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MARY ALICE BALDWIN
RECORDER OF BOOHE COUNTY
LEBANON, INDIANA 46052
MAR. BK. 156 PG. 654

DECLARATION OF COVENANTS AND RESTRICTIONS

Austin Oaks

Zionsville, Indiana



**LAND DESCRIPTION
(AUSTIN OAKS SECTION 3)**

PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 2 EAST, ALL IN EAGLE TOWNSHIP, DOONE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SECTION; THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 49.39 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 455.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 249.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 36 DEGREES 13 MINUTES 50 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 36 DEGREES 13 MINUTES 50 SECONDS WEST A DISTANCE OF 150.55 FEET; THENCE NORTH 17 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 377.09 FEET; THENCE SOUTH 72 DEGREES 48 MINUTES 03 SECONDS WEST A DISTANCE OF 53.63 FEET; THENCE NORTH 78 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 112.81 FEET; THENCE NORTH 11 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 210.00 FEET; THENCE NORTH 78 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 61.48 FEET; THENCE NORTH 11 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 203.33 FEET; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 46.43 FEET; THENCE NORTH 48 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 159.21 FEET; THENCE NORTH 15 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 174.96 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 00 SECONDS EAST A DISTANCE OF 80.37 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 17.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 149.07 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 20 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 114.74 FEET TO THE POINT OF BEGINNING, CONTAINING 12.478 ACRES, MORE OR LESS.

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**LAND DESCRIPTION
(AUSTIN OAKS SECTION 4)**

PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 2 EAST, ALL IN EAGLE TOWNSHIP, BOONE COUNTY, INDIANA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SECTION; THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 49.39 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 457.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 359.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 208.20 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 695.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 909.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING SOUTH 25 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 65 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 249.96 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 695.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 25 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 161.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEARING SOUTH 38 DEGREES 16 MINUTES 50 SECONDS WEST FROM THE RADIUS POINT; THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 20.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 406.25 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 600.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 219.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FROM THE RADIUS POINT; THENCE SOUTH 24 DEGREES 47 MINUTES 05 SECONDS WEST A DISTANCE OF 160.05 FEET; THENCE SOUTH 64 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 170.47 FEET; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 319.57 FEET; THENCE SOUTH 20 DEGREES 52 MINUTES 54 SECONDS EAST A DISTANCE OF 478.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 173.41 FEET; THENCE SOUTH 59 DEGREES 20 MINUTES 00 SECONDS EAST A DISTANCE OF 163.11 FEET; THENCE NORTH 79 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 112.06 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 18.92 FEET; THENCE NORTH 67 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 162.95 FEET; THENCE NORTH 10 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 123.88 FEET; THENCE NORTH 33 DEGREES 08 MINUTES 12 SECONDS WEST A DISTANCE OF 70.96 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 172.01 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 625.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 17 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 54.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 12 DEGREES 00 MINUTES 00 SECONDS EAST FROM THE RADIUS POINT; THENCE NORTH 12 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 133.12 FEET; THENCE NORTH 38 DEGREES 16 MINUTES 50 SECONDS EAST A DISTANCE OF 88.10 FEET TO THE POINT OF BEGINNING. CONTAINING 14.017 ACRES, MORE OR LESS

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LAND DESCRIPTION
(AUSTIN OAKS SECTION 5)

Part of the Southeast Quarter of Section 25, Township 18 North, RANGE 2 east, all in Eagle Township, Boone County, Indiana, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter Section; thence South 00 degrees 20 minutes 48 seconds East along the East line of said Southeast Quarter a distance of 49.39 Feet to the point of curvature of a curve having a radius of 455.00 Feet, the radius point of which bears South 04 degrees 46 minutes 27 seconds east; thence Southwesterly along said curve an arc distance of 359.15 Feet to the point of tangency of said curve, said point bearing North 50 degrees 00 minutes 00 seconds West from the radius point; thence South 40 degrees 00 minutes 00 seconds West a distance of 208.20 Feet to the point of curvature of a curve having a radius of 695.00 Feet, the radius point of which bears North 50 degrees 00 minutes 00 seconds West; thence westerly along said curve an arc distance of 399.92 Feet to the Point of Beginning, said point bearing South 17 degrees 01 minutes 50 seconds East from the radius point; thence continuing westerly along said curve an arc distance of 509.83 feet which bears South 25 degrees 00 minutes 00 seconds West from the radius point; thence North 65 degrees 00 minutes 00 seconds West a distance of 249.96 Feet to the point of curvature of a curve having a radius of 695.00 Feet, the radius point of which bears North 25 degrees 00 minutes 00 seconds East; thence Northwesterly along said curve an arc distance of 161.10 Feet to a point bearing South 38 degrees 16 minutes 50 seconds West from the radius point; thence South 38 degrees 16 minutes 50 seconds West a distance of 88.10 Feet; thence South 12 degrees 00 minutes 00 seconds West a distance of 133.12 Feet to the point of curvature of a curve having a radius of 625.00 Feet, the radius point of which bears South 12 degrees 00 minutes 00 seconds West; thence easterly along said curve an arc distance of 54.54 Feet to the point of tangency of said curve, said point bearing North 17 degrees 00 minutes 00 seconds East from the radius point; thence South 17 degrees 00 minutes 00 seconds West a distance of 172.01 Feet; thence South 33 degrees 08 minutes 12 seconds East a distance of 70.96 Feet; thence South 10 degrees 30 minutes 00 seconds West a distance of 123.88 Feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 47.60 Feet; thence South 85 degrees 20 minutes 00 seconds East a distance of 151.58 Feet to the point of curvature of a curve having a radius of 325.00 Feet, the radius point of which bears South 85 degrees 20 minutes 00 seconds West; thence Southerly along said curve an arc distance of 26.47 Feet to the point of tangency of said curve, said point bearing South 90 degrees 00 minutes 00 seconds West from the radius point; thence South 00 degrees 00 minutes 00 seconds West a distance of 41.45 Feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 232.53 Feet; thence North 02 degrees 00 minutes 00 seconds West a distance of 47.76 Feet; thence North 88 degrees 00 minutes 00 seconds East a distance of 611.79 Feet; thence North 20 degrees 30 minutes 00 seconds West a distance of 183.23 Feet; thence North 69 degrees 30 minutes 00 seconds East a distance of 73.82 Feet; thence North 20 degrees 30 minutes 00 seconds West a distance of 208.62 Feet to the Point of Beginning, containing 10.235 Acres, more or less.

