mechanism by which the Manager shall be responsible to enforce at no expense to the Park Board, respect for the appropriate use of the Park Field by residents

of the SOM and shall include prohibitions such as making non-SOM residents unwelcome by the SOM resident's noncompliance with applicable Park Rules and policies and/or SOM CCR's use and respect requirements or other disturbance or inappropriate actions therein and thereon, violations of which will include fines and may include criminal prosecution.

l) the SOM CCR's shall benefit but shall not burden, the Park Field.

m) It and its successor will maintain insurance adequate to repair or replace any and all improvements on the Park Field, that portion of the Park Tract improved in conjunction with the Park Field and the Park Property Access Easement and to protect itself and the Covered Parties (defined as below in Section 9(d)), from expenses for property damage and personal injury thereon. Accordingly, Manager and/or the SOM POA, shall maintain liability insurance at the minimum levels contained in **Exhibit E**, attached hereto and incorporated herein by this reference. The Park Board shall have the right to review and request reasonable increases to casualty insurance based on an increase in value resulting from improvements to, and liability insurance based on an increase of risk of use of, the Park Field, that portion of the Park Tract improved with the improvement of the Park Field and/or the Park Property Access Easement. Manager and/or the SOM POA shall be responsible for paying all deductible amounts for claims made under any of the policies required herein. Manager and/or SOM POA shall cause its insurer to include the Covered Parties as additional insureds on all required policies required to cover the Park Field, that portion of the Park Tract improved in conjunction with the Park Field and the Park Property Access Easement and provide to the Park Board on an annual basis, a certificate of insurance evidencing compliance with the insurance provisions of this Agreement. Manager and/or SOM POA shall provide to the Park Board thirty (30) days prior written notice of cancellation or reduction in any coverage that falls below the minimum requirements.

n) It has provided or will provide to the Park Board an as-built ALTA ACSM survey of the Park Field following completion of the improvements and prior to conveyance by the Manager to the Park Board.

o) to the extent necessary, Manager will support Park Board's applications to amend the PUD Ordinance and the zoning classification consistent with (a)(1)(c) above.

p) It will endeavor to be a good neighbor to the Park Field and Park Property Access Easement.

q) It agrees that the drainage easement and ability to install the twenty-four (24) inch storm pipe as allowed per the Utility Easement recorded as Instrument Number 2015003795 in the office of the recorder of Hamilton County, Indiana, shall terminate at the eastern property boundary of the Park Tract and will not encroach thereon.

4. **Restoration of Surface Areas and Improvements**. In connection with the Park

Board's performance of work or Construction Activities (defined in Section 5(a) below) intended to improve or repair Park Property, the Park Board may arrange to trim trees or cut, trim or remove pavement, fencing, structures, shrubs, underbrush, bushes, saplings, grass, ground cover, landscaping, or similar vegetation growth, now or hereafter existing or growing upon or extending over the Park Property from the SOM, but only to the extent reasonably necessary to enable the performance of such permitted work or activities to be performed at the time (the "Construction Improvements"). Upon the completion of any work or Construction Activities on the Park Property, the Park Board shall promptly restore any portion of the improved surface of the SOM disturbed or damaged as a result of any work, activities, act or omission of any kind in, on or about the SOM by the Park Board or any other person directly acting under the Park Board's rights to perform Construction Activities on the Park Property or restoration work on any area of the SOM, as close as practicable to the condition that existed thereon immediately prior to the commencement of such use, work or activities, including but not limited to resurfacing, repaving or otherwise adequately repairing any damaged pavement and replacing any grass, ground cover, shrubs, underbrush, bushes, saplings, small trees, landscaping, or similar vegetation growth. If the Manager, in its sole discretion, reasonably determines that any such surface area and/or Construction Improvements have not been so restored, the Manager shall give written notice thereof to the Park Board, including a description or specification of the work needed to reasonably complete the restoration, and if the Park Board shall fail to perform or cause the performance of such work within a reasonable timeframe after receipt of written notice thereof, then the Manager shall be entitled to perform such work and to recover the full and reasonable cost thereof from the Park Board.

In connection with the Manager's performance of work or Construction Activities intended to improve or repair SOM or the Park Property, Manager may arrange to trim trees or cut, trim or remove pavement, fencing, structures, shrubs, underbrush, bushes, saplings, grass, ground cover, landscaping, or similar vegetation growth, now or hereafter existing or growing upon or extending over the SOM or Park Field from the Park Tract, but only to the extent reasonably necessary to enable the performance of such permitted work or activities to be performed at the time. Upon the completion of any work or Construction Activities on the SOM or Park Property, Manager shall promptly restore any portion of the improved surface of the SOM and Park Property disturbed or damaged as a result of any work, activities, act or omission of any kind in, on or about the SOM or Park Property by Manager or any other person acting under the Manager's rights to perform Construction Activities or restoration on the SOM and/or Park Property, as close as practicable to the condition that existed thereon immediately prior to the commencement of such use, work or activities, including but not limited to resurfacing, repaving or otherwise adequately repairing any damaged pavement and replacing any grass, ground cover, shrubs, underbrush, bushes, saplings, small trees, landscaping, or similar vegetation growth. If the Park Board, in its sole discretion, reasonably determines that any such surface area and/or Construction Improvements have not been so restored, the Park Board shall give written notice thereof to the Manager, including a description or specification of the work needed to reasonably complete the restoration, and if the Manager shall fail to perform or cause the performance of such work within a reasonable timeframe after receipt of written notice thereof, then the Park Board shall be entitled to perform such work and to

recover the full and reasonable cost thereof from the Manager.

5. **Scheduling and Conduct of Work**.

a. **Park Board Work**. The Park Board shall schedule, conduct and limit installation, construction, maintenance and other work and activities for which it is responsible in, on, over and through the SOM and/or Park Property during and to such times and in such a manner as will not unreasonably interfere with the use, operation and enjoyment of the SOM and the Construction Improvements thereon. Without limiting the foregoing, in connection with the initial construction or installation of the Construction Improvements or replacement thereof following a fire, casualty or other circumstance requiring such, including but not limited to any work or activities involving clearance of trees on the Park Property or landscaping, excavation, demolition, grading, or the use or presence (whether or not continuous) of any bulldozer, crane, backhoe, scaffolding or other heavy construction vehicles or equipment on the Park Property or any part of the SOM ("**Construction Activities**"), the Park Board shall comply with, and cause its lessees, agents, employees, and contractors to comply with, the following provisions:

(i) Give written notice to the Manager not less than thirty (30) days prior to the commencement of any Construction Activities;

(ii) Schedule its Construction Activities during reasonable daytime hours and take all reasonable precautions so as not to unreasonably interfere with the use, operation and enjoyment of the SOM and the improvements thereon;

(iii) Provide to the Manager a certificate of insurance establishing that each contractor working for the Park Board will maintain the following insurance during Construction Activities when the costs of such are estimated to exceed One Hundred Fifty Thousand and no/100's Dollars ($150,000.00):

(A) Builder's Risk Insurance/Installation Floater Insurance – Course of Construction or Builder's Risk Insurance written on a completed value basis in an amount equal to the full replacement cost of the Construction Improvements at the date of completion with coverage available on the so-called non-reporting "all risk" form of policy, including coverage against collapse and water damage;

(B) Contractor's Public Liability - Comprehensive general liability insurance (including the premises and operations, contractor's protective, contractual, completed operations) with the exclusion for explosion, collapse and underground property removed, in amounts and coverage of $2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence, naming the Park Board, the Covered Parties and the Manager as additional insureds, but only with respect to Park Board 's liability arising out of its interest in the Park Property and the Public Access Roads within the SOM and with respect to the Manager's liability arising out of its interest in the SOM and Park Field, if any; and

(C) Workers' Compensation - Statutory workers' compensation coverage in the required amounts.

