

5500
②
1001111111

2013002731 DECL \$56.00
01/11/2013 03:07:08P 23 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented



AMENITY OVERLAY DECLARATION OF COVENANTS AND
RESTRICTIONS

OF

THE LEGACY

**AMENITY OVERLAY DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE LEGACY**

TABLE OF CONTENTS

	Page
Section 1. Definitions	1
Section 2. Amenity Declaration and Relation to Neighborhood Declarations, Neighborhood Associations, the Master Declaration and the Master Association	1
A. Amenity Declaration	1
B. Relation of Amenity Declaration to Neighborhood Declarations.....	2
C. Relation of Amenity Association to Neighborhood Associations	2
D. Relation of Amenity Declaration to Declaration.....	2
E. Relation of Amenity Association to Associations	2
Section 3. Additions to and Withdrawals from the Parcel	2
A. Additions	2
B. Withdrawals	3
Section 4. Amenity Area	3
A. Maintenance	3
B. Ownership.....	3
C. Density of Use	3
D. Management and Control	3
E. Easements of Enjoyment. Owners.....	3
F. Extent of Easements.....	3
G. Additional Rights of Use.....	3
H. Damage of Destruction by Owner	4
I. Conveyance of Title.....	4
J. Use and Improvements	4
Section 5. The Amenity Association.....	4
A. Membership.....	4
B. Powers	4
C. Board of Directors.....	4
D. Maintenance Standards.....	4
E. Insurance, Taxes and Utilities.....	4
Section 6. Assessments	5
A. Creation and Commencement	5
B. Lien and Personal Obligation	5
C. Annual Amenity Assessment.....	5
D. Capital Assessment	5
E. Special Assessments	5

- F. **Effect of Nonpayment of Assessments;
Remedies of the Amenity Association5**
- G. **Subordination of the Lien to Mortgage6**
- H. **Certificates.....6**
- I. **Amenity Association’s Annual Budget.....6**
- J. **Violation Assessment6**
- K. **General Assessment.....6**

- Section 7. Enforcement6**

- Section 8. Amendments.....6**
 - A. **By Amenity Declarant6**
 - B. **Annually.....7**
 - C. **Prohibited Amendments.....7**
 - D. **Effective Date7**

- Section 9. Interpretation7**

- Section 10. Duration.....7**

- Section 11. Severability7**

- Section 12. Right to Approve Additional Covenants.....7**

AMENITY OVERLAY DECLARATION OF COVENANTS AND RESTRICTIONS OF THE LEGACY

This Amenity Overlay Declaration of Covenants and Restrictions of The Legacy (the "Amenity Declaration"), is made as of the 18 day of December, 2012, by Falcon Nest II LLC, an Indiana limited liability company, (the "Amenity Declarant");

WITNESSETH:

WHEREAS, the Amenity Declarant is the Owner of certain real estate located in Hamilton County, Indiana, and more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Land"); and,

WHEREAS, the real estate located in Hamilton County and particularly described in what is attached hereto and incorporated herein by reference as Exhibit "B", together with all real estate contiguous therewith, shall mean and be referred to throughout this Amenity Declaration as the "Additional Land"; and,

WHEREAS, the word "Parcel" as used throughout this Amenity Declaration shall mean and refer to the Land together with such portions of the Additional Land as may be made subject to this Amenity Declaration per the terms of Section 3 below; and,

WHEREAS, capitalized words and terms throughout this Amenity Declaration shall be and hereby are defined as set forth below in Section 1; and,

WHEREAS, within the Amenity Area the Amenity Declarant may, but shall not be obligated to construct the Amenities for the use and enjoyment of the Neighborhood Lot Owners, subject to the terms of this Amenity Declaration; and,

WHEREAS, in order to provide for the possibility that the Amenity Area and Amenities are later developed by the Amenity Declarant in its sole discretion, the Amenity Declarant desires to subject the Parcel to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Neighborhood Lots in the Neighborhoods; and,

WHEREAS, Amenity Declarant has or will incorporate under the laws of the State of Indiana a nonprofit association known as the Legacy Amenity Association, Inc. (the "Amenity Association"); and,

WHEREAS, this is a Supplemental Declaration as defined in the Master Declaration of Covenants and Restrictions of The Legacy recorded in the Office of the Recorder of Hamilton County, Indiana, on November 5th, 2008, as Instrument No. 2008055153, as amended from time to time (the "Declaration"); and,

NOW, THEREFORE, Amenity Declarant hereby declares that all of the Neighborhood Lots and real estate in the Parcel and such additions thereto as may hereafter be made pursuant to Section 3 hereof, as they are held and shall be held, owned, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following covenants, restrictions, easements, charges and liens, all of which are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Parcel as a whole and of each of the Residential Units, Neighborhood Lots and lands situated therein. The following covenants, restrictions, easements, charges and liens, shall run with the land and the Parcel and shall be binding upon Amenity Declarant, its respective successors and assigns, and upon the parties having or acquiring any interest in the Parcel or any part or parts thereof subject to such covenants, restrictions, easements, charges and liens, and shall inure to the benefit of Amenity Declarant and its successors in title to the Parcel or any part or parts thereof.

Section 1. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Amenity Declaration shall have the meaning given such terms (i) in the Declaration and in Exhibit C to the Declaration and (ii) throughout this Amenity Declaration and in Exhibit "C" attached to this Amenity Declaration and made a part hereof.

Section 2. Amenity Declaration and Relation to Neighborhood Declarations, Neighborhood Associations, the Declaration and the Corporation.

(A) Amenity Declaration. Amenity Declarant hereby expressly declares that the Parcel and any additions thereto pursuant to Section 3 below shall be held, transferred, and occupied subject to the provisions covenants, restrictions, easements, charges, Assessments and liens, set forth in this Amenity Declaration. The Neighborhood Lot Owners, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Amenity Declarant or a subsequent Neighborhood Lot Owner, or (ii) by the act of occupancy of any Neighborhood Lot are subject to the provisions covenants, restrictions, easements, charges, Assessments and liens, set forth in this Amenity Declaration. By acceptance of such deed or execution of such contract, each Neighborhood Lot Owner acknowledges the rights and powers of Amenity Declarant and of the Amenity Association with respect to the provisions, covenants, restrictions, easement, charges, Assessments, and liens set forth in this Amenity Declaration, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Amenity Declarant, the Amenity Association, and the Neighborhood Lot Owners and subsequent Neighborhood Lot Owners affected by the provisions, covenants, restrictions, easement, charges, Assessments, and liens set forth in this Amenity Declaration to keep, observe, comply with and perform such provisions, covenants, restrictions, easements, charges, Assessments, and liens set forth in this Amenity Declaration.

(B) Relation of Amenity Declaration to Neighborhood Declarations. This Amenity Declaration is intended primarily to address the Amenity Area and the Amenities and shall be in addition and supplemental to each Neighborhood Declaration and should be construed harmoniously therewith; however, in the event of a conflict between the terms of this Amenity Declaration and any Neighborhood Declaration, the terms of this Amenity Declaration shall control.

(C) Relation of Amenity Association to Neighborhood Associations. The Amenity Association is intended primarily to address the Amenity Area and the Amenities and shall be in addition and supplemental to each Neighborhood Association and should be construed harmoniously therewith; however, in the event of a conflict between the terms of the Amenity Articles and the Amenity By-Laws, on the one hand, and the articles of incorporation and bylaws of any Neighborhood Association, on the other hand, the terms of the Amenity Articles and the Amenity By-Laws shall control.

(D) Relation of Amenity Declaration to Declaration. The Parcel is hereby annexed and added to the Property and, as such, is subject in all respects to the Declaration and all of the provisions, covenants, restrictions, easement, charges, Assessments, and liens set forth in the Declaration. This Amenity Declaration is intended primarily to address the Amenity Area and the Amenities and shall be in addition and supplemental to the Declaration and should be construed harmoniously therewith; however, in the event of a conflict between the terms of this Amenity Declaration and any Declaration, the terms of the Declaration shall control.

(E) Relation of Amenity Association to the Corporation. The Amenity Association is intended primarily to address the Amenity Area and the Amenities and shall be in addition and supplemental to the Association and should be construed harmoniously therewith; however, in the event of a conflict between the terms of the Amenity Articles and the Amenity By-Laws, on the one hand, and the Corporate Articles and Corporate By-Laws, on the other hand, the terms of the Corporate Articles and Corporate By-Laws shall control.

