

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
BRIAR CREEK HOMEOWNERS' ASSOCIATION**

Declarant, Briar Creek Development, LLC, an Indiana limited liability company, is the owner of certain real estate in Johnson County, Indiana, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or Additional Land which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

GENERAL PROVISIONS

I. DEFINITIONS

As used in this Declaration, the following terms have the meanings set forth below:

"Annual Assessment" means the amount to be paid to the Association by each Owner annually, as provided in Article IX, Paragraph D.

"Assessments" means, collectively, the Annual Assessments, the Special Assessments, the Lot Assessments, the Lifestyle Annual Assessments and the Lifestyle Special Assessments.

"Association" means the legal entity (and its successors and assigns) formed for the purpose of owning, maintaining, repairing and managing the Common Property, maintaining insurance with respect to the Common Property and maintaining and repairing certain elements located in individually owned areas of the Property on behalf of the Owners as set forth herein. The Association shall be named Briar Creek Homeowners' Association, and shall be formed as an Indiana non-profit corporation or other non-profit entity.

"Association Documents" means the formative documents of the Association, consisting of the articles of incorporation, Code of Regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

"Board" means the board of directors or other management body of the Association.

"Builder" means any party who acquires one or more developed Lots from Developer for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.



“Code of Regulations” means the Code of Regulations of Briar Creek Homeowners’ Association attached hereto as Exhibit E.

“Common Expenses” means expenses incurred in maintaining, repairing and managing the Common Property and maintaining insurance with respect to the Common Property.

“Common Property” or “Open Space” means all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, including but not limited to any common landscaping, street lights, decorative street posts, entry walls, open space, common driveways, bridges, bicycle paths, storm sewer pipes, catch basins, headwalls, manholes, detention/retention facilities and low flow gutters located on the real property owned by the Association. The Common Property includes all portions of the Property other than the Lots and dedicated streets, including the Ponds.

“Conservation Easement Areas” means those areas designated as Conservation Easement Areas on the recorded plat of the Subdivision.

“Lifestyle Annual Assessments” means the amount to be paid to the Association by each Lifestyle Owner, as provided in Article IX, Paragraph G.

“Lifestyle Common Expenses” means expenses incurred in maintaining certain elements located in individually owned areas of the Lifestyle Property on behalf of the Lifestyle Owners as set forth herein and all lawful expenses made by, or incurred on behalf of, the Lifestyle Subassociation.

“Lifestyle Design Review Board” means the board established pursuant to Article V, Paragraph A(2).

“Lifestyle Executive Committee” shall have the meaning set forth in the Code of Regulations.

“Lifestyle Lot” means a discrete parcel of land on the Lifestyle Property identified upon the recorded plat of the Subdivision and any other discrete parcel of land on the Lifestyle Property designated by Developer, excluding the Common Property and any portion of the Lifestyle Property dedicated for public use.

“Lifestyle Owner” means the record owner, whether one or more persons or entities, of fee simple title to a Lifestyle Lot, excluding Developer”. “Lifestyle Owner” does not include persons or entities having an interest merely as security for performance of an obligation.

“Lifestyle Property” means the Property described on Exhibit B attached hereto and such additional real property as may be annexed by amendment to this Declaration and designated as Lifestyle Property, together with all easements and appurtenances thereto.

“Lifestyle Special Assessment” means an assessment levied by the Association against all Lifestyle Lots pursuant to Article IX, Paragraph H.

“Lifestyle Subassociation” shall have the meaning set forth in the Code of Regulations.

"Design Review Board" means the board established pursuant to Article V, Paragraph A. The term "Design Review Board" includes the Traditional Single-Family Design Review Board and the Lifestyle Design Review Board, as applicable.

"Developer" means Briar Creek Development, LLC, and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

"HOA Drainage Easements" means those easements designated as HOA Drainage Easements on the recorded plat of the Subdivision.

"Improvements" means all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including, without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; storm sewer pipes, catch basins, headwalls, manholes, detention/retention facilities and low flow gutters; flagpoles; swimming pools, basketball backboards and hoops, swing sets, playground equipment and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

"Lot" means a discrete parcel of land identified upon the recorded plat of the Subdivision and any other discrete parcel of land designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. The term "Lot" includes both the Traditional Single-Family Lots and the Lifestyle Lots.

"Lot Assessment" means an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including, without limitation, costs associated with making repairs that are the responsibility of the Owners of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

"Manager" means the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

"Member" means any person or entity entitled to membership in the Association as provided for in Article VII.

"Owner" means the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding Developer.

“Owner” includes both Traditional Single-Family Owners and Lifestyle Owners. “Owner” does not include persons or entities having an interest merely as security for performance of an obligation.

“Ponds” means the ponds shown on the Site Plan, which are pan of the Common Property or part of a Lot which pond shall be maintained by the Association for detention / retention purposes.

“Property” means the real property described in Exhibit A, hereto and such additional real property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association. together with all easements and appurtenances thereto.

“Reserve Fund” means the Reserve Fund established pursuant to Article IX, Paragraph A.

“Rules” means the rules and regulations governing use of the Property and the Common Property. as may be established by the Board from time to time pursuant to Article VIII, Paragraph D.

“Site Plan” means the site plan of the Subdivision which is attached hereto as Exhibit D.

“Special Assessment” means an assessment levied by the Association against all Lots pursuant to Article IX, Paragraph E.

“State” means the State of Indiana, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

“Subdivision” means Briar Creek Subdivision, and such additional sections or phases of Briar Creek Subdivision as are hereafter subjected to this Declaration as contemplated by Article II, Paragraph A.

“Traditional Single-Family Design Review Board” means the board established pursuant to Article V, Paragraph A(1).

“Traditional Single-Family Lot” means a discrete parcel of land on the Traditional Single-Family Property identified upon the recorded plat of the Subdivision and any other discrete parcel of land on the Traditional Single-Family Property designated by Developer, excluding the Common Property and any portion of the Traditional Single-Family Property dedicated for public use.

“Traditional Single-Family Owner” means the record owner, whether one or more persons or entities, of fee simple title to a Traditional Single-Family Lot, excluding Developer. “Traditional Single-Family Owner” does not include persons or entities having an interest merely as security for performance of an obligation.

“Traditional Single-Family Property” means the real property described on Exhibit C.

“Turnover Date” means the first date as of which Developer has conveyed all of the Lots in the Subdivision, or, if applicable, such earlier date as of which Developer relinquishes its right under the Association Documents to appoint any members of the Board.

II. APPLICABILITY

A. This Declaration shall apply to the entire Property. If Developer acquires and/or develops additional parcels adjacent to the Property, in proximity to the Property and/or part of an overall development plan including the Property, Developer may annex said additional parcels to, and declare them to be, subsequent sections or phases of Briar Creek Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional sections or phases of development. Such additional sections or phases of development may be used for single-family residential, multi-family residential, commercial or mixed-use purposes. As to each additional section or phase of Briar Creek Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such section or phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such section or phase. The modifications and/or supplemental provisions applicable to different sections or phases of Briar Creek Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other sections or phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer shall create the Association for the purpose of carrying out and performing certain obligations as described herein. The Association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, this Declaration. Developer or the Association may create sub-associations or equitably allocate the governance of the Association with respect to discrete portions of the Subdivision, whether related or connected by geography, product type, property type or such other characteristics as Developer or the Association may reasonably determine.

III. GOALS

The easements, covenants, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

- A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a single-family residence. No Improvements may be constructed on any Traditional Single-Family Lot until and unless the plans therefor have been approved by the Traditional Single-Family Design Review Board (or Developer if no Traditional Single-Family Design Review Board has been established). No Improvements may be constructed on any Lifestyle Lot until and unless (i) the plans therefor have been approved by the Lifestyle Design Review Board (or Developer if no Lifestyle Design Review Board has been established) or (ii) the house plan and general landscape package therefor have been preapproved by the Developer.
- B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules. Without limiting the generality of the above provisions of this Paragraph, no Owner shall remove, cut, trim, transplant or otherwise disturb any of the trees on the Common Property.
- C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This Paragraph shall not be construed so as to prohibit Developer from construction activities consistent with its residential construction practices.
- D. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by Builder while marketing the Lots for sale; (ii) street and identification signs installed by the Association or Developer; (iii) one temporary real estate sign on each Lot that is for sale similar in character to the marketing signs installed by Builder and approved by Developer, not to exceed six square feet in area, advertising that such Lot is for sale; and (iv) identification and warning signs installed by the Association with respect to the Ponds.
- E. Animals. No animals, livestock or poultry of any kind shall be raised, bred, accepted or permitted to remain on any Lot, except that each Lot shall be permitted dogs, cats or other ordinary domesticated household pets not totaling more than three (3), provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall not be permitted to reside outside of the principal residence between dusk and dawn, nor shall they be permitted to create a nuisance by residing on the Property, as determined by the Board.

- F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.
- G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property without the prior written approval of the Board.
- H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including, without limitation, sheds or barns.
- I. Hotel/Transient Uses Leases. No Lot may be used for hotel or transient uses, including, without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.
- J. Vehicles. The Board may create and enforce reasonable rules concerning the parking of any vehicle permitted on the Common Property or the streets of the Subdivision. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board may cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any street of the Subdivision or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period; provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans and any vehicle other than any light pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.
- K. Trash. Except for the reasonably necessary activities of Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view.
- L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, except that this restriction shall not apply to satellite dishes with a diameter less than thirty-six (36) inches, erected or installed to minimize visibility from the street which the dwelling fronts and approved by the Developer or applicable Design Review Board.
- M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Tree. Developer or Builder shall install street trees on each Lot along the street in front of each Lot. Each Owner shall, at such Owner's expense, care for, and, if necessary, replace such tree or trees on or in front of such Owner's Lot with a like type of tree as designated by the Developer.

P. Mailbox. Developer has designated either a cluster style mailbox design a curbside mailbox for each Lot with a uniform design for the Subdivision. If a mailbox is damaged, destroyed or deteriorates, then the applicable Builder or Owner, at such Builder or Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights. All yard lights and, if applicable, lamp posts, shall conform to the standards established by the applicable Design Review Board as set forth in the lighting district, if established, set up by Clermont County and the Developer. No exterior lighting may be installed without prior approval. Exterior and flood lighting must be directed or shielded in a manner to prevent intrusion on adjoining properties. Exterior lighting must be oriented in a manner which does not jeopardize public safety. Lighting which interferes with motorists and/or pedestrians is prohibited. Exterior strobe lights are prohibited. Mercury vapor yard lights in excess of 50 watts are prohibited. Christmas lights may be erected no sooner than six weeks prior to and removed no later than four weeks after Christmas. The front elevation of each home must incorporate either one attached exterior light on a photocell or a front yard lamp post on a photocell.

R. Fencing. Fencing shall not be allowed on the Lifestyle Lots (except Lifestyle Lots shall be able to install a privacy panel between two Lifestyle Lots in the patio areas only) and shall only be allowed on the Traditional Single-Family Lots. The Design Review Board may establish standards according to which fencing and walls may be permitted in the Subdivision. The authority of the Design Review Board with respect to fencing and walls shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain areas. All fencing and walls shall conform to the standards set forth by the Design Review Board, and shall be approved by the Design Review Board, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

1. Property boundary fences shall be black aluminum "wrought iron" type and shall match in size, shape, color and spacing that which is used throughout the development. Walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other wire fencing be permitted.
2. No fence shall be constructed in excess of forty-eight inches (48") above finished grade (with exception of the privacy panel described for the Lifestyle Lots above; provided, however, that if a governmental agency exercising jurisdiction over the

property on which the fence is to be constructed requires a minimum height in excess of 48” for safety reasons (i.e. swimming pool enclosure), such fence may exceed 48” above finished grade, but only to the extent necessary to meet the governmentally required minimum.

3. Fences shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat. except for ornamental railings, walls or fences not exceeding three feet (3’) in height which are located on or adjacent to entrance platforms or steps.
4. Swimming pool fencing shall be reviewed and approved on a Lot by Lot basis. No chain link fencing is permitted. All swimming pool fencing shall meet state and local safety requirements. Approval may require landscaping to shield the view of the pool fencing from others. Approval by the Design Review Board does not indicate compliance with state and local safety requirements.
5. No fencing or privacy panels shall be installed without prior approval of the appropriate Review Board.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot, except that this Article IV, Paragraph 5 shall not be intended to prohibit the installation of a hot tub or sauna.

T. Basketball Equipment. Basketball backboards and rims may not be mounted to the front or side of a residence. Any basketball backboard and rim on a Lot must be perpendicular to the street and shall be subject to the approval of the Design Review Board as provided in Article IV, Paragraph A. Basketball backboards and rims which are designed to be temporary and movable may be used on Lots for their intended purposes, provided the same are stored out of view when not in use.

U. Ponds. If Ponds exist on the Site Plan, then the Ponds shall be available for the use and enjoyment of the Owners, subject to the terms and conditions of this Declaration and subject to the Rules, provided that access to the Ponds shall only be permitted through the Common Property. The use of the Ponds shall be subject to the following restrictions (in addition to other terms and conditions of this Declaration applicable thereto):

1. No Owner shall use a Pond in a manner that unreasonably interferes with (a) the use and enjoyment of such Pond by another Owner or (b) the use and enjoyment of any Lot. The Ponds shall not be used after dark.

2. No Owner shall erect any structure, barrier or fence in a Pond or unreasonably obstruct the flow of water to or through a Pond. The prohibition against structures includes docks, rafts and other similar structures.
 3. No swimming shall be permitted in the Ponds.
 4. No boats, rafts or homemade vessels shall be permitted in or on a Pond.
 5. No commercial use of any kind may be made of a Pond.
 6. No noxious, hazardous or offensive substance or trash or debris shall be discharged or permitted to be discharged in any Pond, stream or drainage swale.
 7. No water shall be withdrawn from a Pond by any Owner so as to materially lower the level of the Pond.
 8. Developer shall have no obligation to maintain, clean or repair the Ponds nor any liability for personal injury or property damage arising by Developers actions or omissions with respect to the Ponds. The Ponds shall be maintained by the Association.
 9. The use of the Ponds, streams or drainage swales shall be subject to the laws, rules and regulations of all applicable governmental authorities.
 10. A Detention / Retention area located on or within a Lot requires that the Owner of said Lot shall place proper soil and erosion controls required by the Developer during the home construction stage which shall include, but is not limited to, the use of sod in the rear and side yard areas to avoid erosion and silt in said detention / retention area.
- V. Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring Lot or the street.
- W. Clothes Drying. No outdoor clothes drying apparatus of any sort shall be permitted.
- X. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. All landscape must be kept maintained and free of weeds and debris. The Developer or the Association shall have the right to determine compliance with maintenance standards and to assess any Owner for the cost of mowing or clean-up of Lots and maintenance of landscape in the event that the Owner fails to do so. The front yards within a Lot must be sodded unless an in-ground irrigation system is installed, in which case hydroseeding is permitted. The rear and side yards within a Lot may be sodded or seeded.
- Y. Construction. During any construction, each contractor shall be responsible for keeping the streets and adjacent Lots clean and free of debris.

Z. Swing Sets and Playground Equipment.

1. The process for approval of swing sets and playground equipment shall include a review of the following criteria:
 - a. Size;
 - b. Materials;
 - c. Color;
 - d. Location (including visibility from the street and adjoining Lots); and
 - e. Effect of use (including noise, endangerment, etc.).

All approval requests must be in writing and must be accompanied by a sketch containing all of the above information.

2. Size and Design. The base area of the swing set or playground equipment on any Traditional Single-Family Lot shall be confined to a rectangular area of eight hundred (800) square feet or less and the base area of the swing set or playground equipment on any Lifestyle Lot shall be confined to a rectangular area of three hundred (300) square feet or less. Not more than one (1) playground area is permitted for each Lot. Swing sets and playground equipment located on any Traditional Single-Family Lot shall not exceed twelve (12) feet in height and swing sets and playground equipment located on any Lifestyle Lot shall not exceed eight (8) feet in height. All swing sets and playground equipment shall be contained within a constructed prepared area using approved materials and shall contain required mulch, gravel, sand, shredded rubber and/or other materials approved by the Design Review Board to fill and provide ground cover within the playground area. Grass, dirt and natural earth surface are prohibited within or under swing sets and playground equipment.
3. Materials. The principal part of the swing set or playground equipment shall be of wood and/or polyvinyl only. Steel parts may be included. Plastic parts such as swing seats, slides and rings are permitted. Canvas or plastic tent canopies are permissible.
4. Metal Swing Sets and Trampolines. Metal swing sets are prohibited on all Lots. Trampolines are prohibited on Lifestyle Lots.
5. Color. The swing set or playground equipment shall be stained or painted an earth tone color or a color compatible with the surroundings.
6. Location. On Lots that are not corner Lots, swing sets and playground equipment shall be at least fifteen (15) feet from any property line. On corner Lots, swing sets

and playground equipment shall be at least fifteen (15) feet from any property line and at least fifteen (15) feet behind the building line on the street side of the Lot. In all other cases, any swing set and playground equipment shall be at least twenty (20) feet behind the home.

7. Landscaping. The Design Review Board or the Developer (if the Developer is acting as the Design Review Board pursuant to the terms of the Declaration) may require as part of an approval the placement of evergreen trees or other screening.
8. Storage. The use of any swing set or playground equipment for the storage of any items other than children's play equipment is prohibited.
9. Portable Play Equipment. Portable play equipment (e.g. slides, swings, houses, etc.) shall be stored in a location not visible from the street or any neighboring Lot when not in use.

AA. Nature Preservation. Natural growth on all Lots shall be preserved and no coniferous trees in excess of 7 feet in height, deciduous trees greater than 2 inches in caliper (Diameter at Breast Height) or tree limbs in excess of 2 inches in diameter shall be cut, removed or destroyed without the consent of the Board (or, if prior to the Turnover Date, the Developer) unless such tree is dead, diseased or unsafe. All trees shall be kept in their natural state and no tree house, tree ladder or tree swing may be added to any tree. Any approved pruning or cutting shall be done by qualified arborists or other competent landscape professionals. No activity, other than the removal of diseased, dead or dangerous trees, plants or other vegetation, as determined by a professional arborist, may occur within the Conservation Easement Areas. Such removal shall be done only by qualified arborists or other competent landscape professionals at the direction of the Association and shall not be performed by or at the direction of an Owner.

V. ARCHITECTURAL STANDARDS

A. Design Review Boards.

1. Traditional Single-Family Design Review Board.

- a. The Traditional Single-Family Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Traditional Single-Family Design Review Board at will, and may elect, in the exercise of its sole discretion, to act itself as the Traditional Single-Family Design Review Board in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members of the Traditional Single-Family Design Review Board at will. If no Association exists at any time after the Turnover Date, the Traditional Single-Family Design Review Board shall consist of three (3) members

elected by the Traditional Single-Family Owners, at an annual election at which the Traditional Single-Family Owner(s) of each Traditional Single-Family Lot shall have one vote (one vote per Traditional Single-Family Lot, regardless of the number of Traditional Single-Family Owners). The then current Traditional Single-Family Design Review Board shall handle the administration of the election, pursuant to which the new Traditional Single-Family Design Review Board members are to be elected, each for a term of one year.

- b. Subject to the Briar Creek Planned Unit Development requirements, the Traditional Single-Family Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Traditional Single-Family Property. All architectural standards established by the Traditional Single-Family Design Review Board shall be subject to approval by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the architectural standards within seven (7) calendar days of the Board's receipt of such architectural standards, the Board shall be deemed to have approved such architectural standards. Each Traditional Single-Family Owner covenants and agrees, by acceptance of a deed to a Traditional Single-Family Lot, to comply with, and to cause his/her Traditional Single-Family Lot and any occupant thereof to comply with, the standards promulgated by the Traditional Single-Family Design Review Board. No Improvement shall be placed, erected or installed on the Traditional Single-Family Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted on the Traditional Single-Family Property without, until and unless the Traditional Single-Family Owner first obtains the written approval thereof of the Traditional Single-Family Design Review Board and otherwise complies with the provisions of this Declaration. The approval of such Improvement, construction and/or planting or removal of plants, trees or shrubs by the Traditional Single-Family Design Review Board shall be subject to final approval by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the same within seven (7) calendar days of the Board's receipt of such approval request, the Board shall be deemed to have approved such Improvement, construction and/or planting or removal of plants, trees or shrubs.

2. Lifestyle Design Review Board.

- a. The Lifestyle Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Lifestyle Design Review Board at will, and may elect, in the exercise of its sole discretion, to act itself as the Lifestyle Design Review Board in lieu of appointing individuals. After the Turnover Date, the Lifestyle Executive Committee shall serve as the Lifestyle Design Review Board. If no Lifestyle Executive Committee exists at any time after the Turnover Date, the Lifestyle Design Review Board shall consist of three (3) members elected by the Lifestyle Owners, at an annual election at which the Lifestyle Owner(s) of each Lifestyle Lot shall have one vote (one vote per Lifestyle Lot, regardless of the number of Lifestyle Owners). The then current Lifestyle Design Review Board shall handle the administration of the election, pursuant to which the new Lifestyle Design Review Board members are to be elected, each for a term of one year.
- b. Subject to Briar Creek Planned Unit Development requirements, the Lifestyle Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Lifestyle Property. All architectural standards established by the Lifestyle Design Review Board shall be subject to approval by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the architectural standards within seven (7) calendar days of the Board's receipt of such architectural standards, the Board shall be deemed to have approved such architectural standards. Each Lifestyle Owner covenants and agrees, by acceptance of a deed to a Lifestyle Lot, to comply with, and to cause his/her Lifestyle Lot and any occupant thereof to comply with, the standards promulgated by the Lifestyle Design Review Board. No Improvement shall be placed, erected or installed on the Lifestyle Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted on the Lifestyle Property without, until and unless the Lifestyle Owner first obtains the written approval thereof of the Lifestyle Design Review Board and otherwise complies with the provisions of this Declaration. The approval of such Improvement, construction and/or planting or removal of plants, trees or shrubs by the Lifestyle Design Review Board shall be subject to final approval by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does

not approve or disapprove the same within seven (7) calendar days of the Board's receipt of such approval request, the Board shall be deemed to have approved such Improvement, construction and/or planting or removal of plants, trees or shrubs.

B. Modifications. Except as otherwise provided in this Declaration, the Traditional Single-Family Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Traditional Single-Family Property and the Lifestyle Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Lifestyle Property. No person shall construct any Improvement on any Lot, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, Without the prior written consent of the applicable Design Review Board, which is subject to the approval of the Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the applicable Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Boards shall have the authority to grant reasonable variances from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; provided that, in such Design Review Board's judgment, the variance is in the best interest of the community; and provided further that such variance is approved by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the variance within seven (7) calendar days of the Board's receipt of the proposed variance, the Board shall be deemed to have approved such variance. No variance granted pursuant to this Paragraph shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Improvements by Developer. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by Developer shall be deemed to comply in all respects with the requirements of the applicable Design Review Board.

E. Architectural Standards and Design and Development Guidelines. No Improvement shall be placed, erected or installed on the Property unless the same is in accordance with the applicable Architectural Standards and Design and Development Guidelines and has been approved by the applicable Design Review Board. The Architectural Standards and Design and Development Guidelines may be amended from time to time by the applicable Design Review Board (or the Developer, if acting as the Design Review Board) as provided herein.

VI. EASEMENTS AND LICENSES

- A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from such Owner's Lot, which rights shall be appurtenant to, and shall pass with the title to, such Owner's Lot, subject to the terms and conditions of this Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, occupants, guests and invitees.
- B. Right of Entry. The duly authorized agents, officers, contractors and employees of the Association or the Developer shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's or Developer's rights or obligations set forth in this Declaration. The Association or Developer may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. The Association may enter any Lifestyle Lot to perform its maintenance obligations hereunder with respect to such Lifestyle Lot at any time without notice.
- C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining and operating poles, pipes, conduits, wires, ducts, cables and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the use and enjoyment of any Lot. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable or material burden or cost upon a Lot; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or Withheld).
- D. Landscape Easements. The areas marked as "Open Space" on the Site Plan or recorded plat of the Subdivision and the areas of the Lifestyle Lots outside of any single-family residence constructed thereon represent portions of the Property over, across, under and through which Developer reserves landscape easements for itself and the Association for the purpose of constructing, installing, inspecting, maintaining, repairing, altering and replacing landscaping, including but not limited to trees, shrubs, bushes, ground cover, grasses and other plant materials, sidewalks, lighting, landscaping irrigation and related improvements, with a full right of ingress and egress over, across, under and through the landscape easement areas. Unless indicated otherwise on the Site Plan, the landscape easement areas are also No-Build Zones (notwithstanding approved improvements per section IV). The landscape easement areas may be on parts of

individual Lots instead of on Common Property. Whether the landscape easement areas are on Common Property or individual Lots, the Association shall be responsible for the ordinary care and maintenance of the landscape easement areas.

E. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

F. Conservation Easements. Conservation easements have been established on the recorded plat of the Subdivision. No activity, other than the removal of diseased, dead or dangerous trees, plants or other vegetation, as determined by a professional arborist, may occur within the Conservation Easement Areas. A non-exclusive easement is hereby granted to the Association for the purpose of the removal of diseased, dead or dangerous trees, plants or other vegetation located in the Conservation Easement Areas, with a full right of ingress and egress over, across, under and through the Conservation Easement Areas. The Conservation Easement Areas shall be No-Build Zones. The Conservation Easement Areas may be on parts of individual Lots instead of on Common Property. Whether the Conservation Easement Areas are on Common Property or individual Lots, the Association shall be responsible for the ordinary care and maintenance of the Conservation Easement Areas.

G. HOA Drainage Easements. The Board of County Commissioners of Clermont County does not accept any private drainage easements shown on the recorded plat of the Subdivision. Clermont County is not obligated to maintain or repair any channels or installations in said easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot. Maintenance of all drainage structures and development Improvements within the HOA Drainage Easements (aka HOA & Drainage Easements) and the easements for stormwater retention/detention shall be the responsibility of the Association as provided for in this Declaration and in accordance with the standards and specifications of the Clermont County Engineer. Within the easement area, no structure, planting or other material shall be placed or permitted to remain which may obstruct, retard, or change the direction of the water flow.

H. Reservation of Special Easements. The areas marked by shading, special outlining or cross-hatching on the Site Plan or recorded plat of the Subdivision, if any, identify and represent portions of the Property over, across, under and through which Developer reserves Special Easements for the purpose of constructing or repairing Improvements or conveying rights deemed by Developer to be beneficial to the Property. Unless indicated otherwise on the Site Plan, the Special Easement areas are also No-Build Zones. The Special Easement areas may be on parts of individual Lots instead of on Common Property. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area unless otherwise specifically provided on the Site Plan or on the recorded plat of the Subdivision. If special fencing, landscaping, storm sewer pipes, catch basins, headwalls, manholes, storm water detention/retention facilities, low flow gutters, or community safety or entry

features are constructed in a Special Easement area by Developer, the State or the Association, the responsibilities of the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof shall not exceed ordinary grass cutting, trimming and watering around such Improvements except as otherwise provided for herein. Nothing contained in this Paragraph shall require that Developer reserve or establish Special Easements, and the Developer shall have the right to establish Special Easements which are in the best interest of the community for maintenance, repair, replacement or use.

I. No-Build Zones. Any areas designated on the recorded plat of the Subdivision, in prior deed restrictions, in this Declaration or on the Site Plan as "No-Build Zones" and/or "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements other than Improvements consistent with the purpose of an above specified easement (e.g. utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes may be placed in utility easements; trees, hedges, shrubs and other forms of landscaping may be placed in landscape easements; etc.). Notwithstanding the foregoing, driveways serving single-family residences (including both those within and without the Subdivision) may be placed in easement areas that are No-Build Zones with Developer's prior written consent. In vegetated No-Build Zones (other than Conservation Easement Areas), the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and Watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof.

J. Easement for the Association. The Association, its agents, employees and contractors are hereby granted an easement on, over, in, under and through each Lifestyle Lot to perform its obligations pursuant to this Declaration.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership in the Association is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership in the Association per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Owners real or personal property, or any interest therein, as part of the Common Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Association shall not remove, cut, trim, transplant or otherwise disturb any of the trees in the Common Property, other than in conjunction with the proper maintenance of the Common Property. The Association shall keep separate books and records for expenses incurred by the Association solely in connection with the Lifestyle Property.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm sewer pipes, catch basins, headwalls, manholes, storm water detention/retention facilities, low flow gutters, mounding, fencing and any other improvements that benefit the Property.

D. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violation of the Rules, including, without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege

reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Manager. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any such management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain adequate blanket property insurance, liability insurance and, if applicable, flood insurance covering all of the Common Property in an amount as is commonly required by prudent institutional mortgage investors.
2. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.
3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Article IX, Paragraph E to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any such condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books. Records. Subject to any limitations provided by the laws of the State, upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

J. Lifestyle Lots. The Association shall be responsible for the ordinary care and maintenance of the landscaping located within that portion of the Lifestyle Lot lying outside the foundation of any single-family residence located thereon as set forth herein. Such maintenance shall include lawn cutting; driveway and walkway edging; lawn weed control; lawn fertilization; once annually removal/spraying of weeds in landscape beds; once annually trimming of all landscape plants; spring mulching and mid-summer mulch turning for landscape beds up to 800 square feet in size (a separate charge will be assessed for landscape beds in excess of 800 square feet); and the activation and winterization of any lawn irrigation system installed in compliance with Association requirements. The Association shall also be responsible for snow removal and ice control treatment above one inch per occurrence for the driveway. The Association shall only be responsible for those specific items of maintenance set forth herein and shall not be responsible for any maintenance not enumerated in this Article VIII, Paragraph J. All other maintenance, repair and replacement of the landscaping on a Lifestyle Lot shall be the responsibility of the Lifestyle Owner. Notwithstanding the foregoing or anything contained herein to the contrary, each Lifestyle Owner shall be responsible for the trimming and maintenance of all landscape plants located on his/her Lot and shall be required to use the dark mulch selected by the Association unless the Association approves otherwise. The Association shall have no maintenance and repair obligations with respect to any Lifestyle Lot containing a market or model home of a Builder.

IX. ASSESSMENTS

A. Reserve Funds. The Board may establish a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and maintaining, repairing and managing the Common Property and maintaining insurance with respect to the Common Property.

B. Initial Reserve Fund Contribution. In addition to the Annual Assessments, Special Assessments, Lot Assessments, Lifestyle Annual Assessments and Lifestyle Special Assessments to be paid hereunder, each Owner (including both Traditional Single-Family Owners and Lifestyle Owners) shall, at the time of the initial purchase of a Lot improved by a single-family residence from the Developer, a Builder or any previous Owner, pay to the Association a sum to be determined by the Board, which sum shall be deposited into the Reserve Fund. This Reserve Fund contribution shall be paid by the Owner notwithstanding the fact that the preceding Owner may have made a prior Reserve Fund contribution and paid prior Annual Assessments to the Association on the Lot being sold pursuant to the Declaration. As of the date of this Declaration, the Reserve Fund contribution is \$350.00 per Lot improved by a single-family residence. Such amount may be adjusted or modified by the Board as it deems necessary in its discretion. Notwithstanding the foregoing, no such Reserve Fund contribution shall be levied in connection with the transfer of a Lot improved by a single-family residence (i) by a co-Owner to any person who was a co-Owner immediately prior to such transfer, (ii) to the Owner's estate, surviving spouse or child upon the death of the Owner. or (iii) to a lender pursuant to a mortgage, deed-in-lieu of foreclosure or upon foreclosure of a mortgage.

