EAGLES LANDING PUD

CONCEPTUAL PLAN



Submittal Date: <u>December 2, 2021</u> Revised: <u>December 29, 2021</u>

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- Engineer: <u>Crossroad Engineers, PC</u> 115 North 17th Avenue Beech Grove, In 46107 Phone: 317-780-1555 Contact: Gregory J. Ilko (<u>gilko@crossroadengineers.com</u>)

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1. <u>PLANNED UNIT DEVELOPMENT SITE DESCRIPTION</u>

A. LETTER OF INTENT

The Applicant and Owner, The Estates at Franklin LLC, is seeking to rezone a parcel of real estate located at 2625 North Hurricane Road, Franklin, Indiana comprised of approximately 51.267 acres that was formerly owned and used by the Indiana Golf Foundation.

There is a par three golf course located on the property which was operated and maintained by The Legends Golf Course under a management agreement with the Indiana Golf Foundation. That agreement ends on November 30, 2021. There is a 25,000 square foot building located on the property, which the Indiana Golf Foundation used as a golf school with dormitory arrangements and as an office for the Indiana Golf Association. Indiana Golf Foundation relocated its office, and those uses went away. The property was put up for sale. The Estates at Franklin LLC acquired the property for redevelopment to address current demand for a lifestyle community featuring high-quality, low-maintenance homes and custom-built homes.

The property currently has a PUD zoning and is part of The Legends of Indiana PUD District. The current PUD allows for the Indiana Golf Foundation offices and related facilities, including a museum, golf academy, and the academy dormitory, as well as a gathering space for community events.

We propose to rezone the property as a PUD, to be known as and called Eagles Landing PUD. This PUD will be a mixed-use project with land uses that are more compatible with the Comprehensive Plan, the characteristics of surrounding land uses and zoning, and which will meet this housing demand. The prior PUD had no standards for development. This PUD will have Development Standards and Covenants that will assure responsible development.

Eagles Landing PUD will divide the property into four Sections, which we refer to as Subdivisions.

Caledonia Park at Eagles Landing Subdivision ("Caledonia Park") will consist of approximately twelve acres that are located north of the power line easement that traverses the property from west to east, adjacent to Hurricane Road, and runs north to the existing residence that was previously carved out of the property. This twelve acres is thus approximately the western half of the real estate north of the power line easement. Caledonia Park will consist of approximately fifty-eight (58) patio, lifestyle homes with all necessary street, drainage, and utility infrastructure. The Development Standards and Declaration will require that only high-quality homes are built, featuring stone and/or brick. This Subdivision will have irrigation and be heavily landscaped. The Caledonia Park Lot Owners Association will be responsible for mowing, snow removal of sidewalks and driveways, exterior maintenance, and otherwise providing a low maintenance, aesthetically pleasing environment. The minimum lot width will be fifty (50) feet. The minimum lot size will be 6,000 square feet. The minimum living area will be 1,350 square feet. There will be a building pad requirement of 40 x 70 feet, for a minimum pad of 2,800 square feet. Two car attached garages no less than 22 feet by 24 feet will be required.

Legendary Ridge at Eagles Landing Subdivision ("Legendary Ridge") will consist of approximately twenty-two acres that are located north of the power line easement that traverses the property from west to east, is east of Caledonia Park and extends north to the existing residence that was carved out from the property and then also south of the power line easement extending west up to the three and one half (3.5) acre parcel where the former Indiana Golf Foundation building is located. Legendary Ridge will consist of approximately twenty-five (25) custom homes with all necessary street, drainage, and utility infrastructure. The Development Standards and Declaration will require that only high quality, custom homes are built, featuring stone and/or brick. This Subdivision will also have irrigation and be heavily landscaped. The minimum lot width will be eighty (80) feet. The minimum lot size will be 10,000 square feet. The minimum living area will be 2,500 square feet for a single-story residence and 3,000 square feet for a two-story residence, excluding any basement. There will be a building pad requirement of 65 x 70 feet for a minimum of 4,550 square feet. Two car attached garages no less than 22 feet by 24 feet will be required.

Rock Ridge Manor at Eagles Landing Subdivision ("Rock Ridge") will consist of approximately five acres that are located east and then north of the existing residence that was previously carved out from the property. Rock Ridge will consist of approximately eight (8) custom homes with all necessary street, drainage, and utility infrastructure. The Development Standards and Declaration will require that only high quality, custom homes are built, featuring stone and/or brick. This Subdivision will also have irrigation and be heavily landscaped. The minimum lot width will be ninety (90) feet. The minimum lot size will be 17,000 square feet. The minimum living area will be 2,500 square feet for a single-story residence and 3,000 square feet for a two-story residence, excluding any basement. There will be a building pad requirement of 65 x 70 feet for a minimum of 4,550 square feet. Two car attached garages no less than 22 feet by 24 feet will be required.

JK Manor House at Eagles Landing Subdivision ("JK Manor House") will consist of approximately four acres, subdivided into two (2) lots. One lot shall consist of three and one half (3.5) acres where the existing 25,000 square foot former Indiana Golf Foundation building is located. The remaining lot will consist of approximately one-half acre. The ½ acre lot will be adjacent to the southern entrance into the Eagles Landing development. The PUD will allow for mixed uses on both lots of the JK Manor House that will enhance the experiences of the owners of Lots in the other three subdivisions. This Subdivision will allow for the following uses:

- a. All the Permitted Primary Uses allowed in the Multi-Family (RM) Zoning District.
- b. All the Permitted Primary Uses allowed in the Rural Residential (RR) Zoning District, provided this Permitted Land Use shall only apply to Lot Number 1 and said Lot Number 1 must be not less than 3.5 acres.
- c. The following Commercial uses:
 - i. Health & fitness
 - ii. Office uses
 - iii. Personal service uses
 - iv. Recreational uses that are small scale
 - v. Restaurant

- d. The following Institutional Public uses:
 - i. Church or other place of worship
 - ii. Community Center
 - iii. Day-care center
 - iv. Private clubs
 - v. Medical clinics
 - vi. School

Each Subdivision will have its own Lot Owners Association. Each Lot Owners Association will be a member of Eagles Landing Master Owners Association ("Master Association"). The Master Association will own, operate, maintain, and be responsible for the Common Area in the PUD. The Common Area will be heavily landscaped and scrupulously maintained. In lieu of a park, and in recognition of the fact that this lifestyle community will have a focus on golf, the Master Association will own up to nine par three golf holes that will be available to Lot Owners to use. It is further intended that the Master Association will make arrangements for Lot Owners to enjoy special privileges to the Driving Range and other Legends' amenities.

Thank you for your consideration, and we look forward to working with the City on this project.

The Estates at Franklin LLC By:

Fred Paris, Manager

B. Applicant Information

The Applicant is The Estates at Franklin LLC, an Indiana limited liability company ("Applicant"). Applicant's mailing address, email address, and phone number are:

The Estates at Franklin LLC 989 North US 31 Suite 10 Whiteland, IN 46184 <u>Fred@fredparis.com</u> 317-442-0142

C. Engineers and Professionals

The name, mailing address, email address and telephone number of the engineers and other professionals responsible for the Conceptual Plan design are:

Gregory Ilko, Professional Engineer Trent Newport Professional Engineer and Professional Surveyor Dustin Myers CrossRoad Engineers, P.C. 115 North 17th Street Beech Grove, IN 46107 <u>gilko@crossroadengineers.com</u> 317-780-1550

D. Legal Description and Common Address

The immediately following pages contain the legal description of the real estate that comprise Eagles Landing PUD. A total of 51.267 acres is proposed to be included within the Eagles Landing PUD development. A copy of the legal description is included as Exhibit A.

In addition, we have attached as Exhibit B a copy of the Warranty Deed pursuant to which Applicant took title, being Instrument 2021-018452, recorded on June 21, 2021, which has the legal description

The common address is 2625 North Hurricane Road, Franklin, IN 46131

E. Proposed Name of Development

The proposed name of the development is Eagles Landing PUD. The development will have four subdivisions. The names of each subdivision are:

- i. Caledonia Park at Eagles Landing Subdivision
- ii. Legendary Ridge at Eagles Landing Subdivision
- iii. Rock Ridge Manor at Eagles Landing Subdivision
- iv. JK Manor House at Eagles Landing Subdivision

2. VICINITY MAP

See Vicinity Map on the following page



3. <u>COMMON HOLDINGS MAP</u>

The Applicant does not own or control any property adjacent to the real estate that is the subject of this Conceptual Plan, so no Map is attached.

4. EXISTING SITE CONDITIONS

The existing project site has a par three, eighteen-hole golf course, with associated cart paths and irrigation, located on the property which has been operated and maintained by The Legends Golf Course under a management agreement with the Indiana Golf Foundation that expires on November 30, 2021. There is a 25,000 square foot building, with asphalt parking areas, located on the property, which the Indiana Golf Foundation used as a golf school with dormitory arrangements and as an office for the Indiana Golf Association, prior to selling the property and relocating. There is also a 150-foot-wide electrical power line easement with two towers located within the project limits. The following subsections provide additional information on the Existing Site Conditions.

Please refer to Exhibit C, being a Topographic Survey for the project site. Please also see Exhibit D, being the ALTA/ASCM Survey prepared by SEA Group dated September 13, 2017 for the project site.

A. BUILT FEATURES

The 51.267-acre development site is principally undeveloped. Built features consist of:

- i. par three, eighteen-hole golf course, with associated cart paths and irrigation
- ii. 25,000 square foot building, with asphalt parking areas, formerly used by Indiana Golf Foundation as a golf school with dormitory arrangements and as an office for the Indiana Golf Association, which is now vacant
- iii. 150-foot-wide electrical power line easement with two towers located on the property

B. EASEMENTS

Please refer to Exhibit D, being the ALTA/ASCM Survey prepared by SEA Group dated September 13, 2017, which locates the easements.

By way of supplementation, the following easements are located on the development site:

 Electric Line Easement recorded in Deed Record 137 page 137. This grants an electric power line easement now held by Duke Energy for a 150 foot right of way for electric transmission. This is noted on the ALTA Survey and runs east from Hurricane Road west to the west property boundary. There are two towers as shown on the survey. The property has reserved all rights that are not needed for the holder of the easement to use the easement.

- 2. Electric Line Easement recorded in Deed Record 138 page 443. This grants an electric power line easement now held by Duke Energy for a 150foot right of way for electric transmission. This is noted on the ALTA Survey and runs east from Hurricane Road west to the west property boundary. There are two towers as shown on the survey. The property has reserved all rights that are not needed for the holder of the easement to use the easement.
- 3. Electric Underground easement granted to PSI in Deed Record 262, page 711. The Easement does not specify the easement tract and the underground electric lines are understood to all be on the west edge of the development real estate in and adjacent to the Hurricane Road right of way.
- 4. Electric Underground easement granted to PSI in Deed Record 265, page 329 The Easement does not specify the easement tract and the underground electric lines are understood to all be on the west edge of the development real estate in and adjacent to Hurricane Road right of way.
- 5. Electric Underground easement granted to PSI in Deed Record 269, page 562 The Easement does not specify the easement tract and the underground electric lines are understood to all be on the west edge of the development real estate in and adjacent to Hurricane Road right of way.
- 6. Dedication of public right of way to City of Franklin in Instrument 96015129 This is a 40 foot right of way that runs north and south along the entire west boundary of the development real estate adjacent to Hurricane Road.
- 7. Utility Easement and Right of Way granted to Indiana American Water in Instrument 2001-002252, this is a fifteen-foot easement south of the building that serves to connect the building to water.
- 8. Access Easement to Indiana Golf Foundation granted in Instrument 2002-035823 that has no effect on the real estate
- 9. Declaration of Easement recorded as Instrument 1999-029196 and Instrument 2002-035824. These Easements do not burden the development real estate but provide the development real estate with rights to the adjacent driving range.
- 10. Sewer Easement and Maintenance Agreement recorded as Instrument 2002-035825. This is a 35-foot easement that does not burden the development real estate but grants the real estate access to sewer.

11. Gas Line Easement recorded as Instrument 2019-003126. This is a 25-foot easement granted to Vectren for purposes of installation of underground gas pipes as part of the Vectren gas transmission system. This easement is located on the west boundary of the development real estate and runs along Hurricane Road.

It is anticipated that all existing easements will remain intact and no alterations or modifications to any utility improvements are expected, provided however the Applicant will utilize areas of the 150-foot electric line easements for purposes of construction of drainage facilities, roads, and utility installation.

C. TOPOGRAPHY

Please refer to Exhibit C—the Topographic Survey.

The project site currently consists of a par three golf course with rolling fairways, depressional bunker areas and existing ponds. Generally, all runoff shall be conveyed in an easterly direction where it will be collected by Hurricane Creek.

D. NATURAL FEATURES

Please refer to Exhibit C, the Topographic Survey, and Exhibit D, the current ALTA/ASCM Survey.

The majority of the real estate lies with Zone X areas outside of the 500-year floodplain (0.2% annual chance floodplain), as shown on Flood Insurance Rate Map (FIRM) for Johnson County, Indiana, Community Panel No 18081C0144D dated August 2, 2007 and Panel No 18081C0143E dated January 29, 2021. The eastern part of the real estate does lay within Zone AE, special flood hazard areas subject to inundation by the 1% annual chance flood, with base flood elevations determined. The BFE ranges from 739.50, near the northern end of the development area, to 737.50, near the southern portion of the development. A portion of the real estate in the Zone AE will not be developed but will constitute Common Area. Applicant intends to retain up to six existing golf holes in this area for the benefit of the lot owners within this PUD. Per the U.S. Fish and Wildlife Service – National Wetlands Inventory, there are wetlands (existing golf course ponds) present within the project site.

E. UTILITIES

The following utilities are located on, or adjacent to, the site:

 <u>Water</u> – Indiana American Water Company (INAW) has existing facilities located at the south portion of the proposed project. The existing 25,000 square foot building is served by the utility. Coordination with INAW will need to occur to for a proposed water main extension along Hurricane Road in order to provide water service for the entirety of the proposed development.

- 2. <u>Sanitary</u> The City of Franklin Public Works Department has existing facilities located at the northwest corner of the Legends West subdivision. The existing manhole is approximately 2,000 feet south of the proposed project. Discussions with Franklin DPW revealed no known capacity issues within the existing sewer facilities.
- 3. <u>Electric</u> Duke Energy has existing facilities through, and adjacent to, the proposed project site. Transmission lines are located along the southern portion of the proposed development and shall be preserved and protected during all development and construction phases. Distribution lines are located on the east side of Hurricane Road along the frontage of the project. Early coordination with Duke Energy revealed that they do not have any capacity issues and have the capability of serving the proposed development.
- 4. <u>Gas</u> Centerpoint Energy (Vectren) has facilities along the east side of Hurricane Road adjacent to the project site. Centerpoint indicated that they have the capacity to serve the proposed development.

F. HISTORIC FEATURES

The development real estate does not contain any known historic features and is not included on the Indiana Historic Sites and Structures Inventory for Johnson County.

G. OTHER FEATURES

The design of the development will be influenced by the development real estate being directly adjacent to The Legends golf facilities, being the driving range, practice facility and 27-hole golf course.

5. <u>PROPOSED DEVELOPMENT</u>

The proposed development is to include 92 single-family homes with all necessary street, drainage and utility infrastructure. Additionally, two (2) lots, totaling approximately four (4) acres shall be created for uses as identified in this document. The development will include four (4) separate sections: Caledonia Park, Legendary Ridge, Rock Ridge Manor, & JK Manor House. There will be a total of 58 lots within the Caledonia Park section at a density of approximately 4.03 units/acre; 25 larger-sized lots are proposed within the Legendary Ridge section at a density of approximately 2.13 units/acre; and 8 of the proposed 92 residential lots are within the Rock Ridge Manor section at a density of approximately 1.51 units/acre. The overall density of the entire PUD is approximately 2.66 units/acre. Refer to Exhibit E – Concept Plan for Eagles Landing PUD

A. STREET SYSTEMS

The proposed internal subdivision street system will include all local classification streets with three (3) roadway connections to Hurricane Road. All streets will consist of bituminous pavement with a minimum pavement width of twenty-four (24) feet, and two (2) feet wide concrete roll curbs on each side. All proposed local streets will be contained within a minimum fifty (50) feet wide right-of-way and will be in conformance with the City of Franklin requirements.

B. LAND USES

The land use of the development will be mostly single-family residential, with only two (2) lots having uses as identified in this document. A companion golf course use shall also be utilized for enjoyment of the lot owners. The Caledonia Park section will be of the highest density and feature smaller lots for no maintenance residences. The minimum lot area within the Caledonia Park section will be 6,000 sq.ft (0.138 Ac), with a maximum impervious lot coverage percentage of 75%. There will be a total of 58 lots within the Caledonia Park section at a density of approximately 4.03 units/acre. The Legendary Ridge section will feature larger sized lots with a minimum lot area of 10,000 sq. ft (0.230Ac), with a maximum lot coverage percentage of 75%. There will be a total of 25 lots within the Legendary Ridge section at a density of approximately 2.13 units/acre. Rock Ridge Manor will be of lesser density and feature larger estate-sized lots. The minimum lot area within the Rock Ridge Manor section will be 17,000 sq.ft. (0.390 Ac), with a maximum lot coverage percentage lots. The minimum lot area within the Rock Ridge Manor section will be 17,000 sq.ft. (0.390 Ac), with a maximum lot coverage percentage of 60%. There will be a total of 8 lots within Rock Ridge Manor at a density of approximately 1.51 units/acre.

C. OPEN SPACE

Refer to Exhibit F - Open Space Exhibit

The Eagles Landing development will include 13.518 Ac (26.4% of the total development) of open space / common areas. These areas are spread throughout the development and can be seen on the enclosed Open Space Exhibit.

D. LANDSCAPING

Refer to Exhibit G – Conceptual PUD Landscape Plan

The Eagles Landing development will consist of mounding and landscaping along the Hurricane Road frontage, landscaping at the subdivision entrances and throughout the common areas within the various sections of the development. All landscaping shall, at a minimum, conform to the City of Franklin Zoning Ordinance Article 7.16 & 7.17 and the City of Franklin Subdivision Control Ordinance Article 6.15.

E. NATURAL FEATURES

As discussed in the existing site conditions section, a portion of the project site lies within Zone 'AE', special flood hazard areas subject to inundation by the 1% annual chance flood, with base flood elevations determined. This area of the site will be maintained, and the topography will be unaltered. Any asphalt cart path installations in this area will be constructed to not negatively impact the 100-year flood elevation. Lastly, common areas will be provided to protect all possible existing trees to the maximum extent possible.

F. HISTORIC FEATURES

The development real estate does not contain any known historic features and is not included on the Indiana Historic Sites and Structures Inventory for Johnson County.

G. COVENANTS

Private covenants and restrictions will be established for each Subdivision. The purpose of these covenants and restrictions will be to further assure the high quality of construction and implement the community vision for the development. Specifically, a Declaration of Covenants, Conditions, and Restrictions will be filed of record with respect to the real estate in each Subdivision. The Declarations that will be in the chain of title for each Subdivision are attached as Exhibit I.

H. DRAINAGE

Stormwater quantity and quality requirements of Section 6.19 of the City of Franklin Subdivision Control Ordinance will be satisfied by the installation of four (4) on-site wet detention ponds with restrictive outlet control measures. All on-site impervious areas will be routed to, and treated by, the proposed ponds. All ponds will have an ultimate discharge into existing, working outlet points, with all quantity and quality treated runoff being conveyed to Hurricane Creek. To achieve water quantity detention standards, the ponds and associated outlet structures will be sized to restrict the peak discharge rate of the 10-year post-developed storm to the peak 2-year pre-developed rate, and the peak discharge rate of the 100-year post-developed storm to the peak 10-year pre-developed rate. In addition, to achieve water quality standards, the ponds will also be designed to detain, for over 24 hours after the peak runoff from a 24-hour storm, at least 20% of the runoff from either a 1-1/4 inch rainfall depth storm or 1/2 inch direct runoff, whichever is greater.

6. <u>SUPPLEMENTAL INFORMATION</u>

A. TREE PRESERVATION

There are few trees on the development real estate. Any existing, healthy mature trees that can be preserved by the project will be preserved to the extent reasonably possible.

B. FLOOD HAZARDS

As discussed in the Existing Site Conditions, the eastern area of the development real estate, lies within Zone AE, a special flood hazard area subject to inundation by the 1% annual chance flood, with base flood elevations determined. This area of the development will be designed so that the storage volume of water within the floodplain will be maintained and that the drainage for the entire development will meet all applicable drainage and other requirements. This will be done while maintaining approximately six existing par three holes.

C. DEVELOPMENT REQUIREMENTS, INCLUDING LOT DEVELOPMENT STANDARDS, ARCHITECTURAL DESIGN STANDARDS, AND OTHER STANDARDS CONSISTENT WITH CITY OF FRANKLIN ZONING ORDINANCE

The Lot Development Standards proposed for each of the Subdivisions are as follows:

1. LOT DEVELOPMENT STANDARDS TO BE IMPOSED BY INCORPORATION INTO PUD ORDINANCE

LOT DEVELOPMENT STANDARDS FOR CALEDONIA PARK

AT EAGLES LANDING

1. Development Standards

Number of Lots	58
Minimum lot size	6,000 square feet
Maximum lot area	Not applicable
Minimum lot width (Measured at the front setback/ building line) Maximum lot depth	50 feet Not applicable
Maximum lot coverage	75%
Minimum front yard set back (Measured from street right of way)	25 feet

Minimum side year primary structure	5 feet measured from adjacent property line and a total of ten feet between Residential Dwelling Units
Minimum rear yard primary structure setback	20 feet measured from the rear property line
Minimum living area per dwelling	1,350 Square Feet for single story and 1,620 square feet for two story (excluding any basement)
Minimum ground floor living area	70%
Maximum primary structures per lot	1
Maximum height for primary structure	48
Building pad requirement behind the building line	40 x 70 = 2,800 Square Feet
Minimum two car garage	Not less than 22 feet wide by 24 feet deep, with minimum of 528 square feet

2. Permitted Land Uses:

- a. Single family residence
- b. Home Occupations in accordance with Article 7.7 of the City of Franklin Zoning Ordinance
- c. Temporary Home Sales Facilities in accordance with Article 7.4 of the City of Franklin Zoning Ordinance.

3. Exterior Lighting:

a. All exterior lighting will be in accordance with Article 7.18 of the City of Franklin Zoning Ordinance.

4. Architectural Design Standards:

- a. Minimum of two-car attached garage shall be provided for each residence.
- b. Exterior Materials: The exterior will be stone, brick, high quality vinyl, or wood. Vinyl must meet or exceed the following standards and specifications:
 - Vinyl siding to meet or exceed Ply Gem Mastic Structure Home Insulation
 System double panel 6 inch or single panel seven-inch siding standards and
 specifications, as more fully set forth on Exhibit J (1) attached hereto;
 - Trim, dormers, gables and similar accessories to meet or exceed Ply Gem Mastic
 Premium Siding Cedar Discovery accessory standards and specifications, as
 more fully set forth on Exhibits J (2), (3), and (4) attached hereto;
 - iii. Soffit to meet or exceed Ply Gem Mastic Pro-Tech Plus Soffit standards and specifications, as more fully set forth on Exhibit J (5) attached hereto; and

- iv. Board and batten to meet or exceed Ply Gem Mastic Board and Batten standards and specifications, as more fully set forth on Exhibit J (6) attached hereto.
- c. The single-family dwellings must meet the following anti-monotony requirement:
 - i. Caledonia Park is specifically designed to present a continuity in concept and design. Therefore, dwellings in this section may be of the same elevation and/or same color package. However, a different application of exterior materials shall be used to differentiate a dwelling from dwellings within one lot in either direction on the same side of the street or directly across the street.
- d. The Character Exhibit, attached hereto as Exhibit H and incorporated herein by this reference, is set forth for purposes of compiling images designed to capture the intended architecture of structures to be constructed in the Eagles Landing PUD. It is not the intent of the Character Exhibit to limit the architecture shown in the Character Exhibit, but to encourage a diversity of architecture of Dwellings in the proposed development.
- e. Foundations will be crawl space, basement, or concrete slab.
- f. Builder will be responsible for construction of public sidewalks in front of Lots

5. Fence, Hedge, and Wall Standards:

- a. Cannot be located within any sight visibility triangle as defined by Article 7.13 of the City of Franklin Zoning Ordinance.
- b. Cannot be located any closer to the front of a residence than the front foundation line of the residence.
- c. No fences will be allowed to extend to within five feet of any side yard or rear yard setback
- d. Prohibited: chain-link, wood, electrified, barbed wire, razor wire, and stockade fences, provided however, this exclusion will not apply to the use of invisible fences which are permitted.

6. Landscaping Standards:

a. To be provided by landscape architect. All landscaping standards will meet and be in accordance with minimum requirements of the Franklin Zoning Ordinance.

7. Parking Standards:

- a. All driveways and vehicle parking areas shall be concrete, and the concrete shall be continuous from the point of connection to the abutting street to the point of connection to the garage apron.
- b. All driveways will be a minimum of sixteen (16) feet in width and shall meet the requirements of Article 7.10 and Article 7.12 of the City of Franklin Zoning Ordinance.
- c. Parking of recreational vehicles and commercial vehicles shall meet the requirements of Article 7.10 in the City of Franklin Zoning Ordinance.

8. Signage Standards:

a. One entry sign shall be placed at each entrance to the Subdivision from Hurricane Road, and shall meet the following requirements:

i.	Maximum height:	8 feet
ii.	Maximum area of each sign:	48 square feet
iii.	Setback:	Two feet from right of way

b. Neighborhood Marker Posts shall be placed as shown on recorded Plat, and shall meet the following requirements:

i.	Maximum height:	8 feet
ii.	Maximum area of each sign:	48 square feet
iii.	Setback:	Two feet from right of way

c. If not covered by the above, then the signs shall meet and be in accordance with the sign standards provided for in Article 8 of the City of Franklin Zoning Ordinance.

9. Additional Development Standards.

- All property owners in Caledonia Park are required to be members of both the Caledonia Park at Eagles Landing Lot Owners Association Inc and Eagles Landing Master Owners Association Inc.
- b. No above ground pools are allowed.
- c. No playground equipment will be permitted on a Lot.
- d. Mailboxes will be installed by Builder.

LOT DEVELOPMENT STANDARDS FOR LEGENDARY RIDGE

AT EAGLES LANDING

1. Development Standards	
Number of Lots	25
Minimum lot size	10,000 square feet
Maximum lot size	not applicable
Minimum lot width (Measured at the front setback/ build to line)	80 feet
Maximum lot depth	not applicable
Maximum lot coverage (including all hard surface)	75%
Minimum front yard setback (Measured from street right of way)	30 feet
Minimum side yard primary structure setback (Measured from adjacent property line)	7.5 feet and a total of 15 feet between Residential Dwelling Units
Minimum rear yard primary structure setback (Measured from the rear property line)	20 feet
Minimum living area per Single Story Dwelling	2,500 square feet (For primary structure)
Minimum living area per Two Story Dwelling	3,000 square feet (Not including basement)
Minimum Ground Floor Living area	45% (Two story for primary structure with basements not counted towards minimum square footage requirements.)
Maximum Primary Structures Per Lot	ONE
Maximum Height for Primary Structure	48 feet
Minimum Building Pad Requirement behind building line	65 x 70 = 4,550 Sq. Ft.
Minimum two car garage	Not less than 22 feet wide by 24 feet Deep, with minimum of 528 square

feet 3 car garages are permitted.

2. Permitted Land Uses:

- a. Single family residence
- b. Home Occupations in accordance with Article 7.7 of the City of Franklin Zoning Ordinance
- c. Temporary Home Sales Facilities in accordance with Article 7.4 of the City of Franklin Zoning Ordinance.

3. Exterior Lighting:

a. All exterior lighting will be in accordance with Article 7.18 of the City of Franklin Zoning Ordinance.

4. Architectural Design Standards:

- a. Minimum of two-car attached garage shall be provided for each residence.
- b. Exterior Materials: The exterior will be stone, brick, high quality vinyl, or wood. Vinyl must meet or exceed the following standards and specifications:
 - Vinyl siding to meet or exceed Ply Gem Mastic Structure Home Insulation
 System double panel 6 inch or single panel seven-inch siding standards and
 specifications, as more fully set forth on Exhibit J (1) attached hereto;
 - Trim, dormers, gables and similar accessories to meet or exceed Ply Gem Mastic
 Premium Siding Cedar Discovery accessory standards and specifications, as
 more fully set forth on Exhibits J (2), (3), and (4) attached hereto;
 - iii. Soffit to meet or exceed Ply Gem Mastic Pro-Tech Plus Soffit standards and specifications, as more fully set forth on Exhibit J (5) attached hereto; and
 - iv. Board and batten to meet or exceed Ply Gem Mastic Board and Batten standards and specifications, as more fully set forth on Exhibit J (6) attached hereto.
- c. The single-family dwellings must meet the following anti-monotony requirement:
 - i. The same front dwelling unit elevation will not be constructed within two lots in either direction on the same side of the street or directly across the street so far as to ensure that significant architectural features will differentiate dwellings within this Subdivision.
- d. Foundations will be crawl space, basement, or concrete slab.
- e. Builder will be responsible for construction of public sidewalks in front of lots.

5. Fence, Hedge, and Wall Standards:

- a. Cannot be located within any sight visibility triangle as defined by Article 7.13 of the City of Franklin Zoning Ordinance.
- b. Cannot be located any closer to the front of a residence than the front foundation line of the residence.
- c. No fences will be allowed to extend to within five feet of any side yard or rear yard setback.
- d. Prohibited: chain-link, wood, electrified, barbed wire, razor wire, and stockade fences, provided however, this exclusion will not apply to the use of invisible fences which are permitted.

6. Landscaping Standards:

a. To be provided by landscape architect. All landscaping standards will meet and be in accordance with minimum requirements of the Franklin Zoning Ordinance.

7. Parking Standards:

- a. All driveways and vehicle parking areas shall be concrete, and the concrete shall be continuous from the point of connection to the abutting street to the point of connection to the garage apron.
- b. All driveways will be a minimum of sixteen (16) feet in width and shall meet the requirements of Section 7.10 and Section 7.12 of the City of Franklin Zoning Ordinance.
- c. Parking of recreational vehicles and commercial vehicles shall meet the requirements of Article 7.10 in the City of Franklin Zoning Ordinance.

8. Signage Standards:

iii.

iii.

- a. One entry sign shall be placed at each entrance to the Subdivision from Hurricane Road, and shall meet the following requirements:
 - i. Maximum height:
 - ii. Maximum area of each sign: 48 square feet
 - Two feet from right of way

8 feet

8 feet

- b. Neighborhood Marker Posts shall be placed as shown on recorded Plat, and shall meet the following requirements:
 - i. Maximum height:

Setback:

Setback:

- ii. Maximum area of each sign:
- 48 square feet
- Two feet from right of way
- c. If not covered by the above, then the signs shall meet and be in accordance with the sign standards provided for in Article 8 of the City of Franklin Zoning Ordinance.

9. Additional Development Standards:

- a. All property owners in Legendary Ridge are required to be members of both the Legendary Ridge at Eagles Landing Lot Owners Association Inc and Eagles Landing Master Owners Association Inc.
- b. No above ground pools are allowed.
- c. No playground equipment will be permitted on a Lot.
- d. Mailboxes will be of the same brick or stone used to construct the Dwelling Unit and will be installed by Builder.

LOT DEVELOPMENT STANDARDS FOR ROCK RIDGE MANOR

AT EAGLES LANDING

1. Development Standards

Number of Lots	8
Minimum lot size	17,000 square feet
Maximum lot size	not applicable
Minimum lot width (Measured at the front setback/ build to line)	90 feet
Maximum lot depth	not applicable
Maximum lot coverage (including all hard surface)	60%
Minimum front yard setback (Measured from street right of way)	30 feet
Minimum side yard primary structure setback (Measured from adjacent property line)	10 feet and a total of 20 feet between Residential Dwelling Units
Minimum rear yard primary structure setback (Measured from the rear property line)	25 feet
Minimum living area per Single Story Dwelling	2,500 square feet (For primary structure)
Minimum living area per Two Story Dwelling	3,000 square feet (Not including basement)
Minimum Ground Floor Living area	45% (Two story for primary structure with basements not counted towards minimum square footage requirements.)
Maximum Primary Structures Per Lot	ONE
Maximum Height for Primary Structure	48 feet
Minimum Building Pad Requirement behind building line	65 x 70 = 4,550 Sq. Ft.
Minimum two car garage	Not less than 22 feet wide by 24 feet Deep, with a minimum of 528 square feet. 3 car garages are permitted

2. Permitted Land Uses:

- a. Single family residence
- b. Home Occupations in accordance with Article 7.7 of the City of Franklin Zoning Ordinance
- c. Temporary Home Sales Facilities in accordance with Article 7.4 of the City of Franklin Zoning Ordinance.

3. Exterior Lighting:

a. All exterior lighting will be in accordance with Article 7.18 of the City of Franklin Zoning Ordinance.

4. Architectural Design Standards:

- a. Minimum of two-car attached garage shall be provided for each residence.
- b. Exterior Materials: The exterior will be stone, brick, high quality vinyl, or wood. Vinyl must meet or exceed the following standards and specifications:
 - Vinyl siding to meet or exceed Ply Gem Mastic Structure Home Insulation
 System double panel 6 inch or single panel seven-inch siding standards and
 specifications, as more fully set forth on Exhibit J (1) attached hereto;
 - Trim, dormers, gables and similar accessories to meet or exceed Ply Gem Mastic
 Premium Siding Cedar Discovery accessory standards and specifications, as
 more fully set forth on Exhibits J (2), (3), and (4) attached hereto;
 - iii. Soffit to meet or exceed Ply Gem Mastic Pro-Tech Plus Soffit standards and specifications, as more fully set forth on Exhibit J (5) attached hereto; and
 - iv. Board and batten to meet or exceed Ply Gem Mastic Board and Batten standards and specifications, as more fully set forth on Exhibit J (6) attached hereto.
- c. The single-family dwellings must meet the following anti-monotony requirement:
 - The same front dwelling elevation will not be constructed within two lots in either direction on the same side of the street or directly across the street so far as to ensure that significant architectural features will differentiate dwellings within this subdivision.
- d. Foundations will be crawl space, basement, or concrete slab.
- e. Builder will be responsible for construction of public sidewalks in front of Lots.

