

**INSTR. # 9554794**

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Ref. P.C. 1 subd 601

COVENANTS AND RESTRICTIONS

The undersigned, Westfield Investment Company, L.P., an Indiana Limited Partnership, the owner and developer (hereinafter "Developer") of the real estate described on the plat herein, does hereby layoff, plat and subdivide the same in accordance with the foregoing plat of Pine Ridge subdivision (hereinafter "Subdivision").

This Subdivision shall be known and designated as Pine Ridge, and shall be subject to the following restrictions which shall operate as perpetual covenants:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

2. All lots as shown on the plat herein shall be known as residential lots (hereinafter "Lots").

3. Drainage swales (ditches) along dedicated streets within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hamilton County Surveyor or the Town of Westfield, Indiana. Lot owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been installed as approved and permitted by the Hamilton County Surveyor.

4. Any Lot owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered or certified mail to repair said damage, after which time, if no action is taken, the Hamilton County Surveyor will cause said repairs to be accomplished, and the Lot owner shall be responsible for the payment of all expenses associated with such repairs, forthwith.

5. No home occupation shall be conducted or maintained on any Lot.

6. All water systems and methods of sewage disposal in this Subdivision must be in compliance with the regulations or procedures by the State Board of Health and rules and regulations of the Town of Westfield, Indiana.

7. No structure shall be erected, placed or permitted to remain upon any Lot in this subdivision, except one (1) single family dwelling house and one mini storage barn no greater than ninety-six (96) square feet in size. No home shall exceed two and one half (2½) stories or thirty-five (35) feet in height. Each single-family residence constructed upon a Lot within this subdivision shall include an attached two (2) car garage. The

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means of ingress and egress to said attached garage shall be over a hard surface driveway. All residences will require masonry on fifty percent (50%) of the front elevation of the first floor of the homes, excluding garage doors, windows, doors, gables, dormers, and return walls.

8. No residence shall be erected or maintained on any Lot in this Subdivision having a total living area, exclusive of open porches and garages, of less than one thousand one hundred (1100) square feet.

9. No structure shall be erected, placed or altered on any Lot in this Subdivision unless and until the plot plan showing the location of such structure, and plans and specifications for the building of such structure requiring a foundation have been approved as to conformity and harmony of external design and location with existing structures in the Subdivision and as to the topography and finished ground elevation of such Lot by Developer or any person to whom the right of such approval has been assigned by Developer; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if no written objection is received by the Lot owner within thirty (30) days of the receipt of all such plans by Developer. The right to approve such plans as set forth in this paragraph may be assigned by Developer to any other person or entity so long as the assignment is in writing and Developer may waive the rights herein to any successor or assign with respect to any Lot or Lots.

10. The owner of any Lot in the Subdivision shall at all times maintain the Lot and improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, each Lot owner shall:

- a. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- b. Remove all debris or rubbish.
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.
- d. Cut down or remove dead trees.
- e. Where applicable, prevent debris or foreign material from entering any pond, or, when any such debris has entered a pond from the Lot, remove same immediately, and maintain in a clean and orderly manner.

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

In the event that the owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer, or any owner of any Lot within the Subdivision shall have the right, but not the obligation, by and through its agent's and employees or contractors, to enter upon said Lot and repair, mow, clear 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. The cost therefor to Developer shall be collected in any reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

11. No noxious or offensive activities shall be carried on any Lot in the Subdivision, nor shall anything be done on any of said Lots that is or is likely to become an unreasonable annoyance or nuisance to any owner of another Lot in the Subdivision.

12. Front building setback lines are hereby established as shown on this plat. No buildings or structures of any kind shall be erected or maintained between the setback lines and property lines adjacent to the street. The strips of ground shown on this plat and marked "drainage and utility easements (D. & U.E.)" are reserved for the use of the public utilities for the installation of water and sewer mains, ducts, lines, wires and drainage facilities 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 on said strips of land, but owners of Lots in this Subdivision shall take their titles subject to the rights of the public utilities, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other Lots in this Subdivision.

13. No animals shall be kept or maintained on any Lot in the Subdivision, except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

14. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the Lots without the written consent of the Developer. Developer may assign the right to approve said equipment to Quail Ridge Homeowners Association, Inc. by doing so in writing.

15. No owner of any Lot in the Subdivision shall build or permit the building upon said Lot of any dwelling house that is to

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be used as a model home or exhibit house without permission to do so from the Developer.

16. No sump pump drains shall outlet onto the street.

17. Trees or shrubs shall be planted in the Hamilton County right-of-way or in the drainage or utility easements.

18. All swimming pools shall be in-ground pools and fenced and screened. The locations and screening shall be approved by the Developer or any person to whom the right has been assigned by the Developer.

19. Water from house footing drains, roof water drains or sump pumps may not be discharged into the sanitary sewer.

20. No boats, campers, trailers of any kind, or recreational vehicles of any kind shall be permitted to park anywhere in the subdivision for more than four (4) hours unless fully enclosed inside a building, or unless the same is necessary and incidental to Developer's business on the property.