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LAND DESCRIPTION
(AUSTIN OAKS SECTION 1)

PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 2 EAST, ALL IN EAGLE TOWNSHIP, BOONE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SECTION; THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 49.39 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 455.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 04 DEGREES 46 MINUTES 27 SECONDS EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 249.80 FEET TO THE POINT OF BEGINNING SAID POINT BEARING NORTH 36 DEGREES 13 MINUTES 50 SECONDS WEST FROM SAID RADIUS POINT; THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 109.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 208.20 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 695.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 909.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING SOUTH 25 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 65 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 249.96 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 695.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 25 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 161.10 FEET, SAID POINT BEARING SOUTH 38 DEGREES 16 MINUTES 50 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 38 DEGREES 16 MINUTES 50 SECONDS EAST A DISTANCE OF 90.00 FEET; THENCE NORTH 83 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 149.86 FEET; THENCE NORTH 41 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 80.43 FEET; THENCE NORTH 78 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 58.18 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 152.06 FEET; THENCE NORTH 56 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 236.90 FEET; THENCE NORTH 54 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 417.14 FEET; THENCE NORTH 78 DEGREES 36 MINUTES 38 SECONDS EAST A DISTANCE OF 167.48 FEET; THENCE SOUTH 78 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 570.89 FEET; THENCE NORTH 72 DEGREES 48 MINUTES 03 SECONDS EAST A DISTANCE OF 53.63 FEET; THENCE SOUTH 17 DEGREES 11 MINUTES 57 SECONDS EAST A DISTANCE OF 377.09 FEET; THENCE SOUTH 36 DEGREES 13 MINUTES 50 SECONDS EAST A DISTANCE OF 150.55 FEET TO THE POINT OF BEGINNING. CONTAINING 22.867 ACRES, MORE OR LESS

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LAND DESCRIPTION
(AUSTIN OAKS SECTION 2)

PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 2 EAST, ALL IN EAGLE TOWNSHIP, BOONE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SECTION; THENCE SOUTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 49.39 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 455.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 04 DEGREES 48 MINUTES 27 SECONDS EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 359.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 208.20 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 695.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 909.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING SOUTH 25 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 85 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 249.98 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 695.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 25 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 161.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEARING SOUTH 38 DEGREES 18 MINUTES 50 SECONDS WEST FROM THE RADIUS POINT; THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 20.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 50 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 406.25 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 600.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 228.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEARING NORTH 18 DEGREES 10 MINUTES 19 SECONDS EAST FROM THE RADIUS POINT; THENCE NORTH 24 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 501.94 FEET; THENCE NORTH 39 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 121.14 FEET; THENCE NORTH 68 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 340.10 FEET; THENCE NORTH 04 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 169.37 FEET; THENCE SOUTH 36 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 183.64 FEET; THENCE NORTH 51 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 410.46 FEET; THENCE SOUTH 49 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 284.16 FEET; THENCE SOUTH 78 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 118.23 FEET; THENCE SOUTH 11 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 203.33 FEET; THENCE SOUTH 78 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 61.48 FEET; THENCE SOUTH 11 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 210.00 FEET; THENCE NORTH 78 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 458.07 FEET; THENCE SOUTH 78 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 167.48 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 417.14 FEET; THENCE SOUTH 56 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 238.90 FEET; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 152.06 FEET; THENCE SOUTH 78 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 58.18 FEET; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 80.43 FEET; THENCE SOUTH 41 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 149.86 FEET; THENCE SOUTH 38 DEGREES 16 MINUTES 50 SECONDS WEST A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING, CONTAINING 21.341 ACRES, MORE OR LESS.

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10/27/95

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BOOK 156 PAGE 700

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LAND DESCRIPTION
(AUSTIN OAKS SECTION 10)

Part of the Southeast Quarter of Section 25, Township 18 North, Range 2 East, all in Eagle Township, Boone County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter section; thence South 00 degrees 20 minutes 48 seconds East along the East line of said Southeast Quarter a distance of 49.39 Feet to the Point of Beginning and a point of curvature of a curve having a radius of 455.00 Feet, the radius point of which bears South 04 degrees 46 minutes 27 seconds East; thence Southwesterly along said curve an arc distance of 359.15 Feet to the point of tangency of said curve, said point bearing North 50 degrees 00 minutes 00 seconds West from the radius point, thence South 40 degrees 00 minutes 00 seconds West a distance of 208.20 Feet to the point of curvature of a curve having a radius of 695.00 Feet, the radius point of which bears North 50 degrees 00 minutes 00 seconds West; thence Westerly along said curve an arc distance of 399.92 Feet to the point of tangency of said curve, said point bearing South 56 degrees 29 minutes 05 seconds West from the radius point; thence South 20 degrees 30 minutes 00 seconds East a distance of 208.62 Feet; thence South 69 degrees 30 minutes 00 seconds West a distance of 73.82 Feet; thence South 20 degrees 30 minutes 00 seconds East a distance of 103.23 Feet; thence South 81 degrees 27 minutes 25 seconds East a distance of 109.17 Feet; thence South 03 degrees 00 minutes 55 seconds East a distance of 180.00 Feet to the point of curvature of a curve having a radius of 375.00 Feet, the radius point of which bears North 03 degrees 00 minutes 55 seconds West; thence Easterly along said curve an arc distance of 23.57 Feet to a point bearing South 06 degrees 36 minutes 59 seconds East from the radius point; thence South 06 degrees 36 minutes 59 seconds East a distance of 165.10 Feet to the South line of the Northeast Quarter of said Southeast Quarter; thence North 88 degrees 30 minutes 14 seconds East a distance of 553.24 Feet to the Southeast corner of said Quarter Quarter; thence North 00 degrees 20 minutes 48 seconds West a distance of 1274.69 Feet along the East line of said Quarter Quarter to the Point of Beginning, containing 16.438 Acres, more or less.

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DECLARATION OF COVENANTS AND RESTRICTIONS

Austin Oaks

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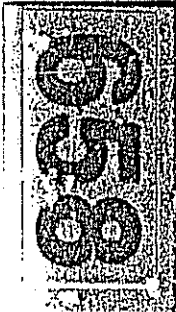
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- Exhibit B General Plan of Development
- Exhibit C Description of Tract



DECLARATION OF COVENANTS AND RESTRICTIONS

Austin Oaks

This Declaration, made as of 1 day of November, 1995, by BRENNICK LAND COMPANY, L.P., an Indiana limited partnership, ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the owner of the real estate located in Boone County, Indiana, described in Exhibit A and depicted on Exhibit B, upon which Declarant intends to develop a residential community to be known as Austin Oaks.

B. Declarant may, but is not obligated to, expand Austin Oaks to include additional land, including land in Hamilton County, Indiana, which may be developed as one or more residential subdivisions.

C. Declarant has or will construct certain improvements and amenities in Austin Oaks which shall constitute Community Area.

D. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Austin Oaks and for the maintenance of the Tract and the improvements thereon, and to this end desires to subject the Tract together with such additions as may hereafter be made thereto (as provided in Paragraph 3) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in the Tract and the future owners thereof.

E. Declarant deems it desirable, for the efficient preservation of the values and amenities in Austin Oaks, to create an agency to which may be delegated and assigned the powers of owning, maintaining and administering the Community Area, administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the Owners of Lots in Austin Oaks.

F. Declarant has incorporated under the laws of the State of Indiana a not-for-profit corporation known as Austin Oaks Homeowners Association, Inc. for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in the Tract and such additions thereto as may hereafter be made pursuant to Paragraph 3 hereof, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots in the

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Tract, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and of each of Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and its successors in title to the Tract or any part or parts thereof.

1. **Definitions.** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

"**Applicable County**" means either Boone County or Hamilton County, as the context may require.

"**Applicable Date**" means the earlier of (i) the date when all Lots in the Tract have been improved by the construction thereon of Residences or (ii) December 31, 2005.

"**Architectural Control Assessment**" means the assessment levied by the Corporation pursuant to Paragraph 14(c).

"**Architectural Review Board**" means that entity established pursuant to Paragraph 15 of this Declaration for the purposes therein stated.