(D) Comprehensive Auto Liability - Bodily Injury & Property Damage, Combined Single Limit of $1,000,000/Occurrence.

b. **Manager Work**. Manager shall schedule, conduct and limit installation, construction, maintenance and other work and activities in, on, over and through the Public Access Roads, the SOM Contiguous Lots and/or Park Property during and to such times and in such a manner as will not unreasonably interfere with the use, operation and enjoyment of the Park Property and the improvements thereon. Without limiting the foregoing, in connection with the initial construction or installation of the Construction Improvements or replacement thereof following a fire, casualty or other circumstance requiring such, including but not limited to any Construction Activities involving clearance of trees on the Park Property or landscaping, excavation, demolition, grading, or the use or presence (whether or not continuous) of any bulldozer, crane, backhoe, scaffolding or other heavy construction vehicles or equipment on the Public Access Roads, the SOM Contiguous Lots and/or Park Property, Manager shall comply with, and cause its lessees, agents, employees, and contractors to comply with, the following provisions:

(i) Give written notice to the Park Board not less than thirty (30) days prior to the commencement of any Construction Activities;

(ii) Schedule its Construction Activities during reasonable daytime hours and take all reasonable precautions so as not to unreasonably interfere with the use, operation and enjoyment of the Park Property and the improvements thereon;

(iii) Provide to the Park Board a certificate of insurance establishing that each contractor working for the Manager has and will maintain the following insurance during Construction Activities:

(A) Builder's Risk Insurance/Installation Floater Insurance – Course of Construction or Builder's Risk Insurance written on a completed value basis in an amount equal to the full replacement cost of the improvements at the date of completion with coverage available on the so-called non-reporting "all risk" form of policy, including coverage against collapse and water damage;

(B) Contractor's Public Liability - Comprehensive general liability insurance (including the premises and operations, contractor's protective, contractual, completed operations) with the exclusion for explosion, collapse and underground property removed, in amounts and coverage of $2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence, naming the Park Board, Covered parties and Manager as additional insureds, but only with respect to Manager's liability arising out of its interest in the SOM and the improvements on the Park Field; and

(C) Workers' Compensation - Statutory workers' compensation coverage in the required amounts.

(D) Comprehensive Auto Liability - Bodily Injury & Property Damage, Combined Single Limit of $1,000,000/Occurrence.

6. **Mechanic's Liens**. The Parties covenant that they will take all actions necessary to prevent any mechanic's lien(s) from being filed against the Park Property and/or SOM in connection with any work performed by or for each of them. In the event any such lien against the Park Property the SOM or any part thereof is filed on account of any work done by or on behalf of one of the parties hereto, the party in receipt of the notice of lien shall give written notice thereof to the party who caused the work to be performed which is the basis of the lien. Upon receipt of such written notice, the party causing the lien to be filed will promptly take or cause such actions as are necessary to have the lien discharged of record, and shall indemnify and defend the other party against any and all claims arising in connection with such lien(s), including, but not limited to, costs and reasonable attorneys fees. Nothing contained herein shall constitute one party's authorization or consent to the creation by the other party of any lien on their respective properties or any part thereof.

7. **Taxes; Compliance with Laws**. The Park Board shall be responsible to file for a tax exemption for the Park Property and/or Park Field as soon as possible after the conveyance so as to limit taxes due on the property following the transfer to the Park Board. Manager shall pay the taxes attributable to the Park Field until the exemption applies.

The Park Board shall comply with any and all applicable laws, regulations, ordinances and other legal requirements ("**Laws**") in connection with the exercise of its rights and privileges hereunder, and shall indemnify, defend and hold harmless the Manager, its successors, assigns, and lessees, and their respective officers, directors, managers, members, employees, contractors, and agents, from any violations, infractions, administrative, judicial or enforcement actions, or other claims resulting from any failure by the Park Board, its Department, officers, employees, contractors and consultants to comply with all Laws. Manager shall comply with any and all Laws in connection with the Manager's improvement or repair of the SOM and the Park Property, and shall indemnify, defend and hold harmless the Park Board, Covered Parties, their successors, assigns, and their respective officers, directors, managers, members, employees, contractors, and agents, from any violations, infractions, administrative, judicial or enforcement actions, or other claims resulting from any failure by the Manager or its successor in interest to comply with all Laws.

8. **Environmental Covenants**.

(a) The Manager represents and warrants that, to the best of its knowledge, the SOM and Park Field are free of Hazardous Substances (as hereinafter defined) as of the date of this Agreement, except in minor quantities normally associated with the operation of the Manager's business and property and permitted by Environmental Laws (as hereinafter defined). The Park Board and the Manager each agree that, in connection with its use and respective activities in, on

or about the SOM and the Park Property, each will be responsible for compliance with any and all Environmental Laws that now or in the future apply to that party's use or respective activities conducted in, on or about the SOM and Park Property.

(b) The Manager and Park Board each agree to hold harmless and indemnify the other and the Covered Parties from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any Environmental Law, or (ii) the storage, presence, disposal, release, emission, or discharge of any Hazardous Substance in, on, about, under or from the SOM and/or Park Property arising out of or in any way related to activities conducted by the indemnifying party thereon, unless caused by the other party.

(c) As used in this Agreement, "**Environmental Laws**" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Small Business Liability Relief and Revitalization Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, any other "Superfund" or "Superlien" law, the Occupational Safety and Health Act and all other laws of the United States, the State of Indiana, and the county and municipality in which the Park Tract are located, relating to the protection of health, safety and the environment, regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition, or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, in each case, as amended, and the rules, regulations, policies, standards, guidelines, interpretations, decisions, orders, policies and directives issued thereunder or pursuant thereto as may now or at any time hereafter be in effect; and "**Hazardous Substances**" means and includes asbestos and asbestos containing materials, (i) polychlorinated biphenyls, whether or not contained in electrical transformers, fluorescent light fixtures with ballasts, cooling oils or any other device or form, (ii) flammable explosives, radon, radioactive materials, petroleum and petroleum products, hazardous wastes, special wastes, medical or biohazardous wastes, and (iii) any and all other hazardous or toxic substances or materials as defined in or regulated under any applicable Environmental Law.

(d) The indemnifications under this Section 8 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the condition of the subject property or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 8 will survive any termination of this Agreement.

