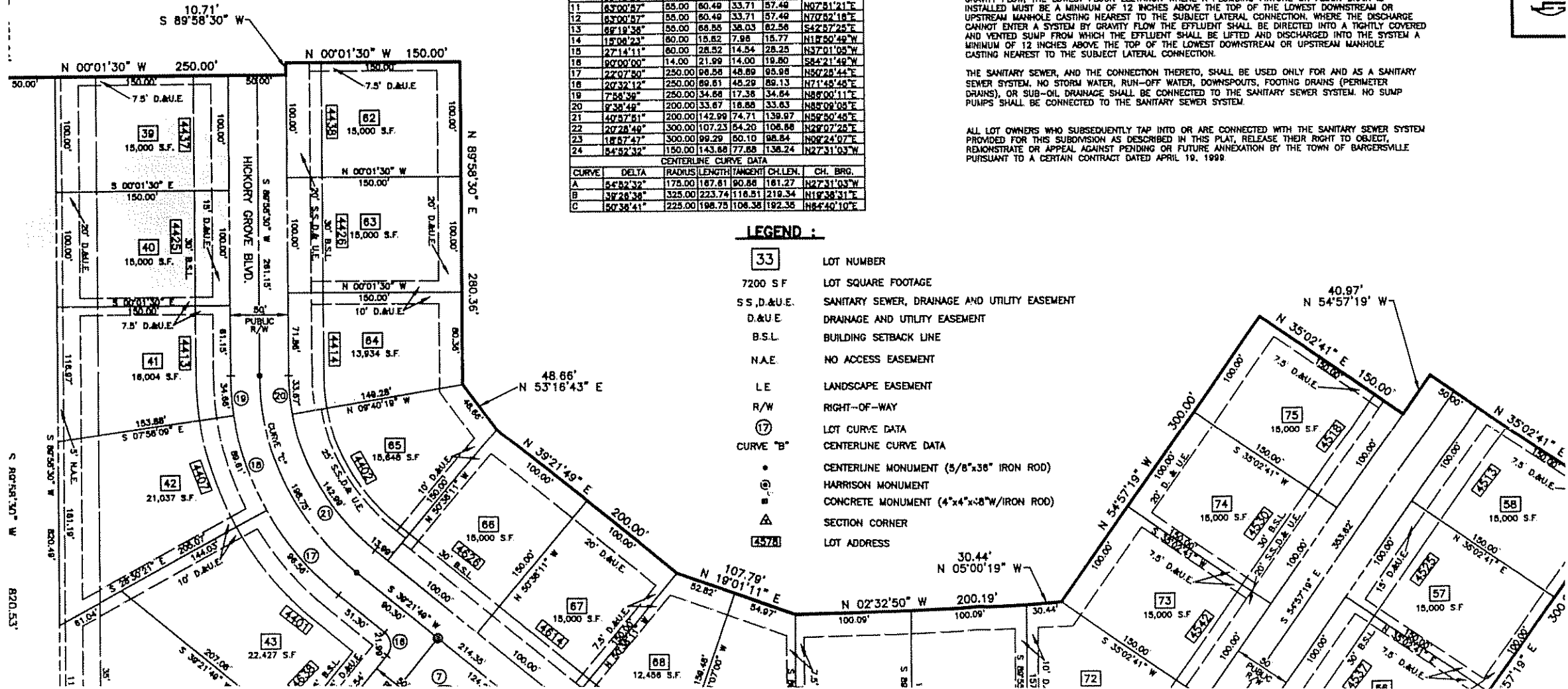


HICKORY RIDGE VILLAGE - SECTION TWO AT HICKORY STICK CROSSING WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

SW. COR SE 1/4
SEC. 22-T13N-R3E

HICKORY RIDGE VILLAGE
SECTION ONE AT
HICKORY STICK CROSSING
PLAT BOOK "D", PAGE 300 A&B



LOT CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH. LEN.	CH. BRG.
1	11°59'28"	200.00	41.33	20.74	41.28	N49°02'05"W
2	24°57'01"	200.00	87.09	44.25	88.41	N30°38'20"W
3	18°04'03"	200.00	83.13	31.83	82.88	N09°07'18"W
4	18°09'48"	350.00	92.82	48.58	92.35	N07°30'05"E
5	18°08'28"	350.00	92.49	48.52	92.22	N22°39'11"E
6	9°08'28"	350.00	55.54	27.98	55.78	N34°47'37"E
7	89°00'00"	14.00	21.99	14.00	19.80	S05°38'11"E
8	27°14'11"	80.00	28.52	14.54	28.25	S44°15'18"E
9	18°08'23"	80.00	18.82	7.98	18.77	S85°28'33"E
10	89°18'38"	85.00	68.55	38.03	82.86	N58°18'56"W
11	83°00'57"	85.00	60.49	33.71	57.49	N07°01'21"E
12	83°00'57"	85.00	60.49	33.71	57.49	N79°02'18"E
13	88°18'38"	85.00	68.55	38.03	82.56	S42°27'25"E
14	18°04'23"	80.00	18.82	7.98	18.77	N18°50'49"W
15	27°14'11"	80.00	28.52	14.54	28.25	N37°01'05"W
16	89°00'00"	14.00	21.99	14.00	19.80	S84°21'49"W
17	22°07'30"	250.00	98.58	48.69	95.98	N50°28'44"E
18	20°32'12"	250.00	89.61	48.29	89.13	N71°45'48"E
19	7°58'38"	250.00	34.68	17.38	34.64	N85°00'11"E
20	9°38'48"	200.00	33.67	18.88	33.63	N85°09'04"E
21	49°37'51"	200.00	142.89	74.71	139.87	N89°30'48"E
22	20°28'49"	300.00	107.23	54.20	106.88	N49°07'28"E
23	18°57'47"	300.00	99.29	50.10	98.84	N69°24'07"E
24	84°52'32"	150.00	143.88	77.88	138.24	N27°31'03"W

CENTERLINE CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH. LEN.	CH. BRG.
A	54°52'32"	175.00	187.81	90.88	181.27	N27°31'03"W
B	38°28'38"	325.00	223.74	116.51	219.34	N19°38'31"E
C	50°38'41"	225.00	198.75	106.38	192.35	N44°40'10"E

PLAT COVENANTS

THE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "SANITARY SEWER, DRAINAGE, AND UTILITY EASEMENT" (SS, D & U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES AND THE DRAINAGE FACILITIES. SAID STRIPS ARE ALSO RESERVED FOR THE TOWN OF BARGERSVILLE FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER MAINS AND APPURTENANCES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

WHERE SANITARY DISCHARGE CAN ENTER INTO A PUBLIC OR PRIVATE SANITARY SEWER SYSTEM BY GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION, WHERE THE DISCHARGE CANNOT ENTER A SYSTEM BY GRAVITY FLOW THE EFFLUENT SHALL BE DIRECTED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE EFFLUENT SHALL BE LIFTED AND DISCHARGED INTO THE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.

THE SANITARY SEWER, AND THE CONNECTION THERETO, SHALL BE USED ONLY FOR AND AS A SANITARY SEWER SYSTEM. NO STORM WATER, RUN-OFF WATER, DOWNSPOUTS, FOOTING DRAINS (PERIMETER DRAINS), OR SUB-OIL DRAINAGE SHALL BE CONNECTED TO THE SANITARY SEWER SYSTEM. NO SUMP PUMPS SHALL BE CONNECTED TO THE SANITARY SEWER SYSTEM.

ALL LOT OWNERS WHO SUBSEQUENTLY TAP INTO OR ARE CONNECTED WITH THE SANITARY SEWER SYSTEM PROVIDED FOR THIS SUBDIVISION AS DESCRIBED IN THIS PLAT, RELEASE THEIR RIGHT TO OBJECT, REINSTATE OR APPEAL AGAINST PENDING OR FUTURE ANNEXATION BY THE TOWN OF BARGERSVILLE PURSUANT TO A CERTAIN CONTRACT DATED APRIL 19, 1999.

LEGEND :

- 33 LOT NUMBER
- 7200 S.F. LOT SQUARE FOOTAGE
- S.S., D.&U.E. SANITARY SEWER, DRAINAGE AND UTILITY EASEMENT
- D.&U.E. DRAINAGE AND UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- N.A.E. NO ACCESS EASEMENT
- LE. LANDSCAPE EASEMENT
- R/W. RIGHT-OF-WAY
- ①⑦ LOT CURVE DATA
- ①⑦ CURVE "B" CENTERLINE CURVE DATA
- CENTERLINE MONUMENT (5/8"x3/8" IRON ROD)
- HARRISON MONUMENT
- CONCRETE MONUMENT (4"x4"x8"W/IRON ROD)
- △ SECTION CORNER
- 4578 LOT ADDRESS



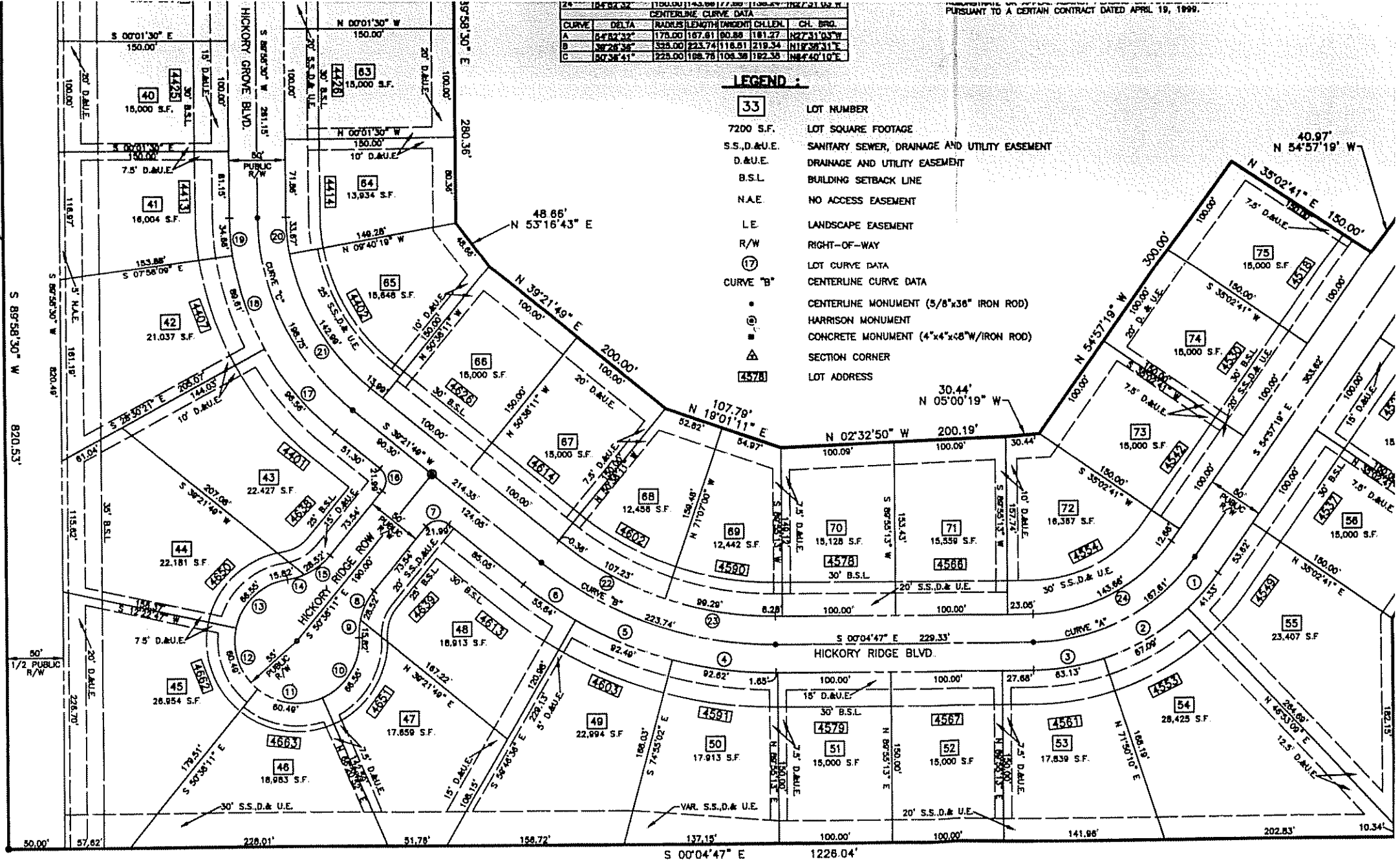
PURSUANT TO A CERTAIN CONTRACT DATED APRIL 19, 1999.