5. Fence, Hedge, and Wall Standards:

- a. Cannot be located within any sight visibility triangle as defined by Article 7.13 of the City of Franklin Zoning Ordinance.
- b. Cannot be located any closer to the front of a residence than the front foundation line of the residence.
- c. No fences will be allowed to extend to within five feet of any side yard or rear yard setback.
- d. Prohibited: chain-link, wood, electrified, barbed wire, razor wire, and stockade fences, provided however, this exclusion will not apply to the use of invisible fences which are permitted.

6. Landscaping Standards:

a. To be provided by landscape architect. All landscaping standards will meet and be in accordance with minimum requirements of the Franklin Zoning Ordinance.

7. Parking Standards:

- a. All driveways and vehicle parking areas shall be concrete, and the concrete shall be continuous from the point of connection to the abutting street to the point of connection to the garage apron.
- b. All driveways will be a minimum of sixteen (16) feet in width and shall meet the requirements of Section 7.10 and Section 7.12 of the City of Franklin Zoning Ordinance.
- c. Parking of recreational vehicles and commercial vehicles shall meet the requirements of Article 7.10 in the City of Franklin Zoning Ordinance.

8. Signage Standards:

a. One entry sign shall be placed at each entrance to the Subdivision from Hurricane Road, and shall meet the following requirements:

i.	Maximum height:	8 feet
ii.	Maximum area of each sign:	48 square feet
iii.	Setback:	Two feet from right of way

b. Neighborhood Marker Posts shall be placed as shown on recorded Plat, and shall meet the following requirements:

i.	Maximum height:	8 feet
ii.	Maximum area of each sign:	48 square feet
iii.	Setback:	Two feet from right of way

c. If not covered by the above, then the signs shall meet and be in accordance with the sign standards provided for in Article 8 of the City of Franklin Zoning Ordinance.

9. Additional Development Standards.

- All property owners in Rock Ridge Manor are required to be members of both the Rock Ridge Manor at Eagles Landing Lot Owners Association Inc and Eagles Landing Master Owners Association Inc.
- b. No above ground pools are allowed.
- c. No playground equipment will be permitted on a Lot.
- d. Mailboxes will be of the same brick or stone used to construct the Dwelling Unit and will be installed by Builder.

LOT DEVELOPMENT STANDARDS FOR JK MANOR HOUSE

at EAGLES LANDING

1. Development Standards	
Number of Lots	2 Lots, with Lot #1 consisting of 3.5 acres and Lot # 2 consisting of approximately ½ acres
Minimum lot size	15,000 square feet
Maximum lot size	not applicable
Minimum lot width (Measured at the front setback/ build to line)	80 feet
Maximum lot depth	not applicable
Maximum lot coverage (including all hard surface)	75%
Minimum front yard setback (Measured from street right of way)	20 feet for new construction. Existing building front yard setback is permitted
Minimum side yard primary structure setback (Measured from adjacent property line)	5 feet
Minimum rear yard primary structure setback (Measured from the rear property line)	10 feet
Minimum living area for apartments	450 square feet (For primary structure)
Maximum Primary Structures Per Lot	ONE
Maximum Height for Primary Structure	48 feet
Minimum Building Pad Requirement behind building line	Not applicable

2. Permitted Land Uses:

- All Permitted Primary Uses allowed in the Multi-Family (RM) Zoning District. a.
- All Permitted Primary Uses allowed in the Rural Residential (RR) Zoning District, b. provided this Permitted Land Use shall only apply to Lot Number 1 and said Lot Number 1 must be not less than 3.5 acres.
- The following Commercial uses: c.
 - i. Health & fitness
 - ii. Office uses
 - iii. Personal service uses

- iv. Recreational uses that are small scale
- v. Restaurant
- d. The following Institutional Public uses:
 - i. Church or other place of worship
 - ii. Community Center
 - iii. Day-care center
 - iv. Private clubs
 - v. Medical clinics
 - vi. school

3. Exterior Lighting:

a. All exterior lighting will be in accordance with Article 7.18 of the City of Franklin Zoning Ordinance.

4. Architectural Design Standards:

- a. For any expansion of the existing 25,000 square foot building on Lot #1 and for new construction on Lot #2, the exterior materials must be storefront glass or stone, brick, high quality vinyl, or wood. Vinyl must meet or exceed the following standards and specifications:
 - Vinyl siding to meet or exceed Ply Gem Mastic Structure Home Insulation
 System double panel 6 inch or single panel seven-inch siding standards and
 specifications, as more fully set forth on Exhibit J (1) attached hereto;
 - Trim, dormers, gables and similar accessories to meet or exceed Ply Gem Mastic
 Premium Siding Cedar Discovery accessory standards and specifications, as
 more fully set forth on Exhibits J (2), (3), and (4) attached hereto;
 - iii. Soffit to meet or exceed Ply Gem Mastic Pro-Tech Plus Soffit standards and specifications, as more fully set forth on Exhibit J (5) attached hereto; and
 - iv. Board and batten to meet or exceed Ply Gem Mastic Board and Batten standards and specifications, as more fully set forth on Exhibit J (6) attached hereto.
- b. Foundations will be crawl space, basement, or concrete slab.

5. Fence, Hedge, and Wall Standards:

- a. Cannot be located within any sight visibility triangle as defined by Article 7.13 of the City of Franklin Zoning Ordinance.
- b. Cannot be located any closer to the front of the existing 25,000 square foot building than the front foundation line of this 25,000 square foot building.
- c. Prohibited: chain-link, wood, electrified, barbed wire, razor wire, and stockade fences. JK.

6. Landscaping Standards:

a. Existing landscaping is approved.

 Any additional landscaping will be provided by landscape architect. Any such additional landscaping will meet and be in accordance with minimum requirements of the Franklin Zoning Ordinance.

7. Parking Standards:

- a. All driveways and vehicle parking areas shall be asphalt or concrete and the asphalt or concrete shall be continuous from the point of connection to the abutting street to the point of connection to the parking facilities on the lot.
- All existing driveways and vehicle parking areas are permitted. Any new driveways will be a minimum of sixteen (16) feet in width and shall meet the requirements of Section 7.10 and Section 7.12 of the City of Franklin Zoning Ordinance.
- c. Parking of recreational vehicles and commercial vehicles shall meet the requirements of Article 7.10 in the City of Franklin Zoning Ordinance.

8. Signage Standards:

- Each Lot in this Subdivision will be permitted to install the following Non-Residential Temporary Signs in conformance with and in accordance to the requirements of the City of Franklin Zoning Ordinance, Article 8, Section 8.3, Part 1, A, applicable to MXC Districts:
 - i. Banners in accordance with Section 8.3, Part 1, A (1);
 - ii. Yard signs in accordance with Section 8.3, Part 1, A (3)(a); and
 - iii. Window signs in accordance with Section 8.3, Part 1, A (4).
- Each Lot in this Subdivision will be permitted to install the following Non-Residential Permanent Signs in conformance with and in accordance with the requirements of the City of Franklin Zoning Ordinance, Article 8, Section 8.3, Part 2, applicable to MXC Districts:
 - i. Free standing signs in accordance with Section 8.3, Part 2, A, B, J, provided no pole signs will be allowed;
 - ii. An electronic message board in accordance with Section 8.3 Part 2, G shall be permitted to be incorporated in the free-standing signage set forth in (i) above;
 - iii. Wall signs in accordance with Section 8.3, Part 2, C; and
 - iv. Awning Signs in accordance with Section 8.3, Part 2, D.

9. Additional Development Standards.

a. The owner of JK Manor House Subdivision is required to be a member of Eagles Landing Master Owners Association Inc.

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Warranty Deed
- Exhibit C: Topographical Survey
- Exhibit D: ALTA/ASCM Survey prepared by SEA Group dated September 13, 2017
- Exhibit E: Concept Plan for Eagles Landing PUD
- Exhibit F: Open Space Exhibit
- Exhibit G: Conceptual PUD Landscape Plan
- Exhibit H: Examples of Residential Architecture, Landscaping, and the existing 25,000 square foot building within JK Manor House
- Exhibit I: Written Covenants for Subdivisions comprising the PUD
- Exhibit J: Vinyl Minimum Standards and Specifications

EXHIBIT A

LEGAL DESCRIPTION

Part of the East half of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, and being part of the land of L.O.I., and Indiana limited Partnership as recorded among the records of Johnson County, Indiana in Deed Book 261, page 113 and also being a part of the land of L.O.I., Limited Partnership as recorded among the records of Johnson County, Indiana in Instrument 98014148, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 1 and running thence South 00 degrees 24 minutes 02 seconds West along the West line of said Northeast Quarter Section 1462.63 feet to the Southwest corner of real estate described in Deed Book 246, Page 317 recorded among the records of Johnson County, said point being the Point of Beginning; thence North 89 degrees 52 minutes 02 seconds East along the South line of said real estate, 447.00 feet to the Southeast corner thereof, thence South 12 degrees 46 minutes 24 seconds East 271.24 feet to a point on the Easterly edge of a paved cart path; thence on the following fifteen (15) courses along the Easterly edge of said paved cart path: (1) South 21 degrees 23 minutes 07 seconds East 16.11 feet; (2) South 08 degrees 28 minutes 53 seconds East 16.08 feet; (3) South 04 degrees 50 minutes 40 seconds East 24.95 feet; (4) south 06 degrees 19 minutes 37 seconds East 25.72 feet; (5) South 11 degrees 53 minutes 11 seconds East 17.82 feet; (6) South 20 degrees 48 minutes 19 seconds East 18.35 feet; (7) South 24 degrees 14 minutes 50 seconds East 25.50 feet; (8) South 27 degrees 00 minutes 10 seconds East 47.17 feet; (9) South 20 degrees 36 minutes 03 seconds East 12.85 feet; (10) South 14 degrees 54 minutes 29 seconds East 20.59 feet; (11) South 10 degrees 02 minutes 50 seconds East 99.68 feet; (12) South 12 degrees 02 minutes 55 seconds East 21.45 feet; (13) South 07 degrees 44 minutes 40 seconds East 51.09 feet; (14) South 05 degrees 04 minutes 35 seconds East 52.14 feet; (15) South 02 degrees 48 minutes 50 seconds East 54.37 feet; thence departing Easterly edge of said cart path and running South 35 degrees 46 minutes 36 seconds East 39.06 feet to a point on the Westerly edge of a field of sea grass as located on August 18, 1999; thence on the following six (6) courses along the Westerly edge of said sea grass: (1) South 37 degrees 47 minutes 25 seconds East 26.14 feet; (2) South 34 degrees 27 minutes 49 seconds East 33.84 feet; (3) South 44 degrees 00 minutes 24 seconds East 10.81 feet; (4) South 18 degrees 19 minutes 18 seconds East 10.81 feet; (5) South 10 degrees 50 minutes 58 seconds West 13.68 feet; (6) South 43 degrees 30 minutes 25 seconds West 13.68 feet; thence departing the Westerly edge of said sea grass and running South 50 degrees 01 minute 31 seconds East 54.90 feet; thence South 63 degrees 48 minutes 40 seconds East 199.08 feet to a point on the Northerly edge of a field of sea grass as located on August 18, 1999; thence on the following twenty three (23) courses along the meanderings of said sea grass: (1) North 77 degrees 53 minutes 45 seconds East 27.56 feet; (2) North 89 degrees 33 minutes 58 seconds East 35.66 feet; (3) North 81 degrees 52 minutes 01 seconds East 42.34 feet; (4) North 79 degrees 43 minutes 54 seconds East 21.78 feet; (5) South 84 degrees 33 minutes 57 seconds East 21.78 feet; (6) South 66 degrees 36 minutes 18 seconds East 27.99 feet; (7) South 46 degrees 23 minutes 10 seconds East 27.99 feet; (8) South 32 degrees 17 minutes 03 seconds East 115.47 feet; (9) South 19 degrees 39 minutes 40 seconds East 26.68 feet; (10) South 01 degree 33 minutes 48 seconds West 22.58 feet; (11) South 06 degrees 04 minutes 17 seconds West 49.62 feet; (12) South 02 degrees 52 minutes 29 seconds East 41.95 feet; (13) South 20 degrees 09 minutes 05 seconds East 24.86 feet; (14) South 48 degrees 38 minutes 40 seconds East 26.53 feet; (15) South 71 degrees 55 minutes 45 seconds East 12.99 feet; (16) North 76 degrees 45 minutes 21 seconds East 11.65 feet; (17) North 50 degrees 24 minutes 00 seconds East 21.24 feet; (18) North 43 degrees 55 minutes 57 seconds East 34.46 feet; (19) North 53 degrees 48 minutes 14 seconds East 21.78 feet; (20) North 66 degrees 35 minutes 02 seconds East 25.19 feet; (21) North 78 degrees 25 minutes 42 seconds East 18.35

feet; (22) North 88 degrees 44 minutes 37 seconds East 19.59 feet; (23) South 85 degrees 25 minutes 51 seconds East 29.75 feet; thence departing the edge of said sea grass and running South 39 degrees 08 minutes 21 seconds East 127.11 feet to a point on the Westerly edge of a field of sea grass as located on August 18, 1999; thence on the following twenty nine (29) courses along the Westerly edge of said sea grass: (1) South 13 degrees 10 minutes 40 seconds East 55.72 feet; (2) South 21 degrees 29 minutes 41 seconds East 27.40 feet; (3) South 31 degrees 39 minutes 53 seconds East 20.36 feet; (4) South 40 degrees 19 minutes 59 seconds East 20.36 feet; (5) South 40 degrees 27 minutes 08 seconds East 167.80 feet; (6) South 35 degrees 01 minute 10 seconds East 29.16 feet; (7) South 25 degrees 49 minutes 52 seconds East 33.86 feet; (8) South 20 degrees 41 minutes 52 seconds East 45.89 feet; (9) South 16 degrees 48 minutes 48 seconds East 86.21 feet; (10) South 10 degrees 36 minutes 37 seconds East 33.81 feet; (11) South 01 degree 54 minutes 11 seconds West 30.84 feet; (12) South 05 degrees 42 minutes 15 seconds East 8.69 feet; (13) South 41 degrees 58 minutes 19 seconds East 14.00 feet; (14) South 53 degrees 14 minutes 44 seconds East 42.35 feet; (15) South 39 degrees 36 minutes 19 seconds East 47.18 feet; (16) South 26 degrees 56 minutes 44 seconds East 16.12 feet; (17) South 05 degrees 21 minutes 20 seconds East 21.88 feet; (18) South 09 degrees 52 minutes 03 seconds West 19.81 feet; (19) South 22 degrees 41 minutes 20 seconds West 33.52 feet; (20) South 37 degrees 43 minutes 36 seconds West 30.88 feet; (21) South 49 degrees 35 minutes 04 seconds West 39.54 feet; (22) South 60 degrees 12 minutes 20 seconds West 34.82 feet; (23) South 66 degrees 25 minutes 55 seconds West 40.39 feet; (24) South 66 degrees 14 minutes 46 seconds West 40.52 feet; (25) South 59 degrees 39 minutes 26 seconds West 9.30 feet; (26) South 43 degrees 19 minutes 14 seconds West 9.96 feet; (27) South 24 degrees 53 minutes 40 seconds West 10.58 feet; (28) South 02 degrees 47 minutes 04 seconds West 8.65 feet; (29) South 07 degrees 40 minutes 39 seconds East 11.42 feet; thence departing the Westerly edge of said sea grass and running South 80 degrees 08 minutes 24 seconds West 496.08 feet; thence North 77 degrees 22 minutes 37 seconds West 301.32 feet; thence North 57 degrees 45 minutes 24 seconds West 33.83 feet to a point on the Southerly edge of a paved cart path; thence on the following ten (10) courses along the Southerly and Westerly meandering edge of said paved cart path: (1) North 61 degrees 56 minutes 08 seconds West 57.94 feet; (2) North 74 degrees 04 minutes 52 seconds West 35.18 feet; (3) North 88 degrees 01 minute 47 seconds West 16.00 feet; (4) South 68 degrees 57 minutes 06 seconds West 17.04 feet; (5) South 57 degrees 57 minutes 15 seconds West 26.29 feet; (6) South 46 degrees 36 minutes 46 seconds West 24.37 feet; (7) South 39 degrees 11 minutes 05 seconds West 14.37 feet; (8) South 25 degrees 19 minutes 27 seconds West 16.65 feet; (9) South 18 degrees 25 minutes 05 seconds West 31.27 feet; (10) South 15 degrees 08 minutes 01 second West 104.64 feet; thence departing edge of said paved cart path and running South 14 degrees 19 minutes 47 seconds West 26.04 feet to a point in the center line of a paved cart path; thence on the following four (4) courses along the center line of said paved cart path: (1) North 52 degrees 51 minutes 48 seconds West 54.76 feet; (2) North 41 degrees 06 minutes 23 seconds West 68.91 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 51 degrees 18 minutes 16 seconds and a radius of 169.37 feet; (3) Northwesterly and Westerly along said curve an arc distance of 151.66 feet (said curve being subtended by a chord having a bearing of North 61 degrees 12 minutes 44 seconds West and a length of 146.65 feet; (4) North 85 degrees 50 minutes 02 seconds West 98.70 feet; thence departing the center line of said paved cart path and running North 00 degrees 54 minutes 26 seconds East 31.64 feet; thence North 87 degrees 05 minutes 33 seconds West 181.97 feet to a point on the Easterly edge of a gravel drive, said point being on a non-tangent curve concave to the Southwest, having a central angle of 29 degrees 40 minutes 41 seconds and a radius 86.05 feet; thence Northwesterly along said gravel drive and said curve an arc distance of 44.57 feet (said curve being subtended by a chord

having a bearing of North 42 degrees 14 minutes 26 seconds West and a length of 44.07 feet; thence North 89 degrees 35 minutes 58 seconds West 15.42 feet to a point on the West line of the Southeast Quarter of said section 1; thence North 00 degrees 24 minutes 02 seconds East along the West line of said Half Section 399.54 feet to the Northwest comer of real estate described In said Instrument 98014148; thence continuing North 00 degrees 24 minutes 02 seconds East along the West line of said Half Section 984.32 feet to the Center of said Section; thence South 83 degrees 17 minutes 05 seconds East 449.48 feet; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line 233.46 feet; thence South 89 degrees 24 minutes 02 seconds West 446.82 feet to the West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to the West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East along said West line 507.25 feet to the Point of Beginning.

Together with non-exclusive easements for easements for access, ingress of pedestrian and golf cart traffic and for the unobstructed right to use and practice upon the golf course driving range pursuant to Declaration of Easement by and between L.O.I. Limited Partnership, an Indiana limited partnership and Indiana Golf Foundation, an Indiana charitable foundation dated September 28, 1999 and recorded October 7, 1999 as Instrument No. 1999-29196, as amended by that Certain Easement Amendment by and between L.O.I. Limited Partnership and Indiana Golf Foundation, an Indiana limited partnership and Indiana Golf Foundation, an Indiana limited Partnership and Indiana Golf Foundation, an Indiana charitable foundation dated September 28, 2002 as Instrument No. 2002-035824.

Part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian in Needham Township, Johnson County, Indiana, being part of land conveyed to Frances I. Wright as described among the records of Johnson County, Indiana in Deed Book 247, page 200 (hereinafter referred to as the Wright property), being more particularly described as follows:

Beginning at the Northeast corner of said Quarter-Quarter Section and running South 00 degrees 24 minutes 02 seconds West along the East line thereof 34.39 feet to the Southwest comer of land conveyed to Indiana Golf Foundation as described among the records of Johnson County, Indiana in Instrument Number 1999-29195; thence departing said East line of said Quarter-Quarter Section and running North 89 degrees 35 minutes 55 seconds West 30.49 feet to the center line of Hurricane Road; thence North 00 degrees 26 minutes 36 seconds East 37.76 feet to a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 1, said point being on the North line of said Wright property; thence South 83 degrees 17 minutes 05 seconds East along the North line of the Southeast Quarter of the Southwest Quarter of Section 1 and the North line of said Wright property 30.65 feet to the Point of Beginning.

Part of the Southeast Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, and being part of the land of L.O.I. an Indiana limited Partnership as recorded among the records of Johnson County, Indiana in Instrument 98014148, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 1 and running thence South 00 degrees 24 minutes 02 seconds West along the West line of said Northeast Quarter Section 2146.10 feet to the Southwest corner of said Northeast Quarter; thence continuing South 00 degrees 24 minutes 02 seconds West along the West line of the Southeast Quarter of said Section 1383.86 feet to the Southwest corner of the land of Indiana Golf Foundation as recorded among the records of Johnson County, Indiana in Instrument 1999-029195, being the POINT OF BEGINNING; thence departing said West line and running the following four (4) courses along the South line of the Indiana Golf Foundation land: (1) South 89 degrees 35 minutes 58 seconds East 15.42 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 29 degrees 40 minutes 41 seconds and a radius of 86.05 feet; (2) Southeasterly along said curve an arc distance of 44.57 feet said curve being subtended by a chord having a bearing of South 42 degrees 14 minutes 25 seconds East and a length of 44.07 feet; (3) South 87 degrees 05 minutes 33 seconds East 181.97 feet; (4) South 00 degrees 54 minutes 26 seconds West 31.64 feet; thence North 85 degrees 50 minutes 02 seconds West 227.28 feel to a point on the West line of said Southeast Quarter section; thence North 00 degrees 24 minutes 02 seconds East along the West line of said Quarter Section 57.10 feet to the Point of Beginning.

EXHIBIT B

WARRANTY DEED

2021-018452 RECORDED ON 06/21/2021 02:31:19 PM TERESA K. PETRO JOHNSON COUNTY RECORDER REC FEE: 25.00 PAGES: 6 RECORDED AS PRESENTED

Duly Entered For Taxation Subject To Final Acceptance For Transfer Jun 21 2021 Pamela J. Burton AUDITOR JOHNSON COUNTY, IND.

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That Indiana Golf Foundation, Inc., an Indiana nonprofit corporation ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to The Estates at Franklin LLC, an Indiana limited liability company, whose mailing address is 1230 S. State Street, Franklin, Indiana 46131 ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate in Johnson County, in the State of Indiana described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"):

This conveyance is made, and the Real Estate, is subject to:

- (a) real estate taxes and any other governmental, municipal, or public dues, charges, or impositions not delinquent; and
- (b) all easements, covenants, conditions, restrictions and other matters of record, legal highways and rights-of-way; and
- (c) matters which would be disclosed by an accurate survey or inspection of the Real Estate.

The warranties of Grantor hereunder are limited to its own acts and deeds and those of persons claiming by, through and under Grantor, and not otherwise.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly authorized Executive Director of Grantor and has been fully empowered to execute and deliver this deed; that Grantor has full capacity to convey the Real Estate; and that all necessary action for the making of such conveyance has been taken and done.

70275388v3

Sales Disclosure Approved Johnson County Assessor
IN WITNESS WHEREOF, Grantor has caused this deed to be executed this $\underline{\$+}$ day of June, 2021.

INDIANA GOLF FOUNDATION, INC., an Indiana nonprofit corporation David, Executive Director

("Grantor")

STATE OF INDIANA)) SS: COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mike David, Executive Director of Indiana Golf Foundation, Inc., an Indiana nonprofit corporation, who acknowledged execution of the foregoing Special Warranty Deed for and on behalf of said corporation.

Witness my hand and Notarial Seal this <u>SM</u> day of June, 2021. Notary Public (Printed)

GINA M. GIACONE Notary Public SEAL Boone County, State of Indiana My Commission Expires January 29, 2024 Commission Number 677664

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is 1230 S. State Street, Franklin, Indiana 46131.

The mailing address of the grantee is 1230 S. State Street, Franklin, Indiana 46131.

This Instrument was prepared by Jeffrey A. Abrams, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jeffrey A. Abrams

EXHIBIT "A" Legal Description

Part of the East half of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, and being part of the land of L.O. I., and Indiana limited Partnership as recorded among the records of Johnson County, Indiana in Deed Book 261, page 113 and also being a part of the land of L.O.I., Limited Partnership as recorded among the records of Johnson County, Indiana in Instrument 98014148, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 1 and running thence South 00 degrees, 24 minutes 02 seconds West along the West line of said Northeast Quarter Section 1462.63 feet to the Southwest corner of real estate described in Deed Book 246, Page 317 recorded among the records of Johnson County, said point being the Point of Beginning; thence North 89 degrees 52 minutes 02 seconds East along the South line of said real estate, 447.00 feet to the Southeast corner thereof, thence South 12 degrees 46 minutes 24 seconds East 271.24 feet to a point on the Easterly edge of a paved cart path; thence on the following fifteen (15) courses along the Easterly edge of said paved cart path: (1) South 21 degrees 23 minutes 07 seconds East 16.11 feet; (2) South 08 degrees 28 minutes 53 seconds East 16.08 feet; (3) South 04 degrees 50 minutes 40 seconds East 24.95 feet; (4) south 06 degrees 19 minutes 37 seconds East 25.72 feet; (5) South 11 degrees 53 minutes 11 seconds East 17.82 feet; (6) South 20 degrees 48 minutes 19 seconds East 18.35 feet; (7) South 24 degrees 14 minutes 50 seconds East 25.50 feet; (8) South 27 degrees 00 minutes 10 seconds East 47.17 feet; (9) South 20 degrees 36 minutes 03 seconds East 12.85 feet; (10) South 14 degrees 54 minutes 29 seconds East 20.59 feet; (11) South 10 degrees 02 minutes 50 seconds East 99.68 feet; (12) South 12 degrees 02 minutes 55 seconds East 21.45 feet; (13) South 07 degrees 44 minutes 40 seconds East 51.09 feet; (14) South 05 degrees 04 minutes 35 seconds East 52.14 feet; (15) South 02 degrees 48 minutes 50 seconds East 54.37 feet; thence departing Easterly edge of said cart path and running South 35 degrees 46 minutes 36 seconds East 39.06 feet to a point on the Westerly edge of a field of sea grass as located on August 18, 1999; thence on the following six (6) courses along the Westerly edge of said sea grass: (1) South 37 degrees 47 minutes 25 seconds East 26.14 feet; (2) South 34 degrees 27 minutes 49 seconds East 33.84 feet; (3) South 44 degrees 00 minutes 24 seconds East 10.81 feet; (4) South 18 degrees 19 minutes 18 seconds East 10.81 feet; (5) South 10 degrees 50 minutes 58 seconds West 13.68 feet; (6) South 43 degrees 30 minutes 25 seconds West 13.68 feet; thence departing the Westerly edge of said sea grass and running South 50 degrees 01 minute 31 seconds East 54.90 feet; thence South 63 degrees 48 minutes 40 seconds East 199.08 feet to a point on the Northerly edge of a field of sea grass as located on August 18, 1999; thence on the following twenty three (23) courses along the meanderings of said sea grass: (1) North 77 degrees 53 minutes 45 seconds East 27,56 feet; (2) North 89 degrees 33 minutes 58 seconds East 35.66 feet; (3) North 81 degrees 52 minutes 01 seconds East 42.34 feet; (4) North 79 degrees 43 minutes 54 seconds East 21.78 feet; (5) South 84 degrees 33 minutes 57 seconds East 21.78 feet; (6) South 66 degrees 36 minutes 18 seconds East 27.99 feet; (7) South 46 degrees 23 minutes 10 seconds East 27.99 feet; (8) South 32 degrees 17 minutes 03 seconds East 115.47 feet; (9) South 19 degrees 39 minutes 40 seconds East 26.68 feet; (10) South 01 degree 33 minutes 48 seconds West 22.58 feet; (11) South 06 degrees 04 minutes 17 seconds West 49.62 feet; (12) South 02 degrees 52 minutes 29 seconds East 41.95 feet; (13) South 20 degrees 09 minutes 05 seconds East 24.86 feet; (14) South 48 degrees 38 minutes 40 seconds East 26.53 feet; (15) South 71 degrees 55 minutes 45 seconds East 12.99 feet; (16) North 76 degrees 45 minutes 21 seconds East 11.65 feet; (17) North 50 degrees 24

minutes 00 seconds East 21.24 feet; (18) North 43 degrees 55 minutes 57 seconds East 34.46 feet; (19) North 53 degrees 48 minutes 14 seconds East 21.78 feet; (20) North 66 degrees 35 minutes 02 seconds East 25.19 feet; (21) North 78 degrees 25 minutes 42 seconds East 18.35 feet; (22) North 88 degrees 44 minutes 37 seconds East 19.59 feet; (23) South 85 degrees 25 minutes 51 seconds East 29.75 feet; thence departing the edge of said sea grass and running South 39 degrees 08 minutes 21 seconds East 127.11 feet to a point on the Westerly edge of a field of sea grass as located on August 18, 1999; thence on the following twenty nine (29) courses along the Westerly edge of said sea grass: (1) South 13 degrees 10 minutes 40 seconds East 55.72 feet; (2) South 21 degrees 29 minutes 41 seconds East 27.40 feet; (3) South 31 degrees 39 minutes 53 seconds East 20.36 feet; (4) South 40 degrees 19 minutes 59 seconds East 20.36 feet; (5) South 40 degrees 27 minutes 08 seconds East 167.80 feet; (6) South 35 degrees 01 minute 10 seconds East 29.16 feet; (7) South 25 degrees 49 minutes 52 seconds East 33.86 feet; (8) South 20 degrees 41 minutes 52 seconds East 45.89 feet; (9) South 16 degrees 48 minutes 48 seconds East 86.21 feet; (10) South 10 degrees 36 minutes 37 seconds East 33.81 feet; (11) South 01 degree 54 minutes 11 seconds West 30.84 feet; (12) South 05 degrees 42 minutes 15 seconds East 8.69 feet; (13) South 41 degrees 58 minutes 19 seconds East 14.00 feet; (14) South 53 degrees 14 minutes 44 seconds East 42.35 feet; (15) South 39 degrees 36 minutes 19 seconds East 47.18 feet; (16) South 26 degrees 56 minutes 44 seconds East 16.12 feet; (17) South 05 degrees 21 minutes 20 seconds East 21.88 feet; (18) South 09 degrees 52 minutes 03 seconds West 19.81 feet; (19) South 22 degrees 41 minutes 20 seconds West 33.52 feet; (20) South 37 degrees 43 minutes 36 seconds West 30.88 feet; (21) South 49 degrees 35 minutes 04 seconds West 39.54 feet; (22) South 60 degrees 12 minutes 20 seconds West 34.82 feet; (23) South 66 degrees 25 minutes 55 econds West 40.39 feet; (24) South 66 degrees 14 minutes 46 seconds West 40.52 feet; (25) South 59 degrees 39 minutes 26 seconds West 9.30 feet; (26) South 43 degrees 19 minutes 14 seconds West 9.96 feet; (27) South 24 degrees 53 minutes 40 seconds West 10.58 feet; (28) South 02 degrees 47 minutes 04 seconds West 8.65 feet; (29) South 07 degrees 40 minutes 39 seconds East 11.42 feet; thence departing the Westerly edge of said sea grass and running South 80 degrees 08 minutes 24 seconds West 496.08 feet; thence North 77 degrees 22 minutes 37 seconds West 301.32 feet; thence North 57 degrees 45 minutes 24 seconds West 33.83 feet to a point on the Southerly edge of a paved cart path; thence on the following ten (10) courses along the Southerly and Westerly meandering edge of said paved cart path: (1) North 61 degrees 56 minutes 08 seconds West 57.94 feet; (2) North 74 degrees 04 minutes 52 seconds West 35.18 feet; (3) North 88 degrees 01 minute 47 seconds West 16.00 feet; (4) South 68 degrees 57 minutes 06 seconds West 17.04 feet; (5) South 57 degrees 57 minutes 15 seconds West 26.29 feet; (6) South 46 degrees 36 minutes 46 seconds West 24.37 feet; (7) South 39 degrees 11 minutes 05 seconds West 14.37 feet; (8) South 25 degrees 19 minutes 27 seconds West 16.65 feet; (9) South 18 degrees 25 minutes 05 seconds West 31.27 feet; (10) South 15 degrees 08 minutes 01 second West 104.64 feet; thence departing edge of said paved cart path and running South 14 degrees 19 minutes 47 seconds West 26.04 feet to a point in the center line of a paved cart path; thence on the following four (4) courses along the center line of said paved cart path: (1) North 52 degrees 51 minutes 48 seconds West 54.76 feet; (2) North 41 degrees 06 minutes 23 seconds West 68.91 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 51 degrees 18 minutes 16 seconds and a radius of 169.37 feet; (3) Northwesterly and Westerly along said curve an arc distance of 151.66 feet (said curve being subtended by a chord having a bearing of North 61 degrees 12 minutes 44 seconds West and a length of 146.65 feet; (4) North 85 degrees 50 minutes 02

seconds West 98.70 feat; thence departing the center line of said paved cart path and running North 00 degrees 54 minutes 26 seconds East 31.64 feat; thence North 87 degrees 05 minutes 33 seconds West 181.97 feet to a point on the Easterly edge of a gravel drive, said point being on a non-tangent curve concave to the Southwest, having a central angle of 29 degrees 40 minutes 41 seconds and a radius of 86.05 feet; thence North westerly along said gravel drive and said curve an arc distance of 44.57 feet (said curve being subtended by a chord having a bearing of North 42 degrees 14 minutes 26 seconds West and a length of 44.07 feet; thence North 89 degrees 35 minutes 58 seconds West 15.42 feet to a point on the West line of the Southeast Quarter of said section 1; thence North 00 degrees 24 minutes 02 seconds East along the West line of said Half Section 399.54 feet to the Northwest corner of real estate described in said Instrument 98014148; thence continuing North 00 degrees 24 minutes 02 seconds East along the West line of said Half Section 984.32 feet to the Center of said Section; thence South 83 degrees 17 minutes 05 seconds East 449.48 feet; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line 233.46 feet; thence South 89 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line 233.46 feet; thence South 89 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line of said Half Section;

Together with non-exclusive easements for easements for access, ingress of pedestrian and golf cart traffic and for the unobstructed right to use and practice upon the golf course driving range pursuant to Declaration of Easement by and between LO.I. Limited Partnership, an Indiana limited partnership and Indiana Golf Foundation, an Indiana charitable foundation dated September 28, 1999 and recorded October 7, 1999 as Instrument No. 1999-29196, as amended by that Certain Easement Amendment by and between LO.I. Limited Partnership and Indiana Golf Foundation dated September 18, 2002 and recorded October 25, 2002 as Instrument No. 2002-035824.