C. Types of Assessments. Except as set forth below, Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; (iii) Lot Assessments, (iv) with respect to the Owners of Lifestyle Lots only, Lifestyle Annual Assessments and (v) with respect to the Owners of Lifestyle Lots only, Lifestyle Special Assessments. Because the Lifestyle Owners are benefitted by the amenities of the entire Subdivision, in addition to the Lifestyle Annual Assessments and the Lifestyle Special Assessments, the Assessments payable by the Lifestyle Owners shall include Annual Assessments and Special Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning such Owners Lot. Annual Assessments and Special Assessments shall be at a uniform rate for all Lots. Lifestyle Annual Assessments and Lifestyle Special Assessments shall be at a uniform rate for all Lifestyle Lots.

D. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the operation of the Association (which may include amounts, if any, for the Reserve Fund as may be determined by the Board), and shall assess each Owner of a Lot improved by a single-family residence which has been conveyed from the Developer or a Builder to a third party purchaser an Annual Assessment equal to such estimated expenses divided by the total number of Lots improved by single-family residences which have been conveyed from the Developer or a Builder to a third party purchaser. The Annual Assessments shall be due and payable in installments as established by the Board. If the Board determines that the estimate that formed the basis for the Annual Assessments is inaccurate, the Board may revise such estimate and the resulting Annual Assessments, in which event the remaining installments of such Annual Assessments shall be adjusted accordingly. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. As of the date of this Declaration, the Annual Assessment is \$300.00 per year and continue thereafter, as the same may be adjusted or modified by the Board as it deems necessary in its discretion. Notwithstanding the foregoing to the contrary, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and may pay any deficit incurred in operating the Association and maintaining, repairing and operating the Common Property and maintaining insurance with respect to the Common Property.

E. Special Assessments. The Board may levy against the Lots a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum as defined in the Code of Regulations must be present at any such meeting.

F. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including, without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) Written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits such Owner's family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

G. Lifestyle Annual Assessments. The Board shall annually estimate the Lifestyle Common Expenses it expects the Association to incur in the Associations next ensuing fiscal year based on the level of service required by the Lifestyle Executive Committee (as approved by the Board), and shall assess each Owner of a Lifestyle Lot a Lifestyle Annual Assessment equal to such estimated Lifestyle Common Expenses divided by the total number of Lifestyle Lots. The Lifestyle Annual Assessments shall be in addition to the Annual Assessments and shall be due and payable in installments as established by the Board. If the Board determines that the estimate that formed the basis for the Lifestyle Annual Assessments is inaccurate, the Board may revise such estimate and the resulting Lifestyle Annual Assessments, in which event the remaining installments of such Lifestyle Annual Assessments shall be adjusted accordingly. The Lifestyle Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. As of the date of this Declaration, the Lifestyle Annual Assessment is \$1,260.00 per year (\$105.00 per month). In no event shall the Lifestyle Annual Assessment exceed \$130.00 per month during the three (3) year period after the date of this Declaration. Notwithstanding the foregoing to the contrary, prior to the Turnover Date, Developer may elect to pay the Lifestyle Annual Assessments applicable to Lifestyle Lots owned by Developer or in lieu thereof, not pay such Lifestyle Annual Assessments and may pay any deficit incurred in maintaining and repairing the Lifestyle Lots.

H. Lifestyle Special Assessments. The Board may levy against the Lifestyle Lots a Lifestyle Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures in connection with the Lifestyle Property and not projected to be paid out of reserves; provided that any such Lifestyle Special Assessment shall have the assent of two-thirds (2/3) of Members who own Lifestyle Lots who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Lifestyle Special Assessment shall be sent to all Members who own Lifestyle Lots not less than 30 days nor more than 60 days in advance of the meeting. A quorum as defined in the Code of Regulations must be present at any such meeting.

I. Remedies.

1. Late Charge: Acceleration. If the initial Reserve Fund contribution or any Assessment remains unpaid for 10 days after all or any pan thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of \$25.
2. Liability for Unpaid Assessments. The initial Reserve Fund contribution and each Assessment or installment thereof, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the personal obligation of the applicable Owner(s) beginning on the date the same becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent initial Reserve Fund contribution or Assessment. An Owner's personal obligation for a Lot's delinquent initial Reserve Fund contribution or Assessments shall also be the personal obligation of such Owner's successors in title who acquire an interest after any initial Reserve Fund contribution or Assessment becomes due and payable, and both such Owner and such Owner's successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent initial Reserve Fund contribution or Assessment nor prohibit the Association from foreclosing that Lien.
3. Liens. All unpaid initial Reserve Fund contributions and Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the initial Reserve Fund contribution or Assessment was levied. If any initial Reserve Fund Contribution or Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that initial Reserve Fund contribution or Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the initial Reserve Fund contribution or Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The initial Reserve Fund contribution or Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless

the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for the initial Reserve Fund contribution and Assessments provided for in this Paragraph shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters: Use of Common Property. If any initial Reserve und contribution or Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to such Owner's Lot, shall be suspended until such initial Reserve Fund contribution or Assessment is paid.

X. MAINTENANCE

A. Maintenance of Common Property by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and other flora, structures, pathways and Improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. With respect to any public bridges located on the Property, the Association shall be responsible for the maintenance, repair and replacement of all decorative stone work, brick work, landscaping, lighting and other items that are not standard for public bridges in Johnson County, Indiana pursuant to the terms of a separate agreement between the Association and the Johnson County Engineer. The Association shall not disturb any of the trees in the Common Property, other than in conjunction with the proper maintenance of the Common Property.

B. Maintenance of Conservation Easement Areas by Association. The Association shall maintain the Conservation Easement Areas. The Association shall not disturb any of the trees, plants or other vegetation in the Conservation Easement Areas, other than in conjunction with the maintenance of the Conservation Easement Areas in accordance with Article VI, Paragraph F hereof.

C. Maintenance by Owner. Unless otherwise expressly provided herein, each Owner or occupant shall repair, replace and maintain in good order and condition, at such Owner's expense, portions of, improvements to, structures on, and equipment and components used in connection with, such Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at such Owner's own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of such Owner's Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

D. Right of Association to Repair Lot. If any Owner fails to maintain such Owner's Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary

to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

E. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

F. Maintenance of Lifestyle Lots by Association. To provide and maintain the exterior harmony of the Lots located on the Lifestyle Property, the Association shall maintain the landscaping located within that portion of the Lifestyle Lot in accordance with Section VIII (J) herein. Planting or gardening shall be allowed, and hedges or walls shall be permitted to be erected upon a Lifestyle Lot provided that they are allowed or installed in accordance with the initial construction or the approved initial construction plans of the single-family residence, or as approved by the Lifestyle Design Review Board or Developer, as applicable. If such Improvements are made to a Lifestyle Lot, then such Improvements must be maintained by the Owner of the Lifestyle Lot benefited in a manner acceptable to the Board. In the event the Owner shall fail to maintain such Improvements in a manner acceptable to the Board, the Board shall have the right to remove the Improvement and restore the Lifestyle Lot to a condition compatible with the remainder of the Lifestyle Property. The cost of such removal and restoration shall be charged to the Owner as a Lot Assessment in accordance with Article IX, Section F above. In the event such repair, maintenance and/or replacement results from the willful act, omission neglect or destruction by an Owner or the guest of such Owner, the Board shall have the right to charge the cost of such repair, maintenance and/or replacement to such Owner by a Lot Assessment in accordance with Article TX, Section F above. Determination of whether repair or maintenance is the obligation of the Association, or if the repair or maintenance is necessary, shall rest solely with the Board, which will have the sole responsibility for determining the kind and type of materials used in such repair and maintenance. All other Lifestyle Lot maintenance or repair shall be the sole responsibility of, and at the sole expense of, the Owner of such Lifestyle Lot. Notwithstanding anything contained herein to the contrary, the Association shall have no maintenance and repair obligations with respect to any Lifestyle Lot containing a market or model home of a Builder.

MISCELLANEOUS TERMS

XI. MISCELLANEOUS

A. Term: Binding Effect. This Declaration shall be effective for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office, and thereafter, unless terminated by a recorded instrument executed by a majority of the Owners, shall automatically renew forever for successive periods of 10 years each. This Declaration shall be binding upon and inure to the benefit of Developer, the Owners, and their respective heirs, legal representatives, successors and assigns, and shall run with the land.

B. Enforcement: Waiver. This Declaration may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments.

1. By Developer. Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose easements, covenants, conditions and restrictions upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of the United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in Writing. No amendment may remove, revoke or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the tight and power, but neither the duty nor the obligation, in its sole and

absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. Such additional property may be used for single-family residential, multi-family residential, commercial or mixed-use purposes. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

2. By Owners. After the Turnover Date, this Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of the Owners. The Board or any Owner wishing to submit an amendment to the Owners as a group shall furnish the Owners with such proposed amendment in writing along with a ballot for each Owner to approve or reject the proposed amendment. If the amendment is approved by the required percentage of Owners, the Association shall prepare and record an amendment document certifying the contents of the amendment and indicating that it has been approved by not less than seventy-five percent (75%) of the Owners. The amendment need not be signed by the approving Owners, but shall be signed by the President and Secretary of the Association. In addition, the Secretary shall sign the certification stating that the amendment was approved by not less than seventy-five percent (75%) of the Owners. The ballots reflecting the approval or rejection of any proposed amendment shall be kept with the permanent books and records of the Association.

D. Developers Rights to Complete Development. Developer and Builder(s) shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or Builder(s) shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Builder(s) to obtain approval from Developer to: (i) excavate, cut, fill or grade any property owned by such Builder or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by such Builder as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require

Builder(s) to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by such Builder. Nothing in this Paragraph shall limit or impair the reserved rights of Developer or Builder(s) as elsewhere provided in this Declaration.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot), shall be entitled to timely written notice of (a) any proposed amendment of this Declaration; (b) any proposed termination of the Association; and (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days. Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagor's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. Association shall indemnify every Board member, officer and director of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or director. The Board members, officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and director free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or director, or former Board member, officer or director, may be entitled.

H. Severability. If any Article, Paragraph, section, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed

void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, Paragraph and section of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Notices to Developer shall be given in writing, by personal delivery or by depositing such notice in the United States Mail, first class, postage prepaid, to Briar Creek Development LLC, 6330 E. 75th Street, Suite 156, Indianapolis, IN 46250, or as otherwise designated in Writing by Developer.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

NAME Mark D. Gradison

BRIAR CREEK DEVELOPMENT, LLC,
An Indiana limited liability company

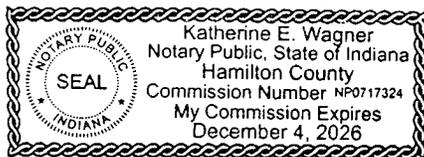
Mark D. Gradison
Prepared by: By: Mark D. Gradison, Manager

STATE OF: INDIANA

COUNTY OF: MARION

BE IT REMEMBERED, That on 16th day of August, 2019, before me, the subscriber, a Notary Public in and for said state, personally came Mark D. Gradison, the Manager of Briar Creek Development, LLC, an Indiana limited liability company, who acknowledged that he did sign said instrument as such member on behalf of the limited liability company, duly authorized, that said instrument was signed as his free act and deed individually and the free act and deed of said limited liability company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.



Katherine E. Wagner
Katherine E. Wagner, Notary Public
Resident of Hamilton County, Indiana
My Commission Expires: 12/4/2026

EXHIBIT A

PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28; THENCE ALONG THE SOUTH LINE OF SAID QUARTER SECTION NORTH 88 DEGREES 37 MINUTES 49 SECONDS EAST (ASSUMED BEARING) 1325.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, THIS POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID QUARTER SECTION NORTH 88 DEGREES 37 MINUTES 49 SECONDS EAST 1325.21 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION MARKED BY A P.K. NAIL; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SECTION NORTH 00 DEGREES 20 MINUTES 40 SECONDS WEST 1059.33 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 38 SECONDS WEST 177.21 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 01 DEGREES 16 MINUTES 22 SECONDS EAST 500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 04 MINUTES 28 SECONDS 79.19 FEET; THENCE NORTH 10 DEGREES 20 MINUTES 51 SECONDS WEST 318.52 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 07 SECONDS WEST 1335.03 FEET TO THE NORTH LINE OF SECTION 28; THENCE ALONG SAID NORTH LINE SOUTH 88 DEGREES 21 MINUTES 21 SECONDS WEST 85.06 FEET TO THE NORTHEAST CORNER OF BOOK 278, PAGE 514; THENCE ALONG THE EAST LINE OF SAID BOOK AND PAGE SOUTH 00 DEGREES 24 MINUTES 10 SECONDS EAST 364.32 FEET TO THE SOUTHEAST CORNER OF SAID BOOK AND PAGE; THENCE ALONG THE SOUTH LINE OF SAID BOOK AND PAGE ALONG WITH INSTRUMENT NUMBER 1999-024554 AND INSTRUMENT NUMBER 1999-002401, PARALLEL WITH THE NORTH LINE OF SECTION 28 SOUTH 88 DEGREES 21 MINUTES 21 SECONDS WEST 930.59 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28; THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 23 MINUTES 58 SECONDS EAST 2333.98 FEET TO THE POINT OF BEGINNING CONTAINING 62.90 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS.

ALSO:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION MARKED BY A P.K. NAIL; THENCE ALONG THE EAST LINE THEREOF NORTH 00 DEGREES 20

MINUTES 40 SECONDS WEST (ASSUMED BEARING) 1059.33 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 38 SECONDS WEST 177.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; SAID POINT ALSO BEING A POINT TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 01 DEGREES 16 MINUTES 22 SECONDS EAST 500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 04 MINUTES 28 SECONDS 79.19 FEET; THENCE NORTH 10 DEGREES 20 MINUTES 51 SECONDS WEST 84.93 FEET TO THE POINT ON A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 38 DEGREES 57 MINUTES 24 SECONDS EAST 110.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42 DEGREES 18 MINUTES 40 SECONDS 81.23 FEET; THENCE NORTH 85 DEGREES 52 MINUTES 44 SECONDS EAST 14.24 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 16 SECONDS EAST 53.44 FEET TO THE POINT OF BEGINNING CONTAINING 0.115 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS.

ALSO:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE NORTH LINE THEREOF SOUTH 88 DEGREES 21 MINUTES 21 SECONDS WEST (ASSUMED BEARING) 297.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88 DEGREES 21 MINUTES 21 SECONDS WEST 15.08 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 07 SECONDS EAST 400.76 FEET; THENCE NORTH 08 DEGREES 11 MINUTES 10 SECONDS EAST 101.12 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 07 SECONDS WEST 301.10 FEET TO THE POINT OF BEGINNING CONTAINING 0.121 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS.

EXHIBIT "B"
LIFESTYLE PROPERTY

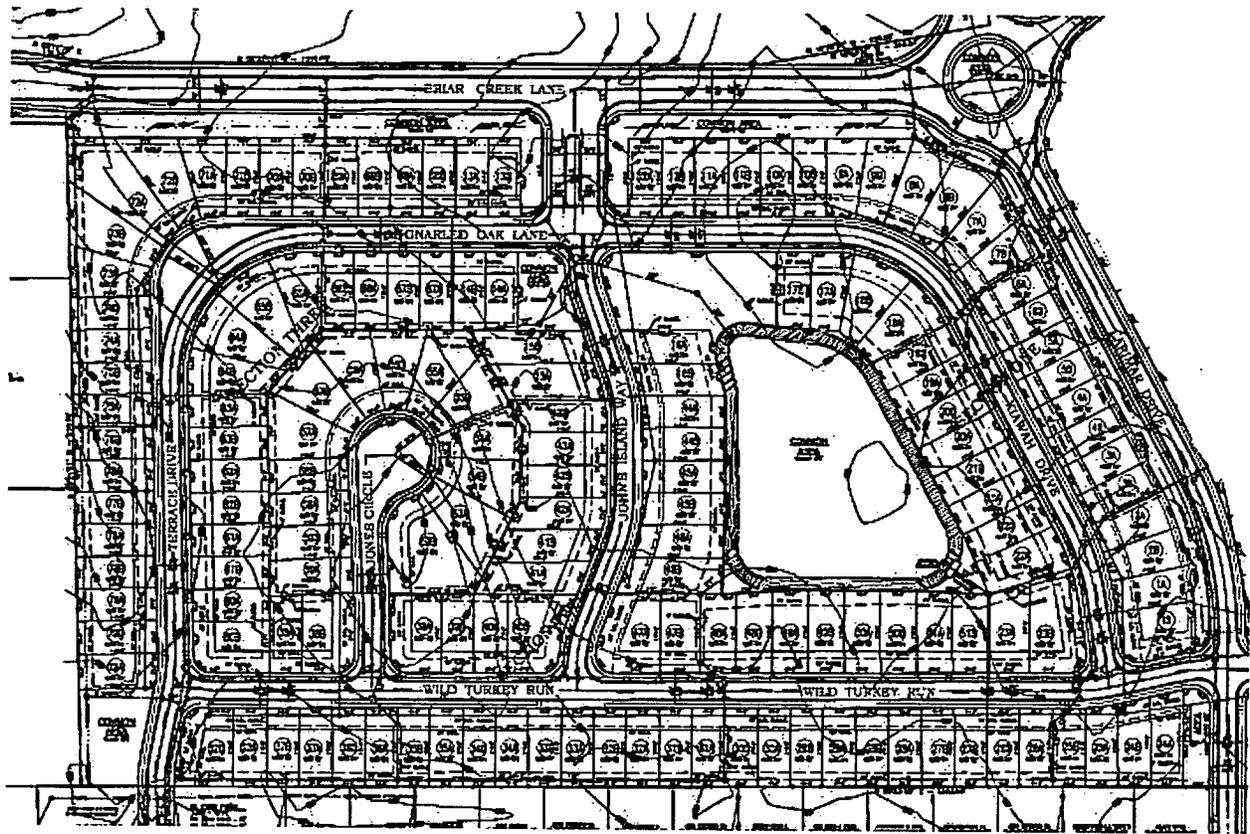


EXHIBIT "C"
TRADITIONAL SINGLE FAMILY PROPERTY

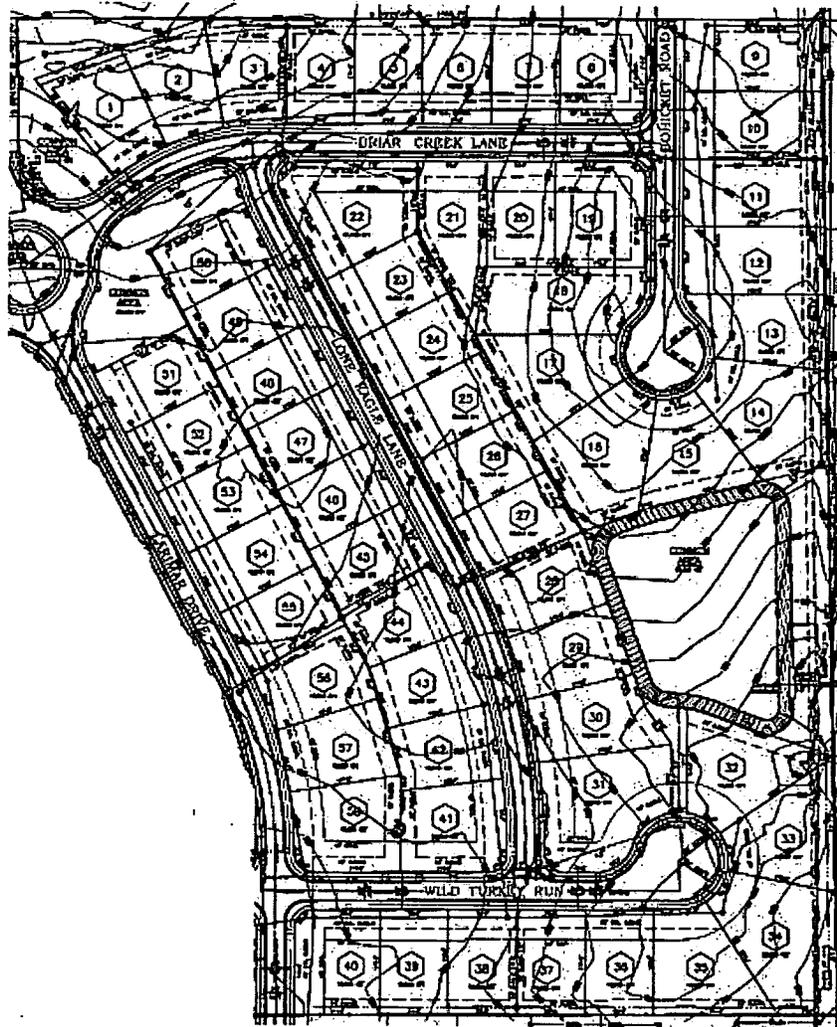


EXHIBIT "D"
FULL SITE PLAN

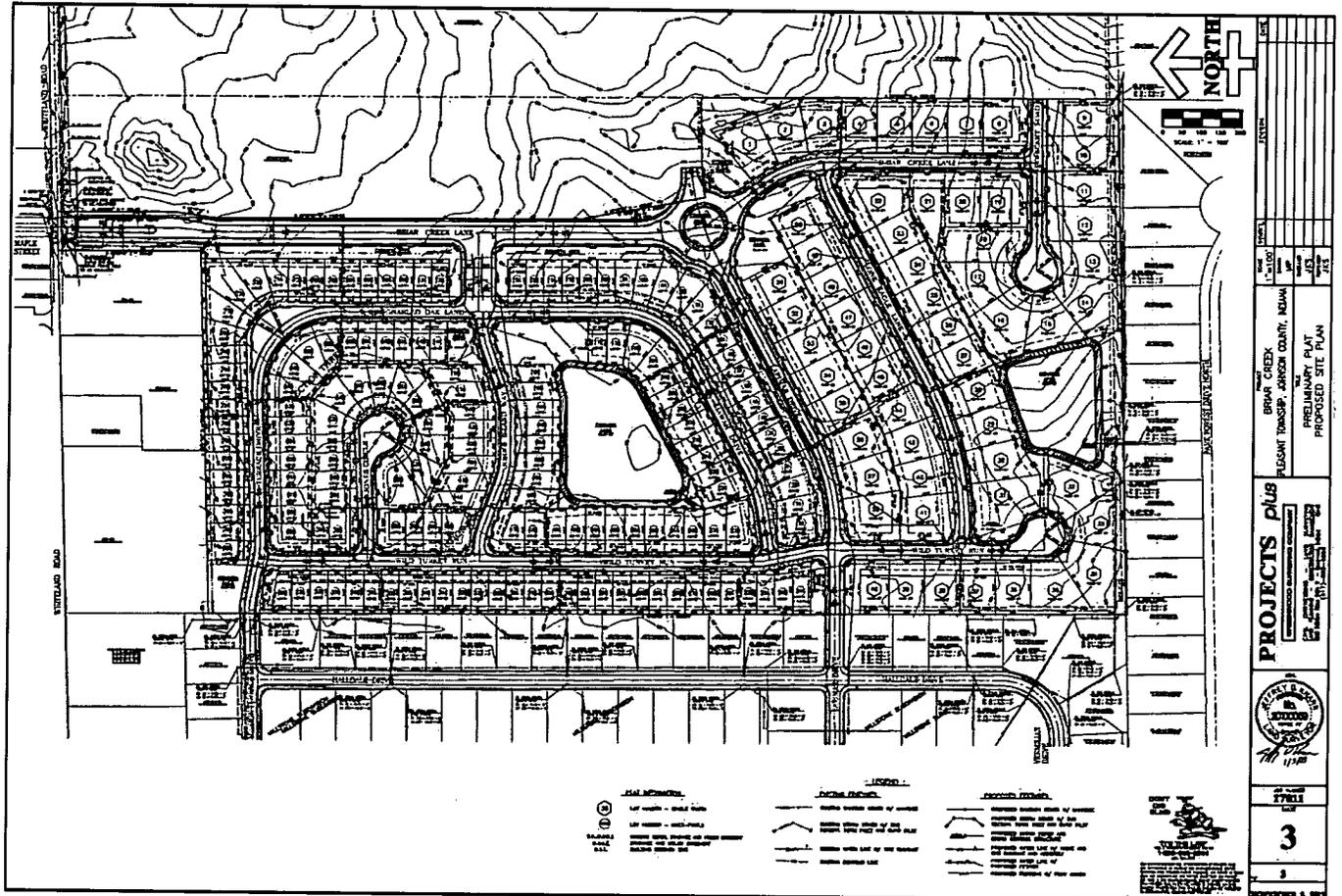


EXHIBIT "E"

**CODE OF REGULATIONS
OF
BRIAR CREEK HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I.

NAME AND LOCATION

The name of the corporation is BRIAR CREEK HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located in Johnson County, Indiana, but meetings of Members and Directors may be held at such places within or without the State of Indiana, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 2.1 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Briar Creek Homeowners' Association, including any amendments thereto.

Section 2.2 As used in this Second Amended and Restated Code of Regulations (these "Regulations"), the terms "Association", "Board", "Common Property", "Lifestyle Common Expenses", "Lifestyle Lot", "Lifestyle Owner", "Lifestyle Property", "Developer", "Lot", "Member", "Owner", "Property", and any other defined term in these Regulations not otherwise defined herein shall have the same meaning as each is defined to have in the Declaration.

Section 2.3 The following terms as used in these Regulations have the following meanings:

"Lifestyle Executive Committee" means those persons elected by the Lifestyle Subassociation in accordance with these Regulations who have the exclusive power to make decisions delegated to them by the Lifestyle Subassociation concerning matters affecting the Lifestyle Property in accordance with these Regulations and the Declaration.

"Lifestyle Members" means each of the Owners of a Lifestyle Lot.

"Lifestyle Subassociation" means the Owner, or if more than one, the Owners, of the Lifestyle Lots acting as a group in accordance with these Regulations.

ARTICLE III.

PURPOSE

The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, and control of the Common Property in the planned community of Briar Creek Subdivision (the "Subdivision"); (ii) to provide for the maintenance, preservation and control of certain portions of the Lifestyle Property, (iii) to promote the health, safety, and welfare of the Owners and users of the Subdivision; and (iv) for such other purposes for which the Association is formed as specified in the Declaration.

ARTICLE IV.

ASSENT

All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Subdivision in any manner are subject to the Association Documents, including these Regulations and any rules adopted by the Board of Directors. The acquisition or rental of any of the Lots in the Subdivision or the occupancy of any of the Lots will constitute ratification and acceptance of these Regulations and an agreement to comply with those rules.

ARTICLE V.

MEMBERSHIP

Section 5.1 Membership. Ownership of a Lot is required in order to qualify for membership in the Association.

Section 5.2 Responsibilities of Members. Any person, including Developer, on becoming an Owner, will automatically become a Member and be subject to these Regulations. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 5.3 Membership Certificates. No certificates of stock will be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card will be surrendered to the Secretary of the Association whenever ownership of the Lot designated on the card will terminate.

Section 5.4 Classes of Membership. Initially, the Association will have one class of voting membership, composed of all Owners, including Developer. The Board may establish additional classes of membership from time to time.

Section 5.5 Voting Privileges. All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned; however, the Developer shall maintain control over all matters of the Association until such time as the Developer has formally turned over the Association to the Members or the Developer no longer has ownership of a Lot. When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners of a Lot are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners of such Lot. There is majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Any Owner of a Lot that is leased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf of the Owner by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

Section 5.6 Proof of Membership. Any person or entity, on becoming an Owner, will furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument will remain in the files of the Association. An Owner will not be deemed a Member of the Association in good standing and will not be entitled to vote at any annual or special meeting of the Members unless this requirement is first met.

ARTICLE VI.

MEETING OF MEMBERS

Section 6.1 Annual Meeting. Except during a period of Developer control (i.e. the period of time during which the Developer remains the Owner of at least one Lot and has not formally turned over the Association to the Members), an annual meeting of Members shall be held for the election of Directors, the consideration of reports to be laid before such meeting, and such other business as may come before the meeting. During a period of Developer control, no annual meeting of the Members shall be required. The regular annual meetings of the Members shall be held on the first Monday of May of each year, at the hour of 7:30 p.m., or at such other date and time designated by the President. In the event that an annual meeting is omitted by oversight or otherwise, the Directors shall cause a meeting in lieu thereof to be held as soon as practicable and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such meeting shall be called and notice thereof given in the same manner as the annual meeting.

Section 6.2 Special Meetings. Special meetings of the Members may be called at any time by the President, a majority of the Board of Directors acting with or Without a meeting, or upon written request of Members representing at least 50% of the voting power of the Association.

Section 6.3 Waiver of Notice. Any Member may waive in writing notice of the time, place, and purposes of any meeting of Members, either before or after the holding of such meeting. Such writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Section 6.4 Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, not less than 10 nor more than 60 days before the date of the meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 6.5 Quorum. The presence at the meeting of Members and/or proxies entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Declaration or these Regulations. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6.6 Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be fifteen percent (15%) of the votes of the membership of the Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 6.7 Actions Binding on Members. A majority of votes intended to be cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles of Incorporation of the Association, or these Regulations.

Section 6.8 Majority of Owners. As used in these Regulations, the term "majority" will mean those votes, Owners, or other groups as the context may indicate totaling more than 50% of the total number.

Section 6.9 Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6.10 Designation of Voting Representative by Non-Individual Owners - Requirement for Proxy. If title to a Lot is held in whole or in part by a firm, corporation, partnership, association,

or other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

Section 6.11 Designation of Voting Representative by Multiple Owners: Use of Proxy. If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.

Section 6.12 Voting. The vote of the majority of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Indiana, the Declaration, the Articles of Incorporation of the Association or these Regulations.

Section 6.13 Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any Assessment due the Association.

Section 6.14 Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Members who would be entitled to notice of a meeting for such purpose, or such other proportion or number of voting Members, not less than a majority, as the Articles of incorporation of the Association or these Regulations permit. Any such writing shall be filed with or entered upon the records of the Association.

ARTICLE VII.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 7.1 Number. Except as to those matters which are to be handled by the Lifestyle Executive Committee pursuant to these Regulations, the affairs of this Association shall be managed by a Board of Directors Who, except for Directors appointed or elected by Developer, shall be Members of the Association. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board of Directors. The Board of Directors shall consist of not less than three (3) and not more than five (5) individuals, as determined from time-to-time by the Developer (as long as the Developer remains the Owner of a Lot and has not formally turned over the Association to the Members) or, after the Turnover Date, by resolution of the Members. Except during a period of Developer control (i.e. the period of time during which the Developer remains the Owner of at least one Lot and has not formally turned over the Association to the Members), at least one (1) Director shall be a Lifestyle Owner.

Section 7.2 Term of Office: Resignations. Each Director shall be appointed to a three (3) year term, which terms shall be staggered. In order to appropriately stagger the terms of the Directors, the following Directors are elected for the following initial terms beginning on the effective date of these Regulations and ending on the dates set forth below:

Name	Term Ending
Mark D. Gradison	12/31/2021
Joseph L. Gradison	12/31/2021
Adam S. Mears	12/31/2021

Each Director shall hold office until his or her successor is appointed or until his or her earlier resignation, removal from office or death. As long as Developer shall remain the Owner of a Lot, Developer reserves the right to appoint the successor to any Director appointed by Developer. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Director may specify. Notwithstanding anything contained herein to the contrary, the terms of at least one fifth (1/5) of the Directors shall expire annually.

Section 7.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association except as limited below. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. However, any Director elected or appointed by the Developer may only be removed by the Developer and his successor may only be appointed by Developer, to serve for the unexpired term.

