

PLAT NO. 2007-124170

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**PLAT COVENANTS
THE GREENS AT WINDING RIDGE, SECTION 2**

This instrument, executed by R.N. THOMPSON DEVELOPMENT CORPORATION, hereinafter referred to as "Developer" or as "Declarant", hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as The Greens at Winding Ridge, Section 2, which real estate is described in Exhibit 1 hereto. The term "Subdivision" as used herein shall mean The Greens at Winding Ridge. The Greens at Winding Ridge, Section 2 shall consist of Lots 52 through 101, a total of 50 Lots.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration of Covenants, Conditions and Restrictions for Winding Ridge (the "Master Declaration"), recorded with the Recorder of Marion County on October 14, 1997 as Instrument No. 1997-152608, as amended, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or using any part or portion of such land. Ownership of the real estate in this subdivision shall also be subject to the rights, powers, duties, and obligations of the Winding Ridge Homeowners Association, Inc. (the "Association"), the Winding Ridge New Construction Committee ("New Construction Committee"), and the Winding Ridge Architectural Control Committee (the "Architectural Control Committee"), as set forth in the Declaration, and Design Guidelines promulgated by either Committee. All owners shall take their title subject to the terms and conditions of the Declaration.

If there is an irreconcilable conflict between any of the covenants and restrictions contained in this plat and the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control, only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

NOTICE: Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Winding Ridge New Construction Committee as defined in Article X of the Master Declaration. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Winding Ridge Design Guidelines.

1. Lots are subject to the following: Drainage Easements, Utility Easements, Sewer Easements and Landscape Easements, either separately or in combination, as shown on the Plat, which easements are reserved for the use of the Declarant, the Winding Ridge Homeowners Association, Inc. (hereinafter referred to as the "Association"), public or private utility companies, and governmental agencies, as follows:

"Drainage Easements" are created as shown on the Plat to provide paths and courses for area and local storm drainage, either over land or

in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner, without the prior approval of the Architectural Control Committee and the governmental authority having jurisdiction over drainage. Drainage Easements are subject to maintenance, construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Utility Easements" are hereby created as shown on the Plat for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation, maintenance, and replacement as necessary of pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements. No above ground utilities may be installed without the prior written consent of the Architectural Control Committee.

"Sewer Easements" are hereby created as shown on the Plat, either specifically designated as Sewer Easements or designated generally as Utility Easements, for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Winding Ridge. Sewer Easements shall only be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. All designated Utility Easements shall also include Sewer Easements.

"Landscape Easements" are hereby reserved and created over and across lots as shown on the Plat, within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing entryways into the Subdivision. Within Landscape Easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Without limiting the generality of the foregoing, the Landscape Easements may include sidewalks, walking trails and paths. Owners of lots shall have the right to fully use and enjoy their own lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping and other rights granted herein. Owners of lots shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a lot or interfere with the Developer's or Association's ability to use or gain access to the lot for purposes permitted by this Landscape Easement, without the prior written approval of the Developer or the Association.

Several of the lots in this Section are on or near the golf course and are also subject to the Golf Course covenants, easements and restrictions contained in Article XIII of the Declaration.

The delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures shall be erected or maintained upon Drainage, Utility, Sewer or Landscape Easements by any Owner without the prior approval of the Architectural Control Committee.

The following provisions shall also apply to sanitary sewers:

- 1) Sanitary sewer easements may be used by the Department of Public Works of the City of Lawrence or such other utility company having authority over sewer easements within the Winding Ridge community (hereinafter collectively referred to as "Utilities") for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities, and all such easements shall include a right of ingress and egress necessary and appropriate to accomplish the purposes stated herein.
- 2) Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer manhole or cleanout casting.
- 3) The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes and no trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or rights-of-way is at risk of being removed by Utilities without the obligation of replacement.
- 3) No mounding, lighting, fencing, signs, retaining, landscaping or entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or rights-of-way is at risk of being removed by Utilities without the obligation of replacement.
- 4) All homeowners not served by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.
- 5) No owner or occupant, and no lot or unit may discharge storm water or other clear water sources (foundation drains, sump pumps, roof drains, etc.) into the sanitary sewer system.
- 6) Grade changes across sanitary sewer facilities must be approved in writing by the Department of Public Works of the City of Lawrence.