Section 3. Additions to and Withdrawals from the Parcel.

(A) Additions. As of the date of the execution of this Amenity Declaration the Parcel comprises only the Land. The Amenity Declarant in its discretion shall have the right, and hereby reserves on to itself the unilateral right, at any time, and from time to time, at any time prior to the Amenity Applicable Date, to add to the Parcel and subject to this Amenity Declaration all or any part of the Additional Land. Any portion of the Additional Land shall be added to the Parcel, and therefore and thereby becomes a part of the Parcel and subject in all respects to this Amenity

Declaration and all rights, obligations, and privileges herein, when Amenity Declarant records of the Recorder of Hamilton County, Indiana an instrument so declaring the same to be part of the Parcel, which instrument may be contained in a Neighborhood Plat. Upon recording of any such instrument on or before the Amenity Applicable Date, the portion of the Additional Land described therein shall, for all purposes, thereafter be deemed a part of the Parcel and subject in all respects to the provisions covenants, restrictions, easements, charges, Assessments and liens, set forth in this Amenity Declaration. No single exercise of Amenity Declarant's right and option to add and expand the Parcel as to any part or parts of the Additional Land shall preclude the Amenity Declarant from thereafter from time to time further expanding and adding to the Parcel to include other portions of the Additional Land, and such right and option of expansion may be exercised by Amenity Declarant from time to time as to all or any portions of the Additional Land so long as such expansion is accomplished on or before the expiration of the Amenity Applicable Date. Such expansion of the Parcel is in the discretion of the Amenity Declarant and nothing contained in this Amenity Declaration or otherwise shall require the Amenity Declarant to expand the Parcel beyond the Land, or to any portions of the Additional Land, which the Amenity Declarant may voluntarily and in its discretion from time to time subject to this Amenity Declaration.

(B) Withdrawals. So long as it has a right to annex Additional Land pursuant to the Section 3, the Amenity Declarant reserves the right in its discretion to amend this Amenity Declaration and for any purpose including, without limitation, the purpose of removing any portion of the Parcel, which has not yet been improved with Residence(s), from the coverage of this Amenity Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the portion of the Parcel to be withdrawn, if not the Amenity Declarant.

Section 4. Amenity Area. The development, ownership and maintenance of any Amenity Area shall be in accordance with the following and other applicable provisions of this Amenity Declaration:

(A) Maintenance. The Amenity Association shall be responsible for maintaining the Amenity Area, and the Maintenance Costs thereof shall be assessed as a Annual Amenity Assessment against all Neighborhood Lots as set forth below in Section 6;

(B) Ownership. Unless expressly stated in an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, the Amenity Area and the Amenities shall remain private, and neither Amenity Declarant's execution or recording of an instrument portraying the Amenity Area, nor the doing of any other act by Amenity Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Amenity Area.

(C) Density of Use. Amenity Declarant expressly disclaims any warranties or representations regarding the density or intensity of use of the Amenity Area or the Amenities.

(D) Management and Control. The Amenity Association, subject to the rights of Amenity Declarant, shall be responsible for the exclusive management and control of the Amenity Area and shall keep the Amenity Area and Amenities in good, clean, attractive and sanitary condition, order and repair. The Amenity Board, in its discretion, may hire a professional manager or management company to assist with the management and operation of the Amenity Association, and the costs thereof shall be included in the Annual Amenity Assessment. No contract or agreement for professional management of the Amenity Association, nor any other contract to which the Amenity Association is a party, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

(E) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Amenity Area except to the extent granted by, and subject to the terms and provisions of, this Amenity Declaration. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Neighborhood Lot for whose benefit they are granted.

(F) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

1. The right of the Amenity Association, as to Amenity Area, to establish reasonable, uniform rules and regulations for the use of the Amenity Area and the Amenities (including but not limited to use of identification cards), but no such rule or regulation shall be inconsistent with the provisions of this Amenity Declaration;

2. The right of the Amenity Association, as to Amenity Area, to suspend the right of a Neighborhood Lot Owner, and all Persons whose right to use the Amenity Area derives from such Neighborhood Lot Owner's ownership of a Neighborhood Lot (including Neighborhood Residence Occupants), to use all or any portions of such Amenity Area for any period during which any Annual Amenity Assessment against the Neighborhood Owner's Lot remains unpaid for more than six (6) months after notice;

3. The right of the Amenity Association, as to Amenity Area, to suspend the right of an Neighborhood Lot Owner and any Person claiming through the Neighborhood Lot Owner (including Neighborhood Residence Occupants) to use all or any portion of such Amenity Area for a period not to exceed sixty (60) consecutive days for any other infraction of this Amenity Declaration, or any rules or regulations adopted by the Amenity Association.

4. The right of the Amenity Association, as to the Amenity Area, to mortgage any or all of such Amenity Area and the Amenity Facilities for the purposes of improvements to, or repair of, such Amenity Area and the Amenities, pursuant to approval of the Amenity Board.

(G) Rights of Use. The Neighborhood Residence Occupants and their family members and guests, may use the Amenity Area and the Amenities subject to provisions, covenants, restrictions, easement, charges, Assessments, and liens set forth in this Amenity Declaration and subject also to such general, uniform rules, regulations, policies and procedures consistent with the provisions of this Amenity Declaration as may be established from time to time by the Amenity Association. Except as otherwise provided herein, the Amenity Association may restrict use of the Amenity Area and the Amenities by guests of Neighborhood Residence Occupants whose use thereof is authorized in this Amenity Declaration.

(H) Damage or Destruction by Neighborhood Lot Owner. In the event the Amenity Area or any or the Amenities is damaged or destroyed by a Neighborhood Residence Occupant or his or her guests, tenants, licensees, agents, or members of his family, the Neighborhood Residence Occupant, and the corresponding Neighborhood Lot Owner, if not the same as the Neighborhood Residence Occupant, authorizes the Amenity Association to repair said damaged area and the Amenity Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Amenity Association in the discretion of the Amenity Association. An amount equal to the costs incurred to effect such repairs shall be assessed against such Neighborhood Residence Occupant and the corresponding Neighborhood Lot, as a Special Assessment and shall constitute a lien upon said corresponding Neighborhood Lot, which may be collected per the terms of Section 6 below.

(I) Conveyance of Title. Amenity Declarant may but is not obligated to retain the legal title to the Amenity Area and the Amenity Facilities until the Amenity Applicable Date; provided, however, that the Amenity Declarant hereby shall convey to the Association the title, by quitclaim deed, prior to the Amenity Applicable Date.

(J) Use and Improvements. Unless approved by the Amenity Declarant, in its sole discretion, or the Amenity Board, in its sole discretion, no permanent improvements shall be made to or installed on any Amenity Area. The use of the Amenity Area shall be subject to uniform rules, regulations, policies and procedures adopted by the Amenity Board, in its discretion, which shall not be inconsistent with the provisions of this Amenity Declaration.

Section 5. The Amenity Association

(A) Membership. The Amenity Association shall not have members.

(B) Powers. The Amenity Association shall have such powers as are set forth in this Amenity Declaration and in the Amenity Articles and Amenity By-Laws.

(C) Board of Directors. Prior to the Amenity Applicable Date, and as specified in the Amenity Bylaws, (i) any and all members of the Amenity Board shall be appointed by and serve at the pleasure of the Amenity Declarant, (ii) any and all members of the Amenity Board may be removed and replaced by the Amenity Declarant at any time and for any reason, and (iii) all vacancies in the Amenity Board shall be filled by the Amenity Declarant. After the Amenity Applicable Date, members of the Amenity Board shall consist of the one (1) Selected Director from each Neighborhood Board, which Selected Director shall be designated, appointed, or removed, in the manner set forth in the Amenity Bylaws.

(D) Maintenance Standards. In each instance in which this Amenity Declaration imposes on the Amenity Association maintenance obligations with respect to the Amenity Area, the Amenity Association shall maintain the Amenity Area, or designated part thereof in good condition, order and repair. Grass, trees, shrubs and other plantings located on the Amenity Area for which the Amenity Association has maintenance responsibility shall be irrigated and shall be kept properly and neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and sightly condition appropriate to a first-class master planned, mixed-use community.

