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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 SOUTH LAKE  
 A RESIDENTIAL DEVELOPMENT  
 IN GREENWOOD, INDIANA**



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The undersigned **BAINBRIDGE SOUTH LAKE LLC**, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as the South Lake Subdivision ( the "Subdivision") initially including The Trails at South Lake Section One ("The Trails") comprising Lots 1 to 53 and The Preserve at South Lake Section Two ("The Preserve") comprising Lots 54 to 101, imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future Owners (as hereinafter defined) of any Lot in the Subdivision.

**DECLARATIONS**

All Lots within the Subdivision, shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of ten (10) 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 the turnover of the Master Association to the Owners a majority of the then Owners in the 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 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.

**Article 1. Use Restrictions**

1.01 Each Lot within the Subdivision shall be used for single family residential purposes only. "Residence" shall mean a single family detached residence located on a Lot. However, the Developer, its agents or assigns, may use the Lot for construction and sales purposes during any building and sales period. An "Owner" shall mean and refer to the record title Owner of a Lot in the Subdivision, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design,

spacing, quality, use, construction materials, color scheme, grading plan and finished grade elevation for said improvements.

1.03 Residences within the Subdivision shall have the following minimum square footage, exclusive of basements, open porches, garages and other unheated areas. Each Residence shall have an attached garage with space for not less than two (2) automobiles.

	<u>1 Story</u>	<u>2 Story</u>
The Preserve	1,400	1,800
The Trails	1,200	1,600

1.04 All structures or improvements commenced by an Owner within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 Two carriage lights on the garage or a front yard light providing dusk to dawn lighting are to be installed on each Residence at the time of construction. The Owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any Lot.

1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architecture Control Committee approval as to location, color and other aesthetic conditions.

1.08 No Residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line show on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Lot.

1.11 No business activities of any kind shall be conducted on any Lot or open space in the Subdivision without the approval of the Master Association; provided, however, that the foregoing

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shall not apply to the business activities of Developer or the construction, sale or maintenance of Lots by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Lot unless housed within a garage building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of seven (7) consecutive days.

1.14 No Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Master Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Lot or on any Residence thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept on a Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any Owner. The Master Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise a Lot or Residence for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

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1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Lot.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Lot.

1.24 Nothing shall be done, placed or stored on any Lot which may endanger the health or unreasonably disturb the occupants of neighboring Residence.

1.25 Each Owner within the Subdivision, upon acquisition of title to a Lot, shall automatically become a member of the Master Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Lot and such membership shall terminate upon the sale or other disposition by such member of such Lot ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.27 Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the other Owners.

1.28 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway or alley line. No tree shall be permitted to remain within such distances of such areas unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

1.29 South Lake will be developed into two separate sub areas (hereinafter described as an "Area" or specifically as The Preserve at South Lake ("The Preserve"), and The Trails at South Lake ("The Trails"). Each Area may have supplemental use restrictions, covenants and assessment levels in addition to those provided for in this Declaration. Each Area may establish its own sub declaration ("Area Declaration") or homeowners association ("Area Association") to provide for additional covenants, conditions, restrictions or assessments specific to its Area. In the event of any conflict between Area Declarations and this document, this document shall prevail.

1.30 It shall be lawful for the Developer, City of Greenwood, Johnson County, the Master Association or Owner within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

## **Article 2. Additional Drainage Easement Restrictions**

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

2.01 No Owner shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Master Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, City of Greenwood, Johnson County, the Master Association or any Owners within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

## **Article 3. Homeowners' Association**

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Master Association") to promote the common interest of all Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Master Association shall be comprised of all Owners in the Subdivision. Developer reserves the right to expand the membership and duties of the Master Association to include other areas or sections of the Subdivision to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "Expansion Property", the Owners of which may, at the option of Developer, be required to become members of the Master Association. If the

Developer elects to develop Expansion Property and elects to include the Owners in any portion of the Expansion Property as members in the Master Association and to expand the Master Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Master Association and detailing the additional rights and obligations of the Master Association.

Each Area (The Preserve or The Trails) by a majority vote of Owners in said Area or by Developer prior to turnover may establish an Area Association and record an Area Declaration to promote the common interest of said Area to provide for; additional common maintenance, additional use restrictions, additional covenants, additional services and supplemental assessments to fund said maintenance or services, for the benefit of all Owners in said Area.

3.02 (a) "Common Areas" means (i) all portions of the Subdivision (including improvements thereto) shown on any plat of a part of the Subdivision which are not located on Lot and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Master Association from time to time, Common Areas may be located within a public right-of-way or in an easement area as shown on the Plat.

(b) "Common Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and related improvements thereon and the performance of the responsibilities and duties of the Master Association, including, without limitation, expenses for the improvement, operation, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot including reserves for replacement of improvements, furniture, fixtures or equipment, except for lawn maintenance as described herein, (unless located on an easement located on a Lot to the extent the Master Association deems it necessary to maintain such easement) (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements, (iii) all judgments, liens and valid claims against the Master Association, (iv) all expenses incurred in the administration of the Master Association and (vi) may include if applicable, expenses associated with trash pick-up within the Subdivision.

3.03 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed of between three (3) and nine (9) members. The initial members of the Board of Directors shall be selected by Developer. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Lot within the Subdivision and 100% of all Lot within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one board member from each Area shall serve on the board on a continuous basis.

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3.04 The Master Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any wall, monument or fencing;
- (h) operations, maintenance and repair of any community pools, buildings, playgrounds, pathways or other common area amenities;
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.05 For the purpose of providing funds to carry out the responsibilities of the Master Association hereunder, the Master Association shall be empowered to levy, assess and collect from each Owner in the Subdivision an amount up to Four Hundred Dollars (\$400.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Four Hundred Dollars (\$400.00) per Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 2005. If the Master Association elects to provide trash pick-up service through the Master Association as provided for in Section 3.02 (b) (vi) hereof, the cost of trash pick-up shall be assessed in addition to the Four Hundred Dollars (\$400.00) described herein. Any fees assessed by the Master Association in excess of Four Hundred Dollars (\$400.00), plus the cost of trash pick-up if applicable per Lot per year, or its adjusted equivalent, must be approved by a majority of the Owners.

In addition to the assessment set forth above, upon the initial conveyance of each Lot to the first Owner other than Developer or builder, the Owner shall pay to the Master Association, in addition to any other amount then owed or due to the Master Association, as a contribution to the working capital of the Master Association and its start-up fund, an amount equal to Two Hundred Dollars (\$200.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Master Association with

respect to such Lot. The working capital and start-up fund shall be held and used by the Master Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Master Association for its early period of operation to enable the Master Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors.

3.06 In addition to Regular Assessments, the Board of Directors of the Master Association may make special assessments against each Lot (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Master Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Master Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members ~~of each class of members~~ of the Master Association, if more than one, who cast votes in person or by proxy at a duly constituted meeting of the members of the Master Association called for such purpose.

The Board of Directors of the Master Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Master Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

3.07 Neither the Developer, nor any builder or any related entity being expressly exempted by Developer, shall be assessed any portion of any Regular or Special Assessment during the development period of the Subdivision until one hundred percent (100%) of all Lot within the Subdivision and one hundred percent (100%) of all Lot within the Expansion Property, if any, have been developed and made a part of the Subdivision.

3.08 Any amount assessed or levied hereunder by the Master Association against an Owner shall become a lien on each Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Master Association may file with the Johnson County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Lot against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage,



foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Lot which become due and payable prior to the time such holder or purchaser takes title to the Lot.

3.09 No member of the Board of Directors shall be liable to the Owner(s) or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Master 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 any contract made by the Board of Directors on behalf of the Master Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Master Association.

3.10 The Master 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 Master Association, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the performance of his duties. The Master Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director was not guilty of gross negligence or willful 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 Master 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 Master 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.

3.11 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Master Association may be exercised by Developer until such time as the Master Association is formed and control thereof transferred to the Owners. At such time as control of the Master Association is transferred to the Owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Lot on which a Residence has not yet been completed and occupied, so long as Developer clearly identifies the Lot for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Lot until such time as a Residence has been completed on that Lot and occupied by the homebuyer.

3.12 At the option of the Master Association, trash and refuse disposal for each Lot will be provided by the Master Association on a weekly basis. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence construction. No Lot shall be used or maintained as a dumping ground for trash.

Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

#### **Article 4. Architectural Control Committee**

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Master Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in Article 3.03 hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the Board of Directors of the Master Association. One member of the Committee shall be from each Area. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the Committee shall comprise one lot Owner from each Area at all times.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the Owners in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall

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comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

**Article 5. Other Conditions**

5.01 All transfers and conveyances of each and every Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Owner or Owners found to be in violation.

5.05 So long as Developer maintains control of the Master Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Subdivision, but (i) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Owners, and each Owner, by the acceptance of a deed to a Lot within the Subdivision, consents to this reserved right.

5.06 Once Developer has turned over control of the Master Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Owners in the

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Subdivision so long as such amendment does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent.

5.07 Only the Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

**Article 6. Property Rights**

6.01 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Owner's Lot, subject to the following provisions:

- (i) the right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;
- (ii) the right of the Master Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner violates any rules or regulations of the Master Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;
- (iii) the right of the Master Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Master Association such as trash collection (at the Master Association's option), snow removal, grass mowing or like service;
- (iv) the right of the Master Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;
- (v) the right of the Master Association to enforce collection of any fines or regular or special assessments through the imposition of a lien;
- (vi) the rights of Developer as provided in this Declaration and in any plat of any part of the Subdivision;
- (vii) the terms and provisions of this Declaration;
- (viii) the easements reserved elsewhere in this Declaration and in any plat of any part of the Subdivision; and
- (ix) the right of the Master Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

6.02 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Master Association and any reasonable nondiscriminatory rules and regulations promulgated by the Master Association from time to time.

6.03 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Common Areas to the Master Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Master Association.

**Article 7. Maintenance**

7.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Master Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any drainage utility and sewer easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Lot. If an Owner fails to do so in a manner satisfactory to the Master Association, the Master Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon to a condition acceptable to the Master Association. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessment in general. Neither the Master Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7.02 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Master Association is required to maintain hereunder, the Master Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Master Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of the Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Master Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Master Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Master Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a builder, and its

**COPY**

Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

IN WITNESS WHEREOF, said Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 25th day of April, 2005.

**BAINBRIDGE SOUTH LAKE LLC,**  
By: Republic Development LLC,  
an Ohio limited liability company, managing member

By: *L M M*  
Lawrence M. Moon, Executive Vice President

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2005, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, managing member of Bainbridge South Lake LLC.



*Dawn M. Sundstrom*  
Notary Public

DAWN M. SUNDSTROM  
Notary Public, State of Ohio  
My Commission Expires 04-18-09

This document prepared by: Christopher D. Long, Esq.  
Krieg DeVault LLP  
2800 One Indiana Square  
Indianapolis, Indiana 46204

**COPY** SURVEYOR'S CERTIFICATE  
LAND DESCRIPTION

Part of the Southwest Quarter and Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southeast Corner of the said Southwest Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (Assumed Bearing) along the East Line of the said Southwest Quarter Section a distance of 674.64 feet to the BEGINNING POINT; thence North 87 degrees 59 minutes 06 seconds West a distance of 151.61 feet; thence South 04 degrees 46 minutes 26 seconds West a distance of 17.79 feet; thence North 84 degrees 45 minutes 35 seconds West a distance of 60.00 feet; thence South 04 degrees 46 minutes 26 seconds West a distance of 5.86 feet; thence North 84 degrees 45 minutes 35 seconds West a distance of 74.80 feet; thence South 70 degrees 20 minutes 11 seconds West a distance of 65.16 feet; thence North 89 degrees 47 minutes 13 seconds West a distance of 264.78 feet; thence North 12 degrees 54 minutes 36 seconds East a distance of 39.87 feet; thence North 89 degrees 36 minutes 28 seconds West a distance of 113.21 feet; thence North 64 degrees 40 minutes 27 seconds West a distance of 60.00 feet to a curve having a radius of 430.00 feet, the radius point of which bears South 64 degrees 40 minutes 27 seconds East; thence Northeasterly along said curve on arc distance of 34.29 feet to a point which bears North 60 degrees 06 minutes 20 seconds West from said radius point; thence North 60 degrees 06 minutes 20 seconds West a distance of 100.57 feet; thence North 30 degrees 51 minutes 55 seconds East a distance of 139.88 feet; thence North 33 degrees 47 minutes 26 seconds East a distance of 20.02 feet; thence North 28 degrees 17 minutes 29 seconds East a distance of 184.13 feet; thence North 48 degrees 25 minutes 43 seconds East a distance of 112.11 feet; thence North 24 degrees 51 minutes 14 seconds West a distance of 91.49 feet; thence North 23 degrees 12 minutes 49 seconds West a distance of 60.00 feet; thence South 66 degrees 47 minutes 11 seconds West a distance of 0.59 feet; thence North 23 degrees 12 minutes 49 seconds West a distance of 84.19 feet; thence North 44 degrees 52 minutes 01 seconds West a distance of 54.68 feet; thence North 21 degrees 05 minutes 58 seconds West a distance of 194.09 feet; thence North 29 degrees 24 minutes 44 seconds West a distance of 120.00 feet; thence North 59 degrees 58 minutes 53 seconds East a distance of 111.34 feet to a curve having a radius of 330.00 feet, the radius point of which bears North 65 degrees 09 minutes 02 seconds East; thence Northerly along said curve on arc distance of 29.62 feet to the point of reverse curvature of a curve having a radius of 14.00 feet, the radius point of which bears South 70 degrees 17 minutes 33 seconds West; thence Northwesterly along said curve on arc distance of 16.94 feet to a point which bears North 00 degrees 57 minutes 10 seconds East from said radius point; thence North 89 degrees 02 minutes 50 seconds West a distance of 20.50 feet; thence North 00 degrees 57 minutes 10 seconds East a distance of 60.00 feet to a curve having a radius of 14.00 feet, the radius point of which bears North 00 degrees 57 minutes 10 seconds East; thence Northeasterly along said curve on arc distance of 23.35 feet to the point of reverse curvature of a curve having a radius of 330.00 feet, the radius point of which bears North 85 degrees 23 minutes 08 seconds East from said radius point; thence Northerly along said curve on arc distance of 134.21 feet to a point which bears North 71 degrees 18 minutes 43 seconds West from said radius point; thence North 18 degrees 41 minutes 17 seconds East a distance of 32.71 feet; thence South 71 degrees 18 minutes 43 seconds East a distance of 60.00 feet; thence South 31 degrees 33 minutes 52 seconds East a distance of 168.79 feet; thence South 47 degrees 55 minutes 53 seconds East a distance of 304.36 feet; thence South 87 degrees 47 minutes 53 seconds East a distance of 416.76 feet; thence South 28 degrees 01 minutes 24 seconds East a distance of 188.70 feet; thence South 50 degrees 25 minutes 19 seconds West a distance of 108.04 feet; thence South 09 degrees 35 minutes 33 seconds West a distance of 101.32 feet to the Northeast Corner of the Southeast Quarter of the said Southwest Quarter Section; thence South 02 degrees 00 minutes 54 seconds West along the East Line of the said Southwest Quarter Section a distance of 683.75 feet to the BEGINNING POINT, containing 19.655 acres, more or less.

