



**MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
VANDALIA**

This Declaration of Covenants, Conditions & Restrictions of Vandalia in the Town of Plainfield (“Master Declaration”) is made this 24 of March, 2016, by Pulte Homes of Indiana, LLC, an Indiana limited liability company (“Declarant”).

WITNESSETH, that the following facts are true:

Declarant is the owner of certain real estate, located in Hendricks County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit “X” (hereafter “Real Estate”), upon which a planned unit development (“PUD”) known as Vandalia (hereafter “Development”) will be developed; and

The real estate described in what is attached hereto and incorporated herein by reference as Exhibit “Y” shall hereafter be referred to as the “Additional Real Estate”; and

Declarant desires to subdivide and develop the Real Estate and Declarant may, in the future, desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided; and

The terms “Property” and “Vandalia” shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to this Declaration.

**The term “Vandalia” refers to several sections of residential real estate, including the Vandalia by Del Webb subdivision, the Trailside subdivision, the Overlook subdivision, and the Meadowview subdivision.**

The Vandalia Development is located on both the east and west sides of Vandalia Boulevard, north of US 40. If all phases are completed, Vandalia would eventually comprise approximately 270 acres, including traditional single-family residential dwellings, age-restricted residential dwellings, and recreational components.

NOW, THEREFORE, the Declarant hereby declares that the Property and all of the Parcels (hereafter defined) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Parcel situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Parcels situated therein. This Declaration shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its successors in title to the Property or any part or parts thereof.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Parcels subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant, a Builder, or a subsequent Owner of such Parcel or (ii) the active occupancy of any Parcel, shall accept such deed, execute such contract and/or actively occupy such Parcel subject to each restriction and agreement herein contained.

Declarant shall have the right, and hereby reserves unto itself the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property (and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration and all rights, obligations, and privileges herein) when Declarant places of record in Hendricks County, Indiana an instrument so declaring the same to be part of the Property, which supplementary Declaration (hereafter "Supplementary Declaration") may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Such Supplementary Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate or improvements to be located thereon.

Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Parcels within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Parcels within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the sole discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

**ARTICLE 1**  
**DEFINITIONS**

The following terms when used in this Master Declaration with initial capital letters shall have the following respective meanings:

Section 1.1 "Annual Estimated Expenses" has the meaning set forth in Section 5.2 below.

Section 1.2 "Master Association" means Vandalia Owners Association, Inc., or an organization of similar name, formed or to be formed as an Indiana nonprofit corporation, its successors and assigns.

Section 1.3 "Board of Directors" means the board of directors of the Master Association as constituted from time to time.

Section 1.4 "Vandalia Boulevard" means the right-of-way conveyed and dedicated by Declarant to the public for use as a public right-of-way, providing vehicular and pedestrian access over and across the Property between US 40 on the south side to what will be eventually be Vandalia Trail on the north side after its completion.

Section 1.5 "Declarant" means Pulte Homes of Indiana, LLC, an Indiana limited liability company, its successors and any assigns of it whom its designates in one or more recorded instruments to have the rights and obligations of Declarant hereunder.

Section 1.6 "Declarant Control Period" means the period of time commencing on the date hereof and ending on (i) the date that 95% of the lots have been sold or (ii) the date Declarant advises the Master Association in writing that it is relinquishing its Class A membership, whichever first occurs.

Section 1.7 "Master Declaration" means this Master Declaration of Covenants, Conditions & Restrictions of Vandalia, as the same may be amended or supplemented from time to time as herein provided.

Section 1.8 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following (i) the date Declarant no longer owns any part of the Real Estate or the Additional Real Estate or (ii) the date which is three (3) years after the date on which all improvements and installations required by the Plainfield Subdivision Regulations, as amended, for the development of the entirety of the Vandalia development have been completed and, if applicable, accepted for public maintenance by any appropriate governmental unit or agency thereof.

Section 1.9 "Drainage Easements" means those areas designated as a Drainage Easement (i) on any Plat of the Property (or any part thereof) hereafter executed by Declarant or (ii) in any other instrument hereafter executed by Declarant and recorded in the office of the Recorder of Hendricks County, Indiana.

Section 1.10 "Drainage Facilities" means the outlet control structures, pipes and tiles, ditches, swales and other drainage facilities, equipment and improvements installed by Declarant within and upon any Drainage Easement and designed for the purpose of providing storm water drainage for the Property.

Section 1.11 "Entryway Improvements" means any landscape islands and the landscaping associated therewith installed by Declarant or the Master Association in the right-of-way for Vandalia Boulevard. Entryway Improvements shall exclude entry signs identifying individual Neighborhoods, which shall be the responsibility of the applicable Neighborhood Association. The Master Association shall maintain all Entryway Improvements (with the exception of the entry signs for the Neighborhoods), it being expressly understood and agreed that the Town of Plainfield, Indiana, shall have no responsibility for maintaining and repairing the Entryway Improvements.

Section 1.12 "Expenses" means (i) all expenses incurred by the Master Association in the performance of its duties and responsibilities as provided in this Master Declaration, (ii) all expenses of the administration, operation and management of the Master Association, including (without limitation) fees for management services and professional fees for accountants, attorneys, architects and engineers, (iii) real estate and/or personal property taxes payable with respect to any real or personal property owned by the Master Association, (iv) all expenses declared by this Master Declaration to be an Expense, (v) all expenses of maintaining, repairing and replacing facilities and improvements which, by the terms of this Master Declaration or any other document or instrument, all Owners are entitled to use, and (vi) such other costs and expenses incurred by the Master Association as its Board of Directors deems necessary or appropriate for the promotion of the best interests of Vandalia, including any reasonable reserve. The term "Expenses" shall not include any costs and expenses incurred during the Development Period for initial development, original construction or installation of infrastructure.

Section 1.13 "Lakes" means all retention/detention ponds as shown on a plat and situated within the Neighborhoods, including all improvements therein or thereon, which shall be owned and maintained by the applicable Neighborhood Association. The Master Association shall have no responsibility over the same.

Section 1.14 "Landscape Improvements" means any benches, arbors, fences, walls or other landscape structures installed by Declarant or the Master Association within Vandalia Boulevard.

Section 1.15 "Mortgagee" means the holder of a recorded first mortgage lien on any Parcel.

Section 1.16 "Neighborhood" means a separate residential development, whether or not governed by a Neighborhood Association, in which the Owners of Parcels have common interests such as a common entry or entries, a common name by which the development is known (even though such Neighborhood may be developed in several phases), or common areas or facilities available for use only by the Owners of Parcels within such Neighborhood and/or are subject to a

common covenants (other than this Master Declaration). For example, each single family housing development shall constitute a separate Neighborhood.

Section 1.17 "Neighborhood Assessments" has the meaning set forth in Article 5.

Section 1.18 "Neighborhood Association" means an owners association (other than the Master Association) established pursuant to the terms of any separate covenants encumbering a portion of the Property which constitutes a Neighborhood.

Section 1.19 "Owner" means the record owner from time to time, whether one or more persons or entities, of fee simple title to any Parcel. The term "Owner" shall be deemed to include Declarant so long as Declarant is the Owner of a Parcel.

Section 1.20 "Parcel" means any parcel or tract of land shown or identified as a Lot on any recorded Plat of any part of the Property. However, any parcel or tract of land owned by the Master Association or a Neighborhood Association, any parcel or tract of land designated as a common area (or otherwise designated for common use of the Owners within a Neighborhood) on any Plat, or any parcel or tract of land conveyed or dedicated to a political subdivision or governmental authority for public right-of-way purposes shall not be Parcels for purposes of this Declaration.

Section 1.21 "Plat" means a subdivision plat of the Property or any part thereof hereafter recorded in the office of the Recorder of Hendricks County, Indiana (as the same may be amended or supplemented from time to time).

Section 1.22 "Property" has the meaning set forth in the Recitals.

Section 1.23 "Vandalia" has the meaning set forth in the Recitals.

Section 1.24 "Utility Easements" means those areas designed as a "Utility Easement" (A) on any Plat of the Real Estate (or any part thereof) hereafter executed by Declarant or (B) in any other instrument hereafter executed by Declarant and recorded in the office of the Recorder of Hendricks County, Indiana.

Section 1.25 "PUD Ordinance" means and refers to the "Commitments Concerning the Use or Development of Real Estate", including petition Ordinance #PUD-13-002 entitled "Vandalia PUD, a Proposed Mixed Use Community in the Town of Plainfield", as finally enacted by the Town Council of the Town of Plainfield. The PUD Ordinance was filed with the Public Records on November 14, 2014, as Instrument Number 201424114. The PUD Ordinance is incorporated herein by reference as if fully set forth.

## **ARTICLE 2**

### **EASEMENTS**

Section 2.1 Landscaping and Signage within or along the Vandalia Boulevard Right-of-Way. Declarant hereby declares, creates, grants and reserves landscape rights and easements as nonexclusive easements for the use of Declarant during the Development Period and as nonexclusive, perpetual (except as otherwise provided in this Section 2.1) easements for the use

of the Master Association for installation, maintenance and removal of trees, shrubbery, flowers and other plantings, Entryway Improvements and Landscape Improvements within or along Vandalia Boulevard. Declarant further reserves unto itself and grants to any Neighborhood Association the right and easement to install and maintain (including rights of access as may be necessary for such installation and maintenance) within or along the Vandalia Boulevard right-of-way an entry sign or structure identifying the Neighborhood; provided, however, that the design, appearance and location of any such entry sign or structure shall be subject to the prior written approval of the Master Association and provided further that any such entry sign or structure shall be maintained by the Neighborhood Association for the Neighborhood identified thereby in a slightly condition and good repair at the sole cost and expense of such Neighborhood Association, it being expressly understood and agreed that neither the Master Association nor the Town of Plainfield, Indiana, shall have any responsibility for maintaining and repairing any such Neighborhood entry sign or identification structure. No other structures or other improvements shall be installed or maintained in or upon the Vandalia Boulevard right-of-way.