9. **Indemnification and Release.**

(a) The Park Board shall indemnify, defend and hold harmless Manager, its successors, assigns, and lessee, and their respective officers, directors, managers, members, employees, contractors, and agents, from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding any and all taxes) arising directly from negligent acts or omissions of the Park Board

and those acting under the Park Board's control during the exercise of the rights and privileges of the Park Board under this Agreement, or its breach of any provision of this Agreement, except to the extent attributable to the negligent act or omission of Manager, its employees, agents, invitees, licensees, mortgagees, lessees or independent contractors.

(b) Manager shall indemnify, defend and hold harmless the Park Board, the Covered Parties, its successors, assigns, and lessee, and their respective officials, employees, contractors, and agents, from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding any property taxes) arising directly from the negligent or acts or omissions of the Manager or its employees, contractors, invitees, licensees, mortgagees, lessees or agents, or its breach of any provision of this Agreement, except to the extent attributable to the negligent act or omission of the Park Board.

(c) Notwithstanding anything to the contrary in this Agreement, the Park Board and Manager each waive any claims that each may have against the other with respect to consequential, incidental or special damages arising out of any breach of this Agreement or any tort claim or from any other cause whatsoever.

(d) Generally, any requirement to insure or indemnify the Park Board shall mean to include the City of Carmel, Hamilton County, Indiana, Clay Township of Hamilton County, and Indiana, their officials, employees, consultants and contractors (the Covered Parties").

10. **Insurance; Waiver of Subrogation**.

(a) Each party shall carry, or cause its lessee to carry, at its own cost and expense, the following insurance: (i) ISO Special Form property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of $2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence at, on, in or about the Park Property; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by the Park Board's commercial general liability insurance shall apply to the Manager as an additional insured, but only with respect to Manager's liability arising out of its interest in the SOM and the Park Property. The coverage afforded by Manager's commercial general liability insurance shall apply to the Park Board and Covered Parties as additional insureds, but only with respect to the Park Board's and/or Covered Parties' liability arising out of its interest in the SOM and the Park Property. For purposes of clarification, so long as Manager and/or the SOM POA remains responsible for the maintenance of the Park Property improvements made by either or both, Manager's and/or SOM POA insurance coverage shall be primary regardless of the reason of the claim except in the event that the claim is due to the gross negligence of the Park Board or its Department.

(b) Each party hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire, extended coverage perils, vandalism or malicious mischief, sprinkler leakage or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party agrees that it will request

its insurance carriers to include in its policies such a clause or endorsement.

11. **Notices.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to the Park Board: Carmel/Clay Board of Parks and Recreation
Attn: Director, Carmel Clay Parks and Recreation
1411 E. 116th Street
Carmel, Indiana 46032

With a copy to: Park Board President
c/o Carmel/Clay Board of Parks and Recreation
1411 E. 116th Street
Carmel, Indiana 46032

If to the Manager: Sunrise on the Monon L.L.C.
Attn: CEO, Justin W. Moffett
1132 S. Rangeline Road, Suite 200
Carmel, IN 46032

With a copy to: Andrew S. Greenwood, Esq.
1132 S. Rangeline Road, Suite 200
Carmel, IN 46032

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

12. **Assignment**. The rights, privileges and obligations of the parties under this Agreement may be alienated, transferred or assigned by either party without the other party's consent, provided that any such transaction shall be made by an instrument in recordable form referring to this Agreement under which the assignee or transferee shall expressly accept, assume and agree to be bound by all of the terms and conditions of this Agreement.

13. **Successors and Assigns**. All of the rights and obligations herein created, granted or imposed shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns, lessees, and mortgagees, as owners of title to or any interest in the Park Property or the SOM, or any part thereof, except as may be otherwise provided herein.

14. **Covenants Running With Land**. Except as otherwise provided and allowed herein, the easements and all rights, covenants, conditions, and restrictions set forth in this

Agreement are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Manager and the Park Board unless and until the rights hereunder shall have been abandoned by the Park Board or its successors or assigns or this Agreement is terminated as otherwise provided herein.

15. **Amendment and Termination**. This Agreement may be amended or terminated only by a written instrument executed by the Manager and the Park Board or by an order of competent judicial authority.

16. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future statute or judicial decision, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible while remaining legal, valid, and enforceable.

17. **Indiana Law**. The laws of the State of Indiana shall govern all aspects of this Agreement and its exhibits, including without limitation, execution, interpretation, performance, and enforcement.

18. **Headings**. The captions, headings, and arrangements used in this Agreement are for convenience only, and shall not be construed to modify or affect the terms and provisions hereof.

19. **Remedies**. In the event of a breach or threatened breach of this Agreement, each party shall be entitled to all legal and equitable rights and remedies available under this Agreement and applicable law, including but not limited to specific performance and injunctive relief.

20. **Attorneys' Fees**. If at any time this Agreement becomes the subject of any legal action or proceedings between the parties in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement, or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings, including but not limited to any and all court costs, arbitration, mediation, and other fees and costs, and all reasonable attorneys' fees, expert witness fees, and other costs.

21. **Authority**. Each undersigned person signing on behalf of any party that is a corporation, partnership, limited liability company, or other entity certifies that (a) he or she is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, bylaws, partnership agreement, or other agreement to execute and deliver this Agreement for and on behalf of said party, (b) that said party has full capacity, power, and authority to enter into and carry out its obligations under this Agreement, and (c) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal,

valid, and binding obligation of such party, enforceable in accordance with its terms.

22. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Use and Maintenance Agreement effective this 8th day of October, 2015.

"MANAGER"

SUNRISE ON THE MONON L.L.C.

By: _____

Printed Name: Jeff Langston

Title: Treasurer

"PARK BOARD"

CARMEL/CLAY BOARD OF PARKS AND RECREATION

By: _____

Printed Name: JAMES L. ENGLEDOW

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, this 8th day of October, 2015, personally appeared Jeff Langston, by me known, who acknowledged the execution of the foregoing Use and Maintenance Agreement.

Commission Expires:
July 23, 2018
County of Residence:
Hamilton

Casey J. Shinaver
Notary Public

Casey J. Shinaver
Printed

CASEY J. SHINAVER
Notary Public-Indiana
Resident of Hamilton County
My Commission Expires Jul 23, 2018

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, this 8th day of October, 2015, personally appeared James L Engledow, by me known, who acknowledged the execution of the foregoing Use and Maintenance Agreement.