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BRG.
A	44°24'32"	178.00	167.81	90.86	1181.27
B	39°28'38"	558.00	223.74	118.61	219.54
C	87°38'41"	228.00	188.78	104.39	182.35

LEGEND :

- 33** LOT NUMBER
- 7200 S.F. LOT SQUARE FOOTAGE
- S.S.,D.&U.E. SANITARY SEWER, DRAINAGE AND UTILITY EASEMENT
- D.&U.E. DRAINAGE AND UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- N.A.E. NO ACCESS EASEMENT
- LE LANDSCAPE EASEMENT
- R/W RIGHT-OF-WAY
- (17) LOT CURVE DATA
- CURVE "B" CENTERLINE CURVE DATA
- CENTERLINE MONUMENT (5/8"x36" IRON ROD)
- ⊙ HARRISON MONUMENT
- ◻ CONCRETE MONUMENT (4"x4"x8" W/IRON ROD)
- △ SECTION CORNER
- 4578 LOT ADDRESS

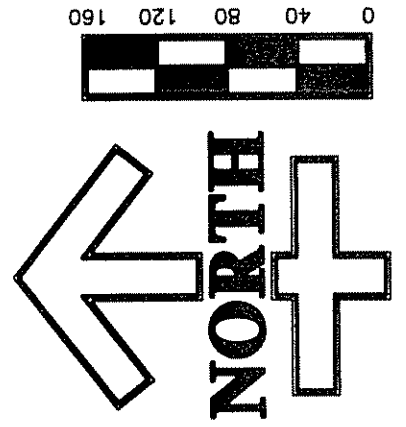
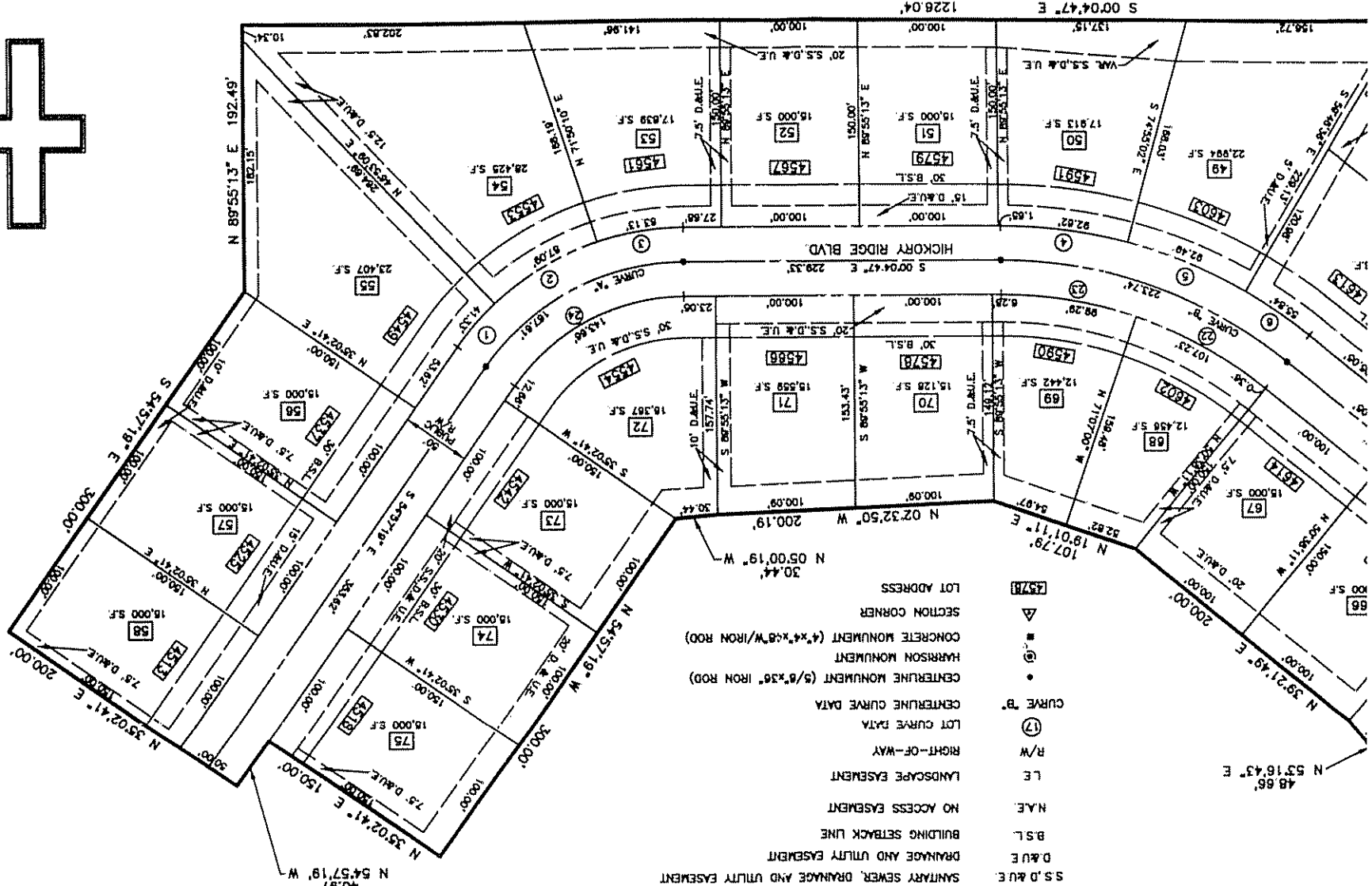
SOUTH LINE SE 1/4
WHITELAND ROAD (CO. RD. 500 N.)



CH. BRG.	DELTA	BLVD	LENGTH	TANGENT	CH. LEN.
A	4572.32'	178.00'	187.81'	90.86'	127.31' @ 2° W
B	3726.36'	223.74'	118.81'	218.34'	
C	5038.41'	225.00'	198.78'	108.38'	182.35' @ 40.10° E

LEGEND:

- 33 LOT NUMBER
- 7200 S.F. LOT SQUARE FOOTAGE
- S.S.D. & U.E. SANITARY SEWER, DRAINAGE AND UTILITY EASEMENT
- D.&U.E. DRAINAGE AND UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- N.A.E. NO ACCESS EASEMENT
- LE LANDSCAPE EASEMENT
- R/W RIGHT-OF-WAY
- (17) LOT CURVE DATA
- CURVE 'B' CURVE DATA
- CENTERLINE MONUMENT (5/8"x36" IRON ROD)
- ⊙ HARRISON MONUMENT
- ⊙ CONCRETE MONUMENT (4"x4"x8"W/IRON ROD)
- △ SECTION CORNER
- 4578 LOT ADDRESS

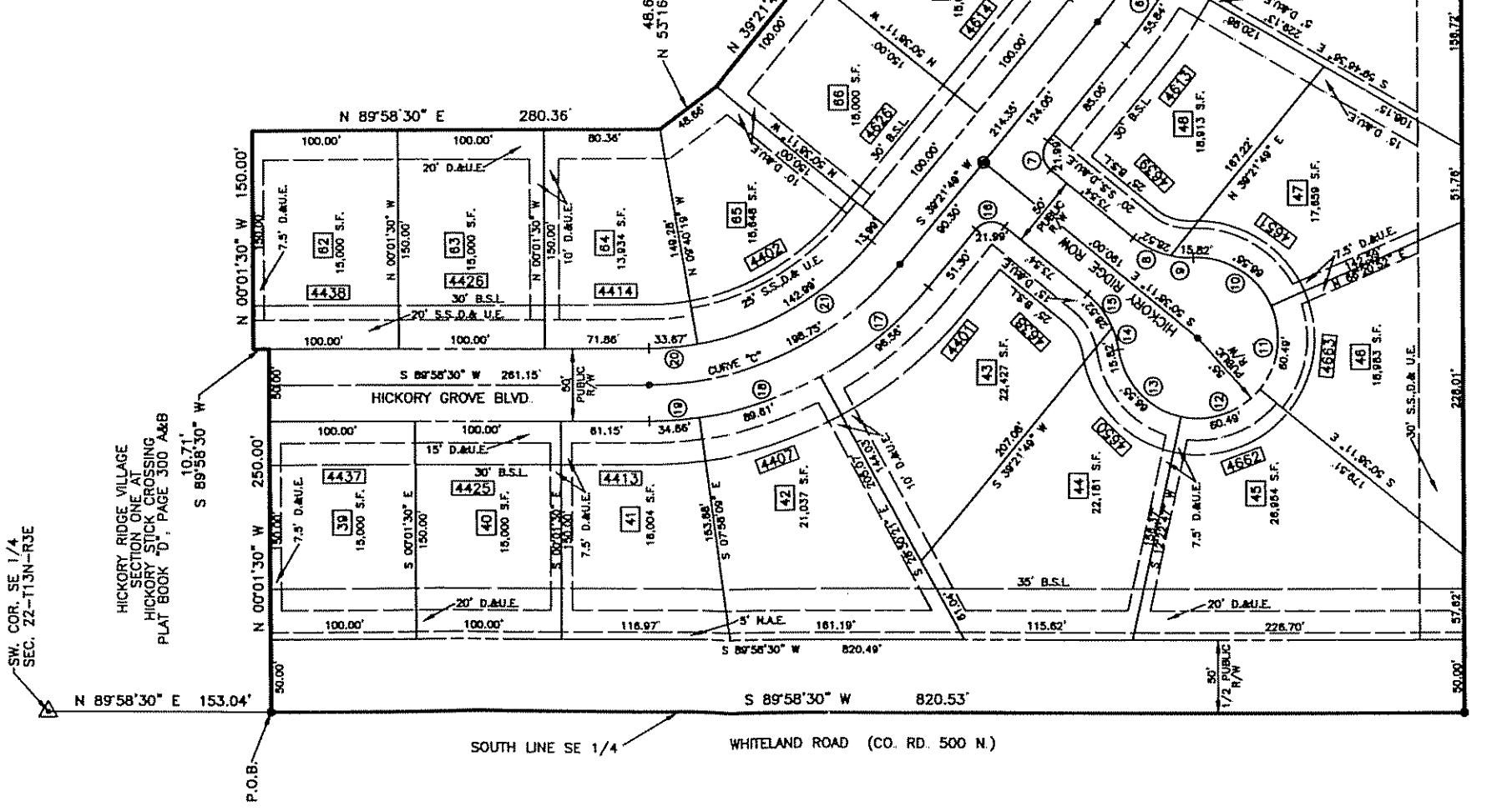


WHITE RIVER TOWNSHIP, JOHNS

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BRG.	
1	11°50'24"	200.00	41.33	20.74	47.28	N49°02'08"W
2	24°57'01"	200.00	87.09	44.28	88.61	S52°38'20"W
3	18°05'03"	200.00	63.13	31.63	62.88	S56°07'19"W
4	15°09'45"	350.00	92.82	46.88	92.35	S67°30'08"E
5	15°08'28"	350.00	92.48	46.82	92.22	S67°38'11"E
6	2°08'28"	350.00	65.84	27.98	65.78	S47°47'37"E
7	9°02'00"	14.00	21.89	14.00	19.80	S60°38'11"E
8	27°14'11"	80.00	28.02	14.54	28.25	S43°15'18"E
9	15°08'23"	80.00	18.82	7.86	18.77	S45°28'33"E
10	9°19'38"	55.00	68.55	38.03	62.98	N48°18'58"W
11	53°00'21"	55.00	60.49	33.71	57.48	N47°21'21"E
12	53°00'57"	55.00	60.49	33.71	57.48	N47°02'10"E
13	9°19'38"	55.00	68.55	38.03	62.95	S42°02'28"E
14	15°08'23"	80.00	18.82	7.86	18.77	N15°01'05"W
15	27°14'11"	80.00	28.02	14.54	28.25	N37°01'05"W
16	22°07'50"	250.00	98.85	48.89	85.94	S42°14'49"W
17	22°07'50"	250.00	98.81	48.20	85.13	N57°24'44"E
18	22°32'12"	250.00	103.07	51.28	84.64	N71°52'45"E
19	7°58'38"	250.00	131.97	66.88	131.63	N65°09'09"E
20	7°58'38"	200.00	142.99	74.71	139.87	N48°59'43"E
21	57°57'61"	200.00	107.23	84.20	109.86	N47°07'40"E
22	20°28'49"	300.00	99.29	50.10	96.94	N67°24'07"E
23	18°57'47"	150.00	143.66	77.80	138.24	N47°31'03"W
24	54°52'33"	150.00	143.66	77.80	138.24	N47°31'03"W