Section 2.2 Lake Maintenance Easement. Declarant hereby declares, creates, grants and reserves a blanket Lake Maintenance Easement as a nonexclusive easement for the use of Declarant during the Development Period and as a nonexclusive, perpetual easement for the use of the Master Association for access to and management, maintenance and control of the Lakes within the Neighborhoods and for the installation, maintenance, repair and removal of improvements therein or thereon. However, the Declarant and, subsequently, the Master Association shall only exercise such rights if the Declarant or the Board of Directors of the Master Association determines, in its sole discretion, that a Neighborhood Association is not fulfilling its duties with respect to a Lake within the applicable Neighborhood, or that the condition of such a Lake is detrimental to the Property as a whole. Any costs incurred by the Declarant or the Master Association shall be the responsibility of the applicable Neighborhood Association and shall be due and payable immediately upon presentation of an invoice.

Section 2.3 Drainage Easements. Declarant hereby declares, creates, grants and reserves the Drainage Easements (i) as nonexclusive easements for the use of Declarant during the Development Period for access to and installation, repair, removal or replacement of Drainage Facilities for the purpose of providing storm water drainage for the Property, (ii) as nonexclusive perpetual easements in favor of each Owner for the use of the Drainage Facilities located therein or thereon for the purpose of providing storm water drainage for such Owner's Parcel and (iii) as nonexclusive perpetual easements for the use of the applicable political subdivisions or governmental authorities for access to and maintenance, repair or replacement of such drainage system; provided, however, that each Owner of a Parcel subject to a Drainage Easement shall keep the portion of said Drainage Easement on his or her Parcel free from obstructions (including providing for the installation of culverts as may be necessary to accomplish such purpose) so that the surface water drainage will be unimpeded. Except as installed or approved by Declarant or the Master Association and except for any entry sign or identification structure installed by a Neighborhood Association, no structures or fences shall be erected or maintained upon said Drainage Easements.

Section 2.4 Utility Easements. Declarant hereby declares, creates, grants and reserves the Utility Easements (i) as nonexclusive easements for the use of Declarant during the Development Period for access to and installation, repair or removal of mains, pipes, drains, lines, manholes, hydrants, poles, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services and (ii) as nonexclusive perpetual easements for the use of all public utility companies (not including transportation companies), political subdivisions, and governmental authorities for access to and installation, maintenance, repair or removal of mains, pipes, drains, lines, manholes, hydrants, poles, wires, cables and other equipment and facilities for the furnishing of such utility services. Except as installed or approved by Declarant or the Master Association and except for any entry sign or identification structure installed by a Neighborhood Association, no structures or fences shall be erected or maintained upon said Utility Easements. Any trees, landscaping or other landscaping improvements installed in a Utility Easement shall be installed at the Owner's risk, and the parties for whose benefit the Utility Easements are hereby created, granted and reserved shall have no obligation to replace any trees, landscaping or other landscaping improvements that may be damaged or destroyed by such parties in the exercise of the rights granted to them pursuant to this Section 2.4.

Section 2.5 Landscaping Easement Reserved by the Master Association. It is desirable to assure the uniformity of appearance of the grass and landscaping that are visible from Vandalia Boulevard. To achieve that goal, the Master Association shall mow the grass and maintain and replace landscape features such as trees, shrubs, mulch, and other plantings that are not only within the Vandalia Boulevard right-of-way pursuant to the terms of the Master Declaration, but also on and within some portions of the Common Areas that are shown on the Plats of the Neighborhoods that comprise the entire Vandalia community. Thus, the Master Association will provide such services on some portions of the Common Area parcels that belong to the Neighborhood Associations. It is the intent of this provision that if, by way of example, a mound is located such that it roughly runs parallel to Vandalia Boulevard, the Master Association will maintain that portion which runs from the street curb up to the top or crest of the mound and then down to the bottom (or "toe") of the rear of the mound. The applicable Neighborhood Association will then maintain the remaining portion of its Common Area that is "beyond", or further than, that point.

The Boards of Directors of the Master Association and the applicable Neighborhood Association shall attempt to mutually agree upon the line of demarcation (or boundaries) of the exact areas to be maintained by each association. If the Boards cannot agree, the decision by the Board of Directors of the Master Association shall control.

There is hereby reserved a blanket, non-exclusive easement over the Common Areas of the Neighborhoods in favor of the Master Association and its agents to perform the work and achieve the purposes of this provision. All expenses incurred by the Master Association pursuant to this Section 3.3 shall be deemed to be general common expenses of the Master Association, in combination with the expenses incurred by the Master Association with respect to the other Neighborhoods that comprise the entire Vandalia community.

The Master Association agrees to indemnify, defend, and hold harmless the Neighborhood Associations and their directors, officers, members, and their managing agents from and against any and all loss, liability, and/or damage, including reasonable attorney's fees and legal costs, due

to injury (including death) to any person or damage to any property that may occur or be alleged to have occurred as a result, directly or indirectly, from the performance of the Master Association's work performed under this Section, and from any material or equipment furnished in connection therewith, or from the negligence, acts, omissions or willful misconduct of the Master Association or its agents, servants, employees, representatives and subcontractors, regardless of whether such injury or damage is caused in part by the contributory negligence or acts or omissions of the Neighborhood Association, its manager, or any of their officers, directors, agents or employees. The Master Association further agrees that it will indemnify and hold the Neighborhood Associations harmless from any and all liability to third parties occasioned, injured, or affected by the Master Association's performance or non-performance of the work described in this Section.

The provisions of this Section 3.3 shall control over any conflicting provisions contained in this Master Declaration of Covenants, Conditions & Restrictions, the Declaration of Covenants, Conditions & Restrictions for each of the Neighborhoods, and the Plats for any of the Neighborhoods.

### **ARTICLE 3**

#### **COVENANTS AND RESTRICTIONS REGARDING USE**

Section 3.1 Maintenance. Each Parcel, including all improvements on any Parcel, shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair to the extent not maintained by a Neighborhood Association.

Section 3.2 Nuisance. No noxious or offensive activity shall be carried on upon any Parcel; nor shall anything be done or placed on any Parcel which is or may become a nuisance.

Section 3.3 Other Restrictions. Each Neighborhood Declaration shall contain covenants, conditions and restrictions specifically applicable to the Neighborhood.

Section 3.4 Access to Vandalia Boulevard. No single family residential Parcel shall have direct access to Vandalia Boulevard.

Section 3.5 Fences. No fences shall be installed on a Parcel abutting Vandalia Boulevard closer than thirty (30) feet to the right of way line for Vandalia Boulevard.

Section 3.6 Rules and Regulations. The Board of Directors may promulgate reasonable rules and regulations (not inconsistent with the provisions of this Declaration) concerning the Property and the enforcement of this Master Declaration. Copies of such rules and regulations shall be furnished by the Master Association to all Owners prior to the effective date of any such rules and regulations. Each Owner shall observe and comply with, and cause his tenants and contract purchasers and the respective family members and guests of any of the foregoing, to observe and comply with all rules and regulations promulgated by the Board of Directors.

Section 3.7 Zoning Changes. No Owner (other than Declarant) shall seek to change the zoning classification of its Parcel or to secure a variance of use, a special use exception, a variance



of development standards or a variance or exception from any similar restrictions or the requirements of the Plainfield Subdivision Regulations with respect to such Parcel, unless the same has been first approved in writing by the Board of Directors of the Master Association.

## **ARTICLE 4**

### **MASTER ASSOCIATION**

Section 4.1 Membership. The membership of the Master Association shall consist of the following classes of membership:

(a) Class A Membership. The Declarant shall constitute the entire Class A membership until the expiration of the Declarant Control Period, at which time the Class A membership shall cease and terminate; and

(b) Class B Membership. The Class B members shall consist of the representative duly appointed from time to time by the board of directors of each Neighborhood Association (if a Neighborhood has a Neighborhood Association) to represent the interests of the Owners of Parcels in such Neighborhood. There shall be one Class B member for each Neighborhood.

Section 4.2 Voting Rights. Each class of membership shall have the following voting rights:

(a) Until the expiration of the Declarant Control Period, the Class A member shall exercise all voting rights with respect to any matters submitted to a vote of the membership of the Master Association, and no other class of membership shall have any voting rights.

(b) Following the expiration of the Declarant Control Period, each Class B member shall be entitled to one vote with respect to any matters submitted to a vote of the membership of the Master Association; provided, that in order to guarantee fair and proportionate representation on the Board of Directors, Declarant may, prior to the expiration of the Declarant Control Period, amend this Declaration and the Articles of Incorporation and/or By-Laws (as applicable) of the Master Association to establish voting groups of Class B members for election of directors to the Board of Directors of the Master Association.

Section 4.3 Board of Directors. The Board of Directors shall manage the affairs of the Master Association.

Section 4.4 Responsibilities of the Master Association. The responsibilities of the Master Association include, but shall not be limited to:

(a) Administration and enforcement of the covenants and restrictions contained in this Declaration.

