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Julie L. Voorhies,

Marion County Recorder

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

By: KDB

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HARVARD GREEN AT CAMBY VILLAGE, II**

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KB

This Declaration of Covenants and Restrictions of Harvard Green, at Camby Village, II "Community" ("Declaration") is made this 14th day of December, 2011, by Camby Village LLC, an Indiana Limited Liability Company (the "DECLARANT").

WITNESSETH: 2011-115926

(RECITALS)

WHEREAS, **DECLARANT** is the Owner of real estate in Marion County, State of Indiana, more particularly described in **Exhibit "A"** attached and made a part hereof, with **Exhibit "A"** comprised of approximately 4.32 acres to be known as Harvard Green at Camby Village, II and also designated as "Initial Tract" and "Real Estate" in this Declaration; and

WHEREAS, **DECLARANT** owns land contiguous to the Initial Tract and may in the future desire to subdivide such land as additional sections of Harvard Green at Camby Village, as will be more particularly described on the plats of the various sections to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, **DECLARANT** desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community, to be known as "Harvard Green at Camby Village, Section One Subdivision" (Exhibit "A"); and

WHEREAS, **DECLARANT** desires to provide subject to this Declaration a common interest community which addresses commonly owned real estate, their maintenance and other maintenance obligations and the finances to honor these and other community obligations. To this end, **DECLARANT** desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof, together with all or such portions of the Additional Tract as may hereafter be made subject to this Declaration, and future owners thereof; and

WHEREAS, **DECLARANT** deems it desirable, to accomplish these tasks in said Initial Tract, to create an agency to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof; and

WHEREAS, **DECLARANT** has caused, or will cause, to be incorporated under the Indiana Code § 23-17-1, et seq., under the name "Harvard Green at Camby Village II

Homeowners Association, Inc.”, or a similar name, as such agency for the purpose of exercising such functions:

NOW THEREFORE, **DECLARANT**, as Owner of the Initial Tract hereby declares that the Exhibit “A” Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

RECITALS

The Recitals are incorporated herein as if set out in full.

ARTICLE I DEFINITIONS

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) “Act” shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;
- (b) “Additional Tract” shall mean the contiguous real estate owned by **DECLARANT** which may in part or in total be made subject to this Declaration in the manner and time herein specified in Article XIX but ONLY if such parcel is developed as a single family detached subdivision;
- (c) “Applicable Date” or “Turnover Date” shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the **DECLARANT** relinquishes control of the governance of the Association as detailed on Article IV;
- (d) “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;
- (e) “Association” (HOA) shall mean and refer to Harvard Green at Camby Village II Homeowners Association, Inc., an Indiana corporation organized under Indiana Code 23-17-1, et seq., which **DECLARANT** has caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns;
- (f) “Board” or “Board of Directors” shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;
- (g) “Builder” shall mean and refer to the homebuilder chosen by **DECLARANT** to build homes on Lots in the Community.

(h) "Bylaws" shall mean and refer to the Code of Bylaws of the Association, as the same may be amended from time to time;

(i) "Committee" shall mean and refer to the "Harvard Green at Camby Village II Architectural Control Committee", the same being the committee or entity established pursuant to Article IX, of this Declaration for the purposes therein stated;

(j) "Common Areas" denominated by such title on recorded plats of this community and will ultimately be transferred in legal title to the HOA by the **DECLARANT** and thereafter be commonly owned by the HOA Members. Common areas limited in use to less than all of the owners, if any, are labeled "Limited Common Area." All common areas not labeled Limited Common Area are General Common Areas available to all lot owners in the project. The HOA at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon, including but not limited to landscaping, to provide utilities thereto with the attendant responsibility to care for and maintain same.

Illustrative of such areas are the following:

(1) Common Area B as shown on Exhibit A.

The **DECLARANT** expects to convey legal title to Common Areas to the HOA as soon after the Applicable Date as any mortgage thereon is satisfied in full but reserves the right to transfer such title earlier in **DECLARANT's** sole discretion. The Board, after the initial Board is replaced, is empowered to accept title subject to a mortgage if it is satisfied with assurances of payment thereof by **DECLARANT**;

(k) "Common Expenses" shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in the Definitions "Common Areas" and Maintenance Expense Areas and shall also include the cost of overseeing areas designated on recorded plats of Harvard Green at Camby Village labeled "Common Area" and also a pro rata share of the expenses of overseeing areas designated on the recorded plat of Camby Village Triplexes, the Shared Common Expenses, as hereinafter defined;

(l) "Community or Project" refers to Harvard Green at Camby Village II.

(m) "**DECLARANT**", ALSO KNOWN AS "**DEVELOPER**" SHALL MEAN AND REFER TO **CAMBY VILLAGE LLC**, AN INDIANA LIMITED LIABILITY COMPANY, AND ANY SUCCESSORS AND THEIR ASSIGNS INCLUDING, BUT NOT LIMITED TO, ANY MORTGAGEE ACQUIRING TITLE, TO ANY PORTION OF THE REAL ESTATE PURSUANT TO THE EXERCISE OF RIGHTS UNDER, OR FORECLOSURE OF, A MORTGAGE EXECUTED BY **DECLARANT**.

(n) "Dwelling Unit" shall refer to a single free-standing residential structure on an individual or multiple lots;

(o) "Initial Tract" shall refer to the Exhibit A real estate to be platted as Harvard Green at Camby Village Section One;

(p) "Lot" means any plot of ground designated as such upon the recorded Final Plat of Harvard Green at Camby Village Section One, and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(q) "Maintenance Expense Areas." Certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. As a consequence thereof, easement areas or improvements in dedicated rights-of-ways have or will be created shown on recorded plats that reserve to **DECLARANT** and after the applicable Date the HOA certain rights and/or responsibilities. Illustrative of these areas are the following:

- (1) Common Area B, and any dedicated common access thereto. This area shall not include easement areas across lots, which maintenance shall be the responsibility of the respective lot owners.
- (2) The identification walls at the entrances and complimentary landscaping, water and electric service for such identification within easements designated on recorded plats, including areas of shared responsibility in the plat of Camby Village Triplexes as defined herein.
- (3) If the **DECLARANT** or the HOA after the applicable Date contracts, under lease, with an electric utility to install street lighting in Harvard Green at Camby Village the Lease payments shall be a common expense;

(r) "Member" means a Member of the Association;

(s) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(t) "Open Space Areas/Common Areas." In addition to the detention ponds being open space areas, other space labeled as noted is contemplated, some of which may be limited common area;

(u) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(v) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(w) "The Real Estate" shall mean and refer to the parcel of real estate in Marion County, Indiana, described in Exhibit A and B attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration, and defined therein as the Real Estate;

The description of "Harvard Green at Camby Village, Section One, consists of Twenty-nine (29) Lots numbered 01 through 29 inclusive.

(x) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article X);

(y) "Rules and Regulations" are the rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate, Common Areas and individual lots that are part of this Development.

(z) "Shared Common Expenses" are shared expenses as defined in Article V, Section 6, that will include, without limitation, the pro rata share of expenses for the maintenance on Common Area Blocks A and B in the plat of Camby Village Triplexes, Section One, as per plat thereof recorded as Instrument No. 040102880 in the Office of the Recorder of Marion County, Indiana ("Camby Village Triplexes"), as well as shared expenses for snow plowing and street lighting. Said pro rata share shall be based upon the acreage of the Initial Tract taken as a percentage of the aggregated size of the Initial Tract and Camby Village Triplexes, Blocks A, B, E, F, and O and also Common Area Blocks A and B.

(aa) "Supplemental Declaration" shall mean an amendment or supplement to this Declaration or a plat executed by or consented to by Developer, or by the Association pursuant to this Declaration, and recorded in the Office of the Recorder of Marion County, Indiana, which subjects all or any portion of the Additional Tract to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the Real Estate or the land described therein. A Supplemental Declaration may also remove any portion of the Real Estate then owned by Developer from the control and provisions of this Declaration.

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II DECLARATION

Section 1. Declaration. **DECLARANT** hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as Covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from **DECLARANT** or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of **DECLARANT**, the Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with **DECLARANT**, the Committee, the Association, and the Owners and

subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

ARTICLE III OBLIGATIONS OF DECLARANT

Section 1. Agreement to Construct. DECLARANT has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

- (a) a storm drainage system for the Real Estate (Section One), including structures and drainage courses;
- (b) the common areas described in Article I (i) with the date of completion therein detailed.

ARTICLE IV ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS

Section 1. Membership in Association. DECLARANT and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

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

(a) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the By Laws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote;

(b) Class B. Class B Members shall be DECLARANT and all successors and assigns of DECLARANT designated herein as DECLARANT as Class B Members in a written notice mailed or delivered to the resident agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot designated on Exhibit A on all matters requiring a vote

of the Members of the Association. THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF

(i) THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE ASSOCIATION; OR

(ii) THIRTY (30) DAYS AFTER THE DATE WHEN THE LOTS SUBJECT TO THIS DECLARATION ARE TITLED IN NAMES OTHER THAN THE DECLARANT OR AN ASSIGNEE OF THE DECLARANT;

(iii) TEN (10) YEARS AFTER THE DATE OF RECORDATION OF THIS DECLARATION.

THE DATE APPLICABLE TO THE ABOVE IS HEREINAFTER REFERRED TO AS THE "APPLICABLE DATE".

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one, (1) Class A membership for each Lot owned.

Section 3. Functions. The Association has been (or will be) formed for the purpose of providing for the maintenance, repair, replacement, administration, operation of the Article III Section 1 matters and, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V BOARD OF DIRECTORS

Section 1. Management. The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by DECLARANT as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated or to be designated, in the Articles (herein referred to as the "Initial Board" or "Board"), who have been or shall be appointed by DECLARANT. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by DECLARANT, who shall thereafter be deemed a Member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of judicial acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed DECLARANT as such Owner's agent, attorney-in-fact and proxy, which shall be deemed

coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as **DECLARANT** determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of **DECLARANT** as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original Member thereof or as a Member thereof appointed by **DECLARANT** to fill a vacancy, shall be deemed a Special Member of the Association and an Owner solely for the purpose of qualifying to act as a Member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Association).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date.

(a) Term. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified.

(b) Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of nine (9).

(c) Vacancies. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board after the Applicable Date shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy. Any vacancy of Directorship held by a member of the **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Section 5. Removal of Directors. A Director or Directors, except the Members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the

Owners or until his successor is duly elected and qualified. Any vacancy of Directorship held by a member of the **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);
- (b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;
- (c) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;
- (d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (e) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;
- (f) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage's required under this Declaration and such other insurance coverage's as the Board, in its sole discretion, may deem necessary or advisable;
- (g) paying any other necessary expenses and costs in connection with the Common Areas (including open space common areas) and including the overseeing of open space preservation areas that are not common areas but instead are impositions by Easement within the confines of lots;
- (h) Coordinating and sharing the Shared Common Expenses necessary to maintain areas of shared responsibility with Camby Village Triplexes as defined in Article I, Section 1(z).
- (h) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist the Board in performing its duties;
- (b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, Contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;
- (e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Association;
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate (Lots) and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions and Covenants and Rules and Regulations as the Board, as allowed by Indiana Law, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; any elimination, modification, or addition of Rules & Regulations shall require the written approval of the **DECLARANT** so long as **DECLARANT** owns any lot which approved shall not be unreasonably delayed, conditioned, or withheld.
- (h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, and Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded;
- (i) shall have the right to convey title of Common Area to Lot Owners to correct any overlaps or encroachments; and
- (j) to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

Section 8. Limitation on Board Action. After the Applicable Date, the authority of the Board to enter into contracts shall be in accordance with Indiana Code § 32-25.5-1 et seq. and further limited to contracts involving a total expenditure of less than \$30,000.00 per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 11. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had

actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful, abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 13. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, **DECLARANT** shall have, and **DECLARANT** hereby reserves to **DECLARANT**, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. **DECLARANT** may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, **DECLARANT** or such Managing Agent shall be entitled to reasonable compensation for its services so long as **DECLARANT** secures **DECLARANT's** written consent to a required written contract which will not be unreasonably delayed, conditioned, or withheld.

ARTICLE VI REAL ESTATE TAXES; UTILITIES

Section 1. Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

ARTICLE VII ENCROACHMENTS AND EASEMENTS IN COMMON AREAS

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Corporation for the maintenance, use and enjoyment of such Common Areas.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his Dwelling Unit.