Commission Expires:
July 25 2023
County of Residence:
Marion

Michelle Sanford
Notary Public

Michelle L Sanford
Printed

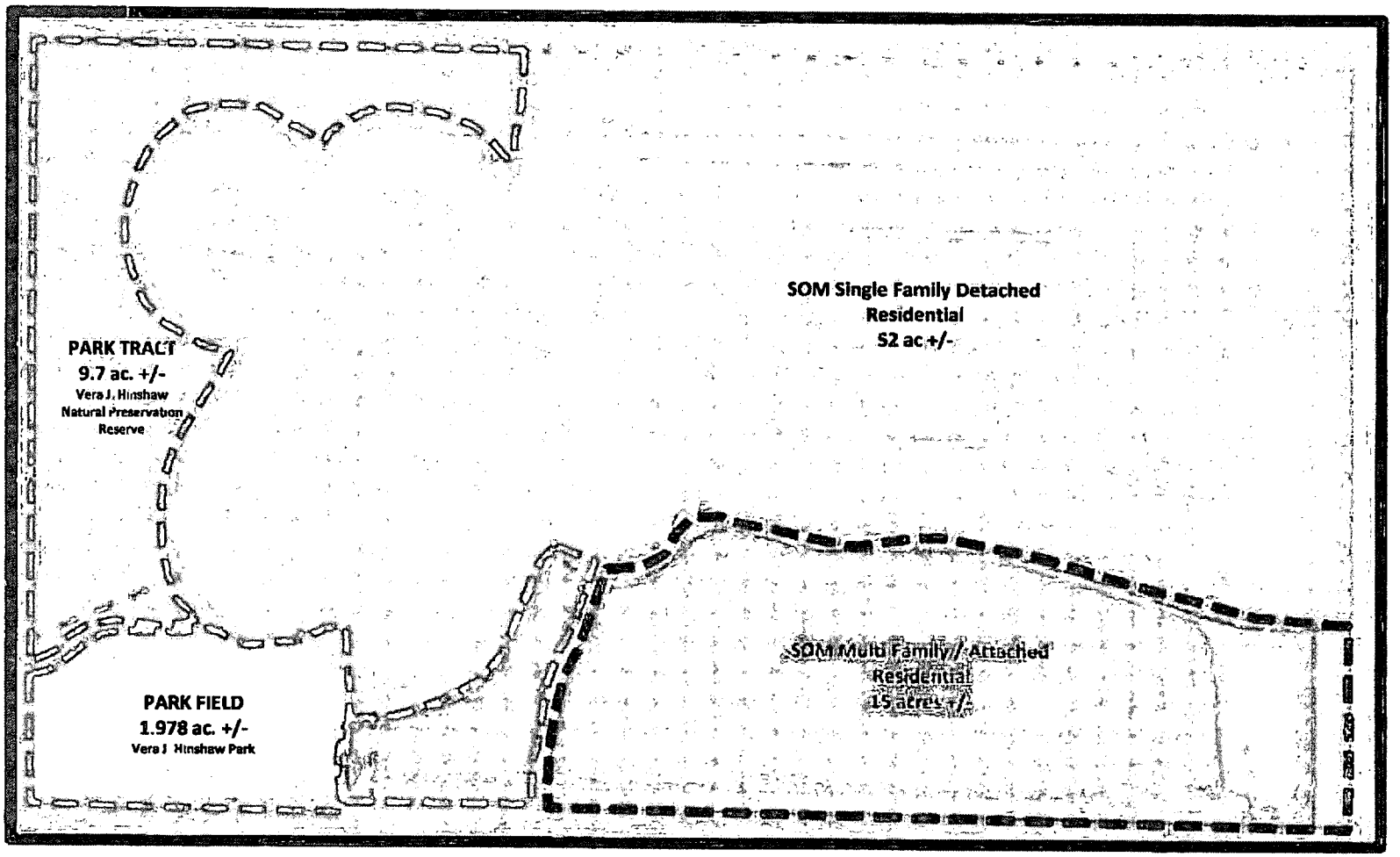
This instrument was prepared by Andrew S. Greenwood, Esq. 1132 S. Rangeline Road, Carmel, Suite 200, Carmel, IN 46032

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. Andrew S. Greenwood.

EXHIBIT A

Depiction of
The SOM, Park Tract, and Park Field

EXHIBIT A: Depiction of SOM, Park Tract and Park Field



Not for Construction – Not to Scale

SUNRISE
ON THE MONON

EXHIBIT B

Legal Description of Park Field

BEING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA described as follows:

BEGINNING at the Southwest corner of the North Half of the Southeast Quarter of said Section 12; Thence North 00 degrees 07 minutes 43 seconds East, along the West line of said North Half, a distance of 142.40 feet to the Southwest corner of a 9.754 Acre tract of land excepted by Sunrise on the Monon L.L.C., in Instrument Number 2015004680 in the Office of the Hamilton County Recorder; Thence North 83 degrees 06 minutes 25 seconds East, along the South line of said 9.754 Acre tract, a distance of 434.19 feet; Thence South 06 degrees 53 minutes 35 seconds East, a distance of 107.11 feet; Thence South 67 degrees 13 minutes 56 seconds East, a distance of 177.46 feet; Thence South 00 degrees 53 minutes 45 seconds West, a distance of 29.00 feet, to a point on the South line of said North Half; Thence North 89 degrees 06 minutes 15 seconds West, along said South line, a distance of 607.48 feet to the **PLACE OF BEGINNING.**

CONTAINING 1.978 ACRES OR (86,144 SQUARE FEET), more or less, and being subject to all legal easements, rights of way or restrictions of record or observable.

EXHIBIT C

Claims unresolved pursuant to liability and responsibility pursuant to and during the life of the Access Easement Agreement recorded at Instrument No. 2015024414
(To be replaced prior to recordation)

EXHIBIT D

Proposal by Weihe Engineers, LLC dated February 18, 2015

WEIHE
ENGINEERS

Build with confidence.

FEBRUARY 18, 2015

Carmel Clay Department of Parks and Recreation
1411 E. 116th Street
Carmel, IN 46032
Attention: Mark Westermeier, Director

RE: ALTA/ACSM LAND TITLE SURVEY FOR 9.7 ACRES AT SUNRISE GOLF COURSE, 9876 WESTFIELD BLVD, INDIANAPOLIS, INDIANA

TO DEB GRISHAM:

Thank you for the opportunity to provide a proposal to perform survey services on that parcel of real estate located in the above referenced geographical area. Following is an itemized breakdown of our services:

ALTA/ACSM Land Title Survey:
1. Research and acquisition of the record deed for the surveyed tract and adjoining parcels from the Office of the Hamilton County Recorder.
2. Original/establishment of the perimeter boundary lines of the surveyed tract and adjoining real properties. Boundary retracement will be based upon record deeds, plats, right-of-way plans, and physical evidence located in the field. This retracement is necessary in order to disclose any record gaps and/or overlaps between the perimeter lines of the surveyed tracts and adjoining real estate parcels.
3. Verification and/or location of physical evidence (i.e. fences, buildings, tree rows, etc.) on and along the perimeter boundaries of the surveyed tract.
4. Location of existing improvements (i.e. buildings, utilities, curbing, etc.).
5. Location of utilities based on above-ground evidence.
6. Verification of existing and/or setting of permanent monuments at the corners of the surveyed tract.
7. Preparation of a plat of survey (24x36 sheet typical) and accompanying surveyor's report explaining how the perimeter lines of the surveyed tract were retraced and/or reestablished and the uncertainties associated therewith.
8. Review of title commitment provided by client and graphic depiction of easements on surveyed tract.
9. Certification will be made to requested parties in the form of certification language contained in 2011 ALTA/ACSM Land Title Survey Requirements.
10. This survey will be completed in accordance with requirements contained in the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys and contain items 1- 4, 7(a)(b1), 8, 9, 11(a) and 13 of Table A thereof.