Part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian in Needham Township, Johnson County, Indiana, being part of land conveyed to Frances L Wright as described among the records of Johnson County. Indiana in Deed Book 247, page 200 (hereinafter referred to as the Wright property), being more particularly described as follows:

Beginning at the Northeast corner of said Quarter-Quarter Section and running South 00 degrees 24 minutes 02 seconds West along the East line thereof 34.39 feet to the Southwest corner of land conveyed to Indiana Golf Foundation as described among the records of Johnson County, Indiana in Instrument Number 1999-29195; thence departing said East line of said Quarter-Quarter Section and running North 89 degrees 35 minutes 55 seconds West 30.49 feet to the center line of Hurricane Road; thence North 00 degrees 26 minutes 36 seconds East 37.76 feet to a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 1, said point being on the North line of said Wright property; thence South 83 degrees 17 minutes 05 seconds East along the North line of the Southeast Quarter of the Southwest Quarter of Section 1 and the North line of said Wright property 30.65 feet to the Point of Beginning

Part of the Southeast Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, and being part of the land of LO I, an Indiana limited Partnership as recorded among the records of Johnson County, Indiana in Instrument 98014148, being more particularly described as follows:

Commencing at the Northwest Comer of the Northeast Quarter of said Section 1 and running thence South 00 degrees 24 minutes 02 seconds West along the West line of said Northeast Quarter Section 2146.10 feet to the Southwest comer of said Northeast Quarter; thence continuing South 00 degrees 24 minutes 02 seconds West along the West line of the Southeast Quarter of said Section 1383.86 feet to the Southwest comer of the land of Indiana Golf Foundation as recorded among the records of Johnson County, Indiana In Instrument 1999-029195, being the POINT OF BEGINNING; thence departing said West line and running the following four (4) courses along the South line of the Indiana Golf Foundation land: (1) South 89 degrees 35 minutes 58 seconds East 15.42 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 29 degrees 40 minutes 41 seconds and a redius of 86.05 feet; (2) Southeasterly along said curve an arc distance of 44.67 feet said curve being subtended by a chord having a bearing of South 42 degrees 14 minutes 25 seconds East and a length of 44.07 feet; (3) South 87 degrees 05 minutes 33 seconds East 181.97 feet; (4) South 00 degrees 54 minutes 26 seconds West 31.64 feet; thence North 85 degrees 50 minutes 02 seconds West 227.28 feet to a point on the West line of said Southeast Quarter section; thence North 00 degrees 24 minutes 02 seconds East along the West line of said Quarter Section 57.10 feet to the Point of Beginning

EXHIBIT C

TOPOGRAPHICAL SURVEY

TOPOGRAPHICAL SURVEY EAGLES LANDING



A PART OF SECTION 1, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, INDIANA



THIS EXHIBIT IS BASED UPON INFORMATION FROM AN ALTA/ACSM LAND TITLE SURVEY PERFORMED BY SEA GROUP DATED AUGUST 10, 2017, AS PROJECT NUMBER C17-3203 AND CERTIFIED BY JAMES M. FAZEKAS, LS#20600029.

EXISTING UTILITY SIZE AND MATERIAL INFORMATION SHOWN ON THESE PLANS ARE PER THE BEST GRAPHICAL AND VISIBLE INFORMATION AVAILABLE. CONFLICTS MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL SIZING AND MATERIAL INFORMATION PROVIDED. IF ACTUAL CONDITIONS DIFFER FROM THAT INFORMATION SHOWN ON THE PLANS, THE CONTRACTOR SHALL, PRIOR TO THE INSTALLATION OF ANY PROPOSED INFRASTRUCTURE, NOTIFY THE DESIGN ENGINEER IMMEDIATELY.

PREPARED BY:



Transportation & Development Consultants 115 N. 17th AVENUE, BEECH GROVE, IN 46107 (317) 780-1555 DECEMBER 2, 2021



EXHIBIT D

ALTA/ACSM SURVEY





<u>CERTIFICATE OF LAND SURVEY</u>

To: Johnson County Land Title, Inc.; First American Title Insurance Company; This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 7(b)(1), 8, 9, 11 and 13 of Table A thereof. The fieldwork was completed on 8/10/17.

This Land Survey, prepared by SEA Group Land Surveyors, is hereby certified to the following.

Date: September 13, 2017

В

D

Registration Number LS20600029

Land Description

(Parcel 1)

Registered Land Surveyor of the State of Indiana



Commencing at the Northwest Corner of the Northeast Quarter of said Section 1 and running thence South 00 degrees, 24 minutes 02 seconds West along the West line of said Northeast Quarter Section 1462.63 feet to the Southwest corner of real estate described in Deed Book 246, Page 317 recorded among the records of Johnson County, said point being the Point of Beginning; thence North 89 degrees 52 minutes 02 seconds East along the South line of said real estate, 447.00 feet to the Southeast corner thereof, thence South 12 degrees 46 minutes 24 seconds East 271.24 feet to a point on the Easterly edge of a paved cart path; thence on the following fifteen (15) courses along the Easterly edge of said paved cart path: (1) South 21 degrees 23 minutes 07 seconds East 16.11 feet; (2) South 08 degrees 28 minutes 53 seconds East 16.08 feet; (3) South 04 degrees 50 minutes 40 seconds East 24.95 feet; (4) south 06 degrees 19 minutes 37 seconds East 25.72 feet; (5) South 11 degrees 53 minutes 11 seconds East 17.82 feet; (6) South 20 degrees 48 minutes 19 seconds East 18.35 feet; (7) South 24 degrees 14 minutes 50 seconds East 25.50 feet; (8) South 27 degrees 00 minutes 10 seconds East 47.17 feet; (9) South 20 degrees 36 minutes 03 seconds East 12.85 feet; (10) South 14 degrees 54 minutes 29 seconds East 20.59 feet; (11) South 10 degrees 02 minutes 50 seconds East 99.68 feet; (12) South 12 degrees 02 minutes 55 seconds East 21.45 feet; (13) South 07 degrees 44 minutes 40 seconds East 51.09 feet; (14) South 05 degrees 04 minutes 35 seconds East 52.14 feet; (15) South 02 degrees 48 minutes 50 seconds East 54.37 feet; thence departing Easterly edge of said cart path and running South 35 degrees 46 minutes 36 seconds East 39.06 feet to a point on the Westerly edge of a field of sea grass as located on August 18, 1999; thence on the following six (6) courses along the Westerly edge of said sea grass: (1) South 37 degrees 47 minutes 25 seconds East 26.14 feet; (2) South 34 degrees 27 minutes 49 seconds East 33.84 feet; (3) South 44 degrees 00 minutes 24 seconds East 10.81 feet; (4) South 18 degrees 19 minutes 18 seconds East 10.81 feet; (5) South 10 degrees 50 minutes 58 seconds West 13.68 feet; (6) South 43 degrees 30 minutes 25 seconds West 13.68 feet; thence departing the Westerly edge of said sea grass and running South 50 degrees 01 minute 31 seconds East 54.90 feet; thence South 63 degrees 48 minutes 40 seconds East 199.08 feet to a point on the Northerly edge of a field of sea grass as located on August 18, 1999; thence on the following twenty three (23) courses along the meanderings of said sea grass: (1) North 77 degrees 53 minutes 45 seconds East 27.56 feet; (2) North 89 degrees 33 minutes 58 seconds East 35.66 feet; (3) North 81 degrees 52 minutes 01 seconds East 42.34 feet; (4) North 79 degrees 43 minutes 54 seconds East 21.78 feet; (5) South 84 degrees 33 minutes 57 seconds East 21.78 feet; (6) South 66 degrees 36 minutes 18 seconds East 27.99 feet; (7) South 46 degrees 23 minutes 10 seconds East 27.99 feet; (8) South 32 degrees 17 minutes 03 seconds East 115.47 feet; (9) South 19 degrees 39 minutes 40 seconds East 26.68 feet; (10) South 01 degree 33 minutes 48 seconds West 22.58 feet; (11) South 06 degrees 04 minutes 17 seconds West 49.62 feet; (12) South 02 degrees 52 minutes 29 seconds East 41.95 feet; (13) South 20 degrees 09 minutes 05 seconds East 24.86 feet: (14) South 48 degrees 38 minutes 40 seconds East 26.53 feet; (15) South 71 degrees 55 minutes 45 seconds East 12.99 feet; (16) North 76 degrees 45 minutes 21 seconds East 11.65 feet; (17) North 50 degrees 24 minutes 00 seconds East 21.24 feet; (18) North 43 degrees 55 minutes 57 seconds East 34.46 feet; (19) North 53 degrees 48 minutes 14 seconds East 21.78 feet; (20) North 66 degrees 35 minutes 02 seconds East 25.19 feet; (21) North 78 degrees 25 minutes 42 seconds East 18.35 feet; (22) North 88 degrees 44 minutes 37 seconds East19.59 feet; (23) South 85 degrees 25 minutes 51 seconds East 29.75 feet; thence departing the edge of said sea grass and running South 39 degrees 08 minutes 21 seconds East 127.11 feet to a point on the Westerly edge of a field of sea grass as located on August 18, 1999; thence on the following twenty nine (29) courses along the Westerly edge of said sea grass: (1) South 13 degrees 10 minutes 40 seconds East 55.72 feet; (2) South 21 degrees 29 minutes 41 seconds East 27.40 feet; (3) South 31 degrees 39 minutes 53 seconds East 20.36 feet; (4) South 40 degrees 19 minutes 59 seconds East 20.36 feet; (5) South 40 degrees 27 minutes 08 seconds East 167.80 feet; (6) South 35 degrees 01 minute 10 seconds East 29.16 feet; (7) South 25 degrees 49 minutes 52 seconds East 33.86 feet; (8) South 20 degrees 41 minutes 52 seconds East 45.89 feet; (9) South 16 degrees 48 minutes 48 seconds East 86.21 feet; (10) South 10 degrees 36 minutes 37 seconds East 33.81 feet; (11) South 01 degree 54 minutes 11 seconds West 30.84 feet; (12) South 05 degrees 42 minutes 15 seconds East 8.69 feet; (13) South 41 degrees 58 minutes 19 seconds East 14.00 feet; (14) South 53 degrees 14 minutes 44 seconds East 42.35 feet; (15) South 39 degrees 36 minutes 19 seconds East 47.18 feet; (16) South 26 degrees 56 minutes 44 seconds East 16.12 feet; (17) South 05 degrees 21 minutes 20 seconds East 21.88 feet; (18) South 09 degrees 52 minutes 03 seconds West 19.81 feet; (19) South 22 degrees 41 minutes 20 seconds West 33.52 feet; (20) South 37 degrees 43 minutes 36 seconds West 30.88 feet; (21) South 49 degrees 35 minutes 04 seconds West 39.54 feet; (22) South 60 degrees 12 minutes 20 seconds West 34.82 feet; (23) South 66 degrees 25 minutes 55 seconds West 40.39 feet; (24) South 66 degrees 14 minutes 46 seconds West 40.52 feet; (25) South 59 degrees 39 minutes 26 seconds West 9.30 feet; (26) South 43 degrees 19 minutes 14 seconds West 9.96 feet; (27) South 24 degrees 53 minutes 40 seconds West 10.58 feet; (28) South 02 degrees 47 minutes 04 seconds West 8.65 feet; (29) South 07 degrees 40 minutes 39 seconds East 11.42 feet; thence departing the Westerly edge of said sea grass and running South 80 degrees 08 minutes 24 seconds West 496.08 feet; thence North 77 degrees 22 minutes 37 seconds West 301.32 feet; thence North 57 degrees 45 minutes 24 seconds West 33.83 feet to a point on the Southerly edge of a paved cart path; thence on the following ten (10) courses along the Southerly and Westerly meandering edge of said paved cart path: (1) North 61 degrees 56 minutes 08 seconds West 57.94 feet; (2) North 74 degrees 04 minutes 52 seconds West 35.18 feet; (3) North 88 degrees 01 minute 47 seconds West 16.00 feet; (4) South 68 degrees 57 minutes 06 seconds West 17.04 feet; (5) South 57 degrees 57 minutes 15 seconds West 26.29 feet; (6) South 46 degrees 36 minutes 46 seconds West 24.37 feet; (7) South 39 degrees 11 minutes 05 seconds West 14.37 feet; (8) South 25 degrees 19 minutes 27 seconds West 16.65 feet; (9) South 18 degrees 25 minutes 05 seconds West 31.27 feet; (10) South 15 degrees 08 minutes 01 second West 104.64 feet; thence departing edge of said paved cart path and running South 14 degrees 19 minutes 47 seconds West 26.04 feet to a point in the center line of a paved cart path; thence on the following four (4) courses along the center line of said paved cart path: (1) North 52 degrees 51 minutes 48 seconds West 54.76 feet; (2) North 41 degrees 06 minutes 23 seconds West 68.91 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 51 degrees 18 minutes 16 seconds and a radius of 169.37 feet; (3) Northwesterly and Westerly along said curve an arc distance of 151.66 feet (said curve being subtended by a chord having a bearing of North 61 degrees 12 minutes 44 seconds West and a length of 146.65 feet; (4) North 85 degrees 50 minutes 02 seconds West 98.70 feet; thence departing the center line of said paved cart path and running North 00 degrees 54 minutes 26 seconds East 31.64 feet; thence North 87 degrees 05 minutes 33 seconds West 181.97 feet to a point on the Easterly edge of a gravel drive, said point being on a non-tangent curve concave to the Southwest, having a central angle of 29 degrees 40 minutes 41 seconds and a radius of 86.05 feet; thence Northwesterly along said gravel drive and said curve an arc distance of 44.57 feet (said curve being subtended by a chord having a bearing of North 42 degrees 14 minutes 25 seconds West and a length of 44.07 feet; thence North 89 degrees 35 minutes 58 seconds West 15.42 feet to a point on the West line of the Southeast Quarter of said section 1; thence North 00 degrees 24 minutes 02 seconds East along the West line of said Half Section 399.54 feet to the Northwest corner of real estate described in said Instrument 98014148; thence continuing North 00 degrees 24 minutes 02 seconds East along the West line of said Half Section 984.32 feet to the Center of said Section; thence South 83 degrees 17 minutes 05 seconds East 449.48 feet; thence North 00 degrees 24 minutes 02 seconds East parallel to said West line 233.46 feet; thence South 89 degrees 24 minutes 02 seconds West 446.82 feet to the West line of said Half Section; thence North 00 degrees 24 minutes 02 seconds East along said West line 507.25 feet to the Point of Beginning, containing 51.071 acres, more or less, subject to rights—of—way, easements, and restrictions.

Together with non-exclusive easements for easements for access, ingress of pedestrian and golf cart traffic and for the unobstructed right to use and practice upon the golf course driving range pursuant to Declaration of Easement by and between L.O.I. Limited Partnership, an Indiana limited partnership and Indiana Golf Foundation, an Indiana charitable foundation dated September 28,1999 and recorded October 7, 1999 as Instrument No. 1999-29196, as amended by that Certain Easement Amendment by and between L.O.I. Limited Partnership, an Indiana limited partnership and Indiana Golf Foundation, an Indiana charitable foundation dated September 18,2002 and recorded October 25, 2002 as Instrument No. 2002-035824.

(Parcel 2) AND ALSO:

Part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian in Needham Township, Johnson County, Indiana, being part of land conveyed to Frances I. Wright as described among the records of Johnson County, Indiana in Deed Book 247, page 200 (hereinafter referred to as the Wright property), being more particularly described as follows:

Beginning at the Northeast corner of said Quarter-Quarter Section and running South 00 degrees 24 minutes 02 seconds West along the East line thereof 34.39 feet to the Southwest corner of land conveyed to Indiana Golf Foundation as described among the records of Johnson County, Indiana in Instrument Number 1999-29195; thence departing said East line of said Quarter-Quarter Section and running North 89 degrees 35 minutes 55 seconds West 30.49 feet to the center line of Hurricane Road; thence North 00 degrees 26 minutes 36 seconds East 37.76 feet to a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 1, said point being on the North line of said Wright property; thence South 83 degrees 17 minutes 05 seconds East along the North line of the Southeast Quarter of the Southwest Quarter of Section 1 and the North line of said Wright property 30.65 feet to the Point of Beginning, containing 0.025 acres, more or less, subject to easements, rights-of-way, and restrictions.

(Parcel 3) AND ALSO:

Part of the Southeast Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, and being part of the land of L 0 L, an Indiana limited Partnership as recorded among the records of Johnson County, Indiana in Instrument 98014148, being more particularly described as

Commencing at the Northwest Corner of the Northeast Quarter of said Section 1 and running thence South 00 degrees 24 minutes 02 seconds West along the West line of said Northeast Quarter Section 2146.10 feet to the Southwest corner of said Northeast Quarter; thence continuing South 00 degrees 24 minutes 02 seconds West along the West line of the Southeast Quarter of said Section 1383.86 feet to the Southwest corner of the land of Indiana Golf Foundation as recorded among the records of Johnson County, Indiana in Instrument 1999-029195, being the POINT OF BEGINNING; thence departing said West line and running the following four (4) courses along the South line of the Indiana Golf Foundation land: (1) South 89 degrees 35 minutes 58 seconds East 15.42 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 29 degrees 40 minutes 41 seconds and a radius of 86.05 feet; (2) Southeasterly along said curve an arc distance of 44.57 feet said curve being subtended by a chord having a bearing of South 42 degrees 14 minutes 25 seconds East and a length of 44.07 feet; (3) South 87 degrees 05 minutes 33 seconds East 181.97 feet; (4) South 00 degrees 54 minutes 26 seconds West 31.64 feet; thence North 85 degrees 50 minutes 02 seconds West 227.28 feet to a point on the West line of said Southeast Quarter section; thence North 00 degrees 24 minutes 02 seconds East along the West line of said Quarter Section 57.10 feet to the Point of Beginning. containing 01.75 acres, more or less, subject to rights-of-way, easements, and restrictions.

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ALTA / NSPS LAND TITLE SURVEY 2625 Hurricane Road Franklin, IN

Part of the East half of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, and being part of the land of L.O.L., and Indiana limited Partnership as recorded among the records of Johnson County, Indiana in Deed Book 261, page 113 and also being a part of the land of L.O.L., Limited Partnership as recorded among the records of Johnson County, Indiana in Instrument 98014148, being more particularly described as follows:

Land Surveyor's Report In direct accordance with the laws governing the State of Indiana, of the United States of America, and following Title 865 State Board of Registration for Lan Article 1, General Provisions, Rule 12, Land Surveying: Competent Practice, of the Indiana Administrative Code (IAC), the following beliefs, opinions, observations, and information are hereby submitted for record. The degree of precision and accuracy necessary for a survey shall be based upon the intended use of the re the client does not provide information regarding the intended use, the classification of the survey shall be based on the current use of the real estate. The premises shown hereon are classified as an Urban Survey, having an acceptable relative positional accuracy of 0.07 feet plus 50 parts per million.

The purpose of this project was to perform and prepare a Retracement Survey on the real estate that has been described hereon, under direction and instruct

Relative positional accuracy (RPA) means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the any point on a survey relative to any other point on the same survey at the ninety-five percent (95%) confidence level. There may be unwritten rights associated these uncertainties. The amount of uncertainty created by any discrepancies in the lines of occupation is equal to that discrepancy itself and in situations wh uncertainty is less than that of the appropriate RPA, it may have been considered negligible and gone unnoted. Unless otherwise noted or shown on the withir there is no evidence of occupation along the perimeter lines of the subject real estate.

This plat of survey accurately shows the location of all visible improvements, unless noted otherwise, on the premises as of the date of last field work for this Also shown are all lines of occupation and their relationship to the established lines of the subject real estate. A more accurate explanation of these relation how they were determined is described within this report. Unless otherwise illustrated hereon, there is no evidence of occupation along the exterior perimeter of real estate.

This plat of survey accurately shows the position of easements, highways, rights of way, restrictions, covenants or other encumbrances of which the Surveyor of. Land Surveyor's within the State of Indiana are not qualified to perform the extensive searches needed to acquire all of those documents or agreements, upon a Title Company, the client, the client's attorney, or the land owner to provide such information. Observable evidence of these burdens are shown hereon lines or associated improvements, drains, swales, roadways, driveways, paths, etcetera.

Land Survey Markers, or monuments, were either set or found at all corners of the subject real estate, as shown and noted hereon. In situations where the inaccessible or it would not be reasonable to set a monument at a corner, due to terrain or other hindrances, offset monuments may have been set instead, have been annotated hereon as well.

There may be differences of deed (D) dimensions versus measured (M) dimensions along the established lines of the subject real estate and likewise, there may survey markers near, but not precisely at, some established corners. In cases where the extent of these differences are less than the stated RPA, and less t uncertainty recognized with regard to any reference monuments used for this project, those differences may be considered insignificant and have been shown o purposes of mathematical closure. Conversely, any differences that may exceed the stated RPA and other uncertainties are considered significant and have bee further below.

The Theory of Location applied for this project is as follows.

The basis of bearings for this project is the west line of said Northeast Quarter Section, bearing South 00 degrees 24 minutes 02 seconds West, per deed. It is this Land Surveyor's professional opinion that the cause and the amount of uncertainty in these lines and corners is due to the following:

(A) Availability and condition of reference monuments Monuments found in said Section 1: said Northeast Quarter — NW Corner (Johnson County Mag Nail found); NE Corner (Railroad Spike found); SW Corner

Southeast Quarter - SE Corner (Railroad Spike found); SW Corner (Established by monuments found within the record plats of Heritage Sub., Sec. 3 and Sec. -West Sub., Sec. 1); SW Corner of North Half (Rebar found 14" down). These monuments were used to control this survey. Additional monuments were found at or near the established corners for the subject real estate and its adjoiners and any variances have been annotate

The amount of uncertainty created by the controlling monuments and any other monuments shown hereon is equal to 0.4.

- (B) Occupation or possession lines
- A fence along the north line of the subject parcel (at northwest corner) was found to be as much as 4.0' north.
- \cdot The amount of uncertainty created by these discrepancies is equal to 4.0'.
- (C) Clarity or ambiguity of the record description used and of adjoiner's descriptions and the relationship of the lines of the subject tract with adjoiner's lin A deed gap along a north line of the subject parcel (the 449.48' course) and the south line of Inst.#2008-009535 was found to be as much as 15.4'. A deed gap along a west line of the subject parcel (the 233.46' course) and the east line of INst.#2008-009535 was found to be as much as 1.2'. The leadin course for the subject parcel was held to the south line of D.B. 246, Pg. 317, having a varience of 6.1' from the deed distance.
- The west line of the subject parcel (the 984.32' course) was held to the northwest corner of the Southeast Quarter of said Section 1. The amount of uncertainty created by the record descriptions for the premises is 6.1'.
- (D) The relative positional accuracy of the measureme This survey meets or exceeds the requirements set forth by the State of Indiana.

Land Surveyor's Notes

Any underground utilities depicted on the attached plat of survey have been located per visual observations or utility markings on the ground. No warranty, either or implied, is made as to the accuracy and/or completeness of information presented on underground utilities, or as to its fitness for any particular purpose of event will SEA Group, its employees, agents, and/or assigns, be held liable for any damages arising out of the furnishing and/or use of such information. The utility lines shown on said plat of survey should be considered approximate until they are either relocated, by calling the Indiana Underground Plant Protection A 1-800-382-5544 or until they are excavated to verify the location and path of the utility lines.

No warranty, either expressed or implied, is made as to the accuracy and/or completeness of information provided by governmental authorities and/or third par to its fitness for any particular purpose or use, including but not limited to information presented on zoning, setback requirements, flood hazard zones and wetl area(s). In no event will SEA Group, its employees, agents, and/or assigns, be liable for any damages arising out of the furnishing and/or use of such informat

Any depiction of possible intrusion, trespass, invasion, and/or possible encroachment into the possessions or rights of another is not a matter of survey. An a and/or title company should be consulted in all matters with respect to any rights of possession(s) and matters of title.

Along any line where a deed gap or overlap or inconsistency in line of occupation occurs, unwritten rights may be available to the subject and/or the adjoining

Flood Information Note Flood status information was obtained using Flood Insurance Rate Maps (FIRM) provided by the United States Department of Homeland Security, Federal Emergen Management Agency (FEMA), on their website, located at http://msc.fema.gov/.

The Subject Real Estate described hereon was mathematically calculated and scaled on the FIRM Maps of Johnson County, Indiana, Map Number 18081C0143D & 18081C0144D dated 08/02/07, and a portion of the subject parcel is located within Special Flood Hazard Zone AE (as shown hereon).

The accuracy of any flood hazard data shown on this Land Survey is subject to map scale uncertainty and to any other uncertainty in location or elevation on referenced Flood Insurance Rate Map. This certification is restricted to a review of the FIRM noted above and shall not be construed as a confirmation or denia potential.

<u>Title Insurance Company Commitment Note</u>

Evidence of source of title for the subject tract was provided by Johnson County Land Title, Inc., having a Title Commitment Number of 17-70824 and is dated July 17, 2017. Some certain survey-related "Exceptions" exist that were disclosed in Schedule B of said title commitment, and have been depicted on the surv being identified by their recording data. Should any additional items need to be depicted on the survey, please notify us and provide the appropriate document

Survey related "Exceptions" with regard to the Subject Real Estate:

- #8. D.R. 137, Pg. 137 The exact location of the easement described in the document could not be determined (no specific dimensions given).
- #9. D.R. 138, Pg. 443 Shown hereon. #11. D.R. 262, Pg. 711 - The exact location of the easement described in the document could not be determined (no specific dimensions given).
- #12. D.R. 265, Pg. 329 The exact location of the easement described in the document could not be determined (no specific dimensions given). #13. D.R. 269, Pg. 562 — The exact location of the easement described in the document could not be determined (no specific dimensions given).
- #14. Inst.#96025129 Shown hereon.
- #15. Inst.#2003006533 The easement areas described in the document do not touch or adjoin the subject parcel (they are in Section 12). #16. Inst.#2001-002252 - Shown hereon.
- #17. Inst.#2002-035823 Shown hereon.
- #18. Inst.#1999-029196 & #2002-035824 Shown hereon. #19. Inst.#2002-035825 - Shown hereon.

Current ownership for the Subject and Adjoining real estates are shown per County Assessor records, and the documents listed hereon can be obtained from t Recorder's Office.

	13	14	15			
				Land Survey Constru 494 Gradle Drive Phone: 317.844.33	Group ors Civil Design ction Layout Carmel, Indiana 46032 33 Fax: 317.844.3383 m info@seagroupllc.com	
and Surveyors, ns, conclusions, e real estate. If					rricane Road nklin, IN	
ne surveyed uctions from the				PROJECT LOC	ATED IN:	
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r was informed s, and they rely eon as utility				PREPARED FOR:		
e corner is d, and those				Indiana Golf Foundation PO Box 516 Franklin, IN 46131		
nay be found s than the n only for the been discussed				REV. # DATE RE	/. DESC.	
mer (xxxx): said c. 4, Legends						
ated hereon.				DRAWI	NG LEGEND – EXISTING METAL-TYPE FENCE – EXISTING WOOD-TYPE FENCE	
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on the denial of flooding				<u>E.</u>	<u>CR 300 N.</u>	
ated effective survey, each ents.				Hurricane Rd.	E. CR 200 N.	
n the County				Approved By: Drawn By: Date of Last Field Date Plotted:	9/13/17	
				Reference Project Nu		
					-3203	

EXHIBIT E

CONCEPT PLAN

CONCEPT PUD PLAN EAGLES LANDING



A PART OF SECTION 1, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, INDIANA

EXISTING LEGEND
CONTOURS PROPERTY LINE PROPERTY LINE RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY R
PROPOSED LEGEND
PROPERTY LINE RIGHT-OF-WAY CENTERLINE LOT LINE SETBACK LINE WATER EDGE

TREE PRESERVATION NOTE

ALL EXISTING, HEALTHY, MATURE TREES LOCATED WITHIN ANY COMMON AREA THAT CAN BE PRESERVED BY THE PROJECT SHALL BE PRESERVED.

Line #	D' I'	I			Table
L1	Direction	Length	Line #	ine # Direction	
	S21°23'07"E	16.11'	L51	S40'19'59"E	20.36'
L2	S08°28'53"E	16.08'	L52	S40°27'08"E	167.80'
L3	S04*50'40"E	24.95'	L53	S35°01'10"E	29.16'
L4	S06 ° 19'37"E	25.72'	L54	S25°49'52"E	33.86'
L5	S11°53'11"E	17.82'	L55	S20°41'52"E	45.89'
L6	S20'48'19"E	18.35'	L56	S16°48'48"E	86.21'
L7	S24'14'50"E	25.50'	L57	S10°36'37"E	33.81'
L8	S27'00'10"E	47.17'	L58	S01°54'11"W	30.84'
L9	S20°36'03"E	12.85'	L59	S05°42'15"E	8.69'
L10	S14°54'29"E	20.59'	L60	S41°58'19"E	14.00'
L10	S10°02'50"E	99.68'	L61	S53"14'44"E	42.35'
L12	S12°02'55"E	21.45'	L62	S39°36'19"E	47.18'
L12	S07°44'40"E	51.09'	L63	S26'56'44"E	16.12'
L13	S05°04'35"E	52.14'	L64	S05°21'20"E	
L14 L15	S02°48'50"E	54.37'	L64	S09*52'03"W	21.88' 19.81'
L15	S02 48 50 E S35°46'36"E	39.06'	L65	S22°41'20"W	33.52'
L16 L17		26.14'			
L17 L18	S37°47'25"E S34°27'49"E	26.14 33.84'	L67 L68	S37°43'36"W S49°35'04"W	30.88'
					39.54'
L19	S44°00'24"E	10.81'	L69	S60'12'20"W	34.82'
L20	S18'19'18"E	10.81'	L70	S66°25'55"W	40.39'
L21	S10°50'58"W	13.68'	L71	S66*14'46"W	40.52'
L22	S43*30'25"W	13.68'	L72	S59*39'26"W	9.30'
L23	S50°01'31"E	54.90'	L73	S43°19'14"W	9.96'
L24	N77°53'45"E	27.56'	L74	S24*53'40"W	10.58'
L25	N89°33'58"E	35.66'	L75	S02*47'04"W	8.65'
L26	N81°52'01"E	42.34'	L76	S07°40'39"E	11.42'
L27	N79°43'54"E	21.78'	L77	N57°45'24"W	33.83'
L28	S84°33'57"E	21.78'	L78	N61*56'08"W	57.94'
L29	S66•36'18"E	27.99'	L79	N74°04'52"W	35.18'
L30	S46°23'10"E	27.99'	L80	N88°01'47"W	16.00'
L31	S32 1 7'03"E	115.47'	L81	S68*57'06"W	17.04'
L32	S19°39'40"E	26.68'	L82	S57°57'15"W	26.29'
L33	S01°33'48"W	22.58'	L83	S46°36'46"W	24.37'
L34	S06°04'17"W	49.62'	L84	S39"11'05"W	14.37'
L35	S02*52'29"E	41.95'	L85	S25*19'27"W	16.65'
L36	S20°09'05"E	24.86'	L86	S18°25'05"W	31.27'
L37	S48°38'40"E	26.53'	L87	S15°08'01"W	104.64'
L38	S71 ° 55'45"E	12.99'	L88	S14°19'47"W	26.04'
L39	N76°45'21"E	11.65'	L89	N52°51'48"W	54.76'
L40	N50°24'00"E	21.24'	L90	N41°06'23"W	68.91'
L41	N43 ° 55'57"E	34.46'	L91	N85*50'02"W	98.70'
L42	N53 ° 48'14"E	21.78'	L92	N00 ° 54'26"E	31.64'
L43	N66°35'02"E	25.19'	L93	N87°05'33"W	181.97'
L44	N78°25'42"E	18.35'	L94	N89°35'58"W	15.42'
L45	N88°44'37"E	19.59'	L95	S83"17'05"E	30.65'
L46	S85°25'51"E	29.75 '	L96	S00°24'02"W	34.39'
L47	S39 ° 08'21"E	127.11'	L97	N89°35'55"W	30.49'
L48	S13"10'40"E	55.72'	L98	N00°26'36"E	37.76'
L49	S21°29'41"E	27.40'	L99	N85*50'02"W	227.28'
	S31°39'53"E	20.36'	L100	N00°24'02"E	57.09'

Boundary Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	151.66'	169.37'	N61 ° 12'44"W	146.64'
C2	44.57 '	86.05 '	N42 ' 14'25"W	44.07'

EAGLES LANDII DEVELOPMEN DATA SUMMAF	T		
PROPOSED ZONING: PUD TOTAL NUMBER OF LOTS: TOTAL DEVELOPMENT AREA: TOTAL DEVELOPMENT AREA w/o R/W: TOTAL COMMON AREA: TOTAL LENGTH OF PUBLIC STREETS:	94 51.267 AC. 44.009 AC. 13.518 AC. 4930 LFT		
ZONING OF ADJACENT PROPERT NORTH = PUD SOUTH = PUD EAST = PUD WEST = R-2,A	IES:		
DEVELOPMENT DATA CALEDONIA PARK			
FRONT YARD SETBACK (FYS): SIDE YARD SETBACK (SYS): REAR YARD SETBACK (RYS): LOT WIDTH AT FYS (MIN.): MINIMUM LOT SIZE:	25' 5' 20' 50' 6,000 SFT		
DEVELOPMENT D LEGENDARY RID			
FRONT YARD SETBACK (FYS): SIDE YARD SETBACK (SYS): REAR YARD SETBACK (RYS): LOT WIDTH AT FYS (MIN.): MINIMUM LOT SIZE:	30' 7.5' 20' 80' 10,000 SFT		
DEVELOPMENT D ROCK RIDGE MA)ATA NOR		
FRONT YARD SETBACK (FYS): SIDE YARD SETBACK (SYS): REAR YARD SETBACK (RYS): LOT WIDTH AT FYS (MIN.): MINIMUM LOT SIZE:	30' 10' 25' 90' 17,000 SFT		
DEVELOPMENT D JK MANOR HOU			
FRONT YARD SETBACK (FYS): SIDE YARD SETBACK (SYS): REAR YARD SETBACK (RYS): LOT WIDTH AT FYS (MIN.): MINIMUM LOT SIZE:	20' 5' 10' 80' 15,000 SFT		



EXHIBIT F

OPEN SPACE EXHIBIT

OPEN SPACE EXHIBIT EAGLES LANDING



A PART OF SECTION 1, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, INDIANA

EXISTING LEGEND
CONTOURS PROPERTY LINE PROPERTY LINE RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY RIGHTOF-RIGHTON RIGHTOF-RIGHTOF-RIGHTON RIGHTOF-RIGHTOF-RIGHTON RIGHTOF-RIGHTOF-RIG
PROPOSED LEGEND
PROPERTY LINE RIGHT-OF-WAY CENTERLINE LOT LINE LOT LINE SETBACK LINE WATER EDGE

TREE PRESERVATION NOTE

ALL EXISTING, HEALTHY, MATURE TREES LOCATED WITHIN ANY COMMON AREA THAT CAN BE PRESERVED BY THE PROJECT SHALL BE PRESERVED.