LEGEND :

	LOT NUMBER
	LOT SQUARE FT
	S.S., D.&U.E.
	D.&U.E.
	B.S.L.
	N.A.E.
	L.E.
	R/W
	CURVE "A"
	CURVE "B"
	CURVE "C"
	CURVE "D"
	CURVE "E"
	CURVE "F"
	CURVE "G"
	CURVE "H"
	CURVE "I"
	CURVE "J"
	CURVE "K"
	CURVE "L"
	CURVE "M"
	CURVE "N"
	CURVE "O"
	CURVE "P"
	CURVE "Q"
	CURVE "R"
	CURVE "S"
	CURVE "T"
	CURVE "U"
	CURVE "V"
	CURVE "W"
	CURVE "X"
	CURVE "Y"
	CURVE "Z"



THIS PLAT PREPARED BY GREENWOOD SURVEYING, INC., D.B.A. PROJECTS

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

STATE OF INDIANA, COUNTY OF JOHNSON, TOWNSHIP OF WHITE RIVER, SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

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SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

SECTION 22, TOWNSHIP 13 NORTH, RANGE 10 EAST, MERIDIAN 11 WEST, PLAT 300 A & B OF HICKORY RIDGE VILLAGE SECTION ONE AT BARGERSVILLE, INDIANA, HIGHWAY DEPARTMENT.

WE, THE UNDERSIGNED, HICKORY STICK DEVELOPMENT, L.L.C. OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED, HEREBY MAKE, PLAT, SUBDIVIDE AND LAYOFF SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THIS CERTIFIED PLAT, AND THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THIS PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, SAID RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS:

1. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS HICKORY RIDGE VILLAGE SECTION TWO AT HICKORY STICK CROSSING, IN JOHNSON COUNTY, INDIANA. ALL STREETS, ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

2. THE STREETS AND RIGHTS OF WAY SHOWN HEREON, SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED TO THE PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE JOHNSON COUNTY, INDIANA, HIGHWAY DEPARTMENT.

3. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1985.

4. DRAINAGE SWALES OR DITCHES ALONG DEDICATED ROADWAYS AND WITHIN RIGHTS OF WAY ARE NOT TO BE ALTERED IN ANY WAY WITHOUT WRITTEN PERMISSION FROM THE JOHNSON COUNTY HIGHWAY DEPARTMENT. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SOODED GRASSWAYS OR OTHER NON-ERODING SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE JOHNSON COUNTY HIGHWAY DEPARTMENT.

5. THE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "SANITARY SEWER, DRAINAGE, AND UTILITY EASEMENT" (SS., D & U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES AND THE DRAINAGE FACILITIES, SAID STRIPS ARE ALSO RESERVED FOR THE TOWN OF BARGERSVILLE FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER MAINS AND APPURTENANCES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

WHERE SANITARY DISCHARGE CAN ENTER INTO A PUBLIC OR PRIVATE SANITARY SEWER SYSTEM BY GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION, WHERE THE DISCHARGE CANNOT ENTER A SYSTEM BY GRAVITY FLOW THE EFFLUENT SHALL BE DIRECTED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE EFFLUENT SHALL BE LIFTED AND DISCHARGED INTO THE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.

THE SANITARY SEWER, AND THE CONNECTION THERETO, SHALL BE USED ONLY FOR AND AS A SANITARY SEWER SYSTEM. NO STORM WATER, RUN-OFF WATER, DOWNSPOUTS, FOOTING DRAINS (PERMETER DRAINS), OR SUB-OIL DRAINAGE SHALL BE CONNECTED TO THE SANITARY SEWER SYSTEM. NO SUMP PUMPS SHALL BE CONNECTED TO THE SANITARY SEWER SYSTEM.

ALL LOT OWNERS WHO SUBSEQUENTLY TAP INTO OR ARE CONNECTED WITH THE SANITARY SEWER SYSTEM PROVIDED FOR THIS SUBDIVISION AS DESCRIBED IN THIS PLAT, RELEASE THEIR RIGHT TO OBJECT, REMONSTRATE OR APPEAL AGAINST PENDING OR FUTURE ANNEXATION BY THE TOWN OF BARGERSVILLE PURSUANT TO A CERTAIN CONTRACT DATED APRIL 19, 1999.

6. THERE ARE STRIPS OF GROUND, AS SHOWN ON THE PLAT, MARKED "LANDSCAPE EASEMENT" (L.E.) WHICH ARE RESERVED AS EASEMENTS FOR USE BY THE HICKORY STICK HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS TO MAINTAIN THE LANDSCAPE AREAS, ISLANDS, DRIVEWAY PAVEMENT AND PROJECT WALLS AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HICKORY RIDGE VILLAGE SECTION ONE SUBDIVISION.

- 7. DEFINITIONS
(A) SIDELINE - MEANS A LOT BOUNDARY THAT EXTENDS FROM THE ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF SAID LOT.
(B) REAR LINE - MEANS THE LOT BOUNDARY LINE THAT IS FARTHEST FROM AND SUBSTANTIALLY PARALLEL TO THE ROAD ON WHICH THE LOT ABUTS, EXCEPT THAT ON CORNER LOTS, IT MAY BE DETERMINED FROM EITHER ABUTTING ROAD.
(C) FRONT YARDS - THE FRONT BUILDING SETBACKS SHALL BE AS SET FORTH UPON THIS PLAT.
(D) CUL-DE-SACS - IF A PARTICULAR LOT ABUTS ON A CUL-DE-SAC, THE FRONT BUILDING SETBACK LINE SHALL BE AS SHOWN ON THE PLAT OF THAT LOT.
(E) SIDE YARDS - THE SIDE YARD SETBACKLINE SHALL NOT BE LESS THAN AN AGGREGATE OF TWENTY (20) FEET, HOWEVER, NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET FROM THE SIDE LINES OF THE LOT.
(F) REAR YARDS - REAR YARD SETBACKS SHALL BE AT LEAST TWENTY (20) FEET FROM THE REAR LOT LINE.

JOHNSON COUNTY, INDIANA

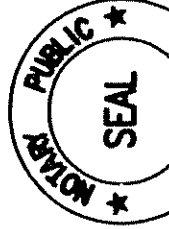
8. NO FENCE WALL, HEDGE, TREE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN 2.5 FEET AND 8 FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET RIGHT OF WAY LINES AND A LINE CONNECTING POINTS 35 FEET FROM THE INTERSECTION OF SAID STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT OF WAY LINES EXTENDED.
9. THE SAME SIGHTLINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET OF THE INTERSECTION OF A STREET RIGHT OF WAY LINE WITH THE EDGE OF THE DRIVEWAY PAVEMENT OR ALLEY LINE. NO PORTION OF A PRIVATE DRIVEWAY FOR A CORNER LOT SHALL BE PERMITTED ON DEDICATED RIGHTS OF WAY WITHIN 70 FEET OF THE CENTERLINE INTERSECTIONS OF STREETS ADJACENT TO THE CORNER LOT.
10. ALL LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION BY THE PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE "DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS" FOR HICKORY RIDGE VILLAGE RECORDED IN MISCELLANEOUS RECORD AS INSTRUMENT NUMBER 2000-002661, THE DEVELOPMENT STANDARDS FOR HICKORY STICK CROSSING RECORDED AS INSTRUMENT NUMBER 199-015043 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA AND SHALL RUN WITH THE LAND.
11. THE FOREGOING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2020, AT WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE TEN YEAR PERIODS, UNLESS BY A MAJORITY VOTE OF THE THEN CURRENT OWNERS OF THE LOTS, IT IS AGREED TO CHANGE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.
12. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON, OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
13. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR A COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS HEREOF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
14. THE SANITARY SEWERS, AND THE CONNECTION THERETO, SHALL BE USED ONLY FOR AND AS A SANITARY SEWER SYSTEM. NO STORM WATER, RUN OFF WATER, DOWN SPOUTS, FOOTING DRAINS (PERIMETER DRAINS) OR SUB-SOIL DRAINAGE SHALL BE CONNECTED TO THE SANITARY SEWER SYSTEM.
15. ALL LOT OWNERS WHO SUBSEQUENTLY TAP INTO OR ARE CONNECTED WITH THE SANITARY SEWER SYSTEM PROVIDED FOR THIS SUBDIVISION AS DESCRIBED IN THIS PLAT, RELEASE THEIR RIGHT TO OBJECT, REMONSTRATE OR APPEAL AGAINST PENDING OR FUTURE ANNEXATION BY THE TOWN OF BARGERSVILLE.
16. WHERE THE SANITARY DRAINAGE SYSTEM CAN BE DISCHARGED INTO THE SEWER GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION. WHERE PART OF THE DRAINAGE SYSTEM CANNOT BE DISCHARGED TO THE SEWER BY GRAVITY FLOW, THIS PART OF THE SYSTEM SHALL BE DISCHARGED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE CONTENTS SHALL BE LIFTED (PUMPED) AND DISCHARGED INTO THE BUILDING DRAINAGE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.

IN WITNESS WHEREOF, LARRY J. WALKER, MANAGING MEMBER, HICKORY STICK DEVELOPMENT, L.L.C., HAS CAUSED THE EXECUTION OF THE FOREGOING COVENANTS ON THIS 19 DAY OF JUNE, 2003.

STATE OF INDIANA)
) SS:
 COUNTY OF JOHNSON)
 Larry J. Walker, Managing Member
 HICKORY STICK DEVELOPMENT, L.L.C.
 LARRY J. WALKER, MANAGING MEMBER

L. LINDA FOX, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT LARRY J. WALKER, MEMBER OF HICKORY STICK DEVELOPMENT, L.L.C., ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT FOR AND IN BEHALF OF SAID VENTURE. ABOVE CERTIFICATE APPEARS BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGES THAT HE SIGNED HIS ABOVE CERTIFICATE AS HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THIS 6th DAY OF JUNE, 2003.



Linda K. Fox
 Linda K. Fox
 Resident of Marion County, IN

THE PRIMARY PLAT WAS RECOMMENDED FOR APPROVAL BY THE COUNTY PLAN COMMISSION ON THE 31st DAY OF MARCH

David N. Strick
 JOHNSON COUNTY PLAN DIRECTOR

Douglas Lechner
 DOUGLAS LECHNER, CLERK
Rock Mason
 ROCK MASON, SECRETARY

THE SUBDIVISION PLANS FOR THIS PROJECT WERE APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD ON THE 30th SEPTEMBER, 1999.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, JOHNSON COUNTY, INDIANA, THAT THE DEDICATION SHOWN ON THIS PLAT IS HEREBY ACCEPTED THIS 19th DAY OF JUNE.