**ARTICLE VIII
DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS'
MAINTENANCE, ETC. OBLIGATIONS**

Section 1. Homeowners Association Obligations. Maintenance of the Common Area, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Corporation, however, this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

Section 2. Maintenance of Individual Lots. Except as otherwise noted, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of Harvard Green at Camby Village Subdivision, the Corporation may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work permitted herein.

Section 3. Damage to or Abuse of Common Area. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

Section 4. Access to Lots and Easements. The authorized representatives of the DECLARANT, the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any Harvard Green at Camby Village subdivision plat or of any portion of the Real Estate for such purposes.

**ARTICLE IX
ARCHITECTURAL STANDARDS**

No work as described in this Section shall take place on any Lot or Dwelling Unit except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to Section 1 below.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE **Declarant**, NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE ASSOCIATION.

THIS ARTICLE MAY BE AMENDED BY **DECLARANT**, BUT NOT WITHOUT THE **DECLARANT'S** WRITTEN CONSENT SO LONG AS THE **DECLARANT** OWNS ANY LAND SUBJECT TO THIS DECLARATION, WHICH CONSENT SHALL NOT BE UNREASONABLY DELAYED, CONDITIONED OR WITHHELD.

This committee has the right to assign to the property manager to approve some or all Architectural Control Requests that fall within the scope of the Architectural Standards, Guidelines, Rules and Covenants. If the property manager determines the documents provide inadequate direction the property manger should seek guidance from the Committee and the Board of Directors.

Section 1. Architectural Control Committee. There shall be, and hereby is, created and established the "Harvard Green at Camby Village II Architectural Control Committee" ("Committee"), consisting of **DECLARANT**, which shall have exclusive jurisdiction over all construction on any portion of the Properties. UNTIL 100% OF THE PROPERTIES HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the **DECLARANT**, or not more than five, nor less than three, persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE DECLARANT. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE **DECLARANT**. IN ALL INSTANCES, AT LEAST ONE MEMBER OF THIS COMMITTEE WILL BE DESIGNATED BY **DECLARANT**. After the sale of 100% of the Properties, the Committee shall be a standing committee of the Association, consisting of not more than five, nor less than three, persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

Section 2. Architectural Approval. To preserve the architectural and aesthetic appearance of the Real Estate, no construction of improvements of any nature whatsoever with the exception of vegetative landscaping shall be commenced or maintained by an Owner, other than the Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Real Estate, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, tree houses, playground equipment, or similar structures, awnings, walls, fences, exterior lights, garages, or outbuildings, nor shall any exterior addition to or change or alteration therein be made (excluding repainting in the original color but otherwise including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Committee, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee, as to the compliance of such plans and specifications with such standards as may be published by the Committee from time to time

including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Committee, and the other copy shall be returned to the Owner marked "approved", "approved as noted", or "disapproved".

- (a) *Power of Disapproval.* The Committee may refuse to grant permission to construct, place or make the requested improvement, when: (i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of the restrictions contained in this Declaration; (ii) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Real Estate in general; (iii) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners; and/or (iv) The Committee is otherwise authorized to disapprove the requested improvement in this Declaration or in the CICID.
- (b) *Powers Following Approval.* Following approval of any plans and specifications by the Committee, representatives of the Committee shall have the right during reasonable hours to enter upon and inspect any Lot, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Committee shall determine that such plans and specification have not been approved or are not being complied with, the Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

Section 3. Non Vegetative Landscaping Approval. To preserve the aesthetic appearance of the Real Estate, no material modification to the grading, excavation, or filling of any Lot shall be implemented by an Owner, unless and until the plans therefore have been submitted to and approved in writing by the Committee. The provisions hereof regarding time for approval of plans, right to inspect, right to enjoin and /or require removal, etc. shall also be applicable to approvals required under this Section.

Section 4. Approval Not a Guarantee. No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the Committee shall be responsible or liable for: (a) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article IX; (b) loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (c) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor (d) any defects in construction undertaken pursuant to such plans and specifications.

Section 5. Building Restrictions. All improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. Prior to

any such grading, clearing, construction of impervious surface, building, or other construction activity, the Owner of any Lot which is subject to such rules, regulations, guidelines or restriction shall make such filings, and obtain such authorizations and permits as are required thereunder, and further, shall receive the prior written approval of the Committee.

Section 6. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) calendar days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within 45 days after submission of all required or requested information, the plans shall be deemed and presumed denied. **MUST HAVE WRITTEN APPROVAL BY COMMITTEE. NO VERBAL APPROVALS ALLOWED.**

Section 7. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 8. Variance. The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

Section 9. Compliance with Guidelines. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Committee from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by **DECLARANT** or the Association.

Section 10. Non-Liability of DECLARANT or Committee. Neither the **DECLARANT** nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee and/or the **DECLARANT** does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the

method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

Section 11. Inspection. The Committee and the **DECLARANT** and/or any property management organizations personnel may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any Member thereof, nor the **DECLARANT** nor any agent or contractor employed or engaged by the Committee, the **DECLARANT** shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee, the **DECLARANT** shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 12. No Compensation. Neither the Committee nor any of its Members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS

The following covenants and restrictions contained below and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, and Common Areas are in addition to any other covenants or restrictions contained herein and in the Final Plat(s) of Harvard Green at Camby Village. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and are enforceable by an Owner, or by the Association. In addition to any other remedies herein provided, present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

Section 1. Development Standards. The development standards of the Community shall conform to the minimum requirements of the D-5 zoning classification of the Dwelling Districts Zoning Ordinance of Indianapolis/Marion County.

Section 2. DECLARANT'S and the Association's Rights to Perform Certain Maintenance and Removal. In the event that the Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure, situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the **DECLARANT**, until the Applicable date, and, thereafter, the Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the **DECLARANT** or the Association shall be collected as a special assessment against such Owner

and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the **DECLARANT** nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage with may result from any maintenance work performed hereunder.

Section 3. Ditches and Swales and Erosion Control. It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

Section 4. Drilling. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

Section 5. Ground Elevations and Erosion Control. It shall be the Lot Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the Marion County or other municipal government if the Harvard Green at Camby Village community is annexed to said municipal governments department of planning and zoning as evidenced upon the final construction plan for the development of this subdivision.

Section 6. Insurance Impact. Nothing shall be done or kept by and Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 7. Landscape Easements. There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of owners of lots to the extent and limited for the purposes set forth in the Declaration and for the use of **DECLARANT** and Association for the installation, maintenance, repair and replacement for landscaping features requiring maintenance. Except as installed and maintained by lot owners, pursuant to the requirements of the Declarations, or by **DECLARANT** and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the **DECLARANT** and approved by the Board) shall be erected or maintained on said strips and areas by the owner of any lot subject to any such "Landscape Easement", and the owners of such lots affected by any such "Landscape Easement" shall take and hold title to their lots subject to the foregoing rights of the **DECLARANT** and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the **DECLARANT** or Association in any such "Landscape Easement". The foregoing grant of rights to the **DECLARANT** shall not impose an obligation on the **DECLARANT** to undertake such maintenance unless it elects to do so.

Section 8. Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No waste shall be committed in any Dwelling or on any Lot. Each Owner shall:

- (a) Remove all debris or rubbish;
- (b) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (c) Cut down and remove dead trees;
- (d) Where applicable, prevent debris and foreign material from entering drainage areas; and
- (e) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 9. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties, however, if an Occupancy Permit from government is involved the issuance thereof shall be deemed substantial completion.

Section 10. Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

Section 11. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines

or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

Section 12. Residential Use. The Properties shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Properties at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Section 13. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, without Association approval and in accordance with guidelines promulgated by the Association, which may be changed from time to time. An Owner or occupant of a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties, (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door to door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Section 14. Firearms. The discharge of firearms within the Properties is prohibited. The term "Firearms" includes bows and arrows, slingshots, "BB" guns, pellet guns, paint ball guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary, contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 15. Tents, Trailers and Temporary Structures. Except as may be permitted by the DECLARANT or the Board during initial construction within the Properties, no tent, storage shed, mini-barn, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or the Common Maintenance Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period not longer than 48 hours unless otherwise consented to by the DECLARANT.

Section 16. Awnings and Window Screens. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes nor shall any window-mounted heating or air conditioning units be permitted. No metal, fiberglass or similar type awnings or patio covers shall be permitted. Collapsible or retractable clotheslines, not to exceed fifteen feet in length will be allowed with proper Committee approval. Permanent clotheslines will not be approved. While not in use, the clothes lines must always be kept collapsed or retracted. Clothing, rugs, or other items which are visible to others in the Real Estate shall not be hung on any railing, fence, hedge, or wall.

Section 17. Signs. No signs of any kind shall be erected within the Real Estate, or permitted within any windows, without the written consent of the Board, except for such signs as may be required by legal proceedings and except for a single standard real estate "for sale" or "for rent" sign may exist on a Lot if such does not exceed six (6) square feet in area. Developer may use such signs as it deems necessary or appropriate during the Development Period. No business signs, flags, banners or similar items except those placed and used by Developer advertising or providing directional information shall be erected by any Owner. If permission is granted to any Person to erect a sign, including name and address signs within the Real Estate, the Board reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

Section 18. Parking and Prohibited Vehicles.

(a) *Parking.* Vehicles shall be parked in the garages or on the driveways serving the Lots. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.

No Owners or other occupants of any portion of the Real Estate shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) *Prohibited Vehicles.* Commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Real Estate except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Real Estate during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Owner.

Section 19. Animals and Pets. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Real Estate. All pets shall remain under the control and supervision of an adult Owner, and shall not be permitted off of such Owner's respective Lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

Section 20. Antennas, Aerials and Satellite Dishes.

(a) *Intent.* It is the intent and desire of Developer that the Real Estate be developed in an aesthetically pleasant manner, and that the residences constructed on the Lots retain a harmonious and consistent appearance. To this end, it is the goal of the provisions of this Section 7.8 to limit the installation of any satellite dishes, antennas and aerials on the Lots so that such are not visible from the street in front of such Lot.

(b) *Permitted Installation and Standards.* A "Satellite Dish" or "Antenna," as such terms are defined below, shall be permitted to be installed by an Owner without the approval of the Developer or the Association *provided* the location of the Satellite Dish or Antenna, and all related cables and wiring, are installed at the least visible location on such Owner's Lot, as viewed from the street directly in front of such Lot, which will not result in a substantial degradation of reception. Within twenty (20) days from the installation of a Satellite Dish or Antenna, an Owner shall notify the Association of such installation. Such notice shall indicate the item installed, the approximate location on such Lot, and that such installation meets the standards contained in this subsection (b).

(c) *Rights of Association and Developer.* The Association and Developer shall have the right to enter upon a Lot on which a Satellite Dish or Antenna is installed in order to (i) confirm that the Satellite Dish or Antenna, as the case may be, was installed in accordance with the standard specified in Section 7.8(b), above; or (ii) install, at the expense of the Association or the Developer, as the case may be, landscaping, fencing, or a combination thereof, so as to shield or otherwise block the view of such Satellite Dish or Antenna from the street in front of such Lot. In the event the installation does not meet the standard specified in Section 7.8(b), above, the Association may require the relocation of the Satellite Dish or Antenna by the Owner, at the Owner's expense, to another location which meets such standard. In addition, the Association shall have the right to require the Owner, at the Owner's expense, to paint the Satellite Dish or Antenna (provided that such painting does not impair the reception thereof) to match the background of the installation area.

(d) *Definitions of Satellite Dish and Antenna.* For purposes of this Section 7.8, the terms "Satellite Dish" and "Antenna" shall mean any satellite dish or antenna that is subject to the Telecommunications Act of 1996, as amended, and any applicable regulations issued thereunder (collectively, the "Telecom Act").

(e) *Reception Devices not Governed by the Telecom Act.* Any antennas, aerials, satellite dishes, or other apparatus not subject to the Telecom Act shall be permitted on a Lot only if: (i) concealed by landscaping, fencing, or a combination thereof; (ii) installed so as not to be visible from the street in front of such Lot, front elevation street view; and (iii) not constitute a nuisance to any other Owner. All installations under this subsection (e) shall be first approved by the Association.