TOTAL ACREAGE
COMMON AREA ACREAGE= 51.267 Acres
= 13.518 AcresPERCTAGE COMMON AREA= 26.4%





Transportation & Development Consultants 115 N. 17th AVENUE, BEECH GROVE, IN 46107 (317) 780-1555 DECEMBER 2, 2021

EXHIBIT G

CONCEPTUAL LANDSCAPE PLAN

CONCEPTUAL PUD LANDSCAPING PLAN EAGLES LANDING



A PART OF SECTION 1, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, INDIANA

EXISTING LEGEND
CONTOURS PROPERTY LINE PROPERTY LINE RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY CONTOURS RIGHT-OF-WAY RIGHT-OF-TFOODPLAIN SHADED ZONE 'AE' RIGHTOH RIGHT RIGHT-OF-RIGHT RIGHT RIGHT-OF-RIGHT RIGHT-FINITIN RIGHT-FINITIN RIGHT-FINITIN RIGHT-FINITININ RIGHT-FINITINI RIGHT-FINITIN RIGHT-FINITIN-RIGHT
PROPOSED LEGEND
PROPERTY LINE RIGHT-OF-WAY CENTERLINE LOT LINE SETBACK LINE

TREE PRESERVATION NOTE

ALL EXISTING, HEALTHY, MATURE TREES LOCATED WITHIN ANY COMMON AREA THAT CAN BE PRESERVED BY THE PROJECT SHALL BE PRESERVED.

AT A MINIMUM, ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN ZONING ORDINANCE ARTICLE 7.16 & 7.17 AND THE CITY OF FRANKLIN SUBDIVISION CONTROL ORDINANCE ARTICLE 6.15. SEE EAGLES LANDING PUD DOCUMENT FOR

ADDITIONAL LANDSCAPING CONCEPTS.

PREPARED BY:



Transportation & Development Consultants 115 N. 17th AVENUE, BEECH GROVE, IN 46107 (317) 780-1555 DECEMBER 2, 2021

EXHIBIT H

RESIDENTIAL ARCHITECTURE & LANDSCAPING SAMPLES & PHOTOS OF EXISTING 25,000 sq ft. BUILDING

RESIDENTIAL ARCHITECTURE



Sample of local custom home with brick and high-quality vinyl siding representing types of building material for Caledonia Park This home also represents type of home that would be acceptable in Legendary Ridge and Rock Ridge Manor.



Sample of local custom home with brick and high-quality vinyl siding representing types of building material for Caledonia Park. This home also represents type of home that would be acceptable in Legendary Ridge and Rock Ridge Manor.



Sample of local custom home with brick and high-quality vinyl siding representing types of building material for Caledonia Park. This home also represents type of home that would be acceptable in Legendary Ridge and Rock Ridge Manor.





Sample of local custom home with brick and high-quality vinyl siding representing two types of building material for Caledonia Park.





Sample of local custom home with brick, stone and wood siding representing types of building material approved for Caledonia Park ,Legendary Ridge and Rock Ridge Estates.



Sample of local custom home with brick, stone and vinyl siding representing types of Material for Caledonia Park. This home also represents type of home that would be acceptable in Legendary Ridge and Rock Ridge Manor



Sample Elevation #1. Reflecting similar size, style, landscaping and blending of colors and materials that are under development for Caledonia Park at Eagles Landing.



Sample Elevation #2. Reflecting similar size, style, landscaping and blending of colors and materials that are under development for Caledonia Park at Eagles Landing.



Sample Elevation #3. Reflecting similar size, style, landscaping and blending of colors and materials that are under development for Caledonia Park at Eagles Landing.



Two examples of Cornett metal roofing, examples of a very high-end, local quality product proposed for Caledonia Park at Eagles Landing. This roof cost up to 175% more than a shingle roof. It is being considered because of the potential 50-year life cycle of the roof compared with 20 to 25 for most high-end shingle products.



Floor plan Example for Caledonia Park 1553 sq. ft., 2 car garage

LANDSCAPING SAMPLES





Two samples of entrance materials and sign materials being considered. Working with Designscape on ideas.



Sample from Designscape showing how landscape mounds could be done with trees and plantings.



Sample from Designscape showing water feature and use of stone



Designscape sample entrance design



Sample from Designscape of water feature showing use of stone and plantings.


Sample landscape wall by Designscape



Sample entrance sign by Designscape

PHOTOS OF EXISTING 25,000 sq. ft. BUILDING



• Pictures of the existing 25,000 Square Foot building located at 2625 Hurricane Road. This building was built by Indiana Golf Foundation for use as a golf academy with living quarters and dinning facility with a full commercial kitchen, corporation offices, museum display area and public meeting space, all of which are allowed uses in the current P.U.D.

• The developers are seeking approval of a new Planed Unit Development document that would place this building on a 3.5 acre track to be know as The J. K. Manor House at Eagles Landing. The request is to allow uses that the developer believes are similar to the original uses and defines some of those uses to be reviewed with the Franklin Planning Commission .















EXHIBIT I

WRITTEN COVENANTS FOR SUBDIVISIONS COMPRISING EAGLES LANDING PUD

I.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALEDONIA PARK AT EAGLES LANDING SUBDIVISION

DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS

FOR

Caledonia Park at Eagles Landing

A Subdivision located in Johnson County, Indiana

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CALEDONIA PARK AT EAGLES LANDING

This Declaration of Covenants, Conditions and Restrictions for Caledonia Park at Eagles Landing (the "<u>Declaration</u>") is made, dated, and effective as of the _____ day of _____, 2022 (the "<u>Effective</u>

Date"), by The Estates at Franklin LLC, an Indiana limited liability company ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Johnson County, Indiana, which is more particularly described in <u>Exhibit "A"</u> (hereafter the "<u>Real Estate</u>") attached hereto and by this reference made a part hereof, upon which Declarant intends to develop a residential subdivision to be comprised of residential homes (the "Caledonia Park Subdivision").

WHEREAS, Declarant desires to and will subdivide and develop the Real Estate in the Caledonia Park Subdivision by creating those certain individual Lots, as hereinafter defined, as generally denoted and set forth on Exhibit B attached hereto and incorporated herein by this reference, all as hereinafter provided and set forth.

WHEREAS, the term "<u>Property</u>" shall hereafter mean and refer to the Real Estate which is being developed into the Caledonia Park Subdivision.

WHEREAS, the Caledonia Park Subdivision is a part of a Planned Unit Development known as Eagles Landing PUD.

WHEREAS, before subdividing the Real Estate, Declarant desires to subject the Real Estate to certain covenants, conditions, and restrictions for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each Owner of any part thereof.

WHEREAS, Declarant further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the Common Areas and certain other areas of the Property and of administering and enforcing the covenants, conditions, and restrictions contained in this Declaration and the subdivision Plats of the Property as hereafter recorded in the office of the Recorder of Johnson County, Indiana and of collecting and disbursing Assessments and charges as herein provided.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article 2 below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and/or improved, are subject to the following covenants, conditions, and restrictions (the "<u>Restrictions</u>"), all of which are declared to be in furtherance of a plan providing for the improvement and sale of the Property and of each Lot 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 of each of the Lots situated therein. The Restrictions 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 respective heirs, successors, and assigns and all other persons entitled to the use and enjoyment of the Property or any

part or parts thereof.

As of the Effective Date, the Property consists solely of the Real Estate. The Owner or occupant of any Lots 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 or a subsequent Owner of such Lot or (ii) the occupancy of any Lot, shall accept such deed, execute such contract and/or occupy such Lot subject to each Restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or occupation of such Lot, each Owner or occupant acknowledges the rights and powers of Declarant and of the Association with respect to these Restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees to keep, observe and comply with the terms and conditions hereof.

ARTICLE 1

Name

The subdivision of the Property created by this Declaration and including but not limited to the creation of the Lots, shall be known and designated as Caledonia Park at Eagles Landing (hereinafter "<u>Caledonia Park Subdivision</u>").

ARTICLE 2

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

<u>Section 2.1</u> "Act" means the Indiana Non-Profit Corporation Act.

Section 2.2 "Applicable Date" means the date when the Declarant has sold and no longer owns any Lots.

<u>Section 2.3</u> "Architectural Committee" means the architectural review body established by this Declaration pursuant to Article 6 of this Declaration and all other references thereto in this Declaration.

<u>Section 2.4</u> "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

<u>Section 2.5</u> "Association" means Caledonia Park at Eagles Landing Lot Owners Association Inc., an Indiana non-profit corporation, its successors and assigns.

Section 2.6 "Board of Directors" means the Board of Directors of the Association.

<u>Section 2.7</u> "Builder" means any person or entity engaged in and responsible for the original construction of a residence on a Lot (as hereinafter defined), and its successors and assigns, and including but not necessarily limited to _______, an Indiana limited liability company.

<u>Section 2.8</u> "By-Laws" mean the Code of By-Laws of Caledonia Park at Eagles Landing Lot Owners Association Inc providing for the administration and management of the Association as required by and in conformity with the provisions of the Act and this Declaration. A true copy of the By-Laws is attached to this Declaration as "Exhibit C" and incorporated herein by reference.

<u>Section 2.9</u> "Common Area" means and includes: (1) those portions of the Property, including improvements thereto, together with all other facilities, structures, buildings, improvements, and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time, (2) any Lake Area as defined below, (3) Eagles Landing Master Owners Association Inc Common Areas, as defined and set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Eagles Landing Master Owners Association Inc, (4) such other items (if any) deemed Common Area for maintenance purposes by the Association, and (5) all portions of the Property shown on any Plat of the Real Estate or Property as a "Common Area". Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", as "Common Area", or as "C.A".

<u>Section 2.10</u> "Common Expenses" shall mean and refer to (1) expenses of administration of the Association; (2) expenses for the upkeep, maintenance, repair, and replacement of all Common Area, together with all expenses associated with the performance of the responsibilities and duties of the Association, including without limitation expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located on or in any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements or on a Landscape Easement to the extent the Association deems it necessary to maintain such easement; (3) expenses associated with the maintenance, repair or continuation of the drainage, storm sewer, and sanitary sewer facilities located within and upon the Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements; (4) all expenses incurred to procure liability, hazard and any other insurance provided for herein; (5) all sums lawfully assessed against the Owners by the Association; and (5) all such other sums, costs, and expenses declared by this Declaration or by the Association to be Common Expenses.

<u>Section 2.11</u> "Declarant" means The Estates at Franklin LLC, an Indiana limited liability company, and its heirs, successors, and assigns.

<u>Section 2.12</u> "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot (as hereinafter defined) or any other portion of the Property.

<u>Section 2.13</u> "Dwelling Unit" means any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning a home or townhome situated upon a Lot (as hereafter defined).

<u>Section 2.14</u> "Lake Area(s)" means any Common Area on which a lake or other body of water now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc. "Lake" means any body of water, which now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of the Eagles Landing Master Owners Association Inc, or by any other Association that is a member of the Eagles Landing Master Owners Association Inc, or by any other Association that is a member of the Eagles Landing Master Owners Association Inc in a Lake Area. For purposes of avoidance of doubt, Lake Areas and Lakes include all detention ponds and other similar detention structures and facilities.

<u>Section 2.15</u> "Landscape Easement(s)" means those areas of the Property so designated on a Plat of any part of the Real Estate established for the purpose of providing community landscaping amenities and/or established for purposes of maintaining any landscaping required by any regulatory approvals.

<u>Section 2.16</u> "Lot" or "Lots" means, as the context requires, any parcel or parcels of land within the Property designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant or by a Builder. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or lesser than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit. The Lots proposed for the Caledonia Park Subdivision are generally set forth and shown on Exhibit B attached hereto and incorporated herein by this reference.

<u>Section 2.17</u> "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers and contract purchasers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

<u>Section 2.18</u> "Plat" means the subdivision Plat or Plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented.

<u>Section 2.19</u> "Provider" shall mean and refer to the entity or entities which provides Provider Services (as hereinafter defined).

<u>Section 2.20</u> "Structure" shall mean any temporary or permanent improvement or building or portion thereof, including, without limitation, Dwelling Units, walls, decks, patios, stairs, windows, window boxes, doors, fences, play equipment, trampolines, greenhouses, skylights, address markers,

mail boxes, name plates, flag poles, lawn ornaments, trees, hedges, shrubbery, solar panels, satellite dishes, antennae, shutters, awnings, fences, pools, hot tubs, pavement, walkways, driveways, garages and/or garage doors, or appurtenances to any of the aforementioned.

<u>Section 2.21</u> "Eagles Landing Associations" means each of Eagles Landing Master Owners Association Inc; Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; and Rock Ridge Manor at Eagles Landing Lot Owners Association Inc.

<u>Section 2.22</u> "Eagles Landing Master Owners Association Inc" means Eagles Landing Master Owners' Association, Inc, an Indiana not-for-profit corporation. Eagles Landing Master Owners Association Inc is the not-for profit corporation which is comprised of all of the Associations and the limited liability company that are part of Eagles Landing PUD, being Caledonia Park at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; and The Estates at Franklin LLC. Each of the foregoing, being Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; and The Estates at Franklin LLC, are each a member of Eagles Landing Master Owners Association Inc.

<u>Section 2.23</u> "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements" means those areas of the Property so designated or depicted in any manner or otherwise provided for on a Plat of any part of the Real Estate or Property.

ARTICLE 3

Property Rights, Easements, and Encroachments

<u>Section 3.1 Owners' Easements of Enjoyment of Common Area</u>. Every Owner shall have a nonexclusive right and easement of enjoyment, as may be limited or restricted by or in any applicable Declaration filed of record, in common with all Owners, in and to any Common Area, which nonexclusive right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association or any of the other Eagles Landing Associations to (i) charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association or situated upon the Common Area owned by any of the other Eagles Landing Associations, (ii) to fine any Owner or make any Special Assessment against any Owner in the event any Owner or any person whose permitted right to use Common Areas derives from such Owner violates any rules or regulations of the Association.

(b) The right of the Association, or any of the other Eagles Landing Associations, to suspend the voting rights and/or rights to the use of any recreational facilities,

if any, by any Owner (i) for any period during which any Assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association, or any of the other Eagles Landing Associations, to promulgate reasonable rules and regulations governing the use and/or enjoyment of the Common Area owned by the Association or the Common Area owned by any of the other Eagles Landing Associations, and including, without limitation, governing the use and/or enjoyment of any parking, swimming, boating, golf and golf related amenities, and fishing facilities (including the denial thereof of any such rights

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of seventy five percent (75%) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in any Declarations filed against any of the other real estate that is comprised within the Eagles Landing PUD and the rights of any of the other Eagles Landing Associations to grant further reasonable utility easements across and through the Common Area owned by that Association for the benefit of its members;

(g) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(h) The right of the Association or any of the other Eagles Landing Associations to dedicate or transfer all or any part of the Common Area owned by such Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed by such Association or any applicable Declaration of record, as may be amended;

(i) If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;

(j) The right of the Declarant to erect any signs (i) advertising the sale of the Property or any Lot and/or (ii) identifying the Caledonia Park Subdivision;

(k) The right of the Association or any of the other Eagles Landing Associations to grant, with or without payment to the Association, licenses, rights-of-way and

easements under, across, through or over any portion of the Common Area; and

(l) All other rights, obligations and duties as set forth in this Declaration, or any other Declaration of record pertaining to any Common Area, as the same may be from time to time be amended or supplemented.

<u>Section 3.2 Delegation of Use</u>. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, or any of the other Eagles Landing Associations, and subject to the rights of others as set forth in this Declaration or any other Declaration of record pertaining to any Common Area, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, or any of the other Eagles Landing Associations, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area of the Association.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the benefit of the Owners as provided for herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements Reserved to Declarant. The following rights and easements reserved in this Section 3.4 shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 3.4 shall run with the land, and Declarant's right to enjoy or further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property, unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association, and hereby reserves and/or grants to any public or private

utility, a general easement for utility, drainage, sanitary sewer, and storm sewer purposes (the "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements") in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be installed and maintained all electrical, telephone, water, gas, utility, drainage, sanitary sewer, and storm sewer facilities and structures for purposes of serving any Dwelling Unit constructed on the Property. The foregoing Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair, remove, or replace any necessary facilities or structures used for utility, drainage, sanitary sewer, or storm sewer purposes. By virtue hereof, Declarant reserves the right to install Lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved and granted shall survive the conveyance by the Declarant to the Association of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, sanitary sewer, storm sewer, utility, cable, landscape, sign, transmission, flowage, or other similar type of easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair, maintenance, and replacement of retention and detention ponds or lakes in accordance with the requirements of applicable law and/or all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an undefined sign and facilities easement ("<u>Sign and Facilities Easement</u>") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls, and any other landscaping, architectural, and/or recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property. Any such signs shall comply with any applicable zoning requirements, and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and

(iii) Describe more specifically or change the description of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easement, or any other easement, license, or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat, or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

(e) During the Development Period, Declarant shall have an easement for access to, over, on, or through the Real Estate, including any Lot and all Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in Declarant's sole discretion, including, without limitation, any improvements or changes permitted and described by Article 3 hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvement thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners of Lots

(f) The title of the Association and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

<u>Section 3.5 Easement for Emergency Purposes</u>. A perpetual, non-exclusive easement is hereby dedicated and granted to any and all governmental authorities or agencies and specifically including but not limited to law enforcement, fire protection, and ambulances, upon, over, and across all Common Areas and other similarly designated or available areas of the Property for purposes of performing such duties and activities related to law enforcement, fire protection, and emergency transportation, and including use of such areas of the Property as are required in order to respond in the case of an emergency by emergency vehicles such as fire trucks, police cars, and ambulances and

emergency personnel, public and private, over and upon the Common Areas and other similarly designated or available areas of the Property.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, Lake, or any other Common Area which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such Common Area shall not extend upon or to such Common Area, and the fee title to such Common Area is reserved to the Declarant to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, and/or sanitary or storm sewer easements, or any combination thereof (hereafter collectively "D&UE Easements"), which are hereby reserved for the non-exclusive use for such purposes by the appropriate governmental entities, public utilities, private utilities and Providers for the installation, maintenance, repair and replacement of swales, ditches, mains, ducts, poles, lines, wires, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, the Community Network and Technology Infrastructure, and for ingress and egress to accomplish such installation, maintenance, repair, and replacement. No permanent structure of any kind, including fences, patios, decks, driveways, walkways, and trees, shall be built, erected or maintained on or within any such drainage easements, utility easements, sanitary or storm sewer easements, and/or any other easements created by this Declaration, except by the Declarant or its assigns. Purchasers of Lots in this Subdivision shall take title subject to all such easements hereby created and any other easements created by this Declaration, subject at all times to (i) the rights of proper authorities to service and maintain all such drainage, utility, and sanitary or storm sewer facilities and easements and (ii) the rights of such governmental entities, public utilities, and private utilities of ingress and egress to access all said easements. All governmental agencies or departments and public and private utilities are hereby given the right to obtain access to all such easement areas to perform maintenance and to perform such maintenance as may be necessary to protect their easement and servitude rights. The Drainage Easements hereby created are reserved (i) for the use of Declarant during the Development Period, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the Property and adjoining properties, and (ii) for the nonexclusive use of the Association, the Johnson County Drainage Board, or any other applicable governmental authority for access to and maintenance, repair, and replacement of such drainage system. It shall be the responsibility of the Association and the Owners, as their interests may appear, of the areas enclosed within drainage easements to maintain any drainage areas in such condition that the flow of storm drainage waters on, across, under, and from said areas shall not be impeded, diverted, or accelerated, and accordingly, without limitation the Owners of all Lots subject to a Drainage or other similar easement shall be required to maintain the portion of said Drainage Easement on said Owner's lot in the condition originally provided by Declarant and also free of obstructions so that surface water drainage will occur unimpeded and no changes will be made to any said areas by the Owner without the written consent of the Developer during the Development Period and then by the Association upon the Applicable Date. Such use for storm water movement or retention or detention is

hereby declared to be an easement and servitude upon the Property for the benefit of the Owners of other land included within the Plat or within the Eagles Landing PUD, upstream or downstream, affected by such use and for any governmental agency or department of any private or public utility. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat and/or for the Eagles Landing PUD by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat and/or for the Eagles Landing PUD issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the Property for surface water runoff along natural valleys and drainage channels running to Owners or other land contained within the Property or within the Eagles Landing PUD, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, under, from and to such areas shall not be impeded, diverted, or accelerated.

Section 3.8 Designated Easements for Landscaping, Mounding, Screening, and Signage. Within any strips of ground shown or designated on a Plat or any other recorded document as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected between (i) the area of any such easements and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant or by the Association.

<u>Section 3.9 Streets</u>. All streets now or hereafter located upon the Property shall be designated as public streets on the final Plat or Development Plan that is placed of record with the Recorder of Johnson County.

<u>Section 3.10</u> Easement Work. Notwithstanding any architectural approval under Sections 6.2 or 6.3 below, during the course of any maintenance, service, repair, replacement, or other work upon any easement provided for or referenced in this Declaration, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above or otherwise provided for or referenced in this Declaration.

<u>Section 3.11 Reservation of Right to Grant Easement</u> The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of real estate which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over, and across the real estate which is adjacent to the Property.

<u>Section 3.12 Encroachments</u>. If any improvement on a Lot or the Common Area now or hereafter encroaches on any other Lot or Common Area, by reason of (a) the original construction thereof by Declarant or its assigns, which shall include, but not be limited to, any party wall or drive which encroaches over a Lot's boundary line or any drainage of stormwater from roofs and gutters, (b) deviations within normal construction tolerances in the maintenance, repair, replacement or reconstruction of any improvement or structure, or (c) the settling or shifting of any land or improvement, then in such event an easement is hereby granted over the encroached-upon portion of such Lot or Common Area in favor of the Owner of the encroaching improvements, solely to the extent of such encroachment and solely for the period of time the encroachment exists (including replacements thereof), for the limited purposes of use, repair, replacement, and maintenance of the encroaching improvement.

Section 3.13 Sales and Construction Offices. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, Declarant, any entity related to Declarant and any other person or entity with the prior written consent of Declarant, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Declarant, the Association or such person or entity as, in the sole opinion of Declarant, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Dwelling Units thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.

ARTICLE 4

Association Membership, Voting Rights, Board of Directors, and Professional Management

<u>Section 4.1 Membership</u>. Initially, the person(s) who serve as incorporators of the Association shall be the member(s) (the "Initial Member(s)") of the Association. The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State and this Declaration has been recorded with the Johnson County, Indiana Recorder, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. At such time as these Articles of Incorporation are accepted by the Indiana Secretary of State and the Declaration has been recorded with the Johnson County, Indiana Recorder, then each Owner of each Lot in Caledonia Park at Eagles Landing Subdivision ("Caledonia Park"), as provided for in the Declaration, shall be and become a Member of the Association for so long as the Member owns a Lot in Caledonia Park, and shall remain as a member of the Association for so long as the Owner owns the Lot. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of membership, with the voting rights hereinafter set forth and provided for:

<u>Class A</u>. Class A members shall be all Owners of Lots in Caledonia Park, and specifically including The Estates at Franklin LLC, the Declarant, as to all Lots owned by Declarant, from time to time. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Until the Applicable Date, the Class A members will not have any voting rights, except as provided for in this Declaration or the By-Laws.

<u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the Applicable Date occurs. The Class B Membership shall cease on the Applicable Date.

<u>Section 4.3 Board of Directors</u>. Until the Applicable Date, the Declarant shall elect a Board of Directors for the Association, as may be prescribed by the Association's Articles and By-Laws. Upon the Applicable Date, the Owners, as the Class A Members, shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association prior to the Applicable Date.

Section 4.4 Professional Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to self-manage the Property and to perform all or any of the functions of the Association until the expiration of the Development Period. The Declarant may designate a Managing Agent for the Property to perform all or any of the functions of the Association until the expiration of the Development Period, and accordingly Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions. In any case, Declarant or such Managing Agent, shall be entitled to reasonable compensation for its services. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by Declarant, with or without cause and without payment of any termination fee, upon written notice of sixty (60) days or less.

<u>Section 4.5 Suspension of Voting Rights</u>. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall

remain suspended until all payments are brought current and all defaults remedied.

<u>Section 4.6 Responsibilities of the Association</u>. The responsibilities of the Association shall include, but shall not be limited to:

(a) Maintenance, repair, and replacement of the Common Areas, including any and all improvements thereon, as the Association deems necessary or appropriate.

(b) Maintenance, repair, and replacement, and including making lease payments, of any street lighting located within the street right-of-way or within an appropriate easement along a street within the Property.

(c) Installation and replacement of any and all improvements, signs, lawn, foliage, and landscaping in and upon the Common Areas or Landscape Easements as the Association deems necessary or appropriate.

(d) Maintenance, repair, and replacement of any entrance streetlights and any street signs located on the Property.

(e) Maintenance, repair, and replacement of the drainage, sanitary sewer, and storm sewer systems located in and upon the Property as the Association deems necessary or appropriate. Nothing herein shall relieve or replace the obligation of each Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on such Lot free from obstructions so that the storm water drainage will be unimpeded.

(f) Maintenance of Lake water so as not to create stagnant or polluted waters affecting the health and welfare of the community.

(g) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverages required under this Declaration.

(h) Assessment and collection from the Owners of all Assessments and payment of all Common Expenses.

(i) Performing or contracting for Property or Association management, snow removal, Common Area maintenance, trash removal, or other services as the Association deems necessary or advisable.

(j) Enforcement of the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable.

Section 4.7 Powers of the Association The Association may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, in each case as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special Assessments or other charges or fines against any Owner or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

Section 4.8 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association. except in their capacity as Owners.

Section 4.9 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorney's fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit, or proceeding, or in connection with any appeal thereof or to enforce the indemnity rights contemplated hereby except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any such action, suit, or proceeding, unless it shall be adjudged in such action, suit, or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director of officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any accountant, attorney, or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof. In addition, no director or officer shall be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend any meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this section.

ARTICLE 5

Covenant for Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore (except Declarant and Builders, as more specifically provided in Section 5.5 below), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments, payable monthly, for all maintenance, repairs, or replacements made or undertaken by the Association; all ordinary operating expenses; all Common Expenses; all expenses incurred for any other purposes as provided for in this Declaration, and including section 5.2; and such other charges and expenses as the Association is entitled to include in Annual Assessments; and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance, repairs, or replacements, as provided for in this Declaration.

Such Assessments shall be established, shall commence upon such dates, and shall be collected as hereinafter provided. All such Assessments, together with late fees, costs, and reasonable attorneys' fees, shall be a charge on each Owner's Lot and there shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such Assessments shall have been recorded in the office of the Recorder of Johnson County, Indiana. No charge, lien, or Assessment shall be levied by the Association or individual Lot Owners against the Declarant. The Declarant shall not be liable for paying any Annual Assessments or Special Assessments to the Association for any Lots owned by Declarant, or its designated successor developer, as more fully explained and set forth in Section 5.5. The Annual Assessments and Special Assessments levied or otherwise declared and established by the Association shall be uniform for all Lots in the Property.

Section 5.2 Purpose of Annual Assessments. The Annual Assessment determined and levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in or reasonably inferred by this Declaration, including, without limitation, for purposes of paying for the costs of maintaining, repairing, and replacing Common Area and other capital improvements; the costs of insurance; the costs incurred in property management; the costs assessed against the Association by any of the other Eagles Landing Associations; the costs incurred for the establishment of recreational activities and facilities for the enjoyment of Owners; the costs incurred for the promotion of the health, safety and welfare of the

Owners; the costs incurred for the maintenance, repair, and replacements to Lots as are expressly provided for in this Declaration; the costs incurred for the performance of the obligations and duties of the Association; the costs incurred for such other purposes as specifically provided for in this Declaration; and for such other costs and expenses as are approved by the Association or the Board of Directors of the Association. A portion of the Annual Assessments shall be set aside or otherwise allocated to a reserve fund for the purpose of providing for maintenance, repair, and replacement of the Common Area, Lot Maintenance, and other capital improvements which the Association is required to maintain.

Section 5.3 Annual Assessment Provisions.

(a) <u>Amount</u>. The Board of Directors shall fix the amount of the Annual Assessments and shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The Annual Assessments shall be payable monthly in advance. Said Annual Assessments shall be calculated and determined based on a calendar year. Said Annual Assessments shall commence to become due and payable for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant or a Builder, and if said closing does not occur on the first day of a month, then the monthly amount due for the month of closing shall be prorated. For each calendar year, the first monthly payment of the Annual Assessment will be due on January 1st of said calendar year, and then shall be due and payable on the 1st day of each succeeding month. Each such Assessment shall be subject to collection and late charges beginning on the 10th day of the month for the payment due on the 1st day of that month.

(b) <u>Method of Adoption of the Annual Assessment Prior to Applicable Date</u>. Prior to the Applicable Date, the Board of Directors shall have the right, power, and authority to fix the amount of the Annual Assessment, without any vote of the Members of the Association, at an amount that is not in excess of the "Maximum Regular Assessment," as more specifically hereinafter set forth and defined as follows:

(i) Commencing upon the date of the conveyance of the first Lot to an Owner for residential use, who is thus not the Declarant or a Builder, until December 31 of that calendar year (the "First Calendar Year of Assessment"), the Maximum Annual Assessment on any Owner of a Dwelling Unit shall not exceed One Hundred Twenty Dollars per month.

(ii) From and after the end of the First Calendar Year of Assessment, the Maximum Regular Assessment may be increased by the Board of Directors, provided such increase is not more than twenty percent (20%) above the Annual Assessment that was in effect for the previous calendar year. Any increase proposed by the Board of Directors that is more than twenty percent (20%) above the Annual Assessment that was in effect for the previous calendar year may only be made with the affirmative vote of 51% of the Class A Members, with such vote to be counted at a duly called meeting of the Class A Members of the Association duly noticed and called for

that purpose.

(iii) Specifically, from and after the end of the First Calendar Year of Assessment, the Board of Directors may fix the Annual Assessment at an amount in excess of the allowed twenty percent increase to the Annual Assessment in effect for the prior calendar year, as specified in subparagraph (ii) above, only with the approval of a majority of the Class A Members who cast votes in person or by proxy at a meeting of the Class A members of the Association duly called for such purpose.

(iv) Written notice of Annual Assessments shall be sent to every Owner subject thereto and each said Owner shall be obligated to timely pay said Annual Assessment .

(c) <u>Method of Adoption of the Annual Budget and Annual Assessment After the</u> <u>Applicable Date</u>. After the Applicable Date, the Annual Assessment shall be determined by the Board of Directors of the Association based on an annual budget for each calendar year that will be determined by the Board of Directors of the Association. Said annual budget shall reflect the estimated revenues and expenses for the budget calendar year, and the estimated surplus or deficit as of the end of the current budget calendar year. The Association shall provide each Owner with: (1) a copy of the proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget; or (2) written notice that a copy of the proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget, is available upon request at no charge to the Owner. After all of the foregoing has taken place, the Association shall hold a meeting pursuant to the following subsection (d).

(d) Association Meeting to Approve the Annual Budget and the Annual Assessment. After the Applicable Date, and subject to subsection (e) below, the Association's proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget, shall be approved at a meeting of the members of the Association by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Articles of Incorporation, and the By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Articles of Incorporation, or the By-Laws.

(e) <u>Power of the Board to Adopt a Budget in the Absence of a Quorum</u>. If the number of members in attendance at the meeting held under subsection (d) above does not constitute a quorum as defined in the By-Laws of the Association, the Board may adopt a proposed annual budget for the Association for the ensuing year, together with the Annual Assessment that is based on said proposed annual budget, in an amount that does not exceed one hundred twenty percent (120%) of the amount of the last approved Association annual budget, and the Annual Assessment that is based on said last approved Association annual budget.

Section 5.4 Special Assessments. In addition to the Annual Assessments authorized above, the Association or Declarant may levy a Special Assessment for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or to recover any operating deficits which the Association may from time to time incur; provided, however, that after the Applicable Date such assessment shall have the assenting vote of more than fifty percent (50%) of the total possible votes that may be cast by members of the Association. The votes shall be cast either in proxy or in person at a meeting duly called for such purpose. Written notices for such meetings shall be sent and voting quorums shall be required as set forth in the By-Laws of the Association. In addition, as provided for in this Declaration and any Plats in the chain of title to the Real Estate, certain Lots may be subject to Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and subject to Landscape Easements (collectively the "Special Assessment Easements"). The Owners of any Lot subject to such Special Assessment Easements shall be required to keep the portions of said Special Assessment Easements encumbering such Lot in the condition required by said Special Assessment Easements, such as free from obstructions so that storm water drainage will not be impeded or altered and free from structures or improvements that would impair the use and/or purpose of such Special Assessment Easements. Upon notice from the Association that an Owner has impaired any such Special Assessment Easement and setting forth the relief requested, the Owner shall have a period of thirty days to comply. If the Owner shall not have commenced and diligently and continuously effected the requested cure thirty days after the date of the written notice, then the Declarant or the Association may enter upon such Lot and effect such cure as is required to abate the impairment of the Special Assessment Easement, and including but not limited to removal of any obstruction of storm water drainage or any removal of a prohibited structure or improvement. In such event, the Declarant or Association shall be entitled to recover the full cost of such work against the offending Owner, and such amount shall be deemed a Special Assessment against said Lot owned by such Owner which, if not timely paid in ten days, shall constitute a lien against such Lot and may be collected by the Association in the same manner as any other Annual Assessment or Special Assessment may be collected.

The due dates for all Special Assessments, and the assessment and collection period (i.e.., annual, monthly, lump-sum, or otherwise) for any Special Assessments shall be established by the Board of Directors of the Association.