Section 7.4 Compensation. Members of the Board of Directors shall serve without compensation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7.5 Vacancies. In case of a vacancy in the Board of Directors, the remaining Directors by a unanimous vote may elect a successor who shall hold office for the unexpired term. If the number of Directors should at any time be less than the number necessary to constitute a quorum, or the remaining Directors fail to agree promptly on a successor, then a special meeting of the Members shall be called and held for the purpose of electing Directors.

ARTICLE VIII.

NOMINATION AND ELECTION OF DIRECTORS

Section 8.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of

the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting of the Members, and such appointment shall be announced at the next regular Board meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing or anything contained herein to the contrary, as long as Developer shall remain the Owner of a Lot, Developer shall have the right to appoint all Directors; provided, however, that Developer shall have the right, at any time, to relinquish its right to appoint the Directors.

Section 8.2 Election. Election to the Board of Directors shall be by secret written ballot at each and every annual meeting of the Members. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Section 6.12 of Article VI of these Regulations. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the foregoing or anything contained herein to the contrary, as long as Developer shall remain the Owner of a Lot, no annual meeting of the Members shall be required and Developer shall have the right to appoint all Directors; provided, however, that Developer shall have the right, at any time, to relinquish its right to appoint the Directors.

ARTICLE IX.

MEETING OF DIRECTORS

Section 9.1 Regular Meetings. The Board of Directors shall meet annually within thirty (30) days after the annual meeting of Members (if an annual meeting of Members is required pursuant to Article VI hereof) or at such other place, date and time as may be fixed by the Board of Directors and, in addition to the annual meeting, may meet at regular meetings established as to time and place by resolution of the Board. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. No Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 9.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director. No Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 9.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present

at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A Director shall be considered present at a duly held meeting if he is represented by proxy.

Section 9.4 Notice of Meetings. The Secretary shall give written notice either by personal delivery or by mail of the time and place of each meeting of Directors, other than the annual meeting, to each Director at least two days before the meeting. Directors' meetings may be held at any place designated in the notice, Within or without the State of Indiana. If mailed, such notice shall be deemed to have been given when deposited in the mail. The notice need not specify the purposes of the meeting, and the Directors may consider any matter at any meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

Section 9.5 Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 9.6 Committees. The Directors may create from time to time such committees, standing or special, and give them such powers and authority as they shall deem appropriate. The Directors may create an executive committee of not less than three Directors and delegate to such committee any or all of its powers, except the power to fill vacancies among the Directors or any committee of the Directors. Each committee shall serve at the pleasure of the Directors, shall act only in the intervals between meetings of the Directors, and shall be subject to the control and direction of the Directors.

Section 9.7 Action Taken Without a Meeting. Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Directors who would be entitled to notice of a meeting for such purpose. Any such writing shall be filed with or entered upon the records of the corporation.

Section 9.8 Telephonic or Electronic Meetings. The Board of Directors may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Director can hear or read in real time and participate and respond to every other Director.

ARTICLE X.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 10.1 Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership or the Lifestyle Executive Committee by other provisions of these Regulations, the Articles of Incorporation of the Association, or the Declaration;
- (d) declare the office of a member of the Board of Directors, except a member appointed by the Developer, to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ such independent contractors, and other employees as they deem necessary, and to prescribe their duties;
- (f) create sub-associations or equitably allocate the governance of the Association with respect to discrete portions of the Subdivision, whether related or connected by geography, product type, property type or such other characteristics as the Board of Directors may reasonably determine; and
- (g) exercise all other powers provided to the Board under Indiana law.

Section 10.2 Duties. In addition to the duties required by Indiana law, it shall be the duty of the Board of Directors to:

- (a) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (b) as more fully provided in the Declaration to:
 - (i) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;
 - (ii) fix the amount of the Lifestyle Annual Assessment against each Lifestyle Lot at least thirty (30) days in advance of each Lifestyle Annual Assessment Period;
 - (iii) send written notice of each Annual Assessment to every Owner subject thereto at least fifteen (15) days in advance of each Annual Assessment period;

- (iv) send written notice of each Lifestyle Annual Assessment to every Owner subject thereto at least fifteen (15) days in advance of each Lifestyle Annual Assessment period;
 - (v) levy and collect Special Assessments and Lifestyle Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments and Lifestyle Special Assessments will be in statement form and will set forth in detail the various expenses for which the Special Assessments or Lifestyle Special Assessments are being made;
 - (vi) levy and collect initial Reserve Fund contributions; and
 - (vii) foreclose the lien against any Lot for which Assessments are not paid within sixty (60) days after their due date or bring an action of law against the Owner personally obligated to pay the same, if the Board deems foreclosure or other action necessary.
- (c) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge, not to exceed twenty dollars (\$20.00), may be made by the Board for the issuance of a certificate. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (d) procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (e) procure and maintain adequate directors' and officers' liability insurance;
 - (f) cause all officers having fiscal responsibilities to be bonded, as may be required by the Declaration;
 - (g) keep in good order, condition and repair all the Common Property, special features, landscape easements and all items of personal property, if any, used in the enjoyment of the Common Property. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Regulations;
 - (h) oversee the operation of the Design Review Boards and enforce the decisions made by the Design Review Boards;
 - (i) borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Regulations and to authorize the appropriate officers to execute all such instruments evidencing such

- indebtedness as the Board of Directors may deem necessary; provided, however, that the Board will not borrow more than \$75,000 or cause the Association to be indebted for more than \$75,000 at any one time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue;
- (j) enter into contracts within the scope of their duties and powers;
 - (k) establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors;
 - (l) cause any and all access roads, parking areas, and roadways in and to the Subdivision and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration;
 - (m) cause the maintenance of the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Common Property for the benefit of the Members;
 - (n) cause the maintenance of the lawn, landscape beds, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Lifestyle Lots as determined by the Lifestyle Executive Committee in accordance with the terms of the Declaration; and
 - (o) cause the removal of snow and ice on portions of the Lifestyle Lots as required by the Declaration.

ARTICLE XI.

OFFICERS AND THEIR DUTIES

Section 11.1 Enumeration of Officers. The officers of this Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. All officers shall at all times be members of the Board.

Section 11.2 Election of Officers. The election of officers shall take place at each annual meeting of the Board of Directors.

Section 11.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year and until his successor is elected or appointed.

Section 11.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 11.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the

President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 11.7 Multiple Offices. The office of Secretary and Treasurer may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation of the Association, or these Regulations to be executed, acknowledged, or verified by two or more officers. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 11.4 of this Article.

Section 11.8 Absence of Officers. In the absence of any officer of the Association or for any other reason the Directors may deem sufficient, the Directors may delegate any or all of the powers or duties of such officer to any other officer or to any Director.

Section 11.9 Compensation. Each officer shall receive such compensation for the performance of his duties as may be fixed from time to time by the Directors. He may also be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 11.10 Duties. The duties of the officers are as follows:

- (a) President - The President shall be the chief executive officer of the Association and shall exercise supervision over the affairs of the Association and over its several officers subject to the control of the Directors. In the absence of or if a chairman of the board shall not have been elected, the President shall preside at all meetings of Members and all meetings of Directors. The President shall have such other powers and duties as the Directors may from time to time assign to him.
- (b) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (c) Treasurer - The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, keep proper books of accounts, cause annual compilation of the Association books to be made by a CPA at the completion of each fiscal year, and shall prepare an annual budget and a statement

of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

- (d) Assistant Officers - Assistant and subordinate officers shall perform such duties as the Directors or the President may prescribe.

ARTICLE XII.

COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Regulations. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XIII.

LIFESTYLE SUBASSOCIATION

Section 13.1 Composition. The Lifestyle Subassociation shall consist of all of the Lifestyle Members. The Lifestyle Subassociation shall have the responsibility of determining the level of maintenance to be provided by the Association with respect to the portions of the Lifestyle Lots to be maintained by the Association pursuant to the Declaration. If the Lifestyle Subassociation fails to determine the level of such maintenance to be provided, the Association shall determine the level of such maintenance to be provided.

Section 13.2 Meetings.

- (a) Annual Meeting. Except during a period of Developer control (i.e. the period of time during which the Developer remains the Owner of at least one Lot and has not formally turned over the Association to the Members), an annual meeting of Lifestyle Members shall be held for the election of the Lifestyle Executive Committee, the consideration of reports to be laid before such meeting, and such other business as may come before the meeting. During a period of Developer control. No annual meeting of the Lifestyle Members shall be required. The regular annual meetings of the Lifestyle Members shall be held immediately following the conclusion of the annual meeting of the Members. In the event that an annual meeting is omitted by oversight or otherwise, the Lifestyle Executive Committee shall cause a meeting in lieu thereof to be held as soon as practicable and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such meeting shall be called and notice thereof given in the same manner as the annual meeting.
- (b) Special Meetings. Special meetings of the Lifestyle Members may be called at any time by a majority of the Lifestyle Executive Committee acting with

or without a meeting, or upon written request of Lifestyle Members representing at least 50% of the voting power of the Lifestyle Subassociation.

- (c) Waiver of Notice. Any Lifestyle Member may waive in writing notice of the time, place, and purposes of any meeting of Lifestyle Members, either before or after the holding of such meeting. Such writing shall be filed with or entered upon the records of the meeting. The attendance of any Lifestyle Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.
- (d) Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Lifestyle Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, not less than 10 nor more than 60 days before the date of the meeting, to each Lifestyle Member entitled to vote thereat, addressed to the Lifestyle Members address last appearing on the books of the Association, or supplied by such Lifestyle Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.
- (e) Quorum. The presence at the meeting of Lifestyle Members and/or proxies entitled to cast thirty percent (30%) of the votes of the Lifestyle Subassociation shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Declaration or these Regulations. If, however, such quorum shall not be present or represented at any meeting, the Lifestyle Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- (f) Adjourned Meetings. If, at any regular or special meeting of the Lifestyle Members, there be less than a quorum present, a majority of those Lifestyle Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be fifteen percent (15%) of the votes of the Lifestyle Members, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

- (g) Actions Binding on Lifestyle Members. A majority of votes intended to be cast by Lifestyle Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Lifestyle Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles of Incorporation of the Association, or these Regulations.
- (h) Proxies. At all meetings of the Lifestyle Members, each Lifestyle Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Lifestyle Member of his Lot.
- (i) Designation of Voting Representative by Non-Individual Owners - Requirement for Proxy. If title to a Lifestyle Lot is held in whole or in part by a firm, corporation, partnership, association, or other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Lifestyle Executive Committee, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Lifestyle Members and to cast the vote allocated to that Lifestyle Lot at the meeting.
- (j) Designation of Voting Representative by Multiple Owners; Use of Proxy. If title to a Lifestyle Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lifestyle Lot through a duly executed proxy. A Lifestyle Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Lifestyle Members.
- (k) Voting. The vote of the majority of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Indiana, the Declaration, the Articles of Incorporation of the Association or these Regulations. All Lifestyle Members will be entitled to one vote for each Lifestyle Lot owned; however, the Developer shall maintain control over all matters of the Lifestyle Executive Committee until such time as the Developer has formally turned over the Association to the Members or the Developer no longer has ownership of a Lot, (1) Suspension of Voting Privileges. No Lifestyle Member shall be eligible to vote or to be elected to the Lifestyle Executive Committee who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any Assessment due the Association.

- (m) Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Lifestyle Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Lifestyle Members who would be entitled to notice of a meeting for such purpose, or such other proportion or number of voting Lifestyle Members, not less than a majority, as the Articles of Incorporation of the Association or these Regulations permit. Any such writing shall be filed with or entered upon the records of the Association.

Section 13.3 Lifestyle Executive Committee.

- (a) Powers. The Lifestyle Executive Committee shall have all of the powers and duties necessary for the administration of the affairs of the Lifestyle Subassociation. The powers of the Lifestyle Executive Committee shall be limited to the following:
 - (i) Determining the level of service to be provided by the Association with respect to the maintenance of the Lifestyle Lots required to be performed by the Association pursuant to the Declaration, such level of service being subject to the Board's approval (such approval not to be unreasonably withheld, conditioned or delayed); and
 - (ii) Acting as the Lifestyle Design Review Board.
- (b) Number. The Lifestyle Executive Committee shall consist of three (3) individuals, as determined from time to time by Developer (as long as the Developer remains the Owner of a Lot and has not formally turned over the Association to the Members) or, after the Turnover Date, by resolution of the Lifestyle Members. Except during a period of Developer control (i.e. the period of time during which the Developer remains the Owner of at least one Lot and has not formally turned over the Association to the Members), all members of the Lifestyle Executive Committee shall be Lifestyle Owners.
- (c) Term of Office; Resignations. Each member of the Lifestyle Executive Committee shall be appointed to a one (1) year term. Each committee member shall hold office until his or her successor is appointed or until his or her earlier Resignation, removal from office or death. As long as Developer shall remain the Owner of a Lot, Developer reserves the right to appoint the successor to any committee member appointed by Developer. Any committee member may resign at any time by oral statement to that effect made at a meeting of the Lifestyle Executive Committee or in writing to that effect delivered to the Secretary of the Association; such resignation

shall take effect immediately or at such other time as the committee member may specify.

- (d) Removal. Any member of the Lifestyle Executive Committee may be removed from the Lifestyle Executive Committee, with or without cause, by a majority vote of the Lifestyle Members. In the event of death, resignation or removal of it committee member, his successor shall be selected by the remaining members of the Lifestyle Executive Committee and shall serve for the unexpired term of his predecessor. However, any member of the Lifestyle Executive Committee elected or appointed by the Developer may only be removed by the Developer and his successor may only be appointed by Developer, to serve for the unexpired term.
- (e) Compensation. Members of the Lifestyle Executive Committee shall serve without compensation. However, any committee member may be reimbursed for his actual expenses incurred in the performance of his duties.
- (f) Vacancies. In case of a vacancy in the Lifestyle Executive Committee, the remaining committee members by a unanimous vote may elect a successor who shall hold office for the unexpired term. If the number of committee members should at any time be less than the number necessary to constitute a quorum, or the remaining committee members fail to agree promptly on a successor, then a special meeting of the Lifestyle Members shall be called and held for the purpose of electing members of the Lifestyle Executive Committee.
- (g) Nomination and Election. Nomination for election to the Lifestyle Executive Committee shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Lifestyle Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Lifestyle Executive Committee, and two (2) or more Lifestyle Members. The Nominating Committee shall be appointed by the Lifestyle Executive Committee sixty (60) days prior to each annual meeting of the Lifestyle Members, to serve from the time of appointment until the close of the next annual meeting of the Lifestyle Members, and such appointment shall be announced at the next regular Lifestyle Executive Committee meeting. The Nominating Committee shall make as many nominations for election to the Lifestyle Executive Committee as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing or anything contained herein to the contrary, as long as Developer shall remain the Owner of a Lot, Developer shall have the right to appoint all members of the Lifestyle Executive Committee; provided, however, that Developer

shall have the right, at any time, to relinquish its right to appoint the members of the Lifestyle Executive Committee. Election to the Lifestyle Executive Committee shall be by secret written ballot at each and every annual meeting of the Lifestyle Members. At such election the Lifestyle Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Regulations. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the foregoing or anything contained herein to the contrary, as long as Developer shall remain the Owner of a Lot, no annual meeting of the Lifestyle Members shall be required and Developer shall have the right to appoint all members of the Lifestyle Executive Committee; provided, however, that Developer shall have the right, at any time, to relinquish its right to appoint the members of the Lifestyle Executive Committee.

(h) Meetings.

(i) Regular Meetings. The Lifestyle Executive Committee shall meet annually within thirty (30) days after the annual meeting of Lifestyle Members (if an annual meeting of Members is required pursuant to this Article XIII) or at such other place, date and time as may be fixed by the Lifestyle Executive Committee and, in addition to the annual meeting, may meet at regular meetings established as to time and place by resolution of the Lifestyle Executive Committee. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. No Owner other than a member of the Lifestyle Executive Committee may attend or participate in any discussion or deliberation of a meeting of the Lifestyle Executive Committee unless the Lifestyle Executive Committee expressly authorizes that Owner to attend or participate.

(ii) Special Meetings. Special meetings of the Lifestyle Executive Committee shall be held when called by any two (2) members of the Lifestyle Executive Committee, after not less than three (3) days' notice to each committee member. No Owner other than a member of the Lifestyle Executive Committee may attend or participate in any discussion or deliberation of a meeting of the Lifestyle Executive Committee unless the Lifestyle Executive Committee expressly authorizes that Owner to attend or participate.

(iii) Quorum. A majority of the number of members of the Lifestyle Executive Committee shall constitute a quorum for the transaction

of business. Every act or decision done or made by a majority of the committee members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Lifestyle Executive Committee. A committee member shall be considered present at a duly held meeting if he is represented by proxy.

- (iv) Notice of Meeting. The Secretary shall give written notice either by personal delivery or by mail of the time and place of each meeting of the Lifestyle Executive Committee, other than the annual meeting, to each committee member at least two days before the meeting. Lifestyle Executive Committee meetings may be held at any place designated in the notice, within or without the State of Indiana. If mailed, such notice shall be deemed to have been given when deposited in the mail. The notice need not specify the purposes of the meeting, and the committee members may consider any matter at any meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.
- (v) Waiver of Notice. Attendance of a member of the Lifestyle Executive Committee at any meeting will constitute a waiver of notice of such meeting, except when a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Lifestyle Executive Committee, any member of the Lifestyle Executive Committee may waive in writing notice of such meeting, and such Waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Lifestyle Executive Committee need be specified in the waiver of notice of such meeting.
- (vi) Action Taken Without a Meeting. Any action which may be authorized or taken at a meeting of the Lifestyle Executive Committee may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the members of the Lifestyle Executive Committee who would be entitled to notice of a meeting for such purpose. Any such writing shall be filed with or entered upon the records of the corporation.
- (vii) Telephonic or Electronic Meetings. The Lifestyle Executive Committee may hold a meeting by any method of communication,

including electronic or telephonic communication, provided that each committee member can hear or read in real time and participate and respond to every other committee member.

ARTICLE XIV.

ACCOUNTS AND REPORTS

Section 14.1 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) A segregation of accounting duties should be maintained, and disbursements by check in any amount greater than \$25,000 will require two signatures. Cash disbursements will be limited to amounts of \$200 or less.
- (b) Cash accounts of the Association will not be commingled with any other accounts.
- (c) No remuneration will be accepted by the Board of Directors or the Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise (except that such persons may be employees of Developer during the period of Developer's control). Anything of value received will be for the benefit of the Association.
- (d) Any financial or other interest that the Manager or a member of the Board of Directors may have in any firm (other than Developer) providing goods or services to the Association will be disclosed promptly to the Board of Directors.
- (e) Commencing at the end of the fiscal year in which the first Lot is sold by Developer and closed, and continuing on an annual basis, financial reports will be prepared for the Board of Directors containing the following:
 - (i) an income statement reflecting all income and expense activity for the preceding fiscal year with respect to the Common Property and the Lifestyle Property;
 - (ii) a balance sheet as of the last day of the preceding fiscal year with respect to the Common Property and the Lifestyle Property; and
 - (iii) a delinquency report listing all Owners who have been delinquent during the preceding fiscal year in paying the initial Reserve Fund contribution or the periodic installments of Assessments and who remain delinquent at the time of the report, and describing the status

of any action to collect such initial Reserve Fund contributions or installments which remain delinquent.

- (f) A balance sheet as of the last day of the Associations fiscal year with respect to the Common Property and the Lifestyle Property and an operating statement for the fiscal year with respect to the Common Property and the Lifestyle Property will be distributed to the Members.
- (g) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or 10% of a major budget category (as distinct from a specific line item in an expanded chart of accounts) will be prepared for the Board periodically upon the Board's request and will be made available to all Members.

ARTICLE XV.

INDEMNIFICATION

Section 15.1 Indemnification.

- (a) To the fullest extent permitted by law, the Association may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, Whether or not it is by or in the right of the Association, by reason of the fact that he is or was a Director, officer, employee, committee member, Member, manager, agent, or volunteer of the Association, or is or Was serving at the request of the Association as a Director, officer, employee, committee member, Member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding.
- (b) To the extent that a Director, officer, employee, committee member, Member, manager, agent, or volunteer has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Section 15.1(a) or in the defense of any claim, issue, or matter in such an action, suit, or proceeding, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection with that action, suit, or proceeding.

Section 15.2 Determination of Indemnification. Any indemnification permitted under Section 15.1 shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee, committee member, Member, manager, agent, or volunteer is proper in the circumstances because he has met the standard of conduct set forth in applicable law. Such determination shall be made in any of the following manners:

- (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit, or proceeding referred to in Section 15.1;
- (b) whether or not a quorum as described in Section 15.2(a) is obtainable, and if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years;
- (c) by the Members; or
- (d) by the court of common pleas or the court in which the action, suit, or proceeding referred to in Section 15.1 was brought. If an action or suit by or in the right of the Association is involved, any determination made by the disinterested Directors under Section 15.2(a) or by independent legal counsel under Section 15.2(h) shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Association, and, within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

Section 15.3 Advancement of Expenses.

- (a) Expenses, including attorney's fees, incurred by a Director, officer, employee, committee member, Member, manager, agent, or volunteer of the Association in defending any action, suit, or proceeding referred to in Section 15.1 may be paid by the Association as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee, committee member, Member, manager, agent, or volunteer to repay the amount if it ultimately is determined that he is not entitled to be indemnified by the Association under this Article XV.

- (b) Unless the only liability asserted against a Director in an action, suit, or proceeding referred to in Section 15.1 is pursuant to Section 1702.55 of the Indiana Revised Code, the expenses (including attorney's fees) incurred by a Director or volunteer in defending such action, suit, or proceeding shall be paid by the Association. Upon the request of the Director or volunteer, together with an undertaking by or on behalf of the Director or volunteer to repay the amount if it ultimately is determined that he is not entitled to be indemnified by the Association under this Article XV, those expenses shall be paid as they are incurred, in advance of the final disposition of the action, suit, or proceeding. Notwithstanding the foregoing, the expenses (including attorney's fees) incurred by a Director or volunteer in defending an action, suit, or proceeding referred to in Section 15.1 shall not be paid by the Association upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the Association by the Director or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction, that the act or omission of the Director or volunteer was one undertaken with a deliberate intent to cause injury to the Association or if it was one undertaken with reckless disregard for the best interests of the Association.

Section 15.4 Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a Director, officer, employee, committee member, Member, manager, agent, or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, committee member, Member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against any Liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against that liability under this Article XV. Insurance may be so purchased from or so maintained with a person in which the Association has a financial interest.

Section 15.5 Miscellaneous. The indemnification authorized by this Article XV shall not be exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the Articles of Incorporation of the Association, any agreement, a vote of Members or disinterested Directors, or otherwise, both as to action by a Director, officer, employee, committee member, Member, manager, agent, or volunteer in his official capacity and as to action in another capacity while holding his office or position; shall continue as to a person who has ceased to be a Director, officer, employee, committee member, Member, manager, agent, or volunteer; and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XVI.

AMENDMENTS

These Regulations may be amended at a regular or special meeting of the Members, by affirmative vote of a majority of the total number of votes held by each class of Members of the Association or by written consent of Members holding a majority of the total number of votes held by each class of Members of the Association or by the Developer prior to the Turnover Date. All amendments shall be placed in the Association's minute book immediately following these Regulations.

ARTICLE XVII.

MISCELLANEOUS

Section 17.1 Books and Records. Subject to any limitations provided by Indiana law, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. Income and expenses shall be maintained and reported separately for Lifestyle and the Common Property. The Declaration, the Articles of Incorporation of the Association and the Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 17.2 Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors should corporate practice subsequently dictate.

Section 17.3 Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Directors.

Section 17.4 Conflict of Documents. In the case of any conflict between the Articles of Incorporation of the Association and these Regulations, the Articles of Incorporation of the Association shall control, and in the case of conflict between the Declaration and these Regulations, the Declaration shall control.

Section 17.5 Corporate Seal. The Association shall have no seal unless the Directors adopt a seal. If adopted, the seal shall be circular, about two (2) inches in diameter, and shall have the name of the Association engraved around the perimeter and the word "Seal" engraved across the diameter.

Section 17.6 Effective Date. These Regulations, which supersede and replace in their entirety any previous Regulations of the Association, shall be effective upon adoption by Members holding a majority of the total number of votes held by each class of Members of the Association.

CROSS REFERENCE: 2019-018851

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIAR CREEK**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Westhaven (“First Amendment”) is made this 13th day of October, 2023, by BRIAR CREEK DEVELOPMENT, LLC., an Indiana limited liability company (“Developer”).

RECITALS:

- A. Developer executed and recorded the Declaration of Covenants, Conditions and Restrictions for Briar Creek, Instrument No. **2019-018851** on the 27th day of August, 2019, in the office of the Recorder of Johnson County, Indiana (“Declaration”); and
- B. Developer is desirous of amending the Declaration as hereinafter set forth to clarify certain provisions of the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Developer in the Declaration, the Developer hereby amends the Declaration as follows:

- 1. Article IV, Paragraph R shall be, and is hereby, deleted and replaced with the following:

Fencing. Fencing, including underground invisible pet fencing, shall be allowed on all Lots. The Design Review Board may establish standards according to which fencing and walls may be permitted in the Subdivision. The authority of the Design Review Board with respect to fencing and walls shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain areas. All fencing and walls shall conform to the standards set forth by the Design Review Board, and shall be approved by the Design Review Board, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

IMAGE/COPY PROPERTY PROPERTY boundary, fences shall be black aluminum flat top "wrought iron" design type and shall match in size, shape, color and spacing that which is used throughout the development.

2. Fences shall be a maximum of forty-eight inches (48") in height.
3. All fences must have gates with a minimum width of sixty inches (60").
4. Fences shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat. except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps.
5. Swimming pool fencing shall be reviewed and approved on a Lot by Lot basis. No chain link fencing is permitted. All swimming pool fencing shall meet state and local safety requirements. Approval may require landscaping to shield the view of the pool fencing from others. Approval by the Design Review Board does not indicate compliance with state and local safety requirements.
6. The Association shall not be responsible for any damage that may occur to fences as part of Maintenance performed subject to Article VIII, Paragraph J of this Declaration.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder

The remainder of this page is intentionally left blank

IN TESTIMONY WHEREOF, the Developer has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions as of the date first above set forth.

BRIAR CREEK DEVELOPMENT, LLC
an Indiana limited liability company

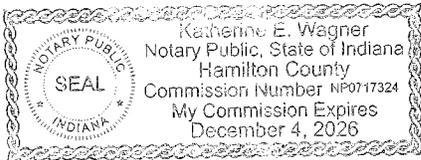
By: Mark Gradison
Mark Gradison, Manager

Address for Notice:
Briar Creek Development, LLC
6330 East 75th Street, Suite 156
Indianapolis, IN 46250
Email: mgradison@gradison.net

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Mark Gradison, Manager of Briar Creek Development, LLC, who acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Briar Creek.

WITNESS my hand and Notarial Seal this 13th day of October, 2023.



Katherine E. Wagner
Katherine E. Wagner

My Commission Expires:
December 4, 2026

I am a resident of Hamilton County, IN

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Adam S. Mears

This instrument was prepared by and after recording should be returned to Adam S. Mears, Mears Law Office LLC, 6330 E. 75th Street, Suite 156, Indianapolis, IN 46250.

FILEDSubject To Final Acceptance
For Transfer Aug 26 2024Elizabeth A Alvey
AUDITOR/JOHNSON COUNTY, IN.

COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO

Cross-References: Inst. # 2023-008619 (Deed for Property)
Inst. # (2024-012282, Plat Book E, Pages 698a-g) (Plat of Section 6 of the Property)
Inst. # 2019-018851 (Briar Creek Declaration)

Stormwater Management BMPs Maintenance Agreement
And
Amendment of Declaration of Covenants, Conditions, and
Restrictions of Briar Creek Subdivision

THIS AGREEMENT is made and is effective as of the 22nd day of August, 2024, (to be entered with the date this Agreement is executed by the Owner) by and between **Gradison Land Development, Inc.**, an Indiana corporation, **Briar Creek Development, LLC**, an Indiana limited liability company ("Developer" and "Declarant"), and **Briar Creek Homeowners' Association, Inc.**, an Indiana non-profit corporation ("Association") (collectively, "Owner"), and **the Town of Whiteland** ("Town") and the provisions of this Agreement shall be deemed incorporated and amended into and a part of the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Briar Creek Homeowner's Association recorded as Instrument Number 2019-018851 within the Office of the Recorder of Johnson County, Indiana (the "Declaration"). Except as otherwise specifically defined herein, all capitalized terms will have the meaning ascribed to such term in the Declaration.

In accordance with the Stormwater Management Code and Stormwater Technical Standards Manual of the Town of Whiteland (the "Town"), the Owner agrees to install and maintain stormwater management practice(s) (also known as BMPs) on or serving the subject property known as Briar Creek Sections 6 & 7 (the "Property") identified within the BMP Operation and Maintenance Manual ("Manual") attached hereto and incorporated herein as **Exhibit A**, in accordance with the Manual. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity.

(NOTE: After this Agreement is accepted and signed by the Town, the Owner shall record this Agreement, together with all Exhibits, in the Johnson County Recorder's Office within the chain of title of the Property and thereafter shall promptly provide an electronic copy of the recorded document to the Town.)

Sales Disclosure Not Required
Johnson County Assessor

Through this Agreement, the Owner hereby agrees to and subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner shall be solely responsible for the installation, maintenance, and repair of the stormwater management system and practices, drainage easements, and associated landscaping identified in the Manual, during Owner's ownership of or control over any portion of the Property.
2. No alterations or changes to the stormwater management system and practice(s) identified in the Manual shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Town.
3. The Owner shall retain the services of a qualified individual or company to operate and ensure the maintenance of the stormwater management system and practice(s) identified in the Manual.
4. The Owner shall annually, by December 30th, provide to the Town records of inspections, maintenance, and repair of the stormwater management system and practices in accordance with the Manual.
5. The Town or its designee is authorized to access the Property as necessary to conduct inspections of the stormwater management system and practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in the Manual. Upon written notification by the Town or its designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the stormwater management system or any other improvements be damaged.
6. If the Owner fails to properly maintain the stormwater management system and practice(s) in accordance with the Manual and this Agreement, the Town is authorized, but not required, to perform the specified inspections, maintenance, or repairs in order to preserve the intended functions of the system and practice(s) and prevent the system and practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the Town, no notice shall be required prior to the Town performing emergency maintenance or repairs. Whether an emergency or not, the Town may levy the costs and expenses of such inspections, maintenance, or repairs plus a ten percent (10%) administrative fee against the Owner and the Property. The Town at the time of entering upon said stormwater management system and practice for the purpose of maintenance or repair may file a notice of lien upon the Property in the Johnson County Recorder's Office. If said costs and expenses are not paid by the Owner, the Town may pursue the collection of same through appropriate court action, and in such a case, the Owner shall pay in addition to said costs, expenses, and fees, all costs of litigation, including without limitation reasonable attorney fees. The terms of this Agreement may be enforced by all available legal and equitable remedies, including injunctive relief.
7. The Owner hereby conveys to the Town an easement over, on, and in the Property and grants perpetual access rights for the purpose of access to the stormwater management system and practice(s) for the inspection, maintenance, and repair thereof, should the Owner fail to properly inspect, maintain, and repair the practice(s).
8. The Owner agrees that this Agreement shall be recorded, and that the Property shall be subject to the covenants and obligations contained herein, and this Agreement shall run with the land and be binding upon all current and future owners of the Property.