(f) *Miscellaneous.* No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Real Estate, provided however that the Developer and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Real Estate, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 21. Garbage Cans, Tanks, Etc. No storage tanks of any kind shall be allowed upon a Lot. No rubbish, trash or garbage containers shall be stored or maintained outdoors except for such temporary storage necessary for immediate pick up of the trash and, in that event, trash shall be stored in appropriate containers.

Section 22. Septic Systems, Wells. No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

Section 23. Pools. No above ground swimming pools, including inflatable pools that exceed 25 square feet in area or 12 inches in height, shall be erected, constructed or installed on any Lot; provided, nothing herein shall preclude installation and use of hot tubs, spas or in ground pools with prior approval of the Committee as provided herein.

Section 24. Model Homes. No Owner of any Lot shall build or permit the building upon his Lot or any dwelling house that is to be used as a model home or exhibit house without permission to do so from the **DECLARANT**.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the **DECLARANT** with respect to its development and sale of the Properties or its use of any Lots with such entity owns within the Properties.

Section 25. Non-Applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth, shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

Section 26. Sales Office. To the extent deemed necessary or desirable by **Declarant**, they shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

Section 27. Sanitary Waste Disposal.

(a) **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

(b) **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of Marion County and these Restrictions.

(c) **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one foot above the lowest manhole in the Subdivision.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, **DECLARANT** shall have the right to use and maintain any Lots and Dwelling Units owned by **DECLARANT** in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than **DECLARANT**), all of such number and size and at such locations as **DECLARANT** in its sole discretion may determine, as **DECLARANT** may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. **DECLARANT** shall have the right to relocate any or all of the same from time to time as it desires. **DECLARANT** shall have the right to remove the same from the Real Estate and Additional Property at any time.

Section 28. **Traffic Regulation and Sight Distance at Intersections.** All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain wherein it would create a traffic or sight problem. All vehicular traffic on the private streets and roads in the Real Estate shall be subject to the provisions of the laws of the State of Indiana, and any other applicable governmental agency, concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including modifications of those in force on public streets, within the Real Estate. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems necessary, including levying fines for the violation thereof. Only drivers licensed to operate motor vehicles by the State of Indiana or by any other state in the United States may operate any type of motor vehicle within the Real Estate. All vehicles of any kind and nature which are operated on the streets in the Real Estate shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Real Estate.

Section 29. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Real Estate, except for temporary lines as required during construction and high voltage lines if required by law for safety purposes.

Section 30. Air Conditioning Units. Except as may be permitted by the Board, no window air conditioning units may be installed in any Lot.

Section 31. Mailboxes. Each Owner of a Lot shall maintain the mailbox and structure which was originally installed by a builder, and shall replace same as necessary with a mailbox and structure which is substantially the same in appearance as that which was originally provided to the Dwelling Unit. Nothing may be attached to the mailbox structure which will affect the uniformity thereof with other such structures in the Real Estate. The Committee shall have the discretion to require the replacement of any mailbox within the Real Estate at the expense of the Owner of the Lot served thereby.

Section 32. Homeowner Landscape Requirement. Within six (6) months of closing, the homeowner is responsible for installing one additional tree in the front yard which may be either a one (1) inch caliper ornamental, one and a half (1 ½) inch caliper shade or four (4) foot high evergreen. Also, the homeowner is responsible for installing at least eight (8) shrubs with a mixture of flowering and evergreen and with an eighteen (18) inch spread or height in the front yard.

Section 33. Seeding of Rear Yards. Within thirty (30) days of initial occupancy of a Dwelling Unit, the Owner thereof shall cause the rear yard of such Lot to be seeded with grass of a type generally used in the Real Estate. The initial seeding may be delayed if the occupancy date occurs between November 1 and the following March 31, or if, as of the date of occupancy, the final grading of the rear yard has not been completed; however, in either of such events, the initial seeding of the rear yard shall be completed on or before (a) May 1 following the date of occupancy, or (b) thirty (30) days following completion of final grading, which ever is later.

Section 34. Exterior Flags and Sculpture. Exterior sculptures, fountains, flags, and similar items must be approved by the Committee.

Section 35. Driveways and Sidewalks. All driveways will be constructed by a builder of the Dwelling Unit which it serves. Owners shall maintain and replace the driveway of their Lot thereafter so as to maintain the same appearance as provided at the time of original construction, ordinary wear and tear accepted. Each Dwelling Unit shall have a continuous sidewalk from the driveway to the front porch or entry.

Section 36. Fences. No fencing shall be installed on any Lot without the prior review and approval of the Committee provided that nothing in this section shall apply to Developer or any fencing installed by the Developer. No fence shall be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. Fencing on any corner Lot shall be at least five (5) feet from the sidewalk. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish and cannot exceed four (4) feet in height. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Committee.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if

such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

Section 37. Basketball Goals. No basketball goals shall be permitted on any lot without the prior review and approval of the Committee of the Homeowners Association. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

Section 38. Playground Equipment. No playground equipment shall be installed on any lot without the prior review and approval of the Committee. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a lot (being the portion of such lot behind the rear corners of the residence on such lot). Notwithstanding the foregoing, in the event such lot is located on a corner in the Community, the Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

Section 39. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Real Estate except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 40. Laws and Ordinances. Every Owner and occupant of any Lot or Dwelling Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Real Estate and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have no obligation to take action enforce such laws, statutes, ordinances and rules.

ARTICLE XI ASSESSMENTS

Section 1. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Real Estate and promoting the health, safety, and welfare of the Owners, users, and occupants of the Real Estate and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

- (a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.1 and the aggregate amount of the annual Assessments collected by the Association.

Section 2. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. The lien for Assessments shall be subordinate to the lien of any first mortgage on a Lot. An Owner's failure to pay any Assessment shall not, by the terms of this Declaration, constitute a default under a federally insured mortgage on such Lot. Mortgagees shall not be required to collect any Assessment. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 3. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article XI shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Real Estate ("Pro-rata Share").

Section 4. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association. Such budget shall serve as the basis for establishing the annual assessments.

Section 5. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

Section 6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The liability of an Owner, other than Developer, for Assessments under this Article XI shall commence as of the date such Owner acquires his interest in a Lot. The first annual Assessment shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

Section 7. Duties of the Association Regarding Assessments.

(a) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(b) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association may assess an administrative fee for such certificate, not to exceed the sum of \$25.00.

(c) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

Section 8. Non-payment of Assessments; Remedies of Association.

(a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any

cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in subparagraph (b) hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest at the rate of twelve percent (12%) per annum until paid in full. In addition to such interest, the Association shall assess a late fee, as from time to time determined by the Board of Directors of the Association. The Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, and attorneys' fees.

Section 9. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

ARTICLE XII MORTGAGES

Section 1. Notice to Association. Any Owner, who places a first mortgage lien upon his Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Section 2. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 4 of Article XI hereof.

ARTICLE XIII INSURANCE

Section 1. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, **DECLARANT**, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

Section 2. Insurance by Owners. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the appropriate authority and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition.

ARTICLE XIV CASUALTY AND RESTORATION

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or maintenance expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was

either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

**ARTICLE XV
AMENDMENT OF DECLARATION**

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70% in the aggregate of the votes of all Owners). In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(b) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIII of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(c) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by DECLARANT Only. Notwithstanding the foregoing or anything else contained herein, the DECLARANT shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if DECLARANT records the modification in the Office of the Recorder of Marion County, Indiana, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future Perform) function similar to those performed by such agencies or entities, to subject additional property to these

restrictions, (e) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (f) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (g) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the **DECLARANT** to vote in favor of, make, or consent to any amendments described in this Section 2 or behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the **DECLARANT** to vote in favor of, make, execute and record any such amendments. The right of the **DECLARANT** to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the **DECLARANT** no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI ACCEPTANCE AND RATIFICATION

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII NEGLIGENCE

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any

violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

**ARTICLE XVIII
BENEFIT AND ENFORCEMENT**

Section 1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the Lot Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 2. Prosecution of Violations. It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Lot Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Association may as respects an Owner who violates these restrictions and/or Rules and Regulations, after written notice to the Owner detailing the nature of the violation with a time period established by the Association to cure or conform, disqualify the voting rights and right to hold office while the violation continues and may further in the Board's sole discretion, an additional charge shall be fined, as allowed by Indiana Law. This fine, if not paid when required, will be processed in the same manner as assessments.

**ARTICLE XIX
"ADDITIONAL TRACT"**

In addition to the Initial Tract, **DECLARANT** is the fee simple title Owner of the real estate defined in this Declaration as the Additional Tract, located contiguous to the Initial Tract. The **DECLARANT** or such Owner may at any time prior to 15 years after date of recordation of this Declaration, without the consent of the Owners may, but is not obligated to, develop the Additional Tract or any part thereof (except as modified by zoning commitments filed relative to

such Additional Tract and by the act of recording a plat(s) thereof for such Additional Tract or part thereof it shall be deemed an exercise of the **DECLARANT's** reserved right to expand Harvard Green at Camby Village II community into the realty reflected in such plats and automatically make such realty subject to this Declaration.

In the event the Additional Tract or any part of it is platted in a manner as herein stated, the Owners of such Lots in the Additional Tract or parts thereof, shall have the same rights and obligations of the Owners herein, and the Corporation shall have the same jurisdiction and authority over such Additional Tract or any part of its in a manner described, provided, however, any part of the Additional Tract for which a plat has not been filed by the date herein stated then the realty not included in any recorded plat shall be automatically removed from the possibility of the **DECLARANT** or Owner making same subject to this Declaration.

Regardless of the method of development of the Additional Tract and whether or not all of any part of the Additional Tract comes within the jurisdiction of the Corporation or subject to the Declaration, **DECLARANT** reserves unto itself, its successors and assigns, for the use and benefit of that part of the part of the Additional Tract not coming within the jurisdiction of the Corporation or subject to the Declaration the right and easement to enter upon and if necessary tie into the Common Areas and Landscape Easement of the Tract to either continue the landscape plan mandated by zoning commitments and/or the surface drainage requirements for storm water management.

The assessment which the Owner of each Lot in the Additional Tract of part thereof, if within the jurisdiction of the Corporation, shall be obligated to pay equal to that paid by any Owner herein and shall commence on the date of conveyance of such Lot by **DECLARANT**. No assessment (Regular, Special or otherwise) on any Lot in the Additional Tract shall be due until such Lot has been conveyed by **DECLARANT** or **Builder** to a third party for the Dwelling Unit thereon or until it is occupied for residential purposes, whichever first occurs.

ARTICLE XX MISCELLANEOUS

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration,

the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law. Non enforcement of one provision does not affect the enforcement of another.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 6. Delegation of Use of the Common Areas. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot

IN WITNESS WHEREOF, Camby Village LLC, by its duly authorized Manager, DECLARANT herein, has executed this Declaration on the day and year first hereinabove set forth.

CAMBY VILLAGE LLC

By [Signature]
J. Brian Mann, Manager

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared J. Brian Mann, Manager of Camby Village LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 15th day of December, 2011.

My Commission Expires:

4/11/17

[Signature]
Notary Public

Printed Linda K. Hartmann

Resident of Marion County

1016637v2

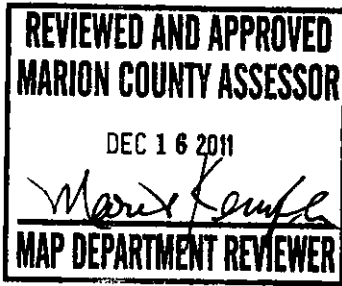


EXHIBIT "A"

Page 1 of 2

Legal Description – Initial Tract

LAND DESCRIPTION

Blocks lettered B, C, D, E, H, J, K, L, M, and Q together with a part of Blocks lettered I, N, R and Common Area B in Camby Village Triplexes, Section One, as per plat thereof recorded as Instrument No. 040102880 in the Office of the Recorder of Marion County, Indiana, and being a part of the Southeast Quarter in Section 16, Township 14 North, Range 2 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

BEGINNING at the southwest corner of Block lettered Q in said plat of Camby Village Triplexes; thence North 00 degrees 01 minutes 19 seconds East (basis of bearing = plat) along the west line of said Block Q, Common Area B and Block R a distance of 270.57 feet; thence North 43 degrees 55 minutes 03 seconds East along the northwesterly line of said Block R a distance of 26.97 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 101.91 feet to the east line of said Block R; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block R, Common Area B and aforesaid Block Q a distance of 290.00 feet to the south line of said Block Q; thence North 89 degrees 58 minutes 41 seconds West along said south line a distance of 120.60 feet to the point of beginning, containing 34,793 square feet, more or less.