Section 5.5 Lots Owned by Declarant or Builder. Neither the Declarant nor any Builder shall be liable to pay any Annual Assessment on any Lot owned by Declarant or a Builder until such time as a Dwelling Unit has been constructed upon such Lot by Declarant or a Builder and said Lot has been either conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or an entity for use as a residential Dwelling Unit. In lieu thereof, and for purposes of avoidance of doubt, the Declarant and Builder shall pay all costs with respect to maintaining said Lot in the condition required by this Declaration.

Section 5.6 Date of Commencement of Annual Assessments and Special Assessments: Due Dates. The obligation of all Owners to timely pay the Annual Assessments and Special Assessments

provided for herein shall commence as to each Lot within the Caledonia Park Subdivision on the date of the Closing of the conveyance of such Lot by the Declarant to an Owner (other than Builder) or on the date of the Closing of the conveyance of such Lot by a Builder to an Owner. If the Closing does not occur on the 1st day of a month, then the monthly amount payable will be prorated as of the date of Closing. The Annual Assessment shall be payable monthly in advance for each month of the calendar year. The due dates for all Special Assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge up to and including \$150.00, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of Assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.7 Failure of Owner to Pay Assessments. Except for Declarant and its designated successors or any Builder, no Owner may exempt himself or herself from paying Annual or Special Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Annual and Special Assessments and all other charges that become due and payable to the Association as provided for in this Declaration. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse, or neglect to make any payment of any Annual or Special Assessments when due, then a lien for such Assessment shall ipso facto be granted by said Owner to the Association on the Owner's Dwelling Unit and/or Lot, and said lien may then be foreclosed by the Board of Directors and/or the Association for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Annual or Special Assessments within ten (10) days after such are due, the Board of Directors and/or the Association, in its discretion, may in addition to any other remedy herein provided for or otherwise available in law and/or equity:

(1) impose a uniform monthly late charge, which will be considered an addition to the Annual or Special Assessment, in an amount to be determined by the Board;

(2) accelerate the entire balance of the unpaid Annual or Special Assessments for the remainder of the calendar year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;

(3) suspend such Owner's right to use the recreational facilities within the Property or owned by any of the other Eagles Landing Associations as provided in the Indiana Nonprofit Corporations Act of 1991, as amended, or in any applicable Declarations; and

(4) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporations Act of 1991, as amended.

In any action to foreclose the lien for any Annual or Special Assessments, the Owner and any

occupant of the Unit shall be jointly and severally liable for the payment to the Association of all amounts due to the Association under this Declaration, together with the reasonable rental for such Unit from and after the date any Annual or Special Assessment was not timely paid until such time as such Annual or Special Assessment and all other charges and costs for which the Owner is responsible has been paid in full to the Association. In addition, the Owner hereby expressly stipulates and agrees that the Association shall be entitled to the appointment of a receiver for the Owner's Lot for purposes of preserving the Lot and the Dwelling Unit constructed on said Lot and for purposes of collecting the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual or Special Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect any unpaid Annual or Special Assessments or in any action to recover any unpaid Annual or Special Assessment, regardless of whether litigation is initiated, the Board of Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the Unit, not only the delinquent Annual or Special Assessments, but also all unpaid rents for such Unit, all late charges imposed, all court costs, and all other costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association or the Managing Agent for administering, monitoring, or processing delinquent Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment, or any installment of an Assessment, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter. In addition, the Board of Directors shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

Section 5.8 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the Annual and Special Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all Assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof and, notwithstanding the first sentence of this Section, the sale or transfer of any Lot shall not affect the lien of any Annual or Special Assessments becoming due subsequent to the date of such sale or transfer, except to the extent that a purchaser may be protected against the lien for prior Assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such Assessments have been paid.

Section 5.090 Approval of Certain Contracts; Meeting; Vote by the Members. After the Applicable Date, the Board of Directors shall not have the authority to enter into contracts that (a) have a contract price or sum that exceeds Five Thousand Dollars (\$5,000.00) and (b) would result in the total Common Expenses for the current Annual Budget exceeding by twenty percent (20%) the total Common Expenses provided for in the prior year's Annual Budget, unless the Board of Directors shall first have sent out a notice thereof to the Members calling for a Special Meeting of

the Members for purposes of amending the Annual Budget to allow for the entering into such contract and such contract shall have been approved at such Special Meeting, provided however this limitation shall not apply to:

- (a) contracts for replacing or restoring portions of Common Areas or other areas or property which the Association is responsible for that were damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (ii) proposed contracts and proposed expenditures that are covered or otherwise provided for in the Annual Budget; or
- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes that there is insufficient time to call a meeting of the Members.

Section 5.10 Borrowing Money; Approval by the Members. The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of:

(1) five thousand dollars (\$5,000) during any calendar year; or

(2) if the Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association;

unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this Section shall apply to money borrowed by the Association that is needed to: (a) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (b) address an emergency that affects the public health, safety, or welfare.

ARTICLE 6

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family residential purposes, and including the right to rent Units for residential purposes as more specifically provided for in this Declaration, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses or common benefits. Any Lot or portion thereof so designated for common use or benefit shall become part of the Common Area owned by the

Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the covenants, conditions, and restrictions contained herein and all other covenants, conditions, and restrictions of record.

Section 6.2 Architectural Control. No Dwelling Unit, building, mailbox, fence or fencing, satellite dish, in-ground pool, patio, wall, or other structure, except original construction of Dwelling Units by the Declarant, shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein other than by the Declarant be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same, together with the Builder proposed to be engaged to build the Dwelling Unit, shall have first been submitted to and approved in writing by the Declarant until the end of the Development Period, and thereafter by the Board of Directors of the Association or any Architectural Committee appointed by the Association. After the Development Period, the Board of Directors may appoint three (3) representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a Dwelling Unit shall be deemed a change thereto and shall require the approval thereof as above provided. However, there shall be no such approval of the planting of hedges, the installation of walls, fences, structures and/or other improvements prohibited under Section 3.7 and 3.8 above, and any such approval shall be null and void. In the event that written approval is not received as required hereunder within forty-five (45) days after complete plans and specifications and other required submittals have been provided, then the request for approval shall be deemed denied.

Declarant, the Association, and any members of the Architectural Committee (the "Reviewing Authority") shall exercise discretion in the performance of their duties consistent with the provisions hereof, and with a view to assuring the preservation of the value of the Property and all Lots, the harmonious relationship among Dwelling Units, the aesthetic appeal of the Subdivision, and the use of high-quality and aesthetically pleasing materials. Accordingly, and not by way of limitation, the finished exterior of every Dwelling Unit shall be of material consisting of stone, brick, and other approved materials with minimum quality standards to be developed and approved by the Reviewing Authority and all Dwelling Units shall have as a minimum requirement an enclosed, attached two car garage that is at least 22 feet wide by 24 feet deep and sufficiently deep from front property line so that vehicles are not parked on sidewalks. Every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of such discretion by Declarant, the Association, and any members of the Architectural Committee, hereinafter referred to as the Reviewing Authority. In any judicial proceeding challenging a determination by the Reviewing Authority, and in any action initiated to enforce this Declaration in which an abuse of discretion by the Reviewing Authority is raised as a defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Declarant, the Association, and any members of the Architectural Committee could only conclude that such determination constituted an abuse of discretion.

The Reviewing Authority may inspect work being performed without the Owner's permission in order to assure compliance with these restrictions and applicable regulations.

Neither the Declarant, the Association, any members of the Architectural Committee, nor any agent thereof, shall be liable in any way for costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Committee, Association, or Declarant be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, or for any defects in any work done according thereto. Further, the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction, engineering, and surveying advise and should request inspections on each Lot prior to proposing construction.

<u>Section 6.3 Specific Provisions Pertaining to Architectural Committee.</u> The following specific provisions shall govern the Architectural Committee provided for in this Declaration, to wit:

6.3.1 <u>Creation.</u> There shall be, and hereby is, created and established an Architectural Committee to perform the functions provided for herein. At all times during the Development Period, the Declarant shall serve as and shall constitute the Architectural Committee, provided however during said Development Period the Declarant may, in Declarant's sole discretion, appoint three (3) members to constitute an Architectural Committee, which members appointed by Declarant shall be subject to removal by Declarant at any time with or without cause. After the end of the Development Period, the Architectural Committee shall be a standing committee of the Association, consisting of three (3) persons, who shall be appointed, from time to time by the Board of Directors of the Association. At least two of the three persons appointed by the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Committee upon a majority vote of the members of the Board of Directors.

6.3.2 <u>Purposes and Powers of Architectural Committee.</u> The Architectural Committee shall review and approve the builder, design, appearance and location of all Dwelling Units, structures, or any other improvements placed or modified by any person on any Lot and the substantial installation, alteration, and removal of any trees, bushes, shrubbery, and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Property and this Subdivision; the harmonious relationship among Dwelling Units and Lots; the use of high-quality and aesthetically pleasing materials; and the natural vegetation and topography of the Subdivision.

(i) <u>In General.</u> No residence, building, structure, antenna, swimming pool, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Committee. Such approval shall be

obtained only after written application has been made to the Architectural Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Committee and, in the case of construction or placement of any Dwelling Unit, structure, or improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed Dwelling Unit, structure, or improvement. Such plans shall include plot plans showing the location of the Dwelling Unit and all structures or improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) <u>Power of Disapproval.</u> The Architectural Committee may refuse to approve any application (an "Application") made to it when:

a. The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or incomplete, or show the requests set forth in the Application to be in violation of any of the terms of this Declaration, the Plat, any Development Standards, Covenants, or any other Restrictions applicable to any part of the Property, and including the Lot for which the Application has been submitted; the design or color scheme of an Application is not in harmony with the general surroundings of the Lot or with the adjacent Dwelling Units or related improvements; or the Application, in the opinion of the Architectural Committee, would not preserve or enhance the value and desirability of the Property or the Subdivision or would otherwise be contrary to the interests, welfare, or rights of the Declarant or any other Owner.

(iii) <u>Rules and Regulations.</u> The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Committee for the submission and approval of Applications.

6.3.3 <u>Duties of Architectural Review Committee.</u> If the Architectural Committee does not approve an Application within forty-five (45) days after all required information on the Application shall have been submitted to it, then such Application shall be deemed denied. One copy of submitted material shall be retained by the Architectural Committee for its permanent files.

6.3.4 <u>Liability of the Architectural Review Committee.</u> Neither the Architectural Review Committee, the Association, the Developer, nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for

any defects in any work done in connection with an Application or for any decision made by it, unless made in bad faith or by willful misconduct. Neither the Declarant, the Association, any members of the Architectural Committee, nor any agent thereof, shall be liable in any way for costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it. Further, the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction, engineering, and surveying advise and should request inspections on each Lot prior to proposing construction.

6.3.5 <u>Inspection</u>. The Architectural Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Declaration and may require any work not consistent with an approved Application or an Application that has not been approved, to be stopped and removed at the offending Owner's expense.

<u>Section 6.4 Lease or Subletting of Dwelling Unit by Owners</u>. For the purpose of fostering and facilitating the congenial and residential character of Caledonia Park Subdivision and for the further purpose of protecting the Owners by fostering and/or promoting financially responsible residents for the Lots, the lease or sublease of any Dwelling Unit by any Owner or other party in interest shall be subject to the following conditions and restrictions:

(a) No Owner shall lease or sublet his or her Dwelling Unit or enter into any other rental or letting agreement or arrangement for his or her Dwelling Unit for a term of less than three hundred sixty-five (365) days. In any event, an Owner desiring to rent his Unit shall use the lease form which has been approved by the Reviewing Authority, if any, and a copy of such lease shall be provided by the Owner to the Reviewing Authority promptly after execution thereof.

Section 6.5 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas or elsewhere on the Property, except as hereinafter expressly provided for. Notwithstanding the foregoing, pet dogs, cats, or other customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its Owner. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his or her pet. The tethering of pets in any area outside an Owner's fenced patio does not constitute "attended." Electric or invisible fences are permitted, provided that they are fully effective. Pets shall be walked only in an area not common to residents, and pet leavings must be picked up immediately by the pet's Owner and disposed of in a proper receptacle. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time, including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Association a security deposit in an amount to be determined by the Association to cover any damage that may be caused by such pet.
Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his or her pets. Any pet which, in the judgment of the Association, is causing or creating a nuisance or other unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Association to the respective Owner to do so.

<u>Section 6.6 Outside Storage</u>. All garbage, trash, and refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash, and refuse shall be placed in sealed, disposable plastic bags or other containers approved by the Association for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Association. In no event shall any burning of any garbage or refuse be allowed.

<u>Section 6.7 Front Setback Lines</u>. Front Building setback lines are hereby established as shown on the Plat and Development Standards for the PUD Zoning for this Subdivision. Between such Front Building setback lines and the rights-of-way lines there shall not be erected, placed, or altered any Structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

<u>Section 6.8 Side and Rear Setbacks</u>. The minimum side yard and minimum rear yard setback requirements shall be those established by the applicable zoning and subdivision control ordinances, subject to variances granted to Declarant by applicable zoning authorities, and all Owners shall comply therewith.

<u>Section 6.9 Temporary Structures and Outbuildings</u>. No structure of a temporary character, tent, shack, basement (other than as part of a Dwelling Unit constructed on a Lot), detached garage, barn, storage shed, mini-storage barn, playground equipment, or other out-building or freestanding detached Structure shall be allowed, erected, placed, or constructed upon any Lot.

Section 6.10 Inoperative Motor Vehicles and Motor Vehicle Repair. No inoperative motor vehicles shall be allowed to remain on a Lot, and no inoperative motor vehicle shall be parked in any driveway or on any street that is part of the Eagles Landing PUD. No tires or parts or accessories for motor vehicles shall be allowed to be visible on a Lot and must be kept inside a garage. The repair of motor vehicle becoming inoperative or any material alteration of motor vehicles shall not be permitted on any Lot, unless entirely within a garage permitted to be constructed per the terms of the Declaration.

<u>Section 6.11 Nuisances</u>. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, inconvenience or cause damage to other Owners and/or occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, unreasonable noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or loud persons. Any structure or building permitted to be constructed on any Lot, which may be all or in part destroyed by fire, wind, storm, or any other cause, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be promptly removed within a reasonable time after any such occurrence. It shall be the responsibility of each Owner to prevent the development or occurrence of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. Nothing which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of any Lots or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation shall be permitted in the Property.

<u>Section 6.12 Permitted Uses</u>. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed, as well as the provisions of this Declaration, the Plats, the By-Laws, and the rules and regulations adopted by the Board of Directors of the Association.

<u>Section 6.13 Drains and Vents</u>. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

<u>Section 6.14</u> <u>Residential Use and Architectural Requirements</u>. Lots may be used only for residential purposes and only for single-family dwellings. All Lots in this Caledonia Park Subdivision shall be designated as residential Lots.

<u>Section 6.15 Size</u>. Subject to any further restrictions imposed by any recorded Development Standards, every single-family dwelling erected, placed, altered or maintained on any Lot shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

<u>Section 6.16 Unsightly Objects</u>. In order to maintain the standards of the Property, no refuse pile, debris, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any portion of the Property. Failure to comply shall warrant the Declarant or the Association to clear the refuse from the Property at the expense of the Owner thereof, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association and/or the Declarant may file suit and recover such amount, together with reasonable attorneys' fees and costs of collection.

<u>Section 6.17</u> Site Visibility. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) feet and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points forty (40) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of any driveway pavement or alley line. No tree shall be permitted to remain within

such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front setback line and the street curb.

<u>Section 6.18 Vehicles.</u> No trucks larger than one ton in payload size, boats, campers, trailers of any kind, buses, mobile homes, motor cycles, golf carts, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be parked or stored anywhere within the Property outside of an enclosed garage, provided however, the foregoing restriction shall not prevent the parking of motor homes and recreational vehicles in a driveway for a period not exceeding 24 hours for loading and unloading. The foregoing restriction shall not prevent the parking or storage of such vehicles that are completely enclosed within a garage. No vehicles shall be parked overnight on any street that is part of the Eagles Landing PUD.

<u>Section 6.19 Sign Limitations</u>. No signs, except for one sign displayed in the window of a Dwelling Unit that is limited in size to 20 inches by 30 inches containing the words "for sale," "for rent" or "for lease" and indicating the name of the seller, seller's agent, or lessor and a phone number, shall be allowed. No other window or advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit, without the prior consent of the Association, provided, however, that the right is reserved by the Declarant and the Association to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Dwelling Units.

Section 6.20 Lakes; Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon a shoreline that is not within a Common Area owned by the Association or owned by any of the other Eagles Landing Associations. Any such use of a Lake, if any, shall also be subject to the rights of the Declarant, the Association, any of the other Eagles Landing Associations, or their employees, heirs, successors and assigns as set forth in this Declaration or any other recorded Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation change to any Lake level, earth disturbance resulting in silting, or any other conduct which could result in an adverse effect upon water quality, drainage, or proper Lake management, except as provided in the applicable Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property or which exist on other property that may be owned by any of the other Eagles Landing Associations. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

<u>Section 6.21</u> <u>Rules and Regulations</u>. All Owners and members of their families, their guests, or invitees; all occupants of any Dwelling Unit; and all other persons entitled to use the same and to use

and enjoy the Common Areas or any part thereof, shall observe and be governed by this Declaration and by such other or additional rules and regulations as may from time to time be promulgated and issued by the Association governing the operation, use and enjoyment of the Dwelling Units and the Common Area.

<u>Section 6.22 Development and Sale Period</u>. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and the construction and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect, and maintain such facilities or structures upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and the construction and sale of the Lots. Such facilities or structures which Declarant or any Builder shall be entitled to construct, install, erect and maintain may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices, and business offices.

<u>Section 6.23</u> Outside Use of Lots. No fences, hedges, walls or other improvements shall be erected or maintained upon any Lot without the prior, written approval of the Declarant, the Association, or any Architectural Committee. Above ground swimming pools are prohibited on the Property. No portable or permanent basketball goals, trampolines, playground equipment, playsets, or sandboxes shall be permitted.

<u>Section 6.24</u> <u>Mailboxes</u>. Mailboxes shall be installed by the Declarant and shall thereafter be maintained by the Association.

<u>Section 6.25 Yard Lights</u>. Declarant shall during the Development Period, and thereafter the Board of Directors of the Association shall, determine the uniform location of yard lights or coach lights. The yard light or coach light thereafter shall be maintained in proper working order by the Owner of each Lot.

<u>Section 6.26 Notice of Zoning Development Standards</u>. Notice is hereby given that certain written requirements and standards were promulgated in connection with the zoning of all or part of the Property (hereafter "Development Standards"). All restrictions and prohibitions contained in said Development Standards are incorporated herein by this reference. Unless and until such Development Standards are vacated or released per their terms, the Owners and the Association shall comply with all of the terms and conditions thereof. The Property shall be subject to the Development Standards; to all covenants, conditions, easements, restrictions and limitations of record; and to all governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

<u>Section 6.27</u> Occupations. No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property, except for those home occupations permitted by applicable zoning regulations.

Section 6.28 Fences and Landscaped Screening. The Declarant, the Association, and/or any Architectural Committee, prior to any installation, must approve any fencing and landscaped screening proposed for a Lot. It is the goal to keep all fencing or landscaped screening harmonious with the architectural character of the Property and the Caledonia Park Subdivision. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. No perimeter fence or screen will be approved which is on the property line or outside perimeter of a Lot. The Reviewing Authority may only consider for approval fencing that encloses in-ground pools or patios. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Reviewing Authority when reviewing fences and landscaped screening for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Reviewing Authority, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Reviewing Authority. Installed fences may be inspected by the Reviewing Authority after completion in order to ensure that the fence is of a professional quality, and final approval of such fences shall be deemed withheld until completion of this final review. All fences and landscaped screenings shall be kept in good condition and repair by the Owner, unless the Association determines that the landscaped screening will be kept in good repair and condition by the Association.

For purposes of avoidance of doubt, the Reviewing Authority must approve all fencing or landscaped screening materials, design, and location that is intended to occur both during and after the initial construction of a Unit. The Reviewing Authority will consider for approval fence or landscaped screening materials, design, and location on an individual basis. The exact location, material, color, and height of the proposed fence or landscaped screening, together with a rendering or photograph thereof, shall be submitted to the Reviewing Authority for written approval at least forty-five (45) days prior to proposed construction. If, however, approval has not been received by applicant in writing within forty-five (45) days after submittal, then said request shall be considered DENIED.

<u>Section 6.29 Animal Kennels</u>. Animal kennels, doghouses, cages, runs, or stakes may not be placed inside any patio/courtyard area, outside of the Dwelling Units, or on any Common Area.

<u>Section 6.30</u> <u>Driveways</u>. All driveways shall be concrete, unless otherwise approved by the Reviewing Authority. Any modifications (i.e. color changes, stamping) must be approved by the Reviewing Authority.

<u>Section 6.31 Right of Entry</u>. All Owners and occupants of a Dwelling Unit shall be deemed to have granted the right of entry thereto to the Association, and including any Managing Agent of the Association or any other person authorized by the Board, in case of any emergency originating in or threatening a Dwelling Unit, whether the Owner is present at the time or not, for purposes of addressing what is presented as an emergency. Any Owner shall permit other persons, or their representatives when so required, to enter his or her Dwelling Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for such entry are made in advance and that such entry is at a time

reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

ARTICLE 7

Maintenance, Repairs, and Replacements

Section 7.1 By Owners. Each Owner shall be responsible for the maintenance, repair, and replacement of all portions of said Owner's Dwelling Unit and Lot which are not the responsibility of the Association under Section 7.2 (b) of this Declaration. Accordingly, each Owner shall make all such repairs, undertake all such maintenance, and make all such replacements as shall be necessary in order to keep and maintain those parts and components of the Owner's Dwelling Unit and Lot, which are not the responsibility of the Association under Section 7.2 (b), in good condition and repair and in an aesthetically pleasing appearance, which shall include, but not be limited to responsibility for all fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located; the foundation; all windows and window components; all doors (including garage doors); courtyards/patios; sidewalks; driveways; fencing or privacy screens; internal water lines, plumbing, electric lines, and gas lines; all appliances; and all other fixtures, equipment, and accessories belonging to the Owner and a part of or appurtenant to said Owner's Dwelling Unit or Lot. Each Owner covenants and agrees to promptly perform such other maintenance, repairs, and replacements in and to said Owner's Lot and Dwelling Unit, not the responsibility of the Association under said Section 7.2 (b), which if neglected might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association.

Section 7.2 Common Areas and Lot Maintenance by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area;

(ii) Maintenance of the entry signs, permanent subdivision identification signs, and landscaping installed by the Declarant or by the Association in any Common Area, Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement, or similar easement; and

(iii) The maintenance of any street lights which are installed by the Declarant or by

the Association, and which are not located upon any Lot.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) The Association, as part of its duties, and as part of the Common Expenses, shall provide the following Lot maintenance, repair, and replacement services to and/or for the Owners:

(i) Exterior Dwelling Unit Maintenance, Repair, and Replacement. The Association shall be responsible to maintain in good condition and repair, (and including making replacements thereto if necessary to maintain in good condition and repair), the exterior surfaces, siding, roof, and gutters of each Owner's Dwelling Unit, unless such repairs, maintenance, or replacements are covered by insurance procured by the Owner of the Dwelling Unit, in which case the Association shall be made by and paid for by Owner. For purposes of avoidance of doubt, and as set forth in Section 7.1 above, the foundations, windows and doors (including garage doors), courtyards/patios, sidewalks, driveways, and fencing or privacy screens are the responsibility of the individual Dwelling Unit Owner, and are not the responsibility of the Association.

(ii) Lawn Care. For those portions of Lots that are not enclosed by a fence or otherwise obstructed by landscaping or other obstacles placed or installed by an Owner that interferes with access as determined by the Association (the "Unfenced Areas"), the Association shall be responsible for mowing such Unfenced Areas on an approximately weekly basis, which mowing service will include trimming around obstacles; power edging of driveways, walks and curbs; and cleaning walks and streets of grass clippings and mowing debris. Owners shall be responsible for mowing, trimming, power edging, cleaning and maintaining those portions of Lots that are enclosed by a fence or otherwise obstructed by landscaping or other obstacles placed or installed by an Owner (the "Fenced Areas"). The mowing season shall commence no earlier than May 1 and shall end no later than October 20 of each year; provided, however, that these dates, as well as the frequency of mowing, are subject to such change as the Association shall reasonably deem necessary, in light of the weather conditions and seasonal changes for a particular mowing season. Unfenced Areas and Fenced Areas shall be mowed to a height of 3". The Association will be responsible for maintaining in good condition the mulch beds that are in the Unfenced Areas, which will include providing pre- and post-emergent weed and grass control for these mulch beds; weeding of these mulch beds; replacing with new mulch and/or turning over these mulch beds as the Association shall in it's discretion determine to be appropriate; and maintaining and/or replacing any landscaping or plantings in these mulch beds as the Association shall in it's discretion determine to be appropriate. Owners are responsible for and will maintain in good condition the mulch beds that are in the Fenced Areas, which will include providing pre- and post-emergent weed and grass control for these mulch beds; weeding of these mulch beds; replacing with new mulch and/or turning over these mulch beds as shall be necessary to keep the

mulch beds in an aesthetically pleasing appearance; and maintaining and/or replacing any landscaping or plantings in these mulch beds as shall be necessary to keep the mulch beds in an aesthetically pleasing appearance. The Association will, in addition, provide broadleaf weed control for turf areas, turf fertilization, and insect control for Unfenced Areas. Owners shall be responsible for providing such controls and fertilization for the Fenced Areas. The Association will also be responsible for the maintenance of any sprinkler systems or irrigation systems installed by the Declarant within the Unfenced Areas.

(iii) Leaf Removal. The Association shall be responsible for the

removal of leaves and other trimmings from the Unfenced Areas. Owners shall be responsible for the removal of leaves and other trimmings from the Fenced Areas.

(iv) Snow Removal. The Association will remove snow from driveways and from the sidewalks leading from the driveway on a Lot to the front door of the residence on such Lot, at such times and at such snow depths as deemed necessary by the Association's Board of Directors or the Declarant, in their sole discretion.

(c) Notwithstanding any obligation or duty of the Association to maintain, repair, or replace any of the Common Area owned by the Association or to maintain, repair or replace any of those portions of the Lots as provided for in subparagraph (b) above, in the event that due to the willful, intentional, or negligent acts or omissions of an Owner or a member of an Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association or to any of the portions of the Lots for which the Association is responsible under subparagraph (b) above, then such Owner shall pay for such damage and for all such maintenance, repairs, and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the Assessment to which the Owner's Lot is subject.

(d) The authorized representatives of the Association, the Board of Directors, and any Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be appropriate in the discretion of the Association, the Board of Directors, or any Managing Agent in connection with assessing the need for and then performing any maintenance, repairs, or replacements of or to the Common Area owned by the Association or those portions of the Lots as provided in subparagraph (b) above, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE 8

Insurance and Restoration Responsibilities

<u>Section 8.1 Liability Insurance</u>. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate

from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, any public ways, and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

<u>Section 8.2 Fidelity Bonds</u>. The Association may procure blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any Management Agent that handles funds for the Association may be covered by its own fidelity bond, which would provide the same coverage required of the Association. The Association shall be named as an additional obligee in any Management Agent's bond. Any fidelity bond shall cover the maximum funds that will be in the custody of the Association or its Management Agent at any time while the bond is in force. In addition, the fidelity bond coverage should cover at least one (1) years' Assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

<u>Section 8.3 Miscellaneous Insurance Provisions</u>. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, casualty insurance covering any insurable Common Area or other improvements and/or structures owned by the Association, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable, or appropriate. Such insurance coverage may also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors, and any Management Agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

<u>Section 8.4 Casualty and Restoration</u>. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Notwithstanding any provision to the contrary elsewhere contained and for purposes of avoidance of doubt, each Owner shall be solely responsible for loss or damage to the Owner's Dwelling Unit (regardless of whether the Unit is attached to another Dwelling Unit), any other improvements on the Owner's Lot, and all of the contents of or in the Dwelling Unit, however caused, and the Owner's

other personal property stored elsewhere within the Property. The Association shall have no liability to any Owner for any loss or damage to a Dwelling Unit, any other improvements on an Owner's Lot, the contents of or in any residence or Dwelling Unit owned by the Owner, or any Owner's personal property stored elsewhere within the Property, however caused. At all times, each Owner shall obtain his or her own insurance to cover such loss and risk. Such casualty insurance coverage shall be for full replacement cost, subject to a reasonable deductible, to provide sufficient proceeds to fully replace a Dwelling Unit damaged or destroyed as a result of fire, earthquake, or any other casualty, to the way or condition in which such Dwelling Unit existed prior to such fire, earthquake, or other casualty. Each Owner may be required to provide the Association with proof of insurance on an annual basis. The Association must also be listed as an "Additional Insured" (or its equivalent if an insurance company uses different terminology) on all of the Owner's policies that pertain to the Dwelling Unit. In no event will the Association or the Declarant maintain any insurance on any privately owned residence, Dwelling Unit, or structure, and neither the Association nor the Declarant shall have any liability to any Owner for any loss or damage to a Dwelling Unit or Lot, any improvement on a Lot, or to the contents of any residence, Dwelling Unit, building, or other personal property of any Owner. To the extent insurance proceeds are insufficient to pay for the full replacement of the Dwelling Unit after such fire, earthquake, or other casualty, the Owner shall nevertheless be obligated to fully replace the Dwelling Unit or other insured property, and to pay any cost thereof not covered by insurance proceeds.

Section 8.5 Insufficiency of Insurance Proceeds Payable to Association for Common Area. If any insurance proceeds received by the Association as a result of any fire or any other casualty, peril, or disaster to Common Area or other improvements or property owned by the Association is not adequate to cover the cost of repair and reconstruction of the Common Area or other improvements or property covered by such insurance, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements or property damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association, which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

<u>Section 8.6 Surplus of Insurance Proceeds Payable to Association</u>. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage to any Common Area or other improvements or property owned by the Association has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage to any Common Area or other improvements or property owned by the Association shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

ARTICLE 9

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration

to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association upon ten days advance written notice to the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

<u>Section 9.2 Notice to Mortgagees</u>. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid Assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its Bylaws, or any other applicable documents. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

<u>Section 9.3 Condemnation and Insurance Awards</u>. No provisions of this Declaration, or any amendment thereto, shall give any Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit.

<u>Section 9.5 Unpaid Dues or Charges</u>. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE 10

General Provisions

<u>Section 10.1 Right of Enforcement</u>. Subject to the requirements and provisions of the By-Laws concerning "Grievance Resolution Procedures", in the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated or in the Plats or any of the rules and regulations adopted by the Board of Directors of the Association or any of the other Eagles Landing Associations, then the Declarant, the Association, or any aggrieved Owner and all parties claiming under them shall have the right to enforce the same, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual

damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein or in the Plats, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

<u>Section 10.2 Delay or Failure to Enforce</u>. No delay or failure on the part of the Declarant, the Association, any of the other Eagles Landing Associations, an Owner, or any other aggrieved party to invoke any available remedy with respect to a violation of any one or more of the covenants, conditions, and restrictions in this Declaration or of the rules and regulations of the Association or of any of the other Eagles Landing Associations shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration or any such rules and regulations.

<u>Section 10.3 Severability and Waiver</u>. This Declaration shall be enforceable to the fullest extent permitted at law or in equity. Invalidation of any one of the covenants, restrictions, or provisions contained in this 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. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as an estoppel of that person to assert any right available to him upon the occurrence, recurrence, or continuation of any violation or violations of the restrictions.

<u>Section 10.4 Assignment</u>. Declarant may at any time assign some or all of its rights and obligations under this Declaration after written notice to the Board of Directors of the Association. Such assignment shall be effective after it is executed and recorded by Declarant with the Recorder of the County in which the Property is located. After such assignment is recorded with the Recorder of the County in which the Property is located, Declarant shall have no further obligations or liabilities under the Declaration with respect to the rights or obligations assigned.

Section 10.5 Amendment. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time may be amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property, and specifically including any Lots, together with their heirs, successors, assigns, and all parties closing a purchase under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Johnson County, approved by the then Owners' of at least seventy-five percent (75%) of the Lots (including Declarant or Builder) provided however, that none of the easements, rights, or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited in the paragraph immediately below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within six (6) years after the recordation hereof. Any amendment must be recorded.

Neither the Association, the Owners, or Declarant shall effect any of the following changes without

the prior written approval of the then Owners of eighty percent (80%) of the Lots (including Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer within the meaning of this clause;

(b) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount that is at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

Section 10.6 Reserved Rights of Declarant to Amend Declaration. Notwithstanding any provisions of the Declaration, the Association Articles, the Association By-Laws, or any other document governing the development and administration of the Property to the contrary, until such time as the Declarant has sold all of the Lots, Declarant hereby reserves the right, so long as Declarant or any entity related to Declarant owns any Lot within the Real Estate, to make any technical amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Declarant, including without limitation, to bring Declarant or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto.

<u>Section 10.7 Assignment</u>. Declarant may assign or otherwise transfer any and/or all of its rights as Declarant in whole or in part upon written notice to the Board of Directors of the Association.

<u>Section 10.8 Condemnation, Destruction or Liquidation</u>. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements, or agreements for the handling of any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the Common Area owned by the Association. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders.

<u>Section 10.9</u>. <u>Controlling Document</u>. If there is any conflict between the provisions of this Declaration and any Plat of all or a part of Caledonia Park Subdivision, the terms and provisions of this Declaration shall be controlling. If there is any conflict between the provisions of this Declaration and Articles of Incorporation or By-Laws of the Association, the terms and provisions of this Declaration shall be controlling. Conflict, as used herein, shall mean a situation where the application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.

ARTICLE 11

EAGLES LANDING MASTER OWNERS ASSOCIATION INC AND LEGENDS OF INDIANA AMENITIES

<u>Section 11.1 Membership in Eagles Landing Master Owners Association Inc.</u> Each Owner shall automatically be and become a member of Eagles Landing Master Owners Association Inc, and shall remain a member of the Eagles Landing Master Owners Association Inc for so long as each Owner owns a Dwelling Unit.