This subdivision consists of 53 Lots, numbered 1 through 53 and Common Areas together with streets and easements as shown hereon.

SURVEYOR'S CERTIFICATE  
LAND DESCRIPTION

Part of the Southwest Quarter and Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING of the Northeast Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 59 seconds West (Assumed Bearing) along the North Line of the said Southwest Quarter Section a distance of 629.97 feet to the Northeast Corner of a tract of land recorded as Instrument Number 98-22550 in the office of the recorder of Johnson County, Indiana (the next two (2) described courses being along the East and South Lines of said tract of land); thence South 01 degrees 05 minutes 29 seconds West a distance of 255.19 feet; thence North 89 degrees 07 minutes 31 seconds West a distance of 292.68 feet; thence South 02 degrees 05 minutes 10 seconds West a distance of 304.54 feet; thence South 89 degrees 55 minutes 59 seconds West, parallel with the North Line of said Southwest Quarter Section, a distance of 350.57 feet to a curve having a radius of 14.00 feet, the radius point of which bears North 00 degrees 04 minutes 01 seconds West; thence Northwesterly along said curve on arc distance of 22.49 feet to a point which bears North 88 degrees 01 minutes 25 seconds West from said radius point; thence North 01 degrees 58 minutes 35 seconds East a distance of 465.46 feet; thence North 45 degrees 57 minutes 17 seconds East a distance of 35.98 feet; thence North 89 degrees 55 minutes 59 seconds East, parallel with the North Line of the said Southwest Quarter Section, a distance of 341.07 feet to the West Line of said tract of land recorded as Instrument Number 98-22550; thence North 02 degrees 05 minutes 29 seconds East along the said West Line a distance of 50.04 feet to the North Line of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 59 seconds West along the said North Line a distance of 473.00 feet; thence South 00 degrees 04 minutes 01 seconds East a distance of 50.00 feet; thence South 44 degrees 02 minutes 43 seconds East a distance of 34.72 feet; thence South 01 degrees 56 minutes 35 seconds West a distance of 479.97 feet; thence South 01 degrees 29 minutes 11 seconds East a distance of 82.78 feet; thence South 88 degrees 01 minutes 25 seconds East a distance of 70.00 feet; thence North 01 degrees 58 minutes 35 seconds East a distance of 11.76 feet to a curve having a radius of 14.00 feet, the radius point of which bears South 88 degrees 01 minutes 25 seconds East; thence Northwesterly along said curve on arc distance of 21.49 feet to a point which bears North 00 degrees 04 minutes 01 seconds West from said radius point; thence North 89 degrees 55 minutes 59 seconds East, parallel with the said North Line, a distance of 363.59 feet to a curve having a radius of 920.00 feet, the radius point of which bears South 00 degrees 04 minutes 01 seconds East; thence Southeasterly along said curve on arc distance of 98.16 feet to the point of compound curvature of a curve having a radius of 14.00 feet, the radius point of which bears South 06 degrees 02 minutes 46 seconds West; thence Southeasterly along said curve on arc distance of 23.08 feet to a point which bears South 71 degrees 18 minutes 43 seconds East from said radius point; thence South 71 degrees 18 minutes 43 seconds East a distance of 60.00 feet; thence South 31 degrees 33 minutes 52 seconds East a distance of 168.79 feet; thence South 47 degrees 55 minutes 53 seconds East a distance of 304.36 feet; thence South 87 degrees 47 minutes 53 seconds East a distance of 416.76 feet; thence South 28 degrees 01 minutes 24 seconds East a distance of 188.70 feet; thence North 50 degrees 25 minutes 19 seconds East a distance of 74.89 feet; thence North 27 degrees 19 minutes 11 seconds West a distance of 62.77 feet; thence North 06 degrees 51 minutes 32 seconds East a distance of 82.18 feet; thence North 24 degrees 35 minutes 37 seconds East a distance of 80.42 feet; thence North 53 degrees 59 minutes 01 seconds East a distance of 42.99 feet; thence South 89 degrees 40 minutes 40 seconds East a distance of 116.01 feet; thence North 42 degrees 18 minutes 34 seconds East a distance of 49.86 feet; thence North 02 degrees 31 minutes 55 seconds East a distance of 80.89 feet to a curve having a radius of 345.00 feet, the radius point of which bears South 11 degrees 56 minutes 48 seconds West; thence Easterly along said curve on arc distance of 21.50 feet to a point which bears North 15 degrees 33 minutes 02 seconds East from said radius point; thence North 15 degrees 33 minutes 02 seconds East a distance of 161.21 feet; thence North 34 degrees 20 minutes 48 seconds West a distance of 147.16 feet to a curve having a radius of 170.00 feet, the radius point of which bears South 37 degrees 46 minutes 30 seconds East; thence Northwesterly along said curve on arc distance of 9.61 feet to a point which bears North 34 degrees 32 minutes 10 seconds West from said radius point; thence North 34 degrees 32 minutes 10 seconds West a distance of 60.00 feet to a curve having a radius of 14.00 feet, the radius point of which bears North 34 degrees 32 minutes 10 seconds West; thence Westerly along said curve on arc distance of 16.00 feet to the point of reverse curvature of a curve having a radius of 230.00 feet, the radius point of which bears South 30 degrees 56 minutes 52 seconds West; thence Northwesterly along said curve on arc distance of 25.60 feet to a point which bears North 24 degrees 34 minutes 12 seconds East from said radius point; thence North 00 degrees 24 minutes 39 seconds East a distance of 190.11 feet to the South Line of a tract of land recorded as Instrument Number 91-17810 in the office of the Recorder of Johnson County, Indiana (the next two (2) described courses being along the South and West Lines of said tract of land); thence North 90 degrees 00 minutes 00 seconds West, parallel with the North Line of the Southeast Quarter of said Section 10, a distance of 240.05 feet to the West Line of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East along the said West Line a distance of 260.14 feet to the BEGINNING POINT, containing 24.493 acres, more or less.

This subdivision consists of 48 Lots, numbered 54 through 101 and Common Areas together with streets and easements as shown hereon.



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

IMAGE/COPY PROPERTY OF JOHNSON COUNTY ~~SOUTH LAKE~~ CITY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

**TO PROVIDE FOR THE ADDITION OF  
SOUTH LAKE TRAILS, SECTION 6**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Trails, Section 6, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 266 and 267 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.



Doc ID: 004697360003 Type: MTG  
Kind: AMENDMENT  
Recorded: 08/10/2010 at 02:38:05 PM  
Fee Amt: \$18.00 Page 1 of 3  
Workflow# 0000018991-0001  
Johnson County-Recorded as Presented  
Sue Anne Misiniec Recorder

File **2010-015862**

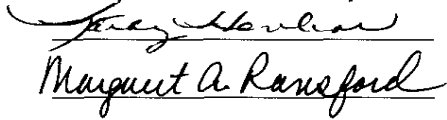
IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this **9th day of August, 2010.**

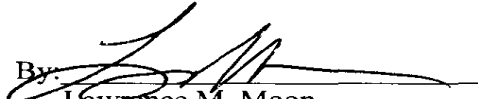
IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an Indiana  
limited liability company

By: **REPUBLIC DEVELOPMENT LLC**,  
Managing Member

  
Margaret A. Ransford

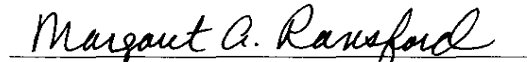
By:   
Lawrence M. Moon  
Executive Vice President

STATE OF OHIO        )  
                              ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 9th day of August, 2010, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MARGARET A. RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2012

  
Margaret A. Ransford  
Notary Public - State of Ohio  
My Commission Expires: 09/12/2012

## Exhibit A

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN, FOR LICENSE ONLY, NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.  
Part of the Southwest Quarter of Section 10, Township 13 North, Range 4 East of the Second  
Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING at the northwest corner of Block "H" in the Meadows at Bainbridge Section 5, Phase 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2006-009074 in the office of the recorder of Johnson County, Indiana, South 52 degrees 43 minutes 37 seconds East along the northeast line of said Block "H" a distance of 124.24 feet to a point along the north line in the Trails at South Lake Section 1, a subdivision in Johnson county, Indiana, the plat of which is recorded as Instrument No. 0000000000 in the office of the recorder of Johnson County, Indiana (the next two (2) described courses being along said north line); (1) North 48 degrees 25 minutes 43 seconds East a distance of 100.78 feet; (2) North 24 degrees 51 minutes 14 seconds West a distance of 91.49 to a point being the south Right-of-Way line of Winter Hawk Road in said Meadows at Bainbridge Section 5, Phase 1 (the next two (2) described courses being along said south Right-of-Way line); (1) South 66 degrees 47 minutes 11 seconds West a distance of 84.25 feet to a curve to the left having a radius of 170.00 feet, the radius point of which bears South 23 degrees 12 minutes 49 seconds East; Southwesterly along said curve an arc distance of 72.13 feet to a point which bears North 47 degrees 31 minutes 27 seconds West from said radius point to the BEGINNING POINT, containing 14,032 square feet or 0.322 acres, more or less.

This subdivision consists of 2 Lots, numbered 266 and 267 together easements as shown hereon.

Doc ID: 005959380003 Type: MIS  
Kind: MISCELLANEOUS  
Recorded: 03/30/2011 at 11:45:31 AM  
Fee Amt: \$16.00 Page 1 of 3  
Workflow# 0000029822-0003  
Johnson County-Recorded as Presented  
Jill L. Jackson County Recorder

SECOND AMENDMENT TO File **2011-006276**

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND**

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, **RESTRICTIONS FOR** FILE PURSUANT TO I.C. 36-2-7-10.

**SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
SOUTH LAKE TRAILS, SECTION 3**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Trails, Section 3, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 209 through 225 and 238 through 265 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

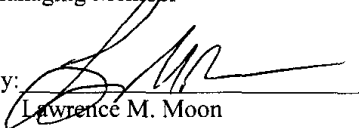
IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this **8th day of March, 2011**.  
1/31/11 COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company

By: REPUBLIC DEVELOPMENT LLC,  
Managing Member

*Margaret A. Ransford*  
*Colleen C. Cappelletty*

By:   
Lawrence M. Moon  
Executive Vice President

STATE OF OHIO     )  
                              ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 8th day of March, 2011, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MARGARET A. RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2012

*Margaret A. Ransford*  
Margaret A. Ransford  
Notary Public - State of Ohio  
My Commission Expires: 09/12/2012

## Exhibit A

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

Part of the Southwest Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southeast Corner of the said Southwest Quarter Section; thence North 89 degrees 58 minutes 14 seconds West (Assumed Bearing) along the South Line of the said Southwest Quarter Section a distance of 635.79 feet to the BEGINNING POINT; thence North 00 degrees 00 minutes 37 seconds East a distance of 209.64 feet; thence North 89 degrees 59 minutes 23 seconds West a distance of 10.23 feet; thence North 00 degrees 00 minutes 37 seconds East a distance of 120.00 feet; thence South 89 degrees 59 minutes 23 seconds East a distance of 62.00 feet; thence South 81 degrees 34 minutes 01 seconds East a distance of 123.33 feet; thence South 89 degrees 59 minutes 23 seconds East a distance of 60.00 feet; thence North 74 degrees 14 minutes 40 seconds East a distance of 89.14 feet; thence North 12 degrees 30 minutes 25 seconds East a distance of 137.13 feet; thence North 07 degrees 33 minutes 53 seconds West a distance of 62.00 feet; thence North 14 degrees 58 minutes 10 seconds West a distance of 119.00 feet to the South Line of The Trails at South Lake Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34017 in Plat Book D, Page 613, in the Office of the Recorder of Johnson County, Indiana (the next six (6) described courses being along said South Line); (1) North 89 degrees 47 minutes 13 seconds West a distance of 264.78 feet; (2) North 12 degrees 54 minutes 36 seconds East a distance of 39.87 feet; (3) North 69 degrees 36 minutes 28 seconds West a distance of 113.21 feet; (4) North 64 degrees 40 minutes 27 seconds West a distance of 60.00 feet to a curve having a radius of 430.00 feet, the radius point of which bears South 64 degrees 40 minutes 27 seconds East; (5) Northeasterly along said curve an arc distance of 34.29 feet to a point which bears North 60 degrees 06 minutes 20 seconds West from said radius point; (6) North 60 degrees 06 minutes 20 seconds West a distance of 100.57 feet; thence South 30 degrees 51 minutes 55 seconds West a distance of 194.01 feet; thence South 34 degrees 18 minutes 57 seconds West a distance of 36.33 feet; thence South 74 degrees 43 minutes 00 seconds West a distance of 57.08 feet; thence South 04 degrees 48 minutes 27 seconds West a distance of 110.61 feet; thence North 89 degrees 59 minutes 23 seconds West a distance of 308.34 feet to the West Line of the Southeast Quarter of said Southwest Quarter Section; thence South 01 degrees 59 minutes 23 seconds West along the said West Line a distance of 509.72 feet to the Southwest Corner of the Southeast Quarter of said Southwest Quarter Section; thence South 89 degrees 58 minutes 14 seconds East along the South Line of said Southwest Quarter Section a distance of 687.47 feet to the BEGINNING POINT, containing 12.254 acres, more or less.