(b) Maintenance and upkeep of the Entryway Improvements and the Landscape Improvements and the improvements installed by Declarant or the Master Association.

(c) Maintenance and replacement of trees, shrubbery, flowers, and other plantings planted in the right-of-way for Vandalia Boulevard as the Master Association deems necessary or appropriate.

(d) Procurement and maintenance of the insurance coverages required by this Declaration and any other insurance the Master Association deems necessary or advisable.

(e) Assessments and collection of the Expenses as provided in Article 5.

(f) Contracting for services such as management, snow removal, security or other services as the Master Association deems necessary or advisable. Nothing herein shall be construed to require the Master Association to provide such services.

Section 4.5 Non-Liability of Officers and Directors. Neither the officers or directors of the Master Association nor any members of any committee thereof shall be liable to the Owners or any other person for any error or mistake in judgment in carrying out their duties and responsibilities as said officers, directors or committee members, except for their own individual willful misconduct or gross negligence.

## ARTICLE 5

### ASSESSMENTS FOR EXPENSES

Section 5.1 Creation of Assessments. There are hereby created assessments for Expenses, which assessments shall be levied by the Master Association as hereinafter provided. "Neighborhood Assessments" shall be assessed by the Master Association against each Neighborhood Association and prorata (equally) against each Parcel within such Neighborhood and the Owner thereof pursuant to the formula described below in Section 5.2. Each Owner, by acceptance of title to a Parcel, is deemed to covenant and agree to pay the assessments levied by the Master Association (or the prorata portion thereof, in case of a Neighborhood Assessment) applicable to such Owner's Parcel that become due and payable during the period of time in which such Owner owns the Parcel. Such assessments (or in the case of a Neighborhood Assessment, the prorata portion of the Neighborhood Assessment allocable to each Parcel within the Neighborhood), together with interest thereon, late fees and costs of collection thereof (including reasonable attorneys' fees), shall be the personal obligation of the Owner of the Parcel at the time such assessments become due and payable and shall also constitute a continuing lien on such Owner's Parcel, subordinate only to the lien of real estate taxes and governmental assessments and the lien of any first mortgage of record. When the Owner of a Parcel constitutes more than one person or entity, the liability of such co-owners with respect to the assessments applicable to such Parcel shall be joint and several.

Section 5.2 Determination of Assessments. Promptly following the incorporation of the Master Association, the Board of Directors of the Master Association shall establish an estimated budget for Expenses for the period through December 31 of the year in which the Master Association is incorporated. Thereafter, on or before November 1 of each calendar year, the Board of Directors of the Master Association shall establish an estimated budget for Expenses for the ensuing calendar year. The budget for Expenses so established for each such period is hereafter

referred to as the "Annual Estimated Expenses". Such Annual Estimated Expenses may include reasonable reserves for the repair and replacement of capital improvements which the Master Association is required to maintain and for delinquent accounts. The Annual Estimated Expenses shall be used as the basis for computing the Neighborhood Assessments for the ensuing calendar year (or part thereof) as hereinafter provided.

The Neighborhood Assessment for each Neighborhood shall be determined by the following formula:

$$\frac{\text{Total number of Parcels in the Neighborhood}}{\text{Total number of Parcels in all Neighborhoods}} \times \text{Annual Estimated Expenses} = \text{Neighborhood Assessment}$$

In the event the Neighborhood Assessments for any calendar year or part thereof are inadequate to defray Expenses actually incurred or anticipated by the Master Association during such calendar year, the Board of Directors of the Master Association may levy supplemental Neighborhood Assessments for such additional Expenses, which supplemental assessments shall be determined in the same manner as provided above.

If Declarant determines that in the initial stages of development the Neighborhood Assessments resulting from the application of the foregoing formulas are inequitable, Declarant may elect (but shall not be obligated) on an annual basis to reduce such Assessments by payment of a subsidy to the Master Association in respect of the Annual Estimated Expenses. The fact of the proposed payment of such subsidy shall be disclosed in the notice of assessment hereinafter provided for. The payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in any subsequent year.

Written notice of the Neighborhood Assessments shall be sent to each Neighborhood Association subject thereto. Assessments shall be due and payable within thirty (30) days after receipt of such notice; provided, however, that with respect to the Neighborhood Assessments, the Board of Directors may permit payment of the Neighborhood Assessments in installments on dates designated by the Board of Directors in order to facilitate the collection of such Assessments by the Neighborhood Association from its members. If a Neighborhood Association fails to pay its Neighborhood Assessment (or any installment thereof, if the Master Association has permitted the Neighborhood Association to pay its Neighborhood Assessment in installments) assessed against it within thirty (30) days after the same is due, the Board of Directors may, at its option, accelerate the entire balance of the unpaid Neighborhood Assessment and proceed to collect from each Owner of a Parcel within such Neighborhood the prorata share of such Neighborhood Assessment allocable to such Owner's Parcel (as provided in Section 5.1), together with accrued interest thereon, late fees and costs of collection (including reasonable attorneys' fees), as provided in the following Section 5.3. Assessments shall be due and payable without relief from valuation and appraisal laws and with costs of collection (including reasonable attorneys' fees).

The failure by the Master Association to establish the Annual Estimated Expenses on or before the applicable date specified in this Section 5.2 shall not relieve a Neighborhood Association or Owner of its obligation to pay its proportionate share of Expenses when assessed.

Section 5.3 Delinquent Assessments. Assessments for Expenses payable pursuant to this Article 6 shall be deemed to be delinquent if not paid when due. Delinquent assessments shall bear interest at the rate of eighteen (18%) per annum. The Master Association may collect delinquent Assessments and the accrued interest thereon and late fees in amounts to be determined by the Board of Directors, together with costs of collection (including reasonable attorneys' fees), by an action to recover a money judgment for such amount against the Neighborhood Association. Assessments shall be due and payable without relief from valuation and appraisal laws and with costs of collection (including reasonable attorneys' fees).

Section 5.4 Certificate Regarding Unpaid Assessments. Upon request by an Owner or mortgagee of a Parcel, the Master Association shall provide such Owner or mortgagee with a certificate stating the amount, if any, of any unpaid Assessments for Expenses constituting a lien against such Parcel. Such statement shall be binding on the Master Association as of the date of such statement.

## ARTICLE 6

### INSURANCE

Section 6.1 Liability Insurance. The Master Association shall purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover the improvements located within Vandalia Boulevard for which the Master Association is responsible to maintain, and all easement areas created by this Declaration and shall insure the Master Association, its Board of Directors, officers, agents and employees, any committee of the Master Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Vandalia and all Owners. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Master Association or other Owners.

Section 6.2 Casualty Insurance. The Master Association shall purchase and pay the costs of a policy or policies of insurance to allow the Master Association to insure, without limitation, any improvements located within Vandalia Boulevard.

Section 6.3 Other Insurance. The Master Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to worker's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary or advisable, including but not limited to directors' and officers' liability insurance.

Section 6.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Master Association as an Expense.

**ARTICLE 7**  
**MORTGAGES**

Section 7.1 Notice to Master Association. Any Mortgagee who places a first mortgage lien upon a Parcel may notify the Secretary of the Master Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary of the Master Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

Section 7.2 Notice to Mortgagees. The Master Association, upon request, shall provide to any Mortgagee a written certificate specifying unpaid assessments and any other defaults of the Owner of such Parcel under this Declaration.

**ARTICLE 8**  
**AMENDMENT**

Section 8.1 By Declarant. Declarant hereby reserves the right from time to time until the expiration of the Declarant Control Period to modify or amend this Declaration without the consent of the Master Association or any Owner for one or more of the following purposes:

- (a) to correct clerical or typographical errors in this Declaration or any amendment or supplement thereto;
- (b) to clarify one or more covenants, restrictions or provisions of this Declaration without materially changing the substance of said covenant, restriction or provision;
- (c) in the exercise of any rights reserved by Declarant in Section 5.2 of this Declaration;
- (d) to comply with the requirements of any applicable laws, ordinances, regulations or orders of any court, governmental agency or authority having jurisdiction; and
- (e) for any other reason.

Any such amendment shall become effective upon Declarant's executing and recording of the same in the office of the Recorder of Hendricks County, Indiana

Section 8.2 By the Members. This Declaration may be amended at any time by an affirmative vote of two-thirds (2/3) of the members of the Master Association. Any such amendment shall become effective when duly executed on behalf of the Master Association by the President thereof and recorded in the office of the Recorder of Hendricks County, Indiana.

## ARTICLE 9

### GENERAL PROVISIONS

Section 9.1 Right of Enforcement. Violation or threatened violation of any of the covenants or restrictions contained in this Master Declaration, the By-Laws of the Master Association, or the rules and regulations adopted by the Master Association's Board of Directors shall be grounds for an action by Declarant, the Master Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such provisions; provided, however, that neither Declarant nor the Master Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants or restrictions.

Section 9.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants or restrictions contained in this Master Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants or restrictions.

Section 9.3 Duration. The covenants and restrictions and all other provisions of this Master Declaration shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on any persons claiming under them, until January 1, 2040, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of three-fourths (3/4) of the members of the Master Association, it is agreed that this Master Declaration be amended or terminated in its entirety; provided, however, that no amendment or termination of the Master Declaration shall affect any easement hereby declared, created, granted or reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 9.4 Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Master Declaration by judgment or court order shall not in any way affect any of the other provisions hereof; which shall remain in full force and effect.