<u>Section 11.2.</u> <u>Classes of Membership for Eagles Landing Master Owners Association Inc</u>. Eagles Landing Master Owners Association Inc shall have two (2) classes of membership, as follows:

(i) <u>Class A Members</u>. Class A members shall be all Class A Members of the Association, all Class A Members of Legendary Ridge at Eagles Landing Owners Association Inc, all Class A Members of Rock Ridge Manor at Eagles Landing Inc, and The Estates at Franklin LLC. For purposes of clarity and avoidance of doubt, each Owner of a Lot in Caledonia Park Subdivision, Legendary Ridge Subdivision , and Rock Ridge Manor Subdivision is a Class A Member of the Association for that specific Subdivision in the Eagles Landing PUD, and where more than one person holds an interest in any Lot, all such persons shall be Members;

(ii) <u>Class B Member</u>. The Class B member shall be the Declarant, The Estates at Franklin LLC. The Class B Membership will cease when Declarant has sold and no longer owns any Lots in Caledonia Park Subdivision, Legendary Ridge Subdivision, and Rock Ridge Manor Subdivision.

Section 11.3 Voting Rights of Classes of Membership for Eagles Landing Master Owners Association Inc.

(i) <u>Class A</u>. At such time as the Class B Membership in Eagles Landing Master Owners Association Inc. has ceased, then on all matters coming before Eagles Landing Master Owners Association Inc. the Class A members shall be entitled to one (1) vote. For purposes of clarity and avoidance of doubt, when more than one person holds an interest in any Lot, the vote for such Lot, and thus for the Class A Membership associated with that Lot, shall be determined among the Owners of that Lot, but in no event shall more than one vote be cast with respect to any Lot and the Class A Membership associated with that Lot. (ii) <u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the date when the Class B Membership ceases.

<u>Section 11.3 Legends of Indiana Amenities</u>. Membership in the Association does not imply or confer any membership in the Legends of Indiana or any right to usage of any property owned by Legends of Indiana. Use of the swimming pool and related facilities, golf courses and related facilities, the clubhouse, and any other Legends of Indiana facilities now or hereafter existing is restricted to holders of valid social or golf memberships (or other membership classes that may be established by Legends of Indiana from time to time) in accordance with the terms of such membership as granted by Legends of Indiana.

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IN WITNESS WHEREOF, The Estates at Franklin LLC, an Indiana limited liability company, has caused this Declaration to be executed as of the date first written above.

The Estates at Franklin LLC, an Indiana limited liability company By:

Fred Paris, Manager

STATE OF INDIANA)) SS: COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Fred Paris, President and Manager of The Estates at Franklin LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Declaration of Covenants, Conditions, and Restrictions for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

My Commission Expires:

, Notary Public

My County of Residence is:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law.

Roger Curry

This instrument was prepared by and after recording return to: Roger Curry, P O Box 7, Whiteland, In 46184

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGENDARY RIDGE AT EAGLES LANDING SUBDIVISION

II.

DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS

FOR

Legendary Ridge at Eagles Landing

A Subdivision located in Johnson County, Indiana

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LEGENDARY RIDGE AT EAGLES LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LEGENDARY RIDGE AT EAGLES LANDING (Declaration") is made, dated, and executed effective as of the _____ day of _____, 2022 by The Estates at Franklin LLC, an Indiana limited liability company ("Declarant").

RECITALS

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Johnson County, Indiana, which is more particularly described in <u>Exhibit "A"</u> (hereafter the "<u>Real Estate</u>") attached hereto and by this reference made a part hereof, upon which Declarant intends to develop a residential subdivision to be comprised of detached homes to be known as Legendary Ridge at Eagles Landing (the "Legendary Ridge Subdivision").

WHEREAS, Declarant desires to and will subdivide and develop the Real Estate in the Legendary Ridge Subdivision by creating those certain individual Lots, as hereinafter defined, as generally denoted and set forth on Exhibit B attached hereto and incorporated herein by this reference, all as hereinafter provided and set forth.

WHEREAS, the term "<u>Property</u>" shall hereafter mean and refer to the Real Estate which is being developed into the Legendary Ridge Subdivision.

WHEREAS, the Legendary Ridge Subdivision is a part of a Planned Unit Development known as the Eagles Landing PUD.

WHEREAS, before subdividing the Real Estate, Declarant desires to subject the Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each Owner of any part thereof.

WHEREAS, Declarant further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the Common Areas and certain other areas of the Property and of administering and enforcing the covenants, conditions, and restrictions contained in this Declaration and the subdivision Plats of the Property as hereafter recorded in the office of the Recorder of Johnson County, Indiana and of collecting and disbursing Assessments and charges as herein provided.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article 2 below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and/or improved, are subject to the following covenants, conditions, and restrictions (the "<u>Restrictions</u>"), all of which are declared to be in furtherance of a plan providing for the improvement and sale of the Property and each Lot 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 of each of the Lots situated therein. The Restrictions 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 respective heirs, successors, and assigns and all other persons entitled to the use and enjoyment of the Property or any part or parts thereof.

As of the Effective Date, the Property consists solely of the Real Estate. The Owner or occupant of any Lots 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 or a subsequent Owner of such Lot or (ii) the occupancy of any Lot, shall accept such deed, execute such contract and/or occupy such Lot subject to each Restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or occupation of such Lot, each Owner or occupant acknowledges the rights and powers of Declarant and of the Association with respect to these Restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees to keep, observe and comply with the terms and conditions hereof.

ARTICLE 1

Name

The subdivision of the Property created by this Declaration, and including but not limited to the creation of the Lots, shall be known and designated as Legendary Ridge at Eagles Landing (hereinafter "Legendary Ridge Subdivision").

ARTICLE 2

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Act" means the Indiana Non Profit Corporation Act.

Section 2.2 "Applicable Date" means the date when the Declarant has sold and no longer owns any Lots.

<u>Section 2.3</u> "Architectural Committee" means the architectural review body established by this Declaration pursuant to Article 6 of this Declaration and all other references thereto in this Declaration.

<u>Section 2.4</u> "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

<u>Section 2.5</u> "Association" means Legendary Ridge at Eagles Landing Lot Owners Association Inc., an Indiana non-profit corporation, its successors and assigns.

Section 2.6 "Board of Directors" means the Board of Directors of the Association.

<u>Section 2.7</u> "Builder" means any person or entity engaged in and responsible for the original construction of a residence on a Lot (as hereinafter defined), and its successors and assigns, and including but not necessarily limited to _______, an Indiana limited liability company.

<u>Section 2.8</u> "By-Laws" mean the Code of By-Laws of Legendary Ridge at Eagles Landing Lot Owners Association Inc providing for the administration and management of the Association as required by and in conformity with the provisions of the Act and this Declaration. A true copy of the By-Laws is attached to this Declaration as "Exhibit C" and incorporated herein by reference.

<u>Section 2.9</u> "Common Area" means and includes: (1) those portions of the Property, including improvements thereto, together with all other facilities, structures, buildings, improvements, and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time, (2) any Lake Area as defined below, (3) Eagles Landing Master Owners Association Inc Common Areas, as defined and set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Eagles Landing Master Owners Association Inc, (4) such other items (if any) deemed Common Area for maintenance purposes by the Association, and (5) all portions of the Property shown on any Plat of the Real Estate or Property as a "Common Area". Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", as "Common Area", or as "C.A".

<u>Section 2.10</u> "Common Expenses" shall mean and refer to (1) expenses of administration of the Association; (2) expenses for the upkeep, maintenance, repair, and replacement of all Common Area, together with all expenses associated with the performance of the responsibilities and duties of the Association, including without limitation expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located on any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements or on a Landscape Easement to the extent the Association deems it necessary to maintain such easement; (3) expenses associated with the maintenance, repair or continuation of the drainage, storm sewer, and sanitary sewer facilities located within and upon the Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements; (4) all expenses incurred to procure liability, hazard and any other insurance provided for herein; (5) all sums lawfully assessed against the Owners by the Association; and (5) all such other sums, costs, and expenses declared by this Declaration or by the Association to be Common Expenses.

<u>Section 2.11</u> "Declarant" means The Estates at Franklin LLC, an Indiana limited liability company, and its heirs, successors, and assigns.

<u>Section 2.12</u> "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot (as hereinafter defined) or any other portion of the Property, provided however, in no event shall the Development Period extend beyond the date that is seven (7) years after

the date this Declaration is recorded.

<u>Section 2.13</u> "Dwelling Unit" means any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning a detached home or townhome situated upon a Lot (as hereafter defined).

<u>Section 2.14</u> "Lake Area(s)" means any Common Area on which a lake or other body of water now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc. "Lake" means any body of water, which now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc in a Lake Area. For purposes of avoidance of doubt, Lake Areas and Lakes include all detention ponds and other similar detention structures and facilities.

<u>Section 2.15</u> "Landscape Easement(s)" means those areas of the Property so designated on a Plat of any part of the Real Estate established for the purpose of providing community landscaping amenities and/or maintaining any landscaping required by any regulatory approvals.

<u>Section 2.16</u> "Lot" or "Lots" means, as the context requires, any parcel or parcels of land within the Property designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant or by a Builder. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or lesser than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit. The Lots proposed for the Legendary Ridge Subdivision are generally set forth and shown on Exhibit B attached hereto and incorporated herein by this reference.

<u>Section 2.17</u> "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers and contract purchasers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

<u>Section 2.18</u> "Plat" means the subdivision Plat or Plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented.

<u>Section 2.19</u> "Provider" shall mean and refer to the entity or entities which provides Provider Services (as hereinafter defined).

<u>Section 2.20</u> "Structure" shall mean any temporary or permanent improvement or building or portion thereof, including, without limitation, Dwelling Units, walls, decks, patios, stairs, windows,

window boxes, doors, fences, play equipment, trampolines, greenhouses, skylights, address markers, mail boxes, name plates, flag poles, lawn ornaments, trees, hedges, shrubbery, solar panels, satellite dishes, antennae, shutters, awnings, fences, pools, hot tubs, pavement, walkways, driveways, garages and/or garage doors, or appurtenances to any of the aforementioned.

<u>Section 2.21</u> "Eagles Landing Associations" means each of Eagles Landing Master Owners Association Inc; Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; and Rock Ridge Manor at Eagles Landing Lot Owners Association Inc.

<u>Section 2.22</u> "Eagles Landing Master Owners Association Inc" means Eagles Landing Master Owners' Association, Inc, an Indiana not-for-profit corporation. Eagles Landing Master Owners Association Inc is the not-for profit corporation which is comprised of all of the Associations and the limited liability company that are part of the Eagles Landing PUD, being Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; and The Estates at Franklin LLC, are each a member of Eagles Landing Master Owners Association Inc.

<u>Section 2.23</u> "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements" means those areas of the Property so designated or depicted in any manner or otherwise provided for on a Plat of any part of the Real Estate or Property.

ARTICLE 3

Property Rights, Easements, and Encroachments

<u>Section 3.1 Owners' Easements of Enjoyment of Common Area</u>. Every Owner shall have a nonexclusive right and easement of enjoyment, as may be limited or restricted by or in any applicable Declaration filed of record, in common with all Owners, in and to any Common Area, which nonexclusive right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association or any of the other Eagles Landing Associations to (i) charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association or situated upon the Common Area owned by any of the other Eagles Landing Associations, (ii) to fine any Owner or make any Special Assessment against any Owner in the event any Owner or any person whose permitted right to use Common Areas derives from such Owner violates any rules or regulations of the Association;

(b) The right of the Association, or any of the other Eagles Landing Associations, to suspend the voting rights and/or rights to the use of any recreational facilities, if any, by any Owner (i) for any period during which any Assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, or any of the other Eagles Landing Associations, to promulgate reasonable rules and regulations governing the use and/or enjoyment of the Common Area owned by the Association or the Common Area owned by any of the other Eagles Landing Associations, and including, without limitation, governing the use and/or enjoyment of any parking, swimming, boating, golf and golf related amenities, and fishing facilities (including the denial thereof of any such rights);

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the common Area owned by the Association, upon the approval of seventy five percent (75%) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in any Declarations filed against any of the other real estate that is comprised within the Eagles Landing PUD and the rights of any of the other Eagles Landing Associations to grant further reasonable utility easements across and through the Common Area owned by that Association for the benefit of its members;

(g) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(h) The right of the Association or any of the other Eagles Landing Associations to dedicate or transfer all or any part of the Common Area owned by such Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed by such Association or any applicable Declaration of record, as may be amended;

(i) If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;

- (j) The right of the Declarant to erect any signs (i) advertising the sale of the Property or any Lot and/or (ii) identifying Legendary Ridge Subdivision;
- (k) The right of the Association or any of the other of Eagles Landing Associations to grant,

with or without payment to the Association, licenses, rights-of-way and easements under, across, through or over any portion of the Common Area; and

(1) All other rights, obligations and duties as set forth in this Declaration, or any other Declaration of record pertaining to any Common Area, as the same may be from time to time be amended or supplemented.

<u>Section 3.2 Delegation of Use</u>. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, or any of the other Eagles Landing Associations, and subject to the rights of others as set forth in this Declaration or any other Declaration of record pertaining to any Common Area, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, or any of the other Eagles Landing Associations, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area of the Association.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the benefit of the Owners as provided for herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements Reserved to Declarant. The following rights and easements reserved in this Section 3.4 shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 3.4 shall run with the land, and Declarant's right to enjoy or further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property, unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto

the Association, and hereby reserves and/or grants to any public or private utility, a general easement for utility, drainage, sanitary sewer, and storm sewer purposes (the "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements") in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be installed and maintained all electrical, telephone, water, gas, utility, drainage, sanitary sewer, and storm sewer facilities and structures for purposes of serving any Dwelling Unit constructed on the Property. The foregoing Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair, remove, or replace any necessary facilities or structures used for utility, drainage, sanitary sewer, or storm sewer purposes. By virtue hereof, Declarant reserves the right to install Lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved and granted shall survive the conveyance by the Declarant to the Association of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, sanitary sewer, storm sewer, utility, cable, landscape, sign, transmission, flowage, or other similar type of easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair, maintenance, and replacement of retention and detention ponds or Lakes in accordance with the requirements of applicable law and/or all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an undefined sign and facilities easement ("<u>Sign and Facilities Easement</u>") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls, and any other landscaping, architectural, and/or recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property. Any such signs shall comply with any applicable zoning requirements, and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the

Association, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and

(iii) Describe more specifically or change the description of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easement, or any other easement, license, or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat, or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

(e) During the Development Period, Declarant shall have an easement for

access to, over, on, or through the Real Estate, including any Lot and all Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in Declarant's sole discretion, including, without limitation, any improvements or changes permitted and described by Article 3 hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvement thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners of Lots.

(f) The title of the Association and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

<u>Section 3.5 Easement for Emergency Purposes</u>. A perpetual, non-exclusive easement is hereby dedicated and granted to any and all governmental authorities or agencies and specifically including but not limited to law enforcement, fire protection, and ambulances, upon, over, and across all Common Areas and other similarly designated or available areas of the Property for purposes of performing such duties and activities related to law enforcement, fire protection, and emergency transportation, and including use of such areas of the Property as are required in order to respond in the case of an emergency by emergency vehicles such as fire trucks, police cars, and ambulances and emergency personnel, public and private, over and upon the Common Area and other similarly

designated or available areas of the Property .

<u>Section 3.6 Fee Title to Lot</u>. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, Lake, or any other Common Area which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such Common Area shall not extend upon or to such Common Area, and the fee title to such Common Area is reserved to the Declarant to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, and/or sanitary or storm sewer easements, or any combination thereof (hereafter collectively "D&UE Easements"), which are hereby reserved for the non-exclusive use for such purposes by the appropriate governmental entities, public utilities, private utilities and Providers for the installation, maintenance, repair and replacement of swales, ditches, mains, ducts, poles, lines, wires, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, the Community Network and Technology Infrastructure, and for ingress and egress to accomplish such installation, maintenance, repair, and replacement. No permanent structure of any kind, including fences, patios, decks, driveways, walkways, and trees, shall be built, erected or maintained on or within any such drainage easements, utility easements, sanitary or storm sewer easements, and/or any other easements created by this Declaration, except by the Declarant or its assigns. Purchasers of Lots in this Subdivision shall take title subject to all such easements hereby created and any other easements created by this Declaration, subject at all times to (i) the rights of proper authorities to service and maintain all such drainage, utility, and sanitary or storm sewer facilities and easements and (ii) the rights of such governmental entities, public utilities, and private utilities of ingress and egress to access all said easements. All governmental agencies or departments and public and private utilities are hereby given the right to obtain access to all such easement areas to perform maintenance and to perform such maintenance as may be necessary to protect their easement and servitude rights. The Drainage Easements hereby created are reserved (i) for the use of Declarant during the Development Period, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the Property and adjoining properties, and (ii) for the non-exclusive use of the Association, the Johnson County Drainage Board, or any other applicable governmental authority for access to and maintenance, repair, and replacement of such drainage system. It shall be the responsibility of the Association and the Owners, as their interests may appear, of the areas enclosed within drainage easements to maintain any drainage areas in such condition that the flow of storm drainage waters on, across, under, and from said areas shall not be impeded, diverted, or accelerated, and accordingly, without limitation the Owners of all Lots subject to a Drainage or other similar easement shall be required to maintain the portion of said Drainage Easement on said Owner's lot in the condition originally provided by Declarant and also free of obstructions so that surface water drainage will occur unimpeded and no changes will be made to any said areas by the Owner without the written consent of the Developer during the Development Period and then by the Association upon the Applicable Date. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon the Property for the benefit of the Owners of other land included within the Plat or within the

Eagles Landing PUD, upstream or downstream, affected by such use and for any governmental agency or department of any private or public utility. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat and/or for the Eagles Landing PUD by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat and/or for the Eagles Landing PUD issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the Property for surface water runoff along natural valleys and drainage channels running to Owners or other land contained within the Property or within the Eagles Landing PUD, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, under, from and to such areas shall not be impeded, diverted, or accelerated.

Section 3.8 Designated Easements for Landscaping, Mounding, Screening, and Signage. Within any strips of ground shown or designated on a Plat or any other recorded document as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected between (i) the area of any such easements and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant or by the Association.

<u>Section 3.9 Streets</u>. All streets now or hereafter located upon the Property shall be designated as public streets on the final Plat or Development Plan that is placed of record with the Recorder of Johnson County.

<u>Section 3.10</u> Easement Work. Notwithstanding any architectural approval under Sections 6.2 or 6.3 below, during the course of any maintenance, service, repair, replacement, or other work upon any easement provided for or referenced in this Declaration, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above or otherwise provided for or referenced in this Declaration.

Section 3.11 Reservation of Right to Grant Easement The Declarant hereby reserves the right, in its

discretion, to (i) grant easements upon, under, over and across the Property for the benefit of real estate which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over, and across the real estate which is adjacent to the Property.

<u>Section 3.12 Encroachments</u>. If any improvement on a Lot or the Common Area now or hereafter encroaches on any other Lot or Common Area, by reason of (a) the original construction thereof by Declarant or its assigns, which shall include, but not be limited to, any party wall or drive which encroaches over a Lot's boundary line or any drainage of stormwater from roofs and gutters, (b) deviations within normal construction tolerances in the maintenance, repair, replacement or reconstruction of any improvement or structure, or (c) the settling or shifting of any land or improvement, then in such event an easement is hereby granted over the encroached-upon portion of such Lot or Common Area in favor of the Owner of the encroaching improvements, solely to the extent of such encroachment and solely for the period of time the encroachment exists (including replacements thereof), for the limited purposes of use, repair, replacement, and maintenance of the encroaching improvement.

<u>Section 3.13</u> Sales and Construction Offices. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, Declarant, any entity related to Declarant and any other person or entity with the prior written consent of Declarant, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Declarant, the Association or such person or entity as, in the sole opinion of Declarant, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Dwelling Units thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.

<u>Section 3.14 Medians and Entry Features.</u> There may be landscaped medians and/or islands located within the Property and within streets that are not otherwise labeled as Common Areas or as Landscape Easements. These areas are created and reserved for the location, installation, and maintenance of landscaping and entry features, such as but not limited to permanent walls, signs, fences, and landscaping materials. These landscaped areas and features shall be maintained by the Association as if such medians, entry features and associated landscaping were a Common Area.

ARTICLE 4

Association Membership, Voting Rights, Board of Directors, and Professional Management

<u>Section 4.1 Membership</u>. Initially, the person(s) who serve as incorporators of the Association shall be the member(s) (the "Initial Member(s)") of the Association. The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State and this Declaration has been recorded with the Johnson County, Indiana Recorder, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. At such time as these Articles of Incorporation are accepted by the Indiana Secretary of State and this Declaration has been recorded with the Johnson County, Indiana Recorder, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. At such time as these Articles of Incorporation are accepted by the Indiana Secretary of State and this Declaration has been recorded with the Johnson County, Indiana Recorder, then each Owner of each Lot in Legendary Ridge at Eagles Landing Subdivision ("Legendary Ridge"), as provided in the Declaration, shall be and become a Member of the Association for so long as the Member owns a Lot in Legendary Ridge and shall remain as a member of the Association for so long as the Owner owns the Lot. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of membership, with the voting rights hereinafter set forth and provided for:

<u>Class A</u>. Class A members shall be all Owners of Lots in Legendary Ridge, and specifically including The Estates at Franklin LLC, the Declarant, as to all Lots owned by Declarant, from time to time. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Until the Applicable Date, the Class A members will not have any voting rights, except as expressly provided in this Declaration or the By-Laws.

<u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the Applicable Date occurs. The Class B Membership shall cease on the Applicable Date.

<u>Section 4.3 Board of Directors</u>. Until the Applicable Date, the Declarant shall elect a Board of Directors for the Association, as may be prescribed by the Association's Articles and By-Laws. Upon the Applicable Date, the Owners, as the Class A Members, shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association prior to the Applicable Date.

<u>Section 4.4 Professional Management</u>. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to self-manage the Property and to perform all or any of the functions of the Association until the expiration of the Development Period. The

Declarant may designate a Managing Agent for the Property to perform all or any of the functions of the Association until the expiration of the Development Period, and accordingly Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions. In any case, Declarant or such Managing Agent, shall be entitled to reasonable compensation for its services. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by Declarant, with or without cause and without payment of any termination fee, upon written notice of sixty (60) days or less.

<u>Section 4.5 Suspension of Voting Rights</u>. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 4.6 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

(a) Maintenance, repair, and replacement of the Common Areas, including any and all improvements thereon, as the Association deems necessary or appropriate.

(b) Maintenance, repair, and replacement, and including making lease payments, of any street lighting located within the street right-of-way or within an appropriate easement along a street within the Property.

(c) Installation and replacement of any and all improvements, signs, lawn, foliage, and landscaping in and upon the Common Areas or Landscape Easements as the Association deems necessary or appropriate.

(d) Maintenance, repair, and replacement of any entrance streetlights and any street signs located on the Property.

(e) Maintenance, repair, and replacement of the drainage, sanitary sewer, and storm sewer systems located in and upon the Property as the Association deems necessary or appropriate. Nothing herein shall relieve or replace the obligation of each Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on such Lot free from obstructions so that the storm water drainage will be unimpeded.

(f) Maintenance of Lake water so as not to create stagnant or polluted waters affecting the health and welfare of the community.

(g) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverages required under this Declaration.

(h) Assessment and collection from the Owners of all Assessments and payment of all Common Expenses.

(i) Performing or contracting for Property or Association management, snow removal, Common Area maintenance, trash removal, or other services as the Association deems necessary or advisable.

(j) Enforcement of the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable.

Section 4.7 Powers of the Association The Association may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, in each case as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special Assessments or other charges or fines against any Owner or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

<u>Section 4.8 Non-Liability of Directors and Officers.</u> The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association. except in their capacity as Owners.

<u>Section 4.9</u> Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorney's fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit, or proceeding, or in connection with any appeal thereof or to enforce the indemnity rights contemplated hereby except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any such action, suit, or proceeding, unless it shall be adjudged in such action, suit, or proceeding that such Indemnite rendered in any such action, suit, or proceeding, unless it shall be adjudged in such action, suit, or proceeding that such Indemnite rendered in any such action, suit, or proceeding, unless it shall be adjudged in such action, suit, or proceeding that such Indemnite rendered in any such action, suit, or proceeding, unless it shall be

proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director of officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any accountant, attorney, or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof. In addition, no director or officer shall be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend any meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this section.

ARTICLE 5

Covenant for Assessments

<u>Section 5.1 Creation of the Lien and Personal Obligation of Assessments</u>. Each Owner of any Lot by acceptance of a deed therefore (except Declarant and Builders, as more specifically provided in Section 5.6 below), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments, payable monthly, for all maintenance, repairs, or replacements made or undertaken by the Association; all ordinary operating expenses; all Common Expenses; all expenses incurred for any other purposes that are provided for in this Declaration, and including Section 5.2; and such other charges and expenses as the Association is entitled to include in Annual Assessments; and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance, repairs, or replacements, as provided for in this Declaration.

Such Assessments shall be established, shall commence upon such dates, and shall be collected as hereinafter provided. All such Assessments, together with late fees, costs, and reasonable attorneys' fees, shall be a charge on each Owner's Lot and there shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such Assessments shall have been recorded in the office of the Recorder of Johnson County, Indiana. No charge, lien, or Assessment shall

be levied by the Association or individual Lot Owners against the Declarant. The Declarant shall not be liable for paying any Annual Assessments or Special Assessments to the Association for any Lots owned by Declarant, or its designated successor developer, as more fully explained and set forth in Section 5.6. The Annual Assessments and Special Assessments levied or otherwise declared and established by the Association shall be uniform for all Lots in the Property.

Section 5.2 Purpose of Annual Assessments. The Annual Assessment determined and levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in or reasonably inferred by this Declaration, including, without limitation, for purposes of paying for the costs of maintaining, repairing, and replacing Common Area and other capital improvements; the costs of insurance; the costs incurred in property management; the costs assessed against the Association by any of the other Eagles Landing Associations; the costs incurred for the establishment of recreational activities and facilities for the enjoyment of Owners; the costs incurred for the performance of the obligations and duties of the Association; the costs incurred for the performance of the obligations and duties of the Association; the costs and expenses as are approved by the Association or the Board of Directors of the Association. A portion of the Annual Assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing for maintenance, repair, and replacement of the Common Area and other capital improvements which the Association is required to maintain.

Section 5.3 Annual Assessment Provisions.

(a) <u>Amount</u>. The Board of Directors shall fix the amount of the Annual Assessments and shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The Annual Assessments shall be payable monthly in advance. Said Annual Assessments shall be calculated and determined based on a calendar year. Said Annual Assessments shall commence to become due and payable for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant or a Builder, and if said closing does not occur on the first day of a month, then the monthly amount due for the month of closing shall be prorated. For each calendar year, the first monthly payment of the Annual Assessment will be due on January 1st of said calendar year, and then shall be subject to collection and late charges beginning on the 10th day of the month for the payment due on the 1st day of that month.

(b) <u>Method of Adoption of the Annual Assessment Prior to Applicable Date</u>. Prior to the Applicable Date, the Board of Directors shall have the right, power, and authority to fix the amount of the Annual Assessment, without any vote of the Members of the Association, at an amount that is not in excess of the "Maximum Regular Assessment," as more specifically hereinafter set forth and defined as follows:

(i) Commencing upon the date of the conveyance of the first Lot to an

Owner for residential use, who is thus not the Declarant or a Builder, until December 31 of that calendar year (the "First Calendar Year of Assessment"), the Maximum Annual Assessment on any Owner of a Dwelling Unit shall not exceed Seventy Five Dollars per month.

(ii) From and after the end of the First Calendar Year of Assessment, the Maximum Regular Assessment may be increased by the Board of Directors, provided such increase is not more than twenty percent (20%) above the Annual Assessment that was in effect for the previous calendar year. Any increase proposed by the Board of Directors that is more than twenty percent (20%) above the Annual Assessment that was in effect for the previous calendar year may only be made with the affirmative vote of 51% of the Class A Members, with such vote to be counted at a duly called meeting of the Class A Members of the Association duly noticed and called for that purpose.

(iii) Specifically, from and after the end of the First Calendar Year of Assessment, the Board of Directors may fix the Annual Assessment at an amount in excess of the allowed twenty percent increase to the Annual Assessment in effect for the prior calendar year, as specified in subparagraph (ii) above, only with the approval of a majority of the Class A Members who cast votes in person or by proxy at a meeting of the Class A members of the Association duly called for such purpose.

(iv) Written notice of Annual Assessments shall be sent to every Owner subject thereto, and each said Owner shall be obligated to timely pay such Annual Assessment.

(c) <u>Method of Adoption of the Annual Budget and Annual Assessment After the Applicable Date</u>. After the Applicable Date, the Annual Assessment shall be determined by the Board of Directors of the Association based on an annual budget for each calendar year that will be determined by the Board of Directors of the Association. Said annual budget shall reflect the estimated revenues and expenses for the budget calendar year, and the estimated surplus or deficit as of the end of the current budget calendar year. The Association shall provide each Owner with: (1) a copy of the proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget; or (2) written notice that a copy of the proposed annual budget, is available upon request at no charge to the Owner. After all of the foregoing has taken place, the Association shall hold a meeting pursuant to the following subsection (d).

(d) <u>Association Meeting to Approve the Annual Budget and the Annual Assessment.</u> After the Applicable Date, and subject to subsection (e) below, the Association's proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget, shall be approved at a meeting of the members of the Association by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Articles of Incorporation, and the By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Articles of Incorporation, or the By-Laws.

(e) <u>Power of the Board to Adopt a Budget in the Absence of a Quorum</u>. If

the number of members in attendance at the meeting held under subsection (d) above does not constitute a quorum as defined in the By-Laws of the Association, the Board may adopt a proposed annual budget for the Association for the ensuing year, together with the Annual Assessment that is based on said proposed annual budget, in an amount that does not exceed one hundred twenty percent (120%) of the amount of the last approved Association annual budget, and the Annual Assessment that is based on said proposed annual budget approved Association annual budget.

Section 5.4 Special Assessments. In addition to the Annual Assessments authorized above, the Association or Declarant may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or to recover any operating deficits which the Association may from time to time incur; provided, however, that after the Applicable Date such assessment shall have the assenting vote of more than fifty percent (50%) of the total possible votes that may be cast by members of the Association. The votes shall be cast either in proxy or in person at a meeting duly called for such purpose. Written notices for such meetings shall be sent and voting quorums shall be required as set forth in the By-Laws of the Association. In addition, as provided for in this Declaration and any Plats in the chain of title to the Real Estate, certain Lots may be subject to Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and subject to Landscape Easements (collectively the "Special Assessment Easements"). The Owners of any Lot subject to such Special Assessment Easements shall be required to keep the portions of said Special Assessment Easements encumbering such Lot in the condition required by said Special Assessment Easements, such as free from obstructions so that storm water drainage will not be impeded or altered and free from structures or improvements that would impair the use and/or purpose of such Special Assessment Easements. Upon notice from the Association that an Owner has impaired any such Special Assessment Easement and setting forth the relief requested, the Owner shall have a period of thirty days to comply. If the Owner shall not have commenced and diligently and continuously effected the requested cure thirty days after the date of the written notice, then the Declarant or the Association may enter upon such Lot and effect such cure as is required to abate the impairment of the Special Assessment Easement, and including but not limited to removal of any obstruction of storm water drainage or any removal of a prohibited structure or improvement. In such event, the Declarant or Association shall be entitled to recover the full cost of such work against the offending Owner, and such amount shall be deemed a Special Assessment against said Lot owned by such Owner which, if not timely paid in ten days, shall constitute a lien against such Lot and may be collected by the Association in the same manner as any other Annual Assessment or Special Assessment may be collected.

The due dates for all Special Assessments, and the assessment and collection period (i.e.., annual, monthly, lump-sum, or otherwise) for any Special Assessment shall be established by the Board of Directors of the Association
<u>Section 5.5 Rates of Assessment</u>. Each Lot shall be assessed an equal Annual Assessment and Special Assessment, excepting only any proration for ownership during only a portion of the Assessment period.

Section 5.6 Lots Owned by Declarant or Builder. Neither the Declarant nor any Builder shall be liable to pay any Annual Assessment on any Lot owned by Declarant or Builder until such time as a Dwelling Unit has been constructed upon such Lot by Declarant or a Builder and said Lot has been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or an entity for use as a residential Dwelling Unit. In lieu thereof, and for purposes of avoidance of doubt, the Declarant and Builder shall pay all costs with respect to maintaining said Lot in the condition required by this Declaration.

Section 5.7 Date of Commencement of Annual Assessments and Special Assessments: Due Dates. The obligation of all Owners to timely pay the Annual Assessments and Special Assessments provided for herein shall commence as to each Lot within the Legendary Ridge Subdivision on the date of the Closing of the conveyance of such Lot by the Declarant to an Owner (other than Builder) or on the date of the Closing of the conveyance of such Lot by a Builder to an Owner. If the Closing does not occur on the 1st day of a month, then the monthly amount payable will be prorated as of the date of Closing. The Annual Assessment shall be payable monthly in advance for each month of the calendar year. The due dates for all Special Assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge up to and including \$150.00, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of Assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Failure of Owner to Pay Assessments. Except for Declarant and its designated successors or any Builder, no Owner may exempt himself or herself from paying Annual or Special Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Annual and Special Assessments and all other charges that become due and payable to the Association as provided for in this Declaration. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse, or neglect to make any payment of any Annual or Special Assessments when due, then a lien for such Assessment shall ipso facto be granted by said Owner to the Association on the Owner's Dwelling Unit and/or Lot, and said lien may then be foreclosed by the Board of Directors and/or the Association for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Annual or Special Assessments within ten (10) days after such are due, the Board of Directors and/or the Association, in its discretion, may in addition to any other remedy herein provided for or otherwise available in law and/or equity:

a. impose a uniform monthly late charge, which will be considered an addition to the

Annual or Special Assessment, in an amount to be determined by the Board;

- b. accelerate the entire balance of the unpaid Annual or Special Assessments for the remainder of the calendar year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- c. suspend such Owner's right to use the recreational facilities within the Property or owned by any of the other Eagles Landing Associations as provided in the Indiana Nonprofit Corporations Act of 1991, as amended, or in any applicable Declarations; and
- d. suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporations Act of 1991, as amended.