"**Articles**" means the Articles of Incorporation of the Corporation, as amended from time to time.

"**Assessments**" means all sums lawfully assessed against the Members of the Corporation or, as declared by this Declaration, any Supplemental Declaration, the Articles or the By-Laws.

"**Austin Oaks**" means the name by which the Tract shall be known.

"**Autumnwood**" means Sections 2, 4, 6, 8 and 9 of Austin Oaks.

"**Board of Directors**" means the governing body of the Corporation elected by the Members in accordance with the By-Laws.

"**By-Laws**" means the Code of By-Laws of the Corporation, as amended from time to time.

"**Commons**" means such land, if any, as may be denoted on a Plat as "Commons" or designated as "Commons" in any recorded instrument executed by Declarant.

"Community Area" means (i) the Parks, (ii) the Drainage System, (iii) the Lakes and Detention Areas, (iv) the Entry Ways, (v) if Owners are afforded the right to make use thereof, the Community Center, (vi) the Commons, (vii) any utility service lines or facilities not maintained by a public utility company or governmental agency that are located on, over or below or through more than one Section, and (viii) any areas of land (1) shown on any Plat, (2) described in any recorded instrument prepared by Declarant or its agents, or (3) conveyed to or acquired or leased by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots.

"Community Area Access Easement" means the area designated on a Plat as a means of access to the Community Area or any part thereof.

"Community Area Initial Assessment" means the initial assessment for the Reserve for Replacements required by Paragraph 14(c).

"Community Center" means such of the land depicted as "Community Center" on the General Plan of Development as Declarant may make available for use by Owners for recreational and other community purposes together with all improvements thereto and structures and facilities thereon.

"Corporation" means Austin Oaks Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

"Declarant" means Brenwick Land Company, L.P., its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

"Detention Area" means an area depicted on a Plat which has been engineered to accommodate from time to time surface water drainage.

"Development Area" means the land described in Exhibit A.

"Drainage Board" means with respect to that part of the Tract located in Boone County, the Boone County, Indiana Drainage Board, its successors or assigns, and with respect to that part of the Tract located in Hamilton County, the Hamilton County, Indiana Drainage Board.

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds (including all Detention Areas), and the other structures, fixtures, properties, equipment and facilities (excluding the Lakes)

located in the Tract and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Tract, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

"Entry Ways" means the structures constructed as an entrance to Austin Oaks or a part thereof (exclusive of the street pavement, curbs and drainage structures and tiles), the traffic islands depicted as designated "Blocks" on a Plat and any other traffic islands dividing a roadway providing access to Austin Oaks or a part thereof, and the grassy area surrounding such structures.

"General Plan of Development" means that plan prepared by Declarant and approved, if necessary, by appropriate public agencies that outlines the total scheme of development and general uses of land in the Development Area, as such may be amended from time to time.

"Landscape Easement" means a portion of a Lot denoted on a Plat as an area to be landscaped.

"Lake" means any lake located in the Development Area and depicted on the General Plan of Development and "Lakes" means all of such Lakes. A numerically designated Lake means the Lake so designated by such number on the General Plan of Development.

"Lake Access Easement" means the area designated on a Plat as a means of access to a Lake.

"Lot" means a platted lot as shown on a Plat.

"Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon.

"Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance

with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

"Member" means a member of the Corporation and "Members" means all members of the Corporation.

"Mortgagee" means the holder of a first mortgage on a Residence.

"Nature Preserve" means Little Eagle Creek and the area adjacent thereto depicted on a Plat as "Nature Preserve".

"Nesting Area" means that part of the Nature Preserve identified on a Plat as a nesting area of the great blue heron.

"Owner" means a Person, including Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

"Parcel" means any platted subdivision within the Development Area that is subject to a Supplemental Declaration establishing a Parcel or is declared by Declarant to constitute a "Parcel".

"Park" means such land as may be denoted on a Plat as "Park" or designated as "Park" in any recorded instrument executed by Declarant.

"Part of the Development Area" means any part of the Development Area not included in the Tract.

"Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

"Plat" means a final secondary plat of a portion of the Development Area executed by Declarant and recorded in the Office of the Recorder of the County in which such portion of the Development Area is located.

"Reserve for Replacements" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area.

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

"Restricted Lots" means each of Lots 216 through 218 in Section 8 and Lots 251 through 254 in Section 9.

"Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration, all applicable Supplemental Declarations and the Register of Regulations, as the same may from time to time be amended.

"Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.

"Section" means that portion of the Development Area that is depicted on a Plat.

"Summerglen" means Sections 3, 5, 7 and 10 of Austin Oaks.

"Supplemental Declaration" means any Plat or supplementary declaration of covenants, conditions or restrictions that may be recorded and which extends the provisions of this Declaration to a Section and contains such complementary or supplementary provisions for such Section as are required or permitted by this Declaration.

"Tract" means the land described in Exhibit C and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

"Wintersprings" means Section 1 of Austin Oaks.

"Zoning Authority" with respect to any action involving that part of the Tract located in Boone County means the Executive Director of the Boone County Area Plan Commission and with respect to any action involving any part of the Tract located in Hamilton County means the Director of Economic and Community Development of the City of Carmel or, where he lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of the Executive Director or the Director, as the case may be.

2. **Declaration.** Declarant hereby expressly declares that the Tract and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of



occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

3. Additions to the Tract. Declarant shall have the right to bring within the scheme of this Declaration and add to the Tract real estate that is a Part of the Development Area or that is contiguous to the Development Area. In determining contiguity, public rights of way shall not be considered.

The additions authorized under this Paragraph 3 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate and by filing with the Corporation any revisions to the General Plan of Development necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the General Plan of Development shall not bind Declarant to make the proposed additions. For purposes of this Paragraph 3, a Plat depicting a portion of the Development Area shall be deemed a Supplementary Declaration.

4. The Lakes. Declarant shall convey title to the Lakes to the Corporation. The Corporation shall be responsible for maintaining the Lakes. The Maintenance Costs of the Lakes shall be assessed as a General Assessment against all Lots subject to assessment. Each Owner of a Lot that abuts a Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the pool level as constitutes a part of, or abuts, his Lot and shall keep that portion of the Lake abutting his Lot free of debris and otherwise in reasonably clean condition. No boats shall be permitted upon any part of a Lake and no dock, pier, wall or other structure may be extended into a Lake without the prior written consent of the Architectural Review Board and such governmental authority as may have jurisdiction thereover. No swimming will be permitted in any Lake except if and to the extent authorized by the Board of Directors. Each Owner of a Lot abutting a Lake shall indemnify and hold harmless Declarant, the Corporation and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a Lake by any Person who gains access thereto from, over or across such Owner's Lot. Declarant shall have no liability to any Person with respect to a Lake, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Lake or the proximity of a Lot thereto, including loss or damage from erosion.

5. The Parks. Declarant shall convey title to the Parks to the Corporation. The Corporation shall be responsible for maintaining the Parks and the Maintenance Costs thereof, together with any costs incurred by the Corporation in connection with the



improvement thereof, shall be assessed as a General Assessment against all Lots subject to assessment. The use of the Parks shall be subject to rules and regulations adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.