This subdivision consists of 45 Lots, numbered 209 through 225, 238 through 265, together with streets and easements as shown hereon.

2000

4



Doc ID: 006558720004 Type: MIS  
Kind: DECLARE COVENANT RESTRICT  
Recorded: 01/02/2013 at 02:45:35 PM  
Fee Amt: \$20.00 Page 1 of 4  
Workflow# 0000059991-0001  
Johnson County-Recorded as Presented  
Jill L. Jackson County Recorder

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE P/F 1/16/13

2013-000095

**THIRD AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
THE PRESERVE AT SOUTH LAKE, SECTION 4A**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing The Preserve, Section 4A, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 102 through 104, 167 through 169, 171 through 183, 190 and 191 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

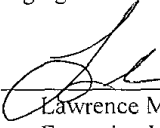
IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative, this 20<sup>th</sup> day of December, 2012.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company

By: REPUBLIC DEVELOPMENT LLC,  
Managing Member

*Colleen Cappelletti*  
*Meg Ransford*

By:   
Lawrence M. Moon  
Executive Vice President

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2012, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.

*Meg Ransford*  
Meg Ransford  
Notary Public - State of Ohio  
Residing in Lucas County  
My Commission Expires: 09-12-2017



MEG RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2017



**EXHIBIT A**  
**(page 1 of 2)**

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

The Preserve at South Lake Section 4A  
LAND DESCRIPTION

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the said Southeast Quarter Section (said corner also being a Northeasterly Corner of The Preserve at South Lake Section 2, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34018 in the Office of the Recorder of Johnson County, Indiana (the next eighteen (18) described courses being along the Easterly Line of said The Preserve at South Lake Section 2); (1) South 02 degrees 00 minutes 54 seconds West (Assumed Bearing) along the West Line of said Southeast Quarter Section a distance of 260.14 feet; (2) South 90 degrees 00 minutes 00 seconds East, parallel with the North Line of the said Southeast Quarter Section, a distance of 240.05 feet to the BEGINNING POINT; (3) South 00 degrees 24 minutes 39 seconds West a distance of 190.11 feet to a curve having a radius of 230.00 feet, the radius point of which bears South 24 degrees 34 minutes 12 seconds West; (4) thence Southeasterly along said curve an arc distance of 25.60 feet to the point of reverse curvature of a curve having a radius of 14.00 feet, the radius point of which bears North 30 degrees 56 minutes 52 seconds East; (5) thence Northeasterly along said curve an arc distance of 16.00 feet to a point which bears South 34 degrees 32 minutes 10 seconds East from said radius point; (6) South 34 degrees 32 minutes 10 seconds East a distance of 60.00 feet to a curve having a radius of 170.00 feet, the radius point of which bears South 34 degrees 32 minutes 10 seconds East; (7) thence Southwesterly along said curve an arc distance of 9.61 feet to a point which bears North 37 degrees 46 minutes 30 seconds West from said radius point; (8) South 34 degrees 20 minutes 48 seconds East a distance of 147.16 feet; (9) South 15 degrees 33 minutes 02 seconds West a distance of 161.21 feet to a curve having a radius of 345.00 feet, the radius point of which bears South 15 degrees 33 minutes 02 seconds West; (10) thence Northwesterly along said curve an arc distance of 21.50 feet to a point which bears North 11 degrees 58 minutes 48 seconds East from said radius point; (11) South 02 degrees 31 minutes 55 seconds West a distance of 80.89 feet; (12) South 42 degrees 18 minutes 34 seconds West a distance of 49.86 feet; (13) North 89 degrees 40 minutes 40 seconds West a distance of 116.01 feet; (14) South 53 degrees 59 minutes 01 seconds West a distance of 42.99 feet; (15) South 24 degrees 35 minutes 37 seconds West a distance of 80.42 feet; (16) South 06 degrees 51 minutes 32 seconds West a distance of 82.18 feet; (17) South 27 degrees 19 minutes 11 seconds East a distance of 62.77 feet; (18) South 50 degrees 25 minutes 19 seconds West a distance of 74.89 feet to the East Line of The Trails at South Lake Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34017 in the Office of the Recorder of Johnson County, Indiana; thence South 50 degrees 25 minutes 19 seconds West along the East Line of said The Trails at South Lake Section 1 a distance of 108.04 feet; thence South 09 degrees 35 minutes 33 seconds West

**EXHIBIT A**  
**(page 2 of 2)**

The Preserve at South Lake Section 4A  
LAND DESCRIPTION  
(cont.)

along the East Line of said The Trails at South Lake Section 1 a distance of 101.32 feet to the Southwest Corner of Northwest Quarter of the said Southeast Quarter Section; thence North 89 degrees 56 minutes 51 seconds East along the South Line of the Northwest Quarter of said Southeast Quarter Section a distance of 569.82 feet; thence North 00 degrees 03 minutes 09 seconds West a distance of 282.57 feet; thence North 30 degrees 50 minutes 49 seconds East a distance of 163.07 feet; thence North 65 degrees 30 minutes 58 seconds East a distance of 51.52 feet; thence North 71 degrees 03 minutes 42 seconds East a distance of 72.00 feet; thence North 75 degrees 22 minutes 29 seconds East a distance of 72.20 feet; thence North 18 degrees 56 minutes 18 seconds West a distance of 190.43 feet; thence South 71 degrees 03 minutes 42 seconds West a distance of 57.67 feet; thence North 18 degrees 56 minutes 18 seconds West a distance of 117.89 feet; thence South 79 degrees 28 minutes 19 seconds West a distance of 100.92 feet; thence South 74 degrees 42 minutes 39 seconds West a distance of 45.25 feet; thence North 88 degrees 29 minutes 46 seconds West a distance of 22.75 feet; thence North 00 degrees 24 minutes 39 seconds East a distance of 146.85 feet; thence North 89 degrees 35 minutes 21 seconds West a distance of 7.76 feet; thence North 00 degrees 24 minutes 39 seconds East a distance of 220.02 feet; thence North 86 degrees 49 minutes 30 seconds West a distance of 26.48 feet to the South Line of a tract of land recorded as Instrument Number 91-17810; thence North 90 degrees 00 minutes 00 seconds West, parallel with the North Line of the said Southeast Quarter Section and along the South Line of said tract of land recorded as Instrument Number 91-17810, a distance of 207.55 feet to the BEGINNING POINT, containing 9.300 acres, more or less.

1/20

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Doc ID: 006558780003 Type: MIS  
Kind: DECLARE COVENANT RESTRICT  
Recorded: 01/02/2013 at 02:59:47 PM  
Fee Amt: \$18.00 Page 1 of 3  
Workflow# 0000059996-0001  
Johnson County-Recorded as Presented  
Jackson County Recorder

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURPOSES

File 2013-000101

**FOURTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
TRAILS AT SOUTH LAKE, SECTION 5**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Trails, Section 5, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 192 through 208, and 226 through 237 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 20<sup>th</sup> day of December, 2012. NOTARY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company

By: REPUBLIC DEVELOPMENT LLC,  
Managing Member

Colleen Cappellotto  
Meg Ransford

By: Lawrence M. Moon  
Lawrence M. Moon  
Executive Vice President

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2012, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.

Meg Ransford  
Meg Ransford  
Notary Public - State of Ohio  
Residing in Lucas County  
My Commission Expires: 09-12-2017



MEG RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2017

## EXHIBIT A

### Trails at South Lake Section 5 LAND DESCRIPTION

A part of the Southwest Quarter of Section 10, Township 13, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING at the southeast corner of said Southwest Quarter; thence North 89 degrees 58 minutes 14 seconds West along the South line of said Southwest Quarter a distance of 635.79 feet to the east line of The Trails At South Lake Section 3, a subdivision in Johnson County, Indiana, recorded in Plat Book E page 40 A-D in the Office of the Recorder of Johnson County, Indiana, (the next ten (10) courses being along the easterly lines of said Section 3); (1) North 00 degrees 00 minutes 37 seconds East 209.64 feet; (2) North 89 degrees 59 minutes 23 seconds West 10.23 feet; (3) North 00 degrees 00 minutes 37 seconds East 120.00 feet; (4) South 89 degrees 59 minutes 23 seconds East 62.00 feet; (5) South 81 degrees 34 minutes 01 seconds East 123.33 feet; (6) South 89 degrees 59 minutes 23 seconds East 60.00 feet; (7) North 74 degrees 14 minutes 40 seconds East 89.14 feet; (8) North 12 degrees 30 minutes 25 seconds East 137.13 feet; (9) North 07 degrees 33 minutes 53 seconds West 62.00 feet; (10) North 14 degrees 58 minutes 10 seconds West 119.00 feet to a southerly line of The Trails at South Lake Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34017 in Plat Book D, Page 613, in said Recorder's Office, (the next six (6) described courses being along said southerly lines); (1) North 70 degrees 20 minutes 11 seconds East of 65.16 feet; (2) South 84 degrees 45 minutes 35 seconds East 74.80 feet; (3) North 04 degrees 46 minutes 26 seconds East 5.86 feet; (4) South 84 degrees 45 minutes 35 seconds East 60.00 feet; (5) North 04 degrees 46 minutes 26 seconds East 17.79 feet; (6) South 87 degrees 59 minutes 06 seconds East 151.61 feet to the East line of said Southwest Quarter; thence South 02 degrees 00 minutes 54 seconds West along the East line thereof a distance of 674.64 feet to the Point Of Beginning. Containing 7.326 acres more or less.

16

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Doc ID: 006905470003 Type: MIS  
Kind: DECLARE COVENANT RESTRICT  
Recorded: 02/21/2014 at 12:25:17 PM  
Fee Amt: \$16.00 Page 1 of 3  
Workflow# 0000082323-0001  
Johnson County-Recorded as Presented  
Jill L. Jackson County Recorder

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PUR

File **2014-002876**

**FIFTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 7A**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Preserve, Section 7A, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty-two (22) lots numbered 105 through 118, 163, 164, and 184 through 189** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 6<sup>th</sup> day of **December, 2013**.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

Meg Ransford  
Ein Ruf

By: [Signature]  
Lawrence M. Moon, Executive Vice President

STATE OF OHIO     )  
                          ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2013, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



**MEG RANSFORD**  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2017

Meg Ransford  
Notary Public, State of Ohio

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.

**EXHIBIT A**  
**LAND DESCRIPTION**

**The Preserve at South Lake, Section 7A**

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the said Southeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North line of said Southeast Quarter Section a distance of 1,320.15 feet to the Northeast Corner of the Northwest Quarter of said Southeast Quarter Section; thence South 01 degrees 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 65.04 feet to the south line of a Warranty Deed to the City of Greenwood, Indiana for the Right of Way of Worthsville Road as recorded as Instrument No. 2010-011444 in the Office of the Recorder of Johnson County, Indiana; thence South 90 degrees 00 minutes 00 seconds West along the south line of said Right of Way a distance of 322.74 feet to the POINT OF BEGINNING; thence South 01 degrees 24 minutes 29 seconds West a distance of 156.82 feet; thence South 00 degrees 22 minutes 39 seconds East a distance of 91.09 feet; thence South 13 degrees 07 minutes 22 seconds East a distance of 27.92 feet; thence South 01 degrees 59 minutes 31 seconds West a distance of 294.00 feet; thence South 17 degrees 05 minutes 42 seconds West a distance of 133.82 feet; thence North 72 degrees 54 minutes 18 seconds West a distance of 27.50 feet; thence South 17 degrees 05 minutes 42 seconds West a distance of 139.23 feet; thence North 76 degrees 29 minutes 16 seconds West a distance of 48.90 feet; thence North 84 degrees 58 minutes 57 seconds West a distance of 43.86 feet to the southeast corner of The Preserve at South Lake Section 4A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2013-000096 in the Office of the Recorder of Johnson County, Indiana (the next nine (9) described courses being along the easterly lines of said The Preserve at South Lake Section 4A); (1) North 18 degrees 56 minutes 18 seconds West a distance of 190.43 feet; (2) South 71 degrees 03 minutes 42 seconds West a distance of 57.67 feet; (3) North 18 degrees 56 minutes 18 seconds West a distance of 117.89 feet; (4) South 79 degrees 28 minutes 19 seconds West a distance of 100.92 feet; (5) South 74 degrees 42 minutes 39 seconds West a distance of 45.25 feet; (6) North 88 degrees 29 minutes 46 seconds West a distance of 22.75 feet; (7) North 00 degrees 24 minutes 39 seconds East a distance of 146.85 feet; (8) North 89 degrees 35 minutes 21 seconds West a distance of 7.76 feet; (9) North 00 degrees 24 minutes 39 seconds East a distance of 220.02 feet; thence South 86 degrees 49 minutes 30 seconds East a distance of 180.80 feet; thence North 00 degrees 28 minutes 09 seconds West a distance of 206.47 feet to the south line of said Warranty Deed to the City of Greenwood, Indiana; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Right of Way a distance of 351.45 feet to the Point of Beginning, containing 7.106 acres of land, more or less.





Doc ID: 007032890003 Type: MIS  
 Kind: DECLARE COVENANT RESTRICT  
 Recorded: 08/08/2014 at 03:09:31 PM  
 Fee Amt: \$41.00 Page 1 of 3  
 Workflow# 0000090646-0001  
 Johnson County Recorded as Presented  
 Jill Lut Jackson County Recorder.C. 36-2-7-10.