9. The Owner agrees that the rights, obligations, and responsibilities hereunder shall commence upon execution of the Agreement.
10. The signatories for the Owner, whose signatures appear below, hereby represent and warrant on behalf of the Owner that they have the authority and capacity to sign this Agreement and bind the respective parties hereto.
11. The Owner, its agents, representatives, successors, and assigns shall defend, indemnify and hold the Town harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the stormwater management practice(s) referred to in Exhibit A which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses, and attorney fees incurred by the Town in connection with such Claims or the enforcement of this Agreement.
12. All costs, expenses, and other charges for which the Owner is responsible under this Agreement shall constitute Common Expenses under the Declaration. This Easement shall also be binding upon and shall inure to the benefit of the parties hereto and their transferees, successors, and assigns. Any and all duties and obligations of the Owner under this Agreement shall be joint and several.
13. Declarant represents and warrants to the Town that it has the authority to amend the Declaration as provided in this Agreement. The persons whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this Agreement on behalf of the Declarant.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the Owner has executed this Agreement effective as of the date first above written.

“OWNER”

GRADISON LAND DEVELOPMENT, INC.

Signed: 

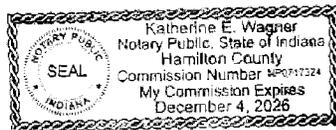
Name: Joseph L. Gradison

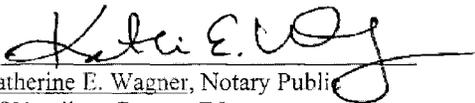
Title: President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Gradison, ^{President of Gradison Land Development, Inc.} who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of Gradison Land Development, Inc.

Witness my hand and Notarial Seal this 22nd day of August, 2024.



Signature: 
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

BRIAR CREEK DEVELOPMENT, LLC

Signed: _____

Name: Joseph L. Gradison

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

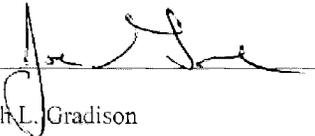
Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Gradison, ^{Manager of Briar Creek Development LLC} who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of Briar Creek Development, LLC.

Witness my hand and Notarial Seal this 22nd day of August, 2024.



Signature: _____
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

**BRIAR CREEK HOMEOWNERS'
ASSOCIATION, INC.**

Signed: 

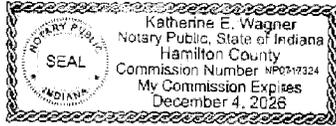
Name: Joseph L. Gradison

Title: Board Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Gradison, Board Member of Briar Creek HOA, Inc. who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of Briar Creek Homeowners' Association, Inc.

Witness my hand and Notarial Seal this 22nd day of August, 2024.



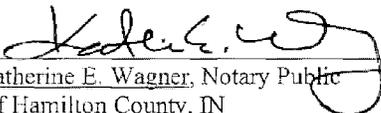
Signature: 
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

Exhibit A

BMP Operation and Maintenance Manual

(See the attached following pages.)



Post-Construction Stormwater Quality BMP Operations and Maintenance Manual

For:

BRIAR CREEK SECTIONS 6 & 7

Johnson County, Whiteland, Indiana

Prepared For:

Gradison Development Company
6330 E. 75th Street, Suite 156
Indianapolis, IN 46250
Phone: (317) 594-7575
Contact: Mark Gradison
Email: mgradison@gradison.net

Prepared By: Travis P. Gaither, P.E.

Checked By: Rick Ellis

Date:

August 8, 2024

Revised:

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. – *Travis P. Gaither*

THIS INSTRUMENT PREPARED BY: Travis P. Gaither



Post-Construction Stormwater Quality BMP
Operations and Maintenance Manual
Prepared For:
Briar Creek – Sections 6 & 7

Whiteland, IN

Project #W22.0343

TABLE OF CONTENTS

Operation and Maintenance Manual

1. Project Narrative
2. Definitions
3. Location Maps
4. Checklist and Maintenance Activities
 - Wet Detention Basin (BMP)
 - Dry Detention Basin (BMP)
5. Reference Details

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

PROJECT NARRATIVE

(SECTION 1 OF O&M)



Project Narrative

Gradison Development Company is proposing to expand the existing “Briar Creek” subdivision on 45.72+/- acres of undeveloped farmland on the southside of Whiteland Road. It is bounded on the north by Whiteland Road, the east by a multi-family residential development, the south property owned and managed by the Town of Whiteland Sewer Department, and the west by a single-family subdivision. The parcel is developed into a single-family residential subdivision containing approximately 129 lots under two sections of development.

The proposed development is on a site at a Latitude of N 39° 32' 46" and Longitude W 86° 05' 30", falling within Pleasant Township. The site is generally located in the North Half of Section 28, Township 13 North, and Range 4 East, in Johnson County, Indiana. The outfall will discharge into Brewer Ditch.

Water Quality will be achieved by utilizing one wet detention basin and one dry detention basin prior to discharge into Brewer Ditch located at the southeast corner of Briar Creek Section 6. Refer to **Figure 4.1** for the location of the following BMP features for Briar Creek Sections 6 & 7:

- BMP Wet Detention Basin and associated outlet system.
- BMP Dry Detention Basin and associated outlet system.
- The storm sewer system is a public system under the Town of Whiteland ownership and maintenance.

BMP Owner Contact Information:

Briar Creek Homeowner’s Association, Inc.
6330 E. 75th Street, Suite 156
Indianapolis, IN 46250
Phone: (317) 594-7575

DEFINITIONS

(SECTION 2 OF O&M)



Definitions

Best Management Practices (BMP):

Best Management Practices, refer to structural or non-structural measures designed for the benefit of water quality and quantity.

Urban stormwater runoff contains many types and forms of pollutants. When compared to stormwater run-off from pre-developed conditions, high concentrations and some contaminants that are not naturally present in surface runoff from undeveloped local lands are found. Runoff from undeveloped watersheds contains metals, nutrients, sediment particles, oxygen-demanding compounds, and other constituents. Once developed, constituent loads increase because surface runoff volumes increase and the sources of many of these pollutants also increase. Supplemental applications of compounds, such as fertilizers, also tend to increase the availability of some pollutants to stormwater runoff.

Runoff water quality in urban areas can be extremely detrimental to local habitat. Paved surfaces and standing water bodies for stormwater management control elevate the temperature of water entering streams. Chemicals in standing water and ponds are oxidized, resulting in depressed levels of dissolved oxygen. Increased runoff volumes and rates create scour and deposition damage to instream habitat. Activities in urbanized areas, such as vehicular traffic, deposit pollutants such as heavy metals and oil & grease on paved surfaces where they easily wash off into the streams.

BMP Owner:

The owner of the BMP in this case will be the Homeowners Association responsible for the wet and dry detention ponds of the subdivision.

Wet Detention Basin:

A Wet Detention Pond is a facility, which removes sediment, biochemical oxygen demand (BOD), organic nutrients, and trace metals from stormwater runoff. This is accomplished by slowing down stormwater using an in-line permanent pool or pond affection settling pollutants. The wet pond is similar to a dry pond, except that a permanent volume of water is incorporated into the design. The drainage area should be such that as adequate base flow is maintained in the pond. Biological processes occurring in the permanent pond pool aid in reducing the amount of soluble nutrients present in the water such as nitrate and ortho-phosphorus.

Stormwater Infrastructure:

Storm water infrastructure and structures refers to structural or non-structural measures designed for the benefit of storm water conveyance. Storm water is the rainfall/ snowmelt that flows over our yards, streets, parking lots, and buildings and either enters the storm drain system or runs directly into a lake or stream.



Owners of storm water infrastructure and structures as previously mentioned is the Town of Whiteland.

Conveyance Storm Pipes:

Catch basins/inlets should be inspected at least once every six months. Storm Pipes and culverts should be inspected every three to five years, or in response to a problem. Most agencies inspect their sewer pipes six inches or larger with a TV camera. All other parts of the system are inspected visually.

Look for excessive silt build-up, erosion, unusual algal growth, cracked or collapsed pipes, misaligned joints, and other signs of problems such as a sheen on the water surface, discolored water, or an unpleasant odor. Check with product manufacturers or storm water handbooks for advice on what to look for when inspecting more sophisticated treatment devices such as flow splitters and diverters. When a problem is noted, take steps to correct the problem, or route this information immediately to the Town of Whiteland.



Inspections

Routine inspections are the responsibility of the BMP owner. Maintenance is also the responsibility of the owner. The BMP owner shall be financially responsible for any maintenance or repairs required by the Town or its representatives during the Town's inspections. The approval maintenance plan and inspection forms provided with this manual should be used as guidance for performing maintenance activities. Completed inspection forms must be maintained by the BMP owner and produced upon request by the Town. The Town must be notified of any changes in BMP ownership, major repairs or BMP failure in writing within 30 days. The letter should be addressed to:

Town of Whiteland
549 Main Street
Whiteland, IN 46184-1552

The Town and/or its representatives have the right to enter the property to inspect BMPs. In the event that the Town finds a BMP in need of maintenance or repair, the Town will notify the BMP owner of the necessary maintenance or repairs and give the landowner a timeframe for completing the maintenance or repairs. If the maintenance or repairs are not completed within the designated timeframe, the Town shall perform the maintenance or repairs and bill the landowner for the actual costs for the work.

Inspection & Maintenance Activities

Refer to the checklist provided with this manual for operation, maintenance and inspection of BMP and storm water infrastructure. The checklist is for the use of the BMP owner in performing routine inspections. The Town will perform annual inspections of BMPs, using similar checklist. The BMP owner must maintain and update the BMP operations and maintenance plan. At a minimum, the operations and maintenance plan must include, but is not limited to:

1. Visual inspect and removal of debris from inlet, outlet, and sump structures
2. Removal of woody vegetation and debris from the embankments

BMP owners must routinely inspect BMPs to verify that all BMP components are functioning as designed and are not in danger of failing. All BMPs need maintenance to function as water quality and quantity enhancements. Maintenance can range from dredging sediment out of the treatment area to mowing grass.



The BMP owner agrees to the maintenance and inspection programs attached with this manual. Inspections must be documented on the inspection forms included in this Operation and Maintenance Manual.

A self-monitoring program by the project site owner is required during construction and during a maintenance schedule of any project described. A trained individual employed or retained by the project site owner shall prepare and maintain a written evaluation of the project site by the end of the next business day following each measurable Inspection.

Inspection during the maintenance schedule must routinely inspect all storm water infrastructure to verify that all components are functioning as designed and are not in danger of failing. They should be inspected a minimum of an annual basis or upon observed failure.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

OWNER ACKNOWLEDGEMENT
(SECTION 3 OF O&M)



Owner Acknowledgment

This Operation and Maintenance Manual is submitted to the Town of Whiteland with the intent to insure the longevity and adequate functioning of the one BMP Wet Detention Basin and one BMP Dry Detention Basin owned by Briar Creek Homeowners Association, Inc. By submitting this Operation and Maintenance Manual to the Town of Whiteland's Office with plans to maintain one BMP Wet Detention Basin and one BMP Dry Detention Basin, the BMP owner noted above agrees to follow and abide by the inspection schedule and maintenance activities listed in this manual. The BMP owner noted above is responsible for any additional maintenance and/or repair activities to maintain the function and longevity of the BMP(s). Upon the request by the Town, Briar Creek Homeowners Association, Inc. will self-certify that the inspections and maintenance activities were performed in accordance with this manual.

Mark D. Gradison
Owner Signature:

August 8, 2024
Date

Mark D. Gradison
Printed

STATE OF INDIANA)
)
) SS:
COUNTY OF)

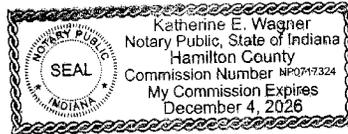
BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Mark D. Gradison Owners,/Agent, subscribed and sworn before me this 8th day of August, 2024.

Hamilton
County of Residence

Katherine E. Wagner
Signature

12/4/2026
Commission Expiration Date

Katherine E. Wagner
Printed Name

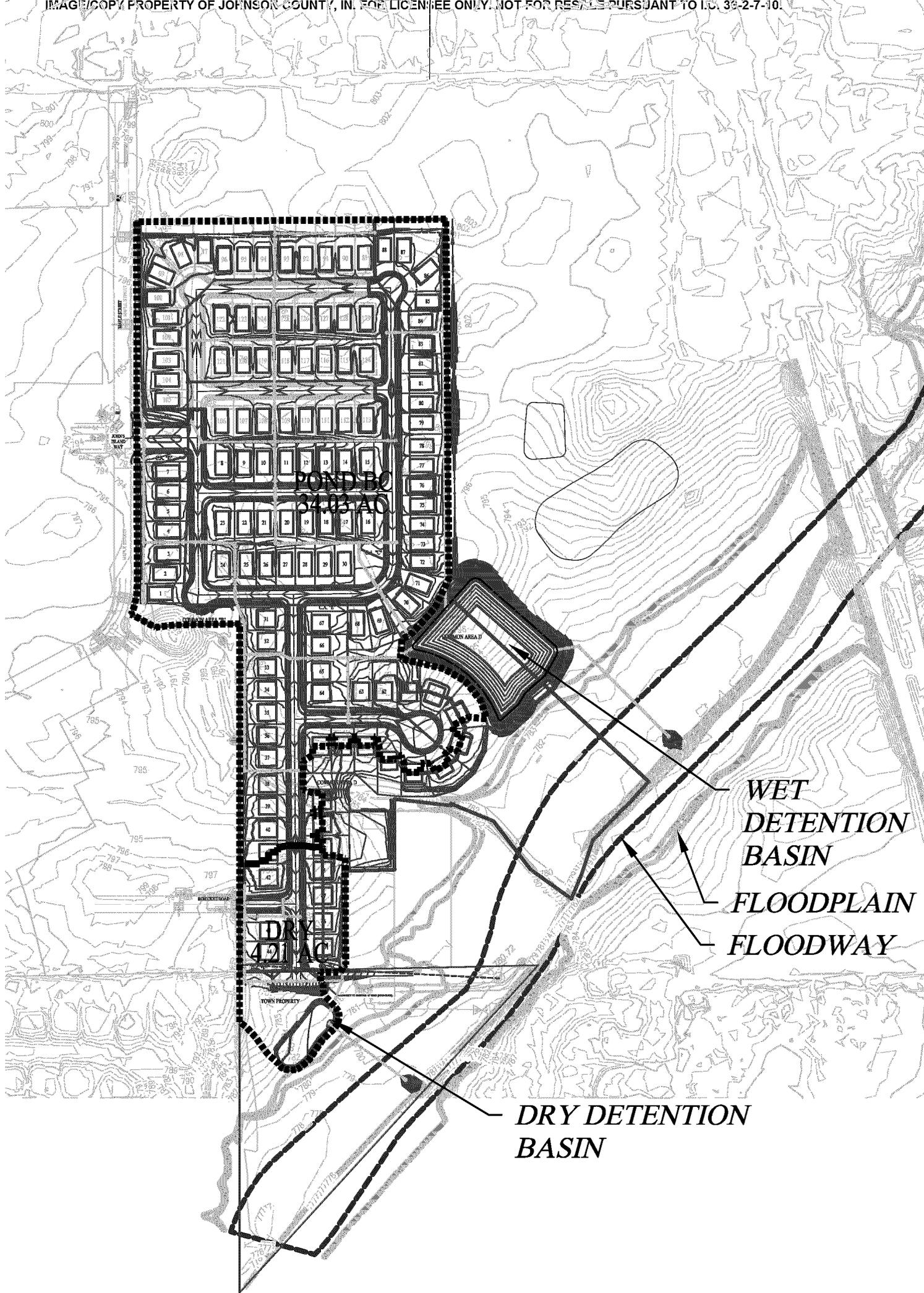


IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

LOCATION MAPS

(SECTION 4 OF O&M)

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



BRIAR CREEK SEC 6 & 7
WHITELAND, IN

WEIHE
ENGINEERS

10505 N. Collage Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611

SCALE: 1" = 300'
0 75' 150' 300'

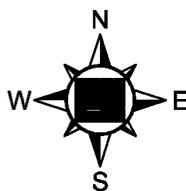


FIGURE 4.1

WATER QUALITY
BASIN MAP

Date: March 29, 2023

**CHECKLISTS AND MAINTENANCE
ACTIVITIES**
(SECTION 5 OF O&M)

Inspection and Maintenance Checklist for Wet Pond Pond 1			
Site Name:	Briar Creek Sections 6 & 7		
Owner Name:	Briar Creek Homeowner's Association, Inc.		
Owner Address:	6330 E. 75th Street, Suite 156, Indianapolis, IN 46250		
Owner Phone Number:	317-594-7575		
Emergency Phone Number:			
Location:			
Date:			
Time:			
Inspector:			
Change in ownership since last inspection?	Y OR N		
Maintenance Item	Maintenance (1 or 2)*	Maintenance is needed:	Comments
Water Level		First cell is empty, doesn't hold water.	
Trash and Debris		Trash and debris > 5cf per 1,000 sf (one standard size garbage can)	
Inlet/Outlet Pipe		Inlet/Outlet pipe clogged with sediment and/or debris material.	
Sediment Accumulation in Pond Bottom/Dredging		Accumulated sediment reached 7' below normal pool elevation. (N.P. 789.5' Pond Bottom 781.5').	
Water Level		Accumulated sediment reached 7' below normal pool elevation. (N.P. 789.5' Pond Bottom 781.5').	
Oil Sheen on Water		Prevalent and visible oil sheen.	
Erosion		Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6-inches, or where continued erosion is prevalent.	
Settlement of Pond Dike/Berm		Any part of these components that has settled 4-inches or lower than the design elevation, or inspector determines dike/berm is unsound.	
Internal Berm		Berm dividing cells should be level.	
Overflow Spillway		Rock is missing and soil is exposed at top of spillway or outside slope.	
Debris Barriers (e.g., Trash Racks)			
Trash and Debris		Trash or debris that is plugging more than 20% of the openings in the barrier.	
Damaged/Missing Bars		Bars are bent out of shape more than three inches	
		Bars are missing or entire barrier missing.	
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	
Inlet/Outlet Pipe		Debris barrier missing or not attached to pipe.	
Misc.			
Aeration Equipment		Aeration equipment is clean and functioning properly with filters cleaned or replacement up to date per manufacture recommendations.	
Vegetation		Vegetation that reduces free movement of water through the ditches	
Erosion Damage to Slopes and Channel Bottom		Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion Any erosion observed on a compacted berm embankment	

*Maintenance: Enter 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

Inspection and Maintenance Checklist for Dry Pond Basin 2			
Site Name:	Briar Creek Sections 6 & 7		
Owner Name:	Briar Creek Homeowner's Association, Inc.		
Owner Address:	6330 E. 75th Street, Suite 156, Indianapolis, IN 46250		
Owner Phone Number:	317-594-7575		
Emergency Phone Number:			
Location:			
Date:			
Time:			
Inspector:			
Change in ownership since last inspection?	Y OR N		
Maintenance Item	Maintenance (1 or 2)*	Maintenance is needed:	Comments
Trash and Debris		Trash and debris > 5cf per 1,000 sf (one standard size garbage can)	
Inlet/Outlet Pipe		Inlet/Outlet pipe clogged with sediment and/or debris material.	
Sediment Accumulation in Pond Bottom/Dredging		Accumulated sediment more than 3' along pond bottom should be removed.	
Oil Sheen on Water standing greater than 48 hours.		Prevalent and visible oil sheen on water surface. Water standing in dry basin greater than 48 hours.	
Erosion		Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6-inches, or where continued erosion is prevalent.	
Settlement of Pond Dike/Berm		Any part of these components that has settled 4-inches or lower than the design elevation, or inspector determines dike/berm is unsound.	
Internal Berm		Berm dividing cells should be level.	
Overflow Spillway		Spillway should have well maintained grass cover. If soil is exposed at top of spillway or outside slope attention should be given to establish grass cover.	
Misc.			
Subsurface Treatment Drain		Subsurface Treatment Drain that is laden with silt and not functioning for 24-hr. draw down will need to silt removed from the top layer of treatment bed.	

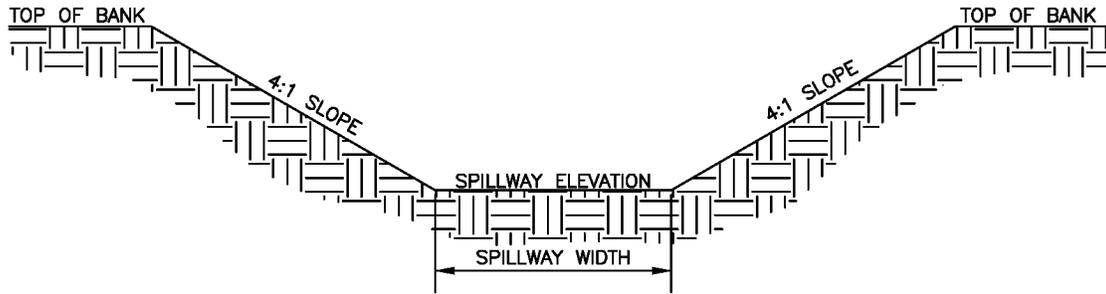
*Maintenance: Enter 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

REFERENCE MATERIALS

(SECTION 6 OF O&M)

LOCATION: H:\2022\W220343\Engineering\design\drainage\basin maps\DETAILS FOR PLANS\W220343-SPILLWAY DETAIL.dwg
 DATE/TIME: March 29, 2023 - 12:54pm
 PLOTTED BY: Galthert



LOCATION:	TOP OF BANK ELEV.:	100YR ELEV.:	SPILLWAY ELEV.:	SPILLWAY WIDTH:
WET POND	789.0	787.45	787.1	80'
DRY BASIN	782.1	781.43	781.7	30'

DETAIL EXHIBIT

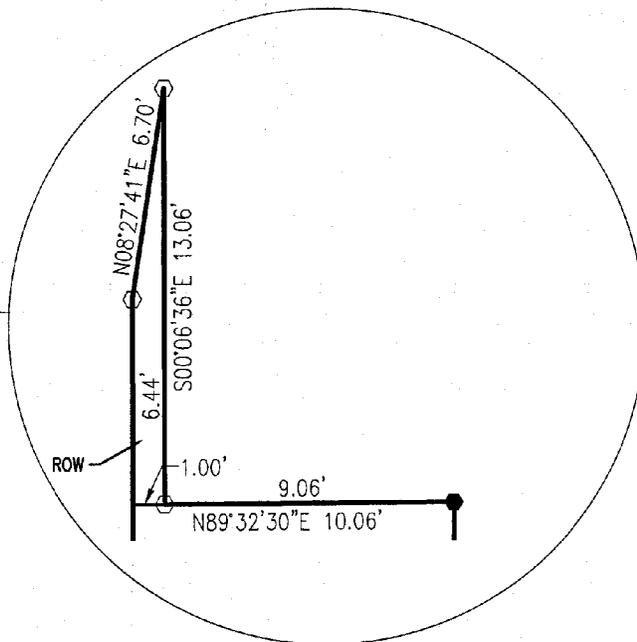
WEIHE
ENGINEERS

10505 N. College Avenue
 Indianapolis, Indiana 46280
 weihe.net
 317 | 846 - 6611

BRIAR CREEK - SE SECONDARY

TOWN OF WHITELAND, JOHNSON

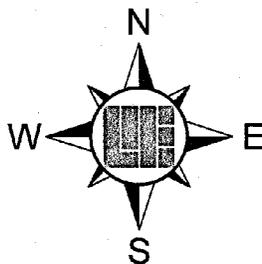
N08°27'41"E 6.70'
ROW 10.06'
S00°06'36"E 13.06'
N89°32'29"E 9.06'



N00°06'36"W 1112.84'
S00°07'09"E 572.41'

VAR. WIDTH D.&U.E.

BUFFER



SCALE: 1" = 50'



N89°32'30"E 199.39'

C.A. "H"

12163 S.F.
0.28 AC

VAR. WIDTH S.D.&U.E.

109.49'

149.39'

16.65'

50.00'

39.27'

86.65'

S0S00°27'30"E 100.42'

JOHN'S ISLAND WAY

N89°32'30"E 185.06'

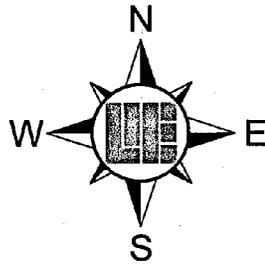
90' ROW

ET 2 -----

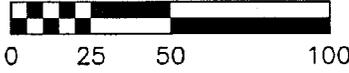
BRIAR CREEK - SEC

SECONDARY

TOWN OF WHITELAND, JOHNSON C



SCALE: 1" = 50'



LEGEND

- C.A. COMMON AREA
- B.S.L. BUILDING SETBACK LINE
- D.E. DRAINAGE EASEMENT
- D.&U.E. DRAINAGE & UTILITY EASEMENT
- S.D&U.E. SEWER, DRAINAGE, & UTILITY EASEMENT
- VAR. VARIABLE WIDTH
- ROW RIGHT-OF-WAY
- 5/8" REBAR/"WEIHE ENGR. 0012" TO BE SET
- EXISTING MONUMENT PER CROSS-REFERENCE SURVEY
- ⊕ 5/8" REBAR W/ALUMINUM CAP STAMPED "WEIHE ENGR. 0012" TO BE SET
- XXXX ADDRESS
- ⊙ CONSTRUCTION PLANS CALL FOR A STORM STRUCTURE AT THIS POINT. NO MONUMENT TO BE SET.

SEE SHEET 3 FOR CURVE INFORMATION

MINIMUM BUILDING SETBACKS PER ORDINANCE NO. 2023-01

BRIAR CREEK NORTH

FRONT YARD: 30 FEET OR AS SHOWN
 SIDE YARD: 6 FEET
 REAR YARD: 20 FEET

BRIAR CREEK SOUTH

FRONT YARD: 30 FEET OR AS SHOWN
 SIDE YARD: 7.5 FEET
 REAR YARD: 25 FEET

R=50.00'
 L=18.64'
 CH BRG=N78°51'42"E
 CH LEN=18.53'

N00°27'30"W

S89°32'30"W 16.1

R=
 L=
 CH BRG=N45°2'
 CH LEN=

R=
 L=
 CH BRG=N44°32'
 CH LEN=

R=
 L=
 CH BRG=N45°2'
 CH LEN=

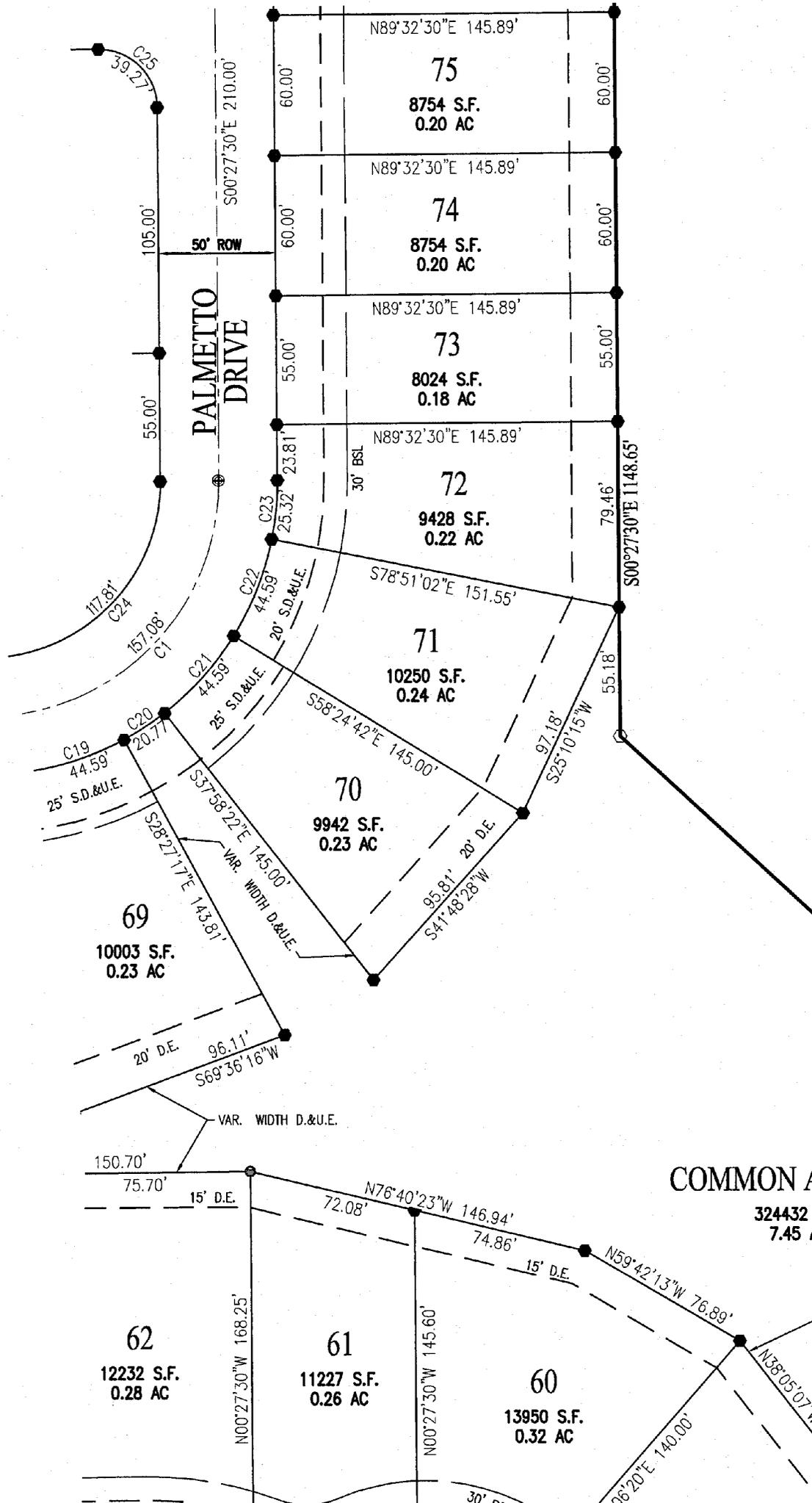
BRIAR CREEK - SE

SECONDARY

TOWN OF WHITELAND, JOHNSON C

----- SEE SHEET 4 -----

----- SEE SHEET 2 -----

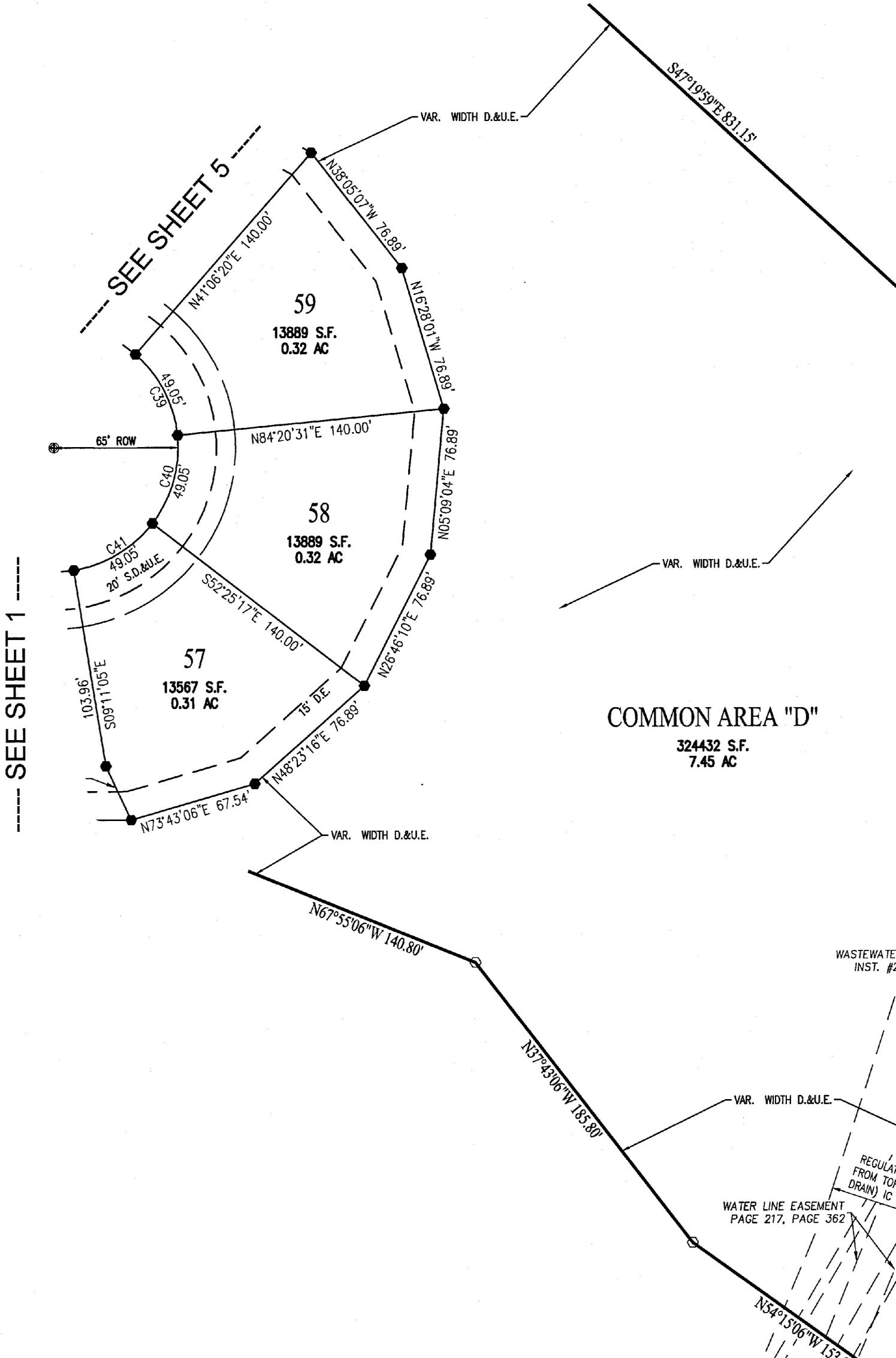


COMMON A

324432
7.45

BRIAR CREEK - SEC SECONDARY

TOWN OF WHITELAND, JOHNSON C



BRIAR CREEK - SECTION SECONDARY TOWN OF WHITELAND, JOHNSON COUNTY

SOURCE OF TITLE:

BRIAR CREEK DEVELOPMENT, LLC
INSTRUMENT NUMBER 2018-012436
INSTRUMENT NUMBER 2018-019842
INSTRUMENT NUMBER 2023-008619

LEGAL DESCRIPTION:

A PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN AND A PART OF COMMON AREA 'B' AS SHOWN ON THE PLAT OF BRIAR CREEK SECTION THREE RECORDED AS INSTRUMENT NUMBER 2021-022498, SITUATED IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING PART OF THAT 45.74 ACRE TRACT OF LAND SHOWN ON THE PLAT OF SURVEY OF SAID TRACT CERTIFIED BY JOSHUA DAVID WERNER, P.S. - INDIANA #LS21200020 ON JUNE 25, 2024 AS PART OF A SURVEY PERFORMED UNDER WEIHE ENGINEERS, INC. PROJECT NUMBER W220343 AS RECORDED IN INSTRUMENT NUMBER 2024-010261 (ALL REFERENCE TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY), DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL IN A CONCRETE POST AT THE SOUTHEAST CORNER OF BRIAR CREEK SECTION THREE; THENCE ALONG SAID SECTION THREE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00 DEGREES 04 MINUTES 09 SECONDS WEST (BEARINGS BASED ON THE STATE PLANE COORDINATE SYSTEM - INDIANA EAST ZONE (NAD83(2011))) 1059.33 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR WITH YELLOW CAP STAMPED "WEIHE 0012" (HEREINAFTER REFERRED TO AS "WEIHE REBAR"); (2) SOUTH 89 DEGREES 00 MINUTES 09 SECONDS WEST 177.21 FEET TO A WEIHE REBAR; (3) WESTERLY 79.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 84 DEGREES 27 MINUTES 55 SECONDS WEST 79.11 FEET TO A WEIHE REBAR; THENCE NORTH 61 DEGREES 43 MINUTES 41 SECONDS WEST 84.34 FEET TO THE WEST LINE OF SAID BRIAR CREEK SECTION THREE, BEING MARKED BY A WEIHE REBAR; THENCE ALONG SAID WEST LINE NORTHERLY 90.87 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 11 DEGREES 27 MINUTES 33 SECONDS EAST 90.25 FEET TO A WEIHE REBAR; THENCE CONTINUING ALONG SAID SECTION THREE AND ALONG THE EAST LINES OF BRIAR CREEK SECTION TWO AS RECORDED IN INSTRUMENT NUMBER 2019-029679 AND BRIAR CREEK SECTION ONE AS RECORDED IN INSTRUMENT NUMBER 2019-018852, ALL IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA NORTH 00 DEGREES 06 MINUTES 36 SECONDS WEST 1112.84 FEET TO THE BRIAR CREEK DEVELOPMENT, LLC PARCEL AS DESCRIBED IN INSTRUMENT 2018-012436 IN SAID RECORDER'S OFFICE, BEING MARKED BY A WEIHE REBAR; THENCE ALONG THE EAST LINE OF SAID PARCEL SOUTH 00 DEGREES 06 MINUTES 36 SECONDS EAST 13.06 FEET TO THE NORTH LINE OF THE BRIAR CREEK DEVELOPMENT, LLC PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2023-008619 IN SAID RECORDER'S OFFICE BEING MARKED BY A WEIHE REBAR; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 9.06 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST 572.41 FEET TO A WEIHE REBAR; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 199.39 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST 100.42 FEET TO A WEIHE REBAR; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS WEST 105.00 FEET TO A WEIHE REBAR; THENCE NORTHWESTERLY 39.27 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 45 DEGREES 27 MINUTES 30 SECONDS WEST 35.36 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 50.00 FEET TO A WEIHE REBAR; THENCE NORTHEASTERLY 39.27 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 44 DEGREES 32 MINUTES 30 SECONDS EAST 35.36 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 210.00 FEET TO A WEIHE REBAR; THENCE NORTHWESTERLY 39.27 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 78 DEGREES 51 MINUTES 42 SECONDS EAST 18.53 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 27 MINUTES 31 SECONDS WEST 179.39 FEET THE NORTH LINE OF THE BRIAR CREEK DEVELOPMENT, LLC PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2023-008619 IN SAID RECORDER'S OFFICE, MARKED BY A WEIHE REBAR; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 218.82 FEET TO A WEIHE REBAR; (2) SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST 1148.65 FEET TO A WEIHE REBAR; (3) SOUTH 47 DEGREES 19 MINUTES 59 SECONDS EAST, PASSING THROUGH A WEIHE REBAR AT 801.15 FEET, A TOTAL DISTANCE OF 831.15 FEET TO THE CENTERLINE OF BREWER DITCH; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTH 42 DEGREES 13 MINUTES 56 SECONDS WEST 77.53 FEET; (2) THENCE SOUTH 45 DEGREES 24 MINUTES 22 SECONDS WEST 107.23 FEET; (3) THENCE SOUTH 22 DEGREES 55 MINUTES 39 SECONDS WEST 81.12 FEET TO THE NORTH LINE OF THE TOWN OF WHITELAND PARCEL AS DESCRIBED IN BOOK 171 PAGE 222 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID PARCEL THE FOLLOWING FOUR (4) COURSES: (1) THENCE NORTH 54 DEGREES 15 MINUTES 06 SECONDS WEST PASSING THROUGH A WEIHE REBAR AT 30.00 FEET, A TOTAL DISTANCE OF 153.22 FEET; (2) THENCE NORTH 37 DEGREES 43 MINUTES 06 SECONDS WEST 185.80 FEET; (3) THENCE NORTH 67 DEGREES 55 MINUTES 06 SECONDS WEST 140.80 FEET TO THE NORTHWEST CORNER OF SAID BOOK 171 PAGE 222, MARKED BY A REBAR WITHOUT CAP; (4) THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST 5.78 FEET TO THE NORTHEAST CORNER OF THE TOWN OF WHITELAND PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2001-015485 IN SAID RECORDER'S OFFICE, MARKED BY A BENT REBAR WITHOUT CAP; THENCE ALONG SAID NORTH LINE NORTH 83 DEGREES 18 MINUTES 57 SECONDS WEST 174.17 FEET; THENCE ALONG THE WEST LINE OF SAID PARCEL SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST 216.07 FEET TO THE NORTHEAST CORNER OF THE TOWN OF WHITELAND PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2009-01497, MARKED BY A REBAR WITH ILLEGIBLE CAP; THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 88 DEGREES 43 MINUTES 54 SECONDS WEST 150.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, MARKED BY A REBAR WITH "SITE LINE S0304" CAP; THENCE ALONG THE WEST LINE OF SAID PARCEL SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST 300.00 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 28, MARKED BY A REBAR WITH "SITE LINE S0304" CAP; THENCE ALONG SAID SOUTH LINE SOUTH 88 DEGREES 43 MINUTES 54 SECONDS WEST 324.27 FEET TO THE POINT OF BEGINNING, CONTAINING 34.91 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR'S CERTIFICATE:

CROSS REFERENCE IS HEREBY MADE TO A SURVEY OF THE LAND SHOWN HERON AND RECORDED AS INSTRUMENT NUMBER 2024-010261 IN THE JOHNSON COUNTY, INDIANA RECORDER'S OFFICE.

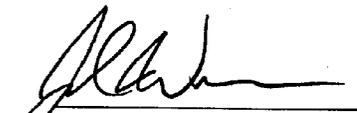
I, JOSHUA DAVID WERNER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA:

THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON JUNE 25, 2024; THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST OR BOND HAS BEEN POSTED TO COVER THE LATER INSTALLATION OF THESE MONUMENTS, AND THAT ALL OTHER REQUIREMENTS SPECIFIED HEREIN, HAVE BEEN MET.

THERE HAVE BEEN NO CHANGES FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY, OR ANY PRIOR SUBDIVISION PLATS CONTAINED THEREIN, ON ANY LINES THAT ARE IN COMMON WITH THIS SUBDIVISION.

THIS SUBDIVISION CONSISTS OF 88 LOTS, NUMBERED 1-88 INCLUSIVE ALONG WITH THE 7 COMMON AREAS LABELED "C" TO "I" TOGETHER WITH STREET RIGHTS-OF-WAY, ALL AS DELINEATED ON THE WITHIN PLAT. THE SIZE OF LOTS, COMMON AREAS, EASEMENTS, AND THE WIDTH OF THE STREET RIGHTS-OF-WAY ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 18TH DAY OF JULY 2024.

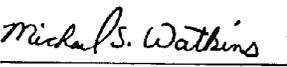

JOSHUA DAVID WERNER
PS NO. LS21200020
STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. JOSHUA DAVID WERNER, PS

THIS INSTRUMENT WAS PREPARED BY JOSHUA DAVID WERNER, PS OF WEIHE ENGINEERS, INC.

CERTIFICATE OF APPROVAL
RECEIVED FOR ASSESSMENT THIS 1st DAY OF August 2024.


MIKE WATKINS
JOHNSON COUNTY ASSESSOR

DAILY ENTERED FOR TAXATION THIS 1st DAY OF August

PLAN COMMISSION

UNDER AUTHORITY OF ACTS AMENDATORY TO ADVISORY PLAN COMMISSION

APPROVED BY THE WHITELAND ADVISORY PLAN COMMISSION


PRESIDENT:

DIRECTOR OF ADMINISTRATION

THE WHITELAND PLAN COMMISSION HEREBY CERTIFIES THAT THIS PLAT IS IN ACCORDANCE WITH THE WHITELAND PLAN COMMISSION

WHITELAND PLAN COMMISSION


DIRECTOR OF ADMINISTRATION
DATE: 7/24

COVENANTS AND CONDITIONS

WE THE UNDERSIGNED HEREBY CERTIFY THAT WE HAVE LAID OUT THE LOTS WITHIN PLAT. WE DO NOT

THIS SUBDIVISION SHALL BE SUBJECT TO THE STREETS AND ALLEYS SHOWN ON THE PLAT. ARE HEREBY ESTABLISHED AND SHALL BE MAINTAINED

A PERPETUAL EASEMENT SHALL BE GRANTED TO THE UNDERSIGNED TO INSTALL AND REMOVE CONDUIT AND OTHER EQUIPMENT FOR SANITARY SEWER, STORM SEWER, AND SERVICE WIRES TO SERVE OR SHRUBS THAT INTERFERE WITH THE SERVICE. HEREBY GRANTED TO THE UNDERSIGNED. TREES SHALL BE PLANTED AND MAINTAINED. SHRUBS, LANDSCAPING SHALL BE GRANTED.

NO FENCE, WALL, STRUT, OR OTHER OBSTRUCTION AND ONE-HALF AND EIGHTH PARTS OF THE AREA FORMED BY THE CURB SHALL BE MAINTAINED IN THE CASE OF A ROUNDABOUT. LIMITATIONS SHALL APPLY TO DRIVEWAY PAVEMENT.

NO PORTION OF A PAVEMENT CENTERLINE INTERSECTION SHALL BE MAINTAINED.

NO FENCE, HEDGE, TRUSS, OR OTHER OBSTRUCTION ABOVE THE STREET SHALL BE MAINTAINED.

NO TREES SHALL BE PLANTED OR MAINTAINED.

NO WALLS, ROCKS OR OTHER OBSTRUCTIONS SHALL BE MAINTAINED.

NO STRUCTURES, OR OTHER OBSTRUCTIONS, OR PLANTINGS, CROPS, TREES, OR SHRUBS, TRIMMING OR MAINTENANCE SHALL BE MAINTAINED BY THE OWNER AND SUBJECT TO THE APPROVAL OF THE PLAN COMMISSION.

THIS SITE PLOTS BY SUBJECT TO REVIEW AND APPROVAL OF THE PLAN COMMISSION ASSESSMENTS FOR MAINTENANCE.

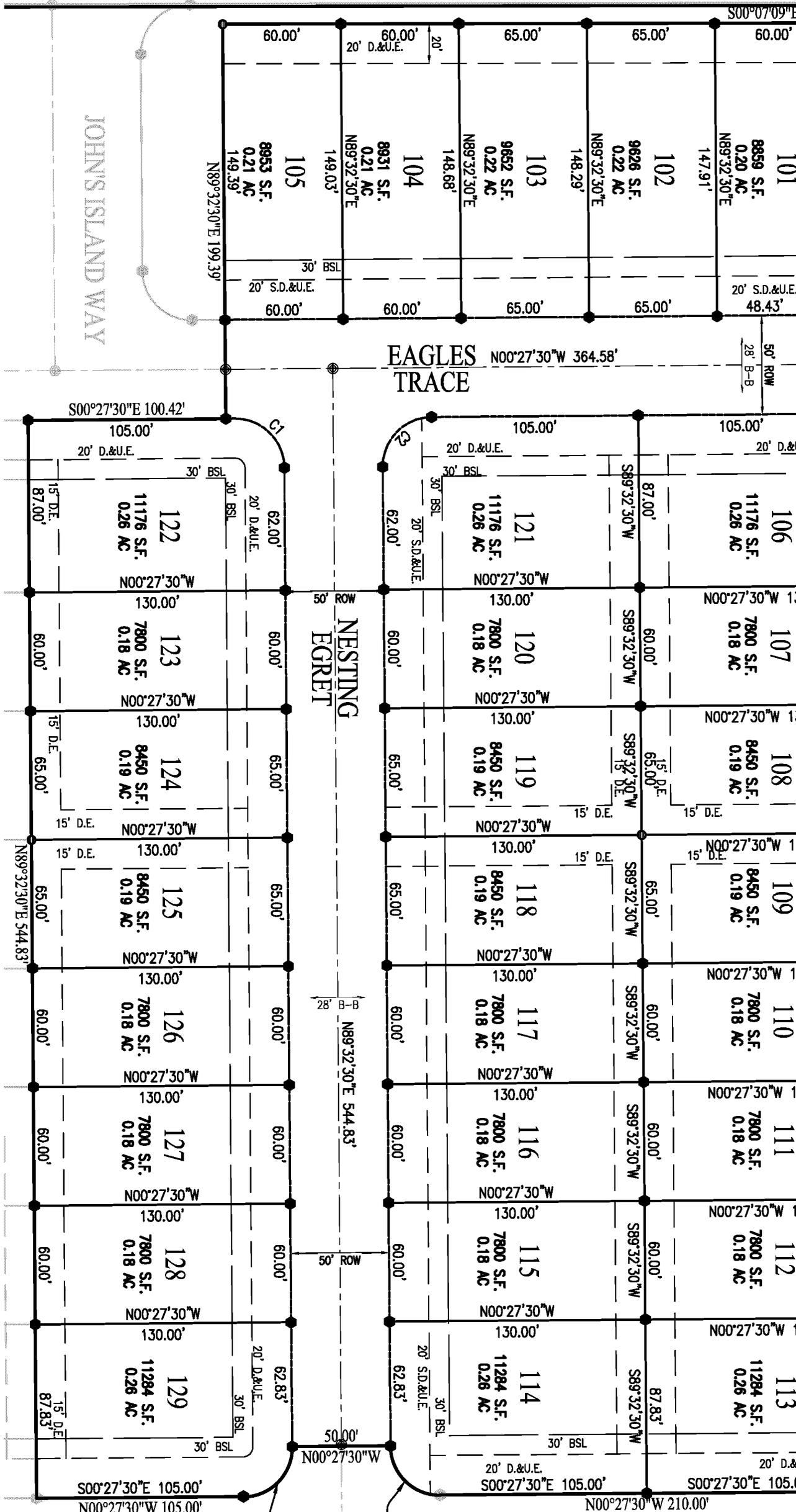
NO CONSTRUCTION, OR OTHER OBSTRUCTIONS, OR IMPROVEMENTS ENCOUNTERED SAID TRACT OR SUBSURFACE WATER SHALL BE MAINTAINED.

PRIVATE TILES, AND MANHOLES ARE SUBJECT TO THE APPROVAL OF THE PLAN COMMISSION. APPLICATION FEES AND COSTS SHALL BE PAID BY THE OWNER.

EASEMENT PROVIDED, HEREIN PROVIDED FOR HEREIN WITHOUT THE EXPENSE OF THE SUCCESSORS AND ASSIGNEES. MADE WITHOUT THE EXPENSE OF THE SUCCESSORS AND ASSIGNEES.

THIS PLAT IS SUBJECT TO THE PLAN COMMISSION NUMBER 2019-018851

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



This instrument prepared for:

GRADISON DEVELOPM

6330 E. 75TH STREET, SUITE 156
 INDIANAPOLIS, IN 46250

CONTACT: MARK GRADISON

~~FILED~~

~~Subject To Final Acceptance
For Transfer Sep 26 2024
Elizabeth A Alvey
AUDITOR JOHNSON COUNTY, IND.~~

~~2024-013864~~

~~RECORDED ON
08/26/2024 12:57:20 PM
TERESA K. PETRO
JOHNSON COUNTY RECORDER
REC FEE: 25.00
PAGES: 36
RECORDED AS PRESENTED~~

This is the original recorded document being re-recorded to correct oversized images

FILED

Subject To Final Acceptance
For Transfer Sep 05 2024
Elizabeth A Alvey
AUDITOR JOHNSON COUNTY, IND.

2024-015010

RECORDED ON
09/05/2024 01:02:46 PM
TERESA K. PETRO
JOHNSON COUNTY RECORDER
REC FEE: 25.00
PAGES: 36
RECORDED AS PRESENTED

Cross-References: Inst. # 2023-008619 (Deed for Property)
Inst. # (2024-012282, Plat Book E, Pages 698a-g) (Plat of Section 6 of the Property)
Inst. # 2019-018851 (Briar Creek Declaration)

Stormwater Management BMPs Maintenance Agreement
And
Amendment of Declaration of Covenants, Conditions, and
Restrictions of Briar Creek Subdivision

THIS AGREEMENT is made and is effective as of the 22nd day of August, 2024, (to be entered with the date this Agreement is executed by the Owner) by and between **Gradison Land Development, Inc.**, an Indiana corporation, **Briar Creek Development, LLC**, an Indiana limited liability company ("Developer" and "Declarant"), and **Briar Creek Homeowners' Association, Inc.**, an Indiana non-profit corporation ("Association") (collectively, "Owner"), and the **Town of Whiteland** ("Town") and the provisions of this Agreement shall be deemed incorporated and amended into and a part of the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Briar Creek Homeowner's Association recorded as Instrument Number 2019-018851 within the Office of the Recorder of Johnson County, Indiana (the "Declaration"). Except as otherwise specifically defined herein, all capitalized terms will have the meaning ascribed to such term in the Declaration.

In accordance with the Stormwater Management Code and Stormwater Technical Standards Manual of the Town of Whiteland (the "Town"), the Owner agrees to install and maintain stormwater management practice(s) (also known as BMPs) on or serving the subject property known as Briar Creek Sections 6 & 7 (the "Property") identified within the BMP Operation and Maintenance Manual ("Manual") attached hereto and incorporated herein as Exhibit A, in accordance with the Manual. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity.

(NOTE: After this Agreement is accepted and signed by the Town, the Owner shall record this Agreement, together with all Exhibits, in the Johnson County Recorder's Office within the chain of title of the Property and thereafter shall promptly provide an electronic copy of the recorded document to the Town.)

Sales Disclosure Not Required
Johnson County Assessor

Sales Disclosure Not Required
Johnson County Assessor

RE-RECORD 09/05/2024 km

Through this Agreement, the Owner hereby agrees to and subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner shall be solely responsible for the installation, maintenance, and repair of the stormwater management system and practices, drainage easements, and associated landscaping identified in the Manual, during Owner's ownership of or control over any portion of the Property.
2. No alterations or changes to the stormwater management system and practice(s) identified in the Manual shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Town.
3. The Owner shall retain the services of a qualified individual or company to operate and ensure the maintenance of the stormwater management system and practice(s) identified in the Manual.
4. The Owner shall annually, by December 30th, provide to the Town records of inspections, maintenance, and repair of the stormwater management system and practices in accordance with the Manual.
5. The Town or its designee is authorized to access the Property as necessary to conduct inspections of the stormwater management system and practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in the Manual. Upon written notification by the Town or its designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the stormwater management system or any other improvements be damaged.
6. If the Owner fails to properly maintain the stormwater management system and practice(s) in accordance with the Manual and this Agreement, the Town is authorized, but not required, to perform the specified inspections, maintenance, or repairs in order to preserve the intended functions of the system and practice(s) and prevent the system and practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the Town, no notice shall be required prior to the Town performing emergency maintenance or repairs. Whether an emergency or not, the Town may levy the costs and expenses of such inspections, maintenance, or repairs plus a ten percent (10%) administrative fee against the Owner and the Property. The Town at the time of entering upon said stormwater management system and practice for the purpose of maintenance or repair may file a notice of lien upon the Property in the Johnson County Recorder's Office. If said costs and expenses are not paid by the Owner, the Town may pursue the collection of same through appropriate court action, and in such a case, the Owner shall pay in addition to said costs, expenses, and fees, all costs of litigation, including without limitation reasonable attorney fees. The terms of this Agreement may be enforced by all available legal and equitable remedies, including injunctive relief.
7. The Owner hereby conveys to the Town an easement over, on, and in the Property and grants perpetual access rights for the purpose of access to the stormwater management system and practice(s) for the inspection, maintenance, and repair thereof, should the Owner fail to properly inspect, maintain, and repair the practice(s).
8. The Owner agrees that this Agreement shall be recorded, and that the Property shall be subject to the covenants and obligations contained herein, and this Agreement shall run with the land and be binding upon all current and future owners of the Property.

9. The Owner agrees that the rights, obligations, and responsibilities hereunder shall commence upon execution of the Agreement.
10. The signatories for the Owner, whose signatures appear below, hereby represent and warrant on behalf of the Owner that they have the authority and capacity to sign this Agreement and bind the respective parties hereto.
11. The Owner, its agents, representatives, successors, and assigns shall defend, indemnify and hold the Town harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the stormwater management practice(s) referred to in Exhibit A which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses, and attorney fees incurred by the Town in connection with such Claims or the enforcement of this Agreement.
12. All costs, expenses, and other charges for which the Owner is responsible under this Agreement shall constitute Common Expenses under the Declaration. This Easement shall also be binding upon and shall inure to the benefit of the parties hereto and their transferees, successors, and assigns. Any and all duties and obligations of the Owner under this Agreement shall be joint and several.
13. Declarant represents and warrants to the Town that it has the authority to amend the Declaration as provided in this Agreement. The persons whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this Agreement on behalf of the Declarant.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the Owner has executed this Agreement effective as of the date first above written.

“OWNER”

GRADISON LAND DEVELOPMENT, INC.

Signed: 

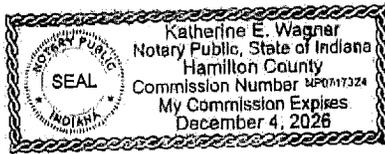
Name: Joseph L. Gradison

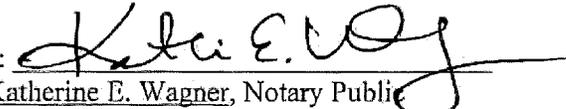
Title: President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

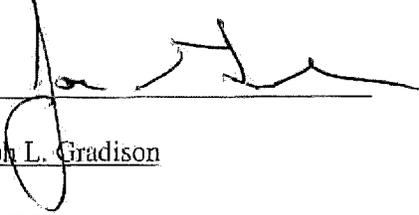
Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Gradison, who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of Gradison Land Development, Inc.

Witness my hand and Notarial Seal this 22nd day of August, 2024.



Signature: 
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

BRIAR CREEK DEVELOPMENT, LLC

Signed: 

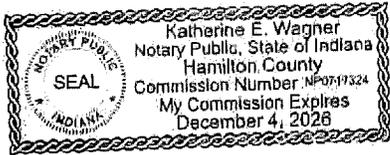
Name: Joseph L. Gradison

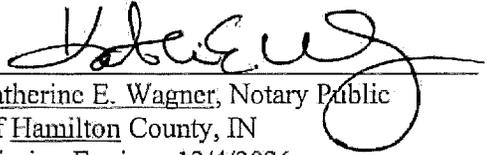
Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

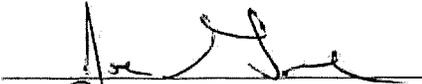
Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Gradison, who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of Briar Creek Development, LLC.

Witness my hand and Notarial Seal this 22nd day of August, 2024.



Signature: 
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

**BRIAR CREEK HOMEOWNERS'
ASSOCIATION, INC.**

Signed: _____


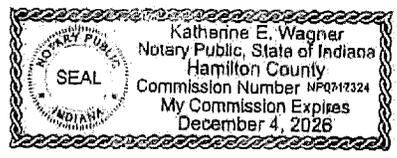
Name: Joseph L. Gradison

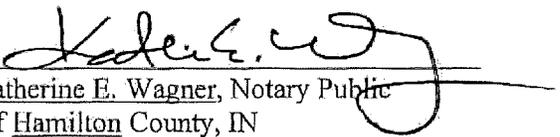
Title: Board Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Gradison, who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of Briar Creek Homeowners' Association, Inc.

Witness my hand and Notarial Seal this 22nd day of August, 2024.



Signature: _____

Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

IN WITNESS WHEREOF, the Town has executed and accepted this Agreement as of the date set forth below.

TOWN OF WHITELAND

Attest:

Signed: Carmen Young
Carmen Young, Director of Administration

Melissa A. Fraser
Melissa A. Fraser, Clerk-Treasurer

Date: August 22, 2024

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)



Before me, a Notary Public in and for said County and State, personally appeared Carmen Young, as the Town's Director of Administration, who acknowledged the execution of the foregoing Agreement with the proper authority to do so on behalf of the Town of Whiteland.

Witness my hand and Notarial Seal this 22nd day of August, 2024.

Signature: Angela Petrow
Printed: ANGELA PETROW, Notary Public
Resident of Johnson County, IN
My Commission Expires: 1/12/2031
Commission Number: NP0746045

This instrument prepared by (and return to after recording): Stephen K. Watson, Attorney at Law, WILLIAMS BARRETT & WILKOWSKI, LLP, 600 North Emerson Ave., P.O. Box 405, Greenwood, Indiana 46142, (317) 888-1121.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Stephen K. Watson

Exhibit A

BMP Operation and Maintenance Manual

(See the attached following pages.)



IMAGE/COPY PROPERTY OF JOHNSON COUNTY LAND SURVEYING/CIVIL ENGINEERING T FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Landscape Architecture

Build with confidence.

Post-Construction Stormwater Quality BMP Operations and Maintenance Manual

For:

BRIAR CREEK SECTIONS 6 & 7

Johnson County, Whiteland, Indiana

Prepared For:

Gradison Development Company

6330 E. 75th Street, Suite 156

Indianapolis, IN 46250

Phone: (317) 594-7575

Contact: Mark Gradison

Email: mgradison@gradison.net

Prepared By: Travis P. Gaither, P.E.

Checked By: Rick Ellis

Date:

August 8, 2024

Revised:

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. – *Travis P. Gaither*

THIS INSTRUMENT PREPARED BY: Travis P. Gaither



IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

ENGINEERS

Land Surveying | Civil Engineering
Landscape Architecture

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Post-Construction Stormwater Quality BMP
Operations and Maintenance Manual
Prepared For:
Briar Creek – Sections 6 & 7

Whiteland, IN

Project #W22.0343

TABLE OF CONTENTS

Operation and Maintenance Manual

1. Project Narrative
2. Definitions
3. Location Maps
4. Checklist and Maintenance Activities
 - Wet Detention Basin (BMP)
 - Dry Detention Basin (BMP)
5. Reference Details

PROJECT NARRATIVE

(SECTION 1 OF O&M)

Project Narrative

Gradison Development Company is proposing to expand the existing “Briar Creek” subdivision on 45.72+/- acres of undeveloped farmland on the southside of Whiteland Road. It is bounded on the north by Whiteland Road, the east by a multi-family residential development, the south property owned and managed by the Town of Whiteland Sewer Department, and the west by a single-family subdivision. The parcel is developed into a single-family residential subdivision containing approximately 129 lots under two sections of development.

The proposed development is on a site at a Latitude of N 39° 32' 46" and Longitude W 86° 05' 30", falling within Pleasant Township. The site is generally located in the North Half of Section 28, Township 13 North, and Range 4 East, in Johnson County, Indiana. The outfall will discharge into Brewer Ditch.

Water Quality will be achieved by utilizing one wet detention basin and one dry detention basin prior to discharge into Brewer Ditch located at the southeast corner of Briar Creek Section 6. Refer to **Figure 4.1** for the location of the following BMP features for Briar Creek Sections 6 & 7:

- BMP Wet Detention Basin and associated outlet system.
- BMP Dry Detention Basin and associated outlet system.
- The storm sewer system is a public system under the Town of Whiteland ownership and maintenance.

BMP Owner Contact Information:

Briar Creek Homeowner’s Association, Inc.
6330 E. 75th Street, Suite 156
Indianapolis, IN 46250
Phone: (317) 594-7575

DEFINITIONS

(SECTION 2 OF O&M)

Definitions

Best Management Practices (BMP):

Best Management Practices, refer to structural or non-structural measures designed for the benefit of water quality and quantity.