ALSO:

BEGINNING at the southwest corner of Block lettered L in said plat of Camby Village Triplexes; thence North 00 degrees 01 minutes 19 seconds East (basis of bearing = plat) along the west line of said Block L, Block M and Block N a distance of 320.00 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 120.00 feet to the east line of said Block N; thence South 00 degrees 01 minutes 19 seconds West along said east line a distance of 8.40 feet to the northwest corner of aforesaid Block J; thence South 89 degrees 58 minutes 41 seconds East along the north line of said Block J a distance of 120.00 feet to the east line thereof; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Blocks J and K a distance of 161.60 feet to a point on a tangent curve to the left having a radius of 150.00 feet, the radius point of which bears North 89 degrees 58 minutes 41 seconds West; thence southerly, southwesterly and westerly along said curve an arc distance of 235.62 feet to a point which bears South 00 degrees 01 minutes 19 seconds West from said radius point; thence North 89 degrees 58 minutes 41 seconds West a distance of 90.00 feet to the point of beginning, containing 70,963 square feet, more or less.

ALSO:

BEGINNING at the southeast corner of Block lettered H in said plat of Camby Village Triplexes; thence North 89 degrees 58 minutes 41 seconds West along the south line of said Block H a distance of 129.27 feet to the southwest corner thereof, said point being on a non-tangent curve

to the left having a radius of 200.00 feet, the radius point of which bears North 72 degrees 27 minutes 41 seconds West; thence northerly along said curve and west line of said Block H an arc

EXHIBIT "A"

Page 2 of 2

distance of 61.14 feet to a point which bears South 89 degrees 58 minutes 41 seconds East from said radius point; thence North 00 degrees 01 minutes 19 seconds East along the west line of said Block H and Block I a distance of 139.80 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 120.00 feet to the east line of said Block I; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block I and Block H a distance of 200.00 feet to the point of beginning, containing 24,184 square feet, more or less.

ALSO:

BEGINNING at the southwest corner of Block lettered B in said plat of Camby Village Triplexes; thence North 22 degrees 56 minutes 52 seconds West along the west line of said Block B a distance of 117.42 feet to the northwest corner thereof, said point being on a non-tangent curve to the right having a radius of 150.00 feet, the radius point of which bears South 22 degrees 56 minutes 52 seconds East; thence easterly along said curve and north line of said Block B an arc distance of 60.13 feet to a point which bears North 00 degrees 01 minutes 19 seconds East from said radius point; thence South 89 degrees 58 minutes 41 seconds East along the north line of said Block B, Block C and Block D a distance of 268.85 feet to a point on a tangent curve to the left having a radius of 200.00 feet, the radius point of which bears North 00 degrees 01 minutes 19 seconds East; thence easterly along said curve and north line of said Block D and Block E an arc distance of 75.66 feet to a point which bears South 21 degrees 39 minutes 09 seconds East from said radius point; thence easterly along a reverse tangent curve to the right having a radius of 60.00 feet and along the north line of said Block E a distance of 48.22 feet to a point which bears North 24 degrees 23 minutes 44 seconds East from said radius point; thence easterly along a reverse tangent curve to the left having a radius of 50.00 feet and the along the north line of said Block E a distance of 46.44 feet to a point which bears South 28 degrees 49 minutes 23 seconds East from said radius point and the northeast corner of said Block E; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block E a distance of 134.78 feet to the southeast corner thereof; thence North 89 degrees 58 minutes 41 seconds West along the south line of said Block E, Block D, Block C and Block B a distance of 447.11 feet to the point of beginning, containing 58,041 square feet, more or less.

Containing in all, 187,981 square feet, 4.32 acres, more or less.



④
mm

**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HARVARD GREEN AT CAMBY VILLAGE, II**

This Supplemental Declaration of Covenants and Restrictions of Harvard Green, at Camby Village, II "Community" ("Supplemental Declaration") is made this 13 day of January, 2012, by Camby Village LLC, an Indiana Limited Liability Company (the "DECLARANT").

WITNESSETH:

WHEREAS, **DECLARANT** is the owner of real estate in Marion County, State of Indiana, more particularly described in **Exhibit "A"** attached and made a part hereof, with **Exhibit "A"** comprised of approximately 4.33 acres known as Harvard Green at Camby Village, II and also designated as the "Real Estate" in this Supplemental Declaration; and

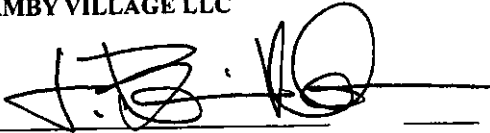
WHEREAS, **DECLARANT** has recorded a Declaration of Covenants and Restrictions of Harvard Green at Camby Village II (the "Declaration") in the Office of the Recorder of Marion County, Indiana as Instrument #2011-115925 on December 16, 2011; and

WHEREAS, **DECLARANT** hereby states that an error was made in describing the land that was subject to the Declaration by omitting a strip of land five feet in width that should have been added to the north side of Lot 5 of the plat of Harvard Green at Camby Village, and that **DECLARANT** now wishes to correct the legal description that was recorded as **Exhibit "A"** of the Declaration;

NOW THEREFORE, **DECLARANT**, as Owner of the Real Estate hereby declares that the legal description of land attached as **Exhibit "A"** to this Supplemental Declaration shall replace the legal description originally recorded as **Exhibit "A"** of the Declaration.

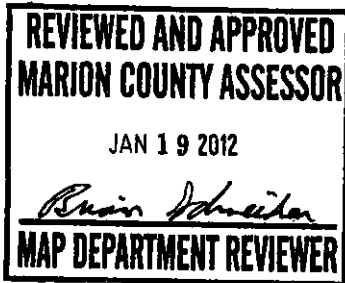
IN WITNESS WHEREOF, Camby Village LLC, by its duly authorized Manager, **DECLARANT** herein, has executed this Declaration on the day and year first hereinabove set forth.

CAMBY VILLAGE LLC

By 
J. Brian Mann, Manager

A201200005966

January 19, 2012 11:56 AM
Julie L. Voorhies,
Marion County Recorder



RECEIVED FOR TRANSFER
SUBJECT TO FINANCIAL
EXAMINATION
2012 JAN 19 11:07
MARION COUNTY ASSESSOR

848770

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared J. Brian Mann, Manager of Camby Village LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 13 day of January, 2012.

My Commission Expires:

Linda K. Hartmann
Notary Public



Resident of _____ County

1016637v2

Prepared by: Steven W. Reeves

"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."

Steven W. Reeves

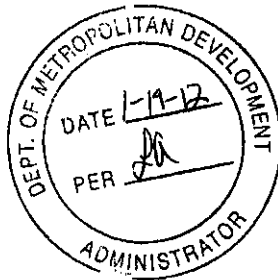


EXHIBIT "A"

Page 1 of 2

Corrected Legal Description – Real Estate

LAND DESCRIPTION

Blocks lettered B, C, D, E, H, J, K, L, M, and Q together with a part of Blocks lettered I, N, R and Common Area B in Camby Village Triplexes, Section One, as per plat thereof recorded as Instrument No. 040102880 in the Office of the Recorder of Marion County, Indiana, and being a part of the Southeast Quarter in Section 16, Township 14 North, Range 2 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

BEGINNING at the southwest corner of Block lettered Q in said plat of Camby Village Triplexes; thence North 00 degrees 01 minutes 19 seconds East (basis of bearing = plat) along the west line of said Block Q, Common Area B and Block R a distance of 270.57 feet; thence North 43 degrees 55 minutes 03 seconds East along the northwesterly line of said Block R a distance of 33.91 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 97.10 feet to the east line of said Block R; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block R, Common Area B and aforesaid Block Q a distance of 295.00 feet to the south line of said Block Q; thence North 89 degrees 58 minutes 41 seconds West along said south line a distance of 120.60 feet to the point of beginning, containing 35,291 square feet, more or less.

ALSO:

BEGINNING at the southwest corner of Block lettered L in said plat of Camby Village Triplexes; thence North 00 degrees 01 minutes 19 seconds East (basis of bearing = plat) along the west line of said Block L, Block M and Block N a distance of 320.00 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 120.00 feet to the east line of said Block N; thence South 00 degrees 01 minutes 19 seconds West along said east line a distance of 8.40 feet to the northwest corner of aforesaid Block J; thence South 89 degrees 58 minutes 41 seconds East along the north line of said Block J a distance of 120.00 feet to the east line thereof; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Blocks J and K a distance of 161.60 feet to a point on a tangent curve to the left having a radius of 150.00 feet, the radius point of which bears North 89 degrees 58 minutes 41 seconds West; thence southerly, southwesterly and westerly along said curve an arc distance of 235.62 feet to a point which bears South 00 degrees 01 minutes 19 seconds West from said radius point; thence North 89 degrees 58 minutes 41 seconds West a distance of 90.00 feet to the point of beginning, containing 70,963 square feet, more or less.

ALSO:

BEGINNING at the southeast corner of Block lettered H in said plat of Camby Village Triplexes; thence North 89 degrees 58 minutes 41 seconds West along the south line of said Block H a

EXHIBIT "A"

Page 2 of 2

distance of 129.27 feet to the southwest corner thereof, said point being on a non-tangent curve to the left having a radius of 200.00 feet, the radius point of which bears North 72 degrees 27 minutes 41 seconds West; thence northerly along said curve and west line of said Block H an arc distance of 61.14 feet to a point which bears South 89 degrees 58 minutes 41 seconds East from said radius point; thence North 00 degrees 01 minutes 19 seconds East along the west line of said Block H and Block I a distance of 139.80 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 120.00 feet to the east line of said Block I; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block I and Block H a distance of 200.00 feet to the point of beginning, containing 24,184 square feet, more or less.

ALSO:

BEGINNING at the southwest corner of Block lettered B in said plat of Camby Village Triplexes; thence North 22 degrees 56 minutes 52 seconds West along the west line of said Block B a distance of 117.42 feet to the northwest corner thereof, said point being on a non-tangent curve to the right having a radius of 150.00 feet, the radius point of which bears South 22 degrees 56 minutes 52 seconds East; thence easterly along said curve and north line of said Block B an arc distance of 60.13 feet to a point which bears North 00 degrees 01 minutes 19 seconds East from said radius point; thence South 89 degrees 58 minutes 41 seconds East along the north line of said Block B, Block C and Block D a distance of 268.85 feet to a point on a tangent curve to the left having a radius of 200.00 feet, the radius point of which bears North 00 degrees 01 minutes 19 seconds East; thence easterly along said curve and north line of said Block D and Block E an arc distance of 75.66 feet to a point which bears South 21 degrees 39 minutes 09 seconds East from said radius point; thence easterly along a reverse tangent curve to the right having a radius of 60.00 feet and along the north line of said Block E a distance of 48.22 feet to a point which bears North 24 degrees 23 minutes 44 seconds East from said radius point; thence easterly along a reverse tangent curve to the left having a radius of 50.00 feet and the along the north line of said Block E a distance of 46.44 feet to a point which bears South 28 degrees 49 minutes 23 seconds East from said radius point and the northeast corner of said Block E; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block E a distance of 134.78 feet to the southeast corner thereof; thence North 89 degrees 58 minutes 41 seconds West along the south line of said Block E, Block D, Block C and Block B a distance of 447.11 feet to the point of beginning, containing 58,041 square feet, more or less.

Containing in all, 188,479 square feet, 4.33 acres, more or less.