Sanitary Sewer Service Connection. Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting to the subject lateral connection. Where part of the drainage system cannot be discharged into the sewer by gravity flow, this part of the

system shall be discharged into a tightly covered and vented sump, from which the contents shall be lifted and discharged into the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting to the subject lateral connection.

The Developer shall retain the right to display marketing and promotional signs within this subdivision, both for the Developer and for any Builder approved by the Developer, until the sale of the last lot in the Winding Ridge Community, including Sections not yet platted, to an Owner other than a Builder.

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the covenants herein granted and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any Lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Metropolitan Development Commission for Indianapolis, Marion County, Indiana and the requirements of all drainage permits for this plat issued by said Department.

It shall also be the duty of every Owner of every Lot in this Subdivision on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

In the event that the Owner does not comply with the drainage plan or does not maintain the storm drainage ditch or swale upon their Lot or any portion of a drainage pond upon their Lot, after written notice and a thirty day opportunity to do so, the Association shall have an easement to come upon such Owner's property to make any necessary corrections or repairs, and the Association shall be entitled to reimbursement for its costs and shall have a lien upon such Owner's property therefor, collectable as provided in Section 11.9 of the Declaration. In the event of an emergency, the thirty day requirement above shall not be required, but the Association shall give the Owner such notice as is practical under the circumstances.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance to medians in the subdivision and also subject to an easement for utility services as provided in paragraph 1 of these Plat Covenants.

4. BUILDING LOCATION AND SIZE. All building locations must comply with the zoning ordinances and zoning commitments for this subdivision. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat, and no building or structure shall be erected or maintained between the setback lines and the property lines of the lots. The owners of all lots shall be required to submit a drainage plan, including a minimum building elevation, to the governmental agency which

issues building permits. The minimum pad or building elevation as so approved by the New Construction Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lot.

Except with the advanced written approval of the New Construction Committee, no building, structure or accessory building shall be erected closer than five feet (5') to any side lot line, and no building, structure or accessory building shall be erected closer than twenty five feet (25') to the right-of-way of any street. In no case shall aggregate side yards between homes be less than ten feet (10'). Where buildings are erected on more than one single lot (or parts thereof), these restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distance from the buildings, structures or other improvements to the adjacent lot lines adjoining the combined lot.

Each one story residence shall be not less than one thousand (1,000) square feet of finished and livable floor area, exclusive of open porches and garages, and each multiple story structure shall be not less than one thousand four hundred (1,400) square feet of finished and livable floor area, exclusive of open porches and garages. The Design Guidelines may also specify the minimum square footage requirements for the first floor of any multiple story residence.

Each residence shall have an attached garage of a size to accommodate at least two cars. No garage may be converted to a livable space without prior approval of the Architectural Control Committee and the construction of another attached garage.

5. DRIVEWAYS. Each driveway in this Subdivision shall be of concrete or asphalt material, and no additional parking shall be permitted on a Lot other than the existing driveway, except with the prior approval of the Architectural Control Committee. No Lot may have a driveway on more than one street.

6. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said Lots, and no business may be conducted on any part thereof, other than home occupations approved by the Winding Ridge Board. No residence shall be erected, altered, placed or permitted to remain on any Lot herein, other than one detached single-family residence not to exceed two and one-half stories in height.

No trailer, shack, tent, boat, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence. With the consent of the Declarant, a builder may have a temporary structure during the construction of a residential building on the property, which temporary construction building or trailer shall be promptly removed upon completion of construction of the building.

7. LIMITATION ON VEHICLES. No inoperative or unlicensed vehicle shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the

driveway thereof, except:

- a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Master Declaration or by the Winding Ridge Board of Directors, be parked on a private driveway, and
- b. A camper, trailer, mobile home, or boat may be stored in an enclosed attached garage of average residential proportions, and
- c. The Winding Ridge Board of Directors may establish rules prohibiting or regulating parking on the public streets within the Subdivision.

8. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day or the evening before collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

9. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement -- including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antennae, patios, basketball goals and other permanent structures for sports and recreation -- whether permanent or temporary, shall be erected, placed or altered on any Lot in this Community until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural Control Committee or by the New Construction Committee, as appropriate, regarding conformity and harmony of external design, topography, and finished ground elevations.

The provisions of Article X of the Winding Ridge Master Declaration shall be followed and complied with by every owner, builder, contractor and any other person or entity residing in this subdivision or making any improvement to any lot or structure within this subdivision.