Urban stormwater runoff contains many types and forms of pollutants. When compared to stormwater run-off from pre-developed conditions, high concentrations and some contaminants that are not naturally present in surface runoff from undeveloped local lands are found. Runoff from undeveloped watersheds contains metals, nutrients, sediment particles, oxygen-demanding compounds, and other constituents. Once developed, constituent loads increase because surface runoff volumes increase and the sources of many of these pollutants also increase. Supplemental applications of compounds, such as fertilizers, also tend to increase the availability of some pollutants to stormwater runoff.

Runoff water quality in urban areas can be extremely detrimental to local habitat. Paved surfaces and standing water bodies for stormwater management control elevate the temperature of water entering streams. Chemicals in standing water and ponds are oxidized, resulting in depressed levels of dissolved oxygen. Increased runoff volumes and rates create scour and deposition damage to instream habitat. Activities in urbanized areas, such as vehicular traffic, deposit pollutants such as heavy metals and oil & grease on paved surfaces where they easily wash off into the streams.

BMP Owner:

The owner of the BMP in this case will be the Homeowners Association responsible for the wet and dry detention ponds of the subdivision.

Wet Detention Basin:

A Wet Detention Pond is a facility, which removes sediment, biochemical oxygen demand (BOD), organic nutrients, and trace metals from stormwater runoff. This is accomplished by slowing down stormwater using an in-line permanent pool or pond affection settling pollutants. The wet pond is similar to a dry pond, except that a permanent volume of water is incorporated into the design. The drainage area should be such that as adequate base flow is maintained in the pond. Biological processes occurring in the permanent pond pool aid in reducing the amount of soluble nutrients present in the water such as nitrate and ortho-phosphorus.

Stormwater Infrastructure:

Storm water infrastructure and structures refers to structural or non-structural measures designed for the benefit of storm water conveyance. Storm water is the rainfall/ snowmelt that flows over our yards, streets, parking lots, and buildings and either enters the storm drain system or runs directly into a lake or stream.



IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

ENGINEERS

Land Surveying | Civil Engineering
Landscape Architecture

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Owners of storm water infrastructure and structures as previously mentioned is the Town of Whiteland.

Conveyance Storm Pipes:

Catch basins/inlets should be inspected at least once every six months. Storm Pipes and culverts should be inspected every three to five years, or in response to a problem. Most agencies inspect their sewer pipes six inches or larger with a TV camera. All other parts of the system are inspected visually.

Look for excessive silt build-up, erosion, unusual algal growth, cracked or collapsed pipes, misaligned joints, and other signs of problems such as a sheen on the water surface, discolored water, or an unpleasant odor. Check with product manufacturers or storm water handbooks for advice on what to look for when inspecting more sophisticated treatment devices such as flow splitters and diverters. When a problem is noted, take steps to correct the problem, or route this information immediately to the Town of Whiteland.

Inspections

Routine inspections are the responsibility of the BMP owner. Maintenance is also the responsibility of the owner. The BMP owner shall be financially responsible for any maintenance or repairs required by the Town or its representatives during the Town's inspections. The approval maintenance plan and inspection forms provided with this manual should be used as guidance for performing maintenance activities. Completed inspection forms must be maintained by the BMP owner and produced upon request by the Town. The Town must be notified of any changes in BMP ownership, major repairs or BMP failure in writing within 30 days. The letter should be addressed to:

Town of Whiteland
549 Main Street
Whiteland, IN 46184-1552

The Town and/or its representatives have the right to enter the property to inspect BMPs. In the event that the Town finds a BMP in need of maintenance or repair, the Town will notify the BMP owner of the necessary maintenance or repairs and give the landowner a timeframe for completing the maintenance or repairs. If the maintenance or repairs are not completed within the designated timeframe, the Town shall perform the maintenance or repairs and bill the landowner for the actual costs for the work.

Inspection & Maintenance Activities

Refer to the checklist provided with this manual for operation, maintenance and inspection of BMP and storm water infrastructure. The checklist is for the use of the BMP owner in performing routine inspections. The Town will perform annual inspections of BMPs, using similar checklist. The BMP owner must maintain and update the BMP operations and maintenance plan. At a minimum, the operations and maintenance plan must include, but is not limited to:

1. Visual inspect and removal of debris from inlet, outlet, and sump structures
2. Removal of woody vegetation and debris from the embankments

BMP owners must routinely inspect BMPs to verify that all BMP components are functioning as designed and are not in danger of failing. All BMPs need maintenance to function as water quality and quantity enhancements. Maintenance can range from dredging sediment out of the treatment area to mowing grass.



ENGINEERS

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IA. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

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The BMP owner agrees to the maintenance and inspection programs attached with this manual. Inspections must be documented on the inspection forms included in this Operation and Maintenance Manual.

A self-monitoring program by the project site owner is required during construction and during a maintenance schedule of any project described. A trained individual employed or retained by the project site owner shall prepare and maintain a written evaluation of the project site by the end of the next business day following each measurable Inspection.

Inspection during the maintenance schedule must routinely inspect all storm water infrastructure to verify that all components are functioning as designed and are not in danger of failing. They should be inspected a minimum of an annual basis or upon observed failure.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

OWNER ACKNOWLEDGEMENT
(SECTION 3 OF O&M)



Owner Acknowledgment

This Operation and Maintenance Manual is submitted to the Town of Whiteland with the intent to insure the longevity and adequate functioning of the one BMP Wet Detention Basin and one BMP Dry Detention Basin owned by Briar Creek Homeowners Association, Inc. By submitting this Operation and Maintenance Manual to the Town of Whiteland's Office with plans to maintain one BMP Wet Detention Basin and one BMP Dry Detention Basin, the BMP owner noted above agrees to follow and abide by the inspection schedule and maintenance activities listed in this manual. The BMP owner noted above is responsible for any additional maintenance and/or repair activities to maintain the function and longevity of the BMP(s). Upon the request by the Town, Briar Creek Homeowners Association, Inc. will self-certify that the inspections and maintenance activities were performed in accordance with this manual.

[Handwritten Signature]
Owner Signature:

August 8, 2024
Date

Mark D. Gradison
Printed

STATE OF INDIANA)
) SS:
COUNTY OF)

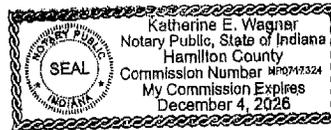
BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Mark D. Gradison Owners, Agent, subscribed and sworn before me this 8th day of August, 2024.

Hamilton
County of Residence

[Handwritten Signature]
Signature

12/4/2026
Commission Expiration Date

Katherine E. Wagner
Printed Name



IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

LOCATION MAPS

(SECTION 4 OF O&M)

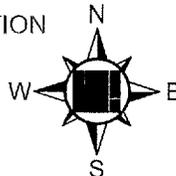
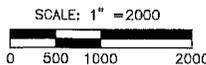
IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



BRIAR CREEK SEC 6 & 7
WHITELAND, IN
 WEIHE
ENGINEERS
10305 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846-6611



PROJECT LOCATION

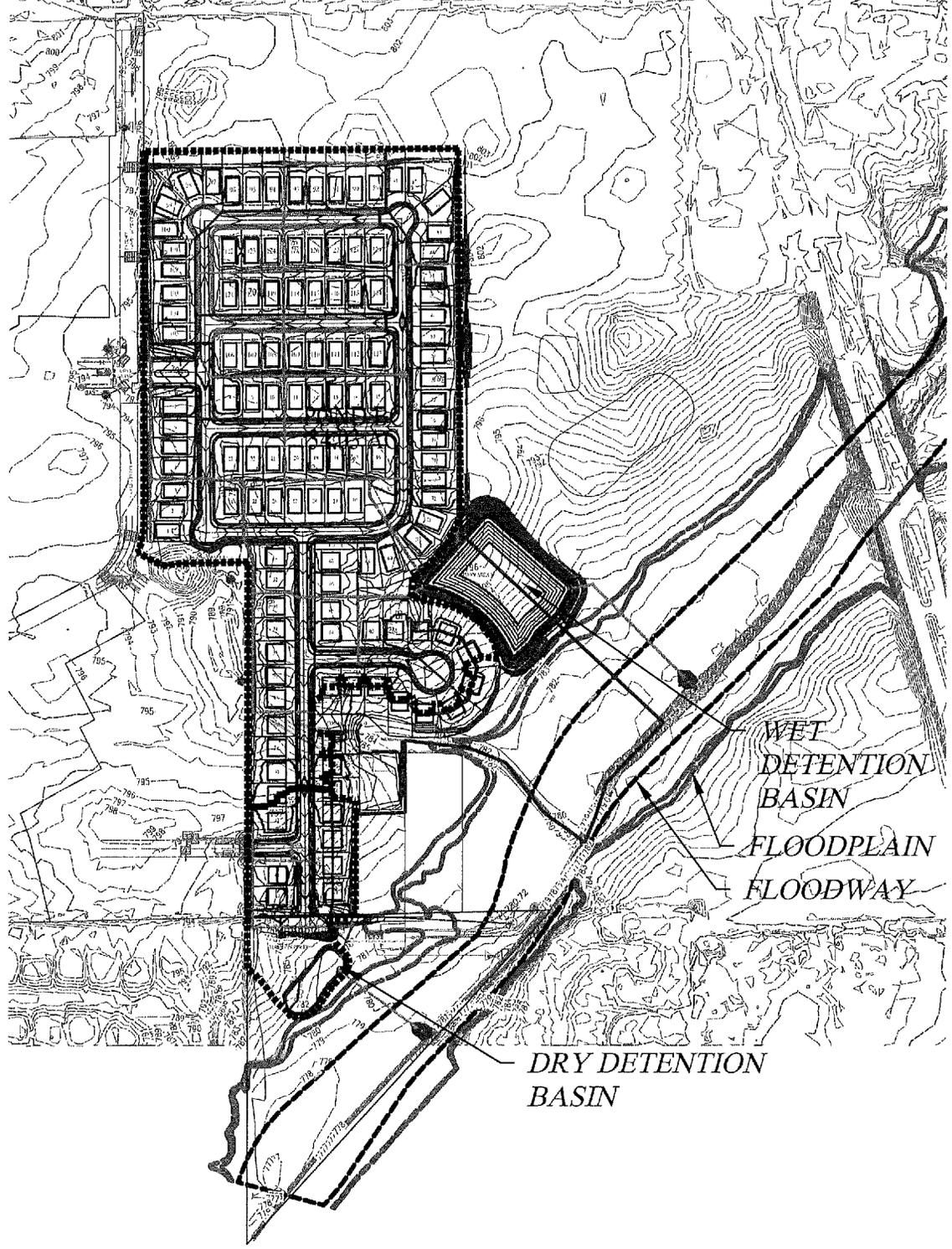


LOCATION MAP

Date: February 2, 2023

FIGURE 1.1

IMAGE COPY PROPERTY OF JOHNSON COUNTY IN FULL CENSEE CITY NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



BRIAR CREEK SEC 6 & 7
WHITELAND, IN

WEIHE
ENGINEERS

10505 N. College Avenue
Indianapolis, Indiana 46230
weiheng.com
317.846.6061

SCALE: 1" = 300'
0 75' 150' 300'

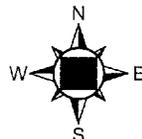


FIGURE 4.1

WATER QUALITY
BASIN MAP

Date: March 29, 2023

**CHECKLISTS AND MAINTENANCE
ACTIVITIES**
(SECTION 5 OF O&M)

IM/AGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Inspection and Maintenance Checklist for Wet Pond Pond 1

Site Name:	Briar Creek Sections 6 & 7
Owner Name:	Briar Creek Homeowner's Association, Inc.
Owner Address:	6330 E. 75th Street, Suite 156, Indianapolis, IN 46250
Owner Phone Number:	317-594-7575
Emergency Phone Number:	
Location:	
Date:	
Time:	
Inspector:	
Change in ownership since last inspection?	Y OR N

Maintenance Item	Maintenance (1 or 2)*	Maintenance is needed:	Comments
Water Level		First cell is empty, doesn't hold water.	
Trash and Debris		Trash and debris > 5cf per 1,000 sf (one standard size garbage can)	
Inlet/Outlet Pipe		Inlet/Outlet pipe clogged with sediment and/or debris material.	
Sediment Accumulation in Pond Bottom/Dredging		Accumulated sediment reached 7' below normal pool elevation. (N.P. 789.5' Pond Bottom 781.5').	
Water Level		Accumulated sediment reached 7' below normal pool elevation. (N.P. 789.5' Pond Bottom 781.5').	
Oil Sheen on Water		Prevalent and visible oil sheen.	
Erosion		Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6-inches, or where continued erosion is prevalent.	
Settlement of Pond Dike/Berm		Any part of these components that has settled 4-inches or lower than the design elevation, or inspector determines dike/berm is unsound.	
Internal Berm		Berm dividing cells should be level.	
Overflow Spillway		Rock is missing and soil is exposed at top of spillway or outside slope.	
Debris Barriers (e.g., Trash Racks)			
Trash and Debris		Trash or debris that is plugging more than 20% of the openings in the barrier.	
Damaged/Missing Bars		Bars are bent out of shape more than three inches	
		Bars are missing or entire barrier missing.	
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	
Inlet/Outlet Pipe		Debris barrier missing or not attached to pipe.	
Misc.			
Aeration Equipment		Aeration equipment is clean and functioning properly with filters cleaned or replacement up to date per manufacture recommendaitons.	
Vegetation		Vegetation that reduces free movement of water through the ditches	
Erosion Damage to Slopes and Channel Bottom		Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion Any erosion observed on a compacted berm embankment	

*Maintenance: Enter 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

Inspection and Maintenance Checklist for Dry Pond
IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
Basin 2

Site Name:	Briar Creek Sections 6 & 7
Owner Name:	Briar Creek Homeowner's Association, Inc.
Owner Address:	6330 E. 75th Street, Suite 156, Indianapolis, IN 46250
Owner Phone Number:	317-594-7575
Emergency Phone Number:	
Location:	
Date:	
Time:	
Inspector:	
Change in ownership since last inspection?	Y OR N

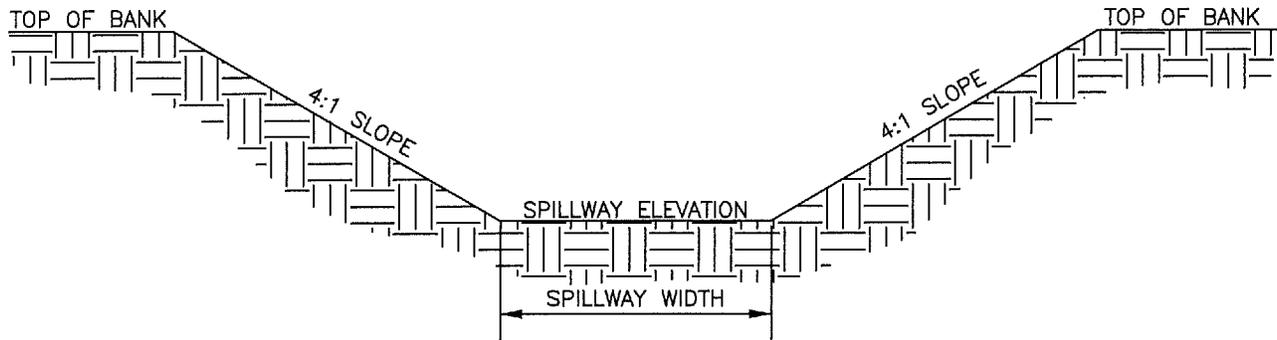
Maintenance Item	Maintenance (1 or 2)*	Maintenance is needed:	Comments
Trash and Debris		Trash and debris > 5cf per 1,000 sf (one standard size garbage can)	
Inlet/Outlet Pipe		Inlet/Outlet pipe clogged with sediment and/or debris material.	
Sediment Accumulation in Pond Bottom/Dredging		Accumulated sediment more than 3" along pond bottom should be removed.	
Oil Sheen on Water standing greater than 48 hours.		Prevalent and visible oil sheen on water surface. Water standing in dry basin greater than 48 hours.	
Erosion		Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6-inches, or where continued erosion is prevalent.	
Settlement of Pond Dike/Berm		Any part of these components that has settled 4-inches or lower than the design elevation, or inspector determines dike/berm is unsound.	
Internal Berm		Berm dividing cells should be level.	
Overflow Spillway		Spillway should have well maintained grass cover. If soil is exposed at top of spillway or outside slope attention should be given to establish grass cover.	
Misc.			
Subsurface Treatment Drain		Subsurface Treatment Drain that is laden with silt and not functioning for 24-hr. draw down will need to silt removed from the top layer of treatment bed.	

*Maintenance: Enter 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

REFERENCE MATERIALS

(SECTION 6 OF O&M)

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



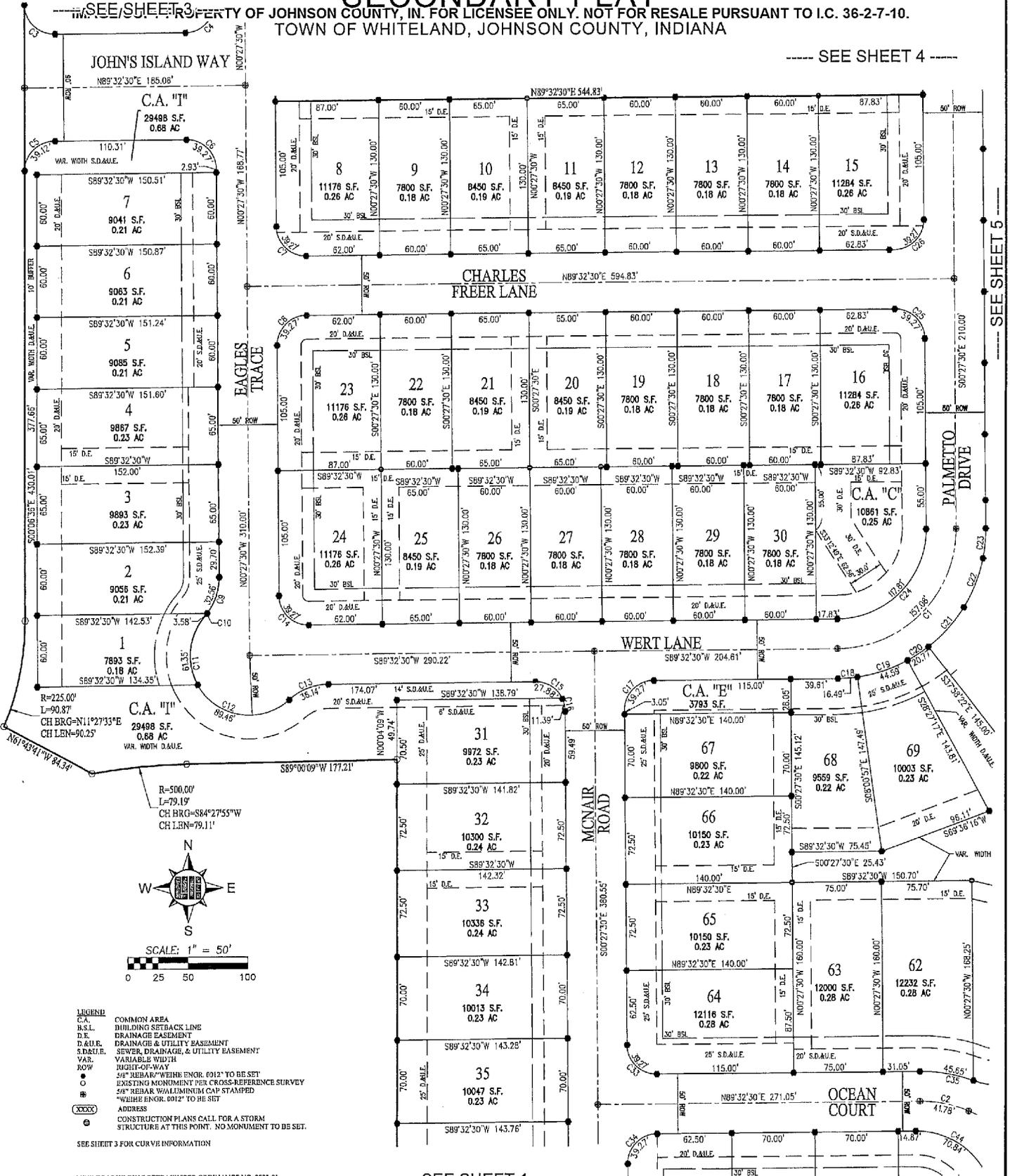
LOCATION:	TOP OF BANK ELEV.:	100YR ELEV.:	SPILLWAY ELEV.:	SPILLWAY WIDTH:
WET POND	789.0	787.45	787.1	80'
DRY BASIN	782.1	781.43	781.7	30'

DETAIL EXHIBIT

BRIAR CREEK - SECTION SIX SECONDARY PLAT

PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA

--- SEE SHEET 4 ---



- LEGEND**
- C.A. COMMON AREA
 - B.S.L. BUILDING SETBACK LINE
 - D.E. DRAINAGE EASEMENT
 - S.D.A.U.E. SEWER, DRAINAGE, & UTILITY EASEMENT
 - VAR. VARIABLE WIDTH
 - ROW RIGHT-OF-WAY
 - 26" REBAR WEIHE ENGR. 0912" TO BE SET
 - EXISTING MONUMENT PER CROSS-REFERENCE SURVEY
 - 26" REBAR W/ALUMINUM CAP STAMPED WEIHE ENGR. 0912" TO BE SET
 - ADDRESS
 - CONSTRUCTION PLANS CALL FOR A STORM STRUCTURE AT THIS POINT. NO MONUMENT TO BE SET.

SEE SHEET 3 FOR CURVE INFORMATION

MINIMUM BUILDING SETBACKS PER ORDINANCE NO. 2023-01

BRIAR CREEK NORTH

FRONT YARD: 30 FEET OR AS SHOWN
SIDE YARD: 5 FEET
REAR YARD: 25 FEET

BRIAR CREEK SOUTH

FRONT YARD: 30 FEET OR AS SHOWN
SIDE YARD: 5 FEET
REAR YARD: 25 FEET

--- SEE SHEET 1 ---

PROJECT NO.: W220343

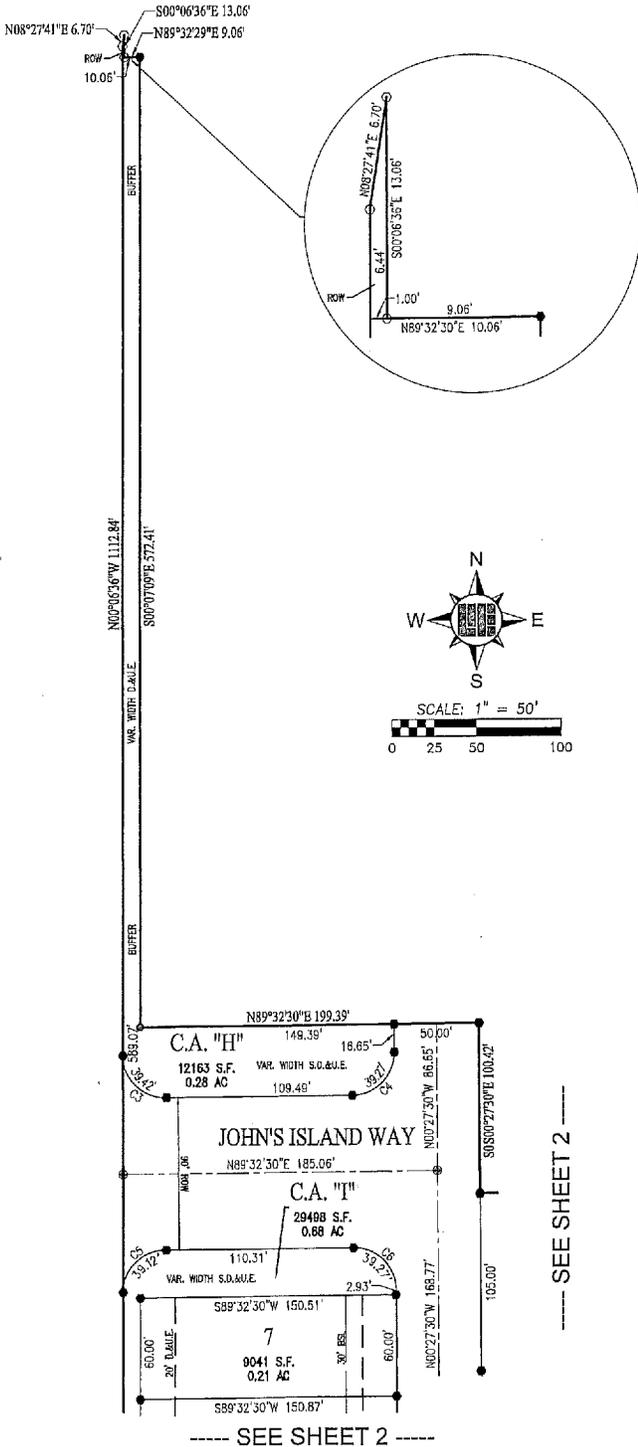
This instrument prepared for:
GRADISON DEVELOPMENT COMPANY
MARK GRADISON
6530 E. 75TH STREET, SUITE 166
INDIANAPOLIS, IN 46260

This instrument prepared by: Joshua David Warner, P.S.
1015 N. College Avenue
Indianapolis, Indiana 46230
weiba.net
317 846-6611
800 422-5488
317 843-0246/fax
"Build with confidence."
ALAN H. WEIHE, P.E., S.E., F.O.S.P.A.

SHEET 2 OF 7

BRIAR CREEK - SECTION SIX SECONDARY PLAT

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	157.08'	100.00'	90°00'00"	S44°32'30"W	141.42'
C2	41.78'	100.00'	23°56'19"	S78°28'21"E	41.48'
C3	39.42'	25.00'	90°20'22"	N45°38'21"W	35.48'
C4	39.27'	25.00'	90°00'00"	S44°32'30"W	35.36'
C5	39.12'	25.00'	89°39'42"	N45°08'47"E	35.25'
C6	39.27'	25.00'	90°00'00"	S45°27'30"E	35.36'
C7	39.27'	25.00'	90°00'00"	N45°27'30"W	35.36'
C8	39.27'	25.00'	90°00'00"	S44°32'30"W	35.36'
C9	32.58'	50.00'	37°18'24"	S18°11'41"W	31.88'
C10	3.68'	50.00'	4°05'11"	S38°53'58"W	3.68'
C11	61.36'	50.00'	70°18'18"	S06°47'58"W	57.58'
C12	89.48'	50.00'	102°30'53"	S80°38'38"E	78.00'
C13	36.14'	50.00'	41°24'35"	N88°50'12"E	35.36'
C14	39.27'	25.00'	90°00'00"	S45°27'30"E	35.36'
C15	27.88'	25.00'	63°53'46"	S58°30'37"E	26.48'
C16	11.36'	25.00'	28°08'14"	N13°30'37"W	11.29'
C17	39.27'	25.00'	90°00'00"	N44°32'30"E	35.36'
C18	16.48'	125.00'	7°33'28"	N85°45'47"E	16.48'
C19	44.59'	125.00'	20°28'20"	N71°45'53"E	44.35'
C20	20.77'	125.00'	9°31'05"	N58°47'11"E	20.74'
C21	44.59'	125.00'	20°28'20"	N41°48'28"E	44.35'
C22	44.59'	125.00'	20°28'20"	N21°22'08"E	44.35'
C23	25.32'	125.00'	11°39'28"	N05°20'44"E	25.28'
C24	117.81'	75.00'	90°00'00"	N44°32'30"E	106.07'
C25	39.27'	25.00'	90°00'00"	N45°27'30"W	35.36'
C26	39.27'	25.00'	90°00'00"	S44°32'30"W	35.36'
C27	36.14'	50.00'	41°24'35"	N20°14'47"E	35.36'
C28	24.85'	50.00'	28°28'42"	N28°42'43"E	24.60'
C29	45.60'	50.00'	52°15'09"	N13°39'12"W	44.04'
C30	32.04'	50.00'	38°42'46"	N68°08'09"W	31.49'
C31	48.32'	50.00'	55°22'33"	S76°48'11"W	46.47'
C32	17.50'	50.00'	20°02'59"	S58°09'24"W	17.41'
C33	39.27'	25.00'	90°00'00"	N45°27'30"W	35.36'
C34	39.27'	25.00'	90°00'00"	N44°32'30"E	35.36'
C35	45.65'	125.00'	20°56'38"	N79°59'43"W	45.40'
C36	49.16'	65.00'	43°20'06"	S88°48'02"W	48.00'
C37	22.65'	65.00'	16°57'48"	S77°06'54"W	22.53'
C38	49.93'	65.00'	44°00'32"	N70°53'55"W	48.71'
C39	49.05'	65.00'	43°14'12"	N27°16'34"W	47.89'
C40	49.05'	65.00'	43°14'12"	N16°57'37"E	47.89'
C41	49.05'	65.00'	43°14'12"	N59°11'49"E	47.89'
C42	87.80'	65.00'	77°23'51"	S60°29'10"E	81.28'
C43	7.08'	65.00'	8°13'28"	S24°53'57"E	7.09'
C44	70.84'	65.00'	62°28'50"	S59°14'05"E	67.39'
C45	39.27'	25.00'	90°00'00"	S44°32'30"W	35.36'
C46	39.27'	25.00'	90°00'00"	S45°27'30"E	35.36'
C47	6.44'	25.00'	14°45'38"	S06°55'18"W	6.42'
C48	32.63'	25.00'	75°14'22"	S51°55'18"W	30.52'
C49	39.27'	25.00'	90°00'00"	N45°27'30"W	35.36'

LEGEND

C.A. COMMON AREA
 B.S.L. BUILDING SETBACK LINE
 D.E. DRAINAGE EASEMENT
 D.&U.E. DRAINAGE & UTILITY EASEMENT
 S.D.&U.E. SEWER, DRAINAGE, & UTILITY EASEMENT
 VAR. VARIABLE WIDTH
 ROW RIGHT-OF-WAY

5/8" REBAR WEIHE ENGR. 0012" TO BE SET
 EXISTING MONUMENT PER CROSS-REFERENCE SURVEY
 5/8" REBAR W/ALUMINUM CAP STAMPED
 "WEIHE ENGR. 0012" TO BE SET

ADDRESS
 CONSTRUCTION PLANS CALL FOR A STORM
 STRUCTURE AT THIS POINT. NO MONUMENT TO BE SET.