THIS INSTRUMENT WAS PREPARED BY
 STEVEN W. REEVES
 REGISTERED LAND SURVEYOR - INDIANA #20400005
 THE SCHNEIDER CORPORATION
 HISTORIC FORT HARRISON
 8501 57th AVENUE
 INDIANAPOLIS, INDIANA 46218-1037
 TELEPHONE (317) 828-7100

HARVARD GREEN AT CAMBY VILLAGE SECTION ONE

A REPLAT OF BLOCKS B,C,D,E,H,J,K,L,M,O AND PART OF BLOCKS I,N,R AND C.A. B OF CAMBY VILLAGE TRIPLEXES



Zoning D-5

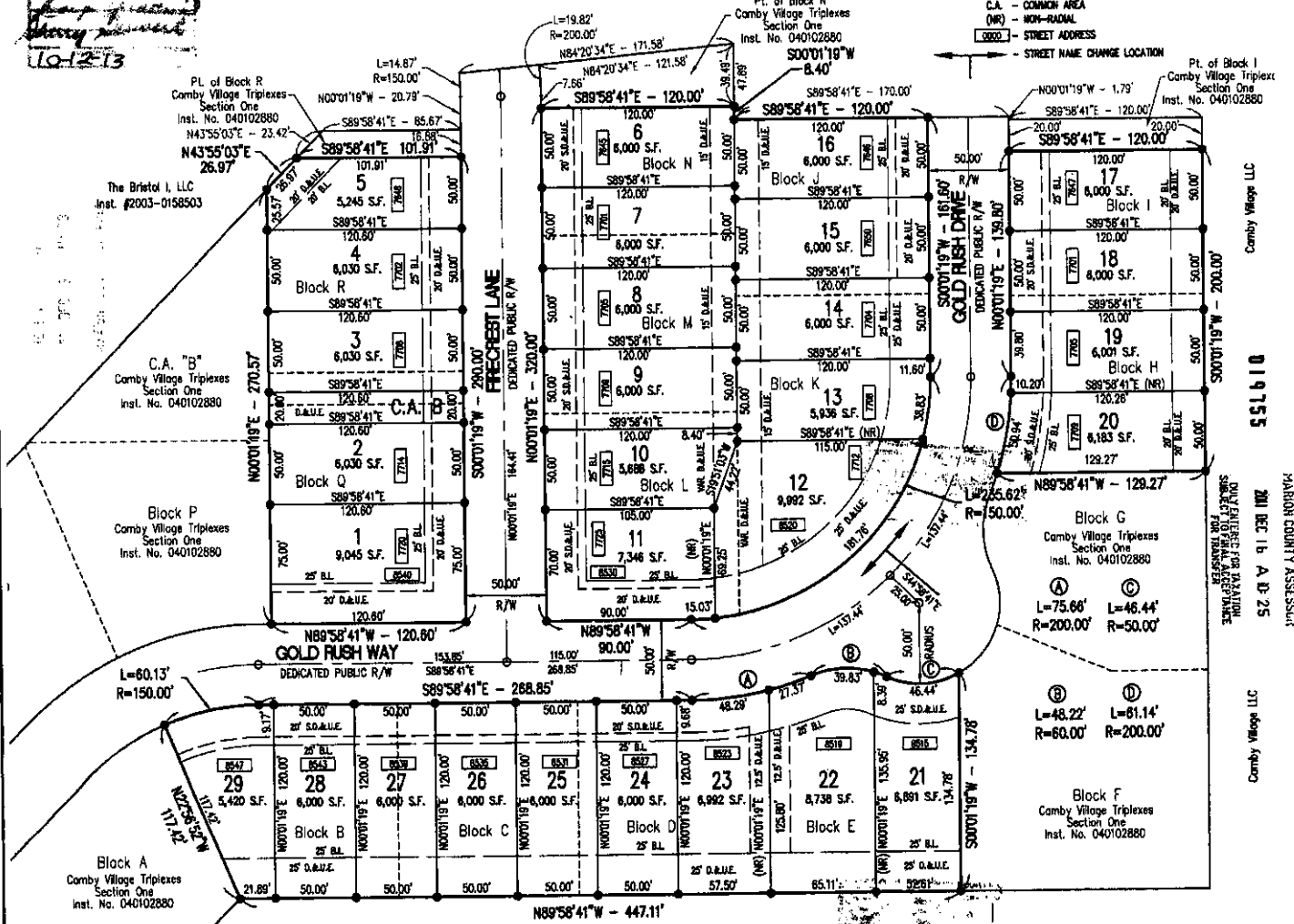
LEGEND

- - INDICATES STREET CENTERLINE MORMENTATION - SEE NOTE ON SHEET 3 OF 3
- - INDICATES 3/4" x 30" REBAR W/CAP STAMPED "SCHNEIDER FORM FOOT" - SEE NOTE ON SHEET 3 OF 3
- BL - BUILDING LINE
- S.F. - SQUARE FOOTAGE
- R/W - RIGHT-OF-WAY
- D.U.E. - DRAINAGE AND UTILITY EASEMENT
- S.D.U.E. - SEWER, DRAINAGE AND UTILITY EASEMENT
- C.A. - COMMON AREA
- (NR) - NON-RADIAL
- 0000 - STREET ADDRESS
- STREET NAME CHANGE LOCATION

SECTION ONE SECONDARY PLAT PART OF SE 1/4 SECTION 16-T14N-R2E MARION COUNTY, INDIANA

Camby Village LLC
 LLC Inst. #2002-0232788, #2002-0232790,
 #2002-0232792 #2002-0232794 & #2002-0232796

12-11-11
 10-12-13



REVISED AND RECORDED
 MARION COUNTY RECORDS
 DEC 2 6 2011
Amber Kuehl

2011-115925
 Camby Village LLC
 Inst. #2002-0232788, #2002-0232790, #2002-0232792
 #2002-0232794 & #2002-0232796

A201100115925
 December 15, 2011 10:48 AM
 Julie L. Voorhes,
 Marion County Recorder
 Pages: 3
 Fee: \$30.00
 By: KDB

DOCKET # 2011-PLT-011

PLAT NORTH
 SCALE 1" = 50'

THIS INSTRUMENT WAS PREPARED BY
STEVEN W. REZES
REGISTERED LAND SURVEYOR - INDIANA #20400005
THE SCHNEIDER CORPORATION
HISTORIC FORT HARRISON
8001 OTIS AVENUE
INDIANAPOLIS, INDIANA 46216-1037
TELEPHONE (317) 828-7100

HARVARD GREEN AT CAMBY VILLAGE SECTION ONE

A REPLAT OF BLOCKS B,C,D,E,H,J,K,L,M,O AND PART OF BLOCKS I,N,R AND C.A.B OF CAMBY VILLAGE TRIPLEXES SECTION ONE

SECONDARY PLAT
PART OF 8E1/4 SECTION 16-T4N-R2E
MARION COUNTY, INDIANA



LAND DESCRIPTION

Blocks lettered B, C, D, E, H, J, K, L, M, and O together with a part of Blocks lettered I, N, R and Common Area B in Camby Village Triplexes, Section One, as per plat thereof recorded as instrument No. 040102880 in the Office of the Recorder of Marion County, Indiana, and being a part of the Southeast Quarter in Section 16, Township 14 North, Range 2 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

BEGINNING at the southwest corner of Block lettered Q in said plat of Camby Village Triplexes; thence North 00 degrees 01 minutes 19 seconds East (base of bearing = plot) along the west line of said Block Q, Common Area B and Block R a distance of 270.57 feet; thence North 43 degrees 35 minutes 03 seconds East along the northerly line of said Block R a distance of 26.97 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 101.91 feet to the east line of said Block R; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block R, Common Area B and aforesaid Block Q a distance of 290.00 feet to the south line of said Block Q; thence North 89 degrees 58 minutes 41 seconds West along said south line a distance of 120.50 feet to the point of beginning, containing 34,793 square feet, more or less.

ALSO:

BEGINNING at the southwest corner of Block lettered L in said plat of Camby Village Triplexes; thence North 00 degrees 01 minutes 19 seconds East (base of bearing = plot) along the west line of said Block L, Block M and Block N a distance of 120.00 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 120.00 feet to the east line of said Block M; thence South 00 degrees 01 minutes 19 seconds West along said east line a distance of 8.40 feet to the northeast corner of aforesaid Block J; thence South 89 degrees 58 minutes 41 seconds East along the north line of said Block J a distance of 120.00 feet to the east line thereof; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Blocks J and K a distance of 161.60 feet to a point on a tangent curve to the left having a radius of 150.00 feet, the radius point of which bears North 89 degrees 58 minutes 41 seconds West; thence southerly, southwesterly and westerly along said curve an arc distance of 235.62 feet to a point which bears South 00 degrees 01 minutes 19 seconds West from said radius point; thence North 89 degrees 58 minutes 41 seconds West a distance of 80.00 feet to the point of beginning, containing 70,963 square feet, more or less.

ALSO:

BEGINNING at the southeast corner of Block lettered H in said plat of Camby Village Triplexes; thence North 89 degrees 58 minutes 41 seconds West along the south line of said Block H a distance of 122.27 feet to the southwest corner thereof, said point being on a non-tangent curve to the left having a radius of 200.00 feet, the radius point of which bears North 72 degrees 27 minutes 41 seconds West; thence northerly along said curve and west line of said Block H an arc distance of 61.14 feet to a point which bears South 89 degrees 58 minutes 41 seconds East from said radius point; thence North 00 degrees 01 minutes 19 seconds East along the west line of said Block H and Block I a distance of 138.80 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 120.00 feet to the east line of said Block I; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block I and Block H a distance of 200.00 feet to the point of beginning, containing 24,184 square feet, more or less.

ALSO:

BEGINNING at the southwest corner of Block lettered B in said plat of Camby Village Triplexes; thence North 22 degrees 56 minutes 52 seconds West along the west line of said Block B a distance of 117.42 feet to the northwest corner thereof, said point being on a non-tangent curve to the right having a radius of 150.00 feet, the radius point of which bears South 22 degrees 56 minutes 52 seconds East; thence easterly along said curve and north line of said Block B an arc distance of 60.13 feet to a point which bears North 00 degrees 01 minutes 19 seconds East from said radius point; thence South 89 degrees 58 minutes 41 seconds East along the north line of said Block B, Block C and Block D a distance of 288.85 feet to a point on a tangent curve to the left having a radius of 200.00 feet, the radius point of which bears North 00 degrees 01 minutes 19 seconds East; thence easterly along said curve and north line of said Block D and Block E an arc distance of 75.86 feet to a point which bears South 21 degrees 39 minutes 09 seconds East from said radius point; thence easterly along a reverse tangent curve to the right having a radius of 60.00 feet and along the north line of said Block E a distance of 48.22 feet to a point which bears North 24 degrees 23 minutes 44 seconds East from said radius point; thence easterly along a reverse tangent curve to the left having a radius of 50.00 feet and along the north line of said Block E a distance of 46.44 feet to a point which bears South 28 degrees 49 minutes 23 seconds East from said radius point and the northeast corner of said Block E; thence South 00 degrees 01 minutes 19 seconds West along the east line of said Block E a distance of 134.78 feet to the southeast corner thereof; thence North 89 degrees 58 minutes 41 seconds West along the south line of said Block E, Block D, Block C and Block B a distance of 447.11 feet to the point of beginning, containing 58,041 square feet, more or less.

Containing in all, 187,961 square feet, 4.32 acres, more or less.

OWNER'S DEDICATION

The undersigned, Camby Village LLC, as owner of Blocks B, C, D, E, H, J, K, L, M, N, O, R and Harvard Green at Camby Village Homeowners Association, Inc. as owner of Common Area B of Camby Village Triplexes, Section One, as per plat thereof recorded as instrument No. 040102880 in the Office of the Recorder of Marion County, Indiana, do hereby lay off, and replat the within described real estate in accordance with the within plat.

The within plat shall be known and designated as Harvard Green at Camby Village Section One, a Replat of Blocks B, C, D, E, H, J, K, L, M, O and Part of Blocks I, N, R and Common Area B of Camby Village Triplexes, Section One.

Cross reference is hereby made to owner's record source of title recorded as instrument #2002-0232788, #2002-0232790, #2002-0232792, #2002-0232794, #2002-0232796 and #2005-0108341 in said Recorder's Office.

By this Replat, the undersigned owners hereby acknowledge and represent that the location and size of the lots and Common Area B are amended and revised as shown hereon and that title to said real estate remains unchanged.

Camby Village, LLC

In witness whereof, Camby Village LLC, by J. Brian Mann, has heretofore caused his name to be subscribed,

this 10th day of December, 2011

by: J. B. Mann
J. Brian Mann



STATE OF INDIANA }
COUNTY OF Marion } SS

Before me, the undersigned notary public, in and for the county and state, personally appeared Camby Village LLC, by J. Brian Mann and acknowledged the execution of the above and foregoing as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND AND NOTARIAL SEAL THIS 10th DAY OF December, 2011.

Linda Kitchum
NOTARY PUBLIC (PRINTED)

MY COMMISSION EXPIRES: 11/1/17

Harvard Green at Camby Village Homeowners Association, Inc.