6. Community Center. Declarant intends, but is not obligated, to improve the structure presently located in the area designated on the General Plan of Development as the Community Center and to add such additional facilities and amenities as Declarant in its absolute discretion may deem appropriate. If Declarant undertakes the development of the Community Center or any part thereof, Declarant may, but shall not be obligated to, convey title to the Community Center to the Corporation upon completion of such development subject to the right of Declarant to use the Community Center as provided in Paragraph 18. From the date Declarant affords Owners the right to use the Community Center (whether prior or subsequent to conveyance of title), the Corporation shall be responsible for maintenance of the Community Center and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment unless other contractual arrangements are made between Declarant and the Corporation. If the Corporation acquires title to the Community Center, then subsequent to so acquiring title, the Corporation may adopt such rules and regulations with respect to the use of the Community Center as it deems appropriate and may charge reasonable fees for the use thereof, but no rule, regulation or charge shall be inconsistent with the provisions of this Declaration or any Supplemental Declaration.

7. Additional Community Facilities. If Austin Oaks is expanded to include Parts of the Development Area not depicted on Exhibit B, Declarant may, but shall not be obligated to, construct additional community facilities, which may include swimming pools, tennis courts and other recreational and community amenities, the use of which may be limited to less than all of the Owners. The Maintenance Costs of such additional community facilities may be included within the General Assessment or may be included in a Parcel Assessment but, in any event, will be allocated among Owners as specified in one or more Supplemental Declarations. Any such additional community facilities shall, if so provided in a Supplemental Declaration, constitute Community Area.

8. Commons. Declarant shall convey title to the Commons to the Corporation. The Corporation shall be responsible for maintaining the Commons and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Except for underground utility facilities, no permanent improvements shall be made to or installed on the Commons other than lighting, seating, walkways, planting structures and fountains or other non-recreational water features. The use of the Commons shall be subject to rules and regulations adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.

9. Drainage System. The Drainage System has or will be constructed for the purpose of controlling drainage within and adjacent to the Development Area and

maintaining the water level in the Lakes. Declarant shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the earlier of December 31, 1996, or the date the Drainage System is accepted as a legal drain by the Drainage Board. After the earlier of such dates, the Corporation shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots subject to assessment serviced by that part of the Drainage System with respect to which Maintenance Costs are incurred. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot which is devoted exclusively to drainage of his Lot and is not maintained by the Drainage Board.

10. Maintenance of Entry Ways and Landscape Easements. The Corporation shall maintain the Entry Ways and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Austin Oaks or a part thereof or a planting area within Austin Oaks. All entrance signs located on an Entry Way shall be maintained at all times in good and slightly condition appropriate to a first-class residential subdivision. Unless the Board of Directors determines that all or some of the Landscape Easements shall be maintained by the Corporation and the Maintenance Costs thereof assessed as a General or Parcel Assessment, the Owner of each Lot upon which a Landscape Easement is located shall at his/her expense keep the grass, trees, shrubs and other plantings located on a Landscape Easement neatly cut, cultivated or trimmed as reasonably necessary to maintain the same at all times in a good and slightly condition appropriate to a first-class residential subdivision and, if such Owner fails to do so, the Corporation may undertake such maintenance and assess the Maintenance Costs thereof as a Special Assessment against such Lot.

11. Construction of Residences.

(a) Land Use. Lots may be used only for residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in Austin Oaks than the number of original Lots depicted on the Plats. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.



(b) Lot Development Plans. Prior to commencement of any construction on a Lot, a Lot Development Plan shall be submitted to the Architectural Review Board in accordance with the requirements of Paragraph 15. The Architectural Review Board may require as part of a Lot Development Plan a report of subsurface soils investigation of the Lot made by a qualified soils engineer, which report shall include recommendations for the foundations of the proposed Residence. Each Owner shall comply with the terms and provisions of Paragraph 15 and the requirements of the Architectural Review Board established pursuant to the authority granted by this Declaration.

(c) Size of Residence. Except as otherwise provided in a Supplemental Declaration, no residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 2,000 square feet if a one-story structure, or 1,200 square feet if a higher structure, but in the case of a building higher than one story, there must also be at least 600 square feet in addition to the ground floor area and the total floor area shall not be less than 2,000 square feet. Notwithstanding the foregoing, the Architectural Review board may establish a greater minimum floor area requirement for Residences constructed in different neighborhoods in Austin Oaks, but any such minimum required floor area shall be uniform within a Section.

(d) Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

(e) Building Location and Finished Floor Elevation. No building may be erected between the building line shown on a Plat and the front Lot line and, except as otherwise provided in a Supplemental Declaration, no structure or part thereof (exclusive of open areas or terraces, unenclosed porches not more than one story high, fireplace chimney and architectural features that project no more than two (2) feet) may be built or erected nearer than ten (10) feet to any side Lot line or nearer than twenty-five (25) feet to any rear Lot line. A minimum finished floor elevation, shown on the development plan for each Section, has been established for each Lot and no finished floor elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations. Before construction commences, the finished floor elevation shall be physically

checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

(f) Driveways. All driveways shall be paved and maintained dust free.

(g) Yard Lights. If street lights are not installed in the Section, then each Owner or his builder shall install and maintain a light in operable condition on his Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb of a wattage approved by Architectural Review Board to insure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

(h) Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a Residence such that they are completely concealed from public view.

(i) Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. All landscaping specified on the landscaping plan approved by the Architectural Review Board shall be installed on the Lot strictly in accordance with such approved plan within thirty (30) days following substantial completion of the Residence unless the Board agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or acts of God, the Owner of any Lot which on the date of purchase from Declarant is not improved with a Residence shall commence construction of a Residence upon the Lot within three (3) years from the date the Owner acquired title thereto and shall complete construction of such Residence within one (1) year after the date of commencement of the building process, but in no event later than four (4) years after the date the Owner acquired title to the Lot unless such Lot is adjacent to a Lot upon which the Owner has constructed a Residence in which such Owner permanently resides. If the Owner fails to commence or complete construction of a Residence within the time periods specified herein, or if the Owner should, without Declarant'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 Residence on the Lot, then, in any of such events, Declarant 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 the Applicable County the lesser of (i) the same net dollar amount as was received by Declarant from such Owner as consideration for the conveyance by Declarant 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 Residence 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 Circuit or Superior Court of the Applicable County;

(ii) obtain injunctive relief to force the Owner to proceed with construction of any Residence, a Lot Development Plan for which has been approved by the Architectural Review Board upon application by such Owner; or

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

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Architectural Review Board of a Lot Development Plan shall not relieve such Owner from his obligation to commence and complete construction of a Residence upon the Lot within the time periods specified herein. For the purposes of this subparagraph (h), construction of a Residence will be deemed "completed" when the exterior of the Residence (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 Lot Development Plan.

(j) Mailboxes. Unless otherwise provided in a Supplemental Declaration, all mailboxes installed upon Lots in a Parcel shall be uniform and shall be of a type, color and manufacture approved by the Architectural Review Board. Such mailboxes shall be installed upon posts approved as to type, size and location by the Architectural Review Board.

(k) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by the Clay Township Regional Waste District or a successor public agency or public utility) shall be installed or maintained on any Lot.