3

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE

File **2014-015157**

**SIXTH AMENDMENT TO  
 MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 SOUTH LAKE  
 TO PROVIDE FOR THE ADDITION OF  
 PRESERVE AT SOUTH LAKE, SECTION 7B**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Preserve, Section 7B, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty (20) lots numbered 119 through 136, 161 and 162** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

**Sales Disclosure NOT Required  
 Johnson County Assessor**

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 7 day of August, 2014.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

*Douglas B. Warner*  
Douglas B. Warner

By: *Lawrence M. Moon*  
Lawrence M. Moon, Executive Vice President

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF LUCAS    )

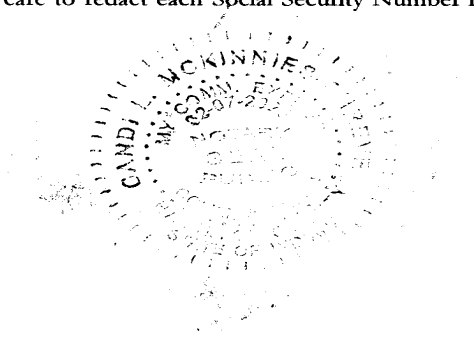
The foregoing instrument was acknowledged before me this 7 day of August, 2014, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.

*Candi L. McKinnies-Shreve*  
Notary Public



This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.



**EXHIBIT A**

**The Preserve at South Lake Section 7B  
LAND DESCRIPTION**

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the said Southeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North line of said Southeast Quarter Section a distance of 1,320.15 feet to the Northeast Corner of the Northwest Quarter of said Southeast Quarter Section; thence South 01 degrees 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 65.04 feet to the POINT OF BEGINNING; thence continuing South 01 degrees 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 714.71 feet; thence North 88 degrees 00 minutes 29 seconds West a distance of 150.78 feet to a point on a non-tangent curve to the right having a radius of 230.00 feet, the radius point of which bears North 60 degrees 45 minutes 06 seconds West; thence southwesterly along said curve an arc distance of 19.84 feet to a point of reverse curvature of a curve to the left having a radius of 14.00 feet, the radius point of which bears South 55 degrees 48 minutes 32 seconds East; thence southerly along said curve an arc distance of 16.86 feet to a point which bears South 55 degrees 12 minutes 14 seconds West from said radius point; thence South 66 degrees 07 minutes 30 seconds West a distance of 16.32 feet; thence South 54 degrees 22 minutes 34 seconds West a distance of 44.00 feet to a point on a non-tangent curve to the left having a radius of 170.00 feet, the radius point of which bears South 54 degrees 22 minutes 34 seconds West; thence northwesterly along said curve an arc distance of 4.79 feet to a point which bears North 52 degrees 45 minutes 37 seconds East from said radius point; thence South 44 degrees 45 minutes 00 seconds West a distance of 112.63 feet; thence North 76 degrees 29 minutes 16 seconds West a distance of 121.42 feet to the southeast corner of The Preserve at South Lake Section 7A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2014-002877 in the Office of the Recorder of Johnson County, Indiana (the next seven (7) described courses being along the Easterly Line of said The Preserve at South Lake Section 7A); (1) North 17 degrees 05 minutes 42 seconds East a distance of 139.23 feet; (2) South 72 degrees 54 minutes 18 seconds East a distance of 27.50 feet; (3) North 17 degrees 05 minutes 42 seconds East a distance of 133.82 feet; (4) North 01 degrees 59 minutes 31 seconds East a distance of 294.00 feet; (5) North 13 degrees 07 minutes 22 seconds West a distance of 27.92 feet; (6) North 00 degrees 22 minutes 39 seconds West a distance of 91.09 feet; (7) North 01 degrees 24 minutes 29 seconds East a distance of 156.82 feet to the south line of a Warranty Deed to the City of Greenwood, Indiana for the Right of Way of Worthsville Road as recorded as Instrument No. 2010-011444 in said Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Right of Way a distance of 322.74 feet to the Point of Beginning, containing 5.740 acres of land, more or less.



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Doc ID: 007206260003 Type: MIS  
Kind: MISCELLANEOUS  
Recorded: 03/20/2015 at 03:03:53 PM  
Fee Amt: \$17.00 Page 1 of 3  
Workflow# 0000101444-0001 INT TO I.C. 36-2-7-10.  
Johnson County-Recorded as Presented  
Jill L. Jackson County Recorder  
File **2015-005511**

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE OR USER OF WORKFLOW

**SEVENTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH LAKE  
  
TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 8**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Preserve, Section 8, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty-four (24) lots numbered 137 through 160 and Common Area B** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 10<sup>th</sup> day of February, 2015.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

Meg Ransford  
Claudia Witkowski

By: [Signature]  
Lawrence M. Moon, Executive Vice President

STATE OF OHIO        )  
                                ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2015, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2017

Meg Ransford  
Meg Ransford                      Notary Public

Residing in:                      Lucas County  
My commission expires:        09-12-2017

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.

**EXHIBIT A**

**The Preserve at South Lake Section 8  
LAND DESCRIPTION**

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Southeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North line of said Southeast Quarter Section a distance of 1,320.15 feet to the Northeast Corner of the Northwest Quarter of said Southeast Quarter Section; thence South 01 degree 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 779.75 feet to the POINT OF BEGINNING, said point also being the southeast corner of The Preserve at South Lake Section 7B, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2014-015158 in the Office of the Recorder of said County; thence continuing South 01 degree 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 577.39 feet to the Southeast Corner of said Quarter Quarter Section; thence South 89 degrees 56 minutes 51 seconds West along the South line of said Quarter Quarter Section a distance of 751.56 feet to the southeast corner of The Preserve at South Lake Section 4A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2013-000096 in said Recorders' Office, (the next fourteen (14) described courses being along the southerly lines of said The Preserve at South Lake Section 4A, the southerly lines of The Preserve at South Lake Section 7A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2014-002877 in said Recorder's Office, and the southerly lines of the aforementioned The Preserve at South Lake Section 7B); (1) North 00 degrees 03 minutes 09 seconds West a distance of 282.57 feet; (2) North 30 degrees 50 minutes 49 seconds East a distance of 163.07 feet; (3) North 65 degrees 30 minutes 58 seconds East a distance of 51.52 feet; (4) North 71 degrees 03 minutes 42 seconds East a distance of 72.00 feet; (5) North 75 degrees 22 minutes 29 seconds East a distance of 72.20 feet; (6) South 84 degrees 58 minutes 57 seconds East a distance of 43.86 feet; (7) South 76 degrees 29 minutes 16 seconds East a distance of 170.32 feet; (8) North 44 degrees 45 minutes 00 seconds East a distance of 112.63 feet to a point on a non-tangent curve to the right having a radius of 170.00 feet, the radius point of which bears South 52 degrees 45 minutes 37 seconds West; (9) Southeasterly along said curve an arc distance of 4.79 feet to a point which bears North 54 degrees 22 minutes 34 seconds East from said radius point; (10) North 54 degrees 22 minutes 34 seconds East a distance of 44.00 feet; (11) North 66 degrees 07 minutes 30 seconds East a distance of 16.32 feet to a point on a non-tangent curve to the right having a radius of 14.00 feet, the radius point of which bears North 55 degrees 12 minutes 14 seconds East; (12) Northerly along said curve an arc distance of 16.86 feet to a point of reverse curvature of a curve having a radius of 230.00 feet, the radius point of which bears which bears North 55 degrees 48 minutes 32 seconds West; (13) Northeasterly along said curve an arc distance of 19.84 feet to a point which bears South 60 degrees 45 minutes 06 seconds East from said radius point; (14) South 88 degrees 00 minutes 29 seconds East a distance of 150.78 to the Point of Beginning, containing 8.401 acres of land, more or less.

LM, 07/24/2014



Doc ID: 007548950004 Type: MIS  
Kind: MISCELLANEOUS  
Recorded: 04/21/2016 at 04:21:17 PM  
Fee Amt: \$20.00 Page 1 of 4  
Workflow# 0000123541-0001  
Johnson County-Recorded as Presentec  
Jill L. Jackson County Recorder

File **2016-008624**

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESA

**EIGHTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 9**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing **Preserve, Section 9** a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **forty-two (42) lots numbered 268 through 309 and Common Areas A, B and C** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 15<sup>th</sup> day of March, 2016.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

Meg Ransford  
Colleen Cappelletty

By: \_\_\_\_\_  
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO        )  
  ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2016, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



**MEG RANSFORD**  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2017

Meg Ransford  
Meg Ransford                                Notary Public  
Residing in:                                Lucas County  
My commission expires:                09-12-2017

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.



**EXHIBIT A**  
**(page 1 of 2)**  
**The Preserve at South Lake Section 9**  
**LAND DESCRIPTION**

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a stone at the Southwest Corner of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the West line of said Southeast Quarter a distance of 749.64 feet to the POINT OF BEGINNING, said point also being on the east line of The Trails at South Lake Section 1, the plat of which is recorded as Instrument No. 2005-34017 in Plat Book D, Page 613 in said Recorder's Office; thence continuing North 02 degrees 00 minutes 54 seconds East along the east line of said The Trails at South Lake Section 1 a distance of 608.75 feet to the southwest corner of The Preserve at South Lake Section 4A, the plat of which is recorded as Instrument No. 2013-000096 in Plat Book E, Page 79 in said Recorder's Office; thence North 89 degrees 56 minutes 51 seconds East along the south line of said The Preserve at South Lake Section 4A and along the south line of The Preserve at South Lake Section 8, the plat of which is recorded as Instrument No. 2015-005512 in Plat Book E, Page 165 in said Recorder's Office and the easterly prolongation thereof a distance of 1,323.31 feet; thence South 00 degrees 03 minutes 09 seconds East a distance of 148.20 feet; thence North 80 degrees 26 minutes 20 seconds East a distance of 5.37 feet; thence South 09 degrees 33 minutes 40 seconds East a distance of 44.00 feet; thence South 05 degrees 35 minutes 47 seconds East a distance of 144.37 feet; thence South 73 degrees 36 minutes 37 seconds East a distance of 65.92 feet; thence South 12 degrees 39 minutes 31 seconds East a distance of 142.11 feet; thence North 81 degrees 34 minutes 39 seconds East a distance of 125.68 feet to a point on a non-tangent curve to the right having a radius of 3,780.85 feet, the radius point of which bears South 79 degrees 44 minutes 02 seconds West; thence Southeasterly along said curve an arc distance of 156.26 feet to a tangent curve to the right having a radius of 170.00 feet, the radius point of which bears South 82 degrees 06 minutes 06 seconds West; thence Southeasterly along said curve an arc distance of 10.44 feet to a tangent curve to the right having a radius of 5,200.00 feet, the radius point of which bears South 85 degrees 37 minutes 10 seconds West; thence Southeasterly along said curve an arc distance of 15.35 feet to a point which bears North 85 degrees 47 minutes 19 seconds East from said radius point; thence South 85 degrees 47 minutes 19 seconds West a distance of 128.00 feet; thence South 03 degrees 25 minutes 39 seconds East a distance of 138.82 feet; thence South 01 degree 42 minutes 41 seconds East a distance of 138.81 feet; thence South 01 degree 06 minutes 13 seconds West a distance of 60.78 feet; thence South 27 degrees 26 minutes 45 seconds West a distance

**EXHIBIT A**

**(page 2 of 2)**

**The Preserve at South Lake Section 9  
LAND DESCRIPTION**

of 28.39 feet; thence South 67 degrees 25 minutes 04 seconds West a distance of 26.46 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 170.00 feet; thence North 74 degrees 51 minutes 31 seconds West a distance of 24.30 feet; thence North 06 degrees 01 minute 53 seconds East a distance of 119.20 feet; thence North 89 degrees 53 minutes 42 seconds East a distance of 102.81 feet; thence North 00 degrees 06 minutes 18 seconds West a distance of 268.43 feet; thence North 78 degrees 06 minutes 03 seconds West a distance of 199.51 feet; thence North 09 degrees 46 minutes 15 seconds East a distance of 88.46 feet; thence North 80 degrees 13 minutes 45 seconds West a distance of 60.92 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 59 degrees 20 minutes 01 second West; thence Northeasterly along said curve an arc distance of 5.11 feet to a point which bears South 80 degrees 13 minutes 45 seconds East from said radius point; thence North 09 degrees 46 minutes 15 seconds East a distance of 129.88 feet; thence North 87 degrees 46 minutes 37 seconds West a distance of 151.22 feet; thence North 83 degrees 39 minutes 49 seconds West a distance of 78.81 feet; thence North 85 degrees 16 minutes 06 seconds West a distance of 156.87 feet; thence South 80 degrees 45 minutes 22 seconds West a distance of 269.41 feet; thence South 40 degrees 42 minutes 41 seconds West a distance of 72.48 feet; thence South 16 degrees 55 minutes 20 seconds West a distance of 93.60 feet; thence South 05 degrees 41 minutes 41 seconds East a distance of 68.65 feet; thence South 00 degrees 06 minutes 18 seconds East a distance of 297.66 feet; thence North 89 degrees 53 minutes 42 seconds East a distance of 162.39 feet; thence South 07 degrees 41 minutes 49 seconds East a distance of 35.72 feet; thence South 32 degrees 53 minutes 39 seconds East a distance of 124.70 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 334.15 feet; thence North 52 degrees 44 minutes 26 seconds West a distance of 29.71 feet; thence North 10 degrees 25 minutes 39 seconds West a distance of 38.21 feet; thence North 02 degrees 11 minutes 31 seconds West a distance of 132.92 feet; thence North 00 degrees 54 minutes 56 seconds East a distance of 136.16 feet; thence North 02 degrees 00 minutes 54 seconds East a distance of 70.00 feet; thence North 87 degrees 59 minutes 06 seconds West a distance of 190.00 feet; thence North 02 degrees 00 minutes 54 seconds East a distance of 8.77 feet to a tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 87 degrees 59 minutes 06 seconds West; thence Northwesterly along said curve an arc distance of 21.99 feet to a point which bears North 02 degrees 00 minutes 54 seconds East from said radius point; thence North 87 degrees 59 minutes 06 seconds West a distance of 116.00 feet to the POINT OF BEGINNING, containing 19.440 acres of land, more or less.