ALTA/ACSM Land Title Survey:	$2,200 (TOTAL)
SURVEY PLAT (CARMEL CLAY PARKS)	$1,050 (COST SHARE)
MONUMENTS (SUNRISE ON THE MONON LLC)	$1,150 (COST SHARE)

10505 North College Avenue | Indianapolis, IN 46280 | www.weihe.net | (317) 846-6611 | (800) 452-6408 | Fax: (317) 843-0546

Allan E. Weihe, P.E., L.S., - Founder

WEIHE
ENGINEERS

Assumptions
The above fees are based upon the following assumptions:
1. Access to the survey tracts will be made available to Weihe Engineers field personnel.
2. Client will provide title policy for surveyed tract.
3. Your attorney or legal counsel will handle preparation and presentations at public hearings, as well as publications, legal notices and related matters.
4. Additional fees will be required for changes to the Scope of Services, or changes to the drawings caused by changes in laws or regulations that take affect after acceptance of this proposal.
5. Weihe Engineers reserves the right to increase fees remaining in contract after one year from signed acceptance by 3% annually.

Exclusions
The above described fee proposal DOES NOT include the following items. We would be pleased to furnish these services, if necessary, or hire qualified consultants in specialty areas.
1. Determination of elevations
2. Preparation of subdivision covenants
3. Zoning exhibits, renderings or public hearings
4. Preparation of new easement descriptions, exhibits and/or layout
5. Public notices, certified mailings, or legal research
6. Preparation of construction plans
7. Permitting services, fees, or plan review fees.
8. Traffic counts, investigation, studies or traffic engineering services
9. Wetlands delineation and/or mitigation
10. Floodway/floodplain analyses and/or HEC studies
11. FEMA-Letter of Map Revision applications
12. Construction cost estimates
13. Reimbursable expenses (services contracted by Weihe Engineers, Inc. including, private underground utility location services, courier fees, recordation fees, reproduction of a large quantity of plans, mileage, etc.)

The survey will be complete by February 27, 2015. The above time estimate does not include down time for severe weather, national emergencies, or observance of national holidays. Should you have any questions or comments, please feel free to contact me at your convenience. We appreciate this opportunity to be of service to you and look forward to working with you on this project.

Sincerely,

Todd Borgman, PS
Project Manager, Land Surveying

WEIHE
ENGINEERS

AGREEMENT FOR SERVICES

To accept this proposal, please sign the next page and mail to Weihe Engineers, Inc. at 10505 N. College Avenue, Indianapolis, IN 46280, fax to 317-843-0546 or e-mail to borgmant@weihe.net

RE: ALTA/ACSM LAND TITLE SURVEY FOR 9.7 ACRES AT SUNRISE GOLF COURSE, 9876 WESTFIELD BLVD, INDIANAPOLIS, INDIANA

Weihe job number: W140463 (prior W130557)
Project Manager: Todd Borgman

Fee Summary

SURVEY PLAT (CARMEL CLAY PARKS)	$1,050 (COST SHARE)
MONUMENTS (SUNRISE ON THE MONON LLC)	$1,150 (COST SHARE)
ALTA/ACSM LAND TITLE SURVEY (9.7 ACRES)	$2,200 (TOTAL)

TERMS & CONDITIONS

Finance Charges. Payment from the Client will be due upon delivery of Weihe's work product to client. Any amounts not so paid will be assessed a finance charge of 1.5% per month (18% per year). We reserve the right to stop work if account balances become 60 days overdue. Invoices not paid within 120 days will be referred for collection and you will be responsible for all expenses incurred by us in the collection, including attorney fees.

Limited Liability. Weihe Engineers, Inc. shall have the first and primary right to remedy any errors, omissions or defective workmanship. Weihe Engineers, Inc. shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that the maximum liability of Weihe Engineers, Inc. is the amount of payments made by Client to Weihe Engineers, Inc., less expenses paid by Weihe Engineers, Inc. to subcontractors or to third parties. Weihe Engineers, Inc. is not responsible for errors resulting from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against Weihe Engineers, Inc. or its subcontractors later than one year after completion of services.

Use of Documents. All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by Weihe Engineers, Inc. pursuant to this Agreement are instruments of service in respect to this project, and Weihe Engineers, Inc. shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this project, on any other project, or for completions of this project should this Agreement be terminated, nor may such documents be so reused without the express written consent of Weihe Engineers, Inc. Any reuse or modification of such documents without the consent of Weihe Engineers, Inc. will be at Client's sole risk and without liability to Weihe Engineers, Inc., and Client shall indemnify and hold Weihe Engineers, Inc. harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

Governing Law; Choice of Forum. The laws of the State of Indiana shall govern as to all questions arising under this Agreement for services. The parties agree the courts with jurisdiction in Hamilton County, Indiana shall be the proper venue for any suit brought under this Agreement.

Termination. This Agreement may be terminated by either party upon **[5]** days written notice. The Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.

WEIHE
ENGINEERS

Approved and Accepted by:

_____ _____
Date

Personal Guarantee. The undersigned guarantees the prompt payment when due or whenever payment may become due under the terms of this Agreement of all payments and all other charges, expenses and costs of every kind and nature, which are or may be due now or in the future under the terms of this Agreement and the complete and timely performance, satisfaction and observation of the terms and conditions of this Agreement required to be performed, satisfied or observed by the Client.

_____ _____
Printed Name_____ Date

Billing Information:

Bill To: _____ Company Name
_____ Contact Person
_____ Street Address or P.O. Box
_____ City, State, Zip
_____ Contact Phone #
_____ Contact Fax #
_____ Contact Email

Guarantor Information:

_____ Street Address or P.O. Box
_____ City, State, Zip
_____ Contact Phone #
_____ Contact Fax #
_____ Contact Email

EXHIBIT E

Manager's Minimum Insurance Requirements on the Park Property Access Easement, the Park Field and that portion of the Park Tract improved in conjunction with the improvement of the Park Field.

Workers Compensation & Disability:	Statutory Limits	
Employer's Liability:	Each Accident:	$500,000
	Disease – Policy Limit	$500,000
	Disease – Each Employee	$500,000

To include coverage for all employees, leased employees or Independent contractors.

Commercial General Liability:

Bodily Injury & Property Damage	$1,000,000 each occurrence
	$2,000,000 General Aggregate

To include: Premises, Product/Completed Operations Liability, Personal Injury Liability and Independent Contractor Liability.

Auto Liability:

Bodily Injury & Property Damage $1,000,000 each occurrence;
To include: All owned/leased Autos and Hired/Non Owned Autos endorsement with same limit of liability

Commercial Umbrella/Excess Liability:

Each Occurrence	$3,000,000
Policy Period Aggregate	$3,000,000
Retention	none

SPECIAL NOTES:

Additional Named Insured on ALL policies except Workers Compensation:

(1) City of Carmel of Clay Township, Hamilton County, Indiana;
(2) Carmel Clay Board of Parks &Recreation
(3) Clay Township of Hamilton County, Indiana;

Insurers subject to Acceptability of Carmel/Clay Board of Parks and Recreation:

- **Minimum AM Best Rating of A-, VIII**

The Indemnification Provisions contained in the Contract apply regardless of minimum Insurance requirements.