(l) Water Systems. No private or semi-private water supply system may be located upon any Lot which is not in compliance with regulations or procedures adopted or established by the Indiana State Board of Health, or other civil authority having jurisdiction. To the extent that domestic water

service is available from a water line located within 200 feet of the lot line maintained by a public or private utility company, each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot as long as the well does not adversely affect the normal pool level of any Lake. No irrigation system (including piping and sprinkler heads) installed on a Lot shall encroach on the street right-of-way or on any drainage easement for which the Drainage Board has maintenance responsibility.

(m) Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within Austin Oaks may be included in a legal drain established by the Drainage Board. In such event, each Lot in Austin Oaks so included will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and/or the Lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall not be outletted into streets or street rights-of-way. These drains shall be connected into a subsurface drainage tile outlet installed in connection with development of the Tract. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

(n) Geothermal Systems. No open loop geothermal heating and cooling system shall be installed on a Lot.

12. Maintenance of Lots.

(a) Vehicle Parking. No camper, motor home, truck, trailer, boat or disabled vehicle may be parked or stored overnight or longer on any Lot in open public view.

(b) Signs. Except for such signs as Declarant may in its absolute discretion display in connection with the development of Austin Oaks and the



sale of Lots therein and such signs as may be located on the Community Area, no sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than four (4) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise the property during construction and sale.

(c) Fencing, Hedges and Trees. Except as otherwise provided in a Supplemental Declaration, no fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is located on a Landscape Easement or is part of Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No chain link fence shall be erected upon a Lot if it would be visible from a street. No fence shall be erected or maintained on or within any Landscape Easement except such as may be installed by Declarant and subsequently replaced by the Corporation in such manner as to preserve the uniformity of such fence. In no event may any fence be erected or maintained on any Lot without the prior approval of the Architectural Review Board, which may establish design standards for fences and further restrictions with respect to fencing, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any Lake. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line. 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 such sight lines. No tree shall be planted within the right-of-way of a public street or within any platted drainage or utility easement.

(d) Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Architectural Review Board shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Architectural Review Board shall have a lien against the cleared Lot for the expense thereof.

(e) Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may



become, an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

(f) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

(g) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

(h) Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable legal requirements.

(i) Antennas and Receivers. No satellite receiver, down-link or antenna which is visible from a public way or any other Lot, and no satellite dish greater than eighteen (18) inches in diameter shall be permitted on any Lot without the prior written consent of the Architectural Review Board. Unless authorized to do so by the Board of Directors, the Architectural Review Board shall not give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give its consent to the installation of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected consent in writing to the installation thereof.

(j) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

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

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(l) Air Conditioners. No air condition unit shall be installed so as to protrude from any structure located on a Lot (including but not limited to the window of any Residence or garage) if the same would be visible from a public way or any other Lot.

(m) Swimming Pools. No above ground swimming pool, other than a children's wading pool, shall be installed or maintained on a Lot.

(n) Basketball Goals. No basketball goal shall be placed or maintained in the front driveway of a Lot or within the right-of-way of any street. Unless the Architectural Review Board establishes a policy establishing other specifications, backboards of all basketball goals shall be of a translucent material such as fiberglass or Lexan and attached to a black pole or a similar type of post. The location of a basketball goal on the Lot is subject to approval of the Architectural Review Board if it would be visible from a public right-of-way adjoining the Lot.

13. Austin Oaks Homeowners Association, Inc.

(a) Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessments.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles, together with all other powers that belong to it by law.

(c) Classes of Members. The Corporation shall have a single class of members.

(d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

(e) Reserve for Replacements. The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area. In determining the amount, the Board shall take into consideration the expected useful life of the Community Area, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of Declarant or such consultants as the Board



may employ. The Reserve for Replacements shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(f) Limitations on Action by the Corporation. Unless at least two-thirds of the Mortgagees (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 16(a), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage on insurable Community Area on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Community Area for other than the repair, replacement or reconstruction of the Community Area; (iv) except as provided in Paragraph 24(b), change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (v) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and up-keep of the Community Area; or (vi) fail to maintain the Reserve for Replacements in the amount required by this Declaration.

(g) Mergers. Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Tract together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Tract except as hereinafter provided.



14. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the following: (1) General Assessments, (2) Community Area Initial Assessment, (3) annual and special Parcel Assessments, (4) Architectural Control Assessments (to the extent levied) and (5) Special Assessments, such Assessments to be established and collected as hereinafter provided.

If two (2) or more Lots originally shown on a Plat are consolidated as a single Lot by virtue of partial vacation of a Plat, or if a Lot is divided by conveyance of portions thereof to owners of adjacent Lots, then, in either such event, the vacated or divided Lot(s) shall cease to be Lots for purposes of Assessments under this Paragraph 14.

All Assessments, together with interest thereon, late charges with respect thereto and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon, late charges with respect thereto and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment.

i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance and operation of the Community Area.

ii) Basis for Assessment.

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

(2) Lots Owned by Declarant. No Lot owned by Declarant shall be assessed by the Corporation except such Lots as have been improved by the construction thereon of

Residences which shall be subject to assessment as provided in Clause (1) above.

(3) Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors if such change is approved by (i) two-thirds (2/3) of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

iv) Allocation of Assessment. The cost of maintaining, operating, restoring or replacing the Community Area has been allocated in this Declaration among Owners of Lots on the basis of the location of the lands and improvements constituting the Community Area and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration are to be borne by all Owners shall first be allocated to all Owners. Costs and expenses which in accordance with the provisions of this Declaration are to be borne by the Owners of certain Lots shall then be allocated to the Owners of such Lots. The provisions of subparagraph (ii) for uniform assessment shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Residences be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses.

(c) Community Area Initial Assessment. On the earlier of (i) the date a Lot is conveyed by Declarant to an Owner (other than the holder of a first mortgage on such Lot in a conveyance which constitutes a deed in lieu of foreclosure), (ii) the date a Residence constructed on the Lot has been



certified for occupancy by the Zoning Authority or (iii) the date a Residence on the Lot is first occupied by an Owner upon completion of construction thereof, there shall be due and payable to the Corporation by the Owner of such Lot the sum of Five Hundred Dollars (\$500.00) which shall be deposited in the Reserve for Replacements maintained by the Corporation.

(d) Parcel Assessments.

(i) Purpose of Assessments. Parcel Assessments shall be used for such purposes as are authorized by the Supplemental Declaration for such Parcel.

(ii) Method of Assessment. An annual Parcel Assessment shall be levied by the Corporation against Lots in a Parcel using the basis set forth in the Supplemental Declaration for such Parcel, and collected and disbursed by the Corporation. The Board shall fix in accordance with the By-Laws and the provisions of the Supplemental Declaration the annual parcel assessment for each Parcel, the date(s) such Assessment shall become due, and the manner in which it shall be paid.

(iii) Special Assessments. In addition to the annual Parcel Assessment, the Corporation may levy in any fiscal year a special Parcel Assessment against one or more of the Lots in a Parcel for the purpose of (A) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of a majority of the Owners of Lots in the Parcel who are voting in person or by proxy at a meeting of such Owners duly called for this purpose or (B) defraying any Maintenance Costs incurred in satisfying any requirements imposed on the Corporation by a Supplemental Declaration relating to a Parcel.