In witness whereof, Harvard Green at Camby Village Homeowners Association, Inc., by J. Brian Mann, has heretofore caused his name to be subscribed,

this 10th day of December, 2011

by: J. B. Mann
J. Brian Mann



STATE OF INDIANA }
COUNTY OF Marion } SS

Before me, the undersigned notary public, in and for the county and state, personally appeared Harvard Green at Camby Village Homeowners Association, Inc., by J. Brian Mann and acknowledged the execution of the above and foregoing as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND AND NOTARIAL SEAL THIS 10th DAY OF December, 2011.

Linda Kitchum
NOTARY PUBLIC (NOTARY NAME - PRINTED)

MY COMMISSION EXPIRES: 11/1/17

THIS INSTRUMENT WAS PREPARED BY
STEVEN W. REEVES
REGISTERED LAND SURVEYOR - INDIANA #20400005
THE SCHNEIDER CORPORATION
HISTORIC FORT HARRISON
3901 OTIS AVENUE
INDIANAPOLIS, INDIANA 46216-1037
TELEPHONE (317) 826-7100

HARVARD GREEN AT CAMBY VILLAGE SECTION ONE

A REPLAT OF BLOCKS B,C,D,E,H,J,K,L,M,O AND PART OF BLOCKS I,N,R AND C.A. B OF CAMBY VILLAGE TRIPLEXES SECTION ONE


Schneider
THE SCHNEIDER CORPORATION
HISTORIC FORT HARRISON
3901 OTIS AVENUE
INDIANAPOLIS, INDIANA 46216
(317) 826-7100

SECONDARY PLAT
PART OF 8.E.1/4 SECTION 16-T4N-R2E
MARION COUNTY, INDIANA

SURVEYOR'S CERTIFICATION


This subdivision consists of 29 lots, numbered 1 through 29, and Common Area B, together with easements as shown hereon. The streets were dedicated to the County by the prior plat of Camby Village Triplexes, Section One, as per plat thereof recorded as instrument No. 040102880 in the Office of the Recorder of Marion County, Indiana.

The size of lots and easements are shown in figures denoting feet and decimal parts thereof.

Cross-reference is hereby made to survey plat recorded as instrument number 03-107123, dated 5/22/03 in the Office of the Recorder of Marion County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross-referenced survey plat, and except as noted, there has been no change from the matters of survey revealed by the cross-referenced survey on any lines that are common with the new subdivision. I further certify that the said subdivision was platted under my direct supervision and control and is true and correct to the best of my knowledge and belief:

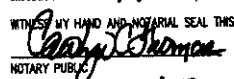
witness my signature this 14th day of December, 2011


Steven W. Reeves
Registered Land Surveyor #20400005



STATE OF INDIANA }
COUNTY OF Marion } SS

Before me, the undersigned notary public, in and for the county and state, personally appeared the above and acknowledged the execution of the foregoing recorded plat.

WITNESSE MY HAND AND NOTARIAL SEAL THIS 14th DAY OF December, 2011.

Carolyn C. Thomas
NOTARY PUBLIC (NOTARY NAME - PRINTED)



MY COMMISSION EXPIRES: 6-18-16 COUNTY OF RESIDENCE Marion

Sight Distances at Intersections:

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

The Metropolitan Development Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 56-AD-13, as amended, or any conditions attached to approval of this plat by the Plat Committee.

With the recordation of the within plat, that portion of the real estate described herein which was formerly included within the Declaration of Covenants, Conditions and Restrictions of Camby Village Triplex Subdivision recorded February 11, 2005, as instrument number 2005-22204, in the Office of the Recorder of Marion County, Indiana, is hereby removed and no longer subject to said Declaration. The within described real estate is subject to the Declaration of Covenants, Conditions and Restrictions of Harvard Green at Camby Village, recorded 11-13-10, instrument number 040102880, in the Office of the Recorder of Marion County, Indiana.

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the sanitary sewer construction approved by the Department of Public Works and the requirements of all sanitary sewer construction permits for this plat issued by said Department. Owner further covenants that no building, structure, tree or other obstruction shall be erected, maintained, or allowed to continue on the portion of the owners' real estate in which the easement and right-of-way is granted without express written permission, when duly recorded, shall run with the real estate. The Department, and its agents, shall have the right to ingress and egress, for temporary periods only, over the owners' real estate adjoining said easement and right-of-way, when necessary to construct, repair or maintain sanitary sewer facilities.

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

Storm Water Quality Best Management Practices:

This subdivision has been designed to include stormwater quality best management practice (BMP(s)) that must be maintained by the BMP(s) owner. Said BMP(s) is currently maintained by the developer; however, upon the activation of the homeowners association, the Operations and Maintenance Manual for such BMP(s) shall become the responsibility of said association subject to all fees and other city requirements.

REDACTION STATEMENT

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, Steven W. Reeves

NOTE
SUBDIVISION MONUMENTS ARE REQUIRED PER TITLE 865 (STATE BOARD OF REGISTRATION FOR LAND SURVEYORS) IAC 1-12-18.

STREET CENTERLINE MONUMENTS SHALL BE 5/8" DIA. SHAFT METAL ROD WITH 1 1/2" DIA. CAP STAMPED "SCHNEIDER FIRM #0001".

LOT CORNER MONUMENTS SHALL BE 5/8" X 30" REBAR W/CAP STAMPED "SCHNEIDER FIRM #0001". SEE PLAT FOR LOCATIONS.

UNLESS OTHERWISE REQUIRED BY LOCAL ORDINANCE, THE INSTALLATION OF AFOREMENTIONED MONUMENTS MAY BE DELAYED FOR UP TO TWO YEARS FROM RECORDATION OF THE PLAT PER STANDARDS AS SET FORTH IN TITLE 865 IAC 1-12-18 SUBSECTION (b)(1)(2).

B.D.

FINAL PLAT
HARVARD GREEN AT CAMBY VILLAGE SECTION THREE
 A SUBDIVISION IN INDIANAPOLIS, INDIANA

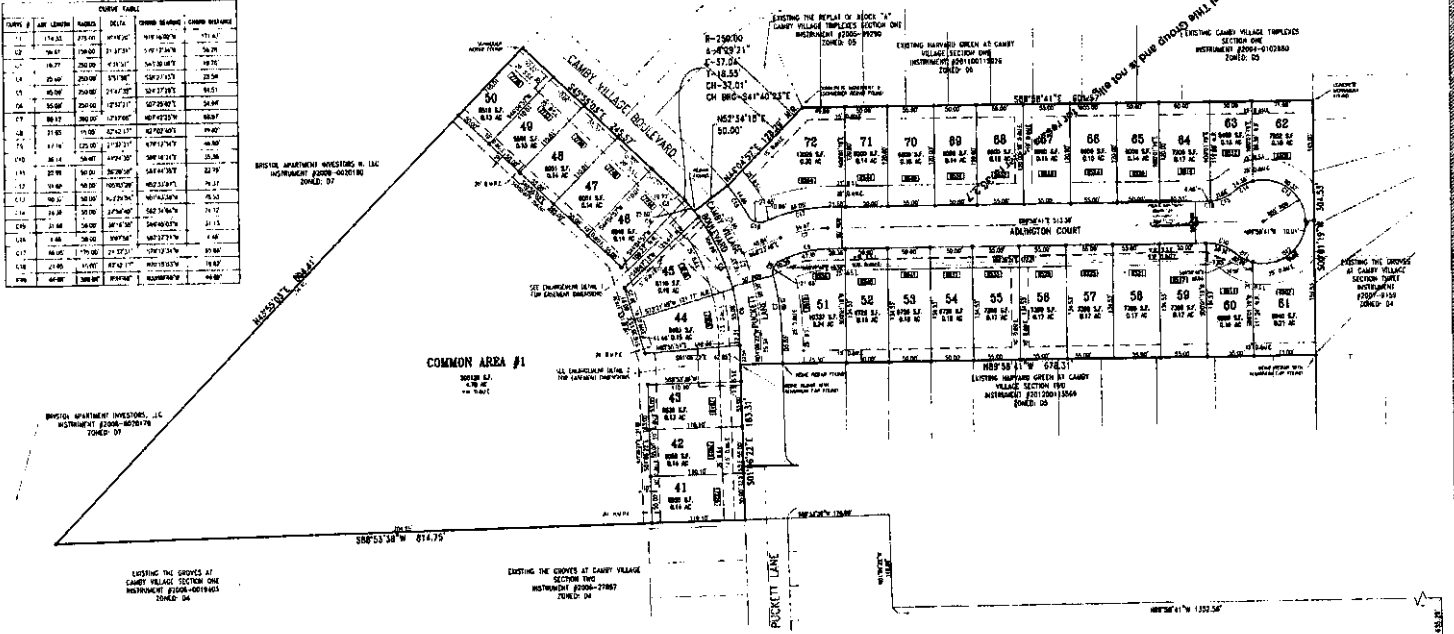
088815 0181 3 4 0 26
 0181 3 4 0 26
 0181 3 4 0 26



LEGEND
 SHADY GRAY: UNIMPROVED GRAVEL PAVED DRIVEWAY
 WHITE: UNIMPROVED PAVEMENT EXPOSED
 DASHED: UNIMPROVED DRIVEWAY
 DOTTED: UNIMPROVED DRIVEWAY
 SOLID: UNIMPROVED DRIVEWAY
 DASHED: UNIMPROVED DRIVEWAY
 DOTTED: UNIMPROVED DRIVEWAY
 SOLID: UNIMPROVED DRIVEWAY

NOTES
 1. SEE SHEET 088814 FOR SECTION TWO
 2. SEE SHEET 088816 FOR SECTION FOUR
 3. SEE SHEET 088817 FOR SECTION FIVE
 4. SEE SHEET 088818 FOR SECTION SIX
 5. SEE SHEET 088819 FOR SECTION SEVEN
 6. SEE SHEET 088820 FOR SECTION EIGHT
 7. SEE SHEET 088821 FOR SECTION NINE
 8. SEE SHEET 088822 FOR SECTION TEN
 9. SEE SHEET 088823 FOR SECTION ELEVEN
 10. SEE SHEET 088824 FOR SECTION TWELVE

LINE #	LINE LENGTH	BEARING	AREA	PERCENTAGE
1	174.32	S71°02'W	1016.82	1.147
2	30.87	S70°00'W	1017.24	1.147
3	18.77	S20°00'W	118.51	1.341
4	22.80	S20°00'W	131.78	1.498
5	22.80	S20°00'W	131.78	1.498
6	22.80	S20°00'W	131.78	1.498
7	22.80	S20°00'W	131.78	1.498
8	22.80	S20°00'W	131.78	1.498
9	22.80	S20°00'W	131.78	1.498
10	22.80	S20°00'W	131.78	1.498
11	22.80	S20°00'W	131.78	1.498
12	22.80	S20°00'W	131.78	1.498
13	22.80	S20°00'W	131.78	1.498
14	22.80	S20°00'W	131.78	1.498
15	22.80	S20°00'W	131.78	1.498
16	22.80	S20°00'W	131.78	1.498
17	22.80	S20°00'W	131.78	1.498
18	22.80	S20°00'W	131.78	1.498
19	22.80	S20°00'W	131.78	1.498
20	22.80	S20°00'W	131.78	1.498
21	22.80	S20°00'W	131.78	1.498
22	22.80	S20°00'W	131.78	1.498
23	22.80	S20°00'W	131.78	1.498
24	22.80	S20°00'W	131.78	1.498
25	22.80	S20°00'W	131.78	1.498
26	22.80	S20°00'W	131.78	1.498
27	22.80	S20°00'W	131.78	1.498
28	22.80	S20°00'W	131.78	1.498
29	22.80	S20°00'W	131.78	1.498
30	22.80	S20°00'W	131.78	1.498
31	22.80	S20°00'W	131.78	1.498
32	22.80	S20°00'W	131.78	1.498
33	22.80	S20°00'W	131.78	1.498
34	22.80	S20°00'W	131.78	1.498
35	22.80	S20°00'W	131.78	1.498
36	22.80	S20°00'W	131.78	1.498
37	22.80	S20°00'W	131.78	1.498
38	22.80	S20°00'W	131.78	1.498
39	22.80	S20°00'W	131.78	1.498
40	22.80	S20°00'W	131.78	1.498
41	22.80	S20°00'W	131.78	1.498
42	22.80	S20°00'W	131.78	1.498
43	22.80	S20°00'W	131.78	1.498
44	22.80	S20°00'W	131.78	1.498
45	22.80	S20°00'W	131.78	1.498
46	22.80	S20°00'W	131.78	1.498
47	22.80	S20°00'W	131.78	1.498
48	22.80	S20°00'W	131.78	1.498
49	22.80	S20°00'W	131.78	1.498
50	22.80	S20°00'W	131.78	1.498