2019031569 DECL $25.00
07/18/2019 12:32:44PM 11 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented
JEW

Cross-Reference: The Declaration of Covenants, Conditions and Restrictions for Sunrise on the Monon recorded with the Recorder of Hamilton County, Indiana, on the 9th day of October, 2015 as Instrument Number 2015053080.

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNRISE ON THE MONON

This Amendment (the "**First Amendment**") is to the Declaration of Covenants, Conditions and Restrictions for Sunrise on the Monon;

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sunrise on the Monon was recorded with the Recorder of Hamilton County, Indiana, on the on the 9th day of October, 2015 as Instrument Number 2015053080 (the "**Declaration**");

WHEREAS, unless otherwise defined in this First Amendment, all capitalized terms in this First Amendment shall have the same meaning as set forth in the Declaration;

WHEREAS, the Secondary Plat for Sunrise on the Monon was recorded with the Recorder of Hamilton County, Indiana on the 9th day of October, 2015 as Instrument Number 2015053081 (the "**Plat**"); and

WHEREAS, the Developer is desirous of amending the Declaration to (i) allow for the Developer to grant easements for the Real Estate which also provide for the sharing of costs of maintaining part of the Real Estate, (ii) amend the definition of Common Areas and (iii) further define and clarify the intent of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as set forth in this First Amendment:

1. **Preambles and Recitations**. The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.

2. **Article I, Definitions**. The Declaration is hereby amended and supplemented to include as an addition to Article I the following definitions:

> "Annual Assessment" shall mean and refer to that as established and set forth in Article VI, Section 4.A. below.
>
> "Apartment" shall mean a building erected on a Block within the Development for residential living purposes.
>
> "Apartment Common Area" shall mean and refer to the real estate legally described in Exhibit 1 attached hereto and incorporated herein by reference.

"Apartment Owner" shall mean and refer to the holder of legal title to the real estate designated on the Plat as a Block A, as amended.

"Apartment Property" shall mean and refer to the real estate designated as Block A on the Plat, as amended.

"Apartment Site" shall mean and refer to the real estate consisting of the Apartment Property, less the Apartment Common Area.

"Block" shall mean and refer to any parcel of real estate designated on the Plat as a Block, such as Block A and Block B, as further described on the Plat.

"Easement" shall mean and refer to any and all easements of any type referred to in this Declaration, the Plat, or signed and agreed to by Developer or Association via a separate document recorded in the Office of the Recorder of Hamilton County, Indiana which pertain to any real estate within the Development.

"Owner" means and refers to the record Owner, as specified with the Recorder of Hamilton County, Indiana, whether one or more Persons, of the fee simple title to any Block or Lot, on which a Dwelling exists or that has been developed for the construction of a Dwelling, but does not include (i) those having an interest merely as security for the performance of an obligation, (ii) the Developer prior to the Applicable Date or (iii) the Park Owner.

"Person" means and refers to an individual, corporation, governmental agency, business trust, estate trust, partnership, association, limited liability company or two or more Persons having a joint or common interest, or any other legal entity.

"Special Assessment" shall mean and refer to that as established and set forth in Article VI, Section 4.E. below.

"Tenant" shall mean and refer to a resident of the Apartment Property.

3. **Article I, Definitions.** The first full sentence of the definition of Common Areas in Article I of the Declaration is hereby deleted, replaced, and superseded by the following:

"Common Areas" shall mean (i) all portions of the Real Estate (including improvements thereto) shown on the Plat of a part of the Real Estate which are not located on Lots and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time; provided, however, that (i) the Apartment Site shall not be considered Common Areas for purposes of this

Declaration and (ii) the Apartment Common Area shall be considered Common Areas for purposes of this Declaration."

4. **Article I, Definitions.** The definition of Common Expenses in Article I of the Declaration is hereby deleted, replaced, and superseded by the following:

"Common Expense(s)" means (i) expense(s) of and in connection with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located in Common Areas except for lawn maintenance as described herein (unless located on an Easement located on a Lot or anywhere in the Development to the extent the Developer or Association deems it necessary to maintain such Easement), (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the Easements, including any and all storm water management fees attributed to the Common Areas of the Real Estate, the Park Field (hereinafter defined) and the Park Property Access (hereinafter defined) (iii) expenses of and in connection with the operation, maintenance, repair or continuation of a private sanitary sewer system within or upon the Real Estate, (iv) expenses of, for and in connection with, the maintenance (including without limitation, all improvements, lawn, foliage and landscaping maintenance, repair and continuation) of the Park Property Access and the Park Field and that portion of the Park Tract which is improved in conjunction with the improvement of the Park Field excluding the normal trash pickup therefrom, (v) all judgments, liens and valid claims against the Association, (vi) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Areas, (vii) all expenses incurred in the administration of the Association and (viii) expenses associated with trash pick-up within the Real Estate.

5. **Article II, Applicability.** Article II of the Declaration is hereby deleted, replaced, and superseded by the following:

"ARTICLE II
APPLICABILITY

All Block and Lot Owners, their Tenants, guests, invitees, and mortgagees, and any other person using or occupying a Block, Lot or Dwelling or any other part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration, any rules and regulations adopted by the Association as herein provided, and any Park Property rules, policies or City of Carmel Ordinances applicable to the Park Property, as the same may be amended from time to time.

The Owner of any Block, Lot or Dwelling (i) by acceptance of a deed conveying title thereto or the execution of a contract for purchase thereof, whether from the Developer or its affiliates or any builder or any subsequent Owner of any Block, Lot or Dwelling, or (ii) by the act of occupancy of a Dwelling, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration."

6. **Article III, Section 2.** The second full paragraph of Article III, Section 2 of the Declaration is hereby deleted, replaced, and superseded by the following: "No Block, Lot, or combination of Lots may be further subdivided until approval therefore has been obtained from (i) the Developer prior to the Applicable Date, and the Association after the Applicable Date and (ii) the City of Carmel Plan Commission; excepting, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by joining to such Lot a section of an adjoining Lot (thereby decreasing the size of such adjoining Lot) so long as the effect of such joining does not result in the creation of a "Lot" with less than the requirements as set forth in the City of Cannel Zoning Ordinance at the time of execution of said Declaration."

7. **Article III, Sections 16-22.** The terms, conditions, restrictions and requirements of Article III, Sections 16-22 of the Declaration shall also apply to the Apartment Owner and also each Tenant.

8. **Article V, Section 3**. The fourth full sentence of Article V, Section 3 of the Declaration providing "Ownership of any of the Common Areas shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion." is hereby deleted, replaced, and superseded by the following: "Ownership of any of the Common Areas shall be conveyed in fee simple title to the Association or third parties upon their completion, and at the sole discretion of the Developer.".

9. **Article V, Section 3**. The second full paragraph of Article V, Section 3 of the Declaration is hereby deleted, replaced, and superseded by the following: "Developer shall be responsible for improving and or maintaining all Common Areas (including the required landscape plantings within them) until such time as the Common Areas are conveyed to the Association or third parties, at which time the Association shall be responsible for the maintenance and repair of the Common Areas including the required landscaping plantings as presented in the Plat."