James Rhoades
 JAMES RHOADES
Joseph E. DeHart
 JOSEPH DEHART
William Walker
 WILLIAM WALKER

THE JOHNSON COUNTY COMMISSIONERS DO NOT ENFORCE COVENANTS

RECEIVED BY THE JOHNSON COUNTY ASSESSOR:
Marla A. Hask
 MARLA A. HASK, COUNTY ASSESSOR

ENTERED FOR TAXATION THIS 19th DAY OF JUNE
Deborah A. Shultz
 DEBORAH A. SHULTZ, AUDITOR
 JOHNSON COUNTY, INDIANA

INSTRUMENT NO. 2003-025197

RECEIVED FOR RECORD THIS 19 DAY OF JUNE

AT 4:37 P.M. AND RECORDED IN PLAT CABINET D
Sue Anne Wisniewski
 SUE ANNE WISNIEWSKI, RECORDER
 JOHNSON COUNTY, INDIANA

THIS PLAT IS BASED ON A SURVEY RECORDED IN FILE "D", PLAT OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA. THE CHANGE FROM THE MATTERS OF SURVEY, OR ANY PRIOR SUBORDINATE CONTAINED THEREIN, ON ANY LINES THAT ARE COMMON WITH THE

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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HICKORY STICK CROSSING RESIDENTIAL COMMUNITIES
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**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HICKORY STICK CROSSING RESIDENTIAL COMMUNITIES**

This Declaration of Covenants and Restrictions of Hickory Stick Crossing Subdivision ("Declaration") is made this 4th day of FEBRUARY, 2000, by Hickory Stick Development, LLC (the "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the Owner of real estate in Johnson County, State of Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant desires and intends to create on the Real Estate a residential community with public streets, lakes, landscaped areas, open spaces, walls, fences and other common areas and amenities for the benefit of such residential community; which shall be comprised of six villages separately identified as:

- (1) Heatherwood Village at Hickory Stick Crossing
- (2) Hickory Ridge Village at Hickory Stick Crossing
- (3) Lexington Greene Village at Hickory Stick Crossing
- (4) Raintree Village at Hickory Stick Crossing
- (5) Shadow Ridge Village East and West at Hickory Stick Crossing
- (6) Stoney Pointe Village at Hickory Stick Crossing

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common areas therein contained, and, to this end, Declarant desires to subject the Real Estate and any additional property which is hereafter made subject to this Declaration by Supplemental Declaration to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each Owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of supervising, maintaining, and administering any common areas located on the Real Estate, 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 health, safety and

welfare of the Owners of the Real Estate, 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 "Hickory Stick Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarant, as owner of the Real Estate or with the consent of the owners of the Real Estate and any additional property which is hereafter made subject to this Declaration by Supplemental Declaration hereby declares that the 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, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

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) "Applicable Date" shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;

(c) "Association" shall mean and refer to Hickory Stick Crossing 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;

(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) "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;

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

(g) "Committee" shall mean and refer to the "Hickory Stick Crossing Architectural Control Committee", the same being the committee or entity established pursuant to Article IX, Section 1, of this Declaration for the purposes herein stated;

(h) "Common Area" shall mean and refer to (i) all portions of Real Estate shown on any recorded subdivision plat of the Real Estate which are not dedicated to the public, which are not Lakes and which are not identified as Lots on any such plat, whether such plat is heretofore or hereafter recorded, (ii) such portions of the Real Estate as are herein declared to be Common Areas on the plat of the Real Estate even though located on or constituting part of one or more such Lots shown on any such plat, (iii) to the extent hereinafter established, such improvements located, installed or established in, to, on, under, across or through the Real Estate as are herein declared to be Common Areas whether located, installed or established entirely or partially on Lots (as herein defined) or portions of the Real Estate which are not Lots, or both;

(i) "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses;

(j) "Declarant" shall mean and refer to Hickory Stick Development, LLC and any successors and assigns of Hickory Stick Development, LLC whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;

(k) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated on the Real Estate designed and intended for use and occupancy as a residence by one (1) single family;

(l) "Lakes" shall mean and refer to the Lakes located on the Real Estate; or Lakes located on Hickory Stick Golf Course.

(m) "Lot" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Areas) designed and intended for use as a building site for, or developed

and improved for use as, a Dwelling Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Dwelling Unit), as designated by Declarant by its deed of the same to another Person. A Lot will not necessarily be the same as any single numbered parcel of land shown upon, and identified as a Lot on, any recorded subdivision plat of the Real Estate or any part thereof. For purposes of this Declaration, a "Lot" may be (i) any single numbered parcel of land identified as a Lot on such subdivision plat,

(ii) part of such a numbered parcel of land, (iii) such a numbered parcel of land combined with part or all of another such numbered parcel of land, or (iv) parts or all of two (2) or more of such numbered parcels of land combined. The determination of what portion of the Real Estate constitutes a "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, each tract of land conveyed by Declarant to another Person for use as a building site for, or developed and improved for use as, a Dwelling Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Dwelling Unit). Notwithstanding the foregoing, if after the initial conveyance of a portion of the Real Estate by Declarant to another Person it is agreed between Declarant and such Person to enlarge or reduce or otherwise change the portion of the Real Estate so originally conveyed to such Person as a "Lot", then the determination of what portion of the Real Estate constitutes such "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, such "Lot" initially so conveyed by Declarant, as the same has been adjusted or changed at any time by conveyances by and between Declarant and such Person. Any deed or other instrument of conveyance so adjusting or changing the description of a "Lot" shall state on its face that it is made for such a purpose. Any part of a "Lot" reconveyed to Declarant shall, upon such reconveyance, lose its character as part of a "Lot" and may thereafter be conveyed by Declarant as part of another "Lot". The foregoing procedures may be used to correct errors in descriptions, to adjust boundary lines of "Lots" or for any other reason;

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

(o) "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;

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

(q) "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter made subject to this Declaration by Supplemental Declaration;

(r) "The Real Estate" shall mean and refer to the parcel of Real Estate in Johnson County, Indiana, described in Exhibit "A" attached to this Declaration, as referred to in the first recital clause of this Declaration, and defined therein as the Real Estate;

(s) "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;

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

ARTICLE II Declaration; Common Areas and Rights Therein

Section 1. Declaration. Declarant hereby expressly declares that the Properties shall be held, transferred and occupied subject to the Restrictions. 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, 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.

Section 2. Easement to Owner. Declarant hereby grants a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Areas (except for such portions of the Common Areas, if any, as to which, in accordance with other provisions hereof, the use, enjoyment and benefit is limited to the Owners of certain designated Lots to the exclusion of other Lots) subject to all of the Restrictions of this Declaration, and such easement shall be an easement running with and appurtenant to each Lot.

ARTICLE III
Obligations of Declarant as to Common Areas

Section 1. Agreement to Construct and Convey Other Common Areas. Declarant has constructed or provided for, or will prior to the Applicable Date construct or provide for, Common Areas consisting of the following items:

- (a) a storm drainage system for the Real Estate, which may include lakes, inlet pipes, open ditches, swales, pipes and other structures and drainage courses;
- (b) the installation, in common areas or landscape easements of landscaping and other screening materials;
- (c) the installation of entrance walls and other masonry fences in common areas or landscape easements;
- (d) the installation, within the street rights-of-way, of street lighting, street directories and street signs in common areas or in landscape easements.

Upon final construction or provision of the Common Areas described in this Section 1, Declarant covenants to convey by quitclaim deed all of its right, title and interest in and to said Common Areas to the Association and all such right, title and interest in and to said items (whether owned in fee, by leasehold, by contract or in the nature of an easement or license) shall then be the property of the Association, whether or not the same may be located entirely or partially on any one or more of the Lots. As to any of such items of and constituting the Common Areas located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only non-exclusive easement rights therein as described in Article II, Section 2, of this Declaration.

Section 2. Additional Common Areas at Declarant's Option. Declarant may, at its option but without obligation to do so, convey other portions of the Real Estate to the Association for, or construct, install or provide for other items for or on, or services to serve, the Real Estate as amenities for, the mutual benefit, use or enjoyment of the Owners. Included as examples of the foregoing, but not limited therein, might be a community television antenna or receiving device to serve all of the Dwelling Units, storage buildings for storage of articles by Owners or provisions of portions of the Real Estate for recreational or other common uses or purposes for the Owners, including without limitation, a swimming pool, tennis court,

clubhouse or other recreational facilities or additional entrances, landscaped areas and walls. Any such portions of the Real Estate, or other items or services, which Declarant, at its sole option, elects to convey, construct, install or provide as Common Areas shall become a part of the Common Areas only when so designated by Declarant in a written instrument executed by Declarant and delivered to the Association. Upon any such designation by Declarant, Declarant shall convey by quitclaim deed all of its right, title and interest in and to the Common Areas so designated to the Association and all such right, title and interest in and to the Common Areas so designated and conveyed shall then and thereupon be and become the property of the Association, whether or not the same constitutes, or may be located entirely or partially on, any one or more of the Lots or any Lot shown upon any recorded subdivision plat of the Real Estate, or parts thereof. As to any of such Common Areas so designated and conveyed pursuant to the foregoing provisions of this Article III which are located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only non-exclusive easement rights therein or thereto, as described in Article II, Section 2, of this Declaration.

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 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 their 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, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(b) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by 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 ten (10) votes for each Lot of which it is the Owner and ten (10) votes for each single numbered parcel of land shown upon, and identified as a Lot on, any recorded subdivision plat of the Real Estate of which it is the Owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined in this Declaration, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate upon the first to occur of (i) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Association, or (ii) the date Declarant no longer owns any Lots nor any portion of any single numbered parcel of land shown upon, and identified as a Lot on, any recorded subdivision plat of the Properties, nor any property adjacent to the Properties intended to become a future section of Hickory Stick Crossing (the applicable date being herein 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 and for each single numbered parcel of land shown upon, and identified as a Lot on, any recorded subdivision plat of the Properties of which it is then the Owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined herein.

Section 3. Functions. The Association has been (or will be) formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Areas as and to the extent provided herein, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Common Areas, 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, to-wit: Larry J. Walker and 2 (two) other persons who has 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 the 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 juridic 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 and Vacancy. 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. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or

vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with 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.

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.

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) protection, surveillance and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) 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);
- (c) landscaping, painting, decorating, furnishing and maintenance and upkeep of, the Common Areas;
- (d) assessment and collection from the Owners of the Owner's respective shares of the Common Expenses;

(e) 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;

(f) 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;

(g) keeping a current, accurate, 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;

(h) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(i) paying taxes and assessments assessed against and payable with respect to the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas; and

(j) 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 judgement 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 judgement 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 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 and the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

(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, 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, or Common Areas 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.

Section 8. Limitation on Board Action. After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$10,000.00 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 judgement 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 out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors 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 attorney's 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 judgement 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 itself, 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 a reasonable compensation for its services.

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. Any real estate taxes or other assessments against the Common Areas shall be paid by the Association and treated as a Common Expense.

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 shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

ARTICLE VII Maintenance and Repair

Section 1. By the Owner. Each Owner shall be responsible for, if the need therefor arises, all maintenance, repairs, decoration and replacement of his own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as apart of the Common Areas for

purposes of maintenance only. All fixtures and equipment installed within or as part of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling or any part of the Common Areas. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances and other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 2. By the Association. Maintenance, repairs, replacements and upkeep of the Common Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

In addition to the maintenance of the Common Areas, the Association, as part of its duties, and as a part of the Common Expenses, shall provide for maintenance for the following items, which shall be considered part of the Common Areas for purposes of maintenance only:

- (a) those portions of the Real Estate, whether or not said portions are part of any of the Lots, which are located outside any perimeter fencing (including walls) originally installed by Declarant as part of the perimeter treatment of the Real Estate, but only to the extent that the same are not maintained by or the responsibility of a public authority; provided, however, that the Association shall have no obligation to maintain any public street, road or highway located within any public right-of-way on or abutting the Real Estate. For purposes of this subparagraph (a), "outside any perimeter fencing" means that area between such fencing and the nearest property line of the Real Estate;
- (b) any perimeter fencing (including walls) originally installed by Declarant as part of the perimeter treatment of the Real Estate; and
- (c) any equipment, such as water wells or fountains, installed by Declarant to serve the entire project to be developed on the Real Estate, whether or not located on Lots.
- (d) the storm water drainage system for the Real Estate, including but not limited to, the maintenance of all lakes, inlets, open ditches, pipes, swales, manholes and detention ponds. The costs and expenses of such maintenance and detention water drainage system shall be assessed as part of the general assessment against the Owners as provided in the Declaration and shall be secured by a lien against all lots in this subdivision.