(E) Insurance, Taxes and Utilities. The Amenity Association shall maintain public liability and casualty insurance in prudent amounts insuring against risk of loss to the Amenity Declarant and the Amenity Association on account of injury to person or Parcel and damage to the Amenity Area and the Amenities, shall maintain errors and omissions insurance insuring its officers and directors, and shall pay all taxes assessed against the Amenity Area and all utility charges incurred with respect to Amenity Area.

Section 6. Assessments.

(A) Creation and Commencement. Each Neighborhood Lot Owner (other than Exempt Owners) of any Neighborhood Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Amenity Association: (i) Annual Amenity Assessments, (ii) Amenity Capital Assessments, (iii) Amenity Special Assessments and (iv) Amenity Violation Assessments per the provisions set forth below, all of which shall commence on the date of the Notice of Substantial Completion. The first Annual Amenity Assessment shall be due, on a date determined by the Amenity Board, for the calendar year in which the Notice of Substantial Completion is given, shall be prorated for such calendar year from the date of the Notice of Substantial Completion and shall be due and owing in full for each calendar year thereafter.

(B) Lien and Personal Obligation. All Assessments provided for in this Amenity Declaration, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Neighborhood Lot against which each Assessment is made until paid in full. The Amenity Board, in its discretion, is hereby fully authorized to record with the Recorder of Hamilton County a written instrument evidencing the lien, against the applicable Neighborhood Lot, for any delinquent Assessments. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Neighborhood Lot Owner at the time when the Assessment became due. Notwithstanding the foregoing, and, except as hereinafter provided, without limiting the personal obligation of any such Neighborhood Lot Owner, the Amenity Board, in its discretion may, from time to time, elect to require the collection of any Assessments by and through a Neighborhood Association, which shall then, per the terms of this Amenity Declaration, allocate and pro-rate the Assessments of the Amenity Association to Neighborhood Lot Owners within the Neighborhood made the subject of such Neighborhood Association, and such Neighborhood Association, along with the Neighborhood Lot Owners within the Neighborhood made the subject of such Neighborhood Association, shall be personally liable therefore.

(C) Assessment.

1. The Annual Amenity Assessment levied by the Amenity Association shall be used exclusively for the Amenity Obligations. The Amenity Board, in its discretion, from time to

time may but shall not be obligated to establish and maintain a reserve fund for replacements by the allocation from the Annual Amenity Assessment and the payment to such reserve fund of an amount determined annually by the Amenity Board, in its discretion; to be sufficient to meet the cost of periodic significant capital repairs, renewals and replacements of the Amenities. The Annual Amenity Assessment shall be paid annually, on a date established by the Amenity Board.

2. The Annual Amenity Assessment shall be allocated, pro-rata and uniformly, among all Neighborhood Lot Owners other than Exempt Owners. The Amount of the Annual Assessment to be paid by each such Neighborhood Lot Owner, other than an Exempt Owners, shall be equal to the lesser of (i) the Annual Budget divided by three hundred (300) or (ii) the Annual Budget divided by the total number of Neighborhood Lots that are not occupied by an Exempt Owner.

(D) Amenity Capital Assessment. The Amenity Board, in its discretion, may levy against all Neighborhood Lot Owners other than Exempt Owners, in any calendar year, a Capital Assessment applicable to that year and not more than the next four (4) succeeding calendar years for the purpose of defraying, in whole or in part, the cost of any repair, or replacement of a capital improvement upon the Amenity Area, including any of the Amenities.

(E) Amenity Special Assessments. In the event the Annual Amenity Assessment for any calendar year after the Amenity Applicable Date is inadequate to cover the costs incurred by the Amenity Association to satisfy the Amenity Obligations in such calendar year, the Amenity Board in its discretion may levy upon all Neighborhood Lot Owners other than Exempt Owners, as an Amenity Special Assessment, to cure such inadequacy. Such Amenity Special Assessment shall be allocated among the Neighborhood Lot Owners in the same manner as the Annual Amenity Assessment is allocated among Neighborhood Lot Owners.

(F) Effect of Nonpayment of Assessments; Remedies of the Amenity Association. Any Assessments not paid within thirty (30) days after the due date may, upon resolution of the Amenity Board, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Amenity Board for each Assessment year. The Amenity Association shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment and to foreclose the lien of such delinquent Assessments in the same manner in which mortgages are foreclosed in the State of Indiana, and shall also be entitled to collect any expenses or costs, including reasonable attorney's fees incurred by the Amenity Association in collecting such Assessment. If the Amenity Association has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Amenity Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Neighborhood Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Amenity Area or the Amenities or by abandonment of a Neighborhood Lot.

(G) Subordination of the Lien to Mortgages. To the extent specified herein, the lien of the Assessments provided for herein against a Neighborhood Lot shall be subordinate to the lien of any first mortgage recorded in the Office of the Recorder of Hamilton County, Indiana, covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Neighborhood Lot shall not affect the lien of any Assessment. The sale or transfer of any Neighborhood Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than six (6) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(H) Certificates. The Amenity Association shall, upon demand in writing by an Neighborhood Lot Owner, at any time, furnish a certificate in writing signed by an officer of the Amenity Association that the Assessments by the Amenity Association on a Neighborhood Lot have been paid or that certain such Assessments remain unpaid, as the case may be.

(I) Amenity Association's Annual Budget. By a majority vote of the Amenity Directors, the Amenity Board in its discretion shall adopt the Amenity Association's Annual Budget for the subsequent calendar year, which shall provide for allocation of expenses in such a manner that the Amenity Obligations will be met. The Amenity Board may from time to time, in its discretion, include in the Amenity Association's Annual Budget a capital reserve in an amount sufficient to meet the projected need with respect to both amount and timing of significant reconstruction, repair or replacement of the Amenities.

(J) Amenity Violation Assessment. In addition to all other Assessments authorized in this Amenity Declaration, the Amenity Board, in its discretion, may levy an Amenity Violation Assessment against a Neighborhood Lot Owner, (i) for a violation of this Amenity Declaration or (ii) for damages if any portion of the Amenity Area or the Amenities is damaged due to the willful or negligent act or omission of such Neighborhood Lot Occupant or Neighborhood Lot Occupant's guest or invitee. In the event of such damage, the Amenity Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the discretion of the Amenity Board.

(K) General Assessment. The Amenity Association shall pay a General Assessment, as that term is defined in the Declaration, in an amount to be determined by the Declarant, in its discretion, in the Notice of Substantial Completion. In determining such General Assessment, the Declarant may consider any and all factors deemed relevant by the Declarant in its discretion including, without limitation, the Valuation Table, the impact on the Drainage System and the amount of post-development impervious surface within the Parcel.

Section 7. Enforcement. The Declarant, Corporate Board, Amenity Association, Amenity Declarant, any Neighborhood Association, any Neighborhood Declarant and any Neighborhood Lot Owner, together or individually, shall have the right to enforce, by proceeding at law or in equity all provisions, covenants, restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration, but neither the Declarant, nor the Corporate Board, nor the Amenity Declarant, nor any Neighborhood Association, nor any Neighborhood Declarant, nor any Neighborhood Lot Owner, nor any Person shall be liable for damage of any kind to any Person for failure to enforce or carry out any of the provisions, covenants, restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration. No delay or failure by any Person to enforce any of the covenants, restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to such Person upon the occurrence, recurrence or continuation of any violation or violations of the provisions, covenants, restrictions, easements, charges and liens set forth in this Amenity Declaration. In any action to enforce this Amenity Declaration, the prevailing party shall be entitled to recover costs of litigation and reasonable attorneys' fees.

Section 8. Amendments.

(A) By Amenity Declarant. The Amenity Declarant hereby reserves the right, at any time prior to the Amenity Applicable Date, to unilaterally amend and revise the provisions, covenants, restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration contained in this Amenity Declaration, unless the amendment of a particular provision of this Amenity Declaration is explicitly prohibited by this Amenity Declaration. Such amendments shall be in writing, executed by Amenity Declarant, and recorded with the Recorder of Hamilton County, Indiana.

(B) Annually. After the Amenity Applicable Date, this Amenity Declaration may be amended at any time by an instrument signed by a majority of the votes of the Amenity Board cast at a meeting of the Amenity Board duly called for the purpose of amending this Amenity Declaration.