10. **Article V, Section 12**. The Declaration is hereby amended and supplemented to include as an addition to Article V the following Section 12:

"**Section 12. Developer's Right To Grant Easements.** The Developer, prior to the Applicable Date, and the Association, after the Applicable Date, shall have the right, without further consent from the Class A members, the Class C member, the Class D member, or their mortgagees, to declare, grant and record with the Office of the Recorder of Hamilton County, Indiana perpetual easements granting the

full free right, power and authority to access, lay, operate, repair, replace and maintain landscaping, drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other further service facilities or other uses as Developer may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Lot and along, through, in, over and under all Common Areas. Such easements may benefit Real Estate or lands not within the Real Estate. Further, the Developer and/or the Association shall have the right to acquire, extend, terminate or abandon such easement."

11. **Article VI, Section 1**. Article VI, Section 1 of the Declaration is hereby deleted, replaced, and superseded by the following:

"**Section 1. Membership in Association.** Each Block and Lot Owner shall automatically upon taking deed to a Block or Lot in the Development become a member of the Association and agree to abide by these Covenants, Design Guidelines, and By-Laws of the Association and shall remain an abiding member until such time as their ownership of a Block or Lot ceases. Membership in the Association shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of his Lot or Block; provided, however, that any person who holds the interest of an Owner of a Lot or Block in this Development merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a member of the Association."

12. **Article VI, Section 2**. The Declaration is hereby amended and supplemented to include as an addition to Article VI, Section 2 the following:

"**D. Class D.** There shall be one (1) Class D member representing the Apartment Owner's ownership of any or all of the Apartment Property. The Class D Member shall be, on all matters requiring a vote of the members of the Association, entitled to (i) one (1) vote as owner of the Apartment Property prior to the Applicable Date and (ii) a total of ninety-nine (99) votes as owner of the Apartment Property after the Applicable Date."

13. **Article VI, Section 4.** – Article VI, Section 4 of the Declaration is hereby deleted, replaced, and superseded by the following:

"**Section 4. Assessments.**

A. **Annual Assessments.** By a vote of a majority of the Association, the Association shall fix the Annual Assessment for each Assessment year of the Association at an amount sufficient to meet the obligations imposed by this Declaration upon the Association. The Association shall establish the date(s) the Annual Assessment shall become due, and the manner in which it shall be paid.

By a Majority vote of the Association, the Association shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

The Common Expenses to be funded by the Annual Assessments shall include all costs and expenses incurred in the fulfillment of the Developer's and/or Association's obligations under the Covenants, including but not limited to the following:

(a) Management fees and expenses of administration, including without limitation professional management fees paid to Old Town Development, LLC or of any other professional manager, legal fees and accounting fees;

(b) Utility charges for utilities serving the Common Areas and charges for other common services for the Real Estate, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(c) The cost of any policies of insurance purchased as required or permitted by this Declaration;

(d) The expenses of landscaping, mowing, fertilizing, irrigating, maintenance, operation, repair and/or replacement of (i) those portions of the Common Areas which are the responsibility of the Developer or Association under the provisions of this Declaration together with all improvements and trails located within such Common Areas, and (ii) any Easement within the Development which is the responsibility of the Developer or the Association to maintain.

(e) The expenses of maintaining any lakes or ponds located in a Common Area.

(f) The expenses of street sign maintenance, trash collection, and snow removal.

(g) The expenses or maintaining and repairing street lights.

(h) The expenses of maintenance, operation, and repair of other amenities and facilities serving the Real Estate, the maintenance, operation, and repair of which the Association from time to time determines to be in the best interest of the Association;

(i) The expenses of the Architectural Control Committee that are not defrayed by plan review charges;

(j) Fees charged by professionals, such as accountants and attorneys, for services provided for the Association;

(k) Wages, salaries, benefits and taxes paid to or on behalf of staff and personnel hired by the Association to perform work for the Association;

(l) Ad valorem real and personal property taxes assessed and levied against the Common Areas;

(m) The expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees; and

(n) Such other expenses as may be determined from time to time by the Association to be Common Expenses, including, without limitation, all taxes and governmental charges not separately assessed against Lots or Dwellings.

B. **Authority to Create Lien.** The Association and or Developer are hereby empowered to cause a lien to be placed against any Block or Lot for the purposes of (1) recovering any funds due for Annual Assessments, Special Assessments, or recovering any funds expended by the Developer or the Association in maintaining any Lot in a neat and attractive condition as contemplated by Article III, Section 1, and for the installation of sidewalks and or street trees as required within these Covenants, together with interest on those expenditures accruing at a rate of twelve percent (12%) per annum, or (2) recovering any attorneys' fees and related costs and expenses incurred by either the Developer or the Association in any proceeding initiated pursuant to the collection of the above funds or any proceeding initiated pursuant to Article 3, Section 5. No private individual Owner shall have such a right to create a lien against a neighboring Lot pursuant to the terms of this Section. No liens shall be created on any Lot or Common Area owned by the Developer. There shall be no right to create liens on the Park Property Access, the Park Field (Vera J. Hinshaw Park) or any of the Park Property.

C. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Block or Lot in the Development, except the Developer or Association, by acceptance of a deed or other conveyance therefore, whether or not it shall be expressed in such a deed, is deemed to covenant and agree to pay to the Developer or Association: (1) Annual Assessments or charges; (2) Special Assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided; and (3) assessments or charges for expenditures by the Developer or the Association in maintaining the Lot in a neat and attractive condition as contemplated by Article III, Section 1. The Annual Assessments, Special Assessments, and maintenance assessments together with interest, costs, late fees, and reasonable attorney's fees, shall be a charge on the land until paid in full and shall be a continuing lien upon the Block

or Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot or Block at the time when the assessment was due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Hamilton County, Indiana. No charge, lien, or assessment shall ever be levied by the Association or individual Lot Owner against the Developer, the Park Owner, the Park Property Access or any of the Park Property.

D. Date of Commencement of Annual Assessment. Annual Assessments shall be set for each calendar year and due and payable in one lump sum in advance on the first day of March each year or, if so determined by the Association's Board of Directors or Developer, in such other periodic installments or due dates as may be specified by the Board of Directors or Developer. If ownership of a Block or Lot is conveyed after the first of January, the Annual Assessment shall be paid at closing and the Annual Assessment shall be pro-rated, based on the calendar year, as of the date of closing. Without any approval or vote by the Owners, the Board of Directors shall fix the amount of the Annual Assessment in advance of the effective date of such assessment. Written notice of Annual Assessments and such other assessments as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates for all assessments. The Association shall, at any time and for a reasonable fee of up to and including Thirty Five Dollars ($35.00), furnish a certificate in writing signed by an officer of the Association stating that the assessments on a specific Lot or Block have been paid or that certain assessments or other charges against said Lot or Block have not been paid, as the case may be. Annual Assessments shall not commence for any Lot until the date the Lot is first sold or conveyed by the Developer to any person or entity. Prior to such time, the Developer shall not be liable for paying any assessments to the Association. The Park Owner, its successors and assigns shall not be assessed an Annual Assessment on any of the Park Property including the Park Field (Vera J. Hinshaw Park) and the Park Property Access or for any reason.