Sump pumps, gravity drains, and other drains serving individual residences on Lots shall outfall only into drainage swales included in the storm water drainage system for all Villages and Common Areas at Hickory Stick Crossing.

(e) all fences, walls, landscaping, screening material, street directories and signs, water wells and irrigation systems and other improvements within the Landscape Easements.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Areas as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Areas (or items deemed Common Areas for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee, or other occupant or visitor of such Owner, damage shall be caused to Common Areas (or items deemed as such for purposes of maintenance), or if maintenance, repairs, or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become part of the assessment to which such Owner's Lot is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lots as may be required in connection with maintenance, repairs or replacement of or to the Common Areas and items deemed as Common Areas for purposes of maintenance, including, but not limited to, access to any easements reserved, granted or created by any subdivision plat of any portion of the Real Estate for such purposes.

ARTICLE VIII Lake Covenants

Section 1. Ownership of Lakes and Detention Ponds.
Each lake and detention pond shown on the plat of the Hickory Stick Subdivision shall be owned and controlled by Hickory Stick

Golf Club, LLC for the benefit of the Hickory Stick Homeowners Association, Inc. These lakes and detention ponds are developed to receive the storm water drainage and run off from the Hickory Stick Subdivision.

Section 2. Limitations on Use of Lakes. No person shall do or permit to be done any action or activity which could result in pollution of the Lakes, diversion of water, elevation of Lake levels, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper Lake management.

The Lakes are and will be an integral part of the storm water drainage system serving the Real Estate and are intended to be used for such purpose and primarily as visual and aesthetic amenities and not as recreational amenities. Accordingly, no use shall be made of any of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system.

The Lakes shall be kept free and clean of rubbish, debris and other unsightly materials. No structure of any kind shall be placed in the Lakes or on the Lake property without the prior written approval of Hickory Stick Golf Club, LLC.

No boating, swimming, diving, skiing, or ice skating shall be permitted in or on said Lakes.

No sewage, garbage, refuse or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into said lakes, except the Board of Directors may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same.

Section 3. Costs of Maintenance. The care and maintenance of the lakes and detention ponds shall be the responsibility of Hickory Stick Golf Club, LLC. The cost of such maintenance shall be a Common Expense for the Hickory Stick Homeowner's Association, Inc. The estimated cost of this maintenance and repair shall be an item in the annual budget for the Association which figure shall be paid to Hickory Stick Golf Club, LLC upon being invoiced by Hickory Stick Golf Club, LLC for such maintenance.

ARTICLE IX
Architectural Standards

Nothing, including any fence, deck, dock, recreational equipment (including basketball goals), or any structure, storage shed, doghouse or other improvements, shall be erected on any lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place 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 Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration.

Section 1. Architectural Control Committee. There shall be, and hereby is, created and established the "Hickory Stick Architectural Control Committee" ("Committee") 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. 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. Approval Process. The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the Declarant (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction,

modification, addition or alteration made on or to any existing structure, upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval for any building contractor selected by the Lot Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

Section 3. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restriction or any rules, regulations or guidelines adopted by the Committee;

(b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee; or

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee, be contrary to the interest, welfare or rights of all or part of other Owners.

Section 4. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) 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 therefor. In the event that the Committee fails to approve or disapprove such plans or to request additional information reasonably required within 45 days after submission of all required or requested information, the plans shall be deemed approved.

Section 5. 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 6. 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. In the case of a variance from set-back and yard size requirements in no event shall the aggregate side yards on any lot be less than 20 feet or the foundation of any building closer than 5 Feet to a Lot Line. 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 7. 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 Board 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 8. Non-Liability of Declarant, 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 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 9. Inspection The Committee and the Declarant 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 or the Declarant, shall be liable or responsible for the 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 or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 10. 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.

Section 11. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as, and only so long as, the Lots remain improved with one single Dwelling Unit; **provided however**, that any dues, fees or other charges shall be assessed against each Lot individually.

ARTICLE X Use Restrictions/Covenants and Regulations

Section 1. Air Cooling Units. Air cooling units or other like utilities that are outside of the residential structure must be located at the side or rear of the home and except as may be permitted by the Committee. No window air conditioning units may be installed on any Lot.

Section 2. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets not to exceed a total of two (2) may be permitted on a Lot. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, or make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed from the Properties upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Lot be confined on a

Leash held by a responsible person.

Section 3. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Lot, without prior written consent of the Board or its designee. Notwithstanding the foregoing, the Declarant, its nominees, successors or assigns shall have the right, without obligation, to erect an aerial or satellite dish, or install other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties and satellite dishes no greater in size than 18" in diameter are permitted on the Properties so long as they are on the side or rear of a Dwelling Unit or screened from street view.

Section 4. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article IX of this Declaration.

Section 5. 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, except that an Owner or occupant of Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent to 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 on the sole discretion of the Board.

Section 6. Clothesline, Garbage Cans, Tanks, Etc. All clothes, sheets, blankets, rugs, laundry clotheslines, garbage cans, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All fuel storage tanks outside a Dwelling Unit shall be installed below the surface of the ground. All rubbish, trash, and garbage shall be stored in appropriate containers approved by the Committee hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon. No Owner shall burn or permit burning out-of-doors of garage or other refuse.

Section 7. Declarant's and the Association's Right to Perform Certain Maintenance and Removal. In the event that any 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 reasonably 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 the Common Expenses. Neither the Declarant nor the Association, nor any of its agents, employees or contractor, shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 8. Diligence in Construction. Every building whose construction on any Lot is begun shall be completed within one hundred eighty days (180) after the beginning of such construction unless circumstances beyond the reasonable control of the builder and/or Owner prevent such completion. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more the three (3) months from the time of such destruction or damage. The Declarant and/or Homeowners Association shall have standing and authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

Section 9. 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 reasonably 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 10. 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 11. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy

conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee pursuant to Article IX of this Declaration.

Section 12. Fences. Fencing shall be prohibited on any Lot abutting the golf course; invisible fencing on the golf course Lots shall however be permitted. Off golf course Lots may have invisible, cast aluminum or wrought iron fencing (black in color) only with the approval of the Committee. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article IX of this Declaration.

Section 13. Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 14. 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 Johnson County Drainage Board and the Department of Planning and Zoning as evidenced upon the final construction plans for the development of this subdivision.

Section 15. Heating Plant. Every Dwelling Unit must contain a heating plant installed in compliance with the applicable codes and capable of providing adequate heat for year-around human habitation of the Dwelling Unit.

Section 16. Insurance Impact. Nothing shall be done or kept by an Owner in any Dwelling Unit, or in 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 17. Landscape Easements. There are strips and areas of ground shown marked "Landscape Easement" 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 of fences, walls, landscaping, other screening material, street directories, street signs, water wells, and other items 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 Declaration and approved by the Committee) 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 18. Landscaping. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board. Each Lot Owner shall provide reasonable landscaping on his Lot including, at a minimum, suitable foundation landscaping. All landscaping plans are subject to Committee approval in accordance with the guidelines and procedures promulgated by the Committee. The Committee may, in its discretion, modify such plans to promote the integrity and the aesthetic appearances of this subdivision. Finish grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting, and all yards must be seeded or sodded with grass within ten days after the completion of finish grading, weather permitting. Trees provided by Declarant, if any, will be protected by Owner during construction and replaced within 30 days if damaged or if a tree dies on Owner Lot. All Lots which are bound by the golf course shall be underground sprinkled and landscaped on the front, rear and side yards.

ALL LOTS BOUND BY THE GOLF COURSE SHALL HAVE AN UNDERGROUND SPRINKLER SYSTEM IN THE FRONT, SIDE AND REAR YARD. All Lots shall have the following landscaping criteria:

Type of Landscaping	Number	Size
Deciduous Shade Trees	3	2in. to 2 1/2in. caliper
Flowering Trees	2	1in. to 1 1/2in. caliper
Conifer Trees	3	8ft. to 10ft.
Shrubs	6	3ft. to 4ft.
Shrubs	10	18in. to 24in. spread

Rear yard of lots abutting Golf Course Lots shall have the following landscaping criteria:

Type of Landscaping	Number	Size
Deciduous Shade Trees	2	2in. to 2 1/2in. caliper
Flowering Trees	2	1in. to 1 1/2in. caliper
Shrubs	6	3ft. to 4ft.
Shrubs	8	18in. to 24in. spread

Section 19. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article IX of this Declaration.

Section 20. Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the development 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:

(i) **Weed Control.** EVERY LOT and EACH COMMON AREA shall be treated professionally for weed control and fertilization. The Association shall be responsible for contracting with a reputable professional lawn treatment company for this service. The cost for this service shall be a Common Expense and shall be budgeted therefore by the Association.

2. **Lawn Maintenance for Lots Abutting Hickory Stick Golf Course.** Those Lots abutting Hickory Stick Golf Course shall be professionally maintained by Hickory Stick Golf Club, LLC, or its assigns or designee. This shall be done in order to maintain a uniform appearance of all Lots surrounding the golf course. Owners of such Lots will not have a option to opt out of this service. Those Lots which are subject to this restriction shall be uniformly assessed by Hickory Stick Golf Club, LLC for the cost of this service. The cost for this service shall not be a Common Expense for the Hickory Stick Homeowners Association.

(ii) Remove all debris or rubbish;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

(iv) Cut down and remove dead trees;

(v) Where applicable, prevent debris and foreign material from entering drainage areas, and

(vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 21.

(A) Minimum Building Size:

(1) HEATHERWOOD VILLAGE - All residences shall have a minimum square footage requirement of 1600 square feet for single level and 3000 square feet for multi-level (1600 square feet on main level). The square footage of a residence as referred shall not include porches, garages, accessory structures or basements.

(2) HICKORY RIDGE VILLAGE - All residences shall have a minimum square footage requirement of 1600 square feet for single level and 3000 square feet for multi-level (1600 square feet on main level). The square footage of a residence as referred shall not include porches, garages, accessory structures or basements.

(3) RAINTREE VILLAGE - All residences shall have a minimum square footage requirement of 1200 square feet for single level and 2100 square feet for multi-level (1200 square feet on main level). The square footage of a residence as referred shall not include porches, garages, accessory structures or basements.

(4) LEXINGTON GREEN VILLAGE - All residences shall have a minimum square footage requirement of 1200 square feet for single level and 2100 square feet for multi-level (1200 square feet on main level). The square footage of a residence as referred shall not include porches, garages, accessory structures or basements.

(5) STONEY POINTE VILLAGE - All residences shall have a minimum square footage requirement of 1400 square feet for single level and 2300 square feet for multi-level (1200 square feet on main level). The square footage of a residence as referred shall not include porches, garages, accessory structures or basements.

(6) SHADOW RIDGE VILLAGE (EAST-WEST) - All residences shall have a minimum square footage requirement of 1400 square feet for single level and 2100 square feet for multi-level (1000 square feet on main level). The square footage of a residence as referred shall not include porches, garages, accessory structures or basements.