21. Certain areas on the plat are designated by the Developer as Common Properties (also referred to as Greenspace). The Common Properties shall be made up of parks, open fields, ponds and/or other undeveloped land. The Common Properties are designated as such in perpetuity and no residential or commercial structures (including but not limited to community pools, clubhouses, etc.) shall be built on such Common Properties in the future, notwithstanding any future vote to the contrary by Lot owners.

22. Each resident shall be responsible for installing and maintaining a mailbox of a type and size approved by Developer which is identical in color, size, shape and configuration with other mailboxes in the subdivision. The Developer or the builder shall designate placement at curb front.

23. It is understood by the owners' successors in interest that the described real property lies in close proximity to an operating airport and that the operation of the airport and the landing and take-off of aircraft may generate high noise levels.

Therefore, in consideration of the issuance by the Indiana Department of Transportation of a permit pursuant to Indiana Code 8-21-10-1-b to construct a residential building or other building designed for noise sensitive uses on said real property in accordance with the terms of owners' application, owner(s) hereby covenant that they shall not initiate or support action in any court or before any governmental agency if the purpose of the action is to interfere with, restrict, or reduce the operation of the airport or the use of the airport by any aircraft. Owners further covenant that they shall not protest or object to the

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operation of the airport or the landing or take-off of aircraft before any court or agency of government. The covenants contained herein shall run with the land and shall be binding upon the owners, their successors, and assigns.

24. Any person or persons acquiring title to any portion of the real estate in this Subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hamilton County, Indiana, by Developer prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

25. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions, herein, it shall be lawful for any person owning real estate in this Subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

26. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force for twenty (20) years from the date of recording, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless a majority of the then owners of said Lots in this Subdivision vote to change said covenants in whole or in part.

27. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Nothing contained herein shall be construed or interpreted to restrict the activities of the Developer or any builder engaged in the Development of the Subdivisions or in the sale of Lots. During the Development Period, Developer or any such builder shall be entitled to engage in any activities and to construct, install, erect and maintain facilities, upon any portion of the Subdivisions at any time, as in the sole opinion of the Developer or such builder may be reasonably required, or convenient or incidental to, the development of the Subdivisions and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model homes, construction offices, sales offices and business offices.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants and Restrictions this 4th day of October, 1995.

WESTFIELD INVESTMENT COMPANY, L.P.  
Ralph L. Wilfong  
Ralph L. Wilfong, General Partner

STATE OF INDIANA }  
COUNTY OF HAMILTON } 66:

Before me, a Notary Public in and for said County and State, personally appeared Westfield Investment Company, L.P., by Ralph L. Wilfong, as General Partner, who acknowledged the execution of the foregoing Covenants and Restrictions.

Witness my hand and Notarial Seal this 4th day of October, 1995.

Patricia S. Kimmert  
Notary Public

My Commission Expires: July 31, 1996

Printed \_\_\_\_\_

My County of Residence: \_\_\_\_\_

PATRICIA S. KIMMERT  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JULY 31, 1996

95 OCT - 5 PM 21 20  
Patricia S. Kimmert  
Notary Public  
Hamilton County, IN

This instrument prepared by Charles A. Carlock (#17258-49), Kunz and Kunz, 320 N. Meridian Street, #528, Indianapolis, Indiana 46204.

Return to: 1350 Greyhound Court, Carmel, Indiana 46032.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made this 31 day of January 1992, BY WESTFIELD INVESTMENT COMPANY, L.P., which together with its successors or assigns, is herein referred to as "Declarant" or "Developer", upon the following described property, which is herein referred to as the "Property":

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

RECITALS

1. Declarant is the owner of the Property and is desirous of developing a business community which will encompass the Property in order to provide for the presentation of an overall character of said community; and
2. Declarant has deemed it desirable for the effective preservation of overall uniformity and character in said community that Developer approve certain design elements of the improvements contemplated by the lot owners in said business community for overall uniformity and aesthetic quality; and
3. Declarant desires to subject the Property together with such other additions as may hereafter be made thereto, to the covenants, conditions and restrictions (hereinafter referred to as "Restrictions") hereinafter set forth; and
4. Each original purchaser of any portion of the Property and all parties claiming title under each purchaser, whether or not an occupant of the Property, are herein referred to as "Owner." The provisions hereof shall be applicable to all Owners and occupants of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of said lots situated therein. All of the Restrictions shall run with the

Property and shall be binding upon the Developer and upon all parties and persons claiming under the undersigned, for the benefit of and limitation upon all future Owners of the Property as follows:

**ARTICLE I**

**PROPERTY COVERED**

The Restrictions shall cover the Property.

**ARTICLE II**

**TERM**

The Restrictions shall be in full force and effect upon the Property from the date of recording hereof until January 1, 2007, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless otherwise agreed by amendment as provided for herein.

**ARTICLE III**

**AMENDMENT**

The Restrictions may be amended from time to time by an instrument executed by Declarant and those owning seventy-five percent (75%) of the Property on a square foot of land basis. All amendments pursuant to this Article III shall become effective when recorded in the real property records of Hamilton County, Indiana.

**ARTICLE IV**

**DEDICATED ROADWAY**

Declarant has dedicated a roadway upon said real estate for public use in order to provide access to the lots and lands of the business community, which dedication is recorded as instrument numbers 9709702519 in the Office of the Recorder of Hamilton County, Indiana.