SEE SHEET 3 FOR CURVE INFORMATION

MINIMUM BUILDING SETBACKS PER ORDINANCE NO. 2623-01

BRIAR CREEK NORTH

FRONT YARD: 30 FEET OR AS SHOWN
 SIDE YARD: 6 FEET
 REAR YARD: 20 FEET

BRIAR CREEK SOUTH

FRONT YARD: 30 FEET OR AS SHOWN
 SIDE YARD: 7.5 FEET
 REAR YARD: 25 FEET

PROJECT NO.: W220343

This instrument prepared for:
GRADISON DEVELOPMENT COMPANY

MARK GRADISON
 8330 E. 75TH STREET, SUITE 168
 INDIANAPOLIS, IN 46250

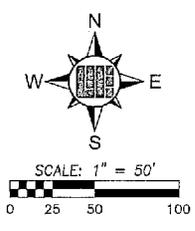
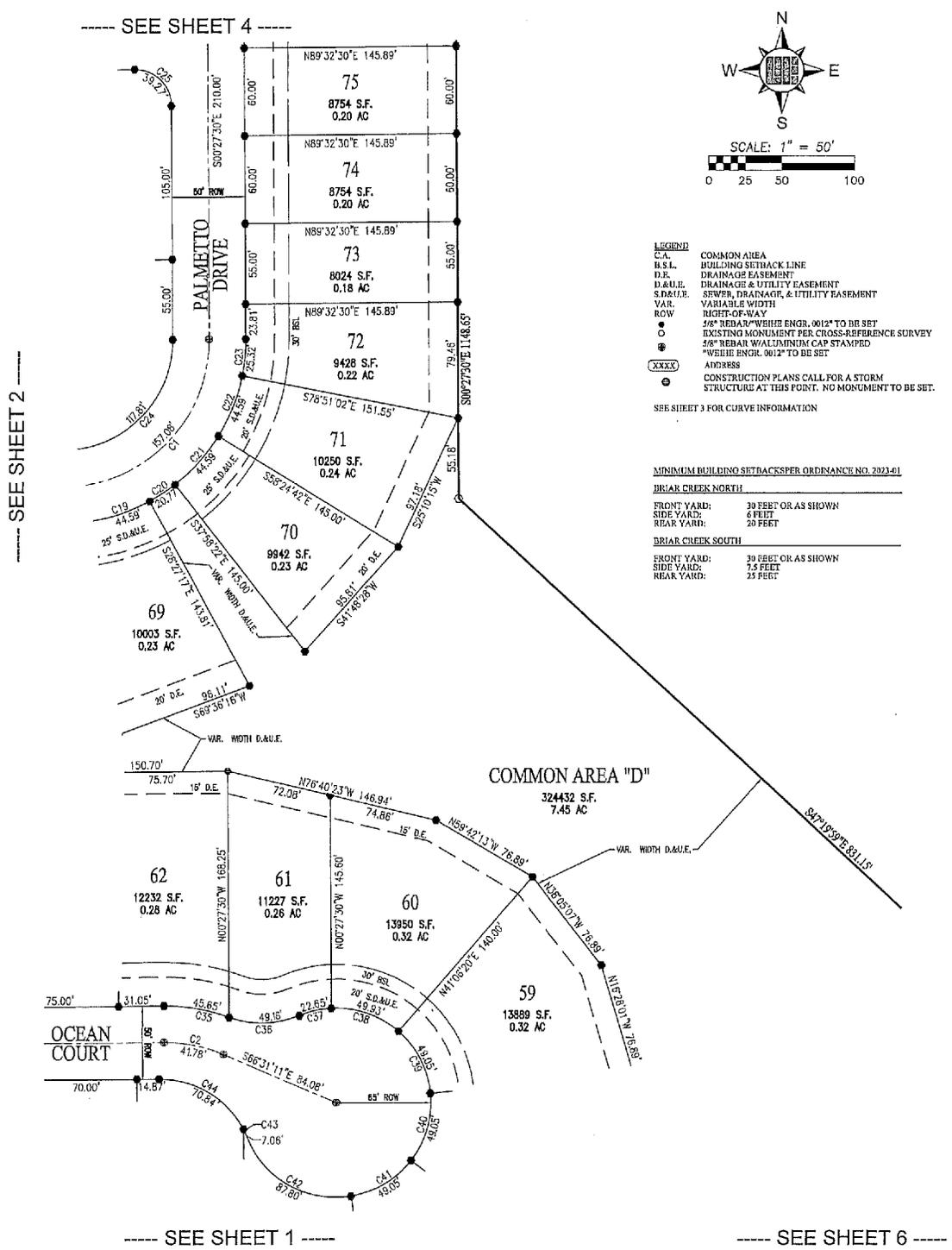
This instrument prepared by: Joshua David Warner, PS
WEIHE ENGINEERS
 16505 N. College Avenue
 Indianapolis, Indiana 46280
 www.weihe.com

317 | 846 - 6611
 800 | 452 - 6408
 317 | 843 - 0546/jdw

ALLIANCE WITH CONFIDENCE™
 ALLIANCE WITH CONFIDENCE™

BRIAR CREEK - SECTION SIX SECONDARY PLAT

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA



- LEGEND**
- C.A. COMMON AREA
 - B.S.L. BUILDING SETBACK LINE
 - D.E. DRAINAGE EASEMENT
 - D.&U.E. DRAINAGE & UTILITY EASEMENT
 - S.D.A.U.E. SEWER, DRAINAGE, & UTILITY EASEMENT
 - VAR. VARIABLE WIDTH
 - ROW RIGHT-OF-WAY
 - 5/8" REDAR/WEIHE ENGR. 0012" TO BE SET
 - EXISTING MONUMENT PER CROSS-REFERENCE SURVEY
 - ⊙ 20" REDAR WALL/INSTRUM. CAP STAMPED
 - ⊙ "WEIHE ENGR. 0012" TO BE SET
 - XXXX ADDRESS
 - ⊙ CONSTRUCTION PLANS CALL FOR A STORM STRUCTURE AT THIS POINT. NO MONUMENT TO BE SET.
- SEE SHEET 3 FOR CURVE INFORMATION

MINIMUM BUILDING SETBACKS PER ORDINANCE NO. 2023-1

BRIAR CREEK NORTH	
FRONT YARD:	30 FEET OR AS SHOWN
SIDE YARD:	6 FEET
REAR YARD:	20 FEET
BRIAR CREEK SOUTH	
FRONT YARD:	30 FEET OR AS SHOWN
SIDE YARD:	7.5 FEET
REAR YARD:	25 FEET

COMMON AREA "D"
324432 S.F.
7.45 AC

BRAR CREEK - SECTION SIX SECONDARY PLAT

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, INDIANA. UNLAWFUL TO REPRODUCE OR RESALE PURSUANT TO I.C. 36-2-7-10.

TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA

SOURCE OF TITLE:

BRAR CREEK DEVELOPMENT, LLC
INSTRUMENT NUMBER 2018-016842
INSTRUMENT NUMBER 2018-016842
INSTRUMENT NUMBER 2023-006819

LEGAL DESCRIPTION:

A PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN AND A PART OF COMMON AREA 'B' AS SHOWN ON THE PLAT OF BRAR CREEK SECTION THREE RECORDED AS INSTRUMENT NUMBER 2021-022469, SITUATED IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING PART OF THAT 45.74 ACRE TRACT OF LAND SHOWN ON THE PLAT OF SURVEY OF SAID TRACT CERTIFIED BY JOSHUA DAVID WERNER, P.S. - INDIANA #LS21230020 ON JUNE 25, 2024 AS PART OF A SURVEY PERFORMED UNDER WEIHE ENGINEERS, INC. PROJECT NUMBER W220343 AS RECORDED IN INSTRUMENT NUMBER 2024-012821 (ALL REFERENCE TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY), DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL IN A CONCRETE POST AT THE SOUTHWEST CORNER OF BRAR CREEK SECTION THREE, THENCE ALONG SAID SECTION THREE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00 DEGREES 04 MINUTES 09 SECONDS WEST (BEARING BASED ON THE STATE PLANE COORDINATE SYSTEM - INDIANA EAST ZONE (NAD83/2011)) 1098.33 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR WITH YELLOW CAP STAMPED "WEIHE 0017" (HEREINAFTER REFERRED TO AS "WEIHE REBAR"); (2) SOUTH 09 DEGREES 00 MINUTES 09 SECONDS WEST 1772.1 FEET TO A WEIHE REBAR; (3) WESTERLY 75.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 11 DEGREES 44 MINUTES 27 SECONDS WEST 79.11 FEET TO A WEIHE REBAR; THENCE NORTH 81 DEGREES 43 MINUTES 41 SECONDS WEST 84.34 FEET TO THE WEST LINE OF SAID BRAR CREEK SECTION THREE, BEING MARKED BY A WEIHE REBAR; THENCE ALONG SAID WEST LINE NORTHERLY 90.07 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 228.84 FEET AND SUBTENDED BY A CHORD BEARING NORTH 11 DEGREES 27 MINUTES 03 SECONDS EAST 80.24 FEET TO A WEIHE REBAR; THENCE CONTINUING ALONG SAID SECTION THREE AND ALONG THE WEST LINE OF BRAR CREEK SECTION TWO AS RECORDED IN INSTRUMENT NUMBER 2018-029878 AND BRAR CREEK SECTION ONE AS RECORDED IN INSTRUMENT NUMBER 2018-016852, ALL IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA NORTH 00 DEGREES 09 MINUTES 30 SECONDS WEST 118.84 FEET TO A WEIHE REBAR; THENCE CONTINUING ALONG SAID SECTION ONE 38 DEGREES 27 MINUTES 27 SECONDS EAST 8.70 FEET TO THE EAST LINE OF THE BRAR CREEK DEVELOPMENT, LLC PARCEL AS DESCRIBED IN INSTRUMENT 2018-012439 IN SAID RECORDER'S OFFICE, BEING MARKED BY A WEIHE REBAR; THENCE ALONG SAID NORTH LINE NORTH 30 DEGREES 32 MINUTES 30 SECONDS EAST 8.09 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 37 MINUTES 09 SECONDS EAST 672.41 FEET TO A WEIHE REBAR; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 199.39 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 27 MINUTES 27 SECONDS EAST 100.42 FEET TO A WEIHE REBAR; THENCE NORTH 68 DEGREES 32 MINUTES 30 SECONDS EAST 44.83 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 106.00 FEET TO A WEIHE REBAR; THENCE NORTH WESTERLY 39.27 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 48 DEGREES 27 MINUTES 30 SECONDS WEST 38.38 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 89.00 FEET TO A WEIHE REBAR; THENCE NORTHWESTERLY 39.27 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 48 DEGREES 27 MINUTES 30 SECONDS WEST 38.38 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 106.00 FEET TO A WEIHE REBAR; THENCE NORTH 48 DEGREES 27 MINUTES 30 SECONDS WEST 35.08 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS WEST 18.14 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 60.00 FEET TO A WEIHE REBAR; THENCE EASTERLY 18.84 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 73 DEGREES 51 MINUTES 42 SECONDS EAST 18.83 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 27 MINUTES 31 SECONDS WEST 178.39 FEET TO THE NORTH LINE OF THE BRAR CREEK DEVELOPMENT, LLC PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2023-006819 IN SAID RECORDER'S OFFICE, BEING MARKED BY A WEIHE REBAR; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) NORTH 08 DEGREES 32 MINUTES 39 SECONDS EAST 216.02 FEET TO A WEIHE REBAR; (2) SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST 114.88 FEET TO A WEIHE REBAR; (3) SOUTH 47 DEGREES 19 MINUTES 59 SECONDS EAST, PASSING THROUGH A WEIHE REBAR AT 80.15 FEET, A TOTAL DISTANCE OF 631.15 FEET TO THE CENTERLINE OF BRIDGE DITCH; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTH 42 DEGREES 13 MINUTES 45 SECONDS WEST 77.43 FEET; (2) THENCE SOUTH 45 DEGREES 24 MINUTES 22 SECONDS WEST 82.60 FEET; (3) THENCE SOUTH 45 DEGREES 24 MINUTES 22 SECONDS WEST 82.60 FEET; (4) THENCE SOUTH 18 DEGREES 08 MINUTES 33 SECONDS WEST 107.03 FEET; (5) THENCE SOUTH 17 DEGREES 08 MINUTES 33 SECONDS WEST 107.03 FEET; (6) THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 154.84 FEET; (7) THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 174.17 FEET; THENCE ALONG THE WEST LINE OF SAID PARCEL SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST 218.07 FEET TO THE NORTHEAST CORNER OF THE TOWN OF WHITELAND PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2021-014851 AND SAID RECORDER'S OFFICE, BEING MARKED BY A WEIHE REBAR; THENCE ALONG SAID NORTH LINE NORTH 85 DEGREES 19 MINUTES 07 SECONDS WEST 174.17 FEET; THENCE ALONG THE WEST LINE OF SAID PARCEL SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST 218.07 FEET TO THE NORTHEAST CORNER OF THE TOWN OF WHITELAND PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2023-01497, MARKED BY A WEIHE REBAR WITH ALLEGIBLE CAP; THENCE ALONG SAID SOUTH 89 DEGREES 45 MINUTES 54 SECONDS WEST 160.00 FEET TO THE NORTH-WEST CORNER OF SAID PARCEL, MARKED BY A WEIHE REBAR WITH "SITE LINE 30304" CAP; THENCE ALONG THE WEST LINE OF SAID PARCEL SOUTH 00 DEGREES 09 MINUTES 09 SECONDS EAST 300.00 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 28, MARKED BY A WEIHE REBAR WITH "SITE LINE 30304" CAP; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 45 MINUTES 54 SECONDS WEST 324.27 FEET TO THE POINT OF BEGINNING, CONTAINING 04.91 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR'S CERTIFICATE:

CROSS REFERENCE IS HEREBY MADE TO A SURVEY OF THE LAND SHOWN HEREON AND RECORDED AS INSTRUMENT NUMBER 2024-010291 IN THE JOHNSON COUNTY, INDIANA RECORDERS OFFICE.

I, JOSHUA DAVID WERNER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA.

THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON JUNE 25, 2024 THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST OR HAD BEEN POSTED TO COVER THE LATER INSTALLATION OF THESE MONUMENTS, AND THAT ALL OTHER REQUIREMENTS SPECIFIED HEREIN, HAVE BEEN MET.

THIS SURVEY CONSISTS OF 89 LOTS, NUMBERED 1-88 INCLUSIVE ALONG WITH THE COMMON AREAS LABELED "C" TO "T" TOGETHER WITH STREET RIGHTS-OF-WAY, AS DELINEATED ON THE WITHIN PLAT. THE SIZE OF LOTS, COMMON AREAS, EASEMENTS, AND THE WIDTH OF THE STREET RIGHTS-OF-WAY ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 16TH DAY OF JULY 2024.

JOSHUA DAVID WERNER
P.S. NO. LS21230020
STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDUCE EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. JOSHUA DAVID WERNER, PS
THIS INSTRUMENT WAS PREPARED BY JOSHUA DAVID WERNER, PS OF WEIHE ENGINEERS, INC.

CERTIFICATE OF APPROVAL

RECEIVED FOR ASSESSMENT THIS 15th DAY OF August 2024.

MADELA B. WATSON
JOHNSON COUNTY ASSESSOR

DULY ENTERED FOR TAXATION THIS 15th DAY OF August 2024.

EMILY B. WATSON
JOHNSON COUNTY AUDITOR

INSTRUMENT NO. 2024-012822

RECEIVED FOR RECORD THIS 19th DAY OF August 2024 AT 9:37 AM AND RECORDED IN PLAT BOOK E, PAGE 698A-9

FEES: \$55.00

VERESA PETRO
JOHNSON COUNTY RECORDER

PLAN COMMISSION CERTIFICATE FOR PRIMARY APPROVAL:

UNDER AUTHORITY PROVIDED BY THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN COUNCIL, THIS PLAT WAS GIVEN PRIMARY APPROVAL BY THE ADVISORY PLAN COMMISSION AS FOLLOWS:

APPROVED BY THE WHITELAND ADVISORY PLAN COMMISSION AT A MEETING HELD ON APRIL 8, 2024.

WHITELAND ADVISORY PLAN COMMISSION

GARY HOWARD
PRESIDENT

TOWN COUNCIL CERTIFICATE:

THIS PLAT WAS GIVEN PRIMARY APPROVAL BY THE WHITELAND TOWN COUNCIL AT A MEETING HELD ON APRIL 8, 2024 AND SECONDARY APPROVAL

RICHARD HILL
PRESIDENT

MELISSA ANDERSON
CLERK/TREASURER

PLAN COMMISSION CERTIFICATE FOR SECONDARY APPROVAL:

UNDER AUTHORITY PROVIDED BY THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN COUNCIL, THIS PLAT WAS GIVEN SECONDARY APPROVAL BY THE ADVISORY PLAN COMMISSION AS FOLLOWS:

APPROVED BY THE WHITELAND ADVISORY PLAN COMMISSION AT A MEETING HELD ON

WHITELAND ADVISORY PLAN COMMISSION

GARY HOWARD
PRESIDENT

DIRECTOR OF ADMINISTRATION CERTIFICATE:

THE WHITELAND PLAN COMMISSION STAFF HAS REVIEWED THE APPLICATION FOR THIS PLAT FOR TECHNICAL CONFORMITY WITH THE STANDARDS FIXED IN THE SUBDIVISION CONTROL CODE, IN ACCORDANCE WITH THE PROVISIONS OF THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4, AND HEREBY CERTIFIES THAT THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS IN THE CODE OF ORDINANCES OF WHITELAND, INDIANA.

WHITELAND PLAN COMMISSION STAFF

CARL YOUNG
DIRECTOR OF ADMINISTRATION, WHITELAND, INDIANA

DATE: 7/30/2024

COVENANTS AND DEDICATION

WE, THE UNDERSIGNED BRAR CREEK DEVELOPMENT, LLC, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE Laid OFF, PLATTED AND SUBDIVIDED, AND HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT. WE DO FURTHER CERTIFY THAT THIS PLAT IS MADE AND SUBMITTED WITH OUR FREE CONSENT AND DESIRE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS BRAR CREEK, SECTION SIX, AN ADDITION TO THE TOWN OF WHITELAND, INDIANA. ALL OTHER EASEMENTS AND RIGHTS RESERVED TO HERETOFORE DEDICATED, AND HEREBY DEDICATED TO THE PUBLIC, FRONT YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

A PERPETUAL EASEMENT IS HEREBY GRANTED TO ANY PRIVATE OR PUBLIC UTILITY OR MUNICIPAL DEPARTMENT, THEIR SUCCESSORS AND ASSIGNS, WITHIN THE AREA SHOWN ON THE PLAT AND MARKED "UTILITY EASEMENT"; TO INSTALL, LAY, CONSTRUCT, REPAIR, OPERATE, MAINTAIN AND REMOVE CONDUITS, CABLES, PIPES, POLES AND WIRES, OVERHEAD AND UNDERGROUND, WITH ALL NECESSARY BRACINGS, GUYS, ANCHORS AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELECOMMUNICATION, ELECTRIC, GAS, AND OTHER SERVICES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELECOMMUNICATION, ELECTRIC, GAS, AND OTHER SERVICES TO SERVE ADJACENT LOTS AND STREET LIGHTS. THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES HEREBY GRANTED TO ENTER UPON THE LOTS AT ALL TIMES FOR ALL OF THE PURPOSES AFORESAID, NO PERMANENT STRUCTURES, FENCES OR SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THREATEN OR INTERFERE WITH THE AFORESAID USER OR THE RIGHTS HEREIN GRANTED.

NO FENCE, WALL, STRUCTURE, HEDGE, TREE, SHRUB PLANTING, OR OTHER OBJECT THAT OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO AND ONE-HALF AND EIGHT FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET RIGHT-OF-WAY LINES AND A LINE CONNECTING POINTS 50 FEET FROM THE INTERSECTION OF SAID STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT-OF-WAY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY AREA WITHIN TEN FEET OF THE INTERSECTION OF A STREET RIGHT-OF-WAY LINE WITH THE EDGE OF ANY DRIVEWAY PAVEMENT OR ALLEY LINE.

NO PORTION OF A PRIVATE DRIVEWAY FOR A CORNER LOT SHALL BE PERMITTED ON DEDICATED RIGHTS-OF-WAY WITHIN 65 FEET OF THE CENTERLINE INTERSECTIONS OF STREETS ADJACENT TO THE CORNER LOT.

NO FENCE, HEDGE, TREE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO AND ONE-HALF AND EIGHT FEET ABOVE THE STREET SHALL BE PLACED WITHIN ANY MEDIAN AREA WITHIN 100 FEET OF AN INTERSECTION.

NO TREES SHALL BE PLANTED IN ANY PORTION OF A PUBLIC STREET RIGHT-OF-WAY WITHIN 150 FEET OF A STOP SIGN.

NO WALLS, ROCKS OR BouldERS LARGER THAN TWO FEET IN ANY DIMENSION SHALL BE PLACED IN ANY PUBLIC RIGHT-OF-WAY OR MEDIAN.

NO STRUCTURES, OR IMPROVEMENTS SHALL BE PERMITTED WITHIN THE LEGAL DRAIN EASEMENT, ALL UTILITIES, BUILDINGS, STRUCTURES, PLANTINGS, CROPS, TREES, SHRUBS, AND WOODY VEGETATION GROWN WITHIN THE EASEMENT, OR ALONG THE LEGAL DRAIN ARE AT THE RISK OF OWNER AND SUBJECT TO REMOVAL WITH MINIMAL NOTICE, WITHOUT RESTITUTION, AND SUBJECT TO SPECIAL ASSESSMENT. (IC 36-9-27-23).

THIS SITE PLOTS BY SCALES BEING WITHIN A REGULATED WATERSHED, ANY AND ALL SITE IMPROVEMENTS WITHIN A REGULATED WATERSHED ARE SUBJECT TO REVIEW BY THE JOHNSON COUNTY DRAINAGE BOARD. ALL TRACTS WITHIN A REGULATED DRAIN WATERSHED ARE SUBJECT TO ASSESSMENTS FOR MAINTENANCE (IC 36-9-27-4), AND WHEN PRACTICABLE, RECONSTRUCTION (IC 36-9-27-61).

NO CONSTRUCTION, OR IMPROVEMENTS SHALL IMPAIR OR NEGATIVELY IMPACT ANY PRIVATE DRAIN TILE (IC 36-9-27-4) KNOWN OR UNKNOWN NO CONSTRUCTION, OR IMPROVEMENTS SHALL IMPAIR, IMPEDE, OR NEGATIVELY IMPACT, A NATURAL SURFACE WATERCOURSE (IC 36-9-27-4), WHEN OR SUBSURFACE WATER FLOW.

PRIVATE TILES, AND MUTUAL DRAIN CONNECTIONS TO REGULATED DRAIN (IC 36-9-27-4), ALL CONNECTIONS, OR CUT-LETS INTO A REGULATED DRAIN ARE SUBJECT TO APPROVAL BY THE COUNTY SURVEYOR (410), ON THE JOHNSON COUNTY DRAINAGE BOARD (611). APPLICATIONS ARE AVAILABLE IN THE COUNTY SURVEYOR'S OFFICE AND SHOULD INCLUDE EROSION CONTROL MEASURES, PLANT SPECIFICATIONS, BONDING, EASEMENT VERBAGE, APPLICATION FEES AND OWNERS STATEMENT OF WATER QUALITY (IC 36-27-23), PRIOR TO APPROVAL.

EASEMENT PROVIDED, HOWEVER, THAT GRANTOR AND GRANTEE, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, AGREE THAT THE EASEMENT PROVIDED FOR HEREIN AND THE DRAINAGE STRUCTURES WITHIN SAID SECTION THREE, SHALL NOT BE MODIFIED, EXTENDED, OR ALTERED IN ANY WAY WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE JOHNSON COUNTY DRAINAGE BOARD, GRANTOR AND GRANTEE, THEIR HEIRS, SUCCESSORS AND ASSIGNS. FURTHER AGREE THAT NO ADDITIONAL CONNECTIONS INTO THE DRAINAGE STRUCTURES OR EASEMENT SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE JOHNSON COUNTY DRAINAGE BOARD.

THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRAR CREEK RECORDED AS INSTRUMENT NUMBER 2018-016851, AMENDED PER INSTRUMENT NUMBER AND ANY AMENDMENTS THERETO.

THE FOREGOING COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL, JANUARY 1, 2048. A 25-YEAR PERIOD IS SUGGESTED, AT WHICH THE SAID COVENANTS, OR RESTRICTIONS, SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS CHANGED BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE RESTRICTIONS AND THE FOREGOING COVENANTS AND RESTRICTIONS, IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS AND RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CHOOSE THE REMOVAL BY DUE PROCESS OF LAW OF ANY STRUCTURE OR PART THEREOF ERECTED, OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

WITNESS OUR HANDS AND SEALS THIS 24th DAY OF July 2024.

OWNER: BRAR CREEK DEVELOPMENT, LLC

MARK D. GRADISON, MANAGER
BRAR CREEK DEVELOPMENT, LLC

STATE OF INDIANA, 1855
COUNTY OF MARION, 1855
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED
MARK D. GRADISON, who acknowledges the execution of the foregoing instrument as HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 24th DAY OF July 2024.

MY COMMISSION EXPIRES:

STATE OF INDIANA, 1855
COUNTY OF RESIDENCE:

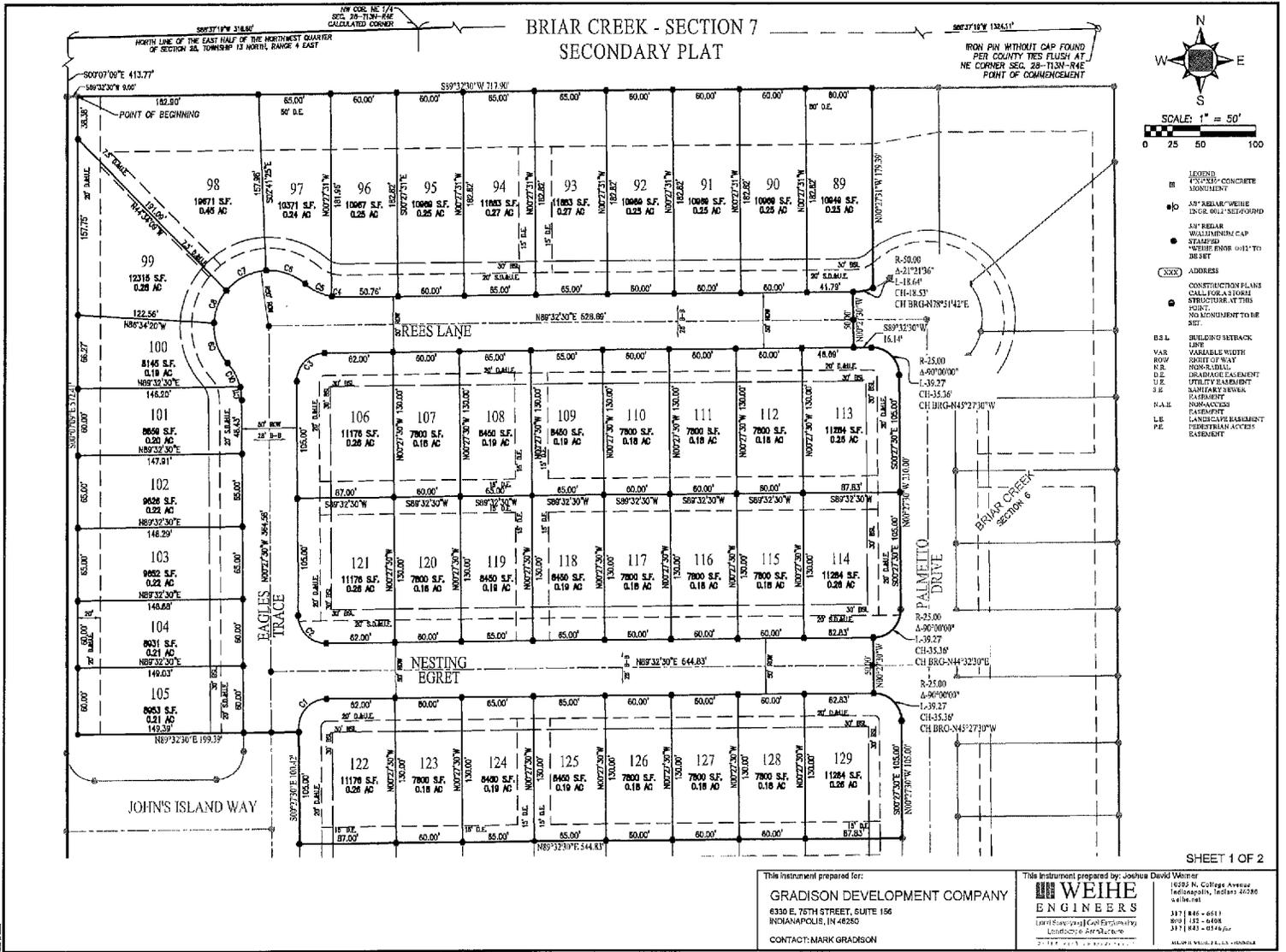
PROJECT NO.: W220343

This instrument prepared for:

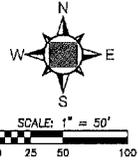
GRADISON DEVELOPMENT COMPANY
MARK GRADISON
6330 E. 76TH STREET, SUITE 169
INDIANAPOLIS, IN 46260

This instrument prepared by: Joshua David Werner, PS

WEIHE ENGINEERS
Land Surveying | Civil Engineering
Landscape Architecture
1925 N. College Avenue
Indianapolis, Indiana 46208
weibae.com
317 846 - 6611
800 452 - 2405
317 843 - 0246 Fax
WELLS WITH CONFIDENCE



BRIAR CREEK - SECTION 7
SECONDARY PLAT



- 1. IRON PIN WITHOUT CAP FOUND PER COUNTY TIES FLUSH AT NE CORNER SEC. 28-1130-RAE FRONT OF COMMENCEMENT
- 2. LEGEND FOR CONSTRUCTION PLANS
- 3. LEGEND FOR EASEMENTS AND SETBACKS
- 4. LEGEND FOR UTILITY EASEMENTS
- 5. LEGEND FOR LANDSCAPE EASEMENTS

This instrument prepared for:
GRADISON DEVELOPMENT COMPANY
 6330 E. 75TH STREET, SUITE 156
 INDIANAPOLIS, IN 46260
 CONTACT: MARK GRADISON

This instrument prepared by: Joshua David Wenner
WEIHE ENGINEERS
 10285 N. College Avenue
 Indianapolis, Indiana 46240
 weihe.net
 317 | 846-6811
 800 | 152-8608
 317 | 843-0544 (cell)
 MARY H. WEIHE, P.E., L.S., L.M.S.
 PROJECT NO.: W220343

2024-015288

RECORDED ON

09/09/2024 03:26:45 PM

TERESA K. PETRO
JOHNSON COUNTY RECORDER

REC FEE: 25.00

PAGES: 13

RECORDED AS PRESENTED

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO PUBLIC ACT 2013-2-10

Cross-Reference: Book 248, Page 60 (Deed for Burdened Property)
Inst. # 2023-008619 (Deed for Benefited Property)
Inst. # 2024-012282, Plat Book E, Pages 698a-g (Plat of Benefited Property)
Inst. # 2019-018851 (Briar Creek Declaration)

**DRAINAGE EASEMENT
AND AMENDMENT TO DECLARATION OF BRIAR CREEK
HOMEOWNERS' ASSOCIATION**

This Drainage Easement Agreement (the "Easement") is made and entered into effective on the date the last party signs and delivers this Easement to the other party, which is the 6th day of September, 2024, (the "Effective Date), by and between **the Town of Whiteland** ("Grantor" and "Town") and **Gradison Land Development, Inc.**, an Indiana corporation, **Briar Creek Development, LLC**, an Indiana limited liability company ("Developer"), and **Briar Creek Homeowners' Association, Inc.**, an Indiana non-profit corporation ("Association") (collectively, "Grantee"), and the provisions of this Easement shall be deemed incorporated into and a part of the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Briar Creek Homeowner's Association recorded as Instrument Number 2019-018851 within the Office of the Recorder of Johnson County, Indiana (the "Declaration"). Notwithstanding the foregoing, the Town shall not be subject to any of the terms of the Declaration, and in the event of a conflict between the terms of this Easement and the terms of the Declaration, the terms of this Easement shall prevail.