(C) Prohibited Amendments. Any amendments to any Neighborhood Declarations that attempt to terminate, modify, revise or amend, in any manner, the application to the subject Neighborhood of this Amenity Declaration or any or all of the covenants, conditions, covenants, restrictions, easements, charges and liens set forth in this Amenity Declaration or agreements set

forth in this Amenity Declaration are prohibited and shall be null and void and without any force or effect.

(D) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Hamilton County, Indiana.

Section 9. Interpretation. The underlined titles preceding the various Sections and Sub-Sections of this Amenity Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Amenity Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter. The word "herein" shall mean the entire Amenity Declaration and shall not mean only the paragraph or Section in which the word "herein" appears.

Section 10. Duration. This Amenity Declaration and the covenants, restrictions, easements, charges and liens set forth in this Amenity Declaration are for the mutual benefit and protection of the present and future Neighborhoods, Neighborhood Lot Owners, the Amenity Association, and Amenity Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2070, at which time this Amenity Declaration and its covenants and covenants, restrictions, easements, charges and liens set forth in this Amenity Declaration shall be automatically extended for successive periods of ten (10) years, unless amended per the terms and conditions set forth in Section 10 above.

Section 11. Severability. Every one of the provisions, covenants restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration is hereby declared to be independent of, and severable from, the rest of the provisions, covenants restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration and of and from every one of the provisions, covenants, restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration, and of and from every combination of the provisions, covenants, provisions, restrictions, easements, charges, Assessments and liens set forth in this Amenity Declaration. Therefore, if any of the shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the other provisions, covenants, restrictions, charges, Assessments or liens set forth in this Amenity Declaration.

Section 12. Right to Approve Additional Covenants. Prior to the Amenity Applicable Date, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Parcel without Amenity Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and recorded by Amenity Declarant in the Office of the Recorder of Hamilton County, Indiana.

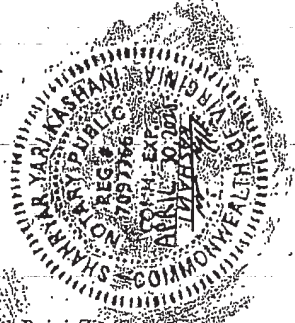
(signature page follows)

IN TESTIMONY WHEREOF, Amenity Declarant has executed this Amenity Declaration as of the date set forth above.

Falcon Nest II LLC an Indiana limited liability company,

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX) SS:

By: [Signature]
Rajai Zumot, Executive Officer



Before me, a Notary Public in and for said County and State, personally appeared Rajai Zumot, Executive Officer of Falcon Nest II, an Indiana limited liability company, and acknowledged the execution of the foregoing Amenity Overlay Declaration of Covenants and Restrictions of The Legacy on behalf of such entity.

WITNESS my hand and Notarial Seal this 18th day of December, 2012.

[Signature]
Notary Public
SHAHRYAR YARI KASHANI
(Printed Signature)

My Commission Expires: APRIL 30, 2015
My Commission # is: 7097766
My County of Residence: FAIRFAX

This instrument prepared by, and after recording, return to: Charles D. Frankenberger, NELSON & FRANKENBERGER, 3105 E. 98th Street, Suite 170, Indianapolis, IN.46280

Pursuant to IC 36-2-11(b)(2), 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 - Charles D. Frankenberger.

EXHIBIT "A"**(Real Estate)**

Tract 1:

A part of Section 23, Township 18 North, Range 4 East of the 2nd Principal Meridian, Clay Township, Hamilton County, Indiana described more particularly as follows:

Commencing at the Northeast Corner of said Section 23; thence North 89 degrees 15 minutes 40 seconds West along the North line of the Northeast Quarter of said Section 23 a distance of 337.40 feet; thence South 20 degrees 07 minutes 12 seconds West a distance of 149.74 feet to a point being the Southwest intersection of the rights-of-way for 146th Street and River Road as described in Instrument No. 200100065741 in the Office of the Recorder of Hamilton County, Indiana, thence the following twelve (12) courses along the westerly right-of-way of River Road per said Instrument No. 200100065741; (1) South 20 degrees 07 minutes 21 seconds West a distance of 92.91 feet; (2) South 69 degrees 52 minutes 38 seconds East a distance of 16.50 feet; (3) South 00 degrees 07 minutes 41 seconds West a distance of 195.81 feet to a point on a non-tangent curve to the right having a radius of 688.98 feet, the radius point which bears North 89 degrees 52 minutes 19 seconds West; (4) southerly along said curve an distance of 426.41 feet to a point which bears South 54 degrees 24 minutes 43 seconds East from said radius point; (5) South 35 degrees 35 minutes 17 seconds West a distance of 313.27 feet; (6) North 69 degrees 52 minutes 38 seconds West a distance of 16.50 feet; (7) South 20 degrees 07 minutes 28 seconds West a distance of 119.41 feet; (8) North 69 degrees 52 minutes 38 seconds West a distance of 16.50 feet to a point on a non-tangent curve to the left having a radius of 1574.80 feet, the radius point of which bears South 54 degrees 49 minutes 01 seconds East; (9) Southwesterly along said curve an arc distance of 367.82 feet to a point which bears North 68 degrees 11 minutes 57 seconds West from said radius point; (10) South 21 degrees 48 minutes 03 seconds West a distance of 191.51 feet; (11) South 15 degrees 18 minutes 16 seconds East a distance of 82.28 feet; (12) South 68 degrees 12 minutes 11 seconds East a distance of 16.50 feet to the physical centerline of River Road, thence the following seventeen (17) courses along the physical centerline of River Road; (1) South 21 degrees 14 minutes 47 seconds West a distance of 243.57 feet; (2) South 21 degrees 20 minutes 03 seconds West a distance of 151.74 feet; (3) South 23 degrees 01 minutes 40 seconds West a distance of 99.76 feet; (4) South 24 degrees 29 minutes 46 seconds West a distance of 51.87 feet to a point on a non-tangent curve to the right having a radius of 397.42 feet, the radius point of which bears North 66 degrees 03 minutes 44 seconds West; (5) southwesterly along said curve an arc distance of 191.02 feet to a point which bears South 38 degrees 31 minutes 23 seconds East from said radius point; (6) South 52 degrees 56 minutes 19 seconds West a distance of 64.43 feet; (7) South 56 degrees 48 minutes 58 seconds West a distance of 84.84 feet; (8) South 58 degrees 29 minutes 55 seconds West a distance of 204.22 feet; (9) South 59 degrees 38 minutes 13 seconds West a distance of 213.74 feet; (10) South 59 degrees 38 minutes 43 seconds West a distance of 416.86 feet; (11) South 59 degrees 26 minutes 13 seconds West a distance of 210.95 feet; (12) South 59 degrees 08 minutes 15 seconds West a distance of 205.20 feet to a point on a non-tangent curve to the left having a