In any action to foreclose the lien for any Annual or Special Assessments, the Owner and any occupant of the Unit shall be jointly and severally liable for the payment to the Association of all amounts due to the Association under this Declaration, together with the reasonable rental for such Unit from and after the date any Annual or Special Assessment was not timely paid until such time as such Annual or Special Assessment and all other charges and costs for which the Owner is responsible has been paid in full to the Association. In addition, the Owner hereby expressly stipulates and agrees that the Association shall be entitled to the appointment of a receiver for the Owner's Lot for purposes of preserving the Lot and the Dwelling Unit constructed on said Lot and for purposes of collecting the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual or Special Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect any unpaid Annual or Special Assessments or in any action to recover any unpaid Annual or Special Assessment, regardless of whether litigation is initiated, the Board of Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the Unit, not only the delinquent Annual or Special Assessments, but also all unpaid rents for such Unit, all late charges imposed, all court costs, and all other costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association or the Managing Agent for administering, monitoring, or processing delinquent Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment, or any installment of an Assessment, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter. In addition, the Board of Directors shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

<u>Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer</u>. The lien of the Annual and Special Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu

thereof shall extinguish the lien of all Assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof and, notwithstanding the first sentence of this Section, the sale or transfer of any Lot shall not affect the lien of any Annual or Special Assessments becoming due subsequent to the date of such sale or transfer, except to the extent that a purchaser may be protected against the lien for prior Assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such Assessments have been paid.

<u>Section 5.10 Approval of Certain Contracts; Meeting; Vote by the Members</u>. Following the Applicable Date, the Board of Directors may not enter into any contract that would result in a Special Assessment or in the increase in the existing Annual Assessment payable by the affected Owner of more than five hundred dollars (\$500) per calendar year for each affected Owner unless: (1) the Board holds an Association meeting of the Owners concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Owners. The Board shall give notice of such Association meeting to each member of the Association at least ten (10) calendar days before the date the meeting occurs.

The provisions in this Section do not apply to a contract entered into by a Board that would resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law.

<u>Section 5.11 Borrowing Money; Approval by the Members</u>. The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of:

- a. five thousand dollars (\$5,000) during any calendar year; or
- b. if the Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association;

unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this Section shall apply to money borrowed by the Association that is needed to: (a) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (b) address an emergency that affects the public health, safety, or welfare.

ARTICLE 6

Use, Restrictions, and Architectural Control

<u>Section 6.1 Lot Use and Conveyance</u>. All Lots shall be used exclusively for single family detached residential purposes, and including the right to rent Units for residential purposes as more specifically provided for in this Declaration, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and/or benefits. Any Lot or portion thereof so designated for common use or benefit shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the covenants, conditions, and restrictions contained herein and all other covenants, conditions, and restrictions of record.

Section 6.2 Architectural Control. No Dwelling Unit, building, mailbox, fence or fencing, satellite dish, in-ground pool, patio, wall, or other structure, except original construction of Dwelling Units by the Declarant, shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein other than by the Declarant be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same, together with the Builder proposed to be engaged to build the Dwelling Unit, shall have first been submitted to and approved in writing by the Declarant until the end of the Development Period, and thereafter by the Board of Directors of the Association or any Architectural Committee appointed by the Association. After the Development Period, the Board of Directors may appoint three (3) representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a Dwelling Unit shall be deemed a change thereto and shall require the approval thereof as above provided. However, there shall be no such approval of the planting of hedges, the installation of walls, fences, structures and/or other improvements prohibited under Section 3.7 and 3.8 above, and any such approval shall be null and void. In the event that written approval is not received as required hereunder within forty-five (45) days after complete plans and specifications and other required submittals have been provided, then the request for approval shall be deemed denied.

Declarant, the Association, and any members of the Architectural Committee (the "<u>Reviewing</u> <u>Authority</u>") shall exercise discretion in the performance of their duties consistent with the provisions hereof, and with a view to assuring the preservation of the value of the Property and all Lots, the harmonious relationship among Dwelling Units, the aesthetic appeal of the Subdivision, the use of high-quality and aesthetically pleasing materials, and the natural vegetation and topography of the Subdivision. Accordingly, and not by way of limitation, the finished exterior of every Dwelling Unit shall be of material consisting of stone, brick, and other approved materials with minimum quality standards to be developed and approved by the Reviewing Authority and all Dwelling Units shall have as a minimum requirement an enclosed, attached two car garage that is at least 22 feet wide by 24 feet deep and at least thirty feet deep from front property line so that vehicles are not parked on sidewalks. Every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of such discretion by Declarant, the Association, and any members of the Architectural Committee, hereinafter referred to as the Reviewing Authority. In any judicial proceeding challenging a determination by the Reviewing Authority, and in any action initiated to enforce this Declaration in which an abuse of discretion by the Reviewing Authority is raised as a defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Declarant, the Association, and any members of the Architectural Committee could only conclude that such determination constituted an abuse of discretion.

The Reviewing Authority may inspect work being performed without the Owner's permission in order to assure compliance with these restrictions and applicable regulations.

<u>Section 6.3 Specific Provisions Pertaining to Architectural Committee.</u> The following specific provisions shall govern the Architectural Committee provided for in this Declaration, to wit:

6.3.1 <u>Creation.</u> There shall be, and hereby is, created and established an Architectural Committee to perform the functions provided for herein. At all times during the Development Period, the Declarant shall serve as and shall constitute the Architectural Committee, provided however during said Development Period the Declarant may, in Declarant's sole discretion, appoint three (3) members to constitute an Architectural Committee, which members appointed by Declarant shall be subject to removal by Declarant at any time with or without cause. After the end of the Development Period, the Architectural Committee shall be a standing committee of the Association, consisting of three (3) persons, who shall be appointed, from time to time by the Board of Directors of the Association. At least two of the three persons appointed by the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Committee upon a majority vote of the members of the Board of Directors.

6.3.2 <u>Purposes and Powers of Architectural Committee.</u> The Architectural Committee shall review and approve the builder, design, appearance and location of all Dwelling Units, structures, or any other improvements placed or modified by any person on any Lot and the substantial installation, alteration, and removal of any trees, bushes, shrubbery, and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Property and this Subdivision; the harmonious relationship among Dwelling Units and Lots; the use of high-quality and aesthetically pleasing materials; and the natural vegetation and topography of the Subdivision.

(i) <u>In General.</u> No residence, building, structure, antenna, swimming pool, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Committee. Such approval shall be obtained only after written application has been made to the Architectural Committee by the Owner of the Lot requesting

authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Committee and, in the case of construction or placement of any Dwelling Unit, structure, or improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed Dwelling Unit, structure, or improvement. Such plans shall include plot plans showing the location of the Dwelling Unit and all structures or improvements existing upon the Lot and the location of the Dwelling Unit, structures and improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) <u>Power of Disapproval.</u> The Architectural Committee may refuse to approve any application (an "Application") made to it when:

(a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the requests set forth in the Application to be in violation of any of the terms of this Declaration, the Plat, any Development Standards, Covenants, or any other Restrictions applicable to any part of the Property, and including the Lot for which the Application has been submitted;

(b) The design or color scheme of an Application is not in harmony with the general surroundings of the Lot or with the adjacent Dwelling Units or related improvements; or

(c) The Application, in the opinion of the Architectural Committee, would not

preserve or enhance the value and desirability of the Property or the Subdivision or would otherwise be contrary to the interests, welfare, or rights of the Declarant or any other Owner.

(iii) <u>Rules and Regulations.</u> The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Committee for the submission and approval of Applications.

6.3.3 <u>Duties of Architectural Review Committee.</u> If the Architectural Committee does not approve an Application within forty-five (45) days after all required information on the Application shall have been submitted to it, then such Application shall be deemed denied. One copy of submitted material shall be retained by the Architectural Committee for its permanent files.

6.3.4 <u>Liability of the Architectural Review Committee.</u> Neither the Architectural Review Committee, the Association, the Developer, nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with an Application or for any decision made by it, unless made in bad faith or by willful misconduct. Neither the Declarant, the Association, any members of the Architectural Committee, nor any agent thereof, shall be liable in any way for costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it. Further, the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction, engineering, and surveying advise and should request inspections on each Lot prior to proposing construction.

6.3.5 <u>Inspection</u>. The Architectural Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Declaration and may require any work not consistent with an approved Application or an Application that has not been approved, to be stopped and removed at the offending Owner's expense.

<u>Section 6.4 Lease or Subletting of Dwelling Unit by Owners</u>. For the purpose of fostering and facilitating the congenial and residential character of Legendary Ridge Subdivision and for the further purpose of protecting the Owners by fostering and/or promoting financially responsible residents for the Lots, the lease or sublease of any Dwelling Unit by any Owner or other party in interest shall be subject to the following conditions and restrictions:

(a) No Owner shall lease or sublet his or her Dwelling Unit or enter into any other rental or letting agreement or arrangement for his or her Dwelling Unit for a term of less than three hundred sixty-five (365) days. In any event, an Owner desiring to rent his Unit shall use the lease form which has been approved by the Reviewing Authority, if any, and a copy of such lease shall be provided by the Owner to the Reviewing Authority promptly after execution thereof.

<u>Section 6.5 Animals</u>. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas or elsewhere on the Property, except as hereinafter expressly provided for. Notwithstanding the foregoing, pet dogs, cats, or other customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its Owner. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his or her pet. Electric or invisible fences are permitted, provided that they are fully effective. Pet leavings not on an Owner's Lot must be picked up immediately by the pet's Owner and disposed of in a proper receptacle. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Association, is causing or creating a nuisance or other unreasonable

disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Association to the respective Owner to do so.

Section 6.6 Outside Storage. All garbage, trash, and refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash, and refuse shall be placed in sealed, disposable plastic bags or other containers approved by the Association for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Association. In no event shall any burning of any garbage or refuse be allowed.

<u>Section 6.7 Front Setback Lines</u>. Front Building setback lines are hereby established as shown on the Plat and Development Standards for the PUD Zoning for this Subdivision. Between such Front Building setback lines and the right-of-way lines there shall not be erected, placed, or altered any Structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

<u>Section 6.8 Side and Rear Setbacks</u>. The minimum side yard and minimum rear yard setback requirements shall be those established by the applicable zoning and subdivision control ordinances, subject to variances granted to Declarant by applicable zoning authorities, and all Owners shall comply therewith.

<u>Section 6.9 Temporary Structures and Outbuildings</u>. No structure of a temporary character, tent, shack, basement (other than as part of a Dwelling Unit constructed on a Lot), detached garage, barn, storage shed, mini-storage barn, playground equipment, or other out-building or freestanding detached Structure shall be allowed, erected, placed, or constructed upon any Lot.

<u>Section 6.10 Inoperative Motor Vehicles and Motor Vehicle Repair</u>. No inoperative motor vehicles shall be allowed to remain on a Lot, and no inoperative motor vehicle shall be parked in any driveway or on any street that is part of the Eagles Landing PUD. No tires or parts or accessories for motor vehicles shall be allowed to be visible on a Lot and must be kept inside a garage. The repair of motor vehicle becoming inoperative or any material alteration of motor vehicles shall not be permitted on any Lot, unless entirely within a garage permitted to be constructed per the terms of the Declaration.

<u>Section 6.11 Nuisances</u>. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, inconvenience or cause damage to other Owners and/or occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, unreasonable noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or loud persons. Any structure or building permitted to be constructed on any Lot, which may be all or in part destroyed by fire, wind, storm, or any other cause, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be promptly removed within a reasonable time after any such occurrence. It shall be the responsibility of each Owner to prevent the development or occurrence of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. Nothing which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of any Lots or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation shall be permitted in the Property.

<u>Section 6.12 Permitted Uses</u>. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed, as well as the provisions of this Declaration, the Plats, the By-Laws, and the rules and regulations adopted by the Board of Directors of the Association.

Section 6.13 Drains and Vents. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 6.14 Residential Use and Architectural Requirements. Lots may be used only for residential purposes and only for single-family dwellings. All Lots in this Legendary Ridge Subdivision shall be designated as residential Lots.

<u>Section 6.15 Size</u>. Subject to any further restrictions imposed by any recorded Development Standards, every single-family dwelling erected, placed, altered or maintained on any Lot shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

<u>Section 6.16 Unsightly Objects</u>. In order to maintain the standards of the Property, no refuse pile, debris, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any portion of the Property. Failure to comply shall warrant the Declarant or the Association to clear the refuse from the Property at the expense of the Owner thereof, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association and/or the Declarant may file suit and recover such amount, together with reasonable attorneys' fees and costs of collection.

<u>Section 6.17 Site Visibility</u>. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) feet and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points forty (40) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of any driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front setback line and the street curb.

Section 6.18 Vehicles. No trucks larger than one ton in payload size, boats, campers, trailers of any

kind, buses, mobile homes, motor cycles, golf carts, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be parked or stored anywhere within the Property outside of an enclosed garage, provided however, the foregoing restriction shall not prevent the parking of motor homes and recreational vehicles in a driveway for a period not exceeding 24 hours for loading and unloading. The foregoing restriction shall not prevent the parking or storage of such vehicles that are completely enclosed within a garage. No vehicles shall be parked overnight on any street that is part of the Eagles Landing PUD.

<u>Section 6.19 Sign Limitations</u>. No signs, except for one sign displayed in the window of a Dwelling Unit or displayed on the front of a Lot that is limited in size to 20 inches by 30 inches containing the words "for sale," "for rent" or "for lease" and indicating the name of the seller, seller's agent, or lessor and a phone number, shall be allowed. No other window or advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit, without the prior consent of the Association, provided, however, that the right is reserved by the Declarant and the Association to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Dwelling Units.

Section 6.20 Lakes; Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon a shoreline that is not within a Common Area owned by the Association or owned by any of the other Eagles Landing Associations. Any such use of a Lake, if any, shall also be subject to the rights of the Declarant, the Association, any of the other Eagles Landing Associations, or their employees, heirs, successors and assigns as set forth in this Declaration or any other recorded Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation change to any Lake level, earth disturbance resulting in silting, or any other conduct which could result in an adverse effect upon water quality, drainage, or proper Lake management, except as provided in the applicable Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property or which exist on other property that may be owned by any of the other Eagles Landing Associations. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

<u>Section 6.21 Rules and Regulations</u>. All Owners and members of their families, their guests, or invitees; all occupants of any Dwelling Unit; and all other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by this Declaration and by such other or additional rules and regulations as may from time to time be promulgated and issued by the Association governing the operation, use and enjoyment of the Dwelling Units and the Common Area.

Section 6.22 Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and the construction and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect, and maintain such facilities or structures upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and the construction and sale of the Lots. Such facilities or structures which Declarant or any Builder shall be entitled to construct, install, erect and maintain may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices, and business offices.

Section 6.23 Outside Use of Lots. No fences, hedges, walls or other improvements shall be erected or maintained upon any Lot without the prior, written approval of the Declarant, the Association, or any Architectural Committee. Above ground swimming pools are prohibited on the Property. No portable or permanent basketball goals, trampolines, playground equipment, playsets, or sandboxes shall be permitted.

<u>Section 6.24 Mailboxes</u>. Any mailboxes must be approved by the Reviewing Authority as to size, location, height, and composition before it may be installed. A standard mailbox design will be established by the Reviewing Authority. Address numbers shall be permanently affixed on each mailbox in a manner consistent with the requirements of the Reviewing Authority. Mailbox placement may be undertaken without special review if the proposed type and placement conforms to the standard design.

<u>Section 6.25 Yard Lights</u>. Declarant shall during the Development Period, and thereafter the Board of Directors of the Association shall, determine the uniform location of yard lights or coach lights. The yard light or coach light thereafter shall be maintained in proper working order by the Owner of each Lot.

<u>Section 6.26 Notice of Zoning Development Standards</u>. Notice is hereby given that certain written requirements and standards were promulgated in connection with the zoning of all or part of the Property (hereafter "Development Standards"). All restrictions and prohibitions contained in said Development Standards are incorporated herein by this reference. Unless and until such Development Standards are vacated or released per their terms, the Owners and the Association shall comply with all of the terms and conditions thereof. The Property shall be subject to the Development Standards; to all covenants, conditions, easements, restrictions and limitations of record; and to all governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

<u>Section 6.27 Occupations</u>. No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property, except for those home occupations permitted by applicable zoning regulations.

Section 6.28 Fences and Landscaped Screening. The Declarant, the Association, and/or any Architectural Committee, prior to any installation, must approve any fencing and landscaped screening proposed for a Lot. It is the goal to keep all fencing or landscaped screening harmonious with the architectural character of the Property and the Legendary Ridge Subdivision. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. No perimeter fence will be approved which is on the property line or outside perimeter of a Lot. The Reviewing Authority may only consider for approval fencing that encloses in-ground pools or patios. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Reviewing Authority when reviewing fences and landscaped screening for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Reviewing Authority, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Reviewing Authority. Installed fences may be inspected by the Reviewing Authority after completion in order to ensure that the fence is of a professional quality, and final approval of such fences shall be deemed withheld until completion of this final review. All fences and landscaped screenings shall be kept in good condition and repair by the Owner, unless the Association determines that the landscaped screening will be kept in good repair and condition by the Association.

For purposes of avoidance of doubt, the Reviewing Authority must approve all fencing or landscaped screening materials, design, and location that is intended to occur both during and after the initial construction of a Unit. The Reviewing Authority will consider for approval fence or landscaped screening materials, design, and location on an individual basis. The exact location, material, color, and height of the proposed fence or landscaped screening, together with a rendering or photograph thereof, shall be submitted to the Reviewing Authority for written approval at least thirty (30) days prior to proposed construction. If, however, approval has not been received by applicant in writing within forty-five (45) days after submittal, then said request shall be considered DENIED.

<u>Section 6.29 Animal Kennels</u>. Animal kennels, doghouses, cages, runs, or stakes may not be placed inside any patio/courtyard area, outside of the Dwelling Units, or on any Common Area.

<u>Section 6.30 Driveways</u>. All driveways shall be concrete, unless otherwise approved by the Reviewing Authority. Any modifications (i.e. color changes, stamping) must be approved by the Reviewing Authority.

<u>Section 6.31</u> <u>Diligence in Construction and Landscaping</u>. Every Dwelling Unit constructed on a Lot shall be completed within nine (9) months after the beginning of such construction, subject to force majeure events. No structure or improvement that has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. In addition, within sixty (60) days following completion of a Dwelling Unit on a Lot, the Owner shall complete the approved landscaping for the Lot, weather permitting.

Section 6.32 Right of Entry. All Owners and occupants of a Dwelling Unit shall be deemed to have

granted the right of entry thereto to the Association, and including any Managing Agent of the Association or any other person authorized by the Board, in case of any emergency originating in or threatening a Dwelling Unit, whether the Owner is present at the time or not, for purposes of addressing what is presented as an emergency.

ARTICLE 7

Maintenance, Repairs, and Replacements

Section 7.1 By Owners. Each Owner shall be responsible for the maintenance, repair, and replacement of all portions of said Owner's Dwelling Unit and Lot which are not the responsibility of the Association under Section 7.2 of this Declaration. Accordingly, each Owner shall make all such repairs, undertake all such maintenance, and make all such replacements as shall be necessary in order to keep and maintain those parts and components of the Owner's Dwelling Unit and Lot, which are not the responsibility of the Association under Section 7.2, in good condition and repair and in an aesthetically pleasing appearance, which shall include, but not be limited to responsibility for all fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located; the foundation; all windows and window components; all doors (including garage doors); courtyards/patios; sidewalks; driveways; fencing or privacy screens; internal water lines, plumbing, electric lines, and gas lines; all appliances; and all other fixtures, equipment, and accessories belonging to the Owner and a part of or appurtenant to said Owner's Dwelling Unit or Lot. In addition, each Owner expressly covenants and agrees to keep the grass on the Lot properly cut and mowed and free of weeds and otherwise neat and tidy and attractive in appearance and keep all landscaping materials and beds free of weeds, neat and tidy and attractive in appearance. Each Owner further covenants and agrees to remove any dead trees located on said Owner's Lot. Each Owner further covenants and agrees to promptly perform such other maintenance, repairs, and replacements in and to said Owner's Lot and Dwelling Unit, not the responsibility of the Association under said Section 7.2, which if neglected might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association or present an unsightly appearance.

Section 7.2 Common Areas and Maintenance by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area;

(ii) Maintenance of the entry signs, permanent subdivision identification signs, and landscaping installed by the Declarant or Association in any Common Area, Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement, or similar easement; and

(iii) The maintenance of any street lights which are installed by the Declarant or by the Association and which are not located upon any Lot.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to maintain, repair, or replace any of the Common Area owned by the Association, in the event that due to the willful, intentional, or negligent acts or omissions of an Owner or a member of an Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association or to any of the portions of the Lots for which the Association is responsible under subparagraph (a) above, then such Owner shall pay for such damage and for all such maintenance, repairs, and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the Assessment to which the Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors, and any Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be appropriate in the discretion of the Association, the Board of Directors, or any Managing Agent in connection with assessing the need for and then performing any maintenance, repairs, or replacements of or to the Common Area owned by the Association or those portions of the Property as provided in subparagraph (a) above, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE 8

Insurance and Restoration Responsibilities

<u>Section 8.1 Liability Insurance</u>. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, any

public ways, and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association may procure blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any Management Agent that handles funds for the Association may be covered by its own fidelity bond, which would provide the same coverage required of the Association. The Association shall be named as an additional obligee in any Management Agent's bond. Any fidelity bond shall cover the maximum funds that will be in the custody of the Association or its Management Agent at any time while the bond is in force. In addition, the fidelity bond coverage should cover at least one (1) years' Assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

<u>Section 8.3 Miscellaneous Insurance Provisions</u>. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, casualty insurance covering any insurable Common Area or other improvements and/or structures owned by the Association, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable, or appropriate. Such insurance coverage may also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors, and any Management Agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

<u>Section 8.4 Casualty and Restoration</u>. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Notwithstanding any provision to the contrary elsewhere contained and for purposes of avoidance of doubt, each Owner shall be solely responsible for loss or damage to the Owner's Dwelling Unit, any other improvements on the Owner's Lot, and all of the contents of or in the Dwelling Unit, however caused, and the Owner's other personal property stored elsewhere within the Property. The Association shall have no liability to any Owner for any loss or damage to a Dwelling Unit, any other improvements on an Owner's Lot, the contents of or in any residence or Dwelling Unit owned by the Owner, or any Owner's personal property stored elsewhere within the Property, however caused. At all times, each Owner shall obtain his or her own insurance to cover such loss and risk. Such casualty

insurance coverage shall be for full replacement cost, subject to a reasonable deductible, to provide sufficient proceeds to fully replace a Dwelling Unit damaged or destroyed as a result of fire, earthquake, or any other casualty, to the way or condition in which such Dwelling Unit existed prior to such fire, earthquake, or other casualty. Each Owner may be asked to provide the Association with proof of insurance on an annual basis. The Association must also be listed as an "Additional Insured" (or its equivalent if an insurance company uses different terminology) on all of the Owner's policies that pertain to the Dwelling Unit. In no event will the Association or the Declarant maintain any insurance on any privately owned residence, Dwelling Unit, or structure, and neither the Association nor the Declarant shall have any liability to any Owner for any loss or damage to a Dwelling Unit or Lot, any improvement on a Lot, or to the contents of any residence, Dwelling Unit, building, or other personal property of any Owner. To the extent insurance proceeds are insufficient to pay for the full replacement of the Dwelling Unit after such fire, earthquake, or other casualty, the Owner shall nevertheless be obligated to fully replace the Dwelling Unit or other insured property, and to pay any cost thereof not covered by insurance proceeds.

<u>Section 8.5 Insufficiency of Insurance Proceeds Payable to Association for Common Area</u>. If any insurance proceeds received by the Association as a result of any fire or any other casualty, peril, or disaster to Common Area or other improvements or property owned by the Association is not adequate to cover the cost of repair and reconstruction of the Common Area or other improvements or property covered by such insurance, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements or property damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association, which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

<u>Section 8.6 Surplus of Insurance Proceeds Payable to Association</u>. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage to any Common Area or other improvements or property owned by the Association has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage to any Common Area or other improvements or property owned by the Association shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

ARTICLE 9

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association upon ten days advance written notice to the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance

policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

<u>Section 9.2 Notice to Mortgagees</u>. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid Assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its Bylaws, or any other applicable documents. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

<u>Section 9.3 Condemnation and Insurance Awards</u>. No provisions of this Declaration, or any amendment thereto, shall give any Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

<u>Section 9.4 Right of First Refusal</u>. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit.

<u>Section 9.5 Unpaid Dues or Charges</u>. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE 10

General Provisions

<u>Section 10.1 Right of Enforcement</u>. Subject to the requirements and provisions of the By-Laws concerning "Grievance Resolution Procedures", in the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated or in the Plats or any of the rules and regulations adopted by the Board of Directors of the Association or any of the other Eagles Landing Associations, then the Declarant, the Association, or any aggrieved Owner and all parties claiming under them shall have the right to enforce the same, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein or in the Plats, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

<u>Section 10.2 Delay or Failure to Enforce</u>. No delay or failure on the part of the Declarant, the Association, any of the other Eagles Landing Associations, an Owner, or any other aggrieved party to invoke any available remedy with respect to a violation of any one or more of the covenants, conditions, and restrictions in this Declaration or of the rules and regulations of the Association or of any of the other Eagles Landing Associations shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration or any such rules and regulations.

<u>Section 10.3 Severability and Waiver</u>. This Declaration shall be enforceable to the fullest extent permitted at law or in equity. Invalidation of any one of the covenants, restrictions, or provisions contained in this 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. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as an estoppel of that person to assert any right available to him upon the occurrence, recurrence, or continuation of any violation or violations of the restrictions.

<u>Section 10.4 Assignment</u>. Declarant may at any time assign some or all of its rights and obligations under this Declaration after written notice to the Board of Directors of the Association. Such assignment shall be effective after it is executed and recorded by Declarant with the Recorder of the County in which the Property is located. After such assignment is recorded with the Recorder of the County in which the Property is located, Declarant shall have no further obligations or liabilities under the Declaration with respect to the rights or obligations assigned.

<u>Section 10.5 Amendment</u>. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time may be amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property, and specifically including any Lots, together with their heirs, successors, assigns, and all parties closing a purchase under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Johnson County, approved by the then Owners' of at least seventy-five percent (75%) of the Lots (including Declarant or Builder) provided however, that none of the easements, rights, or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited in the paragraph immediately below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within six (6) years after the recordation hereof. Any amendment must be recorded.

Neither the Association, the Owners, or Declarant shall effect any of the following changes without the prior written approval of the then Owners of eighty percent (80%) of the Lots (including Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the

Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer within the meaning of this clause;

(b) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount that is at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

Section 10.6 Reserved Rights of Declarant to Amend Declaration. Notwithstanding any provisions of the Declaration, the Association Articles, the Association By-Laws, or any other document governing the development and administration of the Property to the contrary, until such time as the Declarant has sold all of the Lots, Declarant hereby reserves the right, so long as Declarant or any entity related to Declarant owns any Lot within the Real Estate, to make any technical amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Declarant, including without limitation, to bring Declarant or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto.

<u>Section 10.7 Assignment</u>. Declarant may assign or otherwise transfer any and/or all of its rights as Declarant in whole or in part upon written notice to the Board of Directors of the Association.

<u>Section 10.8 Condemnation, Destruction or Liquidation</u>. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements, or agreements for the handling of any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the Common Area owned by the Association. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders.

<u>Section 10.9</u>. <u>Controlling Document</u>. If there is any conflict between the provisions of this Declaration and any Plat of all or a part of Legendary Ridge Subdivision, the terms and provisions of this Declaration shall be controlling. If there is any conflict between the provisions of this Declaration and Articles of Incorporation or By-Laws of the Association, the terms and provisions of this Declaration shall be controlling. Conflict, as used herein, shall mean a situation where the

application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.

ARTICLE 11

EAGLES LANDING MASTER OWNERS ASSOCIATION INC AND LEGENDS OF INDIANA AMENITIES

Section 11.1 Membership in Eagles Landing Master Owners Association Inc. Each Owner shall automatically be and become a member of Eagles Landing Master Owners Association Inc, and shall remain a member of the Eagles Landing Master Owners Association Inc for so long as each Owner owns a Dwelling Unit.

<u>Section 11.2</u>. <u>Classes of Membership for Eagles Landing Master Owners Association Inc</u>. Eagles Landing Master Owners Association Inc shall have two (2) classes of membership, as follows:

(i) <u>Class A Members</u>. Class A members shall be all Class A Members of the Association, all Class A Members of Caledonia Park at Eagles Landing Owners Association Inc, all Class A Members of Rock Ridge Manor at Eagles Landing Inc, and The Estates at Franklin LLC. For purposes of clarity and avoidance of doubt, each Owner of a Lot in Caledonia Park Subdivision, Legendary Ridge Subdivision, and Rock Ridge Manor Subdivision is a Class A Member of the Association for that specific Subdivision in the Eagles Landing PUD, and where more than one person holds an interest in any Lot, all such persons shall be Members;

(ii) <u>Class B Member</u>. The Class B member shall be the Declarant, The Estates at Franklin LLC. . The Class B Membership will cease when Declarant has sold and no longer owns any Lots in Caledonia Park Subdivision, Legendary Ridge Subdivision, and Rock Ridge Manor Subdivision.

Section 11.3 Voting Rights of Classes of Membership for Eagles Landing Master Owners Association Inc.

(i) <u>Class A</u>. At such time as the Class B Membership in Eagles Landing Master Owners Association Inc. has ceased, then on all matters coming before Eagles Landing Master Owners Association Inc. the Class A members shall be entitled to one (1) vote. For purposes of clarity and avoidance of doubt, when more than one person holds an interest in any Lot, the vote for such Lot, and thus for the Class A Membership associated with that Lot, shall be determined among the Owners of that Lot, but in no event shall more than one vote be cast with respect to any Lot and the Class A Membership associated with that Lot.

(ii) <u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the date when the Class B Membership ceases.

<u>Section 11.3 Legends of Indiana Amenities</u>. Membership in the Association does not imply or confer any membership in the Legends of Indiana or any right to usage of any property owned by

Legends of Indiana. Use of the swimming pool and related facilities, golf courses and related facilities, the clubhouse, and any other Legends of Indiana facilities now or hereafter existing is restricted to holders of valid social or golf memberships (or other membership classes that may be established by Legends of Indiana from time to time) in accordance with the terms of such membership as granted by Legends of Indiana.

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IN WITNESS WHEREOF, The Estates at Franklin LLC, an Indiana limited liability company, has caused this Declaration to be executed as of the date first written above.

The Estates at Franklin LLC, , an Indiana limited liability company By:

Fred Paris, Manager

STATE OF INDIANA)) SS: COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Fred Paris, President and Manager of The Estates at Franklin LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Declaration of Covenants, Conditions, and Restrictions for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

_____, Notary Public

My Commission Expires:

(Printed)

My County of Residence is:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law.

Roger Curry

This instrument was prepared by and after recording return to: Roger Curry, P O Box 7, Whiteland, In 46184

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCK RIDGE MANOR AT EAGLES LANDING SUBDIVISION

III.

DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS

FOR

Rock Ridge Manor at Eagles Landing

A Subdivision located in Johnson County, Indiana

DECLARATION OF COVENANTS, CONDITIONS,

AND RESTRICTIONS FOR ROCK RIDGE MANOR AT EAGLES LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCK RIDGE MANOR AT EAGLES LANDING (Declaration") is made, dated, and executed effective as of the _____ day of _____, 2022 by The Estates at Franklin LLC an Indiana limited liability company ("Declarant").

RECITALS

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Johnson County, Indiana, which is more particularly described in <u>Exhibit "A"</u> (hereafter the "<u>Real Estate</u>") attached hereto and by this reference made a part hereof, upon which Declarant intends to develop a residential subdivision to be comprised of detached homes to be known as Rock Ridge Manor at Eagles Landing (the "Rock Ridge Manor Subdivision").

WHEREAS, Declarant desires to and will subdivide and develop the Real Estate in the Rock Ridge Manor Subdivision by creating those certain individual Lots, as hereinafter defined, as generally denoted and set forth on Exhibit B attached hereto and incorporated herein by this reference, all as hereinafter provided and set forth.

WHEREAS, the term "<u>Property</u>" shall hereafter mean and refer to the Real Estate which is being developed into the Rock Ridge Manor Subdivision.

WHEREAS, the Rock Ridge Manor Subdivision is a part of a Planned Unit Development known as the Eagles Landing PUD .

WHEREAS, before subdividing the Real Estate, Declarant desires to subject the Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each Owner of any part thereof.

WHEREAS, Declarant further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the Common Areas and certain other areas of the Property and of administering and enforcing the covenants, conditions, and restrictions contained in this

Declaration and the subdivision Plats of the Property as hereafter recorded in the office of the Recorder of Johnson County, Indiana and of collecting and disbursing Assessments and charges as herein provided.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article 2 below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and/or improved, are subject to the following covenants, conditions, and restrictions (the "<u>Restrictions</u>"), all of which are declared to be in furtherance of a plan providing for the improvement and sale of the Property and each Lot 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 of each of the Lots situated therein. The Restrictions 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 respective heirs, successors, and assigns and all other persons entitled to the use and enjoyment of the Property or any part or parts thereof.

As of the Effective Date, the Property consists solely of the Real Estate. The Owner and occupant of any Lots 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 or a subsequent Owner of such Lot or (ii) the occupancy of any Lot, shall accept such deed, execute such contract and/or occupy such Lot subject to each Restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or occupation of such Lot, each Owner or occupant acknowledges the rights and powers of Declarant and of the Association with respect to these Restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees to keep, observe and comply with the terms and conditions hereof.

ARTICLE 1

Name

The subdivision of the Property created by this Declaration, and including but not limited to the creation of the Lots, shall be known and designated as Rock Ridge Manor at Eagles Landing (hereinafter "Rock Ridge Manor Subdivision").

ARTICLE 2

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Act" means the Indiana Non Profit Corporation Act.

Section 2.2 "Applicable Date" means the date when the Declarant has sold and no longer owns any Lots.

<u>Section 2.3</u> "Architectural Committee" means the architectural review body established by this Declaration pursuant to Article 6 of this Declaration and all other references thereto in this Declaration.

<u>Section 2.4</u> "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

<u>Section 2.5</u> "Association" means Rock Ridge Manor at Eagles Landing Lot Owners Association Inc., an Indiana non-profit corporation, its successors and assigns.

Section 2.6 "Board of Directors" means the Board of Directors of the Association.

<u>Section 2.7</u> "Builder" means any person or entity engaged in and responsible for the original construction of a residence on a Lot (as hereinafter defined), and its successors and assigns, and including but not necessarily limited to ______, an Indiana limited liability company.