2017-002476  
RECORDED ON  
02/01/2017  
2:01:38 PM  
JILL L JACKSON  
JOHNSON COUNTY  
RECORDER  
REC FEE: 18.00  
PAGES: 4

**NINTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 10**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

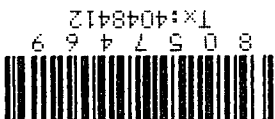
WHEREAS, Developer is developing **Preserve, Section 10** a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **thirty-six (36) lots numbered 310 through 345 and Common Area A** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision



had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 3<sup>rd</sup> day of January, 2017.

Signed and acknowledged  
in the presence of:

Meg Ransford  
Colleen Cappellotto

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

By: [Signature]  
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO     )  
                          ) SS:  
COUNTY OF LUCAS   )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2016, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2017

Meg Ransford  
Meg Ransford     Notary Public  
Residing in:             Lucas County  
My commission expires:     09-12-2017

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.

**EXHIBIT A**  
**(page 1 of 2)**

**The Preserve at South Lake, Section 10**  
**LAND DESCRIPTION**

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a stone at the Southwest Corner of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the West line of said Southeast Quarter a distance of 749.64 feet to a southwest corner of The Preserve at South Lake Section Nine, the plat of which is recorded as Instrument No. 2016-2016-008625 [Plat Book E, Pages 207 A, B, C, D, E, & F] in said Recorders Office, the next twenty-eight (28) courses are along the southerly lines of said Section Nine; (1) South 87 degrees 59 minutes 06 seconds East 116.00 feet to a point on a curve to the right having a radius of 14.00 feet, the radius point of which bears South 02 degrees 00 minutes 54 seconds West; (2) southeasterly along said curve an arc distance of 21.99 feet to a point which bears South 87 degrees 59 minutes 06 seconds East from said radius point; (3) South 02 degrees 00 minutes 54 seconds West 8.77 feet; (4) South 87 degrees 59 minutes 06 seconds East 190.00 feet; (5) South 02 degrees 00 minutes 54 seconds West 70.00 feet; (6) South 87 degrees 59 minutes 06 seconds East 69.14 feet; (7) South 37 degrees 52 minutes 38 seconds East 152.15 feet; (8) South 01 degrees 23 minutes 22 seconds West 201.83 feet; (9) North 89 degrees 53 minutes 42 seconds East 210.00 feet to the southeast corner of Common Area 'B' per said Section Nine Plat and the POINT OF BEGINNING; (10) North 32 degrees 53 minutes 39 seconds West 124.70 feet; (11) North 07 degrees 41 minutes 49 seconds West 72.60 feet; (12) North 10 degrees 27 minutes 03 seconds East 121.62 feet; (13) North 67 degrees 58 minutes 31 seconds West 110.51 feet; (14) North 37 degrees 52 minutes 38 seconds West 126.40 feet; (15) North 05 degrees 41 minutes 41 seconds West 68.65 feet; (16) North 16 degrees 55 minutes 20 seconds East 93.60 feet; (17) North 40 degrees 42 minutes 41 seconds East 72.48 feet; (18) North 80 degrees 45 minutes 22 seconds East 269.41 feet; (19) South 85 degrees 16 minutes 06 seconds East 156.87 feet; (20) South 83 degrees 39 minutes 49 seconds East 78.81 feet; (21) South 87 degrees 46 minutes 37 seconds East 151.22 feet; (22) South 09 degrees 46 minutes 15 seconds West 129.88 feet to a point on a curve to the right having a radius of 14.00 feet, the radius point of which bears North 80 degrees 13 minutes 45 seconds West; (23)

**EXHIBIT A**  
**(page 2 of 2)**

**The Preserve at South Lake, Section 10**  
**LAND DESCRIPTION**

southerly along said curve an arc distance of 5.11 feet to a point which bears South 59 degrees 20 minutes 01 seconds East from said radius point; (24) South 80 degrees 13 minutes 45 seconds East 60.92 feet; (25) South 09 degrees 46 minutes 15 seconds West 88.46 feet to a point on a curve to the left having a radius of 1720.00 feet, the radius point of which bears South 80 degrees 13 minutes 45 seconds East; (26) southerly along said curve an arc distance of 88.36 feet to a point which bears North 83 degrees 10 minutes 21 seconds West from said radius point; (27) South 83 degrees 58 minutes 07 seconds East 128.43 feet; (28) South 06 degrees 01 minutes 53 seconds West 329.20 feet; thence leaving said southerly lines South 66 degrees 22 minutes 39 seconds West 50.78 feet; thence North 83 degrees 58 minutes 07 seconds West 84.47 feet; thence North 85 degrees 28 minutes 39 seconds West 60.02 feet; thence South 89 degrees 53 minutes 42 seconds West 395.19 feet to the POINT OF BEGINNING. Containing 10.626 acres, more or less.

2018-006321  
RECORDED ON  
03/23/2018  
2:52:28 PM  
JILL T. JACKSON  
JOHNSON COUNTY  
RECORDER  
REC FEE: 25.00  
PAGES: 4

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.L.C.S. 20-2-1

**TENTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 11A**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

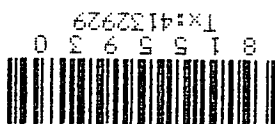
WHEREAS, Developer is developing **Preserve, Section 11A** a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty (20) lots numbered 366 through 385 and Common Area B** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in "Exhibit A" attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of



Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

2. The Developer hereby confirms that Section 11A is a Subdivision to be annexed into the Development as shown on the site plan attached hereto as "Exhibit B" consistent with the primary plat thereof (the "Primary Plat"), and hereby ratifies and confirms the annexation of prior Sections 1 through 10 as shown thereon. The Declaration is hereby amended so the period for annexation of Expansion Property continues so long as the covenants are in force (the initial 10-year period and all 10-year renewal periods), provided that the Expansion Property shall be limited to only those future Sections provided for in the Primary Plat which have not yet been annexed, namely Sections 11B, 12 and 13.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 22<sup>ND</sup> day of March, 2018.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

C. Cappellitto  
Meg Ransford

By: [Signature]  
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of March, 2018, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



**MEG RANSFORD**  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2022

Meg Ransford  
Meg Ransford     Notary Public  
Residing in:     Lucas County  
My commission expires:     09-12-2022

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.



**EXHIBIT A**  
**The Preserve at South Lake Section 11A**  
**LAND DESCRIPTION**

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

BEGINNING at a stone with a cut "X" on top at the Southwest corner of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the West line of said Southeast Quarter a distance of 749.64 feet to the southwest corner of the Final Plat for The Preserve at South Lake Section 9, per plat thereof recorded as Instrument No. 2016-008625 in said Recorder's Office, thence the following eight (8) courses being along the southerly lines thereof; (1) South 87 degrees 59 minutes 06 seconds East a distance of 116.00 feet to a point on a curve to the right having a radius of 14.00 feet, the radius point of which bears South 02 degrees 00 minutes 54 seconds West; (2) easterly, southeasterly and southerly along said curve an arc distance of 21.99 feet to a point which bears South 87 degrees 59 minutes 06 seconds East from said radius point; (3) South 02 degrees 00 minutes 54 seconds West a distance of 8.77 feet; (4) South 87 degrees 59 minutes 06 seconds East a distance of 190.00 feet; (5) South 02 degrees 00 minutes 54 seconds West a distance of 70.00 feet; (6) South 87 degrees 59 minutes 06 seconds East a distance of 69.14 feet; (7) South 37 degrees 52 minutes 38 seconds East a distance of 152.15 feet; (8) South 01 degree 23 minutes 22 seconds West a distance of 201.83 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 119.00 feet; thence South 13 degrees 40 minutes 55 seconds West a distance of 129.97 feet; thence South 11 degrees 59 minutes 47 seconds West a distance of 60.00 feet to a point on a non-tangent curve to the right having a radius of 230.00 feet, the radius point of which bears North 11 degrees 59 minutes 47 seconds East; thence westerly along said curve an arc distance of 26.57 feet to a point which bears South 18 degrees 36 minutes 58 seconds West from said radius point; thence South 00 degrees 06 minutes 18 seconds East a distance of 142.17 feet to the South line of the aforesaid Southeast Quarter Section; thence South 89 degrees 53 minutes 42 seconds West along said South line a distance of 312.95 feet to the Point of Beginning, containing 6.57 acres, more or less.



**ELEVENTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 11B**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

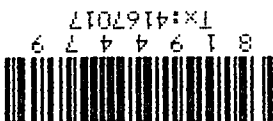
WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing **The Preserve at South Lake, Section 11B**, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty-six (26) lots numbered 346, 352 through 365, and 386 through 396** pursuant to the Plat recorded as Instrument No. **2018-017428** and comprising the "Subdivision," which Subdivision is contiguous to the Development and is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in **Exhibit A** attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:



1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 17<sup>th</sup> day of AUGUST, 2018.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

Colleen E Cappelletty  
Meg Ransford

By: [Signature]  
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of **August, 2018**, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



**MEG RANSFORD**  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2022

Meg Ransford  
Meg Ransford                                    Notary Public  
Residing in:                                    Lucas County  
My commission expires:                    09-12-2022

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615. I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.

**EXHIBIT A**  
**The Preserve at South Lake Section 11B**  
**LAND DESCRIPTION**

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

Commencing at a stone with a cut "x" on top at the Southwest Corner of said Southeast Quarter Section; thence North 89 degrees 53 minutes 42 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the South line of said Southeast Quarter a distance of 312.95 feet to the POINT OF BEGINNING, said point being the southeast corner of The Preserve at South Lake Section 11A, as per plat thereof recorded as Instrument No. 2018-006320 in said Recorder's Office, the following four (4) courses being along the easterly lines thereof: (1) thence North 00 degrees 06 minutes 18 seconds East 142.17 feet to a point on a non-tangent curve to the left having a radius of 230.00 feet, the radius point of which bears North 18 degrees 36 minutes 58 seconds East; (2) thence easterly along said curve an arc distance of 26.57 feet to a point which bears South 11 degrees 59 minutes 47 seconds West from said radius point; (3) thence North 11 degrees 59 minutes 47 seconds East 60.00 feet; (4) thence North 13 degrees 40 minutes 55 seconds East 129.97 feet; thence North 89 degrees 53 minutes 42 seconds East along a southerly line of said Section 11A and the southerly lines of The Preserve at South Lake Section 9, as per plat thereof recorded as Instrument No. 2016-008625 and The Preserve at South Lake Section 10, as per plat thereof recorded as Instrument No. 2017-002477 in said Recorder's Office a distance of 724.20 feet, the following two (2) courses being along the southerly lines of said Section 10; (1) thence South 85 degrees 28 minutes 39 seconds East 60.02 feet; (2) thence South 83 degrees 58 minutes 07 seconds East 84.47 feet; thence South 00 degrees 06 minutes 18 seconds East a distance of 176.13 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 28.17 feet; thence South 00 degrees 06 minutes 18 seconds East a distance of 130.00 feet to the South line of the aforesaid Southeast Quarter; thence South 89 degrees 53 minutes 42 seconds West along said South line a distance of 909.00 feet to the Point of Beginning, containing 6.58 acres, more or less.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT

# **BMP OPERATIONS AND MAINTENANCE MANUAL**

## **THE PRESERVE AT SOUTH LAKE SECTION 12 GREENWOOD, INDIANA**

### **DEVELOPER:**

**BAINBRIDGE SOUTH LAKE, LLC.  
3150 Republic Blvd. N. Suite 3  
Toledo, OH 43615  
419-841-4831**



**THE SCHNEIDER CORPORATION  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, IN 46216-1037  
317-826-7100  
317-826-7200 Fax**

*PREPARED BY BRIAN FISHER*

**November 08, 2018**



Owner Name: South Lake Home Owner's Association

Owner Address: 13578 E 131<sup>st</sup> Street, Suite 200

Fishers, IN 46037

Contact Person: Douglas B. Wagner

Business Phone: (317) 770-1818

Emergency Phone: (317) 770-1818

## Owner Acknowledgement

THIS AGREEMENT is made this 10<sup>th</sup> of JUNE, 2019, by and between the City of Greenwood, a municipal corporation, with principal offices located at 300 S. Madison Avenue, Greenwood, Indiana 46142, hereinafter "City of Greenwood" and South Lake Home Owner's Association, a private association with principal offices located at 13578 E 131<sup>st</sup> Street, Suite 200, Fishers, Indiana 46037, hereinafter "Owner".

South Lake Home Owner's Association, as "Owner" of the property described below, in accordance with the City of Greenwood regulations, agrees to install and maintain stormwater management practices on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practices continue serving the intended function in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal description of the real estate for which this Agreement applies ("South Lake Section 12").

Exhibit B: Location map showing a location of the Property and an accurate location of each stormwater management practice affected by this Agreement.

Exhibit C: Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction has been verified and accepted by the City of Greenwood for the stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details and provide copies of the recorded document to the City of Greenwood. The addendum may contain several additional exhibits.

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

1. The Owner, at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the City of Greenwood Register of

- Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released or abandoned without prior written approval of the City of Greenwood.
2. The Owner shall be solely responsible for the installation, maintenance and repair of the stormwater management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
  3. No alterations or changes to the stormwater management practices identified in Exhibit B shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Greenwood.
  4. The Owner shall retain the services of a qualified inspector (as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the stormwater management practices identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
  5. The Owner shall annually, by December 30th, provide to the City of Greenwood records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the stormwater management practices and drainage easements identified in Exhibit B in accordance with the Maintenance Plan. Inspections are required at least after every major rain event.
  6. The City of Greenwood or its designee is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Upon written notification by the City of Greenwood or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Greenwood. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety, and welfare shall not be endangered nor the road improvement damaged.
  7. If the Owner does not keep the stormwater management practices in reasonable order and condition, or complete maintenance activities in accordance with the Plan contained in Exhibit C, or the reporting required in 3 above, or the required maintenance or repairs under 4 above within the specified time frames, the City of Greenwood is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the City of Greenwood, no notice shall be required prior to the City of Greenwood performing emergency maintenance or repairs. The City of Greenwood may levy the costs and expenses of such inspections, maintenance or repairs plus a ten percent (10%) administrative fee against the Owner. The City of Greenwood at the time of entering upon said stormwater management practice for the purpose of maintenance or repair may file a notice of lien in the office of the Register of Deeds of the City of Greenwood upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Greenwood may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
  8. The Owner hereby conveys to the City of Greenwood an easement over, on and in the property described in Exhibit A for the purpose of access to the stormwater management practice(s) for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the practice(s).
  9. The Owner agrees that this Agreement shall be recorded and that the land described in Exhibit “A” shall be subject to the covenants and obligations contained herein, and this agreement shall bind all current and future owners of the property.