The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS my signature this 31<sup>st</sup> day of January, 1997

WESTFIELD INVESTMENT COMPANY, L.P.

Robert L. Wilfong by  
BY: Robert L. Wilfong his attorney  
in fact.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON

Subscribed and sworn to before me, a notary public in and for said County and State, personally appeared Robert L. Wilfong the General Partner of Westfield Investment Company, L.P., who acknowledged the execution of the foregoing document.

Witness my hand and seal this 31<sup>st</sup> day of January, 1997.

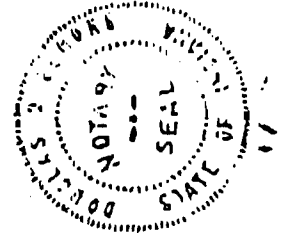
DOUGLAS D. ELMORE  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JULY 10, 2000

[Signature]  
Notary Public

Printed \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



This instrument prepared by Christopher A. Poling (#18983-40), KUNZ & OPPERMAN, P.C., 135 N. Pennsylvania Street, Suite 2550, Indianapolis, IN 46201.

9709704330  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L. CLARK  
On 02-06-1997 At 11:07 AM.  
DEC COV REB 36.00

EXHIBIT 'A'

NO. 5500 P. 11724

North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, follows:

Beginning at a point on the North line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East that is 100.00 feet South 84 degrees 40 minutes 35 seconds West (assumed bearing) measured on said North line from the Northeast corner of said Northeast Quarter thence South 00 degrees 34 minutes 25 seconds East parallel with the East line of said Northeast Quarter 813.00 feet thence North 88 degrees 34 minutes 25 seconds East parallel with the North line of said Northeast Quarter 383.18 feet thence South 00 degrees 34 minutes 25 seconds East parallel with said East line to the Northernly line of PINE RIDGE, SECTION TWO, a subdivision in Hamilton County, Indiana, the Secondary Survey of which is recorded on Slide 719 in Plat Cabinet No. 1, as Instrument Number 1609540410 in the Office of the Recorder of Hamilton County, Indiana thence South 88 degrees 13 minutes 58 seconds West on the North line of said subdivision 75.43 feet to the Northwest corner of Lot #22 in said subdivision; thence South 90 degrees 34 minutes 25 seconds East on a westerly line of said subdivision 880.00 feet to the Northernly line of said subdivision; thence South 90 degrees 34 minutes 25 seconds East a total distance of 1141.38 feet thence North 01 degree 18 minutes 25 seconds West 818.50 feet thence South 88 degrees 13 minutes 58 seconds West 188.84 feet to a point on a non-tangent curve, the radius point of which lies South 88 degrees 13 minutes 58 seconds East from said point; thence Northeast, curving to the right on a curve with an arc distance of 80.88 feet to the point of tangency of said curve at a point that is 875.00 feet North 81 degrees 25 seconds West of the radius point of said curve; thence North 08 degrees 38 minutes 35 seconds East on an arc distance of 182.02 feet to the point of curvature of a curve to the left, the radius point of which lies North 27 minutes 18 seconds East of the radius point of said curve; thence North 81 degrees 01 minute 28 seconds West with said curve 338.88 feet to the North line of the Northwest Quarter of said Section 2 thence North 88 degrees 03 minutes 03 seconds East on said North line 25.00 feet to the Northwest corner of the Northeast Quarter of said Section 2 thence North 88 degrees 21 minutes 21 seconds East on the North line of said Northeast Quarter 952.55 feet to a close of beginning, containing 43.820 acres, more or less.

...in the right-of-way for Indiana State Road 32, per a petition to establish the width of the Westfield and ... filed September 8, 1922 in the Commissioners Court of Hamilton County, Indiana, and per an agreement ... Board of Commissioners of Hamilton County, Indiana, and Indiana State Highway Commission on September 18, 1922, establishing the width of said right-of-way as fifty feet in total, being centered upon the Congressional Township ... Township 18 North and Township 18 North.

... a "blanket type" easement granted to Indiana Bell Telephone Company, dated June 6, 1928 and recorded on page ... Miscellaneous Record 30 and the assignment of said easement on December 12, 1933 to A.T.&T. Communication of ... Incorporated, per a document recorded as Instrument Number 84-388 on pages 630 through 632 of Easement Record ... is found in the Office of the Recorder of Hamilton County, Indiana.