radius of 1427.15 feet, the radius point of which bear South 29 degrees 09 minutes 29 seconds East; (13) southwesterly along said curve an arc distance of 338.21 feet to a point which bears North 42 degrees 44 minutes 11 seconds West from said radius point; (14) South 47 degrees 13 minutes 52 seconds West a distance of 257.68 feet; (15) South 47 degrees 01 minutes 38 seconds West a distance of 316.41 feet; (16) South 46 degrees 58 minutes 46 seconds West a distance of 613.46 feet to a point on a non-tangent curve to the left having a radius of 1232.86 feet, the radius point of which bear South 43 degrees 01 minutes 14 seconds East; (17) southwesterly along said curve an arch distance of 153.00 feet to a point which bears North 50 degrees 07 minutes 52 seconds West from said radius point; thence North 00 degrees 53 minutes 16 seconds West a distance of 78.51 feet to a point on a non-tangent curve to the right having a radius of 1285.49 feet, the radius point of which bear South 47 degrees 28 minutes 47 seconds East; northeasterly along said curve an arch distance of 100.05 feet to a point which bears North 43 degrees 01 minutes 15 seconds West from said radius point; thence North 46 degrees 58 minutes 46 seconds East a distance of 613.46 feet to the north line of real estate described in Instrument No. 9609651829 is said Recorder's Office, marked by a 5/8" rebar with cap stamped "S & A Firm #0008" (hereafter referred to as a S & A rebar) also the POINT OF BEGINNING of this description; thence North 89 degrees 45 minutes 37 seconds West 348.33 feet; thence North 00 degrees 00 minutes 00 seconds East 121.69 feet; thence North 06 degrees 47 minutes 19 seconds East 107.00 feet; thence North 39 degrees 37 minutes 41 seconds East 43.82 feet; thence North 00 degrees 00 minutes 00 seconds East 280.00 feet; thence South 90 degrees 00 minutes 00 seconds West 185.00 feet; thence North 00 degrees 00 minutes 00 seconds East 2.00 feet; thence South 90 degrees 00 minutes 00 seconds West 135.00 feet; thence North 00 degrees 00 minutes 00 seconds East 135.00 feet; thence South 90 degrees 00 minutes 00 seconds West 25.87 feet; thence North 00 degrees 00 minutes 00 seconds East 135.00 feet; thence South 90 degrees 00 minutes 00 seconds West 259.19 feet; thence North 00 degrees 00 minutes 00 seconds East 289.00 feet; thence North 90 degrees 00 minutes 00 seconds East 342.00 feet; thence North 00 degrees 00 minutes 00 seconds East 231.00 feet; thence North 90 degrees 00 minutes 00 seconds East 58.59 feet to a point on a curve concave northerly, the radius point of said curve being North 00 degrees 00 minutes 00 seconds East 1,525.00 feet from said point; thence easterly along said curve 111.19 feet to the point of tangency of said curve, said point being South 04 degrees 10 minutes 38 seconds East 1,525.00 feet from the radius point of said curve; thence North 81 degrees 10 minutes 53 seconds East 126.48 feet to the southwesterly right of way line of Community Drive as described in Instrument No. 2008-43636 in said Recorder's Office; the next five (5) courses being on and along said right of way line; (1) South 00 degrees 09 minutes 46 seconds East 48.63 feet to a point on a curve concave southerly, the radius point of said curve being South 06 degrees 02 minutes 04 seconds East 82.00 feet from said point; (2) easterly along said curve 61.92 feet to the point of tangency of said curve, said point being North 36 degrees 54 minutes 58 seconds East 82.00 feet from the radius point of said curve; (3) South 52 degrees 29 minutes 55 seconds East 41.34 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 37 degrees 30 minutes 05 seconds West 150.00 feet from said point; (4) southeasterly along said curve 131.44 feet to the point of tangency of said curve, said point being North 87 degrees 42 minutes 34 seconds East 150.00 feet from the radius point of said curve; (5) South 02 degrees 17 minutes 26 seconds East 25.03 feet; thence along the

proposed westerly right of way line of extended Community Drive by the following nine (9) courses: (1) South 02 degrees 17 minutes 26 seconds East 25.32 feet; (2) South 00 degrees 00 minutes 00 seconds East 769.80 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 90 degrees 00 minutes 00 seconds East 328.00 feet from said point; (3) southerly along said curve 170.73 feet to the point of tangency of said curve, said point being South 60 degrees 10 minutes 35 seconds West 328.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southwesterly, the radius point of said curve being South 60 degrees 10 minutes 35 seconds West 285.00 feet from said point; (4) southeasterly along said curve 27.77 feet to the point of tangency of said curve, said point being North 65 degrees 45 minutes 30 seconds East 285.00 feet from the radius point of said curve; (5) South 24 degrees 14 minutes 30 seconds East 28.35 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 65 degrees 45 minutes 30 seconds East 92.00 feet from said point; (6) southeasterly along said curve 30.08 feet to the point of tangency of said curve, said point being South 47 degrees 01 minutes 37 seconds West 92.00 feet from the radius point of said curve; (7) South 42 degrees 58 minutes 22 seconds East 74.51 feet; (8) South 02 degrees 45 minutes 10 seconds West 34.90 feet; (9) South 48 degrees 28 minutes 42 seconds West 11.56 feet to the place of beginning, containing 13.536 acres, more or less.

Together with the following described real estate:

Tract 2:

A part of Section 23, Township 18 North, Range 4 East of the 2nd Principal Meridian, Clay Township, Hamilton County, Indiana described more particularly as follows:

Commencing at the Northeast Corner of said Section 23; thence North 89 degrees 15 minutes 40 seconds West along the North line of the Northeast Quarter of said Section 23 a distance of 337.40 feet; thence South 20 degrees 07 minutes 12 seconds West a distance of 149.74 feet to a point being the Southwest intersection of the rights-of-way for 146th Street and River Road as described in Instrument No. 200100065741 in the Office of the Recorder of Hamilton County, Indiana; the following twelve (12) courses along the westerly right-of-way of said River Road; (1) continuing South 20 degrees 07 minutes 21 seconds West a distance of 92.91 feet; (2) South 69 degrees 52 minutes 38 seconds East a distance of 16.50 feet; (3) South 00 degrees 07 minutes 41 seconds West a distance of 195.81 feet to a point on a non-tangent curve to the right having a radius of 688.98 feet, the radius point which bears North 89 degrees 52 minutes 19 seconds West; (4) southerly along said curve a distance of 426.41 feet to a point which bears North 54 degrees 24 minutes 43 seconds West from said radius point; (5) South 35 degrees 35 minutes 17 seconds West a distance of 313.27 feet; (6) North 69 degrees 52 minutes 38 seconds West a

distance of 16.50 feet; (7) South 20 degrees 07 minutes 28 seconds West a distance of 119.41 feet; (8) North 69 degrees 52 minutes 38 seconds West a distance of 16.50 feet to a point on a non-tangent curve to the left having a radius of 1,574.80 feet, the radius point of which bears South 54 degrees 49 minutes 01 seconds East; (9) southwesterly along said curve an arc distance of 367.82 feet to a point which bears South 68 degrees 11 minutes 57 seconds East from said radius point; (10) South 21 degrees 48 minutes 03 seconds West a distance of 191.51 feet; (11) South 15 degrees 18 minutes 16 seconds East a distance of 82.28 feet; (12) South 68 degrees 12 minutes 11 seconds East a distance of 16.50 feet to the physical centerline of River Road; the following seventeen (15) courses along the physical centerline of River Road; (1) South 21 degrees 14 minutes 47 seconds West a distance of 243.57 feet; (2) South 21 degrees 20 minutes 03 seconds West a distance of 151.74 feet; (3) South 23 degrees 01 minutes 40 seconds West a distance of 99.76 feet; (4) South 24 degrees 29 minutes 46 seconds West a distance of 51.87 feet to a point on a non-tangent curve to the right having a radius of 397.42 feet, the radius point of which bears North 66 degrees 03 minutes 44 seconds West; (5) southwesterly along said curve an arc distance of 191.02 feet to a point which bears North 38 degrees 31 minutes 23 seconds West from said radius point; (6) South 52 degrees 56 minutes 19 seconds West a distance of 64.43 feet; (7) South 56 degrees 48 minutes 58 seconds West a distance of 84.84 feet; (8) South 58 degrees 29 minutes 55 seconds West a distance of 204.22 feet; (9) South 59 degrees 38 minutes 13 seconds West a distance of 213.74 feet; (10) South 59 degrees 38 minutes 43 seconds West a distance of 233.99 feet to the POINT OF BEGINNING of this description; (11) continuing South 59 degrees 38 minutes 43 seconds West 182.87 feet; (12) South 59 degrees 26 minutes 13 seconds West 210.95 feet; (13) South 59 degrees 08 minutes 15 seconds West 205.20 feet to a point on a curve concave southeasterly, the radius point of said curve being South 29 degrees 09 minutes 29 seconds East 1,427.15 feet from said point; (14) southwesterly along said curve 338.21 feet to the point of tangency of said curve, said point being North 42 degrees 44 minutes 11 seconds West 1,427.15 feet from the radius point of said curve; (15) South 47 degrees 13 minutes 52 seconds West 130.55 feet; thence North 42 degrees 46 minutes 08 seconds West 45.50 feet to the proposed right of way of River Road; the next two (2) course being on and long said proposed right of way; (1) South 47 degrees 13 minutes 52 seconds West 127.13 feet; (2) South 47 degrees 01 minutes 38 seconds West 178.06 feet to the proposed easterly right of way line of extended Community Drive; the next seven (7) courses being along said easterly right of way line; (1) North 87 degrees 58 minutes 22 seconds West 35.36 feet; (2) North 42 degrees 58 minutes 22 seconds West 83.89 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 47 degrees 01 minutes 38 seconds West 87.00 feet from said point; (3) northwesterly along said curve 11.94 feet to the point of tangency of said curve, said point being North 39 degrees 09 minutes 41 seconds East 87.00 feet from the radius point of said curve; (4) North 50 degrees 50 minutes 19 seconds West 36.97 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 39 degrees 09 minutes 41 seconds East 65.00 feet from said point; (5) northwesterly along said curve 25.07 feet to the point of tangency of said curve, said point being South 61 degrees 15 minutes 46 seconds West 65.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being North 61 degrees 15 minutes 46 seconds East 277.00 feet from said point; (6) northerly