(e) Architectural Control Assessment. If any Owner fails to comply with the requirements of the first two sentences of Paragraph 11(h) and/or the provisions of Paragraph 15(c) of this Declaration, then the Corporation may levy against the Lot owned by such Owner an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) One Hundred Dollars (\$100.00) for each day that such failure continues after written notice thereof is given by Declarant or the Corporation to such Owner or (ii) Five Thousand Dollars (\$5,000.00). Such Assessment shall



constitute a lien upon the Lot of such Owner and may be enforced in the manner provided in subparagraph (g) below. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to Declarant and/or the Corporation provided in this Declaration, at law or in equity in the case of the failure of an Owner to comply with the provisions of this Declaration.

(f) Special Assessment. In addition to such other Special Assessments as may be authorized in this Declaration or any Supplemental Declaration, the Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of the Declarant and of a majority of the votes of the Members whose Lots are subject to assessment with respect to the capital improvement who are voting in person or by proxy at a meeting of such members duly called for this purpose.

(g) Date of Commencement of General Assessments. The General Assessment shall commence with respect to assessable Lots within a Section on the first day of the month following conveyance of the first Lot in the Section to an Owner who is not Declarant. The initial General Assessment on any assessable Lot shall be adjusted according to the days remaining in the month in which the Lot became subject to assessment.

(h) Effect of Nonpayment of Assessments; Remedies of the Corporation. To defray the expenses incurred in handling and processing delinquent Assessments and to compensate the Association for the loss of the use of such delinquent Assessments, a late charge fixed by the Board of Directors from time to time at an amount not exceeding \$25.00 for each day an Assessment is past due shall be paid to the Association upon demand by an Owner who fails to pay an Assessment within five (5) days of the date when due. In addition, any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment, late charge and accrued interest plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said

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Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Community Area or abandonment of his Lot.

(i) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than six (6) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(j) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.

(k) Annual Budget. By a majority vote of the Directors, the Board of Directors 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 and all Supplemental Declarations will be met.

15. Architectural Control.

(a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or more Persons as provided in the By-Laws shall be appointed by the Board of Directors.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Tract and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval by

the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by any Owner other than Declarant of (i) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, or other structure on a Lot or (ii) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Austin Oaks, and no Owner shall undertake any construction activity within Austin Oaks unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this subparagraph (c), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such plan has been duly filed with the Architectural Review Board in accordance with procedures established by the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of such Board to act on the plan within the specified period) may be appealed to the Board of Directors which may reverse or modify such decision (including approve a Lot Development Plan deemed denied by the failure of the Architectural Review Board to act on such plan within the specified period) by a two-thirds (2/3) vote of the Directors then serving.

(e) Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

(f) Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to subparagraph (e) in a fair, uniform and reasonable manner consistent with

the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Board if resubmitted.

(g) Design Consultants. The Architectural Review Board may utilize the services of architectural, engineering and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants may, from time to time, represent Persons filing Lot Development Plans with the Architectural Review Board.

(h) Existing Violations of Declaration. The Architectural Review Board shall not be required to consider any Lot Development Plan submitted by an Owner who is, at the time of submission of such Lot Development Plan, in violation of the requirements of the first two sentences of Paragraph 11(h) and/or the provisions of subparagraph (c) of this Paragraph 15, unless such Owner submits to the Architectural Review Board with such Lot Development Plan an irrevocable agreement and undertaking (with such surety as the Board may reasonably require) to remove from the Owner's Lot any improvements or landscaping constructed and/or installed prior to the submission of a Lot Development Plan (or constructed and/or installed in violation of a previously approved Lot Development Plan) to the extent any such previously constructed and/or installed improvement or landscaping is not subsequently approved by the Architectural Review Board. The Architectural Review Board shall have the power to recommend to the Board of Directors that the Corporation assess an Architectural Control Assessment against any Owner who fails to comply with the requirements of Paragraphs 11 or 15. Under no circumstances shall any action or inaction of the Architectural Review Board be deemed to be unreasonable, arbitrary or capricious if, at the time of such decision, the Person having submitted a Lot Development Plan for approval by the Architectural Review Board has violated Paragraphs 11 or 15 of the Declaration and such violation remains uncured.

(i) Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the



evidence and drawing all inferences in favor of the Board, could only conclude that such determination constituted an abuse of discretion.

(j) Liability of Board. Neither the Architectural Review Board, nor any member or agent thereof, nor the Declarant 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. Further, the Architectural Review Board does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

(k) Inspection. Members of the Architectural Review Board may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

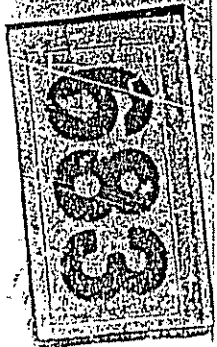
1b. Community Area.

(a) Ownership. The Community Area shall remain private, and neither Declarant's execution or recording of an instrument portraying the Community Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of such Community Area. Declarant or the Corporation may, however, dedicate or transfer all or any part of the Community Area to any public agency, authority or utility for use as roads, utilities, parks or other public purposes.

(b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density of use of the Community Area or any facilities located thereon.

(c) Obligations of the Corporation. The Corporation, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Community Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Community Area in good, clean, attractive and sanitary condition, order and repair.

(d) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Declaration or any Supplemental Declaration executed by Declarant. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. Except as otherwise provided



in a Supplemental Declaration, all Owners may use the Parks and the Commons subject to the reserved rights of Declarant and the Corporation and to the restrictions imposed by this Declaration and any Supplemental Declaration. The Owners of Lots abutting a Lake may use such Lake, but such use shall be limited to fishing and such other uses as may be authorized by resolution adopted by the Board of Directors. No Owner whose Lot does not abut a Lake shall have any right of access to a Lake over any Lot, but only such right of access over such of the Community Area as may be designated by the Board of Directors for such purpose. If Declarant develops the Community Center, Owners shall have such rights of use thereof as may be specified by Declarant or, if title thereto is conveyed to the Corporation, as the Board of Directors may specify.

(c) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Corporation to establish reasonable rules for the use of the Community Area and to charge reasonable admission and other fees for the use of any recreational facilities located in or constituting a part of the Community Area;

(ii) the right of the Corporation to suspend the right of an Owner and all Persons whose right to use the Parks, the Lakes, the Community Center and the Commons derives from such Owner's ownership of a Lot to use such portions of the Community Area for any period during which any Assessment against his Lot remains unpaid for more than thirty (30) days after notice;

(iii) the right of the Corporation to suspend the right of an Owner or any Person claiming through the Owner to use the Parks, the Lakes, the Community Center and the Commons for a period not to exceed sixty (60) consecutive days for any other infraction of this Declaration, any Supplemental Declaration or the Register of Regulations;

(iv) the right of the Corporation to mortgage any or all of the Community Area and the facilities constructed thereon for the purposes of improvements to, or repair of, the Community Area or facilities constructed thereon, pursuant to approval of two-thirds (2/3) of the votes of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), voting in



person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose;

(v) the right of the Corporation to dedicate or transfer all or any part of the Community Area to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), agreeing to such dedication or transfer, has been recorded; and

(vi) the right of Declarant in any Supplemental Declaration or Plat to restrict the use of Community Area located in a Parcel or Section to (a) Owners of Residences located in such Parcel or Section or (b) to other Owners of less than all of the Lots in the Tract.