Section 9.5 Titles. The titles preceding the various sections and subsections of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this 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.

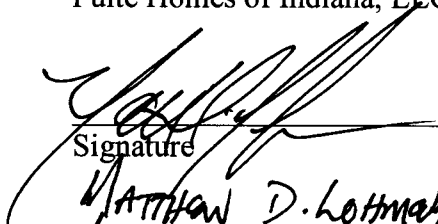
Section 9.6 Applicable Law. This Master Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

Section 9.7 Notices. Any notice, statement for assessments, demands or communication provided for under this Master Declaration shall be written and shall be deemed sufficiently given if delivered personally or mailed by United States first class mail, postage prepaid, to an Owner at the property address for such Owner's Parcel or to the registered agent of a Neighborhood Association (as the case may be), or sent via electronic mail with receipt or acknowledgement by the recipient.

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This Master Declaration of Covenants, Conditions and Restrictions was made as of this 24 day of March, 2016.


Pulte Homes of Indiana, LLC, by:

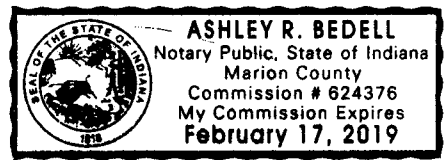
  
\_\_\_\_\_  
Signature  
Matthew D. Lottmeyer  
V.P. Land Development  
\_\_\_\_\_  
Printed Name & Title

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a notary public, in and for said County and State, personally appeared Matthew D. Lottmeyer, the VP Land Development for Pulte Homes of Indiana, LLC, who acknowledged execution of the within and foregoing for and on behalf of said limited liability company.

Witness my hand and notarial seal this 24 day of March, 2016

  
\_\_\_\_\_  
Notary Public - Signature  
Ashley Bedell  
\_\_\_\_\_  
Printed



My Commission Expires: 2-17-2019        Residence County: Marion

"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." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216.  
Tele: (317) 536-2565.



Exhibit X

Legal Description of "Real Estate"

*Model Courts - East*

That portion of the Southwest Quarter of Section 33, all in Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing at a Hendricks County Surveyor's disk found marking the northwest corner of said Southwest Quarter proceed thence North 88 degrees 25 minutes 32 seconds East along the north line thereof 1563.43 feet to the POINT OF BEGINNING, said point being on the east line of the land of the Town of Plainfield as described in Instrument Number 201514277 in said county records, being Vandalia Boulevard; thence continue along said line North 88 degrees 25 minutes 32 seconds East 707.85 feet; thence South 00 degrees 39 minutes 33 seconds East 382.74 feet; thence South 89 degrees 20 minutes 27 seconds West 590.88 feet to said east line of Vandalia Boulevard and the beginning of a curve to the right having a radius of 965.00 feet and a central angle of 23 degrees 16 minutes 45 seconds, the radius point of which bears North 60 degrees 14 minutes 00 seconds East; thence northerly along said east line and the arc of said curve 392.08 feet to the POINT OF BEGINNING, containing 5.747 acres, more or less.

*Model Courts - West*

That portion of the Southwest Quarter of Section 33, all in Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing at a Hendricks County Surveyor's disk found marking the northwest corner of said Southwest Quarter proceed thence North 88 degrees 25 minutes 32 seconds East along the north line thereof 946.86 feet to the POINT OF BEGINNING; thence continue along said line North 88 degrees 25 minutes 32 seconds East 546.33 feet to the west line of the land of the Town of Plainfield as described in Instrument Number 201514277 in the Office of the Recorder of said county, being Vandalia Boulevard and the beginning of a curve to the left having a radius of 1035.00 feet and a central angle of 21 degrees 28 minutes 35 seconds, the radius point of which bears North 83 degrees 50 minutes 44 seconds East; thence southerly along said west line and the arc of said curve 387.95 feet; thence South 89 degrees 20 minutes 27 seconds West 155.38 feet; thence South 65 degrees 48 minutes 45 seconds West 95.91 feet; thence South 24 degrees 11 minutes 15 seconds East 145.93 feet; thence South 65 degrees 48 minutes 45 seconds West 513.07 feet; thence North 00 degrees 33 minutes 03 seconds West 738.48 feet to the POINT OF BEGINNING, containing 7.802 acres of land, more or less.

*Vandalia – Del Webb, Section 1*

That portion of the Northeast Quarter of Section 32 and Northwest Quarter of Section 33, all in Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

BEGINNING at a Hendricks County Surveyor's disk found marking the southwest corner of said Northwest Quarter; thence North 88 degrees 25 minutes 32 seconds East along the south line thereof 1,048.45 feet ; thence North 09 degrees 58 minutes 43 seconds West 625.77 feet; thence North 00 degrees 07 minutes 47 seconds West 389.01 feet; thence North 10 degrees 38 minutes 09 seconds East 126.06 feet to the southern right of way of Vandalia Boulevard as recorded as Instrument Number 201514277 in said recorder's office and also being the beginning of a nontangent curve to the left having a radius of 715.00 feet, a central angle of 16 degrees 59 minutes 55 seconds, and a radius point that bears South 16 degrees 15 minutes 01 seconds West; thence follow said southern right of way for the following three (3) calls: 1) thence along said curve 212.13 to a point that bears North 00 degrees 44 minutes 54 seconds West from said radius point; 2) thence South 89 degrees 15 minutes 06 seconds West 164.01 feet to a tangent curve to the right having a radius of 625.00 feet, a central angle of 55 degrees 16 minutes 35 seconds, and a radius point that bears North 00 degrees 44 minutes 54 seconds West; 3) thence along said curve 602.97 feet to a point that bears South 54 degrees 31 minutes 41 seconds West from said radius point; thence South 48 degrees 33 minutes 31 seconds West 811.92 feet to a nontangent curve to the left having a radius of 1,435.00 feet, a central angle of 05 degrees 11 minutes 32 seconds, and a radius point that bears North 51 degrees 09 minutes 17 seconds East; thence along said curve 130.04 feet to a point that bears South 45 degrees 57 minutes 44 seconds West from said radius point; thence North 48 degrees 33 minutes 31 seconds East 170.20 feet; thence South 45 degrees 26 minutes 30 seconds East 46.57 feet; thence South 47 degrees 34 minutes 30 seconds East 47.63 feet; thence South 49 degrees 43 minutes 57 seconds East 47.63 feet; thence South 51 degrees 53 minutes 24 seconds East 47.63 feet; thence South 54 degrees 02 minutes 52 seconds East 47.63 feet; thence South 56 degrees 12 minutes 19 seconds East 47.63 feet; thence South 58 degrees 21 minutes 46 seconds East 47.63 feet; thence South 60 degrees 27 minutes 05 seconds East 44.59 feet; thence South 62 degrees 41 minutes 54 seconds East 54.63 feet; thence South 65 degrees 00 minutes 52 seconds East 47.63 feet; thence South 67 degrees 10 minutes 19 seconds East 47.63 feet; thence South 69 degrees 19 minutes 46 seconds East 47.63 feet; thence South 70 degrees 58 minutes 26 seconds East 24.97 feet; thence South 72 degrees 03 minutes 09 seconds East 22.66 feet; thence South 73 degrees 38 minutes 41 seconds East 47.63 feet; thence South 75 degrees 48 minutes 08 seconds East 47.63 feet; thence South 77 degrees 57 minutes 35 seconds East 47.63 feet; thence South 79 degrees 55 minutes 43 seconds East 39.30 feet; thence South 81 degrees 05 minutes 49 seconds East 12.28 feet; thence South 82 degrees 32 minutes 36 seconds East 51.58 feet; thence South 84 degrees 47 minutes 26 seconds East 47.63 feet; thence South 86 degrees 56 minutes 53 seconds East 47.63 feet; thence South 01 degrees 58 minutes 24 seconds West 170.00 feet to a nontangent curve to the left having a radius of 1,435.00 feet, a central angle of 00 degrees 38 minutes 51 seconds, and a radius point that bears North 01 degree 58 minutes 24 seconds East; thence along said curve 16.22 feet to a point that bears South 01 degree 19 minutes 33 seconds West from said radius point; thence South 01 degrees 19 minutes

33 seconds West 120.00 feet; thence North 87 degrees 36 minutes 40 seconds West 57.71 feet; thence North 85 degrees 29 minutes 04 seconds West 57.71 feet; thence North 83 degrees 16 minutes 46 seconds West 61.98 feet; thence North 80 degrees 59 minutes 44 seconds West 61.99 feet; thence North 78 degrees 47 minutes 25 seconds West 57.71 feet; thence North 76 degrees 39 minutes 50 seconds West 57.71 feet; thence North 74 degrees 32 minutes 14 seconds West 57.71 feet; thence North 72 degrees 19 minutes 56 seconds West 61.98 feet; thence North 70 degrees 02 minutes 53 seconds West 61.98 feet; thence North 67 degrees 50 minutes 35 seconds West 57.71 feet; thence North 65 degrees 43 minutes 00 seconds West 57.71 feet; thence North 63 degrees 30 minutes 41 seconds West 61.98 feet; thence North 61 degrees 13 minutes 39 seconds West 61.98 feet; thence North 59 degrees 01 minutes 20 seconds West 57.71 feet; thence North 56 degrees 53 minutes 45 seconds West 57.71 feet; thence North 54 degrees 46 minutes 10 seconds West 57.71 feet; thence North 52 degrees 38 minutes 34 seconds West 50.87 feet; thence South 01 degrees 29 minutes 52 seconds East 530.62 feet to the former north right of way line of the former T.H.I.&E. Traction Company; thence North 88 degrees 30 minutes 08 seconds East along said north line 366.07 feet to the east line of said Northeast Quarter and the southwest corner of the land of Walter and Brenda Martin as described in Deed Record 262, page 285 in said county records (the following four (4) courses are along the west, north, east, and south lines of said land); 1) thence North 00 degrees 33 minutes 28 seconds West along said east line 149.86 feet; 2) thence North 88 degrees 48 minutes 21 seconds East 272.17 feet; 3) thence South 01 degree 47 minutes 03 seconds West 148.29 feet to the north line of said former Traction Company right of way; 4) thence South 88 degrees 25 minutes 32 seconds West along said north line 266.13 feet to said east line of the Northeast Quarter; thence South 00 degrees 33 minutes 28 seconds East along said east line 66.01 feet to the POINT OF BEGINNING, and containing 30.180 acres of land, more or less.