along said curve 138.93 feet to the point of tangency of said curve, said point being North 90 degrees 00 minutes 00 seconds West 277.00 feet from the radius point of said curve; (7) North 00 degrees 00 minutes 00 seconds East 795.10 feet to a point on the eastern boundary of a Right-of-Way Exhibit for 146th Street and Community Drive, recorded as Instrument Number 2008043636, in the Office of the Recorder of Hamilton County, Indiana; the following three (3) courses are along said eastern boundary; (1) continuing North 00 degrees 00 minutes 00 seconds East 3.45 feet; (2) North 02 degrees 36 minutes 32 seconds East 22.72 feet to a point on a curve concave easterly, the radius point of said curve being South 87 degrees 23 minutes 37 seconds East 110.00 feet from said point; (3) northerly along said curve 5.38 feet to a point on said curve, said point being North 84 degrees 38 minutes 44 seconds West 110.00 feet from the radius point of said curve; thence South 65 degrees 51 minutes 24 seconds East 193.52 feet; thence North 58 degrees 50 minutes 12 seconds East 39.83 feet; thence North 85 degrees 38 minutes 57 seconds East 180.90 feet; thence North 88 degrees 26 minutes 04 seconds East 65.09 feet; thence North 90 degrees 00 minutes 00 seconds East 731.32 feet; thence South 82 degrees 54 minutes 47 seconds East 58.83 feet; thence South 62 degrees 25 minutes 31 seconds East 56.25 feet; thence South 41 degrees 58 minutes 46 seconds East 56.64 feet; thence North 58 degrees 16 minutes 51 seconds East 120.00 feet to a point on a curve concave southwesterly, the radius point of said curve being South 58 degrees 16 minutes 51 seconds West 279.00 feet from said point; thence northwesterly along said curve 70.15 feet to the point of tangency of said curve, said point being North 43 degrees 52 minutes 28 seconds East 279.00 feet from the radius point of said curve; thence North 42 degrees 13 minutes 32 seconds East 52.34 feet to the south right of way line of proposed boulevard; the next two(2) courses being along said right of way: said point being on a curve concave southwesterly, the radius point of said curve being South 43 degrees 45 minutes 56 seconds West 332.00 feet from said point; (1) southeasterly along said curve 54.03 feet to the point of tangency of said curve, said point being North 53 degrees 05 minutes 21 seconds East 332.00 feet from the radius point of said curve; (2) South 30 degrees 21 minutes 17 seconds East 143.94 feet to the proposed right of way of River Road; thence South 59 degrees 38 minutes 43 seconds West along said proposed right of way a distance of 278.99 feet; thence South 30 degrees 21 minutes 17 seconds East 45.50 feet to the place of beginning, containing 20.725 acres, more or less.

Together with the following described real estate:

Tract 3:

A part of the Northwest Quarter of Section 23, Township 18 North, Range 4 East, and part of the East Half of the Northeast Quarter of Section 22, Township 18 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter Section; thence South 00 degrees 07 minutes 15 seconds East (Assumed Bearing) along the West line of said Quarter Section a distance of 99.33 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 58 minutes 25 seconds East 22.77 feet; thence South 89 degrees 22 minutes 08 seconds East 103.23 feet; thence South 83 degrees 58 minutes 30 seconds East 54.30 feet; thence South 00 degrees 00 minutes 00 seconds East 109.86 feet; thence South 90 degrees 00 minutes 00 seconds West 179.75 feet to the East line of the East Half of the Northeast Quarter of said Section 22; thence continuing South 90 degrees 00 minutes 00 seconds West 402.75 feet; thence South 00 degrees 00 minutes 00 seconds East 500.00 feet; thence North 90 degrees 00 minutes 00 seconds East 35.00 feet; thence South 00 degrees 00 minutes 00 seconds East 200.00 feet; thence South 90 degrees 00 minutes 00 seconds West 90.00 feet; thence South 00 degrees 00 minutes 00 seconds East 145.00 feet; thence South 90 degrees 00 minutes 00 seconds West 177.50 feet; thence South 00 degrees 00 minutes 00 seconds East 39.22 feet; thence South 90 degrees 00 minutes 00 seconds West 145.00 feet; thence North 00 degrees 00 minutes 00 seconds East 84.22 feet; thence South 90 degrees 00 minutes 00 seconds West 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East 234.22 feet to a point on a curve concave southwesterly, the radius point of said curve being North 90 degrees 00 minutes 00 seconds West 10.00 feet from said point; thence northwesterly along said curve 15.71 feet to a point on said curve, said point being North 00 degrees 00 minutes 00 seconds East 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 95.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 00 degrees 00 minutes 00 seconds West 10.00 feet from said point; thence southwesterly along said curve 15.71 feet to the point of tangency of said curve, said point being South 90 degrees 00 minutes 00 seconds West 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 50.00 feet to a point on a curve concave southwesterly, the radius point of said curve being North 90 degrees 00 minutes 00 seconds West 10.00 feet from said point; thence northwesterly along said curve 15.71 feet to a point on said curve, said point being North 00 degrees 00 minutes 00 seconds East 10.00 feet from the radius point of said curve; thence South 90 degrees 00 minutes 00 seconds West 260.72 feet to the West line of the East Half of the Northeast Quarter of said Section 22; thence North 00 degrees 03 minutes 48 seconds West along said West line a distance of 1,171.83 feet; thence South 89 degrees 46 minutes 32 seconds East 117.55 feet; thence South 88 degrees 35 minutes 16 seconds East 12.24 feet; thence South 88 degrees 42 minutes 45 seconds East 20.41 feet; thence South 88 degrees 44 minutes 17 seconds East 56.52 feet; thence South 88 degrees 23 minutes 04 seconds East 15.80 feet; thence South 84 degrees 48 minutes 27 seconds East 173.52 feet; thence South 88 degrees 44 minutes 54 seconds East 171.13 feet; thence South 86 degrees 51 minutes 09 seconds East 45.84 feet; thence South 87 degrees 55 minutes 37 seconds East 99.38 feet; thence South 88 degrees 29 minutes 08 seconds East 77.44 feet; thence South 89 degrees 33 minutes 55 seconds East 140.45 feet; thence North 89 degrees 52 minutes 26 seconds East 274.73 feet; thence North 89 degrees 58 minutes 25 seconds East 112.95 feet to the East line of the East Half of the Northeast Quarter of said Section 22 and place of beginning, containing 23.834 acres, more or less.