WHEREAS, Grantor is the owner of that certain real property generally depicted and legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Burdened Property");

WHEREAS, Grantee previously developed the Briar Creek Subdivision in Johnson County, Indiana (the "Subdivision"), which is governed by the Declaration;

WHEREAS, Grantee desires to expand the Subdivision to add Sections 6 and 7 to the Subdivision, which new Sections 6 and 7 will be subject to the Declaration;

WHEREAS, in order to provide for the storm water drainage needs of Section 6 of the Subdivision, Grantee needs to construct a drainage pond and related improvements, including without limitation drainage pipes, outlet control structures, and other storm drainage facilities in, on, over, through, and across the Burdened Property, in accordance with the construction plans to be agreed upon between the Grantor and Grantee (collectively, the "Drainage Facilities"); and

Sales Disclosure Not Required
Johnson County Assessor

WHEREAS, Grantor desires to grant, and Grantee desires to obtain, a drainage easement in, on, over, through, and across the Burdened Property to provide storm water drainage for the benefit of the that portion of Section 6 of the Subdivision depicted and legally described on Exhibit B attached hereto and incorporated herein (the “Benefitted Property”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, for itself, its successors, grantees, and assigns, hereby establishes, grants, bargains, and conveys a perpetual non-exclusive drainage easement in, on, over, through, and across that portion of the Burdened Property depicted and legally described on Exhibit C attached hereto and incorporated herein (the “Easement Area”), in accordance with the terms of this Easement.

1. Recitals; Defined Terms. The foregoing Recitals and the recitals of the Declaration are incorporated herein by this reference. Except as otherwise specifically defined herein, all capitalized terms will have the meaning ascribed to such term in the Declaration.

2. The easement rights herein granted provide Grantee the right to construct, install, use, operate, inspect, repair, and maintain such Drainage Facilities approved by Grantor within the boundaries of the Easement Area, provided however, except as expressly permitted within this Easement or otherwise permitted by the express written permission of Grantor, all Drainage Facilities shall be installed and located underground, except for the approximately 1.22 acre variable width pond area portion of the Easement Area designed to be used for surface retention and/or detention of storm water. The easement rights and responsibilities established herein shall include the right to temporarily enter upon, over, and across adjacent lands of the Burdened Property from time to time as needed to fulfill the purposes of this Easement. This Easement is subject to all rights and easements of record, and any and all matters that would be disclosed by an accurate ALTA Survey of the Burdened Property.

3. Grantee shall be responsible, at no cost to the Grantor, for the design, construction, and completion of the Drainage Facilities in accordance with the construction plans to be agreed upon between the Grantor and Grantee, including obtaining any and all permits and approvals related to such construction. Nothing may be built or installed within the Easement Area by Grantee or its agents except the Drainage Facilities, without the express written permission of Grantor.

4. The Grantee and Owners shall, at no cost to the Grantor, keep and maintain the Easement Area and the Drainage Facilities in good order, repair, and condition at all times and shall promptly make any and all repairs and replacements that may be necessary in order to keep the Easement Area and the Drainage Facilities in good order, repair, and condition. The Easement Area and the Drainage Facilities shall be maintained in accordance with reasonable requirements for improvements of like type and all applicable governmental regulations and requirements. The duty to maintain and repair the Drainage Facilities shall include, but not be limited to, removing any silt, debris, and any other obstructions to the free and unobstructed operation of the Drainage Facilities. Grantee shall also be responsible, at no cost to the Grantor, for the costs of any damage caused by third parties to the Drainage Facilities or the Easement Area.

5. Grantee, its agents, employees, members, owners, contractors, tenants, lessees, licensees, invitees, and guests, and anyone acting under or through the rights or responsibilities of

Grantee shall use the Easement Area in a good and safe manner, so as to minimize interference with the use and enjoyment of the Burdened Property by Grantor, its agents, employees, contractors, tenants, lessees, licensees, invitees, guests, and the public, (collectively, the "Grantor Beneficiaries") so that no unreasonable damage will result to the Grantor Beneficiaries or the Burdened Property. Grantee shall be responsible for restoring the Burdened Property and any and all areas and improvements disturbed by Grantee's use of this Easement, to as good or better condition as existed immediately prior to said use as is reasonably possible.

6. Grantor reserves to itself the full use and enjoyment of the Burdened Property and the Easement Area to the extent not inconsistent with this grant of Easement. Grantor shall not construct or place any structures or improvements upon or within any portion of the Easement Area, nor use the Easement Area in any way, that would materially interfere with the Grantee's use of the Easement Area permitted under this Easement, without the written consent of Grantee, which shall not be unreasonably withheld or delayed. The establishment of this Easement shall not be construed as in any way creating an exclusive right in the Grantee to use or possess the Easement Area or the Burdened Property.

7. This Easement and all rights and obligations of the Grantee created herein shall be appurtenant to and run with the Benefitted Property and shall be binding upon every person having title, occupancy, or possession of any portion of the Benefitted Property or any of the real estate subject to the Declaration (the "Responsible Property"). All costs, expenses, and other charges for which the Grantee is responsible under this Easement shall constitute Common Expenses under the Declaration. This Easement shall also be binding upon and shall inure to the benefit of the parties hereto and their transferees, successors, and assigns. Any and all duties and obligations of a party consisting of more than one person shall be joint and several.

8. Grantee shall indemnify and hold Grantor harmless from and against any and all damages, claims, costs, and expenses (including reasonable attorney's fees and litigation expenses incurred in the enforcement of this indemnity provision, insofar as the Grantor is successful in enforcing such provisions) suffered, sustained, or incurred as a result of the use of the Easement by Grantee, its agents, employees, members, owners, contractors, tenants, lessees, licensees, invitees, and guests, and anyone acting under or through the rights or responsibilities of Grantee, except to the extent that such damages, claims, costs, and expenses are solely and directly caused by the negligent acts or omissions of Grantor.

9. Upon written notification by the Grantor or its designee, of required maintenance, repairs, or other obligations under this Easement, the Grantee shall complete the specified maintenance, repairs, or other obligations within a reasonable time, no less than ten (10) days, specified by the Grantor. If the Grantee does not satisfy its obligations under this Easement within the time specified, the Grantor is authorized, but not required, to perform the Grantee's obligations. In the case of an emergency, as determined by the Grantor, no notice shall be required prior to the Grantor performing emergency maintenance or repairs. The Grantor may invoice the Grantee for the costs and expenses of satisfying Grantee's obligations, plus a ten percent (10%) administrative fee. If said charge is not paid by the Grantee, such invoiced amount, plus interest thereon at the statutory rate, shall be enforceable as a personal liability of the owners of the Responsible Property as of the date such amount was invoiced to the Grantee. At Grantor's election, the Grantor may file a notice of lien in the office of the Johnson County Recorder upon any or all of the Responsible Property; provided, however, any such lien shall be subordinate to any mortgage on such property recorded prior to the recording of such notice of lien against such property. Grantor may pursue the collection of the invoiced amount and interest thereon and foreclosure of the lien through

appropriate court actions, and in such a case, the Grantee shall pay in addition to said costs and expenses, all costs of litigation, including attorney fees.

10. This Easement shall be governed by and construed pursuant to the laws of the State of Indiana. This Easement may only be modified or amended by written agreement signed by all the parties to the Agreement or their successors, transferees, or assigns. Each and all of the Grantee parties expressly acknowledge that any and all duties and obligations of Grantee hereunder shall be joint and several, and Grantor may pursue one or more such parties with respect to such duties and obligations, in Grantor's sole discretion, without recoupment against Grantor by any party hereto. If any provision of this Easement or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Easement or the application of such provision to other persons or circumstances will not be affected by such adjudication, and a suitable and equitable provision shall be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the provision and this Easement. This Easement has been mutually negotiated between all parties hereto and shall not be interpreted against any party for being the drafting party. This Easement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Easement.

(SIGNATURES ARE ON THE FOLLOWING PAGES)

IMAGE/COPY PROVIDED BY THE GRANTEE ONLY, NOT FOR RESALE PURSUANT TO IC 36-57-10
IN WITNESS WHEREOF, and with the intent to be bound by the terms of this Easement,
Grantee has executed this Easement.

“GRANTEE”

GRADISON LAND DEVELOPMENT, INC.

Mark D. Gradison

Name: Mark D. Gradison

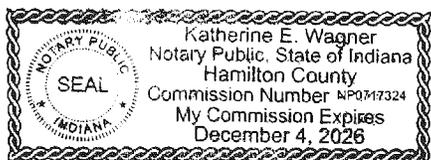
Title: Vice President

Date: September 3, 2024

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mark D. Gradison, who acknowledged the execution of the foregoing Easement with the proper authority to do so on behalf of Gradison Land Development, Inc, as Vice President.

Witness my hand and Notarial Seal this 3rd day of September, 2024.



Signature: Katherine E. Wagner
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

BRIAR CREEK DEVELOPMENT, LLC

Mark D. Gradison

Name: Mark D. Gradison

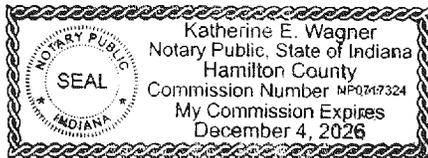
Title: Manager

Date: September 3, 2024

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mark D. Gradison, who acknowledged the execution of the foregoing Easement with the proper authority to do so on behalf of Briar Creek Development, LLC, as Manager.

Witness my hand and Notarial Seal this 3rd day of September, 2024.



Signature: Katherine E. Wagner
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

BRIAR CREEK HOMEOWNERS' ASSOCIATION, INC.

Mark D. Gradison

Name: Mark D. Gradison

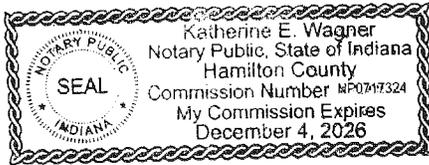
Title: Board President

Date: September 3, 2024

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mark D. Gradison, who acknowledged the execution of the foregoing Easement with the proper authority to do so on behalf of Briar Creek Homeowners' Association, Inc, as Board President.

Witness my hand and Notarial Seal this 3rd day of September, 2024.



Signature: Katherine E. Wagner
Printed: Katherine E. Wagner, Notary Public
Resident of Hamilton County, IN
My Commission Expires: 12/4/2026
Commission Number: NP717324

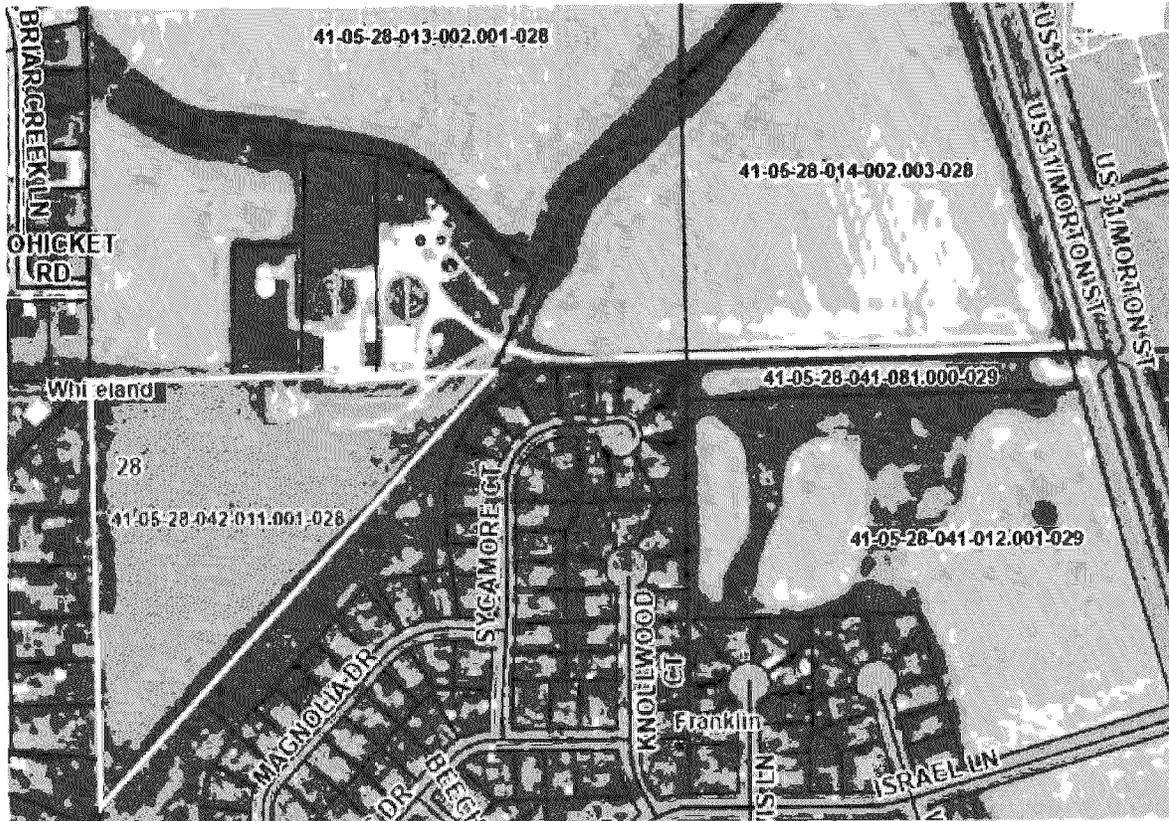
This instrument prepared by: Stephen K. Watson, Attorney at Law, WILLIAMS BARRETT & WILKOWSKI, LLP, 600 North Emerson Ave., P.O. Box 405, Greenwood, Indiana 46142, (317) 888-1121.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Stephen K. Watson

EXHIBIT A

General Depiction and Legal Description of the Burdened Property

(Parcel Number: 41-05-28-042-011.001-028)

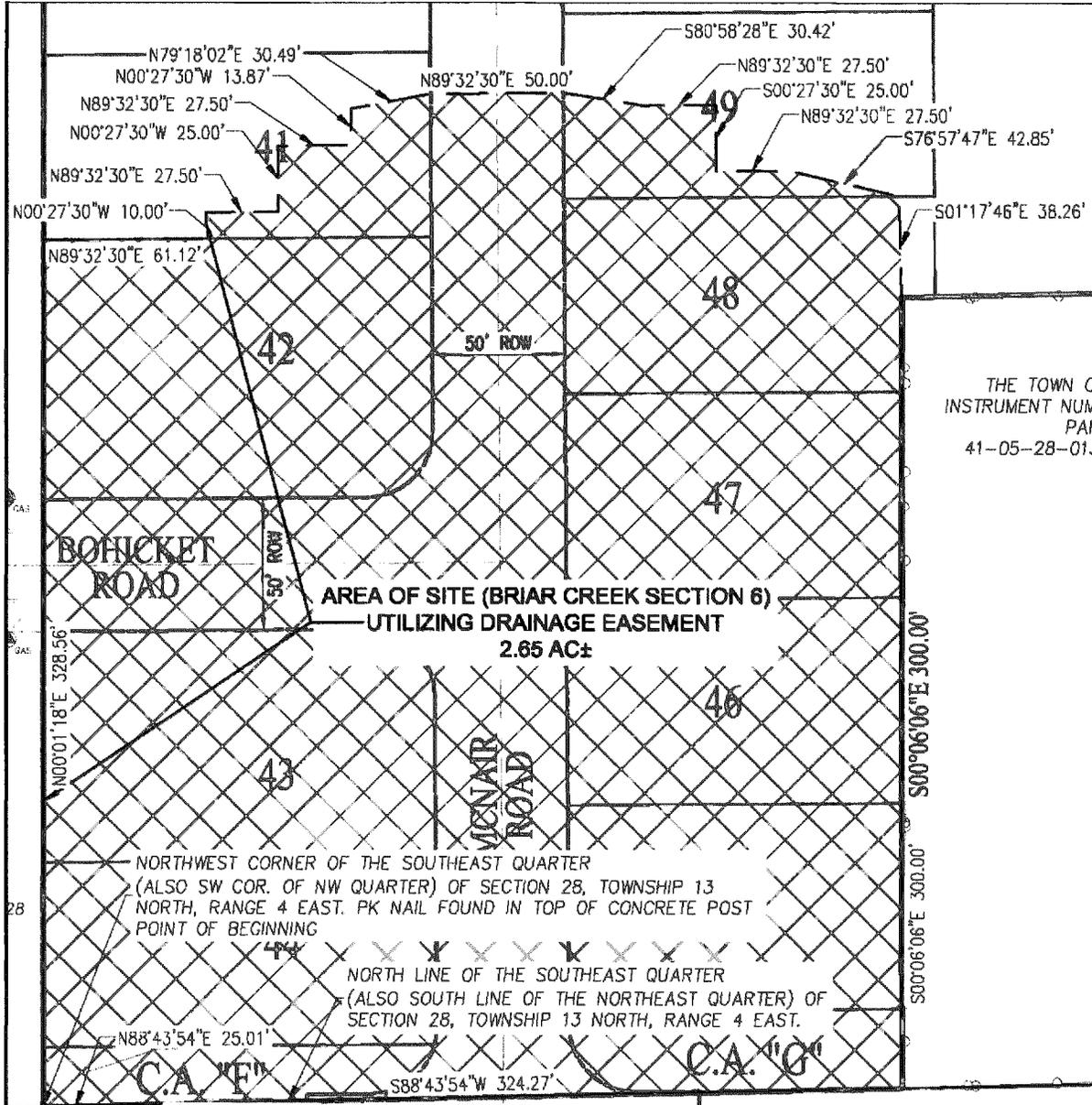


Legal Description of the Burdened Property

A part of the Southeast quarter of Section 28, Township 13 North, Range 4 East of the Second Principal Meridian, Pleasant Township, Johnson County, Indiana, described as follows:

Beginning at the Northwest corner of said Southeast quarter section as evidenced by an "X" cut in the top of a concrete post (found); thence North 89 degrees 06 minutes 28 seconds East (assumed bearing) on and along the North line of said Southeast quarter section 912.00 feet to a point in the center of the Brewer Ditch; thence South 42 degrees 25 minutes 12 seconds West and with the approximate center of said ditch 1351.83 feet to a point on the West line of said Southeast quarter section; thence North 00 degrees 00 minutes 00 seconds East on and along the said West line 983.75 feet to the Place of Beginning, containing 10.296 acres, more or less.

EXHIBIT B
Depiction and Legal Description of the Benefitted Property

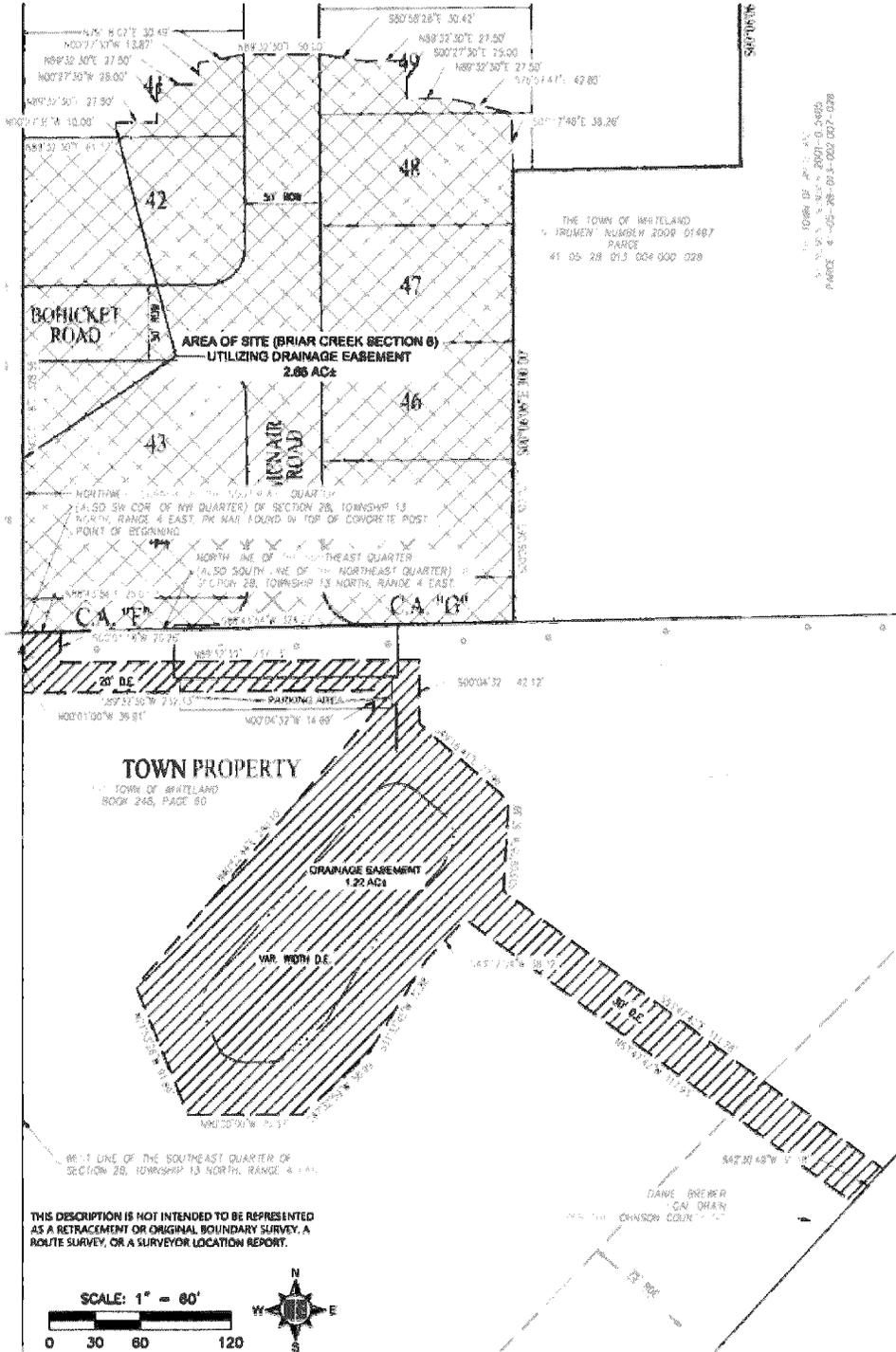


Legal Description of the Benefitted Property

A PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN SITUATED IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 01 MINUTES 18 SECONDS EAST 328.53 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS 61.12 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 27.50 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 25.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 27.50 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST 13.87 FEET; THENCE NORTH 79 DEGREES 18 MINUTES 02 SECONDS EAST 30.49 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 50.00 FEET; THENCE SOUTH 80 DEGREES 58 MINUTES 28 SECONDS EAST 30.42 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 27.50 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST 25.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 27.50 FEET; THENCE SOUTH 76 DEGREES 57 MINUTES 47 SECONDS EAST 42.85 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST 38.26 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST 300.00 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ALONG SAID SOUTH LINE SOUTH 88 DEGREES 43 MINUTES 54 SECONDS WEST 324.27 FEET TO THE **POINT OF BEGINNING**, CONTAINING 2.65 ACRES, MORE OR LESS.

EXHIBIT C
Depiction and Legal Description of Easement Area



Legal Description of Easement Area

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN SITUATED IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER NORTH 88 DEGREES 43 MINUTES 54 SECONDS EAST 25.01 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS WEST 20.26 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST 237.13 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 32 SECONDS EAST 42.12 FEET; THENCE SOUTH 49 DEGREES 16 MINUTES 41 SECONDS EAST 77.96 FEET; THENCE SOUTH 03 DEGREES 09 MINUTES 05 SECONDS WEST 60.39 FEET; THENCE SOUTH 53 DEGREES 47 MINUTES 42 SECONDS EAST 311.78 FEET; THENCE SOUTH 42 DEGREES 30 MINUTES 49 SECONDS WEST 30.18 FEET; THENCE NORTH 53 DEGREES 47 MINUTES 42 SECONDS WEST 317.93 FEET; THENCE SOUTH 43 DEGREES 12 MINUTES 54 SECONDS WEST 38.32 FEET; THENCE SOUTH 31 DEGREES 33 MINUTES 45 SECONDS WEST 72.88 FEET; THENCE SOUTH 47 DEGREES 32 MINUTES 59 SECONDS WEST 58.99 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 75.37 FEET; THENCE NORTH 21 DEGREES 53 MINUTES 26 SECONDS WEST 91.89 FEET; THENCE NORTH 40 DEGREES 52 MINUTES 44 SECONDS EAST 240.10 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 32 SECONDS WEST 14.69 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 30 SECONDS WEST 232.13 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 01 MINUTES 00 SECONDS WEST 39.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1.22 ACRES, MORE OR LESS.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY SECOND AMENDMENT FOR RESALE PURSUANT TO CPAS 2-7-10.

TO
**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BRIAR CREEK**

This Second Amendment to the Declaration of Covenants and Restrictions for Briar Creek ("Second Amendment"), made this 27th day of August, 2024, by Briar Creek Development, LLC, an Indiana Limited Liability Company, ("Developer").

WITNESSETH:

WHEREAS, the following are true:

A. Briar Creek Development, LLC, an Indiana limited liability company, the developer of the housing division, Briar Creek, was the original "Developer," who on the 27th day of August, 2024, recorded in the Office of the Recorder of Johnson County, Indiana, the Declaration of Covenants and Restrictions for Briar Creek as **Instrument No. 2019-018851** ("Declaration"); and

B. The Declaration constitutes the set of covenants, conditions, restrictions, affirmative obligations and easements which guide, control and direct the development and utilization of that certain planned unit development which is more particularly known as Briar and more particularly described on Exhibit "A" attached to the Declaration. The real property described on Exhibit "A" of the Declaration constitutes the lands which have been subjected to the operation and control of the Declaration (the "Real Estate"); and

C. Pursuant to the provisions of Article II (A) of the Declaration, the Developer possesses the option and the right to submit from time to time portions of additional real estate to the operation and control of the Declaration and to be included as part of the Real Estate, and said option may be exercised under the Developer's sole discretion by the execution of amendment to the Declaration which is filed in the aforesaid public records; and

D. Developer is the owner of certain real property which is more particularly described on Exhibit "A" attached hereto (the "Briar Creek – Second Parcel") which is property constituting additional property under Article II (A) of the terms and provisions of the Declaration; and

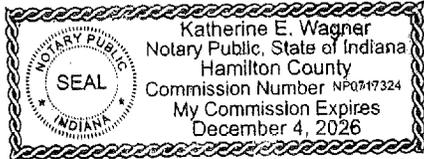
E. It is the intent of the Developer under the terms and provisions of the Declaration to submit Briar Creek – Second Parcel to the lien, operation, encumbrance and control of the Declaration; and

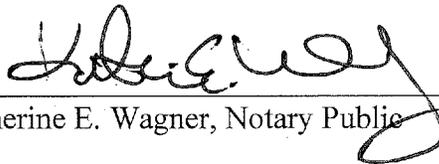
F. In order to accomplish the foregoing, the Developer has executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Briar Creek (the "Second Amendment").

STATE OF INDIANA)
) SS: ACKNOWLEDGMENT
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mark D. Gradison, the Manager of **BRIAR CREEK DEVELOPMENT, LLC**, who executed the foregoing instrument on behalf of such limited liability company, and acknowledged the signing and execution of said instrument to be his voluntary act and deed on behalf of such entity for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 27th day of August 2024.




Katherine E. Wagner, Notary Public

My Commission Expires: 12/4/2026
County of Residence: Hamilton

This instrument prepared by: Adam S. Mears, 6330 E. 75th Street, Suite 156, Indianapolis, IN 46250

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Adam Mears.

NOW, THEREFORE, pursuant to the authority granted by the Declaration and by the authority granted to the Declarant (the "Developer"), for the purpose of amending the Declarations of Covenants and Restrictions of Briar Creek Homeowners Association, the Corporation hereby amends the Declaration as follows:

1. All that piece, parcel and tract of land, which is more particularly known as Briar Creek – Second Parcel and described on Exhibit "A" attached hereto are hereby submitted to the provisions of the Declaration as of the date and time of the execution of this First Amendment.
2. Exhibit "A" of the Declaration is hereby amended to provide that Briar Creek – Second Parcel is hereby incorporated therein as part of the Real Estate and shall be subject to the operation and control of the Declaration.
3. All of the Lots in Briar Creek – Second Parcel shall be considered "Traditional Single-Family Lots" as further defined in the Declaration.
4. All other covenants, conditions, restrictions, terms and provisions of as contained in the Declaration shall remain in full force and effect and shall fully and completely apply to Briar Creek – Second Parcel.

IN TESTIMONY WHEREOF, the Corporation has executed this Second Amendment to the Declaration of Covenants and Restrictions as of the date first above set forth.

DEVELOPER:

Briar Creek Development, LLC
An Indiana limited liability company

By: _____

Printed: Mark D. Gradison

Title: Manager

Briar Creek – Second Parcel

PART OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 4 EAST; THENCE NORTH 00 DEGREES 01 MINUTE 18 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER, 1059.34 FEET TO A NORTHEASTERN CORNER OF BRIAR CREEK SECTION 3 AS PER THE PLAT RECORDING AS INSTRUMENT NUMBER 2021-022498 RECORDED IN THE OFFICE OF THE RECORDER FOR JOHNSON COUNTY, INDIANA; THENCE SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 178.64 FEET TO A CURVE WITH A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE 79.19 FEET TO THE LEFT, WITH A CHORD BEARING OF SOUTH 84 DEGREES 27 MINUTES 22 SECONDS WEST, 79.11 FEET; THENCE NORTH 60 DEGREES 41 MINUTES 48 SECONDS WEST 84.51 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 225.00 FEET ALSO BEING THE EAST LINE OF BRIAR CREEK SECTION 2 AS PER THE PLAT RECORDING AS INSTRUMENT NUMBER 2019-029679 RECORDED IN THE OFFICE OF THE RECORDER FOR JOHNSON COUNTY, INDIANA; THENCE ALONG SAID CURVE 89.34 FEET TO THE LEFT, WITH A CHORD BEARING NORTH 11 DEGREES 15 MINUTES 22 SECONDS EAST, 88.76 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF SAID BRIAR CREEK SECTION 2, 1106.45 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 30 SECONDS EAST, 888.72 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST, 687.27 FEET; THENCE SOUTH 41 DEGREES 43 MINUTES 18 SECONDS EAST, 288.71 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST, 411.48 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 56 SECONDS EAST, 517.48 FEET TO THE NORTH LINE OF THE LAND DESCRIBED IN BOOK 171, PAGE 222 AS RECORDED IN THE OFFICE OF THE RECORDER FOR JOHNSON COUNTY, INDIANA; THENCE ALONG SAID NORTH LINE NORTH 67 DEGREES 55 MINUTES 06 SECONDS WEST, 140.80 FEET TO THE NORTHWEST CORNER OF SAID BOOK 171, PAGE 222; THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID BOOK 171, PAGE 222, 5.78 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 2001-015485; THENCE NORTH 83 DEGREES 18 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID INSTRUMENT NUMBER 2001-015485, 174.18 FEET TO THE NORTHWEST CORNER OF SAID INSTRUMENT NUMBER 2001-015485; THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID INSTRUMENT NUMBER 2001-015485, 215.78 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 2009-01497; THENCE SOUTH 88 DEGREES 43 MINUTES 54 SECONDS WEST ALONG THE NORTH LINE OF SAID INSTRUMENT NUMBER 2009-01497, 150.00 FEET TO THE NORTHWEST CORNER OF SAID INSTRUMENT NUMBER 2009-01497; THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID INSTRUMENT NUMBER 2009-01497, 300.00 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 43 MINUTES 55 SECONDS EAST ALONG SAID SOUTH QUARTER SECTION LINE, 589.68 FEET TO THE SOUTHEAST CORNER OF SAID BOOK 171, PAGE 222; THENCE SOUTH 42 DEGREES 30 MINUTES 49 SECONDS WEST, 1351.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 01 MINUTE 00 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 976.15 FEET, CONTAINING 51.592 ACRES, MORE OR LESS.