#### *Trailside, Section 1*

That portion of the Northwest Quarter of Section 33, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

BEGINNING at a stone found marking the southeast corner of said quarter proceed thence North 00 degrees 38 minutes 00 seconds West along the east line of said quarter 517.81 feet; thence South 89 degrees 27 minutes 53 seconds West 130.36 feet; thence North 00 degrees 38 minutes 00 seconds West 5.08 feet; thence South 89 degrees 22 minutes 00 seconds West 50.21 feet; thence South 89 degrees 27 minutes 53 seconds West 729.33 feet; thence North 00 degrees 32 minutes 07 seconds West 105.07 feet; thence South 76 degrees 14 minutes 40 seconds West 5.19 feet; thence North 13 degrees 45 minutes 20 seconds West 50.00 feet; thence North 76 degrees 14 minutes 40 seconds East 16.94 feet; thence North 00 degrees 32 minutes 07 seconds West 133.57 feet; thence South 89 degrees 27 minutes 53 seconds West 65.00 feet; thence North 19 degrees 18 minutes 50 seconds West 92.08 feet; thence North 60 degrees 16 minutes 14 seconds East 54.27 feet; thence North 29 degrees 43 minutes 46 seconds West 50.00 feet; thence along a nontangent curve to the right having a radius of 100.00 feet, a central angle of 04 degrees 16

minutes 54 seconds, and a radius point that bears South 29 degrees 43 minutes 46 seconds East; thence along said curve 7.47 feet to a point that bears North 25 degrees 26 minutes 52 seconds West from said radius point; thence North 00 degrees 32 minutes 07 seconds West 129.30 feet; thence North 25 degrees 42 minutes 51 seconds East 59.79 feet to the southern right of way of Concord Road as recorded as Instrument Number 201514277; thence follow said right of way and the eastern right of way for Vandalia Boulevard (as recorded in the same instrument) for the following twelve (12) calls: 1) thence North 60 degrees 40 minutes 51 seconds West 100.01 feet to a tangent curve to the left having a radius of 125.00 feet, a central angle of 29 degrees 51 minutes 16 seconds, and a radius point that bears South 29 degrees 19 minutes 09 seconds West; 2) thence along said curve 65.13 feet to a point that bears North 00 degrees 32 minutes 07 seconds West from said radius point; 3) thence South 89 degrees 27 minutes 53 seconds West 235.39 feet to a tangent curve to the left having a radius of 125.00 feet, a central angle of 38 degrees 51 minutes 47 seconds, and a radius point that bears South 00 degrees 32 minutes 07 seconds East; 4) thence along said curve 84.79 feet to a compound curve to the left having a radius of 88.00 feet, a central angle of 28 degrees 28 minutes 37 seconds, and a radius point that bears South 39 degrees 23 minutes 54 seconds East; 5) thence along said curve 43.74 feet to a point that bears North 67 degrees 52 minutes 31 seconds West from said radius point; 6) thence South 09 degrees 53 minutes 32 seconds West 35.57 feet to a nontangent curve to the left having a radius of 105.00 feet, a central angle of 10 degrees 56 minutes 41 seconds, and a radius point that bears South 80 degrees 29 minutes 44 seconds East; 7) thence along said curve 20.06 feet to a point that bears South 88 degrees 33 minutes 34 seconds West from said radius point; 8) thence South 01 degrees 26 minutes 25 seconds East 36.94 feet to a tangent curve to the left having a radius of 65.00 feet, a central angle of 49 degrees 23 minutes 51 seconds, and a radius point that bears North 88 degrees 33 minutes 35 seconds East; 9) thence along said curve 56.04 feet to a point that bears South 39 degrees 09 minutes 44 seconds West from said radius point and also being a point of reverse curvature; 10) thence along a curve to the right having a radius of 785.00 feet, a central angle of 49 degrees 13 minutes 05 seconds, and a radius point that bears South 39 degrees 09 minutes 44 seconds West, a distance of 674.33 feet to a point that bears North 88 degrees 22 minutes 49 seconds East from said radius point; 11) thence South 01 degrees 37 minutes 11 seconds East 369.20 feet to a tangent curve to the left having a radius of 965.00 feet, a central angle of 04 degrees 52 minutes 04 seconds, and a radius point that bears North 88 degrees 22 minutes 49 seconds East; 12) thence along said curve 81.99 feet to the south line of said quarter; thence North 88 degrees 25 minutes 32 seconds East along said south line 1,126.82 feet to the POINT OF BEGINNING, and containing 19.410 acres of land, more or less.

#### *Overlook, Section 1*

That portion of the Northwest Quarter of Section 33, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing at the Southwest Corner of said quarter, marked by a Hendricks County Surveyor's Disk proceed thence North 00 degrees 33 minutes 28 seconds West along the west line of said quarter 1371.85 feet to the north line of the lands of Pulte Homes of Indiana, LLC as recorded as Instrument Number 201426232 in said recorder's office; thence North 48 degrees 33 minutes 31 seconds East along said north line and its extension 183.52 feet; thence along the northern lines of said Pulte lands for the following seventeen (17) calls: 1) thence South 35 degrees 25 minutes 20 seconds East 13.69 feet to a nontangent curve to the left having a radius of 15.00 feet, a central angle of 95 degrees 18 minutes 46 seconds, and a radius point that bears North 53 degrees 52 minutes 17 seconds East; 2) thence along said curve 24.95 feet; 3) thence North 48 degrees 33 minutes 31 seconds East 171.07 feet to a tangent curve to the left having a radius of 15.00 feet, a central angle of 82 degrees 14 minutes 01 seconds, and a radius point that bears North 41 degrees 26 minutes 29 seconds West; 4) thence along said curve 21.53 feet to a point of reverse curvature; 5) thence an arc distance of 4.25 feet along a curve to the right having a radius of 355.00 feet, a central angle of 00 degrees 41 minutes 09 seconds, and a radius point that bears North 56 degrees 19 minutes 30 seconds East; 6) thence North 57 degrees 00 minutes 38 seconds East 200.00 feet to a nontangent curve to the left having a radius of 155.00 feet, a central angle of 131 degrees 21 minutes 09 seconds, and a radius point that bears North 57 degrees 00 minutes 38 seconds East; 7) thence along said curve 355.34 feet; 8) thence North 15 degrees 39 minutes 30 seconds East 274.02 feet; 9) thence North 15 degrees 03 minutes 48 seconds West 55.55 feet; 10) thence North 74 degrees 56 minutes 12 seconds East 169.78 feet; 11) thence North 87 degrees 53 minutes 50 seconds East 50.00 feet; 12) thence South 02 degrees 06 minutes 10 seconds East 45.91 feet; 13) thence North 87 degrees 53 minutes 50 seconds East 140.00 feet; 14) thence South 02 degrees 06 minutes 10 seconds East 29.15 feet; 15) thence South 70 degrees 12 minutes 48 seconds East 84.72 feet; 16) thence South 18 degrees 32 minutes 37 seconds West 673.75 feet; 17) thence South 12 degrees 23 minutes 36 seconds West 170.38 feet to a nontangent curve to the left having a radius of 785.00 feet, a central angle of 16 degrees 28 minutes 14 seconds, and a radius point that bears South 15 degrees 43 minutes 20 seconds West; thence along said curve 225.66 feet; thence South 89 degrees 15 minutes 06 seconds West 164.01 feet to a tangent curve to the right having a radius of 555.00 feet, a central angle of 54 degrees 37 minutes 11 seconds, and a radius point that bears North 00 degrees 44 minutes 54 seconds West; thence along said curve 529.08 feet to the POINT OF BEGINNING, and containing 11.521 acres of land, more or less.