EXHIBIT "B"**(Additional Real Estate)**

A part of Sections 22 and 23, Township 18 North, Range 4 East of the 2nd Principal Meridian, Clay Township, Hamilton County, Indiana described more particularly as follows:

Commencing at the Northeast Corner of said Section 23; thence North 89 degrees 15 minutes 40 seconds West along the North line of the Northeast Quarter of said Section 23 a distance of 337.40 feet; thence South 20 degrees 07 minutes 12 seconds West a distance of 149.74 feet to the POINT OF BEGINNING of this description; thence South 20 degrees 07 minutes 21 seconds West 92.91 feet; thence South 69 degrees 52 minutes 38 seconds East 16.50 feet; thence South 00 degrees 07 minutes 41 seconds West 195.81 feet to the point of curvature of a curve concave westerly, the radius point of said curve being North 89 degrees 52 minutes 19 seconds West 688.98 feet from said point; thence southerly along said curve 426.40 feet to the point of tangency of said curve, said point being South 54 degrees 24 minutes 43 seconds East 688.98 feet from the radius point of said curve; thence South 35 degrees 35 minutes 17 seconds West 313.27 feet; thence North 69 degrees 52 minutes 38 seconds West 16.50 feet; thence South 20 degrees 07 minutes 28 seconds West 119.41 feet; thence North 69 degrees 52 minutes 38 seconds West 16.50 feet to a point on a curve concave southeasterly, the radius point of said curve being South 54 degrees 49 minutes 01 seconds East 1,574.80 feet from said point; thence southwesterly along said curve 367.82 feet to the point of tangency of said curve, said point being North 68 degrees 11 minutes 57 seconds West 1,574.80 feet from the radius point of said curve; thence South 21 degrees 48 minutes 03 seconds West 191.51 feet; thence South 15 degrees 18 minutes 16 seconds East 82.28 feet; thence South 68 degrees 12 minutes 11 seconds East 16.50 feet; thence South 21 degrees 14 minutes 47 seconds West 243.57 feet; thence South 21 degrees 20 minutes 03 seconds West 151.74 feet; thence South 23 degrees 01 minutes 40 seconds West 99.76 feet; thence South 24 degrees 29 minutes 46 seconds West 51.87 feet to a point on a curve concave northwesterly, the radius point of said curve being North 66 degrees 03 minutes 44 seconds West 397.42 feet from said point; thence southwesterly along said curve 191.02 feet to the point of tangency of said curve, said point being South 38 degrees 31 minutes 23 seconds East 397.42 feet from the radius point of said curve; thence South 52 degrees 56 minutes 19 seconds West 64.43 feet; thence South 56 degrees 48 minutes 58 seconds West 84.84 feet; thence South 58 degrees 29 minutes 55 seconds West 204.22 feet; thence South 59 degrees 38 minutes 13 seconds West 213.74 feet; thence South 59 degrees 38 minutes 43 seconds West 416.86 feet; thence South 59 degrees 26 minutes 13 seconds West 210.95 feet; thence South 59 degrees 08 minutes 15 seconds West 205.20 feet to a point on a curve concave southeasterly, the radius point of said curve being South 29 degrees 09 minutes 29 seconds East 1,427.15 feet from said point; thence southwesterly along said curve 338.21 feet to the point of tangency of said curve, said point being North 42 degrees 44 minutes 11 seconds West 1,427.15 feet from the radius point of said curve; thence South 47 degrees 13 minutes 52 seconds West 257.68 feet; thence South 47 degrees 01 minutes 38 seconds West 316.41 feet; thence South 46 degrees 58 minutes 46 seconds West 613.46 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 43 degrees 01 minutes 14 seconds East 1,232.86 feet from said point; thence southwesterly along said curve 153.01 feet to the point of tangency of said curve, said point being North 50 degrees 07 minutes 53 seconds West 1,232.86 feet from the radius point of said curve; thence North 00 degrees 53 minutes 16 seconds West 78.51 feet to a point on a curve concave southeasterly, the radius point of said curve being South 47 degrees 28

minutes 47 seconds East 1,285.49 feet from said point; thence northeasterly along said curve 100.05 feet to the point of tangency of said curve, said point being North 43 degrees 01 minutes 14 seconds West 1,285.49 feet from the radius point of said curve; thence North 46 degrees 58 minutes 46 seconds East 613.46 feet; thence North 89 degrees 45 minutes 37 seconds West 2,114.73 feet; thence North 00 degrees 18 minutes 08 seconds East 1,112.61 feet; thence South 89 degrees 37 minutes 04 seconds West 1,319.56 feet; thence North 00 degrees 03 minutes 48 seconds West 2,594.22 feet; thence South 89 degrees 46 minutes 32 seconds East 117.55 feet; thence South 88 degrees 35 minutes 16 seconds East 12.24 feet; thence South 88 degrees 42 minutes 45 seconds East 20.41 feet; thence South 88 degrees 44 minutes 17 seconds East 56.52 feet; thence South 88 degrees 23 minutes 04 seconds East 15.80 feet; thence South 84 degrees 48 minutes 27 seconds East 173.52 feet; thence South 88 degrees 44 minutes 54 seconds East 171.13 feet; thence South 86 degrees 51 minutes 09 seconds East 45.84 feet; thence South 87 degrees 55 minutes 37 seconds East 99.38 feet; thence South 88 degrees 29 minutes 08 seconds East 77.44 feet; thence South 89 degrees 33 minutes 55 seconds East 140.45 feet; thence North 89 degrees 52 minutes 26 seconds East 274.73 feet; thence North 89 degrees 58 minutes 25 seconds East 135.72 feet; thence South 89 degrees 22 minutes 08 seconds East 103.23 feet; thence South 83 degrees 58 minutes 30 seconds East 54.30 feet; thence continuing South 83 degrees 58 minutes 30 seconds East along said line, a distance of 34.16 feet; thence North 87 degrees 45 minutes 46 seconds East 158.43 feet; thence South 89 degrees 43 minutes 10 seconds East 92.23 feet; thence South 89 degrees 23 minutes 28 seconds East 292.56 feet; thence South 89 degrees 24 minutes 13 seconds East 413.19 feet; thence South 89 degrees 24 minutes 11 seconds East 149.00 feet; thence South 89 degrees 33 minutes 13 seconds East 325.45 feet; thence South 89 degrees 22 minutes 30 seconds East 12.90 feet; thence South 88 degrees 10 minutes 19 seconds East 458.39 feet; thence South 85 degrees 17 minutes 03 seconds East 696.40 feet; thence South 89 degrees 15 minutes 53 seconds East 1,691.18 feet; thence continuing South 89 degrees 15 minutes 53 seconds East along said line, a distance of 470.49 feet to the place of beginning, containing 413.165 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

Excluding therefrom Parcel One and Parcel Two described as follows:

Parcel One:

A part of the Northeast Quarter of Section 23, Township 18 North, Range 4 East of the 2nd Principal Meridian, Clay Township, Hamilton County, Indiana described more particularly as follows:

Commencing at the Northeast Corner of said Section 23 thence North 89 degrees 15 minutes 40 seconds West (bearings based upon the Indiana State Plane Coordinate System Grid North) along the north line of the Northeast Quarter of said Section 23 a distance of 337.40 feet; thence South 20 degrees 07 minutes 12 seconds West a distance of 149.74 feet to the Point of Beginning being the southwest intersection of the rights-of-way for 146th Street and River Road as described in Instrument No. 200100065741 in the Office of the Recorder of Hamilton County, Indiana, the following 5 courses along the westerly right-of-way of River Road per said Instrument No. 200100065741; (1) South 20 degrees 07 minutes 21 seconds West a distance of 92.91 feet; (2) South 69 degrees 52 minutes 38 seconds East a distance of 16.50 feet; (3) South 00 degrees 07 minutes 41 seconds West a distance of 195.81 feet to a point of curvature of a curve to the right having a radius of 688.98 feet, the radius point of which bears North 89 degrees 52 minutes 19 seconds West; (4) southerly and southwesterly along said curve an arc

distance of 426.40 feet to a point which bears South 54 degrees 24 minutes 43 seconds East from said radius point; (5) South 35 degrees 35 minutes 17 seconds West a distance of 52.83 feet; thence North 54 degrees 24 minutes 43 seconds West a distance of 492.04 feet; thence North 20 degrees 14 minutes 00 seconds East a distance of 208.02 feet; thence North 00 degrees 44 minutes 07 seconds East a distance of 256.03 feet to the southerly right-of-way of 146th Street; thence South 89 degrees 15 minutes 53 seconds East along said southerly right-of-way a distance of 501.29 feet to the Point of Beginning, containing 7.012 acres, more or less.