Each Owner or builder of a new home on a Lot shall submit a detailed landscape plan to the New Construction Committee, in conjunction with its application for initial approval, which plan shall include sodding and/or slice seeding of the front yard of each residence, and the side yards to the back line of the residence. The landscape plan shall be completed on or before the transfer of title of said Lot to the first occupant of such residence, or funding therefore shall be escrowed with an approved title company. A corner lot shall be considered to have two front yards. In the event that slice seeding does not produce full grass coverage within one year of initial completion, the Owner shall install sod in all areas of inadequate coverage. Also, in the event that the owner's back yard lawn treatment does not result in full grass coverage within two years of initial occupancy, the Owner shall install sod in all areas of inadequate coverage.

Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to beginning construction. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly responsible for meeting this requirement.

The Design Guidelines may establish special restrictions regarding fences and landscaping for Lots adjacent to, or visible from, the golf course.

10. INTERSECTION VISIBILITY. No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

11. LANDSCAPE EASEMENTS - PRO RATA MAINTENANCE OBLIGATION. If, for any reason, the Winding Ridge Homeowners Association would cease to exist or cease to function, the areas designated on the plat as Blocks, landscape easements or landscape and utility easements shall be maintained by the title owner of the Lot upon which the easement exists. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended (including reasonable costs for administration), from each Lot owner on an equal proratable basis for all Lots in all of the sections of this Subdivision. Each Lot owner's obligation may be collected in advance of the expenditure in a reasonable amount, shall mature thirty (30) days after the date of receipt of notice of his or her obligation, and shall draw interest at twelve percent (12%) per annum after the obligation matures with costs of collection and reasonable attorney fees if such services are required to secure payment.

12. MISCELLANEOUS PROVISIONS.

a. Each residence shall have a single mailbox, standardized in size, appearance and color, according to the Design Guides, and maintained in good condition at all times. The size, design and color shall be specified by the Declarant and shall be purchased, installed and maintained by the Homeowner.

b. Each residence shall have at least one coach light attached and hard wired to the garage and/or the front entry of the house which is illuminated by a photo cell, as set forth in the Design Guidelines, which shall be maintain by the Owner in good working condition.

c. Except as may be permitted by the Architectural Control Committee, window air conditioning units may not be installed on any lot.

d. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee.

e. No satellite receiving dish greater than one meter in diameter shall be erected or installed on any Lot. Exposed antennae shall not exceed one meter, in diameter or horizontal dimensions, and shall not exceed twelve (12) feet above roof peak. No lot shall have more than one satellite dish and one

antennae without the prior approval of the Architectural Control Committee, and, to the extent that acceptable reception may be obtained, any satellite dish or antennae shall be attached to the house and installed on the back of the house. The Design Guidelines may impose requirements (which do not impair reception) for painting or screening of satellite dishes and antennae, location, and other restrictions on antennae and satellite dishes.

f. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

g. Sump pumps serving individual residences or lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

h. The discharge of firearms within Winding Ridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

13. SWIMMING POOLS, HOT TUBS AND OTHER STRUCTURES. No above ground swimming pools shall be erected, constructed or installed on any Lot. Below ground pools, hot tubs, spas, jacuzzis or similar water recreational facilities may be installed with prior approval of the Architectural Control Committee. The Committee may consider lot size and available room on the lot for such facilities as one of its considerations. The Committee may impose a fencing requirement for such facilities which is greater than what is required by governmental entities.

Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

Detached garages, tool sheds or minibarns may not be erected on any Lot. Other detached structures, including enclosures for approved swimming pools, hot tubs or spas and enclosures for pets, may be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction. The Master Declaration contains additional provisions relating to such structures.

14. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and any additional structures on their lot and also to maintain their lot, including the landscaping, grass, sidewalk and driveway. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and/or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided in the Winding Ridge Declaration.

15. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof. After said 20 years, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of at least seventy percent (70%) of the then owners of the Lots in The Greens at Winding Ridge Subdivision, it is agreed that said covenants and restrictions shall terminate in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

Lot owners may amend these covenants in whole or in part by an affirmative vote of 70% of the Lot Owners. No amendment to these covenants may be made without Developer's approval and consent, until the Developer has sold all of the lots in any section of this Subdivision. Any amendment or termination shall be evidenced by a written instrument, signed by the Lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

16. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a Lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. 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 incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

17. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

18. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, as amended, or any conditions attached to approval of this plat by the Plat Committee.