*Meadowview*

That portion of the Northeast Quarter of Section 32 and Northwest Quarter of Section 33, all in Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing from a Hendricks County Surveyor's disk found marking the southwest corner of said Northwest Quarter proceed thence North 88 degrees 25 minutes 32 seconds East along the south line thereof 1,048.45 feet to the southeast corner of the proposed plat for Vandalia By Del

Webb, Section 1 and also being the POINT OF BEGINNING; thence continue along said line North 88 degrees 25 minutes 32 seconds East 444.74 feet to a nontangent curve to the right having a radius of 1,035.00 feet, a central angle of 04 degrees 32 minutes 05 seconds, and a radius that bears North 83 degrees 50 minutes 44 seconds East; thence along said curve 81.92 feet to a point that bears South 88 degrees 22 minutes 49 seconds West from said radius point; thence North 01 degrees 37 minutes 11 seconds West 369.20 feet to a tangent curve to the left having a radius of 715.00 feet, a central angle of 43 degrees 58 minutes 22 seconds, and a radius point that bears South 88 degrees 22 minutes 49 seconds West; thence along said curve 548.74 feet to a point of compound curvature bearing North 44 degrees 24 minutes 28 seconds East from said radius point; thence along a curve to the left having a radius of 183.00 feet, a central angle of 12 degrees 25 minutes 10 seconds, an arc length of 39.67 feet, and a radius point that bears South 44 degrees 24 minutes 28 seconds West; thence North 58 degrees 00 minutes 42 seconds West 27.70 feet to a tangent curve to the left having a radius of 56.28 feet, a central angle of 43 degrees 40 minutes 29 seconds, and a radius point that bears South 31 degrees 59 minutes 18 seconds West; thence along said curve 42.90 feet to a point of compound curvature; thence along a curve to the left having a radius of 48.00 feet, a central angle of 37 degrees 35 minutes 04 seconds, an arc length of 31.49 feet, and a radius point that bears South 11 degrees 41 minutes 11 seconds East; thence South 40 degrees 43 minutes 46 seconds West 13.78 feet; thence South 49 degrees 57 minutes 50 seconds West 30.84 feet to a point on a nontangent curve to the left having a radius of 75.00 feet, a central angle of 13 degrees 51 minutes 02 seconds, and a radius point that bears South 47 degrees 08 minutes 51 seconds East; thence along said curve 18.13 feet to a point that bears North 60 degrees 59 minutes 53 seconds West from said radius point; thence North 60 degrees 59 minutes 53 seconds West 50.00 feet to a nontangent curve to the left having a radius of 88.82 feet, a central angle of 11 degrees 29 minutes 29 seconds, and a radius point that bears North 60 degrees 17 minutes 25 seconds West; thence along said curve 17.81 feet to a point that that bears South 71 degrees 46 minutes 54 seconds East from said radius point; thence North 09 degrees 03 minutes 21 seconds East 31.50 feet; thence North 18 degrees 12 minutes 02 seconds East 5.92 feet to a nontangent curve to the left having a radius of 63.00 feet, a central angle of 35 degrees 59 minutes 00 seconds, and a radius point that bears North 71 degrees 48 minutes 31 seconds West; thence along said curve 39.57 feet to a point that bears North 72 degrees 12 minutes 29 seconds East; thence North 17 degrees 47 minutes 31 seconds West 6.51 feet to a nontangent curve to the left having a radius of 62.30 feet, a central angle of 41 degrees 51 minutes 49 seconds, and a radius point that bears South 72 degrees 27 minutes 07 seconds West; thence along said curve 45.52 feet to a point that bears North 30 degrees 35 minutes 18 seconds East from said radius point; thence North 59 degrees 24 minutes 42 seconds West 16.56 feet to a tangent curve to the left having a radius of 182.94 feet, a central angle of 12 degrees 10 minutes 50 seconds, and a radius point that bears South 30 degrees 35 minutes 18 seconds West; thence along said curve 38.89 feet to a point of compound curvature; thence along a curve to the left having a radius of 716.33 feet, a central angle of 02 degrees 09 minutes 20 seconds, an arc length of 26.95 feet, and a radius point that bears South 18 degrees 24 minutes 35 seconds West to the east line of said proposed plat; thence along the east lines of said proposed plat for the following three (3) calls: 1)thence South 10 degrees 38 minutes 09 seconds West 126.06 feet; 2)thence South 00 degrees 07 minutes 47 seconds East 389.01 feet; 3) thence South 09 degrees

58 minutes 43 seconds East 625.77 feet to the POINT OF BEGINNING, and containing 10.745 acres of land, more or less.

Exhibit Y

Legal Description of the "Additional Real Estate"

*Vandalia by Del Webb*

That portion of the Northeast Quarter of Section 32 and Northwest Quarter of Section 33, all in Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

BEGINNING at a Hendricks County Surveyor's disk found marking the southwest corner of said Northwest Quarter; thence North 88 degrees 25 minutes 32 seconds East along the south line thereof 1,048.45 feet ; thence North 09 degrees 58 minutes 43 seconds West 625.77 feet; thence North 00 degrees 07 minutes 47 seconds West 389.01 feet; thence North 10 degrees 38 minutes 09 seconds East 126.06 feet to the southern line of the land of the Town of Plainfield as described in Instrument Number 201514277 in said county records, being Vandalia Boulevard, and the beginning of a curve to the left having a radius of 715.00 feet and a central angle of 16 degrees 59 minutes 55 seconds, the radius point of which bears South 16 degrees 15 minutes 01 second West (the following four (4) courses are along the southerly and westerly lines of said land); 1) thence westerly along the arc of said curve 212.13; 2) thence South 89 degrees 15 minutes 06 seconds West 164.01 feet to a tangent curve to the right having a radius of 625.00 feet and a central angle of 55 degrees 16 minutes 35 seconds 3) thence westerly, northwesterly and northerly along the arc of said curve 966.97 feet; 4) thence North 02 degrees 06 minutes 10 seconds West 379.22 feet to the former south line of the Consolidated Rail Corporation, now being the land of the Town of Plainfield as described in Instrument Number 200407396 in said county records; thence South 74 degrees 50 minutes 40 seconds West along said south line 2748.50 feet to the west line of said Northeast Quarter of Section 32; thence South 00 degrees 48 minutes 41 seconds East along said west line 1278.33 feet to the north right of way line of the abandoned T.H.I. & E. Traction Company and the beginning of a curve to the left having a radius of 1869.00 feet and a central angle of 24 degrees 50 minutes 26 seconds, the radius point of which bears North 23 degrees 20 minutes 34 seconds East; thence easterly along said north line 810.30 feet; thence North 88 degrees 30 minutes 08 seconds East along said north line 1903.48 feet to the west line of said Northwest Quarter of Section 33, said point being the southwest corner of the land of Clay-Clifton Farms, Inc., as described in Instrument Number 201514462 in said county records (the following four (4) courses are along the west, north, east, and south lines of said land); 1) thence North 00 degrees 33 minutes 28 seconds West along said east line 149.86 feet; 2) thence North 88 degrees 48 minutes 21 seconds East 272.17 feet; 3) thence South 01 degree 47 minutes 03 seconds West 148.29 feet to the north line of said former Traction Company right of way; 4) thence South 88 degrees 25 minutes 32 seconds West along said north line 266.13 feet to said west line of the Northwest Quarter; thence South 00 degrees 33 minutes 28 seconds East along said west line 66.01 feet to the POINT OF BEGINNING, containing 135.607 acres, more or less.



EXCEPT FOR:

*Vandalia – Del Webb, Section 1*

That portion of the Northeast Quarter of Section 32 and Northwest Quarter of Section 33, all in Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

BEGINNING at a Hendricks County Surveyor's disk found marking the southwest corner of said Northwest Quarter; thence North 88 degrees 25 minutes 32 seconds East along the south line thereof 1,048.45 feet ; thence North 09 degrees 58 minutes 43 seconds West 625.77 feet; thence North 00 degrees 07 minutes 47 seconds West 389.01 feet; thence North 10 degrees 38 minutes 09 seconds East 126.06 feet to the southern right of way of Vandalia Boulevard as recorded as Instrument Number 201514277 in said recorder's office and also being the beginning of a nontangent curve to the left having a radius of 715.00 feet, a central angle of 16 degrees 59 minutes 55 seconds, and a radius point that bears South 16 degrees 15 minutes 01 seconds West; thence follow said southern right of way for the following three (3) calls: 1) thence along said curve 212.13 to a point that bears North 00 degrees 44 minutes 54 seconds West from said radius point; 2) thence South 89 degrees 15 minutes 06 seconds West 164.01 feet to a tangent curve to the right having a radius of 625.00 feet, a central angle of 55 degrees 16 minutes 35 seconds, and a radius point that bears North 00 degrees 44 minutes 54 seconds West; 3) thence along said curve 602.97 feet to a point that bears South 54 degrees 31 minutes 41 seconds West from said radius point; thence South 48 degrees 33 minutes 31 seconds West 811.92 feet to a nontangent curve to the left having a radius of 1,435.00 feet, a central angle of 05 degrees 11 minutes 32 seconds, and a radius point that bears North 51 degrees 09 minutes 17 seconds East; thence along said curve 130.04 feet to a point that bears South 45 degrees 57 minutes 44 seconds West from said radius point; thence North 48 degrees 33 minutes 31 seconds East 170.20 feet; thence South 45 degrees 26 minutes 30 seconds East 46.57 feet; thence South 47 degrees 34 minutes 30 seconds East 47.63 feet; thence South 49 degrees 43 minutes 57 seconds East 47.63 feet; thence South 51 degrees 53 minutes 24 seconds East 47.63 feet; thence South 54 degrees 02 minutes 52 seconds East 47.63 feet; thence South 56 degrees 12 minutes 19 seconds East 47.63 feet; thence South 58 degrees 21 minutes 46 seconds East 47.63 feet; thence South 60 degrees 27 minutes 05 seconds East 44.59 feet; thence South 62 degrees 41 minutes 54 seconds East 54.63 feet; thence South 65 degrees 00 minutes 52 seconds East 47.63 feet; thence South 67 degrees 10 minutes 19 seconds East 47.63 feet; thence South 69 degrees 19 minutes 46 seconds East 47.63 feet; thence South 70 degrees 58 minutes 26 seconds East 24.97 feet; thence South 72 degrees 03 minutes 09 seconds East 22.66 feet; thence South 73 degrees 38 minutes 41 seconds East 47.63 feet; thence South 75 degrees 48 minutes 08 seconds East 47.63 feet; thence South 77 degrees 57 minutes 35 seconds East 47.63 feet; thence South 79 degrees 55 minutes 43 seconds East 39.30 feet; thence South 81 degrees 05 minutes 49 seconds East 12.28 feet; thence South 82 degrees 32 minutes 36 seconds East 51.58 feet; thence South 84 degrees 47 minutes 26 seconds East 47.63 feet; thence South 86 degrees 56 minutes 53 seconds East 47.63 feet; thence South 01 degrees 58 minutes