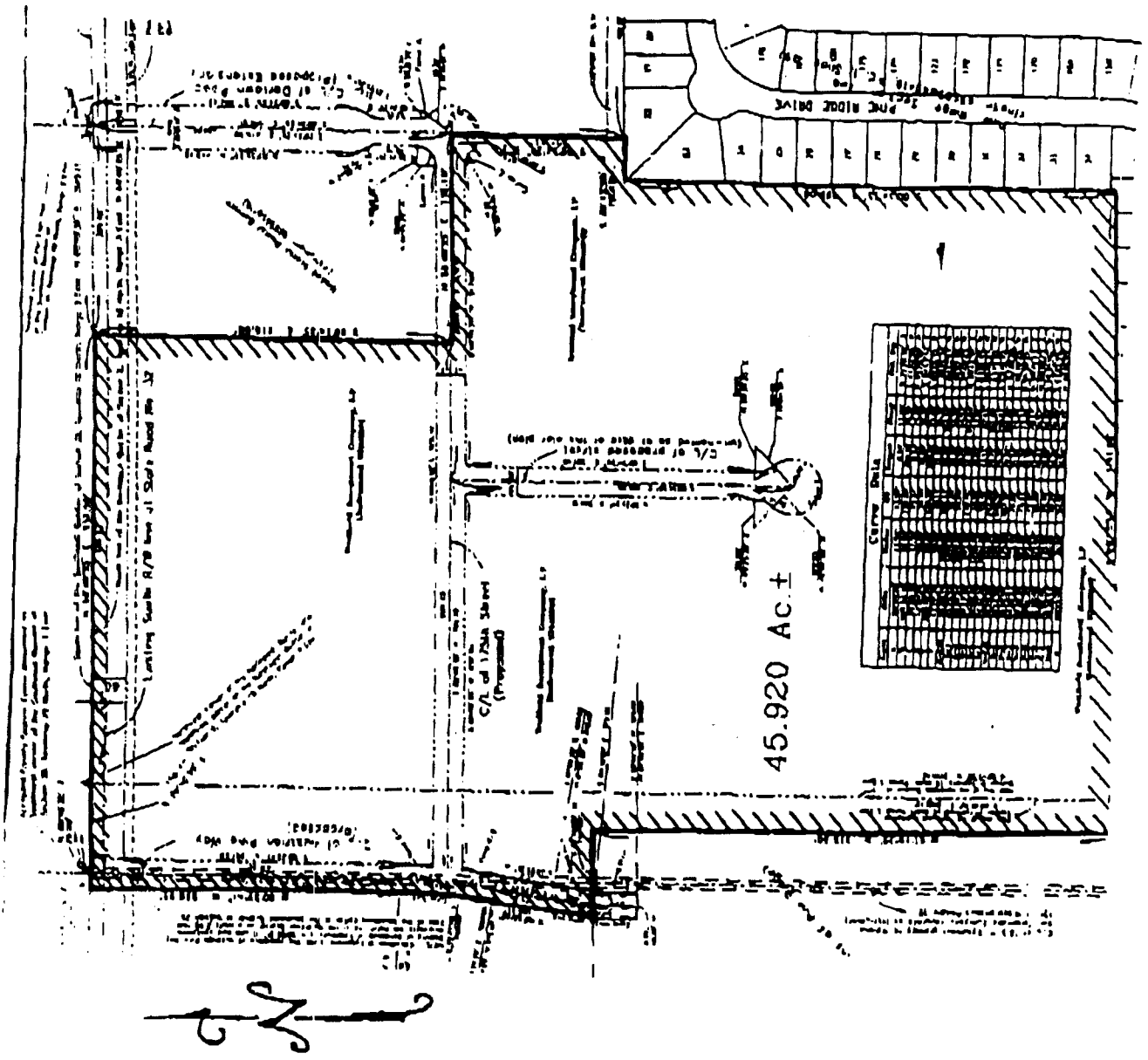
... an easement granted to GTE North, Inc. as found recorded as Instrument Number 9610878 in the Office of the ... of Hamilton County, Indiana.

... an easement granted to Indiana Bell Telephone Company, as found recorded as Instrument Number 2788 on page ... Miscellaneous Record 31 and the assignment of said easement to A.T.&T. Communication of Indiana, Incorporated, ... document recorded as Instrument Number 84-395 on pages 630 through 632 of Easement Record 1, all in the Office ... Recorder of Hamilton County, Indiana.

... all other legal easements and rights-of-way.

February 4, 1987

EXHIBIT 'A'



BEST POSSIBLE IMAGE

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
ON THE REAL ESTATE OF QUAIL RIDGE HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION was made this 24 day of February,  
1955, by WESTFIELD INVESTMENT COMPANY, L.P. (hereinafter sometimes  
referred to as "Developer");

**WITNESSETH THAT:**

**WHEREAS**, the Developer desires to develop a residential community which will encompass the property described in Article II of this declaration and desires to create on said property recreational facilities and other common facilities for the benefit of the community; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities of said community and for the operation and maintenance of said facilities, and to this end desires to subject the real estate described in Article II, together with such other additions as may hereafter be made thereto, to the covenants, restrictions, conditions and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; and

**WHEREAS**, Developer deems it desirable for the effective preservation of values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the facilities and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and

**WHEREAS**, there has been, or will be, incorporated under the laws of the State of Indiana as a not-for-profit corporation, Quail Ridge Homeowners Association, Inc., (hereinafter referred to as

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
BY QUAIL RIDGE HOMEOWNERS ASSOCIATION, INC.**

This Declaration made this 24<sup>th</sup> day of October, 1991, by WESTFIELD INVESTMENT COMPANY, L.P. (hereinafter sometimes referred to as "Developer"),

**WITNESSETH THAT:**

WHEREAS, the Developer desires to develop a residential community which will encompass the property described in Article II of this Declaration and desires to create on said property recreational facilities and other common facilities for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the operation and maintenance of said facilities, and to this end desires to subject the real estate described in Article II, together with such other additions as may hereafter be made thereto, to the covenants, restrictions, conditions and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; and

WHEREAS, Developer deems it desirable for the effective preservation of values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the facilities and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and

WHEREAS, there has been, or will be, incorporated under the laws of the State of Indiana as a not-for-profit corporation, Quail Ridge Homeowners Association, Inc., (hereinafter referred to as

Homeowners Association) for the purpose of exercising and carrying out said functions.