B. MINIMUM LOT SETBACKS:

(1) HEATHERWOOD VILLAGE - Minimum Aggregate Side Yard 10 Feet; Minimum Width Side Yard 5 Feet; Minimum Depth Rear Yard 20 Feet; Minimum Front Yard 25 Feet

(2) HICKORY RIDGE VILLAGE - Minimum Aggregate Side Yard 20 Feet; Minimum Width Side Yard 10 Feet; Minimum Depth Rear Yard 20 Feet; Minimum Front Yard 25 Feet

(3) RAINTREE VILLAGE - Minimum Aggregate Side Yard 10 Feet; Minimum Width Side Yard 5 Feet; Minimum Depth Rear Yard 20 Feet; Minimum Front Yard 25 Feet

(4) LEXINGTON GREEN VILLAGE - Minimum Aggregate Side Yard 10 Feet; Minimum Width Side Yard 5 Feet; Minimum Depth Rear Yard 20 Feet; Minimum Front Yard 25 Feet

(5) STONEY POINTE VILLAGE - Minimum Aggregate Side Yard 10 Feet; Minimum Width Side Yard 5 Feet; Minimum Depth Rear Yard 20 Feet; Minimum Front Yard 25 Feet

(6) SHADOW RIDGE VILLAGE (EAST-WEST) - Minimum Aggregate Side Yard 10 Feet; Minimum Width Side Yard 5 Feet; Minimum Depth Rear Yard 20 Feet; Minimum Front Yard 25 Feet

Section 22. 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 therefor. 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 or a builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which such entity owns within the Properties.

Section 23. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in this Article X shall not apply to or be binding upon the Association in its ownership, management, administration, operation, tenance, 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 24. 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 of 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 Committee and such decisions shall be binding on all parties.

Section 25. 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 26. Other Exterior Attachments. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his or her Dwelling Unit or placed on the outside walls of any building, and no awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee unless otherwise expressly authorized herein, or in any recorded subdivision plat, or by the rules, regulations and guidelines of the Committee.

Section 27. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in driveways, if any, serving the Lots. Parking (of automobiles only) is allowed on dedicated streets only when an Owner has a social function and the invited guests will not be able to park on such Owner's Lot. No overnight parking shall be permitted on any dedicated street.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties for such period

of time as is reasonably necessary to provide service or to make a delivery to a Lot. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws.

(c) Garages and Driveways. No dwelling shall have less than a full size 2-car or more than a 4-car attached garage, unless otherwise approved by the Committee. All driveways and vehicle parking areas shall be hard surfaced with either concrete, or an acceptable alternate approved by the Committee and shall be so surfaced from their point of connection with the abutting street to their point of connection with the garage apron. No gravel or stone driveways will be permitted.

Section 28. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. No playground equipment, tree houses, or similar structures shall be erected on any Lot without prior approval pursuant to Article IX hereof; provided, however, children's play equipment such as sandboxes, swing and slide, and tents shall not require approval by the Committee provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view of adjacent lot owners. Equipment higher than eight (8) feet shall require approval of the design, location, color, material and use by the Committee. "CHILDRENS' PLAY EQUIPMENT SHALL BE PROHIBITED ON ALL LOTS ABUTTING THE GOLF COURSE."

Section 29. Private Water Systems. No private, or semi-private, water supply may be located upon any Lot which is not in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, approved by the Committee and restricted to use in connection with a sprinkler system or geothermal heating and cooling system.

Section 30. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

Section 31. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage or 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 of 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 any 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.

Section 32. 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 33. Sales Office. To the extent deemed necessary or desirable by Developer, Developer 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 until 180 days following the sale, closing and deed transfer to a lot owner other than Developer of the last lot in the subdivision.

Section 34. 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 Committee), 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 Johnson County, Bargarville Sanitation Department, 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.

Section 35. Sidewalks. Sidewalks shall be constructed as

required by the sidewalk plan approved by the Johnson County Plan Commission, which construction shall be the responsibility of the Lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed by the Developer as designated on the final development-sidewalk plan. All sidewalks to be constructed by Lot owners shall be completed at such times as the driveway on the Lot is constructed. All side walks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each Lot.

Section 36. Sight Distance at Intersections. All property 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 where it would create a traffic or sight problem.

Section 37. Signs. No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors, except entry and directional signs installed by Declarant and such signs as may be required by legal proceedings. If permission is granted to any person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Directors or Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Signs advertising property for rent are specifically prohibited. Violation of this sign restriction will result in Seventy-five (\$75.00) per day liquidated damages payable to the Declarant until such time as the Association owns and is responsible for the maintenance of the Common Areas, at which time such liquidated damages shall be payable to the Association. The Declarant and/or Association shall approve all signs deemed appropriate by the Committee advertising properties for sale, which signs shall be uniform in design and placed as the Committee shall determine proper. Hickory Stick Crossing and all Communities within the development shall use an approved standard sign to be displayed in the front or rear yard of homes. The Developer shall provide sample upon request.

Section 38. Swimming Pools. Swimming pools must have the approval of the Committee before any work is undertaken. No above ground swimming pools shall be allowed, provided nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or similar apparatus, with prior approval of the Committee. Permanent backyard pools will be approved by the Committee only after careful consideration of the potential effect of such a pool in neighboring properties. An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable fence or other safety protection and landscape design approval. The design of such fence shall conform to county or municipal regulations for such

fencing. Use of plantings in the vicinity of the proposed pool may be required to soften the effect of sound and required pool fencing on adjacent properties.

Section 39. Tennis Courts, Racquetball Courts, Paddle Ball Courts, Basketball Goals, Etc. Tennis Courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the Committee only after thorough consideration of the potential effect of such a structure or use in neighboring properties. The Committee will not approve non-baffled lighted courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for an acceptable fence and landscape design approval. It is recommended by the Committee that any such fencing be of an open composition in order to blend in with the surrounding properties and soften the effect on adjacent properties.

All basketball backboards or any other fixed games and play structures shall be located behind the rear foundation line of the main structure and within lot set-back lines unless otherwise approved by the Committee. The Committee reserves the right to approve or disapprove the location and type of basketball goals.

Section 40. Tents, Trailers and Temporary Structures.

Except as may be permitted by the Declarant or the Committee during initial construction within the Properties, no tent, utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon a lot or the Common 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 Board of Directors of the Declarant.

Section 41. Tree Removal. No trees shall be removed, except for diseases or dead trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article IX of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Committee to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the Committee may determine in its sole discretion.

Section 42. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

ARTICLE XI
Assessments

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners attending such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Johnson County or Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the

Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, however, Lots owned by Declarant shall not be subject to assessment. Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in full in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. However, at the option of the Board, the Regular Assessment against each Lot may be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the Regular Assessment, whether in one payment or in quarterly installments, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited

against the next payment or payments of the Regular Assessment coming due, whether annual or quarterly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfer his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessments as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 2 of Article X hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot nor owned by Declarant, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Common Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one person, the liability of such persons shall be joint and several. Regular and special assessments should constitute a lien against the Lots and Dwelling Units thereon. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments against his Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise provided or permitted by law. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot and Dwelling Unit which are the subject of such action shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot and Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgement for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment, whether by foreclosure or otherwise, the Board, the Association, or the Association, shall be entitled to recover for and on behalf of the Association, all of the Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by THE WALL STREET JOURNAL plus 4% but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu

thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefor, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings or concurrence of the Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Real Estate owned by Declarant while the same is owned by Declarant, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by Declarant to another Person, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by Declarant shall be paid by each purchaser upon such conveyance.

Section 7. Initial Working Capital and Start-Up fund. Upon the closing of the initial conveyance of each Lot by Declarant to another Person, the purchaser of such Lot shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount equal to one-sixth (1/6th) of the then

current annual Regular Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

ARTICLE XII Mortgages

Section 1. Notice to Association. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall 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 in the time provided. Unless notification of any such mortgage and the name and address of the 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 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 3 of Article IV

hereof.

ARTICLE XIII
Insurance

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Common Areas in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise the Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby).

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty on the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or distributed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be

entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does no elect to restore.

Section 2. Public Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of \$1,000,000.00 per occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Areas and shall insure the Association, the Board of Directors, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, the Declarant all persons acting or who may come to act as agents or employees of any foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 3. Other Insurance. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance and Board of Directors may from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses. Upon request of any Owner or Mortgagee whose interest may be affected thereby, the Association shall provide such Owner or Mortgagee with a description of the insurance coverage maintained by the Association.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such

proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses or operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE XIV Casualty and Restoration

In the event of damage to or destruction of any 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 the Common Areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common 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 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 Annexation

Declarant hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into Hickory Stick Crossing. As of the date on which Declarant annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Hickory Stick Crossing; all references in these covenants and restrictions or in the Declaration to the "subdivision" or to the "Hickory Stick Crossing" shall be deemed to include the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "Real Estate" shall be deemed to include all parcels of land within the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "Lots" shall be deemed to include all Lots within the Annexed Real Estate; and all easements created by these covenants and restrictions or in the Declaration shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Declarant annexes any portion of the adjacent real estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) Owners of Lots within the Hickory Stick Crossing. All references in these covenants and restrictions or the Declaration to "Owner(s)" shall be deemed to include all Owners of Lots within the annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

ARTICLE XVI
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) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.
- (d) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75% 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.
- (e) **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 XI of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XII 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.

(f) **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 Johnson 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 Johnson 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, (e) to subject additional property to these restrictions, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) to change the substance of one or more covenants, conditions, terms or provisions hereof provided that such change (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 maybe. 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 IVII
Acceptance and Ratification

(A) 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 a 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.

(B) The Owner (Grantee), of the Deed, Affidavit and this Declaration agrees for himself, his legal representatives, heirs, devisees, grantees, successors or assigns (Owner), that no objection or remonstrance to any request to amend the zoning classification to a commercial use of the north west and north east corners of the intersection of Morgantown (CR500W) and Whiteland (CR500N) Roads which includes, but is not limited to, the approximately nine (9) acres adjoining the south west corner of the Hickory stick Planned Unit Development shall be made; that no remonstrance shall be filed; nor any appeal made from any favorable decision or recommendation of the Johnson County Plan Commission (or its successor in interest) of any such request to amend; nor shall any objection, remonstrance to, or appeal from, the adoption of any ordinance granting any such request to amend the controlling zoning ordinance be made.

ARTICLE XVIII
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 XIX
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 due for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorney's 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 judgement 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.

ARTICLE XX
Non-Liability of Johnson County Drainage Board

The Johnson County Drainage Board shall not be responsible in any way for, and disclaims any liability for, any defect in any plans, specifications or other materials approved by it in

connection with the storm drainage system for the subdivision, or for any defects in the constructions thereof.

ARTICLE XXI
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 cost 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.

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.

IN WITNESS WHEREOF, Hickory Stick Development, LLC, by its duly authorized Manager, Declarant herein, has executed this Declaration on the day and year first hereinabove set forth.

Hickory Stick Development, LLC

Larry J. Walker
Larry J. Walker, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

On this 4th day of FEBRUARY, 2000, before me, a Notary Public in and for the State of Indiana, personally appeared Larry J. Walker, an authorized Member of HICKORY STICK DEVELOPMENT, LLC, who executed the foregoing Declaration of Easements, Covenants, Conditions and Restrictions.

My Commission Expires:
July 30, 2006



Linda D. Walker
Notary Public Linda D. Walker
Resident of Marion County, IN.