24 seconds West 170.00 feet to a nontangent curve to the left having a radius of 1,435.00 feet, a central angle of 00 degrees 38 minutes 51 seconds, and a radius point that bears North 01 degree 58 minutes 24 seconds East; thence along said curve 16.22 feet to a point that bears South 01 degree 19 minutes 33 seconds West from said radius point; thence South 01 degrees 19 minutes 33 seconds West 120.00 feet; thence North 87 degrees 36 minutes 40 seconds West 57.71 feet; thence North 85 degrees 29 minutes 04 seconds West 57.71 feet; thence North 83 degrees 16 minutes 46 seconds West 61.98 feet; thence North 80 degrees 59 minutes 44 seconds West 61.99 feet; thence North 78 degrees 47 minutes 25 seconds West 57.71 feet; thence North 76 degrees 39 minutes 50 seconds West 57.71 feet; thence North 74 degrees 32 minutes 14 seconds West 57.71 feet; thence North 72 degrees 19 minutes 56 seconds West 61.98 feet; thence North 70 degrees 02 minutes 53 seconds West 61.98 feet; thence North 67 degrees 50 minutes 35 seconds West 57.71 feet; thence North 65 degrees 43 minutes 00 seconds West 57.71 feet; thence North 63 degrees 30 minutes 41 seconds West 61.98 feet; thence North 61 degrees 13 minutes 39 seconds West 61.98 feet; thence North 59 degrees 01 minutes 20 seconds West 57.71 feet; thence North 56 degrees 53 minutes 45 seconds West 57.71 feet; thence North 54 degrees 46 minutes 10 seconds West 57.71 feet; thence North 52 degrees 38 minutes 34 seconds West 50.87 feet; thence South 01 degrees 29 minutes 52 seconds East 530.62 feet to the former north right of way line of the former T.H.I.&E. Traction Company; thence North 88 degrees 30 minutes 08 seconds East along said north line 366.07 feet to the east line of said Northeast Quarter and the southwest corner of the land of Walter and Brenda Martin as described in Deed Record 262, page 285 in said county records (the following four (4) courses are along the west, north, east, and south lines of said land); 1) thence North 00 degrees 33 minutes 28 seconds West along said east line 149.86 feet; 2) thence North 88 degrees 48 minutes 21 seconds East 272.17 feet; 3) thence South 01 degree 47 minutes 03 seconds West 148.29 feet to the north line of said former Traction Company right of way; 4) thence South 88 degrees 25 minutes 32 seconds West along said north line 266.13 feet to said east line of the Northeast Quarter; thence South 00 degrees 33 minutes 28 seconds East along said east line 66.01 feet to the POINT OF BEGINNING, and containing 30.180 acres of land, more or less.

### *Trailside*

#### **South:**

That portion of the Northwest Quarter of Section 33, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

BEGINNING at a stone found marking the southeast corner of said quarter proceed thence North 00 degrees 38 minutes 00 seconds West along the east line of said quarter 1133.21 feet to the south line of the land of the Town of Plainfield as described in Instrument Number 201514277 in said county records, being Concord Road (the following fourteen (14) courses are along the south and east lines of said land); 1) thence South 89 degrees 27 minutes 53 seconds West

860.30 feet to the beginning of a tangent curve to the right having a radius of 175.00 feet and a central angle of 29 degrees 51 minutes 16 seconds; 2) thence westerly along the arc of said curve 91.19 feet; 3) thence North 60 degrees 40 minutes 51 seconds West 100.01 feet to the beginning of a tangent curve to the left having a radius of 125.00 feet and a central angle of 29 degrees 51 minutes 16 seconds; 4) thence westerly along the arc of said curve 65.13 feet; 5) thence South 89 degrees 27 minutes 53 seconds West 235.39 feet to the beginning of a tangent curve to the left having a radius of 125.00 feet and a central angle of 38 degrees 51 minutes 47 seconds; 6) thence westerly and southwesterly along the arc of said curve 84.79 feet to the beginning of a compound curve to the left having a radius of 88.00 feet and a central angle of 28 degrees 28 minutes 37 seconds; 7) thence southwesterly along the arc of said curve 43.74 feet; 8) thence South 09 degrees 53 minutes 32 seconds West 35.57 feet to the beginning of a curve to the left having a radius of 105.00 feet and a central angle of 10 degrees 56 minutes 41 seconds, and a radius point that bears South 80 degrees 29 minutes 45 seconds East; 9) thence southerly along the arc of said curve 20.06 feet; 10) thence South 01 degrees 26 minutes 25 seconds East 36.94 feet to the beginning of a tangent curve to the left having a radius of 65.00 feet and a central angle of 49 degrees 23 minutes 51 seconds; 11) thence southeasterly along the arc of said curve 56.04 feet to the easterly line of said Vandalia Boulevard and the beginning of a reverse curve to the right having a radius of 785.00 feet and a central angle of 49 degrees 13 minutes 05 seconds; 12) thence southeasterly and southerly along the arc of said curve 674.33 feet; 13) thence South 01 degree 37 minutes 11 seconds East 369.20 feet to the beginning of a tangent curve to the left having a radius of 965.00 feet and a central angle of 04 degrees 52 minutes 04 seconds; 14) thence southerly along the arc of said curve 81.99 feet to the south line of said quarter; thence North 88 degrees 25 minutes 32 seconds East along said south line 1,126.82 feet to the POINT OF BEGINNING, containing 32.700 acres, more or less.

**North:**

That portion of the Northwest Quarter of Section 33 and Southwest Quarter of Section 28, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing at a stone found marking the southeast corner of said quarter proceed thence North 00 degrees 38 minutes 00 seconds West along the east line of said quarter 1183.21 feet to the north line of the land of the Town of Plainfield as described in Instrument Number 201514277 in said county records, being Concord Road, and the POINT OF BEGINNING; thence continue North 00 degrees 38 minutes 00 seconds West along said east line 1492.49 feet to a stone marking the southeast corner of said Southwest Quarter of Section 28; thence North 00 degrees 54 minutes 17 seconds West along the east line thereof 190.36 feet to the former south line of the Consolidated Rail Corporation, now being the land of the Town of Plainfield as described in Instrument Number 200407396 in said county records; thence South 75 degrees 51 minutes 54 seconds West along said south line 361.70 feet; thence South 74 degrees 55 minutes 20 seconds West along said south line 915.98 feet; thence South 15 degrees 18 minutes 04 seconds West

129.20 feet; thence South 19 degrees 53 minutes 32 seconds West 479.70 feet; thence South 18 degrees 32 minutes 37 seconds West 673.75 feet; thence South 12 degrees 23 minutes 36 seconds West 170.38 feet to the beginning of a curve to the right having a radius of 723.63 feet and a central angle of 06 degrees 29 minutes 59 seconds, the radius point of which bears South 15 degrees 43 minutes 20 seconds West, said point being on the north line of said land of the Town of Plainfield, being Vandalia Boulevard (the remaining courses are along the north line of said land); thence easterly along the arc of 82.09 feet to the beginning of a reverse curve to the left having a radius of 120.00 feet and a central angle of 36 degrees 25 minutes 39 seconds; thence easterly along the arc of said curve 76.29 feet to the beginning of a reverse curve to the right having a radius of 85.00 feet and a central angle of 05 degrees 42 minutes 56 seconds; thence easterly along the arc of said curve 8.48 feet to the beginning of a reverse curve to the left having a radius of 45.00 feet and a central angle of 45 degrees 35 minutes 50 seconds and the northerly line of Concord Road; thence northeasterly along the arc of said curve 35.81 feet; thence North 39 degrees 53 minutes 13 seconds East 66.87 feet to the beginning of a curve to the right having a radius of 175.00 feet and a central angle of 51 degrees 08 minutes 29 seconds, the radius point of which bears South 51 degrees 40 minutes 36 seconds East; thence northeasterly and easterly along the arc of said curve 156.20 feet; thence North 89 degrees 27 minutes 53 seconds East 235.39 feet to the beginning of a tangent curve to the right having a radius of 175.00 feet and a central angle of 29 degrees 51 minutes 16 seconds; thence easterly and southeasterly along the arc of said curve 91.19 feet; thence South 60 degrees 40 minutes 51 seconds East 100.01 feet to the beginning of a tangent curve to the left having a radius of 125.00 feet and a central angle of 29 degrees 51 minutes 16 seconds; thence southeasterly and easterly along the arc of said curve 65.13 feet; thence North 89 degrees 27 minutes 53 seconds East 860.21 feet to the POINT OF BEGINNING, containing 49.932 acres, more or less.