PREPARED FOR:
 CAMBY VILLAGE LLC
 6925 EAST 96TH STREET
 SUITE 300
 INDIANAPOLIS, IN 46260
 CONTACT PERSON: TIM STEVENS

PREPARED BY:
 WRIHE ENGINEERS, INC.
 10605 N. COLLINGS AVENUE
 INDIANAPOLIS, IN 46280
 (317) 848-8811
 CONTACT PERSON: BRADY KUHN

A201400044507

05/20/2014 4:08 PM

JULIE L. VOORHIES
MARION COUNTY IN RECORDER

FEE: \$ 26.00

PAGES: 1

By: BBB

\$ 20

Pages 1

PLAT

Subdivision/HR

Harvard Green @ Camby Village

Legal Description

Sec 4
SE 16-14N-2R 5.694 Ac
Lots 73-102

Owner

Camby Village

Cross Reference

03-107123

11-115925

02-23788

02-232790

02-232792

02-232794

Declaration

Other

Township

CONTACT PERSON

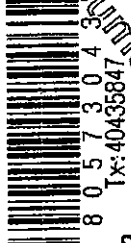
Tim Stevens

PHONE NUMBER

849-0452

EMAIL ADDRESS

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06/18/2015 11:26 AM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

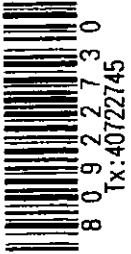
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FEE: \$ 20.00

PAGES: 1

By: DW

Pages 1



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PLAT

Subdivision HPR

Harvard Green at Camby Village

Sec. 5 Final Plat

Legal Description

Pt SE 1/4 of S16 T14 R 2

Owner

Bevo LLC

Cross Reference

2003-107123

2011-115925

DMD/VOID STAMP

LAND SURVEYOR

TOWNSHIP

Decatur

AUDITOR

NOTARY

Declaration _____

Other _____

Township

Decatur

CONTACT PERSON

RIK ELLIS

PHONE NUMBER

846-6611

EMAIL ADDRESS _____



A201500070647

07/21/2015 10:46 AM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

FEE: \$ 25.00
Pages PAGES: 2
~~8/20~~

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PLAT

Subdivision/HPR Harvard Green at Camby Village

Sec. 6 Final Plat

Legal Description Pt of EH S16 T14 R2ea.

Owner Bero LLC

Cross Reference	DMD/VOID STAMP	<input checked="" type="checkbox"/>
<u>A2003-107123</u>	LAND SURVEYOR	<input checked="" type="checkbox"/>
<u>A2011-115925</u>	TOWNSHIP	<input checked="" type="checkbox"/>
	AUDITOR	<input checked="" type="checkbox"/>
	NOTARY	<input checked="" type="checkbox"/>

Declaration _____

Other _____

Township Decatur

CONTACT PERSON RICK ELLIS
 PHONE NUMBER 317-846-6611
 EMAIL ADDRESS ELLIS R @ WEIHE.NET

EW

HARVARD GREEN AT CAMBY VILLAGE, SECTION SIX FINAL PLAT

- NOTES:**
1. Measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 2. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 3. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 4. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 5. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 6. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 7. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 8. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 9. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.
 10. All measurements are given in feet and inches, rounded to the nearest 1/4 inch.

Address:
 6626 East 75th Street, Ste 400
 Indianapolis, IN 46250
 Phone: (317) 842-1875
 Contact Person: Lantz Agejroy

LAND DESCRIPTION

A part of the lot 100 of Section 16, Township 15 North, Range 12 East of the 6th Principal Meridian, Marion County, Indiana, containing 1.12 acres, more or less, as shown on the plat hereunto annexed, and being more particularly described as follows:

Containing the land described in the Subdivision of Lot 100 of Section 16, Township 15 North, Range 12 East of the 6th Principal Meridian, Marion County, Indiana, as shown on the plat hereunto annexed, and being more particularly described as follows:

1.12 acres, more or less, as shown on the plat hereunto annexed, and being more particularly described as follows:

1.12 acres, more or less, as shown on the plat hereunto annexed, and being more particularly described as follows:

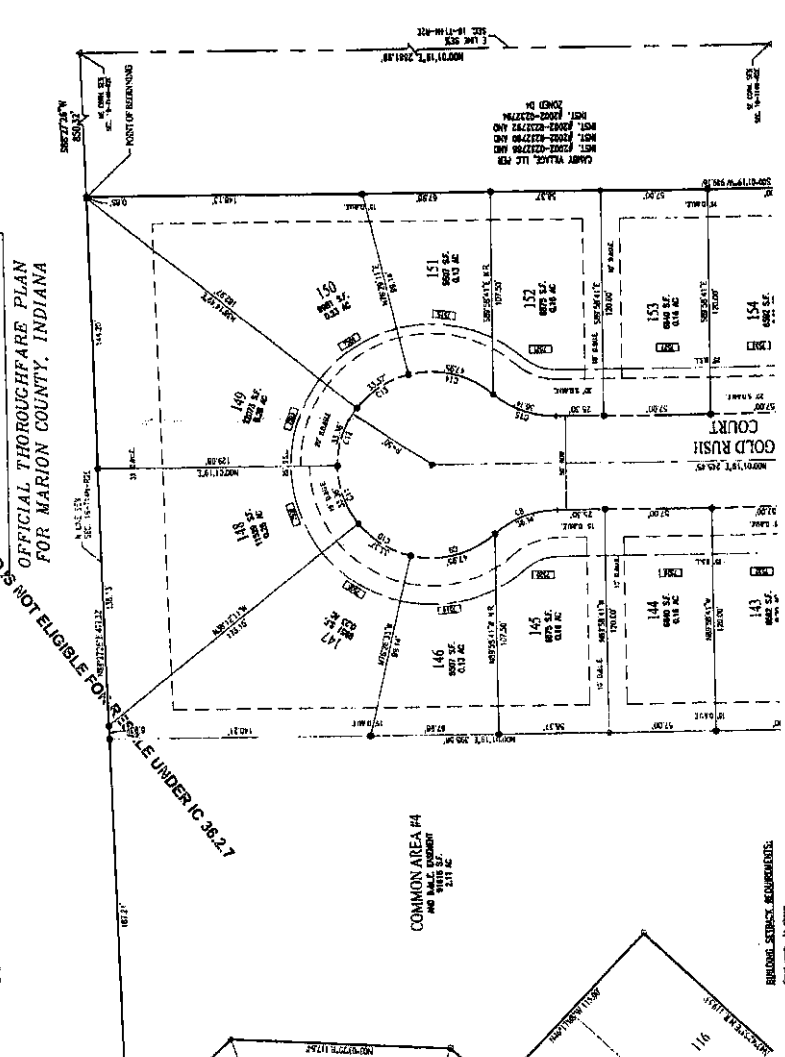
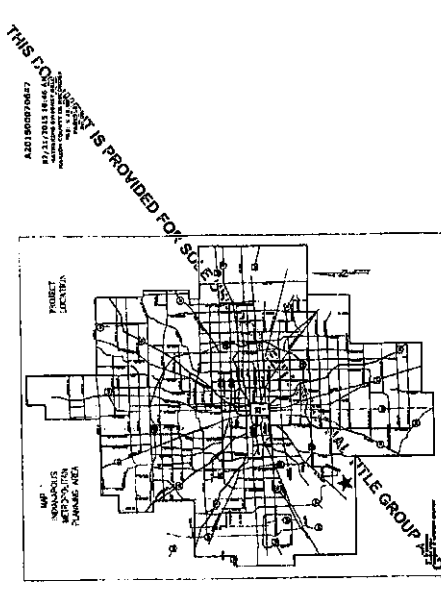
1.12 acres, more or less, as shown on the plat hereunto annexed, and being more particularly described as follows:

REVIEWED AND APPROVED
 MARION COUNTY ASSESSOR
 JUL 21 2015
 C.L. BOWMAN
 MARION COUNTY ASSESSOR

RECEIVED
 MARION COUNTY CLERK
 JUL 21 2015
 MARION COUNTY CLERK

This instrument prepared for:
BEVO, LLC
 6626 EAST 75TH STREET, STE 400
 INDIANAPOLIS, IN 46250
 PHONE: (317) 842-1875
 CONTACT PERSON: LANTZ AGEJROY

This instrument prepared by: **WEIHE ENGINEERS**
 10385 N. College Avenue
 Indianapolis, Indiana 46250
 Phone: (317) 846-6611
 Fax: (317) 843-0545
 www.weihe.com



ADDITIONAL INFORMATION:

THIS DOCUMENT IS PROVIDED FOR REVIEW ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

DATE: MAY 18, 2015

REVISIONS:

NO.	DATE	DESCRIPTION
1	5/18/15	ISSUED FOR REVIEW
2	5/21/15	REVISIONS TO LOT SIZES
3	5/21/15	REVISIONS TO STREET WIDTHS
4	5/21/15	REVISIONS TO COMMON AREA
5	5/21/15	REVISIONS TO LOT 151
6	5/21/15	REVISIONS TO LOT 152
7	5/21/15	REVISIONS TO LOT 153
8	5/21/15	REVISIONS TO LOT 154

LEGAL NOTES:

This instrument is subject to the provisions of the Indiana Subdivision Act, Title 36, Chapter 2, Article 7, of the Indiana Code, and the provisions of the Indiana Plat Act, Title 36, Chapter 2, Article 1, of the Indiana Code.

This instrument is subject to the provisions of the Indiana Subdivision Act, Title 36, Chapter 2, Article 7, of the Indiana Code, and the provisions of the Indiana Plat Act, Title 36, Chapter 2, Article 1, of the Indiana Code.

This instrument is subject to the provisions of the Indiana Subdivision Act, Title 36, Chapter 2, Article 7, of the Indiana Code, and the provisions of the Indiana Plat Act, Title 36, Chapter 2, Article 1, of the Indiana Code.

A201600115295

\$ _____

Pages 2

10/17/2016 10:57 AM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

FEE: \$ 25.00
PAGES: 2
By: DW

PLAT

Subdivision/HPR Harvard Green at Camby Village
Sec. 7

Legal Description Part of East Half of S16 T14 R2e

Owner Bevo LLC

Cross Reference	DATE
_____	_____
_____	_____
_____	_____
_____	_____

DMD/VOID STAMP

LAND SURVEYOR

TOWNSHIP

ASSESSOR

NOTARY

✓
✓
✓
✓
✓

Declaration _____

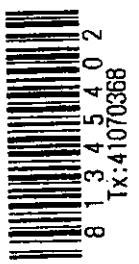
Other _____

Township ~~Deer~~ Decatur

CONTACT PERSON Todd Schacter

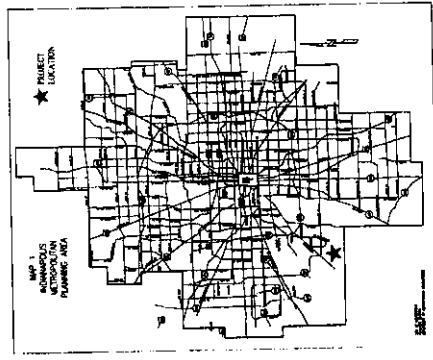
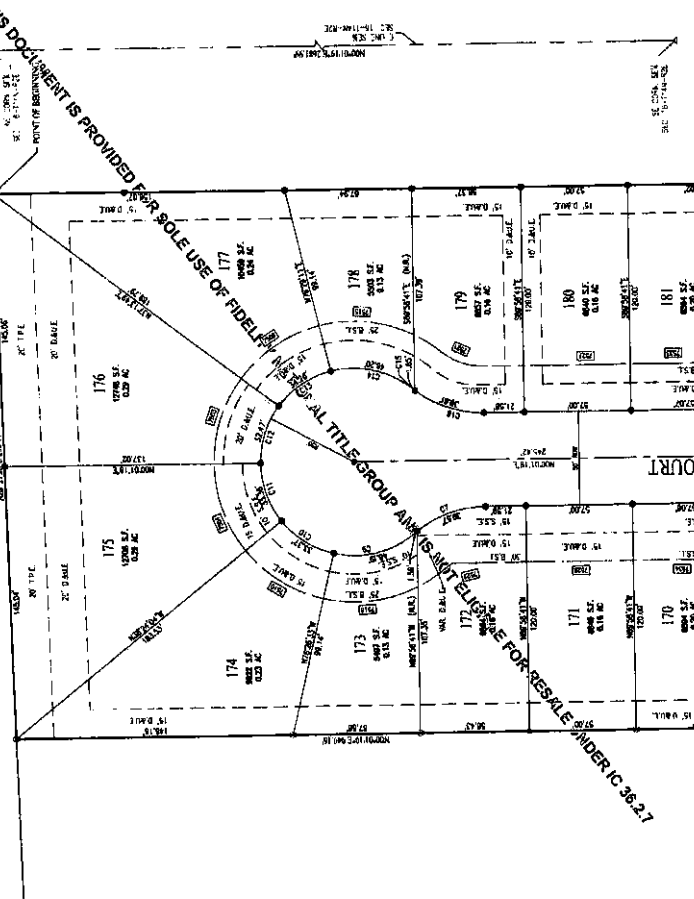
PHONE NUMBER 317-379-4917