19. DECLARATION. A Declaration of Covenants and Restrictions for the entire Winding Ridge Community and establishing the rights and obligations of the Winding Ridge Homeowners Association, Inc. was recorded in the office of

Plat Covenants
The Greens at Winding Ridge
Section 2

the Recorder of Marion County, Indiana on October 14, 1997 as Instrument No. 1997-0152606. Every Owner of a Lot in The Greens at Winding Ridge, Section 2 will automatically be and become a member of the Winding Ridge Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise.

In the event that the Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including maintenance, taxes, insurance, legal, accounting, management fees, and reserves for replacements and contingencies as a member of the Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and one half percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in collection.

IN WITNESS WHEREOF, the undersigned, as the Developer and owner of the above described real estate, has hereunto caused his name to be subscribed this 8th day of August, 2007.

R.N. THOMPSON DEVELOPMENT CORPORATION

By:

R. N. Thompson
R. N. Thompson, President

Land Description

The Greens at Winding Ridge, Section 2

Part of the East Half of Section 10, Township 16 North, Range 5 East of the Second Principal Meridian, Lawrence Township, Marion County, Indiana and being described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 10; thence South 88 degrees 54 minutes 04 seconds West (bearings are based on the Indiana State Plane Coordinate, East Zone (NAD 83) and are referenced to a survey by Evergreen Planners dated September 19, 1997 and recorded as Inst. No. 9700134594 in the Office of the Marion County Recorder) along the North line of said Southeast Quarter a distance of 558.67 feet to the POINT OF BEGINNING; thence North 45 degrees 02 minutes 15 seconds West 10.35 feet; thence North 69 degrees 26 minutes 56 seconds West 99.20 feet; thence South 80 degrees 46 minutes 35 seconds West 111.33 feet; thence North 89 degrees 24 minutes 03 seconds West 334.86 feet; thence North 85 degrees 25 minutes 01 seconds West 177.40 feet; thence South 04 degrees 34 minutes 59 seconds West 95.29 feet; thence South 32 degrees 16 minutes 57 seconds East 237.25 feet; thence South 24 degrees 31 minutes 19 seconds East 269.97 feet; thence South 00 degrees 13 minutes 27 seconds East 143.00 feet; thence South 89 degrees 46 minutes 33 seconds West 3.66 feet to a tangent curve to the left from which the radius point bears South 00 degrees 13 minutes 27 seconds East; thence Westerly along said curve an arc distance of 118.74 feet to a point from which the radius point bears South 10 degrees 36 minutes 41 seconds East, said curve having a radius of 655.00 feet; thence South 10 degrees 36 minutes 41 seconds East 142.13 feet; thence North 79 degrees 37 minutes 01 seconds East 88.35 feet; thence North 89 degrees 46 minutes 33 seconds East 348.80 feet; thence North 00 degrees 13 minutes 27 seconds West 55.00 feet; thence North 89 degrees 46 minutes 33 seconds East 180.00 feet; thence North 00 degrees 13 minutes 27 seconds West 46.49 feet; thence North 89 degrees 46 minutes 33 seconds East 135.00 feet; thence North 00 degrees 13 minutes 27 seconds West 106.67 feet; thence North 06 degrees 21 minutes 10 seconds West 174.50 feet; thence North 15 degrees 13 minutes 27 seconds West 187.37 feet; thence North 05 degrees 07 minutes 17 seconds West 128.58 feet; thence North 45 degrees 02 minutes 15 seconds West 119.15 feet to the Point of Beginning and containing 12.691 acres more or less.

Subject to all legal easements and rights of way of record.

Exhibit "1"

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MV

PARTIAL RELEASE OF MORTGAGE

THIS CERTIFIES that a certain mortgage executed by, _____
ARBOR HOMES, LLC
To: M & I, MARSHALL & ILSLEY BANK, F/K/A FIRST INDIANA BANK, N.A.
And last assigned to: _____

Dated March 4, 2008, and recorded in Mortgage Record, Page, and/or Instrument number 2008-0065442, of the records in the office of the Recorder of MARION County, INDIANA. Is hereby released solely as to the following described real estate.

See Attached Legal Descriptions

Said real estate is a part of the real estate described in said Mortgage and release is *limited* to the above described real estate only.

IN WITNESS whereof, the undersigned has hereunto set its corporate hand and seal by its proper officer, she being thereto duly authorized, this July 17, 2008



M & I, MARSHALL & ILSLEY BANK,
F/K/A FIRST INDIANA BANK, N.A.