E. **Special Assessments**. In addition to the Annual Assessment, the Board of Directors or Developer may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have an assenting vote of the majority of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notices for such meetings shall be sent and voting quorums required as set forth in the By-Laws of the Association. The Park Owner, its successors and assigns shall not be assessed a Special Assessment for any reason.

F. **Failure of Owner to Pay Assessments**. No Owner may exempt himself or herself from paying Annual Assessments or Special Assessments or any other expense lawfully

agreed upon, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Block or Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Annual Assessments and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual Assessments or Special Assessments when due, the lien for such assessment on the Owner's Block or Lot may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Annual Assessments or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

(1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment; and
(2) suspend such Owner's right to vote on Development matters as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot or Block shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot or Block, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot or Block and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Annual Assessments or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover Annual Assessments or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Lot or Block.

G. **Notification**. Every Owner of a Lot or Block in the Development and any person who may acquire any interest in any Lot or Block in the Development, whether as Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot or Block at the time of acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot or Block in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted and agreed to pay the Association and Developer all charges that the Association or Developer shall make pursuant to this Article VI Section 4 of the Covenants.

14. **Amended Declaration**. The Declaration, as hereby amended and modified by this First Amendment, shall remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS)

Sunrise on the Monon L.L.C., an Indiana limited liability company

By: OLD TOWN DEVELOPMENT L.L.C., Member

By: _____
Jeff Langston, Member

STATE OF INDIANA)
) **SS:**
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeff Langston, Member of OLD TOWN DEVELOPMENT L.L.C., Member of Sunrise on the Monon L.L.C., this 17th day of June, 2019 and acknowledged the execution of the foregoing Agreement for and on behalf of said entity.

My Commission Expires:
July 23, 2026

Residing in Hamilton
County, Indiana

CASEY J SHINAVER
Notary Public, State of Indiana
Hamilton County
Commission # 713976
My Commission Expires
July 23, 2026

Casey J Shinaver
Notary Public

Casey J Shinaver
Printed Name

This instrument prepared by and should be returned to: Lawrence J. Kemper, Nelson & Frankenberger, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

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

Exhibit 1

What is identified and outlined as "Block A" below, and further legally described as follows:

PART OF BLOCK A IN SUNRISE ON THE MONON, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 2015053081 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK A; THENCE NORTHEASTERLY 146.49 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 57.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 78 DEGREES 52 MINUTES 06 SECONDS EAST AND A LENGTH OF 109.38 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE NORTHEASTERLY 17.42 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 13.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 38 MINUTES 14 SECONDS EAST AND A LENGTH OF 16.15 FEET; THENCE NORTH 82 DEGREES 01 MINUTE 51 SECONDS EAST A DISTANCE OF 71.85 FEET TO A TANGENT CURVE; THENCE NORTHEASTERLY 110.59 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 64 DEGREES 25 MINUTES 49 SECONDS EAST AND A LENGTH OF 108.86 FEET; THENCE SOUTH 74 DEGREES 06 MINUTES 15 SECONDS EAST A DISTANCE OF 33.65 FEET; THENCE SOUTH 15 DEGREES 53 MINUTES 45 SECONDS WEST A DISTANCE OF 86. 74 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 45 SECONDS WEST A DISTANCE OF 0.90 FEET; THENCE SOUTH 74 DEGREES 06 MINUTES 15 SECONDS EAST A DISTANCE OF 33.15 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 15 SECONDS EAST A DISTANCE OF 26.01 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 45 SECONDS WEST A DISTANCE OF 33.00 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 10.58 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 45 SECONDS WEST A DISTANCE OF 80.50 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 366.12 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST A DISTANCE OF 68.97 FEET TO A NON-TANGENT CURVE; THENCE NORTHEASTERLY 41.95 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 67.34 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 18 DEGREES 58 MINUTES 10 SECONDS EAST AND A LENGTH OF 41.28 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 55 SECONDS EAST A DISTANCE OF 16.09 FEET TO THE PLACE OF BEGINNING.

CONTAINING 1.226 ACRES, MORE OR LESS.

Part of Parcel No: 17-13-12-00-01-163.000

2022023926 AMEN $25.00
05/12/2022 03:38:08PM 3 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

EJC

Cross Reference: Declaration of Covenants, Conditions and Restrictions For: Sunrise on the Monon recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015053080 and First Amendment to the Declaration of Covenants, Conditions and Restrictions For Sunrise on the Monon recorded July 18, 2019 as Instrument Number 2019031569.

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR: SUNRISE ON THE MONON

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions For Sunrise on the Monon (the "Amendment") is made as of the 13th day of April, 2022 by Sunrise on the Monon L.L.C., an Indiana limited liability company.

WITNESSETH THAT:

WHEREAS, Sunrise on the Monon L.L.C., an Indiana limited liability company, is the Declarant (the "Declarant") under the Declaration of Covenants, Conditions and Restrictions For: Sunrise on the Monon recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015053080, as amended from time to time (the "Declaration");

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms set forth in this Amendment shall have the meaning ascribed to them in the Declaration;

WHEREAS, the Declarant has entered into an agreement with the Carmel/Clay Board Of Parks and Recreation to transfer real estate comprising approximately 1.978 acres, more or less, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Withdrawn Real Estate"); and,

WHEREAS, the Declarant is desirous of hereby amending the Declaration in the manner set forth below.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article 1. Preambles and Recitations. The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.

Article 2. Withdrawal. The Withdrawn Real Estate, which is part of the Real Estate subject to the Declaration, is hereby declared to be withdrawn from the Real Estate and is hereby released from and no longer subject to the Declaration.

(remainder of page intentionally left blank; signature page follows)

"DECLARANT"

Sunrise on the Monon L.L.C.,
an Indiana limited liability company

By: Justin W. Moffett, member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Justin W. Moffett, the Member of Sunrise on the Monon L.L.C., an Indiana limited liability company, who acknowledged the execution of the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Sunrise on the Monon this 13th day of April, 2022 for and on behalf of said entity.

My Commission Expires:
July 23 2026

Residing in Hamilton County, Indiana

Notary Public

Casey J Shinaver
Printed Name

CASEY J SHINAVER
Notary Public, State of Indiana
Hamilton County
Commission # 713975
My Commission Expires
July 23, 2026

This instrument prepared by, and upon recording return to: Brian C. Bosma, Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, IN 46204-5125.

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 – Brian C. Bosma.

Exhibit "A"

Block B of Sunrise on the Monon, an Addition to the City of Carmel, Indiana, as per plat thereof, recorded October 9, 2015 as Instrument Number 2015053081, in the Office of the Recorder of Hamilton County, Indiana.

And a non-exclusive easement for pedestrian and vehicular access over the Park Property Access Easement ("PPAE") as reserved in the plat of Sunrise on the Monon, recorded October 9, 2015 as Instrument Number 2015053081, in the Office of the Recorder of Hamilton County, Indiana.