EXCEPT FOR:

*Trailside, Section 1*

That portion of the Northwest Quarter of Section 33, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

BEGINNING at a stone found marking the southeast corner of said quarter proceed thence North 00 degrees 38 minutes 00 seconds West along the east line of said quarter 517.81 feet; thence South 89 degrees 27 minutes 53 seconds West 130.36 feet; thence North 00 degrees 38 minutes 00 seconds West 5.08 feet; thence South 89 degrees 22 minutes 00 seconds West 50.21 feet; thence South 89 degrees 27 minutes 53 seconds West 729.33 feet; thence North 00 degrees 32 minutes 07 seconds West 105.07 feet; thence South 76 degrees 14 minutes 40 seconds West 5.19 feet; thence North 13 degrees 45 minutes 20 seconds West 50.00 feet; thence North 76 degrees 14 minutes 40 seconds East 16.94 feet; thence North 00 degrees 32 minutes 07 seconds West 133.57 feet; thence

South 89 degrees 27 minutes 53 seconds West 65.00 feet; thence North 19 degrees 18 minutes 50 seconds West 92.08 feet; thence North 60 degrees 16 minutes 14 seconds East 54.27 feet; thence North 29 degrees 43 minutes 46 seconds West 50.00 feet; thence along a nontangent curve to the right having a radius of 100.00 feet, a central angle of 04 degrees 16 minutes 54 seconds, and a radius point that bears South 29 degrees 43 minutes 46 seconds East; thence along said curve 7.47 feet to a point that bears North 25 degrees 26 minutes 52 seconds West from said radius point; thence North 00 degrees 32 minutes 07 seconds West 129.30 feet; thence North 25 degrees 42 minutes 51 seconds East 59.79 feet to the southern right of way of Concord Road as recorded as Instrument Number 201514277; thence follow said right of way and the eastern right of way for Vandalia Boulevard (as recorded in the same instrument) for the following twelve (12) calls: 1) thence North 60 degrees 40 minutes 51 seconds West 100.01 feet to a tangent curve to the left having a radius of 125.00 feet, a central angle of 29 degrees 51 minutes 16 seconds, and a radius point that bears South 29 degrees 19 minutes 09 seconds West; 2) thence along said curve 65.13 feet to a point that bears North 00 degrees 32 minutes 07 seconds West from said radius point; 3) thence South 89 degrees 27 minutes 53 seconds West 235.39 feet to a tangent curve to the left having a radius of 125.00 feet, a central angle of 38 degrees 51 minutes 47 seconds, and a radius point that bears South 00 degrees 32 minutes 07 seconds East; 4) thence along said curve 84.79 feet to a compound curve to the left having a radius of 88.00 feet, a central angle of 28 degrees 28 minutes 37 seconds, and a radius point that bears South 39 degrees 23 minutes 54 seconds East; 5) thence along said curve 43.74 feet to a point that bears North 67 degrees 52 minutes 31 seconds West from said radius point; 6) thence South 09 degrees 53 minutes 32 seconds West 35.57 feet to a nontangent curve to the left having a radius of 105.00 feet, a central angle of 10 degrees 56 minutes 41 seconds, and a radius point that bears South 80 degrees 29 minutes 44 seconds East; 7) thence along said curve 20.06 feet to a point that bears South 88 degrees 33 minutes 34 seconds West from said radius point; 8) thence South 01 degrees 26 minutes 25 seconds East 36.94 feet to a tangent curve to the left having a radius of 65.00 feet, a central angle of 49 degrees 23 minutes 51 seconds, and a radius point that bears North 88 degrees 33 minutes 35 seconds East; 9) thence along said curve 56.04 feet to a point that bears South 39 degrees 09 minutes 44 seconds West from said radius point and also being a point of reverse curvature; 10) thence along a curve to the right having a radius of 785.00 feet, a central angle of 49 degrees 13 minutes 05 seconds, and a radius point that bears South 39 degrees 09 minutes 44 seconds West, a distance of 674.33 feet to a point that bears North 88 degrees 22 minutes 49 seconds East from said radius point; 11) thence South 01 degrees 37 minutes 11 seconds East 369.20 feet to a tangent curve to the left having a radius of 965.00 feet, a central angle of 04 degrees 52 minutes 04 seconds, and a radius point that bears North 88 degrees 22 minutes 49 seconds East; 12) thence along said curve 81.99 feet to the south line of said quarter; thence North 88 degrees 25 minutes 32 seconds East along said south line 1,126.82 feet to the POINT OF BEGINNING, and containing 19.410 acres of land, more or less.

*Overlook*

That portion of the Northwest Quarter of Section 33, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing at the Southwest Corner of said quarter, marked by a Hendricks County Surveyor's Disk proceed thence North 00 degrees 33 minutes 28 seconds West along the west line of said quarter 2219.07 feet to the former south line of the Consolidated Rail Corporation, now being the land of the Town of Plainfield as described in Instrument Number 200407396 in said county records; thence North 74 degrees 55 minutes 20 seconds East along said south line 32.42 feet to the easterly line of the land of the Town of Plainfield as described in Instrument Number 201514277 in said county records, being Vandalia Boulevard, and the POINT OF BEGINNING; thence continue North 74 degrees 55 minutes 20 seconds East along said south line 1463.47 feet; thence South 15 degrees 18 minutes 04 seconds West 129.20 feet; thence South 19 degrees 53 minutes 32 seconds West 479.70 feet; thence South 18 degrees 32 minutes 37 seconds West 673.75 feet; thence South 12 degrees 23 minutes 36 seconds West 170.38 feet to the beginning of a curve to the left having a radius of 785.00 feet and a central angle of 16 degrees 28 minutes 14 seconds, the radius point of which bears the radius point of which bears South 15 degrees 43 minutes 20 seconds West, said point being on the north line of said land of the Town of Plainfield, being Vandalia Boulevard (the remaining courses are along the north and east lines of said land); thence westerly along the arc of said curve 225.66 feet; thence South 89 degrees 15 minutes 06 seconds West 164.01 feet to a tangent curve to the right having a radius of 555.00 feet and a central angle of 54 degrees 37 minutes 11 seconds; thence westerly, northwesterly, and northerly along the arc of said curve 858.67 feet; thence North 02 degrees 06 minutes 10 seconds West 438.74 feet to the POINT OF BEGINNING, containing 28.907 acres, more or less.

EXCEPT FOR:

*Overlook, Section 1*

That portion of the Northwest Quarter of Section 33, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, described as follows:

The basis of bearings is per a record survey recorded as Instrument Number 200730499 in the Office of the Recorder of Hendricks County, Indiana.

Commencing at the Southwest Corner of said quarter, marked by a Hendricks County Surveyor's Disk proceed thence North 00 degrees 33 minutes 28 seconds West along the west line of said quarter 1371.85 feet to the north line of the lands of Pulte Homes of Indiana, LLC as recorded as Instrument Number 201426232 in said recorder's office; thence North 48 degrees 33 minutes 31 seconds East along said north line and its extension 183.52 feet; thence along the northern lines of said Pulte lands for the

following seventeen (17) calls: 1) thence South 35 degrees 25 minutes 20 seconds East 13.69 feet to a nontangent curve to the left having a radius of 15.00 feet, a central angle of 95 degrees 18 minutes 46 seconds, and a radius point that bears North 53 degrees 52 minutes 17 seconds East; 2) thence along said curve 24.95 feet; 3) thence North 48 degrees 33 minutes 31 seconds East 171.07 feet to a tangent curve to the left having a radius of 15.00 feet, a central angle of 82 degrees 14 minutes 01 seconds, and a radius point that bears North 41 degrees 26 minutes 29 seconds West; 4) thence along said curve 21.53 feet to a point of reverse curvature; 5) thence an arc distance of 4.25 feet along a curve to the right having a radius of 355.00 feet, a central angle of 00 degrees 41 minutes 09 seconds, and a radius point that bears North 56 degrees 19 minutes 30 seconds East; 6) thence North 57 degrees 00 minutes 38 seconds East 200.00 feet to a nontangent curve to the left having a radius of 155.00 feet, a central angle of 131 degrees 21 minutes 09 seconds, and a radius point that bears North 57 degrees 00 minutes 38 seconds East; 7) thence along said curve 355.34 feet; 8) thence North 15 degrees 39 minutes 30 seconds East 274.02 feet; 9) thence North 15 degrees 03 minutes 48 seconds West 55.55 feet; 10) thence North 74 degrees 56 minutes 12 seconds East 169.78 feet; 11) thence North 87 degrees 53 minutes 50 seconds East 50.00 feet; 12) thence South 02 degrees 06 minutes 10 seconds East 45.91 feet; 13) thence North 87 degrees 53 minutes 50 seconds East 140.00 feet; 14) thence South 02 degrees 06 minutes 10 seconds East 29.15 feet; 15) thence South 70 degrees 12 minutes 48 seconds East 84.72 feet; 16) thence South 18 degrees 32 minutes 37 seconds West 673.75 feet; 17) thence South 12 degrees 23 minutes 36 seconds West 170.38 feet to a nontangent curve to the left having a radius of 785.00 feet, a central angle of 16 degrees 28 minutes 14 seconds, and a radius point that bears South 15 degrees 43 minutes 20 seconds West; thence along said curve 225.66 feet; thence South 89 degrees 15 minutes 06 seconds West 164.01 feet to a tangent curve to the right having a radius of 555.00 feet, a central angle of 54 degrees 37 minutes 11 seconds, and a radius point that bears North 00 degrees 44 minutes 54 seconds West; thence along said curve 529.08 feet to the POINT OF BEGINNING, and containing 11.521 acres of land, more or less.