Parcel Two:

A part of Section 23, Township 18 North, Range 4 East of the 2nd Principal Meridian, Clay Township, Hamilton County, Indiana described more particularly as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 23 being marked by a Harrison monument; thence South 89 degrees 15 minutes 40 seconds East along the North line of said Quarter Section a distance of 291.35 feet; thence South 00 degrees 44 minutes 20 seconds West, perpendicular to said North line, a distance of 426.88 feet to a 5/8" rebar with cap stamped "S & A Firm #0008" (hereafter referred to as a S & A rebar) and the POINT OF BEGINNING of the following description; thence South 04 degrees 48 minutes 02 seconds West 196.10 feet to a S & A rebar; thence South 15 degrees 34 minutes 41 seconds West 112.29 feet to a S & A rebar; thence South 47 degrees 16 minutes 03 seconds West 165.92 feet to a S & A rebar; thence South 38 degrees 32 minutes 50 seconds West 152.74 feet to a S & A rebar; thence South 33 degrees 40 minutes 01 seconds West 82.68 feet to a S & A rebar; thence South 00 degrees 09 minutes 59 seconds West 76.50 feet to a S & A rebar; thence South 38 degrees 41 minutes 04 seconds West 136.39 feet to a S & A rebar; thence South 67 degrees 30 minutes 02 seconds West 85.08 feet to a S & A rebar; thence North 85 degrees 34 minutes 55 seconds West 33.06 feet to a S & A rebar; thence North 60 degrees 37 minutes 33 seconds West 61.76 feet to a S & A rebar; thence North 78 degrees 03 minutes 00 seconds West 39.88 feet to a S & A rebar; thence South 89 degrees 56 minutes 56 seconds West 42.30 feet to a S & A rebar; thence South 89 degrees 59 minutes 23 seconds West 265.57 feet to a S & A rebar; thence North 03 degrees 04 minutes 59 seconds West 475.72 feet to a S & A rebar and the point of curvature of a curve concave easterly, the radius point of said curve being North 86 degrees 55 minutes 01 seconds East 455.50 feet from said point; thence northerly along said curve 24.51 feet to a S & A rebar and the point of tangency of said curve, said point being North 90 degrees 00 minutes 00 seconds West 455.50 feet from the radius point of said curve; thence North 00 degrees 00 minutes 00 seconds West 88.34 feet to a S & A rebar and the point of curvature of a curve concave easterly, the radius point of said curve being South 90 degrees 00 minutes 00 seconds East 455.50 feet from said point; thence northerly along said curve 10.52 feet to a S & A rebar and the point of tangency of said curve, said point being North 88 degrees 40 minutes 38 seconds West 455.50 feet from the radius point of said curve; thence South 89 degrees 57 minutes 01 seconds East 73.57 feet to a S & A rebar; thence North 88 degrees 00 minutes 00 seconds East 125.78 feet to a S & A rebar; thence North 04 degrees 21 minutes 27 seconds East 176.84 feet to a S & A rebar; thence North 90 degrees 00 minutes 00 seconds East 720.62 feet to the place of beginning, containing 13.040 acres, more or less.

ALSO EXCLUDING FROM THE ABOVE THE REAL ESTATE COMPRISING 58.095 ACRES, MORE OR LESS AND LEGALY DESCRIBED IN WHAT IS ATTACHED TO AND INCORPORATED INTO THIS AMENITY OVERLAY DECLARATION AS EXHIBIT "A".

EXHIBIT "C"**DEFINITIONS**

"Additional Land" means the real estate located in Hamilton County, Indiana and particularly described in what is attached hereto and incorporated herein by reference as **Exhibit "B"**, along with all Land contiguous therewith.

"Amenities" means the amenities that may, in the sole discretion of the Amenity Declarant, be constructed by the Amenity Declarant in the Amenity Area and may include an outdoor pool and two (2) or more of the following: (i) a wading pool, (ii) a bath house with changing rooms and storage, (iii) a play ground with commercial grade play equipment, (iv) one (1) lighted tennis court, (iii) two (2) half basketball courts, (v) two (2) bocce ball courts (vi) an indoor work area. The Amenity Declarant, in its sole discretion, may construct in the Amenity Area more amenities than described in this definition and, further, all of the attributes of the Amenities including, without limitation, the size, configuration, architecture, design, lighting and landscaping of the Amenities, shall be determined by the Amenity Declarant in its sole discretion.

"Amenity Area" means the specific area or areas located within Parcel or the Additional Land where Amenity Declarant has designated for the location of the Amenities. The size, configuration and location of the Amenity Area shall be determined by the Amenity Declarant in its sole discretion.

"Amenity Articles" means the Articles of Incorporation of the Amenity Association, as amended from time to time.

"Amenity Association" means The Legacy Amenity Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

"Amenity Association's Annual Budget" means the costs, as determined by the Amenity Association's Board, in its discretion, of fulfilling the Amenity Association's Obligations on an annual basis.

"Amenity Board" means the board of directors of the Amenity Association.

"Amenity By-Laws" means the code of by-laws of the Amenity Association, as amended from time to time.

"Amenity Declarant" means Falcon Nest II, an Indiana limited liability company, and its successors and assigns.

"Amenity Declaration" means this Amenity Overlay Declaration of Covenants and Restrictions of the Legacy, as amended from time to time.

"Amenity Obligations" means, collectively, the cost as determined by the Amenity Board in its discretion of fulfilling the Maintenance Costs and any other obligations of the Amenity Association set forth in this Amenity Declaration.

"Amenity Applicable Date" means the date that Amenity Declarant has voluntarily relinquished its rights as the Amenity Declarant under this Amenity Declaration, as established in a written notice to the Amenity Association, signed by the Amenity Declarant. The document by which Amenity Declarant establishes the Amenity Applicable Date may allow Amenity Declarant to reserve the right to require Amenity Declarant's prior written approval of certain actions by the Amenity Association.

"Annual Amenity Assessment" means an Assessment made pursuant to Section 6 of the Amenity Declaration.

"Association" means the Legacy Governing Association, Inc., and its articles of incorporation and bylaws as amended from time to time.

"Declaration" means the Master Declaration of Covenants, Conditions and Restrictions of The Legacy recorded on the 5th day of November, 2008 as Instrument number 2008055153 in the Office of the Recorder of Hamilton County, Indiana, as amended from time to time.

"Exempt Owner" means any (i) Designated Builder owning a Lot on which there is a residence not occupied, leased or sold on contract by such Designated Builder, (ii) the Amenity Declarant or (iii) Neighborhood Declarant.

"Amenity Maintenance Costs" means all of the costs, as determined by the Amenity Board, in its discretion, necessary to keep the Amenity Area and the Amenities operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, and replacement of all or any part of any the Amenity Area and the Amenities, and the payment of all insurance premiums for public liability, casualty and other insurance maintained with respect to the Amenities, all utility charges relating to such amenities, all taxes imposed on the Amenities and on the Amenity Area, and any other expense related to the continuous maintenance, operation, or improvement of the Amenity Area and the Amenities.

"Neighborhood(s)" means (i) and (ii) any and all discrete portions of the Parcel containing twenty-five (25) or more Lots and declared by the Amenity Declarant, in its sole discretion and in a written instrument recorded in the Office of the Recorder of Hamilton County, Indiana, to be a Neighborhood. Such written instrument, by which the Amenity Declarant designates a Neighborhood may be a separate written instrument or may be part of a Neighborhood Plat or a Neighborhood Declaration.

"Neighborhood Association" means any nonprofit Neighborhood Association established pursuant to a Neighborhood Declaration to carry out functions specified in such Neighborhood Declaration.

"Neighborhood Board" means the board of directors of a Neighborhood Association.

"Neighborhood Declaration(s)" means each and every Supplemental Declarations of Covenants and Restrictions recorded with the Recorder of Hamilton County, that are applicable to any Neighborhood.

"Neighborhood Lots" mean any and all lots identified on any and all Neighborhood Plats.

"Neighborhood Lot Owner(s)" means Person, including Amenity Declarant, who at the time has or is acquiring legal title to a Lot located with a Neighborhood, except a Person who has or is acquiring such title merely as security for the performance of an obligation.

"Neighborhood Residence Occupant(s)" means any person who is in possession of a Neighborhood Residence either as a Neighborhood Owner, a contract purchaser or a tenant pursuant to a lease or other occupancy agreement.

"Neighborhood Plats" means any and all final secondary plats of the Parcel that are recorded in the Office of the Recorder of Hamilton County, Indiana.

"Notice of Substantial Completion" means the date that the Amenity Declarant provides written notice to the then existing Neighborhood Associations that the Amenity Area and the Amenities have been substantially completed and are available for use.

"Parcel" means certain Land and such other parts of the Additional Land as may from time to time be annexed thereto under the provision of Section 3 of this Amenity Declaration.

"Land" means the Land particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A"

"Selected Director" means the member of the Amenity Board selected per the terms of the Amenity By-Laws, after the Amenity Applicable Date, by a Neighborhood Board to serve after the Amenity Applicable Date as a member of the Amenity Board.