10. The Owner agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.

11. The Owner agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

13. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City of Greenwood harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City of Greenwood in connection with such Claims or the enforcement of this Agreement.

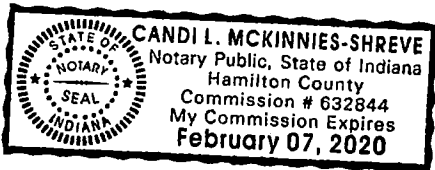
IN WITNESS WHEREOF, the OWNER and DEVELOPER have executed this Agreement on the day and year first above written.

WITNESSES: SOUTH LAKE HOMEOWNER'S ASSOC.

By: Douglas B. Wagner  
DOUGLAS B. WAGNER  
Its: BOARD MEMBER

STATE OF Indiana )  
 ) ss.  
COUNTY OF Johnson )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of JUNE, 2019, by DOUGLAS B. WAGNER, the BOARD MEMBER of SOUTH LAKE HOMEOWNER'S ASSOC.



Candi L. McKinnies-Shreve  
Notary Public

02/07/2020 County of Indiana My Commission Expires On:

City of Greenwood  
a municipal corporation

\_\_\_\_\_  
\_\_\_\_\_

By: Mark W. Myers  
MARK W. MYERS  
Its: Mayor

STATE OF Indiana )  
                              )  
COUNTY OF Johnson )

ss.

The foregoing instrument was acknowledged before me on this 19th day of February, 2020, by Mark W Myers, the Mayor of Greenwood, Indiana

Lori Barrett  
Notary Public

03-05-2021 County of Indiana My  
Commission Expires On:

INSTRUMENT DRAFTED BY:



LORI A. BARRETT  
NOTARY PUBLIC  
STATE OF INDIANA  
JOHNSON COUNTY  
COMMISSION #NP0642644  
MY COMMISSION EXP: 03/05/2021

WHEN RECORDED RETURN TO:

City of Greenwood  
300 S. Madison Avenue, Greenwood, Indiana 46142

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

NAME Douglas B. Warner

IMAGE/COPY PROPERTY OF **Exhibit A - Legal Description** QUANT TO I.C. 36-2-7-10.

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement.

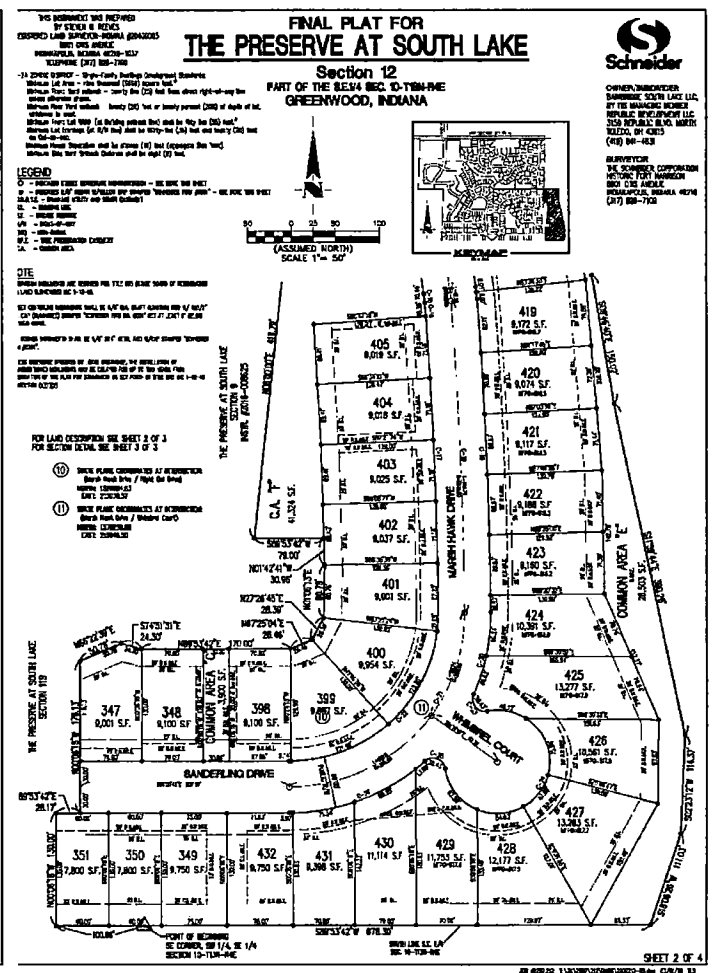
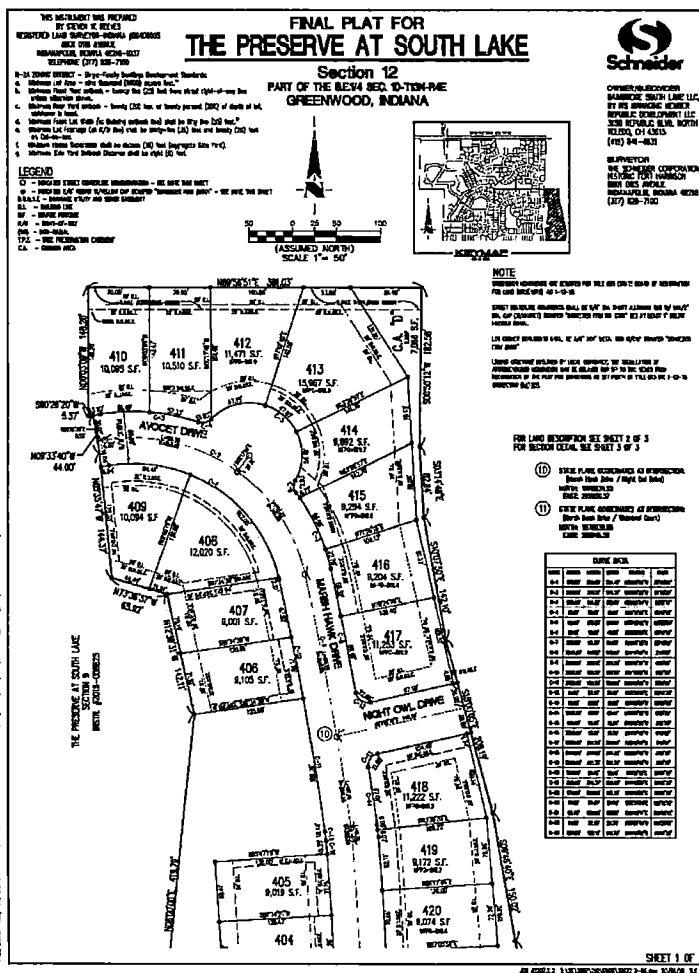
**Project Identifier:** The Preserve at South Lake

**Acres:** 13.78

**Date of Recording:** Pending

**Map Produced By:** The Schneider Corporation

Legal Description: Lots 347 through 351 and 398 through 432 in the Final Plat for The Preserve at South Lake Section 12, as per plat thereof recorded \_\_\_\_\_, 2018, in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Office of the Recorder of Johnson County, Indiana. (Pending Recording)



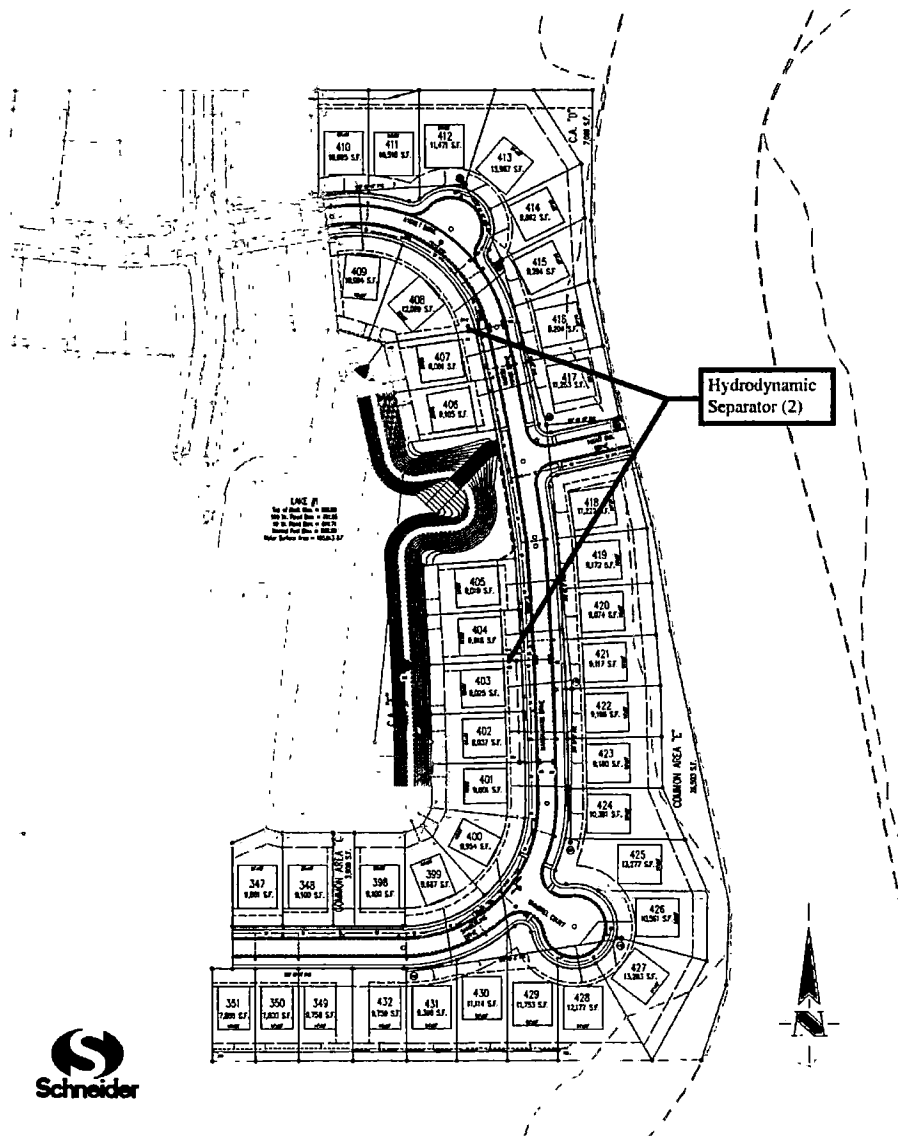
# Exhibit B – Location Map

The stormwater management practices covered by this agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include on wet detention basin, two forebays, two grass swales (conveying stormwater to the forebays) and all associated pipes, earthen berms, rock chutes, and other components of these practices.

**Subdivision Name:** The Preserve at South Lake

**Stormwater Practices:** Hydrodynamic Separator (2)

**Location of Practices:** Described in the figure below.



# Exhibit C – Stormwater Practice Maintenance Plan

## DEFINITION OF BMP

A Best Management Practice (BMP) is defined as a structural measure (wetland, pond, vegetated swale, sand filter, etc.) designed to benefit water quality and quantity. Stormwater can easily become polluted by grease, oil, sediment, chemicals, and other contaminants as it travels to an inlet or receiving water. The purpose of a BMP is to improve stormwater quality primarily through the removal of Total Suspended Solids (TSS).

## DESCRIPTION OF BMP:

*Hydrodynamic Separator:* Three hydrodynamic separators are used to treat stormwater for the proposed site. The patented Aqua-Swirl® Concentrator provides a highly effective means for the removal of sediment, floating debris and free-oil. Swirl technology, or vortex separation, is a proven form of treatment utilized in the stormwater industry to accelerate gravitational separation. Independent university laboratory performance evaluations have shown the Aqua-Swirl® achieves a TSS (Total Suspended Solids) removal of 91% calculated on a net annual basis.

## BMP Inspection & Maintenance

### Hydrodynamic Separator:

- BMP Owner must routinely inspect BMPs to verify that all components are functioning as designed and are not in danger of failing. BMPs need maintenance to function as water quality and quantity enhancements. Maintenance can range from dredging/pumping sediment out of the hydrodynamic separators to repairing any damage that has affected the ponds' integrity and function.
- BMP Owner is responsible for the maintenance of the BMPs and any costs associated with maintaining them. BMP Owner is required to perform any maintenance tasks outlined in this text.
- The Greenwood Stormwater Department must be notified of any changes in BMP ownership, major repairs, or BMP failure in writing within 30 days of the change. The letter should be addressed to: City of Greenwood Stormwater Department, 300 South Madison Avenue, Greenwood, IN, 46142.
- In the event that the City Stormwater Department finds a BMP is in need of maintenance or repair, the City Stormwater Department will notify the BMP owner of the necessary maintenance or repairs and give the BMP owner 60 calendar days for completing the maintenance or repairs. If the maintenance or repairs are not completed within the 60 calendar days, the City Stormwater

IMAGE/COPY PROPER... Department shall perform the repairs or maintenance and bill the BMP owner for the actual cost of the work, and if not paid shall become a lien on the property.

- BMP Owner shall keep the BMPs free from litter, floating pollutants, and sediment accumulated above levels outlined in this text.

Inspection Items:

- Sediment – Sediment is to be removed when inspection reveals a top of sediment depth within 6 in. of the dry weather water surface elevation in the structure. Sediment depths can be easily determined by measuring the distance from the top of the manhole to the dry water surface elevation and then measuring the distance from the top of the manhole to the top of the sediment pile. This can be done with a steel tape or stadia rod. The system should be pumped clean using a high velocity vacuum truck.
- Free-floating oil and floatable debris – use a high velocity vacuum truck to clean the pollutants. After recording the measurements on the Inspection Data Sheet (attached in this manual), the vacuum hose is lowered through the access opening and the floating debris. The oil may be best removed by using an absorbent pad. Usually, confined space entry can be avoided by inspecting from the manhole entrance and cleaning the system by using a vacuum hose.
- BMP owners must also maintain velocity reduction devices (rip-rap) at end of pipes at the pond banks. Maintenance should ensure that excessive erosion does not occur on the pond bank as a result of the outlet pipe discharge.