This instrument prepared by: Larry J. Walker

EXHIBIT "A"

HICKORY RIDGE VILLAGE

PART OF THE SOUTHWEST, SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 2714.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 973.57 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS WEST 50.00 TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 973.48 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST 904.73 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 00 DEGREES 04 MINUTES 22 SECONDS EAST 20.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 47 MINUTES 27 SECONDS 31.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 326.65 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.28 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 47 SECONDS WEST 385.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 19 SECONDS 27.65 FEET; THENCE SOUTH 61 DEGREES 20 MINUTES 20 SECONDS EAST 930.27 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 16 SECONDS EAST 114.08 FEET; THENCE SOUTH 14 DEGREES 33 DEGREES 53 MINUTES 16 SECONDS EAST 114.08 NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 280.36 FEET; THENCE NORTH 53 DEGREES 16 MINUTES 43 SECONDS EAST 48.66 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 49 SECONDS EAST 200.00 FEET; THENCE NORTH 19 DEGREES 01 MINUTE 11 SECONDS EAST 107.79 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 50 SECONDS WEST 200.19 FEET; THENCE NORTH 03 DEGREES 00 MINUTES 19 SECONDS WEST 30.44 FEET; THENCE NORTH 54 DEGREES 57 MINUTES 19 SECONDS WEST 253.10 FEET; THENCE NORTH 26 DEGREES 52 MINUTES 32 SECONDS WEST 136.60 FEET; THENCE NORTH 10 DEGREES 00 MINUTES 43 SECONDS EAST 167.98 FEET; THENCE NORTH 41 DEGREES 32 MINUTES 30 SECONDS EAST 432.71 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 23 SECONDS WEST 114.19 FEET; THENCE NORTH 48 DEGREES 51 MINUTES 48 SECONDS EAST 185.43 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 19 SECONDS WEST 175.12 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 58 DEGREES 08 MINUTES 41 SECONDS EAST 350.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 16 MINUTES 18 SECONDS 197.14 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 59 SECONDS EAST 503.97 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 24 SECONDS EAST 577.61 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS EAST 2626.86 FEET TO THE POINT OF BEGINNING CONTAINING 63.790 ACRES MORE OR LESS SUBJECT OT ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS

PROJECTS plus

OVERWOOD SURVEYING COMPANY

ONE UNIVERSITY CENTER LAR, MINNEAPOLIS
588 Lake Park (612)-833-8888

EXHIBIT "A"

HEATHERWOOD VILLAGE

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1709.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 374.17 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 385.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 10 SECONDS 101.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 67 DEGREES 38 MINUTES 47 SECONDS WEST 406.77 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 44 SECONDS WEST 172.80 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 410.95 FEET; THENCE NORTH 26 DEGREES 04 MINUTES 14 SECONDS EAST 101.66 FEET; THENCE NORTH 43 DEGREES 45 MINUTES 54 SECONDS EAST 121.76 FEET; THENCE NORTH 65 DEGREES 21 MINUTES 46 SECONDS EAST 117.11 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 14 SECONDS EAST 151.78 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 65 DEGREES 21 MINUTES 46 SECONDS WEST 505.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 215.95 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 11 SECONDS EAST 279.23 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 315.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE SOUTH 22 DEGREES 23 MINUTES 13 SECONDS WEST 150.39 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT SAID CURVE BEARS SOUTH 67 DEGREES 38 MINUTES 47 SECONDS EAST 385.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 24 MINUTES 14 SECONDS 48.75 FEET TO THE POINT OF BEGINNING CONTAINING 7.385 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

HEATHERWOOD BUSINESS COLONY

5075 PROGRESS - 1488 BARKDALE
1401 W. 14th St. - Lawrence, Kansas 66044
(913)-842-4444

EXHIBIT "A"

RAINTREE VILLAGE

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1709.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 374.17 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 385.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 150.39 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 47 SECONDS WEST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 51 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 505.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 215.95 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 601.79 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 65 DEGREES 21 MINUTES 46 SECONDS EAST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 90.49 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 351.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 74 DEGREES 22 MINUTES 46 SECONDS WEST 249.78 FEET; THENCE NORTH 73 DEGREES 55 MINUTES 55 SECONDS WEST 222.59 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 13 SECONDS WEST 106.69 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 55 SECONDS WEST 134.63 FEET; THENCE NORTH 08 DEGREES 16 MINUTES 00 SECONDS WEST 87.11 FEET; THENCE NORTH 06 DEGREES 31 MINUTES 19 SECONDS WEST 147.13 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 35 SECONDS WEST 877.61 FEET; THENCE NORTH 31 DEGREES 23 MINUTES 01 SECOND EAST 198.74 FEET; THENCE NORTH 54 DEGREES 36 MINUTES 33 SECONDS EAST 136.71 FEET; THENCE NORTH 58 DEGREES 25 MINUTES 14 SECONDS EAST 197.48 FEET; THENCE NORTH 43 DEGREES 58 MINUTES 06 SECONDS EAST 50.39 FEET; THENCE NORTH 38 DEGREES 18 MINUTES 55 SECONDS EAST 434.39 FEET; THENCE NORTH 57 DEGREES 58 MINUTES 58 SECONDS EAST 486.79 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS EAST 60.21 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47 DEGREES 51 MINUTES 49 SECONDS WEST 285.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 38 MINUTES 11 SECONDS 192.57 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 102.51 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 165.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 17 MINUTES 08 SECONDS 136.17 FEET; THENCE SOUTH 46 DEGREES 47 MINUTES 08 SECONDS WEST 777.23 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 43 DEGREES 12 MINUTES 52 SECONDS EAST 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62 DEGREES 24 MINUTES 22 SECONDS 408.45 FEET THENCE SOUTH 15 DEGREES 37 MINUTES 14 SECONDS EAST 820.92 FEET TO THE POINT OF BEGINNING CONTAINING 28.784 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS *plus*

GREENWOOD SURVEYING COMPANY

ONE DOWNTOWN - LAW SUITE 1000
200 FULTON ST. (317) 463-8888

EXHIBIT "A"

LEXINGTON GREENE VILLAGE

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1789.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 398.58 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.28 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 47 SECONDS WEST 385.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 245.88 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 801.79 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 65 DEGREES 21 MINUTES 46 SECONDS EAST 505.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 79.47 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 216.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 843.56 FEET; THENCE NORTH 74 DEGREES 22 MINUTES 46 SECONDS EAST 61.61 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 15 SECONDS EAST 61.61 FEET; THENCE SOUTH 83 DEGREES 09 MINUTES 38 SECONDS EAST 78.35 FEET; THENCE SOUTH 71 DEGREES 48 MINUTES 57 SECONDS EAST 77.85 FEET; SOUTH 66 DEGREES 23 MINUTES 40 SECONDS EAST 180.00 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 33 SECONDS EAST 176.45 FEET; THENCE SOUTH 68 DEGREES 01 MINUTES 25 SECONDS EAST 100.84 FEET; THENCE SOUTH 45 DEGREES 38 MINUTES 43 SECONDS EAST 61.11 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 20 SECONDS EAST 62.38 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 03 SECONDS EAST 84.31 FEET; THENCE SOUTH 15 DEGREES 51 MINUTES 21 SECONDS WEST 59.19 FEET; THENCE SOUTH 38 DEGREES 51 MINUTES 38 SECONDS WEST 144.01 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 18 SECONDS WEST 185.38 FEET; THENCE SOUTH 22 DEGREES 14 MINUTES 53 SECONDS EAST 185.92 FEET; THENCE SOUTH 38 DEGREES 51 MINUTES 38 SECONDS WEST 186.25 FEET; THENCE SOUTH 74 DEGREES 22 MINUTES 46 SECONDS WEST 220.70 FEET TO THE POINT OF BEGINNING CONTAINING 0.767 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

PROJECTS *plus*

GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
288 South Park Ave. - Lexington, Indiana 47530
(317)-462-8888

EXHIBIT "A"

SHADOW RIDGE VILLAGE EAST

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST (ASSUMED BEARING) ALONG THE WEST LINE OF LAST SAID SOUTHWEST QUARTER 2683.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF LAST SAID NORTHWEST QUARTER SECTION 2685.73 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF LAST SAID QUARTER SECTION 1832.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 370.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 420.00 FEET TO 210.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 46 SECONDS EAST 420.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST ALONG LAST SAID NORTH LINE 216.48 FEET; THENCE SOUTH 63 DEGREES 10 MINUTES 37 SECONDS EAST 742.89 FEET; THENCE SOUTH 63 DEGREES 24 MINUTES 13 SECONDS WEST 183.12 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 02 SECONDS WEST 109.86 FEET; THENCE SOUTH 47 DEGREES 51 MINUTES 49 SECONDS WEST 185.00 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 11 SECONDS WEST 435.57 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 47 DEGREES 51 MINUTES 49 SECONDS EAST 265.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 19 MINUTES 01 SECOND 135.59 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 10 SECONDS WEST 182.77 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 77 DEGREES 10 MINUTES 50 SECONDS EAST 265.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 55 MINUTES 59 SECONDS 59.82 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 49 SECONDS EAST 202.10 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 53 MINUTES 11 SECONDS EAST 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 59 SECONDS 31.49 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 382.23 FEET TO THE POINT OF BEGINNING CONTAINING 11.887 ACRES MORE OR LESS SUBJECT TO THE PERTINENT RIGHTS--OF--WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

GREENWOOD SURVEYING COMPANY

ONE PRINCETON DRIVE
LAWRENCE, MISSOURI 64503
TEL: 781-681-1111 FAX: 781-681-1112

EXHIBIT "A"

SHADOW RIDGE VILLAGE WEST

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST (ASSUMED BEARING) ALONG THE WEST LINE OF LAST SAID SOUTHWEST QUARTER 2683.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF LAST SAID NORTHWEST QUARTER SECTION 1894.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 425.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 51.78 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 741.27 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 872.57 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00 DEGREES 19 MINUTES 46 SECONDS WEST 20.00; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 47 MINUTES 01 SECOND 31.34 FEET; THENCE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 53 MINUTES 11 SECONDS EAST 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 55 MINUTES 59 SECONDS 75.62 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 10 SECONDS EAST 227.45 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 77 DEGREES 10 MINUTES 50 SECONDS EAST 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 19 MINUTES 01 SECOND 171.41 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS EAST 40.22 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 12 SECONDS WEST 735.48 FEET; THENCE SOUTH 22 DEGREES 51 MINUTES 57 SECONDS WEST 307.38 FEET; THENCE SOUTH 40 DEGREES 08 MINUTES 42 SECONDS WEST 103.33 FEET; THENCE SOUTH 51 DEGREES 50 MINUTES 54 SECONDS WEST 103.04 FEET; THENCE SOUTH 84 DEGREES 49 MINUTES 09 SECONDS WEST 103.04 FEET; THENCE SOUTH 66 DEGREES 17 MINUTES 09 SECONDS WEST 203.38 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 12 SECONDS WEST 199.77 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 378.19 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 263.41 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 47 SECONDS EAST 250.63 FEET TO THE POINT OF BEGINNING CONTAINING 20.915 ACRES MORE OF LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

CRENSHAW SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
1001 W. 10th Street, Suite 100, Lawrence, KS 66044
(785) 843-8888

EXHIBIT "A"

STONEY PONTE VILLAGE

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 2714.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF LAST SAID SOUTH-EAST QUARTER 973.57 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS WEST 2876.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 48 MINUTES 24 SECONDS WEST ALONG LAST SAID SOUTH LINE 577.81 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 59 SECONDS EAST 304.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 89 DEGREES 35 MINUTES 01 SECOND WEST 150.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 59 SECONDS EAST 89.48 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST 90.87 FEET; THENCE NORTH 01 DEGREE 41 MINUTES 58 SECONDS EAST 100.00 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 02 SECONDS WEST 58.81 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 01 DEGREE 41 MINUTES 58 SECONDS EAST ANGLE OF 51 DEGREES 16 MINUTES 17 SECONDS 201.34 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 48 SECONDS WEST 78.44 FEET; THENCE SOUTH 52 DEGREES 58 MINUTES 14 SECONDS WEST 100.00 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 46 SECONDS WEST 202.02 FEET; THENCE NORTH 81 DEGREES 37 MINUTES 09 SECONDS WEST 22.43 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 332.97 FEET; THENCE NORTH 66 DEGREES 34 MINUTES 32 SECONDS WEST 188.51 FEET; THENCE NORTH 50 DEGREES 13 MINUTES 01 SECOND WEST 140.88 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 08 SECONDS EAST 433.97 FEET; TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 43 DEGREES 12 MINUTES 52 SECONDS WEST 235.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 17 MINUTES 08 SECONDS 193.94 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 102.51 FEET; TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 335.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 38 MINUTES 11 SECONDS 243.44 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 11 SECONDS WEST 36.52 FEET; THENCE NORTH 47 DEGREES 51 MINUTES 49 SECONDS EAST 185.00 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 02 SECONDS EAST 109.66 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST 183.12 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST 645.57 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 39 SECONDS EAST 848.13 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS WEST 757.63 FEET TO THE POINT OF BEGINNING CONTAINING 23.355 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