NOW, THEREFORE, Westfield Investment Company, L.P., an Indiana limited partnership, hereby declares that the platted Lots and land located within Section One, as more fully set out in Article II, Section 1, of these Declarations and all platted Lots and lands that may be made additions to the Development as set out in Article II, Section 2, of these Declaration shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of Lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Developer and the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property and any part or parts thereof subject to such covenants and restrictions and shall inure to the benefit of the Developer and everyone of Developer's successors in title to any of the real estate in the Development. The Developer specifically reserves unto himself the right and privilege, prior to the recording of the plat of a particular Lot or tract within the Development to exclude any real estate as shown from the Declaration or to include additional real estate.

WESTFIELD INVESTMENT COMPANY, L.P.

**ARTICLE I**

**Definitions**

The following words, when used in this Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

- (a) "DEVELOPMENT" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof.
- (b) "Quail Ridge Properties" shall mean and refer to all properties and additions thereto owned by the Developer, including the one hundred three (103) acres platted and referred to in Article II, Section 1 and the one hundred four (104) acres referred to in Article II, Section 2(b).

**ARTICLE II**

**Property Subject to this Declaration and Provisions for Additions Thereto**

Section 1. Development. Developer is the owner or has an interest in and is in the process of developing approximately 103 acres, consisting of residential, recreational and commercial lands, and to that end has platted, or is platting Quail Ridge and Pine Ridge Subdivisions on 103 acres, the legal description of which is attached and marked Exhibit "A" and made a part of this Declaration, subject to the covenants and restrictions of this Declaration.

Section 2. Additions to the Development. Additional property may become subject to this Declaration in the following manner:

- (a) By Developer: Additional properties may be added to the Development and subject to the covenants and restrictions: (i) upon the filing and recording of a plat of the properties to be added, which plat shall incorporate this Declaration of Covenants and Restrictions by reference; or (ii) upon the filing and recording of a Supplementary Declaration of Covenants and Restrictions by Developer or his successors or assigns. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with this Section. In addition, such Supplemental Declaration may contain such complementary additions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no

... day of October,  
Patricia R. Emert  
Notary Public

PATRICIA R. EMERT  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JULY 31, 1996

County of Residence: \_\_\_\_\_

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Prepared By: Kunz and Kunz, 320 N. Meridian St., Indianapolis, IN 46204  
Return To: Wilfong Land Co., 1380 Grayhound Ct., Carmel, IN 46032

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EXHIBIT 'A'  
QUAR. RIDGE

Parcel B: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East 840.00 feet North 00 degrees 34 minutes 23 seconds West (assumed bearing) of the Southeast corner of said Northeast Quarter, thence North 00 degrees 34 minutes 23 seconds West on said East line 344.78 feet; thence South 88 degrees 38 minutes 51 seconds West 1245.00 feet; thence South 00 degrees 34 minutes 23 seconds East parallel with the East line of said Northeast Quarter 835.48 feet; thence South 88 degrees 48 minutes 00 seconds West 618.00 feet; thence South 81 degrees 29 minutes 53 seconds West 336.24 feet; thence South 88 degrees 29 minutes 11 seconds West 243.38 feet; thence North 79 degrees 37 minutes 47 seconds West 217.48 feet; thence North 88 degrees 03 minutes 29 seconds West 800.00 feet; thence North 33 degrees 31 minutes 41 seconds West 30.24 feet; thence North 51 degrees 08 minutes 02 seconds West 84.77 feet; thence North 13 degrees 34 minutes 12 seconds East 170.00 feet to a point on a non-tangent curve, the radius point of which lies Southeastly, curving to the left on said curve, an arc distance of 21.31 feet to a point that is 175.00 feet South 06 degrees 35 minutes 30 seconds West of the radius point of said curve; thence North 01 degree 18 minutes 28 seconds West 472.88 feet; thence North 48 degrees 52 minutes 32 seconds West 181.33 feet; thence North 29 degrees 14 minutes 23 seconds West 173.13 feet; thence North 01 degree 19 minutes 28 seconds West 32.85 feet; thence South 88 degrees 00 minutes 38 seconds West 472.43 feet to a point that is 1334.00 feet North 00 degrees 58 minutes 20 minutes West from a point on the South line of the North Half of said Section 2, that is 86.00 feet East of the Southeast corner of the West Half of the Northeast Quarter of said Section 2; thence South 00 degrees 58 minutes 20 seconds East 1384.00 feet to said point on the South line of said North Half; thence North 88 degrees 13 minutes 58 seconds East on the South line of said North Half 3088.82 feet to a point that is 800.00 feet West of the Southeast corner of said North Half; thence North 00 degrees 34 minutes 23 seconds West parallel with the East line of said Northeast Quarter 840.00 feet; thence North 88 degrees 13 minutes 58 seconds East parallel with the South line of said North Half 860.00 feet to the place of beginning, containing 68.477 acres, more or less.