This Operation and Maintenance Manual is submitted to the owner with the intent to insure the longevity and adequate functioning of the hydrodynamic separators as water quality BMP's. The BMP Owner noted is responsible for any additional maintenance and/or repair activities noted in this text, and any activities required that are above and beyond the descriptions in the following text, but are required to maintain the function and longevity.

**RIGHT OF ENTRY**

- The City of Greenwood Stormwater Department has the right to enter The Preserve at South Lake Section 12 property to inspect the referenced BMP's in this manual as necessary.

Maintenance Item	Inspection Frequency	Maintenance
<b>Embankment and Emergency Spillway</b>		
1) Vegetation	Annually and after major storm events	Reseed, fertilize and mow as needed. Average grass blade height not to exceed six (6) inches. Remove invasive vegetation
2) Embankment/shore -line	Annually and after major storm events	Repair erosion. Remove woody vegetation from embankment if the diameter of the woody vegetation is less than 6 inches. Contact an engineer if leaks or seeps are noted on the embankment or abutments. Contact an engineer if bulging, sliding or cracking is noted.
3) Animal burrows	Annually	Remove animals and fill burrows.
4) Drains	Annually	Clear blockages if any.
<b>Outfall Pipes</b>		
Type: Reinforced concrete		
1) Pipe end section	Annually	Remove blockage
2) Trash Racks	Annually and after major storm events	Remove Debris. Repair/Replace trash rack if not functioning.
<b>Treatment Areas</b>		
1) Permanent pool	Monthly	Remove floatable debris. Remove excess vegetation. Remove sediment from pond bottom when pond depth is 8 feet or less.
2) Catch basin Inlets	Semi-annually and after major storm events	Remove trash and sediment collected in catch basin bottom
3) Rear yard swales	Annually and after major storm events	Repair any erosion in swales. Remove debris.

IMAC **Water Quality Operation, Maintenance, and Management Inspection** 7-10.  
**Checklist for BMP Owners**

Project: The Preserve at South Lake Section 12 Owner change since last inspection? Y N

Owner Name, Address, Phone: \_\_\_\_\_

Number: \_\_\_\_\_

Location: \_\_\_\_\_

Site Status: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Inspector: \_\_\_\_\_

Maintenance Item	Satisfactory/ Unsatisfactory	Comments/Action to be taken
<b>Vegetation on Pond Banks and Swales (inspect monthly)</b>		
1) Mowing done when needed		
2) No evidence of erosion		
<b>Rip Rap (Inspect annually and after major storm events)</b>		
1) No evidence of stone/rip rap washing downstream or down into pond		
2) No evidence of erosion or excessive sedimentation		
<b>Detention Ponds (Inspect annually)</b>		
1) Pond depth is 10 feet or greater		
<b>Emergency Spillway (Inspect annually)</b>		
1) No evidence of erosion or bank failure		

Additional Comments:

Action to be taken:	Time Frame:
_____	_____
_____	_____



# Aqua-Swirl™

IMAGE/COPY **Inspection and Maintenance Manual for BMP Owners** TO I.C. 36-2-7-10.

**(Note: Attach certifications for local regulatory authority including any applicable fees.)**

Site Name: The Preserve at South Lake Section 12 Change in ownership since last inspection  Y  N

Owner Name: South Lake Homeowner's Association

Owner Address: 13578 E 131<sup>st</sup> Street, Suite 200, Fishers, IN 46037

Owner Phone Number: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

## Inspection

### Floatable Debris and Oil

1. Remove manhole lid to expose liquid surface of Aqua-Swirl™.
2. Remove floatable debris with basket or net if any present.
3. If oil is present, measure its depth. Clean liquids from system if 1/2" or more oil is present (see "Cleaning" Figure 5).

**Note: Water in an Aqua-Swirl™ can appear black like oil due to the dark body of the surrounding structure. Oil appears darker than water in the system and is usually accompanied by debris (e.g. Styrofoam, etc.) with obvious signs of oil stains. The depth of oil can be measured with an oil/water interface probe, a stadia rod with water phyllic paste, a coliwasa, or by simply collecting a representative sample with a jar attached to a rod.**

### Sediment Accumulation

Make measurements as follows (see Figures 1 and 2):

1. Lower measuring device (i.e. stadia rod) into Aqua-Swirl™ through service access provided. (See Figure 2)
2. Record distance to top of sediment pile (in): \_\_\_\_\_
3. Record distance to top of water (in): \_\_\_\_\_
4. Calculate distance to sediment minus distance to water (in): \_\_\_\_\_
5. Schedule cleaning if value in step 4 is 30" or less. (See Figure 3).

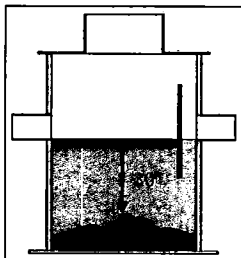


Figure 1



Figure 2

## Inspection (continued)

**Diversion Structures:** RTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

If a diversion structure is present on the site, this should be inspected for the following items.

1. Inspect weir or other structure for structural decay or damage. Weirs are more susceptible to damage than off-set piping and should be checked to confirm that they are not crumbling, in the case of concrete or brick weirs, or decaying if a steel weir was used.
2. Inspect diversion structure and by-pass piping for signs of structural damage or blockage from debris or sediment accumulation.
3. Measure elevations on diversion weir or piping to ensure it is consistent with site plan design.
4. Inspect downstream structure in diversion system for signs of blockage or structural failure.

## Cleaning

Schedule cleaning with local vector company or AquaShield™'s Maintenance Department to remove sediments, oils, and other floatable pollutants with a vector trailer. The captured sediment generally does not require any special treatment or handling for disposal. AquaShield recommends that all materials removed during the maintenance process be handled and disposed of in accordance with local and state requirements.



Figure 3

## Maintenance Schedule

### During Construction

Inspect the Aqua-Swirl™ every three months and clean the system as needed. The Aqua-Swirl™ should be inspected and cleaned at the end of construction regardless of whether it has reached its sediment or oil storage capacity.

### First Year Post-Construction

Inspect the Aqua-Swirl™ every three months and clean the system as needed.

Inspect and clean the system once annually regardless of whether it has reached its sediment or floatable pollutant storage capacity.

### Second and Subsequent Years Post-Construction

If the Aqua-Swirl™ did not reach full sediment or floatable pollutant capacity in the First Year Post-Construction, the system can be inspected and cleaned once annually.

If the Aqua-Swirl™ reached full sediment or floatable pollutant capacity in less than 12 months in the First Year Post-Construction, the system should be inspected once every six months and cleaned as needed. The Aqua-Swirl™ should be cleaned annually regardless of whether it reaches its sediment or floatable pollutant capacity.

### Bypass Structures

Bypass structures should be inspected whenever the Aqua-Swirl™ is inspected and maintained as needed.

**Maintenance Company Information**

Company: \_\_\_\_\_ E/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO Name: \_\_\_\_\_ 3-2-7-10.

Street \_\_\_\_\_ Address: \_\_\_\_\_

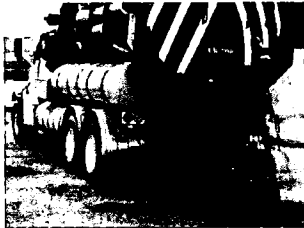
City, \_\_\_\_\_ State, \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Pager: \_\_\_\_\_



**Activity Log**

Date of cleaning: \_\_\_\_\_ (Next inspection should be 3 months from this date for the first year).

Time of cleaning: \_\_\_\_\_

Date of next inspection: \_\_\_\_\_

Floatable debris present (Y/N)? \_\_\_\_\_

Oil present (Y/N)? \_\_\_\_\_ Oil depth (inches): \_\_\_\_\_

**Structural Conditions and Comments**

Any structural damage? Y N Where?

Any evidence of structural wear? Y N Where?

Odors present? Y N Describe:

Any plugging? Y N Describe: \_\_\_\_\_

**NOTES**

**Additional Comments and/or Actions to be Taken**     **Time Frame**

Additional Comments and/or Actions to be Taken	Time Frame

- NOTES:**
- 1. Attach site plan showing Aqua-Swirl™ location.
  - 2. Attach detail drawing showing Aqua-Swirl™ dimensions and model number.
  - 3. If a diversion structure is used, attach details showing basic design and elevations.

# Aqua-Swirl™

IMAGE/COPY PROPERTY OF JOHNSON COUNTY IN EQ LICENSEE ONLY. NOT FOR RESALE PURSUANT TO LC 26-2-7-10

**Date Construction Started:** \_\_\_\_\_

**Date Construction Ended:** \_\_\_\_\_

During Construction												
Activity	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Inspect and Clean as Needed			X			X			X			X
Inspect Bypass Structures (if applicable) and Maintain As Needed			X			X			X			X
Clean System*												X*

\* The Aqua-Swirl™ should be cleaned once a year regardless of whether it has reached full pollutant storage capacity. In addition, the system should be cleaned at the end of construction regardless of whether it has reach full pollutant storage capacity.

First Year Post-Construction												
Activity	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Inspect and Clean as Needed			X			X			X			X
Inspect Bypass Structures (if applicable) and Maintain As Needed			X			X			X			X
Clean System*												X*

\* The Aqua-Swirl™ should be cleaned once a year regardless of whether it has reached full pollutant storage capacity.

Second and Subsequent Years Post-Construction												
Activity	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Inspect and Clean as Needed*												X*
Inspect Bypass Structures (if applicable) and Maintain As Needed												X*
Clean System*												X*

\*If the Aqua-Swirl™ did not reach full sediment or floatable pollutant capacity in the First Year Post-Construction, the system can be inspected and cleaned once annually.

If the Aqua-Swirl™ reached full sediment or floatable pollutant capacity in less than 12 months in the First Year Post-Construction, the system should be inspected once every six months (more frequently if past history warrants) and cleaned as needed. The Aqua-Swirl™ should be cleaned annually regardless of whether it reaches its sediment or floatable pollutant capacity.

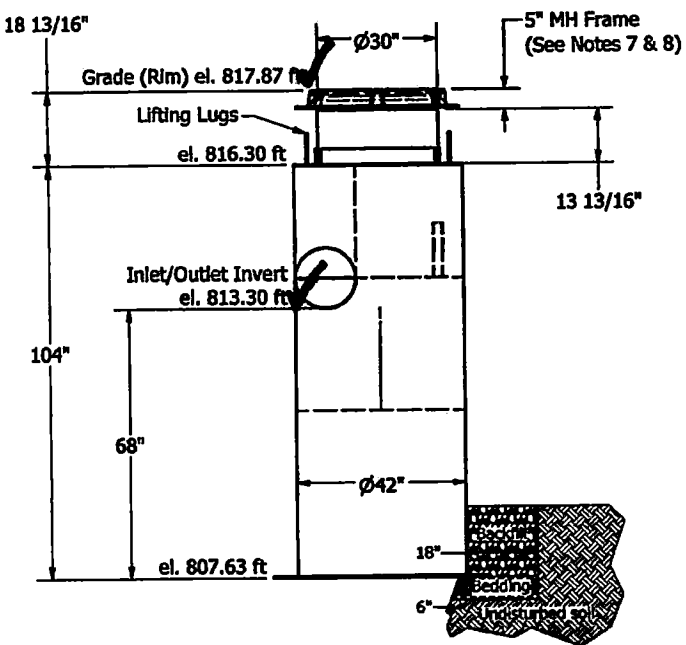
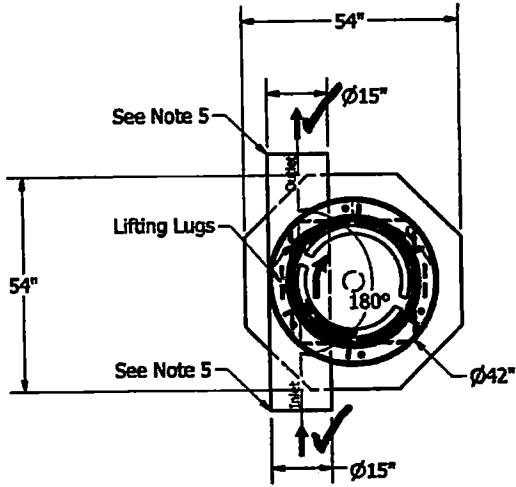
**GENERAL NOTES:**