Teresa Richter
TERESA RICHTER, VICE PRESIDENT

Before me, the undersigned, a Notary Public in and for said County and State this July 17, 2008, Personally appeared TERESA RICHTER, VICE PRESIDENT, of M & I, MARSHALL & ILSLEY BANK, F/K/A FIRST INDIANA BANK, N.A., Who as such officer for and on its behalf acknowledged the execution of the foregoing Partial Release of Real Estate Mortgage

Witness my hand and Notarial Seal
My Commission Expires: 11-26-2015

Marcie E. Aukerman
Marcie E. Aukerman Notary Public
Johnson County Resident

This Instrument Prepared by:
MARCIE AUKERMAN

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

Marcie Aukerman
MARCIE AUKERMAN

AFTER RECORDING MAIL TO:
M & I Bank, F/K/A First Indiana Bank
135 North Pennsylvania Street
Indianapolis, IN 46204
IN-Plaza-10
Marcie Aukerman

#6080320221-0227
05/12/2008 Unit(s) # 227,228,229,230,231,232,234,237,251,252

Unit 236

Lot number 62 in The Greens at Winding Ridge, Section 2, an addition to the City of Indianapolis, Marion County, Indiana, as per plat thereof recorded August 23, 2007, as Instrument Number 2007-124178 in the Office of the Recorder of Marion County, Indiana.

Property Address: 5153 Coloma Court, Indianapolis, IN 46236

Unit 237

Lot number 83 in The Greens at Winding Ridge, Section 2, an addition to the City of Indianapolis, Marion County, Indiana, as per plat thereof recorded August 23, 2007, as Instrument Number 2007-124178 in the Office of the Recorder of Marion County, Indiana.

Property Address: 5151 Greenside Drive, Indianapolis, IN 46236

Unit 251

Lot number 823 in Wildcat Run, Section 13, a subdivision in Marion County, Indiana, as per plat thereof, recorded May 20, 2005 as Instrument No. 2005-0079133, Certificate of Correction recorded August 3, 2005 as Instrument No. 2005-123999 Certificate of Correction recorded November 15, 2005 as Instrument No. 2005-189335 in the Office of the Recorder of Marion County, Indiana.

Property Address 5708 Outer Bank Road, Indianapolis In 46236

Unit 252

Lot number 7 in The Greens at Winding Ridge, Section 1, the plat of which was recorded February 2, 2006, as Instrument Number 2006-0013648 in the Office of the Recorder of Marion County, Indiana.

Property Address: 5126 Sandwood Drive, Indianapolis, IN 46236

Unit 230

Lot number 948 in Wildcat Run, Section 14, a subdivision in Marion County, Indiana, as per Plat thereof recorded March 7, 2006, as Instrument No. 2006-0031159, in the Office of the Recorder of Marion County, Indiana.

Property Address: 5227 Twin Bridge Blvd, Indianapolis IN 46239

Unit 231

Lot number 957 in Wildcat Run, Section 14, a subdivision in Marion County, Indiana, as per Plat thereof recorded March 7, 2006, as Instrument No. 2006-0031159, in the Office of the Recorder of Marion County, Indiana.

Property Address: 5240 Montavia Lane, Indianapolis IN 46239

Unit 232

Lot number 982 in Wildcat Run, Section 14, a subdivision in Marion County, Indiana, as per Plat thereof recorded March 7, 2006, as Instrument No. 2006-0031159, in the Office of the Recorder of Marion County, Indiana.

Property Address: 5303 Basin Park Drive, Indianapolis IN 46239

Unit 227

Lot number 931 in Wildcat Run, Section 14, a subdivision in Marion County, Indiana, as per Plat thereof recorded March 7, 2006, as Instrument No. 2006-0031159, in the Office of the Recorder of Marion County, Indiana.

Property Address: 7820 Bombay Lane, Indianapolis IN 46239

Unit 228

Lot number 935 in Wildcat Run, Section 14, a subdivision in Marion County, Indiana, as per Plat thereof recorded March 7, 2006, as Instrument No. 2006-0031159, in the Office of the Recorder of Marion County, Indiana.

Property Address: 7742 Bombay Lane, Indianapolis IN 46239

Unit 229

Lot number 947 in Wildcat Run, Section 14, a subdivision in Marion County, Indiana, as per Plat thereof recorded March 7, 2006, as Instrument No. 2006-0031159, in the Office of the Recorder of Marion County, Indiana.

Property Address: 5233 Twin Bridge Blvd, Indianapolis IN 46239