Subject to the Statutory Easement for the Right-of-Way for the Edwin M. Osborne Log Cabin as set out in Order Book 876 of the Circuit Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1988

EXHIBIT 'A'  
PIND RIDGE

Parcel C: Part of the North Half of Section 2, Township 18 North,  
in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, T. 18 N., R. 3 E., East 1226.78 feet North 00 degrees 34 minutes 25 (assumed bearing) of the Southeast corner of said Northeast Quarter South 88 degrees 36 minutes 21 seconds West 1248.08 feet thence degrees 34 minutes 28 seconds East parallel with the East line of the Northeast Quarter 433.48 feet thence South 88 degrees 48 minutes 48 seconds West 618.08 feet thence South 81 degrees 28 minutes 58 seconds North 79 degrees 38 minutes 47 seconds West 217.48 feet thence degrees 48 minutes 28 seconds West 368.00 feet thence North 33 minutes 41 seconds West 38.24 feet thence North 01 degree 48 minutes 54.77 feet thence North 13 degrees 34 minutes 12 seconds 80.00 feet to a point on a non-tangent curve, the radius point of 178.00 feet North 13 degrees 34 minutes 12 seconds East of said Southeastern, curving to the left on said curve, an arc distance of 178.00 feet South 06 degrees 38 minutes 30 seconds to a point that is 178.00 feet South 06 degrees 38 minutes 30 seconds West 472.88 feet thence North 01 degree 19 minutes 32 seconds West 472.88 feet thence North 48 degrees 22 minutes 32 seconds North 81 degree 18 minutes 28 seconds West 163.13 feet thence North 28 degrees 14 minutes 22 seconds West 163.13 feet 40 minutes 38 seconds West 472.43 feet to a point that is 1366.8 degrees 56 minutes 28 minutes West from a point on the South in Half of said Section 2, that is 88.00 feet East of the Southeast corner West Half of the Northwest Quarter of said Section 2, thence North 84 minutes 28 seconds West on a line that intersects the South in North Half of said point that is 88.00 feet East of the Southeast corner West Half of said Northwest Quarter, a distance of 277.00 feet to a point that is 80.00 feet East of the East line of said West Half thence North 40 minutes 38 seconds East 1202.17 feet to a point that is 870.26 degree 08 minutes 25 seconds East on a line that is perpendicular North line of the Northeast Quarter of said Section 2 and extends degree 08 minutes 25 seconds East from a point on the North in Northeast Quarter that is 2738.00 feet South 88 degrees 40 minutes West of the Northwest corner of said Northeast Quarter thence South 88 minutes 28 seconds East on said perpendicular line 218.58 feet that is 800000 feet North of the South line of the North Half of 2; thence North 88 degrees 13 minutes 58 seconds East parallel with the 1141.88 feet to a point that is 1570.00 feet South 88 degrees 58 seconds West of the East line of said Northeast Quarter thence degrees 38 minutes 25 seconds West parallel with said East line 88 a point that is 1570.00 feet North 00 degrees 34 minutes 28 seconds South line of said North Half, thence North 88 degrees 13 minutes East parallel with said South line 1870.00 feet to the East line of the Northeast Quarter, thence South 00 degrees 34 minutes 28 seconds East line 348.22 feet to the place of beginning, containing 68.848 or less.

Subject to the Statutory Easement for the Right-of-Way for the E  
Legal Drain as set out in Order Book 874 of the Circuit Court of  
County, Indiana, and to all other legal easements and rights-of-way

Dated February 14, 1993

EXHIBIT B

Parcel B. Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 2, Township 18 North, Range 3 East; thence South 88 degrees 40 minutes 38 seconds West (assumed bearing) on the North line of said Northwest Quarter 2738.00 feet thence South 81 degree 00 minutes 23 seconds East on a line that is perpendicular with said North line 1728.78 feet to a point that is 0000000 feet North of the South line of the North Half of said Section 2 thence North 08 degrees 13 minutes 58 seconds East parallel with said South line 1141.88 feet to the East line of said Northwest Quarter thence North 08 degrees 34 minutes 28 seconds West parallel with said East line 660.00 feet to a point that is 1270.00 feet North 08 degrees 34 minutes 28 seconds West of the South line of said North Half thence North 88 degrees 13 minutes 58 seconds East parallel with said South line 1570.00 feet to the East line of said Northwest Quarter thence North 08 degrees 34 minutes 28 seconds West on said East line 104.94 feet to the place of beginning, containing 80.000 acres, more or less.

Subject to the Easement for the Right-of-Way for the Anna Kendall Legal Drain, an open ditch crossing the above described real estate.

Subject to the Easement for the Right-of-Way for the Edwin M. DeBane Legal Drain as set out in Order Book 974 of the Circuit Court of Hamilton County, Indiana.