EMAIL ADDRESS ToddS@ArborhomesLLC.com

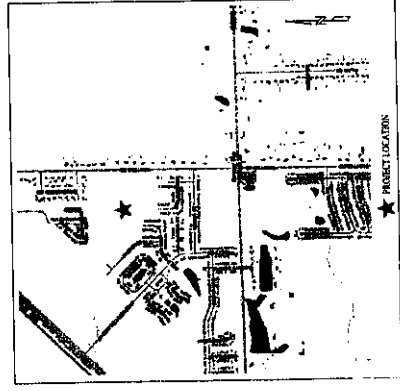


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FINAL PLAT
HARVARD GREEN AT CAMBY VILLAGE,
SECTION SEVEN
A SUBDIVISION IN INDIANAPOLIS, INDIANA
SEC. 16T-14N-R2E



OFFICIAL THOROUGHFARE PLAN FOR MARION COUNTY, INDIANA



- LEGEND**
- CL CONDUIT ENCUMBRANCE
 - DAIRY DRAINAGE AND UTILITY EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - TRE TREE PRESERVATION EASEMENT
 - B.S.L. BUILDING SETBACK LINE
 - R.O.W. RIGHT-OF-WAY
 - N.R. NON-ROAD
 - M.R. MARSH
 - STREET ADDRESS
- C/1. 5/4" TIE INS WITH 3/4" NAIL PLATE FOUND 7/10/10
- 2/4" ALUMINUM PIN WITH 1/4" NAIL SET AT THE POINT OF CORNER
- CONCRETE MONUMENT TO BE SET
- CONSTRUCTION PLANS SHALL FOR A 10' WIDE STRIP TO BE SET

LAND DESCRIPTION

A part of the East Half of Section 16, Township 14 North, Range 2 East of the Second Principal Meridian, located in Marion County, Indiana (hereinafter "County").

Lot 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

David September 30, 2016

SEAL

Professional Engineer No. 45378

Joseph T. H.

Professional Engineer No. 27800

STATE OF INDIANA

This instrument prepared by: **BEVO, LLC**
 6626 EAST 75TH STREET, STE. 400
 INDIANAPOLIS, IN 46250
 PHONE: (317) 842-1875
 CONTACT PERSON: CURTIS A. RECTOR, MEMBER

This instrument prepared by: **WEIHE ENGINEERS**
 18046 N. College Avenue
 Indianapolis, Indiana 46230
 white et
 317.846.4611
 800.432.6498
 317.843.0346/fax
 ALLEN W. WEIHE, P.E., REGISTERED
 LANDSCAPE ARCHITECT

FINAL PLAT
HARVARD GREEN AT CAMBY VILLAGE,
SECTION SEVEN
A SUBDIVISION IN INDIANAPOLIS, INDIANA
SEC. 16T-14N-R2E

PROPERTY OWNER:
BEVO, LLC
 6626 EAST 75TH STREET, STE. 400
 INDIANAPOLIS, IN 46250
 PHONE: (317) 842-1875
 CONTACT PERSON: CURTIS A. RECTOR, MEMBER

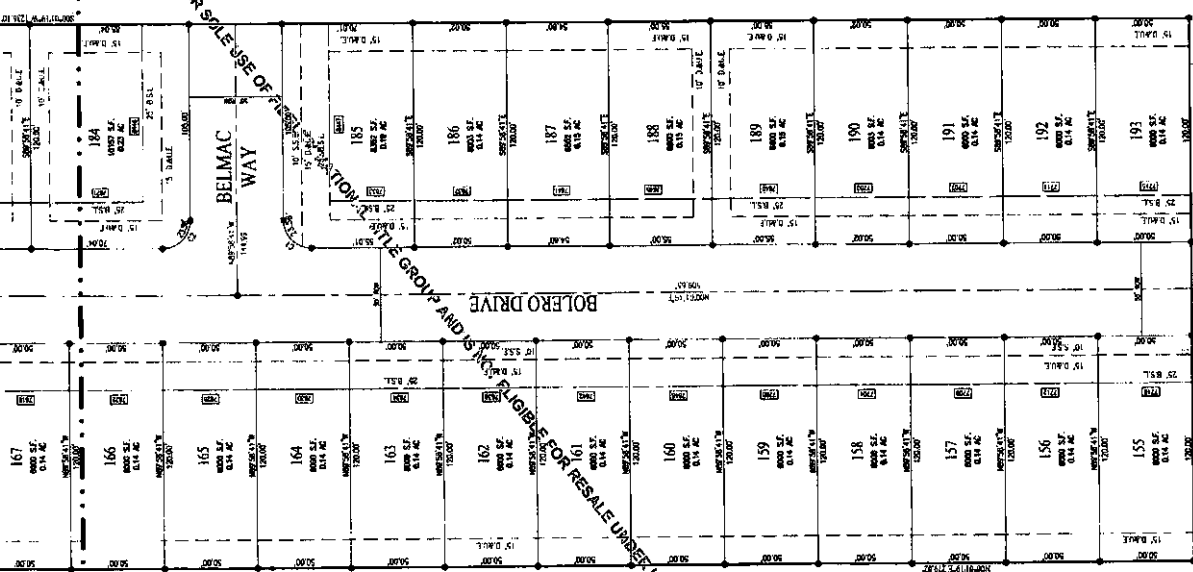
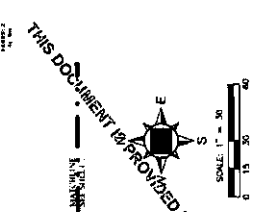
This instrument prepared by:
WEIHE ENGINEERS
 18046 N. College Avenue
 Indianapolis, Indiana 46230
 white et
 317.846.4611
 800.432.6498
 317.843.0346/fax
 ALLEN W. WEIHE, P.E., REGISTERED
 LANDSCAPE ARCHITECT

DATE: 09/30/16

SCALE: 1" = 30'

SHEET 1 OF 2

THIS DOCUMENT IS PROVIDED FOR SALE USE OF PRESERVATION... FOR RESALE UNDER IC 36-2.7



FINAL PLAT
HARVARD GREEN AT CAMBY VILLAGE,
SECTION SEVEN
A SUBDIVISION IN INDIANAPOLIS, INDIANA
SEC. 16T-14N-R2E

- LEGEND**
- D.E. DRIVEWAY WITH VEHICLE PLACES
 - D.B. DRIVEWAY TO BE SET
 - D.C. DRIVEWAY TO BE SET
 - D.F. DRIVEWAY TO BE SET
 - D.G. DRIVEWAY TO BE SET
 - D.H. DRIVEWAY TO BE SET
 - D.I. DRIVEWAY TO BE SET
 - D.J. DRIVEWAY TO BE SET
 - D.K. DRIVEWAY TO BE SET
 - D.L. DRIVEWAY TO BE SET
 - D.M. DRIVEWAY TO BE SET
 - D.N. DRIVEWAY TO BE SET
 - D.O. DRIVEWAY TO BE SET
 - D.P. DRIVEWAY TO BE SET
 - D.Q. DRIVEWAY TO BE SET
 - D.R. DRIVEWAY TO BE SET
 - D.S. DRIVEWAY TO BE SET
 - D.T. DRIVEWAY TO BE SET
 - D.U. DRIVEWAY TO BE SET
 - D.V. DRIVEWAY TO BE SET
 - D.W. DRIVEWAY TO BE SET
 - D.X. DRIVEWAY TO BE SET
 - D.Y. DRIVEWAY TO BE SET
 - D.Z. DRIVEWAY TO BE SET

CURTAIN	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
C1	25.00	15.00	15.00	15.00	15.00
C2	25.00	15.00	15.00	15.00	15.00
C3	25.00	15.00	15.00	15.00	15.00
C4	25.00	15.00	15.00	15.00	15.00
C5	25.00	15.00	15.00	15.00	15.00
C6	25.00	15.00	15.00	15.00	15.00
C7	25.00	15.00	15.00	15.00	15.00
C8	25.00	15.00	15.00	15.00	15.00
C9	25.00	15.00	15.00	15.00	15.00
C10	25.00	15.00	15.00	15.00	15.00
C11	25.00	15.00	15.00	15.00	15.00
C12	25.00	15.00	15.00	15.00	15.00
C13	25.00	15.00	15.00	15.00	15.00
C14	25.00	15.00	15.00	15.00	15.00
C15	25.00	15.00	15.00	15.00	15.00
C16	25.00	15.00	15.00	15.00	15.00
C17	25.00	15.00	15.00	15.00	15.00
C18	25.00	15.00	15.00	15.00	15.00
C19	25.00	15.00	15.00	15.00	15.00
C20	25.00	15.00	15.00	15.00	15.00

SECOND OWNER: BEVO, LLC
 19005 N. College Avenue
 Indianapolis, Indiana 46280
 317-445-6411
 317-445-6408
 317-445-0748 Fax
 BEVO, LLC
 6626 EAST 75TH STREET, STE 400
 INDIANAPOLIS, IN 46250
 PHONE: (317) 842-1875
 CONTACT PERSON: CURTIS A. RECTOR, MEMBER

WEIHE ENGINEERS
 Land Surveying | Civil Engineering
 Landscape Architecture
 1505 N. College Avenue
 Indianapolis, Indiana 46280
 317-445-6411
 317-445-6408
 317-445-0748 Fax

RECORDING INFORMATION
 SHEET 2 OF 2

CONVEYANCE
 This instrument conveys to the second owner, BEVO, LLC, the fee simple interest in the land described herein, together with all rights and appurtenances thereto in any way by law in anywise connected therewith, and the same to be held by the second owner, BEVO, LLC, for the use and enjoyment of the second owner, BEVO, LLC, and its successors and assigns forever.

WARRANTY
 The grantor warrants to the grantee that the land described herein is his or her own, and that he or she has the right to convey the same, and that the same is free from all liens, claims, and encumbrances, except as may be shown on the plat hereto attached, and that the same is being conveyed to the grantee for the use and enjoyment of the grantee and its successors and assigns forever.

STATE OF INDIANA
 COUNTY OF HARRIS
 I, **Thomas K. Hengeman**, being duly qualified as a Notary Public in and for said County and State, personally appeared **Bevo, LLC**, known to me to be the person or persons whose name or names are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of said County and State, this **20th** day of **October**, 2016.

Notary Public
 My Commission Expires: **December 31, 2019**

BEVO, LLC
 6626 EAST 75TH STREET, STE 400
 INDIANAPOLIS, IN 46250
 PHONE: (317) 842-1875
 CONTACT PERSON: CURTIS A. RECTOR, MEMBER

Property Owner:
BEVO, LLC
 6626 EAST 75TH STREET, STE 400
 INDIANAPOLIS, IN 46250
 PHONE: (317) 842-1875
 CONTACT PERSON: LARRY McLEROY

This instrument prepared by: **ROBERT TEAN**
WEIHE ENGINEERS
 Land Surveying | Civil Engineering
 Landscape Architecture
 1505 N. College Avenue
 Indianapolis, Indiana 46280
 317-445-6411
 317-445-6408
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