1. Manufacturer shall be responsible for complete assembly of watertight Aqua-Swirl Concentrator (Aqua-Swirl).
2. Polymer Coated Steel (PCS) Aqua-Swirl shall be fabricated from polymer precoated steel sheet for corrugated steel pipe, and shall comply with ASTM A 750 and ASTM A 742.
3. Stub outs and internal components shall be supplied by manufacturer and MIG welded using accepted welding practices.
4. Manufacturer shall supply direct access to Aqua-Swirl via 30-inch ID riser(s). If necessary to accommodate field adjustments, Contractor may cut riser to match finish grade. The exposed metal of the cut riser must be recoated using the touch up kit supplied with each PCS unit. If necessary to extend riser, Contractor should use adjusting rings to bring top of structure to grade.
5. Contractor shall supply pipe couplings to and from Aqua-Swirl, which shall be Mar-Mac, Fernox, or Mission style flexible boot with stainless steel tension bands and shear guard. Manufacturer shall supply minimum 12" long inlet/outlet stub-outs (5@10" shall be smooth rolled and 2@12" shall be corrugated (with re-rolled ends)).
6. Contractor shall prepare excavation and off-load Aqua-Swirl. Contractor is responsible for bedding and backfill around Aqua-Swirl as detailed on altz plan (see notes 11 and 12). Any exposed metal (scratches or other damage to the polymer coating) must be recoated using the touch up kit supplied with each PCS unit prior to installation or placement of backfill.
7. Manufacturer shall supply standard manhole frame(s) and cover(s) (Traffic rated HS-25).
8. Where traffic loading (HS-25) is required or anticipated, a 4-foot diameter, 1.4-inch thick reinforced concrete pad must be placed over the Aqua-Swirl to support and level the manhole frame. The top of rear pipe must be wrapped with compressible expansion joint material to a minimum 1/2-inch thickness to allow transfer of wheel loads from manhole cover to concrete slab. Manhole cover shall bear on concrete slab and not on rear pipe. The concrete slab shall have a minimum strength of 3,000 psi and be reinforced with #4 reinforcing steel (per attached drawing). Minimum cover over reinforcing steel shall be 1-inch. Top of manhole cover and concrete slab shall be level with finish grade.
9. Unless other traffic barriers are present, bollards shall be placed around access risers in non-traffic areas to prevent inadvertent loading by maintenance vehicles. Sample of typical bollard installation detail and recommended locations of bollards around the Aqua-Swirl can be provided upon request.
10. Where high groundwater elevations are present or anticipated, Contractor shall supply concrete anti-floatation pad underneath and poured over the octagonal base plate of the Aqua-Swirl (see Anti-Floatation Base Detail) to prevent buoyancy and base plate deflection (details, if necessary, available upon request).
11. Excavation and Bedding - The trench and trench bottom shall be constructed in accordance with ASTM A 790 Sections 5, 6, and 7. The PCS Aqua-Swirl shall be installed on a stable base consisting of at least 6-inches of fine, readily compacted soil or granular fill material, and compacted to 95% proctor density. Bedding shall not contain stones retained on a 3-inch ring, frozen lumps, highly plastic clay, organic material, corrosive material, or other deleterious foreign materials. All required safety precautions for Aqua-Swirl installation are the responsibility of the Contractor and shall be per OSHA approved methods.
12. Backfill Requirements - Backfill materials shall be fine, readily compacted soil or granular fill material, and compacted to 90% proctor density. Processed granular materials with excellent structural characteristics are preferred. Coarse grained soils of USCS Groups GW, GP, GM, GC, SW, and SP as described in ASTM D 2487 are generally acceptable materials when compacted to 90% proctor density. Backfill shall not contain stones retained on a 3-inch ring, frozen lumps, highly plastic clay, organic material, corrosive material, or other deleterious foreign materials. Backfilling shall conform to ASTM A 790, Section 10. Backfill shall be placed in 6 to 12 inch layers or "lifts" and compacted before adding the next lift. Backfill shall extend at least 18 inches outward from Aqua-Swirl and for the full height of the Aqua-Swirl (including riser(s)) extending laterally to undisturbed soils.

Estimated Pick Weight 900 lbs  
Groundwater el. < 807.63 ft

SIGNED APPROVED DRAWING REQUIRED BEFORE  
START OF MANUFACTURING DATE: 6/10/19  
( ) APPROVED *Charles B. Wagner*  
( ) APPROVED AS NOTED  
( ) REVISE & RESUBMIT

NTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



ORIGINAL

www.AQUASHIELDINC.com  
SHOP 888-344-9044  
DRAWING REVIEW  
COMPLETED (5/10/19)

 2733 Kinzale Drive, Suite 111, Greenoega, TN 37243 Phone (888) 344-9044 Fax (615) 825-2112 www.aquashieldinc.com	Aqua-Swirl Concentrator (AS-3 BY) CW STR #441	Structure #: AS-3 SHOP Drawn By: OFores Scale: As Shown Date: 5/10/2019	Rvw'd: [Signature] Rvw. Date: 5/10/19 Rev Date:	Description of Revision
	The Reserve at Southlake Section 12 Greenwood, IN - Project #17225	U.S. Patent No. 6524473 and other Patent Pending		

**GENERAL NOTES:**

1. Manufacturer shall be responsible for complete assembly of watertight Aqua-Swirl Concentrator (Aqua-Swirl).

2. Polymer Coated Steel (PCS) Aqua-Swirl shall be fabricated from polymer pre-coated steel sheet for corrugated steel pipe, and shall comply with ASTM A 760 and ASTM A 742.

3. Stub outs and internal components shall be supplied by manufacturer and MIG welded using accepted welding practices.

4. Manufacturer shall supply direct access to Aqua-Swirl via 30-inch ID riser(s). If necessary to accommodate field adjustments, Contractor may cut riser to match finish grade. The exposed metal of the cut riser must be recoated using the touch up kit supplied with each PCS unit. If necessary to extend riser, Contractor should use adjusting rings to bring top of structure to grade.

5. Contractor shall supply pipe couplings to and from Aqua-Swirl, which shall be Mar-Mac, Femco, or Mission style flexible boot with stainless steel tension bands and shear guard. Manufacturer shall supply minimum 12" long inlet/outlet stub-outs ( $\leq 90^\circ$  shall be smooth rolled and  $\geq 90^\circ$  shall be corrugated (with re-rolled ends)).

6. Contractor shall prepare excavation and off-load Aqua-Swirl. Contractor is responsible for bedding and backfill around Aqua-Swirl as detailed on site plan (see notes 11 and 12). Any exposed metal (scratches or other damage to the polymer coating) must be recoated using the touch up kit supplied with each PCS unit prior to installation or placement of backfill.

7. Manufacturer shall supply standard manhole frame(s) and cover(s) (Traffic rated HS-25).

8. Where traffic loading (HS-25) is required or anticipated, a 4-foot diameter, 4-inch thick reinforced concrete pad must be placed over the Aqua-Swirl to support and level the manhole frame. The top of riser pipe must be wrapped with compressible expansion joint material to a minimum 1/2-inch thickness to allow transfer of wheel loads from manhole cover to concrete slab. Manhole cover shall bear on concrete slab and not on riser pipe. The concrete slab shall have a minimum strength of 3,000 psi and be reinforced with #4 reinforcing steel (per attached drawing). Minimum cover over reinforcing steel shall be 1-inch. Top of manhole cover and concrete slab shall be level with finish grade.

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10. Where high groundwater elevations are present or anticipated, Contractor shall supply concrete anti-floatation pad underneath and goured over the octagonal base plate of the Aqua-Swirl (see Anti-Floatation Base Detail) to prevent buoyancy and base plate deflection (details, if necessary, available upon request).

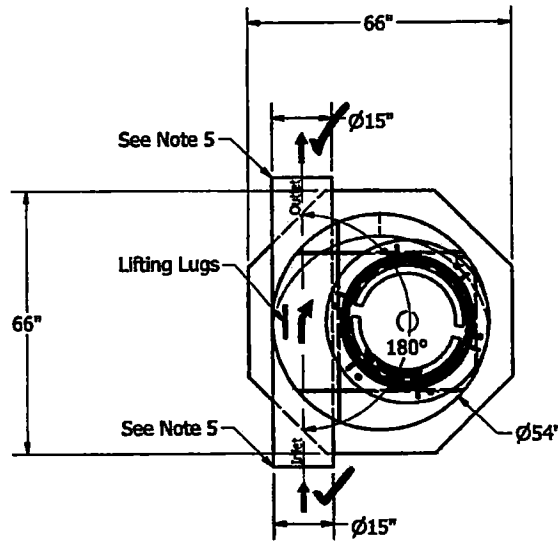
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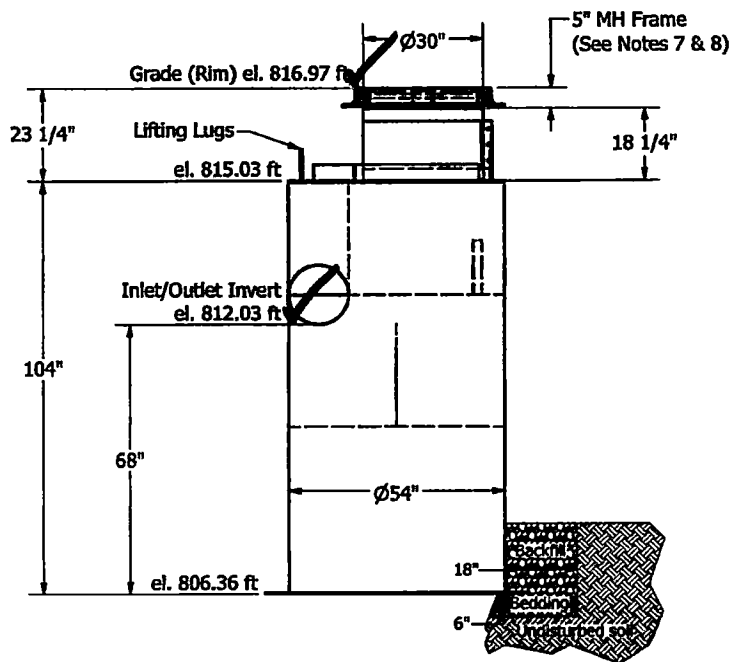
Estimated Pick Weight 1300 lbs  
Groundwater el. < 806.36 ft

**SIGNED APPROVED DRAWING REQUIRED BEFORE START OF MANUFACTURING** DATE: 6/10/19  
(✓) APPROVED *Stephen B. Wagner*  
( ) APPROVED AS NOTED  
( ) REVISE & RESUBMIT

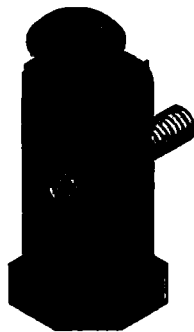
ITY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.



Plan View  
SCALE 1:30



Elevation View  
SCALE 1:30



Projected View  
SCALE 1:50

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SHOP 888-344-9044  
DRAWING REVIEW  
COMPLETED (5/19/19)

**AquaShield**  
2733 Kanawha Drive, Suite 111, Oostburg, WI 53074  
Phone (888) 344-9044 Fax (423) 826-2112  
www.aquashieldinc.com

Aqua-Swirl Concentrator  
AS-4 R/P CW STR  
The Preserve at Southlake Section 12  
Greenwood, IN - Project #17225

Structure #:	AS-4 SHOP	Rywed	Rvw. Date	Rev Date	Description of Revision
Drawn By:	OFlores	✓	5/10/19		
Scale:	As Shown				
Date:	5/10/2019				
U.S. Patent No. 6524473 and other Patent Pending					

2020-004825

RECORDED ON

02/21/2020 03:53:39 PM

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO TERESA K. PETRO

JOHNSON COUNTY RECORDER

REC FEE: 25.00

PAGES: 3

**TWELFTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF  
PRESERVE AT SOUTH LAKE, SECTION 12**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

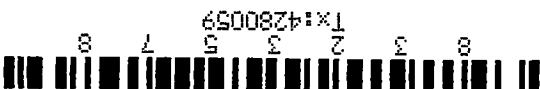
WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing **The Preserve at South Lake, Section 12**, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **forty (40) lots numbered 347 through 351 and 398 through 432, and Common Areas C, D, E and F** pursuant to the Plat recorded as Instrument No. 2020-004824 and comprising the "Subdivision," which Subdivision is contiguous to the Development and is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in **Exhibit A** attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:





1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 6<sup>TH</sup> day of FEBRUARY, 2020.

Signed and acknowledged  
in the presence of:

**BAINBRIDGE SOUTH LAKE LLC**, an  
Indiana limited liability company  
By: **REPUBLIC DEVELOPMENT LLC**,  
its Managing Member

Meg Ransford  
Colleen Cappellotto

By: [Signature]  
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 6<sup>TH</sup> day of **February, 2020**, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



**MEG RANSFORD**  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 9-12-2022

Meg Ransford  
Meg Ransford                                    Notary Public  
Residing in:                                    Lucas County  
My commission expires:                    09-12-2022

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.

**EXHIBIT A**  
**The Preserve at South Lake, Section 12**  
**LEGAL DESCRIPTION**

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST (BASIS OF BEARING PER ALTA/ASCM LAND TITLE SURVEY BY THE SCHNEIDER CORPORATION, RECORDED AS INSTRUMENT NUMBER 2006-010525 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA) ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 100.66 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 130.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST 28.17 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 176.13 FEET; THENCE NORTH 66 DEGREES 22 MINUTES 39 SECONDS EAST 50.78 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 31 SECONDS EAST 24.30 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST 170.00 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 04 SECONDS EAST 26.46 FEET; THENCE NORTH 27 DEGREES 26 MINUTES 45 SECONDS EAST 28.39 FEET; THENCE NORTH 01 DEGREE 06 MINUTES 13 SECONDS EAST 60.78 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 41 SECONDS WEST 30.96 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST 79.00 FEET; THENCE NORTH 06 DEGREES 00 MINUTES 00 SECONDS EAST 419.79 FEET; THENCE NORTH 12 DEGREES 39 MINUTES 31 SECONDS WEST 142.11 FEET; THENCE NORTH 73 DEGREES 36 MINUTES 37 SECONDS WEST 65.92 FEET; THENCE NORTH 05 DEGREES 35 MINUTES 47 SECONDS WEST 144.37 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 40 SECONDS WEST 44.00 FEET; THENCE SOUTH 80 DEGREES 26 MINUTES 20 SECONDS WEST 5.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 148.20 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST 381.03 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 12 SECONDS WEST 182.58 FEET; THENCE SOUTH 03 DEGREES 14 MINUTES 48 SECONDS EAST 82.84 FEET; THENCE SOUTH 10 DEGREES 07 MINUTES 50 SECONDS EAST 142.10 FEET; THENCE SOUTH 15 DEGREES 00 MINUTES 05 SECONDS EAST 208.19 FEET; THENCE SOUTH 09 DEGREES 46 MINUTES 40 SECONDS EAST 150.02 FEET; THENCE SOUTH 11 DEGREES 59 MINUTES 44 SECONDS EAST 390.28 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 12 SECONDS WEST 114.37 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 26 SECONDS WEST 111.03 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER SECTION; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 577.64 FEET TO THE POINT OF BEGINNING, CONTAINING 13.78 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.