Subject to the Right-of-Way for State Road No. 32, per an Agreement made between the Board of County Commissioners of Hamilton County, Indiana and the Indiana State Highway Commission on September 18, 1922 and a Petition to change and establish the width of the Westfield and Lebanon Road filed on September 8, 1922 in the Commissioners Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Parcel D. Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at a point on the North line of the Northwest Quarter of Section 2, Township 18 North, Range 3 East that is 2732.00 feet South 88 degrees 40 minutes 38 seconds West (assumed bearing) from the Northwest corner of said Northwest Quarter thence South 81 degree 00 minutes 23 seconds East on a line that is perpendicular with said North line 270.28 feet thence South 88 degrees 40 minutes 38 seconds West 1202.17 feet to a point that is 60.00 feet East of the East line of the West Half of the Northwest Quarter of said Section 2 and 1184.88 feet North 08 degrees 34 minutes 28 seconds West from a point on the South line of the North Half of said Section 2, that is 84.00 feet East of the Southwest corner of the West Half of the Northwest Quarter of said Section 2 thence North 01 degree 25 minutes 04 seconds West 840.40 feet to a point that is 84.00 feet East of the East line of said West Half thence North 08 degrees 11 minutes 42 seconds East 371.18 feet to a point on the North line of said West Half thence North 88 degrees 44 minutes 03 seconds East on the North line of said Northwest Quarter 1113.02 feet to the Southwest corner of the Southwest Quarter of Section 38, Township 18 North, Range 3 East; thence North 88 degrees 40 minutes 38 seconds East on the South line of said Southwest Quarter, being also the North line of the aforesaid Northwest Quarter of Section 2, a distance of 80.14 feet to the place of beginning, containing 24.000 acres, more or less.

Subject to the Right-of-Way for State Road No. 32, per an Agreement made between the Board of County Commissioners of Hamilton County, Indiana and the Indiana State Highway Commission on September 18, 1922 and a Petition to change and establish the width of the Westfield and Lebanon Road filed on September 8, 1922 in the Commissioners Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1935

16.00  
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**MEMORANDUM**

**MEMORANDUM OF NAME CHANGE OF  
QUAIL RIDGE HOMEOWNERS ASSOCIATION, INC. TO  
QUAIL RIDGE/PINE RIDGE HOMEOWNERS ASSOCIATION, INC.**

THIS MEMORANDUM, made this 29th day of April, 1996, by WESTFIELD INVESTMENT COMPANY, L.P. (hereinafter sometimes referred to as "Developer"),

**W I T N E S S E T H T H A T:**

WHEREAS, Developer is developing a residential community, the legal description of which is attached and marked Exhibit "A" and made a part of this Memorandum; and

WHEREAS, Developer prepared and executed its Declaration of Covenants and Restrictions of Quail Ridge Homeowners Association, Inc., which was recorded on October 25, 1995, as Instrument Number 9557682; and

WHEREAS, Developer has amended the name of Quail Ridge Homeowners Association, Inc. to Quail Ridge/Pine Ridge Homeowners Association, Inc.; and

WHEREAS, Developer intends for all of the real estate described in Exhibit "A", to be bound by the Declaration of Covenants and Restrictions of Quail Ridge Homeowners Association, Inc. as recorded on October 25, 1995, as Instrument Number 9557682.

NOW, THEREFORE, Developer hereby gives notice of the name change of Quail Ridge Homeowners Association, Inc. to Quail Ridge/Pine Ridge Homeowners Association, Inc. and declares that the real estate described in Exhibit "A" shall be fully and completely bound by the previously recorded Declaration of Covenants and Restrictions of Quail Ridge/Pine Ridge Homeowners, Inc., subsequent to the Homeowners Association's name change to Quail Ridge/Pine Ridge Homeowners, Inc.

950962290  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 05-30-1996 At 03:35 pm.  
MEMO 16.00  
Vol. 0 Page 0

IN WITNESS WHEREOF, the undersigned has executed this Memorandum the day and year first above written.

WESTFIELD INVESTMENT COMPANY,  
LIMITED PARTNERSHIP

By: *Ralph L. Wilfong II Attorney in fact for Ralph L. Wilfong*  
Ralph L. Wilfong, Trustee of The  
Ralph L. Wilfong Revocable Trust.  
Agreement, General Partner

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, Trustee of The Ralph L. Wilfong Revocable Trust Agreement, General Partner, and who, having been duly sworn, acknowledged the execution of the foregoing Memorandum of Name Change of Quail Ridge Homeowners Association, Inc. to Quail Ridge/Pine Ridge Homeowners Association, Inc. and stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 30TH day of APRIL, 1996.

WANDA MORAN  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JUNE 21, 1999

*Wanda Moran*  
Notary Public  
WANDA MORAN  
Printed Name

Commission Expires:  
06/21/99

County of Residence:  
HAMILTON

This instrument prepared by Charles A. Carlock, Kunz and Kunz, 320 N. Meridian Street, Suite 528, Indianapolis, Indiana 46204.

Return to Wilfong Land Co., 1350 Greyhound Court, Carmel, Indiana 46032.