(f) Additional Rights of Use. The members of the family and the guests of every Person who has a right of enjoyment to the Community Area and facilities may use the Community Area and facilities to the extent of such right subject to such general regulations consistent with the provisions of this Declaration and all Supplemental Declarations as may be established from time to time by the Corporation and included within the Register of Regulations.

(g) Damage or Destruction by Owner. In the event the Community Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Corporation to repair said damaged area; the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

(h) Conveyance of Title. Declarant may retain the legal title to the Community Area or any portion thereof during the course of development of Austin Oaks, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey the Parks, the Lakes and the Commons to the Corporation, free and clear of all liens and financial encumbrances, not later than the Applicable Date. Owners shall have all the rights granted, and



obligations imposed, by this Declaration with respect to the Community Area prior to conveyance, except that the Corporation shall not be liable for payment of taxes and insurance for Community Area until title thereto is conveyed to the Corporation.

17. Easements.

(a) Plat Easements. In addition to such easements as are created elsewhere in this Declaration and as may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of the Applicable County, Lots are subject to drainage easements, sewer easements, utility easements, entry way easements, landscape easements, lake access easements, community area access easements and non-access easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, the Architectural Review Board, public utility companies and governmental agencies as follows:

(i) Drainage Easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Austin Oaks and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant, and by the Architectural Review Board, but neither Declarant nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) Sewer Easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Austin Oaks for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements (UE) are created for the use of Declarant, the Corporation and all public utility companies, not



including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

(iv) Entry Way Easements (EWE) are created for the use by Declarant, the Architectural Review Board and the Corporation for the installation, operation and maintenance of the Entry Ways.

(v) Landscape Easements (LE) are created for the use by Declarant, the Architectural Review Board and the Corporation, at their election, for the planting and maintenance of trees, shrubs and other plantings.

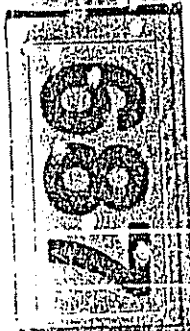
(vi) Lake Access Easements (LAE) are created for the use of Declarant, the Corporation and the Drainage Board for the purpose of gaining access to the Lakes and the Drainage Facilities in the course of maintenance, repair or replacement of any thereof.

(vii) Community Area Access Easements (CAE) are created for the use of Declarant and the Corporation for the purpose of gaining access to the Parks and the Commons in the course of maintenance, repair or replacement thereof.

(viii) Non-Access Easements (NAE) are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements.

All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of the Applicable County, but a paved driveway necessary to provide access to a Lot from a public street and a sidewalk installed by or at the direction of Declarant (and replacements thereof) shall not be deemed a "structure" for the purpose of this Restriction.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Tract for ingress, egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones,



electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Tract and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in a Section except as proposed and approved by Declarant prior to the conveyance of the first Lot in a Section to an Owner or by the Architectural Review Board thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Corporation shall have the right to grant such easement on the Tract without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Tract, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

(c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Community Area in the performance of their duties.

(d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Tract and all Lots therein to the extent necessary to exercise its rights with respect to any legal drain constituting a part of the Drainage System.

(e) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways, Lake Access Easements and Community Area Access Easements provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways, Lake Access Easements or Community Area Access Easements, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(f) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Section, Declarant reserves a blanket easement and right on, over and under the ground within that Section to maintain and to correct drainage of surface water in order to

maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(g) Water Detention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such Owner's Lot.

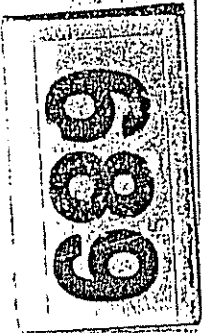
18. Use of Lots During Construction.

(a) By Declarant. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Tract or the Development Area, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales offices. In addition, Declarant reserves the right to maintain a sales office in the Community Center during the period that it is engaged in the sale of Lots in Austin Oaks.

(b) By Builders. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in Austin Oaks may, with the prior consent of Declarant (prior to the Applicable Date) or by the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by Declarant (prior to the Applicable Date) or by the Board of Directors for such reasonable period as Declarant or the Board of Directors may specify. With the approval of Declarant, Lots adjacent to or in proximity to such model home may be used for parking by visitors to such model home.

19. Environmentally Sensitive Areas.

(a) Flora and Fauna. Declarant, in development of Austin Oaks, shall take reasonable care consistent with the development plan for Austin Oaks to minimize damage to fauna and beneficial flora which inhabit and exist in the air, land and waters of the Tract. Thereafter, the Corporation shall take reasonable steps to protect all beneficial flora and fauna which inhabit and exist in the air, land and waters of the Community Area.



(b) Nature Preserve. Declarant shall convey title to the Nature Preserve to the Corporation. The Nature Preserve shall remain undisturbed and maintained in its natural state except to the extent disturbance thereof is required in connection with the installation, repair or replacement of any utility lines, fixtures or facilities located therein, the construction, use, maintenance and repair of any bridge or roadway crossing over or through the Nature Preserve or as may otherwise be permitted by the Indiana Department of Natural Resources or any successor thereto. In no event may a Residence or any structure appurtenant to a Residence be located within the Nature Preserve. The Maintenance Costs of the Nature Preserve shall be assessed as a General Assessment against all Lots subject to assessment.

(c) Nesting Area. Declarant shall not in the course of development of Austin Oaks undertake any construction activity on the Restricted Lots (including streets and infrastructure adjacent to such Lots) during the months of March, April, May, June or July. No permanent structures shall be constructed or maintained on any part of a Restricted Lot which is more than one hundred (100) feet from the right-of-way line of Creekside Pass abutting the front of said Lot. The Owner of a Restricted Lot shall not remove or trim any trees or otherwise disturb the natural state of that part of the Lot located outside the permitted building area on such Lot and within one hundred (100) feet of any Nesting Area without the approval of the Architectural Review Board and then only to the extent required for the public health and safety as determined by the Zoning Authority and approved by the Indiana Department of Natural Resources or any successor governmental authority having jurisdiction over the protection of migratory birds.

20. Enforcement. The Corporation, any Owner, Declarant or the Zoning Authority shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplemental Declarations, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

21. Limitations on Rights of the Corporation. Prior to the Applicable Date, the Corporation may not use its resources nor take a public position in opposition to the

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General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Corporation or identify themselves as acting in the name, or on the behalf, of the Corporation.

22. Approvals by Declarant. Notwithstanding any other provisions hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant: the addition of real estate to the Tract; dedication or transfer of the Community Area; mergers and consolidations of Sections within the Tract or of the Tract with other real estate; mortgaging of the Community Area; amendment of this Declaration and any Supplemental Declaration; and changes in the basis for assessment or the amount, use and time of payment of the Community Area Initial Assessment.

23. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Residence or the Mortgagee shall notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration any Supplemental Declaration, the Articles or the By-Laws (the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

(b) Notices to Mortgagees. The Corporation shall promptly provide to any Mortgagee of whom the Corporation has been provided notice under subparagraph (a) above notice of any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the Community Area;

(ii) Any delinquency in the payment of any Assessment owed by the Owner of any Residence on which said Mortgagee holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;



(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the Community Area appertaining to any Residence or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Residence or (C) the purposes for which any Residence or the Community Area are restricted.

(c) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Residence, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments against the Residence and the Owners, and any Mortgagee or grantee of the Residence shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement.