CRISWOOD SURVING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
228 Federal Plaza, Suite 200
Des Moines, IA 50319
(515) 281-2888

EXHIBIT "A"

LEGAL DESCRIPTION
HACKBURY STREET CROSSING
COMMON AREA NO. 1

PART OF THE SOUTHWEST AND NORTHWEST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST (AS LINED BEARING) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 480.00 FEET; THENCE SOUTH 86 DEGREES 55 MINUTES 38 SECONDS EAST 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST 2232.42 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 33 SECONDS WEST 1313.47 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 158.77 FEET; THENCE NORTH 84 DEGREES 46 MINUTES 08 SECONDS EAST 203.36 FEET; THENCE NORTH 84 DEGREES 46 MINUTES 08 SECONDS EAST 103.04 FEET; THENCE NORTH 51 DEGREES 50 MINUTES 54 SECONDS EAST 103.04 FEET; THENCE NORTH 40 DEGREES 08 MINUTES 42 SECONDS EAST 307.38 FEET; THENCE NORTH 22 DEGREES 51 MINUTES 57 SECONDS EAST 307.38 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 112.38 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 729.48 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS EAST 371.66 FEET; THENCE SOUTH 57 DEGREES 36 MINUTES 56 SECONDS WEST 40.83 FEET; THENCE NORTH 42 DEGREES 06 MINUTES 11 SECONDS WEST 320.71 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 12 SECONDS WEST 457.85 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS WEST 108.90 FEET; THENCE SOUTH 44 DEGREES 48 MINUTES 08 SECONDS WEST 11.68 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 08 SECONDS WEST 108.10 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 08 SECONDS WEST 18.36 FEET; THENCE SOUTH 85 DEGREES 37 MINUTES 46 SECONDS WEST 18.36 FEET; THENCE SOUTH 00 DEGREES 33 SECONDS EAST 1143.23 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS WEST 1909.58 FEET; THENCE NORTH 45 DEGREES 08 MINUTES 40 SECONDS EAST 504.89 FEET; THENCE NORTH 12 DEGREES 01 MINUTE 28 SECONDS EAST 534.13 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS EAST 642.80 FEET; THENCE SOUTH 82 DEGREES 45 MINUTES 56 SECONDS EAST 642.80 FEET; THENCE NORTH 34 DEGREES 01 MINUTE 20 SECONDS EAST 183.04 FEET; THENCE NORTH 49 DEGREES 11 MINUTES 15 SECONDS WEST 110.00 FEET; THENCE NORTH 49 DEGREES 11 MINUTES 15 SECONDS WEST 322.82 FEET; THENCE NORTH 42 DEGREES 19 MINUTES 45 SECONDS WEST 210.02 FEET; THENCE NORTH 83 DEGREES 14 MINUTES 13 SECONDS EAST 108.09 FEET; THENCE SOUTH 73 DEGREES 35 MINUTES 35 SECONDS EAST 222.59 FEET; THENCE NORTH 7 DEGREES 22 MINUTES 46 SECONDS EAST 249.76 FEET; THENCE SOUTH 15 DEGREES 37 MINUTES 14 SECONDS EAST 331.51 FEET TO A CURVE CONCAVE NORTHWESTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 74 DEGREES 22 NORTHWESTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 74 DEGREES 22 THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 40.49 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 450.03 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 450.03 FEET TO A CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST 615.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 10 SECONDS 24.18 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 02 SECONDS WEST 133.79 FEET; THENCE SOUTH 23 DEGREES 13 MINUTES 58 SECONDS EAST 178.00 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 02 SECONDS WEST 156.20 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 19 SECONDS WEST 190.70 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 332.72 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 247.56 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 45 SECONDS WEST 182.94 FEET; THENCE SOUTH 48 DEGREES 01 MINUTE 21 SECONDS WEST 182.94 FEET; THENCE NORTH 86 DEGREES 07 MINUTES 22 SECONDS WEST 348.00 FEET; THENCE NORTH 39 DEGREES 02 MINUTES 04 SECONDS WEST 201.56 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 48 SECONDS WEST 434.71 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 23 SECONDS EAST 339.54 FEET; THENCE SOUTH 72 DEGREES 54 MINUTES 07 SECONDS EAST 684.54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 27 SECONDS WEST 198.67 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 38 SECONDS EAST 809.35 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 274.03 FEET TO A CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 44 SECONDS EAST 422.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 10 SECONDS 117.34 FEET; THENCE SOUTH 67 DEGREES 36 MINUTES 47 SECONDS EAST 40.30 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 75 DEGREES 01 MINUTE 01 SECOND EAST 385.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 10 SECONDS 101.59 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 11 SECONDS EAST 304.10 FEET TO A CURVE CONCAVE NORTHWESTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 48 SECONDS WEST 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80 DEGREES 12 MINUTES 33 SECONDS 608.54 FEET; THENCE NORTH 00 DEGREE 10 MINUTES 27 SECONDS EAST 220.00 FEET; THENCE NORTH 72 DEGREES 54 MINUTES 07 SECONDS WEST 648.97 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST 346.19 FEET TO THE POINT OF BEGINNING CONTAINING 27.704 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus



EXHIBIT "A"

LEGAL DESCRIPTION
HICKORY STICK CROSSING
COMMON AREA NO. 2

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST
OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID
SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED
BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1789.89 FEET;
THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 398.58 FEET TO A CURVE
CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89
DEGREES 51 MINUTES 49 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS
123.85 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.28 FEET TO A
CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67
DEGREES 36 MINUTES 47 SECONDS WEST 385.00 FEET; THENCE ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE
NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE
SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88 DEGREES 51
MINUTES 49 SECONDS WEST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 19 SECONDS 27.85 FEET TO THE POINT
OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING ALONG LAST SAID
CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 44 MINUTES 44 SECONDS 218.23
FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 401.79 FEET TO A
CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 65
DEGREES 21 MINUTES 48 SECONDS EAST 505.00 FEET; THENCE ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 79.47 FEET; THENCE
NORTH 15 DEGREES 57 MINUTES 14 SECONDS WEST 234.00; THENCE NORTH 74 DEGREES 22
MINUTES 44 SECONDS EAST 40.00; THENCE SOUTH 15 DEGREES 37 MINUTES 14 SECONDS
EAST 234.00 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID
CURVE BEARS NORTH 74 DEGREES 22 MINUTES 44 SECONDS EAST 485.00 FEET; THENCE
SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 01
MINUTE 00 SECONDS 73.18 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 14 SECONDS
EAST 601.79 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID
CURVE BEARS SOUTH 65 DEGREES 21 MINUTES 46 SECONDS WEST 615.00 FEET; THENCE
SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 37 MINUTES
19 SECONDS 187.88 FEET; THENCE SOUTH 61 DEGREES 20 MINUTES 20 SECONDS EAST
945.41 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 18 SECONDS EAST 397.96 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST 30.00 FEET; THENCE SOUTH 88
DEGREES 54 MINUTES 30 SECONDS WEST 200.00 FEET; THENCE NORTH 14 DEGREES 29
MINUTES 31 SECONDS WEST 32.14 FEET; THENCE NORTH 33 DEGREES 53 MINUTES 16
SECONDS WEST 114.08 FEET; THENCE NORTH 34 DEGREES 31 MINUTES 28 SECONDS WEST
142.31 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 20 SECONDS WEST 950.27 FEET TO
THE POINT OF BEGINNING CONTAINING 3.704 ACRES MORE OR LESS SUBJECT TO ALL
PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTION.

PROJECTS plus

CHICAGO BRIDGE COMPANY

ONE NORTH LAKE STREET
CHICAGO, ILLINOIS 60601
(312) 321-1000

EXHIBIT "A"

LEGAL DESCRIPTION
HICKORY STICK CROSSING
COMMON AREA NO. 3

PART OF THE NORTHWEST WEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1789.89 FEET; THENCE NORTH 90 DEGREES 08 MINUTES 11 SECONDS WEST 388.58 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 80 DEGREES 51 MINUTES 49 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.03 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.28 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 34 MINUTES 47 SECONDS WEST 305.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 90 DEGREES 08 MINUTES 11 SECONDS WEST 278.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 245.88 FEET; THENCE NORTH 24 DEGREES 39 MINUTES 14 SECONDS WEST 601.79 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 80 DEGREES 21 MINUTES 48 SECONDS EAST 503.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 79.47 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 1069.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 112.67 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 74 DEGREES 22 MINUTES 40 SECONDS EAST 305.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES 24 MINUTES 22 SECONDS 332.20 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 08 SECONDS EAST 341.28 FEET; THENCE SOUTH 50 DEGREES 13 MINUTES 01 SECONDS EAST 40.30 FEET; THENCE SOUTH 48 DEGREES 47 MINUTES 08 SECONDS WEST 348.17 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 43 DEGREES 12 MINUTES 32 SECONDS EAST 263.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES 24 MINUTES 22 SECONDS 288.64 FEET; THENCE SOUTH 15 DEGREES 37 MINUTES 14 SECONDS EAST 112.67 FEET; THENCE SOUTH 74 DEGREES 22 MINUTES 46 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.704 ACRE MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS--OF--MAY EASEMENTS AND RESTRICTIONS.

PROJECTS *plus*

CHICAGOED ENGINEER COMPANY

ONE NORTH WABASH STREET, CHICAGO, ILLINOIS 60601
TEL: (312) 467-1000 FAX: (312) 467-1001

EXHIBIT "A"

LEGAL DESCRIPTION
HICKORY STICK CROSSING
COMMON AREA NO. 4

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 2714.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; NORTH 89 DEGREES 56 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 973.57 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS WEST 2876.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 49 MINUTES 24 SECONDS WEST ON AND ALONG SAID NORTH LINE 577.61 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 58 SECONDS EAST 304.58 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 01 SECONDS WEST 230.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 59 SECONDS WEST 404.53 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 00 DEGREES 24 MINUTES 59 SECONDS WEST 9.34 FEET TO A CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 35 MINUTES 01 SECONDS EAST 350.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 18 SECONDS 197.14 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 19 SECONDS EAST 173.12 FEET; THENCE SOUTH 48 DEGREES 51 MINUTES 48 SECONDS WEST 158.11 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 19 SECONDS WEST 170.71 FEET; THENCE NORTH 54 DEGREES 15 MINUTES 11 SECONDS WEST 15.24 FEET; THENCE SOUTH 80 DEGREES 57 MINUTES 04 SECONDS WEST 18.24 FEET; THENCE SOUTH 58 DEGREES 33 MINUTES 12 SECONDS WEST 28.81 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 50 SECONDS WEST 28.95 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 54 SECONDS WEST 26.95 FEET; THENCE 89 DEGREES 32 MINUTES 16 SECONDS WEST 102.34 FEET; THENCE NORTH 51 DEGREES 56 MINUTES 20 SECONDS WEST 41.99 FEET; THENCE NORTH 07 DEGREES 38 MINUTES 30 SECONDS WEST 49.71 FEET; THENCE NORTH 36 DEGREES 27 MINUTES 42 SECONDS EAST 227.40 FEET; THENCE NORTH 49 DEGREES 52 MINUTES 25 SECONDS EAST 27.83 FEET; THENCE NORTH 78 DEGREES 41 MINUTES 51 SECONDS EAST 27.83 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST 120.40 FEET TO THE POINT OF BEGINNING CONTAINING 2.389 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

CONTRACTS - EASEMENTS - RESTRICTIONS
201 N. WEST ST. SUITE 200
DES MOINES, IOWA 50319
(515) 281-1111