CORPORAT\M256\KEM.CHG/CAC/rs

EXHIBIT 'A'  
QUAIL RIDGE

Parcel B: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East 880.00 feet North 00 degrees 34 minutes 28 seconds West (assumed bearing) of the Southeast corner of said Northeast Quarter; thence North 00 degrees 34 minutes 28 seconds West on said East line 364.78 feet thence South 88 degrees 38 minutes 51 seconds West 1245.08 feet thence South 00 degrees 34 minutes 28 seconds East parallel with the East line of said Northeast Quarter 838.45 feet; thence South 88 degrees 48 minutes 08 seconds West 818.08 feet thence South 81 degrees 29 minutes 28 seconds West 354.24 feet thence South 88 degrees 28 minutes 11 seconds West 243.38 feet; thence North 78 degrees 35 minutes 47 seconds West 217.48 feet; thence North 88 degrees 42 minutes 28 seconds West 888.08 feet thence North 33 degrees 51 minutes 41 seconds West 39.24 feet thence North 01 degree 44 minutes 02 seconds West 84.77 feet; thence North 13 degrees 34 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve, the radius point of which lies 175.00 feet North 13 degrees 34 minutes 12 seconds East of said point; thence Southeast, curving to the left on said curve, on arc distance of 21.31 feet to a point that is 175.00 feet South 08 degrees 38 minutes 30 seconds West of the radius point of said curve; thence North 01 degree 18 minutes 28 seconds West 472.88 feet thence North 48 degrees 52 minutes 32 seconds West 181.33 feet thence North 28 degrees 14 minutes 22 seconds West 183.13 feet; thence North 01 degree 18 minutes 28 seconds West 32.83 feet; thence South 88 degrees 48 minutes 38 seconds West 472.43 feet to a point that is 1384.80 feet North 00 degrees 34 minutes 28 seconds West from a point on the South line of the North Half of said Section 2, that is 88.00 feet East of the Southeast corner of the West Half of the Northeast Quarter of said Section 2; thence South 00 degrees 34 minutes 28 seconds East 1384.80 feet to said point on the South line of said North Half; thence North 88 degrees 13 minutes 28 seconds East on the South line of said North Half 3085.82 feet to a point that is 880.00 feet West of the Southeast corner of said North Half; thence North 00 degree 34 minutes 28 seconds West parallel with the East line of said Northeast Quarter 880.00 feet; thence North 88 degrees 13 minutes 28 seconds East parallel with the South line of said North Half 880.00 feet to the place of beginning, containing 88.477 acres, more or less.

Subject to the Statutory Easement for the Right-of-Way for the Edwin M. Osborne Loyal Drain as set out in Order Book 874 of the Circuit Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1883

BEST POSSIBLE IMAGE

### EXHIBIT 'A' FINE RIDGE

Parcel C: Part of the North Half of Section 2, Township 18 North, in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, T. 18 N., R. 3 E., S. 2 E. (assumed bearing) of the Southeast corner of said Northeast Quarter South 88 degrees 36 minutes 51 seconds West 1243.08 feet thence South 34 minutes 25 seconds East parallel with the East line of a Northeast Quarter 838.48 feet thence South 88 degrees 48 minutes West 618.08 feet thence South 81 degrees 29 minutes 58 seconds West thence South 88 degrees 29 minutes 11 seconds West 243.38 North 78 degrees 38 minutes 47 seconds West 217.48 feet thence South 42 minutes 28 seconds West 880.00 feet thence North 33 minutes 41 seconds West 26.34 feet thence North 01 degree 48 minutes 54.77 feet thence North 13 degrees 34 minutes 12 seconds 50.00 feet to a point on a non-tangent curve, the radius point of 178.00 feet North 13 degrees 34 minutes 12 seconds East of said point Southeastward, curving to the left on said curve, an arc distance of 173.00 feet South 08 degrees 35 minutes 30 seconds to the radius point of said curve; thence North 01 degree 18 minutes West 472.85 feet; thence North 48 degrees 52 minutes 32 seconds West; thence North 28 degrees 14 minutes 22 seconds West 163.13 North 01 degree 18 minutes 28 seconds West 32.85 feet; thence South 40 minutes 35 seconds West 472.43 feet to a point that is 1364.8 degrees 36 minutes 28 minutes West from a point on the South line of said Section 2, that is 84.00 feet East of the Southeast corner of the Northeast Quarter of said Section 2; thence North 68 minutes 28 seconds West on a line that intersects the South line of the North Half of said Section 2, a distance of 270.00 feet to a point that is 60.00 feet East of the East line of said West Half thence North 40 minutes 35 seconds East 1202.17 feet to a point that is 870.21 degree 08 minutes 25 seconds East on a line that is perpendicular North line of the Northeast Quarter of said Section 2 and extends degree 08 minutes 25 seconds East from a point on the North line Northeast Quarter that is 2738.00 feet South 88 degrees 40 minutes West of the Northeast corner of said Northeast Quarter; thence East 08 minutes 25 seconds East on said perpendicular line 818.30 feet that is 800000. feet North of the South line of the North Half of a 2; thence North 88 degrees 13 minutes 58 seconds East parallel to line 1161.88 feet to a point that is 1570.00 feet South 88 degrees 48 seconds West of the East line of said Northeast Quarter; thence South 34 minutes 28 seconds West parallel with said East line to a point that is 1870.00 feet North 00 degrees 34 minutes 25 seconds South line of said North Half; thence North 88 degrees 13 minutes East parallel with said South line 1570.00 feet to the East line of the Northeast Quarter; thence South 00 degrees 34 minutes 28 seconds East line 343.22 feet to the place of beginning, containing 48.848 or less.

Subject to the Statutory Easement for the Right-of-Way for the E. Legal Drain as set out in Order Book 714 of the Circuit Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1955

**BEST POSSIBLE IMAGE**