(d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation.

(e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Community Area or any part thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Community Area in case of a lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

24. Amendments.

(a) Generally. This Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purpose of amending this Declaration and, to the extent required by Paragraph 22, (ii) Declarant.

(b) By Declarant. Declarant hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this

Declaration during the period prior to the Applicable Date. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of the Applicable County. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Residences at the time of such amendment. Declarant shall give notice in writing to Owners, Mortgagees and the Zoning Authority of any amendments. Except to the extent authorized in Paragraph 17(b), Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Declarant has previously conveyed without the consent of the Owner of such Lot.

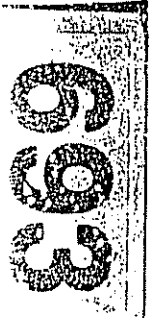
(c) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Boone County, Indiana.

25. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision 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.

26. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those Persons who are then the Owners of a majority of the Lots in the Tract.

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

28. Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or



liabilities under this Declaration except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

29. Surrounding Agricultural Uses. The area surrounding the Tract is predominantly agricultural and the following agricultural uses are permitted by law in such area:

(a) Any activity associated with the production of grain row crops; specialty crop, vegetable, or truck farms; fruit orchards; etc. This includes the operation of farm equipment 24 hours a day if necessary in the fields and on the county roads; application or spraying of typical agricultural fertilizers including manure; application or spraying of typical agricultural herbicides and pesticides; and the on-farm storage of these crops including the operation of silos, grain augers, and grain dryers; and facilities for the sorting or distribution associated with said agricultural crops.

(b) Raising of livestock and the confinement feeding of livestock including but not limited to hogs, cattle, chickens, and turkeys.

(c) Agri-business uses including but not limited to seed research and processing facilities; grain elevators; corporate livestock production; commercial greenhouses; farm implement repair; livestock sale barn; roadside produce stand; plant nursery; and landscape contractor.

No agricultural or agri-business operation shall be or become a nuisance, private or public, by any changed conditions in the vicinity of an agricultural operation as long as (i) no significant change has occurred in the type of operation since it began to operate, and (ii) the operation is not operated in a negligent way as to cause a health and safety hazard to adjacent properties.

IN TESTIMONY WHEREOF, Declarant has executed this Declaration as of the date set forth above.

BRENNICK LAND COMPANY, L.P.

By:


George P. Sweet, General Manager

STATE OF INDIANA)
) *Hamilton* SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Sweet, the General Manager of Brenwick Land Company, L.P., an Indiana limited partnership, who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions for and on behalf of said limited partnership.

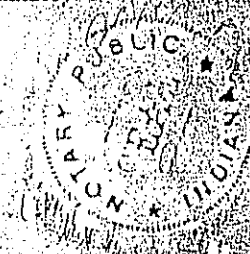
WITNESS my hand and Notarial Seal this 30 day of October, 1995.

My Commission Expires:

May 24, 1999

Marie M. Urick
Notary Public Residing in
Hendricks County, Indiana

Marie M. Urick
(printed signature)



This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

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EXHIBIT A

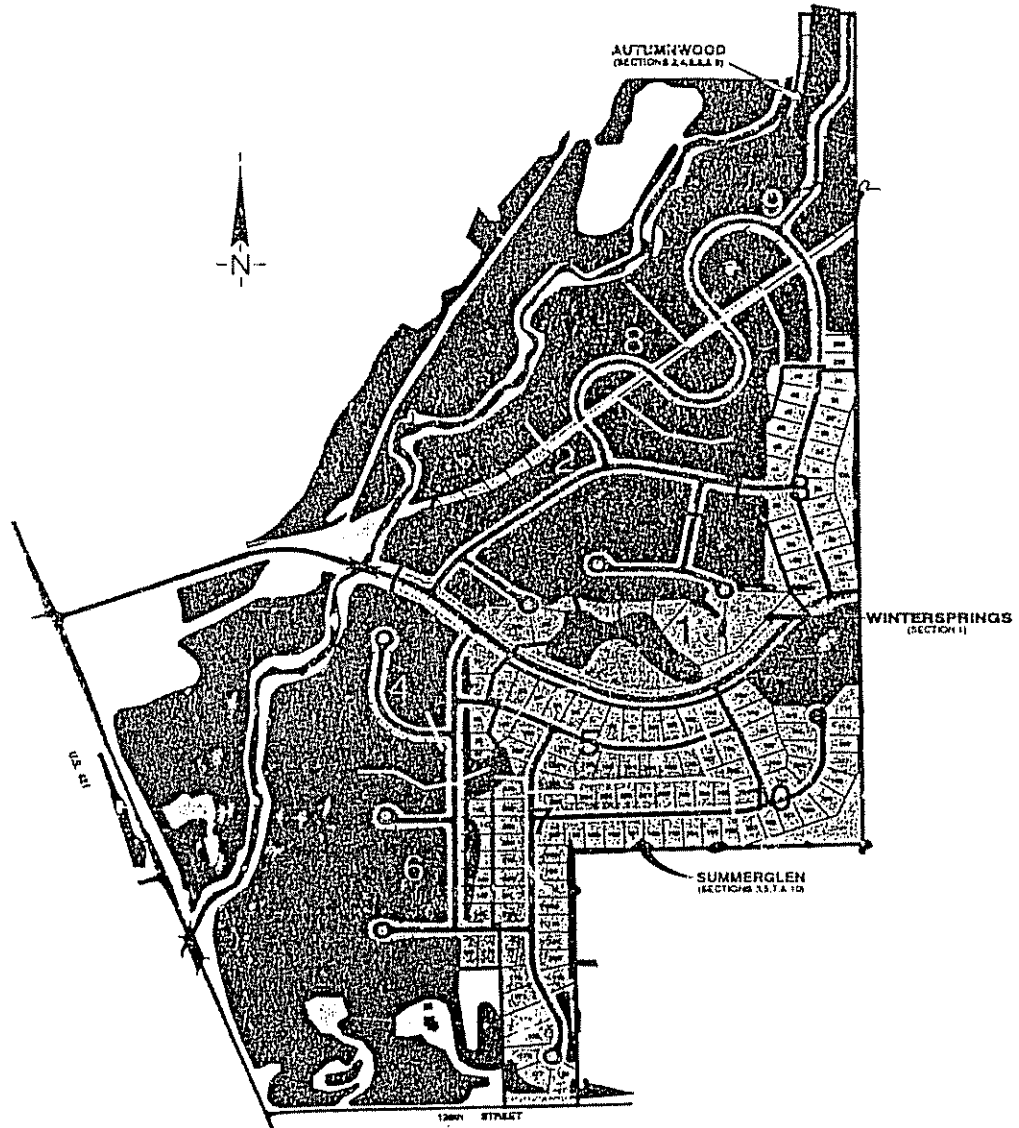
DESCRIPTION OF DEVELOPMENT AREA

Sections 24 and 25, Township 18 North, Range 2 East in Eagle
Township, Boone County, Indiana.

Section 30, Township 18 North, Range 3 East in Clay Township.
Hamilton County, Indiana.

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EXHIBIT B
GENERAL PLAN OF DEVELOPMENT



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Prepared by
S Schneider
Engineering
Corporation

BOOK 156 PAGE 697

EXHIBIT C

DESCRIPTION OF THE TRACT



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