<u>Section 2.8</u> "By-Laws" mean the Code of By-Laws of Rock Ridge Manor at Eagles Landing Lot Owners Association Inc providing for the administration and management of the Association as required by and in conformity with the provisions of the Act and this Declaration. A true copy of the By-Laws is attached to this Declaration as "Exhibit C" and incorporated herein by reference.

<u>Section 2.9</u> "Common Area" means and includes: (1) those portions of the Property, including improvements thereto, together with all other facilities, structures, buildings, improvements, and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time, (2) any Lake Area as defined below, (3) Eagles Landing Master Owners Association Inc Common Areas, as defined and set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Eagles Landing Master Owners Association Inc, (4) such other items (if any) deemed Common Area for maintenance purposes by the Association, and (5) all portions of the Property shown on any Plat of the Real Estate or Property as a "Common Area". Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", as "Common Area", or as "C.A".

<u>Section 2.10</u> "Common Expenses" shall mean and refer to (1) expenses of administration of the Association; (2) expenses for the upkeep, maintenance, repair, and replacement of all Common Area, together with all expenses associated with the performance of the responsibilities and duties of the Association, including without limitation expenses for the improvement, maintenance or repair of

the improvements, lawn, foliage and landscaping located on any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements or on a Landscape Easement to the extent the Association deems it necessary to maintain such easement; (3) expenses associated with the maintenance, repair or continuation of the drainage, storm sewer, and sanitary sewer facilities located within and upon the Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements; (4) all expenses incurred to procure liability, hazard and any other insurance provided for herein; (5) all sums lawfully assessed against the Owners by the Association; and (5) all such other sums, costs, and expenses declared by this Declaration or by the Association to be Common Expenses.

<u>Section 2.11</u> "Declarant" means The Estates at Franklin LLC, an Indiana limited liability company, and its heirs, successors, and assigns.

<u>Section 2.12</u> "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot (as hereinafter defined) or any other portion of the Property, provided however, in no event shall the Development Period extend beyond the date that is seven (7) years after the date this Declaration is recorded.

<u>Section 2.13</u> "Dwelling Unit" means any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning a detached home or townhome situated upon a Lot (as hereafter defined).

<u>Section 2.14</u> "Lake Area(s)" means any Common Area on which a lake or other body of water now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc. "Lake" means any body of water, which now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc in a Lake Area. For purposes of avoidance of doubt, Lake Areas and Lakes include all detention ponds and other similar detention structures and facilities.

<u>Section 2.15</u> "Landscape Easement(s)" means those areas of the Property so designated on a Plat of any part of the Real Estate established for the purpose of providing community landscaping amenities and/or maintaining any landscaping required by any regulatory approvals.

<u>Section 2.16</u> "Lot" or "Lots" means, as the context requires, any parcel or parcels of land within the Property designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant or by a Builder. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or lesser than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit. The Lots proposed for the Rock Ridge Manor Subdivision are generally set forth and shown on Exhibit B attached hereto and incorporated herein by this reference.

<u>Section 2.17</u> "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers and contract purchasers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

<u>Section 2.18</u> "Plat" means the subdivision Plat or Plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented.

<u>Section 2.19</u> "Provider" shall mean and refer to the entity or entities which provides Provider Services (as hereinafter defined).

<u>Section 2.20</u> "Structure" shall mean any temporary or permanent improvement or building or portion thereof, including, without limitation, Dwelling Units, walls, decks, patios, stairs, windows, window boxes, doors, fences, play equipment, trampolines, greenhouses, skylights, address markers, mail boxes, name plates, flag poles, lawn ornaments, trees, hedges, shrubbery, solar panels, satellite dishes, antennae, shutters, awnings, fences, pools, hot tubs, pavement, walkways, driveways, garages and/or garage doors, or appurtenances to any of the aforementioned.

<u>Section 2.21</u> "Eagles Landing Associations" means each of Eagles Landing Master Owners Association Inc; Caledonia Park at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; and Legendary Ridge at Eagles Landing Lot Owners Association Inc.

<u>Section 2.22</u> "Eagles Landing Master Owners Association Inc" means Eagles Landing Master Owners' Association, Inc, an Indiana not-for-profit corporation. Eagles Landing Master Owners Association Inc is the not-for profit corporation which is comprised of all of the Associations and the limited liability company that are part of the Eagles Landing PUD, being Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Barding Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Barding Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; Barding Lot Owners Association Inc.

<u>Section 2.23</u> "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements" means those areas of the Property so designated or depicted in any manner or otherwise provided for on a Plat of any part of the Real Estate or Property.

ARTICLE 3

Property Rights, Easements, and Encroachments

<u>Section 3.1 Owners' Easements of Enjoyment of Common Area</u>. Every Owner shall have a nonexclusive right and easement of enjoyment, as may be limited or restricted by or in any applicable Declaration filed of record, in common with all Owners, in and to any Common Area, which nonexclusive right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association or any of the other Eagles Landing Associations to (i) charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association or situated upon the Common Area owned by any of the other Eagles Landing Associations, (ii) to fine any Owner or make any Special Assessment against any Owner in the event any Owner or any person whose permitted right to use Common Areas derives from such Owner violates any rules or regulations of the Association;

(b). The right of the Association, or any of the other Eagles Landing Associations, to suspend the voting rights and/or rights to the use of any recreational facilities, if any, by any Owner (i) for any period during which any Assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c). The right of the Association, or any of the other Eagles Landing

Associations, to promulgate reasonable rules and regulations governing the use and/or enjoyment of the Common Area owned by the Association or the Common Area owned by any of the other Eagles Landing Associations, and including, without limitation, governing the use and/or enjoyment of any parking, swimming, boating, golf and golf related amenities, and fishing facilities (including the denial thereof of any such rights);

(d). The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e). The right of the Association to mortgage any or all of the common Area owned by the Association, upon the approval of seventy five percent (75%) of the membership of each class of members of the Association;

(f). The easements reserved elsewhere in any Declarations filed against any of the other real estate that is comprised within the Eagles Landing PUD and the rights of any of the other Eagles Landing Associations to grant further reasonable utility easements across and through the Common Area owned by that Association for the benefit of its members;

(g). The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(h). The right of the Association or any of the other Eagles Landing Associations to dedicate or transfer all or any part of the Common Area owned by such Association to any

public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed by such Association or any applicable Declaration of record, as may be amended;

(i). If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;

(j). The right of the Declarant to erect any signs (i) advertising the sale of the Property or any Lot and/or (ii) identifying Rock Ridge Manor Subdivision;

(k). The right of the Association or any of the other Eagles Landing Associations to grant, with or without payment to the Association, licenses, rights-of-way and easements under, across, through or over any portion of the Common Area; and

(1) All other rights, obligations and duties as set forth in this Declaration, or any other Declaration of record pertaining to any Common Area, as the same may be from time to time be amended or supplemented.

<u>Section 3.2 Delegation of Use</u>. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, or any of the other Eagles Landing Associations, and subject to the rights of others as set forth in this Declaration or any other Declaration of record pertaining to any Common Area, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, or any of the other Eagles Landing Associations, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area of the Association.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the benefit of the Owners as provided for herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as

Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements Reserved to Declarant. The following rights and easements reserved in this Section 3.4 shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 3.4 shall run with the land, and Declarant's right to enjoy or further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property, unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association, and hereby reserves and/or grants to any public or private utility, a general easement for utility, drainage, sanitary sewer, and storm sewer purposes (the "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements") in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be installed and maintained all electrical, telephone, water, gas, utility, drainage, sanitary sewer, and storm sewer facilities and structures for purposes of serving any Dwelling Unit constructed on the Property. The foregoing Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair, remove, or replace any necessary facilities or structures used for utility, drainage, sanitary sewer, or storm sewer purposes. By virtue hereof, Declarant reserves the right to install Lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved and granted shall survive the conveyance by the Declarant to the Association of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, sanitary sewer, storm sewer, utility, cable, landscape, sign, transmission, flowage, or other similar type of easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair,

maintenance, and replacement of retention and detention ponds or Lakes in accordance with the requirements of applicable law and/or all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an undefined sign and facilities easement ("<u>Sign and Facilities Easement</u>") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls, and any other landscaping, architectural, and/or recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property. Any such signs shall comply with any applicable zoning requirements, and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and

(iii) Describe more specifically or change the description of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake Easements, any Sign and Facilities Easement, or any other easement, license, or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat, or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

(e) During the Development Period, Declarant shall have an easement for access to, over on, or through the Real Estate, including any Lot and all Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in Declarant's sole discretion, including, without limitation, any improvements or changes permitted and described by Article 3 hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvements thereon for such purposes as Declarant deems

appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners of Lots.

(f) The title of the Association and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

<u>Section 3.5</u> Easement for Emergency Purposes. A perpetual, non-exclusive easement is hereby dedicated and granted to any and all governmental authorities or agencies and specifically including but not limited to law enforcement, fire protection, and ambulances, upon, over, and across all Common Areas and other similarly designated or available areas of the Property for purposes of performing such duties and activities related to law enforcement, fire protection, and emergency transportation, and including use of such areas of the Property as are required in order to respond in the case of an emergency by emergency vehicles such as fire trucks, police cars, and ambulances and emergency personnel, public and private, over and upon the Common Area and other similarly designated or available areas of the Property.

<u>Section 3.6</u> Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, Lake, or any other Common Area which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such Common Area shall not extend upon or to such Common Area, and the fee title to such Common Area is reserved to the Declarant to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, and/or sanitary or storm sewer easements, or any combination thereof (hereafter collectively "D&UE Easements"), which are hereby reserved for the non-exclusive use for such purposes by the appropriate governmental entities, public utilities, private utilities and Providers for the installation, maintenance, repair and replacement of swales, ditches, mains, ducts, poles, lines, wires, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, the Community Network and Technology Infrastructure, and for ingress and egress to accomplish such installation, maintenance, repair, and replacement. No permanent structure of any kind, including fences, patios, decks, driveways, walkways, and trees, shall be built, erected or maintained on or within any such drainage easements, utility easements, sanitary or storm sewer easements, and/or any other easements created by this Declaration, except by the Declarant or its assigns. Purchasers of Lots in this Subdivision shall take title subject to all such easements hereby created and any other easements created by this Declaration, subject at all times to (i) the rights of proper authorities to service and maintain all such drainage, utility, and sanitary or storm sewer facilities and easements and (ii) the rights of such governmental entities, public utilities, and private utilities of ingress and egress to access all said easements. All governmental agencies or departments and public and private utilities are hereby given the right to obtain access to all such easement areas to perform maintenance and to perform such maintenance as may be necessary to protect their easement and servitude rights. The Drainage Easements hereby created are reserved (i) for the use of Declarant during the Development Period, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the Property and adjoining properties, and (ii) for the nonexclusive use of the Association, the Johnson County Drainage Board, or any other applicable governmental authority for access to and maintenance, repair, and replacement of such drainage system. It shall be the responsibility of the Association and the Owners, as their interests may appear, of the areas enclosed within drainage easements to maintain any drainage areas in such condition that the flow of storm drainage waters on, across, under, and from said areas shall not be impeded, diverted, or accelerated, and accordingly, without limitation the Owners of all Lots subject to a Drainage or other similar easement shall be required to maintain the portion of said Drainage Easement on said Owner's lot in the condition originally provided by Declarant and also free of obstructions so that surface water drainage will occur unimpeded and no changes will be made to any said areas by the Owner without the written consent of the Developer during the Development Period and then by the Association upon the Applicable Date. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon the Property for the benefit of the Owners of other land included within the Plat or within the Eagles Landing PUD, upstream or downstream, affected by such use and for any governmental agency or department of any private or public utility. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat and/or for the Eagles Landing PUD by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat and/or for the Eagles Landing PUD issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the Property for surface water runoff along natural valleys and drainage channels running to Owners or other land contained within the Property or within the Eagles Landing PUD, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, under, from and to such areas shall not be impeded, diverted, or accelerated.

Section 3.8 Designated Easements for Landscaping, Mounding, Screening, and Signage. Within any strips of ground shown or designated on a Plat or any other recorded document as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected between (i) the area of any such easements and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant or by the Association.

<u>Section 3.9</u> <u>Streets</u>. All streets now or hereafter located upon the Property shall be designated as public streets on the final Plat or Development Plan that is placed of record with the Recorder of Johnson County.

<u>Section 3.10</u> <u>Easement Work</u>. Notwithstanding any architectural approval under Sections 6.2 or 6.3 below, during the course of any maintenance, service, repair, replacement, or other work upon any easement provided for or referenced in this Declaration, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above or otherwise provided for or referenced in this Declaration.

<u>Section 3.11</u> <u>Reservation of Right to Grant Easement</u> The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of real estate which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over, and across the real estate which is adjacent to the Property.

<u>Section 3.12 Encroachments</u>. If any improvement on a Lot or the Common Area now or hereafter encroaches on any other Lot or Common Area, by reason of (a) the original construction thereof by Declarant or its assigns, which shall include, but not be limited to, any party wall or drive which encroaches over a Lot's boundary line or any drainage of stormwater from roofs and gutters, (b) deviations within normal construction tolerances in the maintenance, repair, replacement or reconstruction of any improvement or structure, or (c) the settling or shifting of any land or improvement, then in such event an easement is hereby granted over the encroached-upon portion of such Lot or Common Area in favor of the Owner of the encroaching improvements, solely to the extent of such encroachment and solely for the period of time the encroachment exists (including replacements thereof), for the limited purposes of use, repair, replacement, and maintenance of the encroaching improvement.

<u>Section 3.13 Sales and Construction Offices.</u> Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, Declarant, any entity related to Declarant and any other person or entity with the prior written consent of Declarant, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Declarant, the Association or such person or entity as, in the sole opinion of Declarant, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Dwelling Units thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.

Section 3.14 Medians and Entry Features. There may be landscaped medians and/or islands located

within the Property and within streets that are not otherwise labeled as Common Areas or as Landscape Easements. These areas are created and reserved for the location, installation, and maintenance of landscaping and entry features, such as but not limited to permanent walls, signs, fences, and landscaping materials. These landscaped areas and features shall be maintained by the Association as if such medians, entry features and associated landscaping were a Common Area.

ARTICLE 4

Association Membership, Voting Rights, Board of Directors, and Professional Management

<u>Section 4.1 Membership</u>. Initially, the person(s) who serve as incorporators of the Association shall be the member(s) (the "Initial Member(s)") of the Association. The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State and this Declaration has been recorded with the Johnson County, Indiana Recorder, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. At such time as these Articles of Incorporation are accepted by the Indiana Secretary of State and this Declaration has been recorded with the Johnson County, Indiana Recorder, then each Owner of each Lot in Rock Ridge Manor at Eagles Landing Subdivision ("Rock Ridge Manor"), as provided for in the Declaration, shall be and become a member of the Association for so long as the Member owns a Lot in Rock Ridge Manor, and shall remain as a member of the Association for so long as the Owner owns the Lot. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of membership, with the voting rights hereinafter set forth and provided for:

<u>Class A</u>. Class A members shall be all Owners of Lots in Rock Ridge Manor, and specifically including The Estates at Franklin LLC, the Declarant, as to all Lots owned by Declarant, from time to time. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Until the Applicable Date, the Class A members will not have any voting rights, except as expressly provided in this Declaration or the By-Laws.

<u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the Applicable Date occurs. The Class B Membership shall cease on the Applicable Date.
<u>Section 4.3 Board of Directors</u>. Until the Applicable Date, the Declarant shall elect a Board of Directors for the Association, as may be prescribed by the Association's Articles and By-Laws. Upon the Applicable Date, the Owners, as the Class A Members, shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association prior to the Applicable Date.

<u>Section 4.4 Professional Management</u>. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to self-manage the Property and to perform all or any of the functions of the Association until the expiration of the Development Period. The Declarant may designate a Managing Agent for the Property to perform all or any of the functions of the Association of the Development Period, and accordingly Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent shall be entitled to reasonable compensation for its services. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by Declarant, with or without cause and without payment of any termination fee, upon written notice of sixty (60) days or less.

<u>Section 4.5 Suspension of Voting Rights</u>. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 4.6 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

(a) Maintenance, repair, and replacement of the Common Areas, including any and all improvements thereon, as the Association deems necessary or appropriate.

(b) Maintenance, repair, and replacement, and including making lease payments, of any street lighting located within the street right-of-way or within an appropriate easement along a street within the Property.

(c) Installation and replacement of any and all improvements, signs, lawn, foliage, and landscaping in and upon the Common Areas or Landscape Easements as the Association deems necessary or appropriate.

(d) Maintenance, repair, and replacement of any entrance streetlights and any street signs located on the Property.

(e) Maintenance, repair, and replacement of the drainage, sanitary sewer, and storm sewer systems located in and upon the Property as the Association deems necessary or appropriate. Nothing herein shall relieve or replace the obligation of each Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on such Lot free from obstructions so that the storm water drainage will be unimpeded.

(f) Maintenance of Lake water so as not to create stagnant or polluted waters affecting the health and welfare of the community.

(g) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverages required under this Declaration.

(h) Assessment and collection from the Owners of all Assessments and payment of all Common Expenses.

(i) Performing or contracting for Property or Association management, snow removal, Common Area maintenance, trash removal, or other services as the Association deems necessary or advisable.

(j) Enforcement of the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable.

Section 4.7 Powers of the Association The Association may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, in each case as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special Assessments or other charges or fines against any Owner or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

<u>Section 4.8 Non-Liability of Directors and Officers.</u> The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association. except in their capacity as Owners.

Section 4.9 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee")

made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorney's fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit, or proceeding, or in connection with any appeal thereof or to enforce the indemnity rights contemplated hereby except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any such action, suit, or proceeding, unless it shall be adjudged in such action, suit, or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director of officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any accountant, attorney, or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof. In addition, no director or officer shall be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend any meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this section.

ARTICLE 5

Covenant for Assessments

<u>Section 5.1 Creation of the Lien and Personal Obligation of Assessments</u>. Each Owner of any Lot by acceptance of a deed therefore (except Declarant and Builders, as more specifically provided in Section 5.6 below), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments, payable monthly, for all maintenance, repairs, or replacements made or undertaken by the Association; all ordinary operating expenses; all Common Expenses; all expenses incurred for any other purposes that are provided for in this Declaration, and including Section 5.2; and such other charges and expenses as the Association is entitled to include in Annual Assessments; and

(b) Special Assessments for capital improvements and operating deficits and for special

maintenance, repairs, or replacements, as provided for in this Declaration. Such Assessments shall be established, shall commence upon such dates, and shall be collected as hereinafter provided. All such Assessments, together with late fees, costs, and reasonable attorneys' fees, shall be a charge on each Owner's Lot and there shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such Assessments shall have been recorded in the office of the Recorder of Johnson County, Indiana. No charge, lien, or Assessment shall be levied by the Association or individual Lot Owners against the Declarant. The Declarant shall not be liable for paying any Annual Assessments or Special Assessments to the Association for any Lots owned by Declarant, or its designated successor developer, as more fully explained and set forth in Section 5.6. The Annual Assessments and Special Assessments levied or otherwise declared and established by the Association shall be uniform for all Lots in the Property.

Section 5.2 Purpose of Annual Assessments. The Annual Assessment determined and levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in or reasonably inferred by this Declaration, including, without limitation, for purposes of paying for the costs of maintaining, repairing, and replacing Common Area and other capital improvements; the costs of insurance; the costs incurred in property management; the costs assessed against the Association by any of the other Eagles Landing Associations; the costs incurred for the establishment of recreational activities and facilities for the enjoyment of Owners; the costs incurred for the performance of the obligations and duties of the Association; the costs and expenses as are approved by the Association or the Board of Directors of the Association. A portion of the Annual Assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing for maintenance, repair, and replacement of the Common Area and other capital improvements which the Association is required to maintain.

Section 5.3 Annual Assessment Provisions.

(a) <u>Amount</u>. The Board of Directors shall fix the amount of the Annual Assessments and shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The Annual Assessments shall be payable monthly in advance. Said Annual Assessments shall be calculated and determined based on a calendar year. Said Annual Assessments shall commence to become due and payable for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant or a Builder, and if said closing does not occur on the first day of a month, then the monthly amount due for the month of closing shall be prorated. For each calendar year, the first monthly payment of the Annual Assessment will be due on January 1st of said calendar year, and then shall be due and payable on the 1st day of each succeeding month. Each such assessment shall be

subject to collection and late charges beginning on the 10th day of the month for the payment due on the 1st day of that month.

(b) <u>Method of Adoption of the Annual Assessment Prior to Applicable Date</u>. Prior to the Applicable Date, the Board of Directors shall have the right, power, and authority to fix the amount of the Annual Assessment, without any vote of the Members of the Association, at an amount that is not in excess of the "Maximum Regular Assessment," as more specifically hereinafter set forth and defined as follows:

(i) Commencing upon the date of the conveyance of the first Lot to an Owner for residential use, who is thus not the Declarant or a Builder, until December 31 of that calendar year (the "First Calendar Year of Assessment"), the Maximum Annual Assessment on any Owner of a Dwelling Unit shall not exceed Seventy Five Dollars per month.

(ii) From and after the end of the First Calendar Year of Assessment, the Maximum Regular Assessment may be increased by the Board of Directors, provided such increase is not more than twenty percent (20%) above the Annual Assessment that was in effect for the previous calendar year. Any increase proposed by the Board of Directors that is more than twenty percent (20%) above the Annual Assessment that was in effect for the previous calendar year may only be made with the affirmative vote of 51% of the Class A Members, with such vote to be counted at a duly called meeting of the Class A Members of the Association duly noticed and called for that purpose.

(iii) Specifically, from and after the end of the First Calendar Year of Assessment, the Board of Directors may fix the Annual Assessment at an amount in excess of the allowed twenty percent increase to the Annual Assessment in effect for the prior calendar year, as specified in subparagraph (ii) above, only with the approval of a majority of the Class A Members who cast votes in person or by proxy at a meeting of the Class A members of the Association duly called for such purpose.

(iv) Written notice of Annual Assessments shall be sent to every Owner subject thereto, and each said Owner shall be obligated to timely pay such Annual Assessment.

(c) <u>Method of Adoption of the Annual Budget and Annual Assessment After the Applicable Date</u>. After the Applicable Date, the Annual Assessment shall be determined by the Board of Directors of the Association based on an annual budget for each calendar year that will be determined by the Board of Directors of the Association. Said annual budget shall reflect the estimated revenues and expenses for the budget calendar year, and the estimated surplus or deficit as of the end of the current budget calendar year. The Association shall provide each Owner with: (1) a copy of the proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget; or (2) written notice that a copy of the proposed annual budget, is available upon request at no charge to the Owner. After all of the foregoing has taken place, the Association shall hold a meeting pursuant to the following subsection (d).

(d) <u>Association Meeting to Approve the Annual Budget and the Annual Assessment.</u> After the Applicable Date, and subject to subsection (e) below, the Association's proposed annual budget, together with the Annual Assessment that is based on said proposed annual budget, shall be approved at a meeting of the members of the Association by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Articles of Incorporation, and the By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Articles of Incorporation, or the By-Laws.

(e) <u>Power of the Board to Adopt a Budget in the Absence of a Quorum</u>. If

the number of members in attendance at the meeting held under subsection (d) above does not constitute a quorum as defined in the By-Laws of the Association, the Board may adopt a proposed annual budget for the Association for the ensuing year, together with the Annual Assessment that is based on said proposed annual budget, in an amount that does not exceed one hundred twenty percent (120%) of the amount of the last approved Association annual budget, and the Annual Assessment that is based on said proposed annual budget approved Association annual budget.

Section 5.4 Special Assessments. In addition to the Annual Assessments authorized above, the Association or Declarant may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or to recover any operating deficits which the Association may from time to time incur; provided, however, that after the Applicable Date such assessment shall have the assenting vote of more than fifty percent (50%) of the total possible votes that may be cast by members of the Association. The votes shall be cast either in proxy or in person at a meeting duly called for such purpose. Written notices for such meetings shall be sent and voting quorums shall be required as set forth in the By-Laws of the Association. In addition, as provided for in this Declaration and any Plats in the chain of title to the Real Estate, certain Lots may be subject to Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and subject to Landscape Easements (collectively the "Special Assessment Easements"). The Owners of any Lot subject to such Special Assessment Easements shall be required to keep the portions of said Special Assessment Easements encumbering such Lot in the condition required by said Special Assessment Easements, such as free from obstructions so that storm water drainage will not be impeded or altered and free from structures or improvements that would impair the use and/or purpose of such Special Assessment Easements. Upon notice from the Association that an Owner has impaired any such Special Assessment Easement and setting forth the relief requested, the Owner shall have a period of thirty days to comply. If the Owner shall not have commenced and diligently and continuously effected the requested cure thirty days after the date of the written notice, then the Declarant or the Association may enter upon such Lot and effect such cure as is required to abate the impairment of the Special Assessment Easement, and including but not limited to removal of any obstruction of storm water drainage or any removal of a prohibited structure or improvement. In such event, the Declarant or

Association shall be entitled to recover the full cost of such work against the offending Owner, and such amount shall be deemed a Special Assessment against said Lot owned by such Owner which, if not timely paid in ten days, shall constitute a lien against such Lot and may be collected by the Association in the same manner as any other Annual Assessment or Special Assessment may be collected.

The due dates for all Special Assessments, and the assessment and collection period (i.e.., annual, monthly, lump-sum, or otherwise) for any Special Assessment shall be established by the Board of Directors of the Association.

<u>Section 5.5 Rates of Assessment</u>. Each Dwelling Unit shall be assessed an equal Annual Assessment and Special Assessment, excepting only any proration for ownership during only a portion of the Assessment period.

Section 5.6 Lots Owned by Declarant or Builder. Neither the Declarant nor any Builder shall be liable to pay any Annual Assessment on any Lot owned by Declarant or Builder until such time as a Dwelling Unit has been constructed on such Lot by Declarant or a Builder and said Lot has been either conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or an entity for use as a residential Dwelling Unit. In lieu thereof, and for purposes of avoidance of doubt, the Declarant and Builder shall pay all costs with respect to maintaining said Lot in the condition required by this Declaration.

Section 5.7 Date of Commencement of Annual Assessments and Special Assessments: Due Dates. The obligation of all Owners to timely pay the Annual Assessments and Special Assessments provided for herein shall commence as to each Lot within the Rock Ridge Manor Subdivision on the date of the Closing of the conveyance of such Lot by the Declarant to an Owner (other than Builder) or on the date of the Closing of the conveyance of such Lot by a Builder to an Owner. If the Closing does not occur on the 1st day of a month, then the monthly amount payable will be prorated as of the date of Closing. The Annual Assessment shall be payable monthly in advance for each month of the calendar year. The due dates for all Special Assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge up to and including \$150.00, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the Association regarding the status of Assessments for any Lot shall be binding upon the Association as of the date of its issuance.

<u>Section 5.8 Failure of Owner to Pay Assessments</u>. Except for Declarant and its designated successors or any Builder, no Owner may exempt himself or herself from paying Annual or Special Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Annual and Special Assessments and all other charges that become due and payable to the Association as provided for in this Declaration. Where the Owner constitutes more than one

person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse, or neglect to make any payment of any Annual or Special Assessments when due, then a lien for such Assessment shall ipso facto be granted by said Owner to the Association on the Owner's Dwelling Unit and/or Lot, and said lien may then be foreclosed by the Board of Directors and/or the Association for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Annual or Special Assessments within ten (10) days after such are due, the Board of Directors and/or the Association, in its discretion, may in addition to any other remedy herein provided for or otherwise available in law and/or equity:

- i. impose a uniform monthly late charge, which will be considered an addition to the Annual or Special Assessment, in an amount to be determined by the Board;
- ii. accelerate the entire balance of the unpaid Annual or Special Assessments for the remainder of the calendar year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- suspend such Owner's right to use the recreational facilities within the Property or owned by any of the other Eagles Landing Associations as provided in the Indiana Nonprofit Corporations Act of 1991, as amended, or in any applicable Declarations; and
- iv. suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporations Act of 1991, as amended.

In any action to foreclose the lien for any Annual or Special Assessments, the Owner and any occupant of the Unit shall be jointly and severally liable for the payment to the Association of all amounts due to the Association under this Declaration, together with the reasonable rental for such Unit from and after the date any Annual or Special Assessment was not timely paid until such time as such Annual or Special Assessment and all other charges and costs for which the Owner is responsible has been paid in full to the Association. In addition, the Owner hereby expressly stipulates and agrees that the Association shall be entitled to the appointment of a receiver for the Owner's Lot for purposes of preserving the Lot and the Dwelling Unit constructed on said Lot and for purposes of collecting the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual or Special Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect any unpaid Annual or Special Assessments or in any action to recover any unpaid Annual or Special Assessment, regardless of whether litigation is initiated, the Board of Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the Unit, not only the delinquent Annual or Special Assessments, but also all unpaid rents for such Unit, all late charges imposed, all court costs, and all other costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association or the Managing Agent for administering, monitoring, or processing delinquent

Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment, or any installment of an Assessment, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter. In addition, the Board of Directors shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the Annual and Special Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all Assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof and, notwithstanding the first sentence of this Section, the sale or transfer of any Lot shall not affect the lien of any Annual or Special Assessments becoming due subsequent to the date of such sale or transfer, except to the extent that a purchaser may be protected against the lien for prior Assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such Assessments have been paid.

<u>Section 5.10 Approval of Certain Contracts; Meeting; Vote by the Members</u>. Following the Applicable Date, the Board of Directors may not enter into any contract that would result in a Special Assessment or in the increase in the existing Annual Assessment payable by the affected Owner of more than five hundred dollars (\$500) per calendar year for each affected Owner unless: (1) the Board holds an Association meeting of the Owners concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Owners. The Board shall give notice of such Association meeting to each member of the Association at least ten (10) calendar days before the date the meeting occurs.

The provisions in this Section do not apply to a contract entered into by a Board that would resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law.

<u>Section 5.11 Borrowing Money; Approval by the Members</u>. The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of:

- a. five thousand dollars (\$5,000) during any calendar year; or
- b. if the Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association;

unless borrowing the money is approved by the affirmative vote of a majority of the members of

the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this Section shall apply to money borrowed by the Association that is needed to: (a) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (b) address an emergency that affects the public health, safety, or welfare.

ARTICLE 6

Use, Restrictions, and Architectural Control

<u>Section 6.1</u> Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, and including the right to rent Units for residential purposes as more specifically provided for in this Declaration, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and/or benefits. Any Lot or portion thereof so designated for common use or benefit shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the covenants, conditions, and restrictions contained herein and all other covenants, conditions, and restrictions of record.

Section 6.2 Architectural Control. No Dwelling Unit, building, mailbox, fence or fencing, satellite dish, in-ground pool, patio, wall, or other structure, except original construction of Dwelling Units by the Declarant, shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein other than by the Declarant be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have first been submitted to and approved in writing by the Declarant until the end of the Development Period, and thereafter by the Board of Directors of the Association or any Architectural Committee appointed by the Association. After the Development Period, the Board of Directors may appoint three (3) representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a Dwelling Unit shall be deemed a change thereto and shall require the approval thereof as above provided. However, there shall be no such approval of the planting of hedges, the installation of walls, fences, structures and/or other improvements prohibited under Section 3.7 and 3.8 above, and any such approval shall be null and void. In the event that written approval is not received as required hereunder within forty-five (45) days after complete plans and specifications and other required submittals have been provided, then the request for approval shall be deemed denied.

Declarant, the Association, and any members of the Architectural Committee (the "Reviewing Authority") shall exercise discretion in the performance of their duties consistent with the provisions hereof, and with a view to assuring the preservation of the value of the Property and all Lots, the harmonious relationship among Dwelling Units, the aesthetic appeal of the Subdivision, the use of high-quality and aesthetically pleasing materials, and the natural vegetation and topography of the Subdivision. Accordingly, and not by way of limitation, the finished exterior of every Dwelling Unit shall be of material consisting of stone, brick, and other approved materials with minimum quality standards to be developed and approved by the Reviewing Authority and all Dwelling Units shall have as a minimum requirement an enclosed, attached two car garage that is at least 22 feet wide by 24 feet deep and at least thirty feet deep from front property line so that vehicles are not parked on sidewalks. Every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of such discretion by Declarant, the Association, and any members of the Architectural Committee, hereinafter referred to as the Reviewing Authority. In any judicial proceeding challenging a determination by the Reviewing Authority, and in any action initiated to enforce this Declaration in which an abuse of discretion by the Reviewing Authority is raised as a defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Declarant, the Association, and any members of the Architectural Committee could only conclude that such determination constituted an abuse of discretion.

The Reviewing Authority may inspect work being performed without the Owner's permission in order to assure compliance with these restrictions and applicable regulations.

<u>Section 6.3</u> <u>Specific Provisions Pertaining to Architectural Committee.</u> The following specific provisions shall govern the Architectural Committee provided for in this Declaration, to wit:

6.3.1 <u>Creation.</u> There shall be, and hereby is, created and established an Architectural Committee to perform the functions provided for herein. At all times during the Development Period, the Declarant shall serve as and shall constitute the Architectural Committee, provided however during said Development Period the Declarant may, in Declarant's sole discretion, appoint three (3) members to constitute an Architectural Committee, which members appointed by Declarant shall be subject to removal by Declarant at any time with or without cause. After the end of the Development Period, the Architectural Committee shall be a standing committee of the Association, consisting of three (3) persons, who shall be appointed, from time to time by the Board of Directors of the Association. At least two of the three persons appointed by the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Committee upon a majority vote of the members of the Board of Directors.

6.3.2 <u>Purposes and Powers of Architectural Committee.</u> The Architectural Committee shall review and approve the design, appearance, and location of all Dwelling Units, structures, or any other improvements placed or modified by any person on any Lot and the substantial installation, alteration,

and removal of any trees, bushes, shrubbery, and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Property and this Subdivision; the harmonious relationship among Dwelling Units and Lots; the use of high-quality and aesthetically pleasing materials; and the natural vegetation and topography of the Subdivision.

In General. No residence, building, structure, antenna, swimming pool, walkway, fence, deck, (i) pool, tennis court, basketball goal, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Committee. Such approval shall be obtained only after written application has been made to the Architectural Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Committee and, in the case of construction or placement of any Dwelling Unit, structure, or improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed Dwelling Unit, structure, or improvement. Such plans shall include plot plans showing the location of the Dwelling Unit and all structures or improvements existing upon the Lot and the location of the Dwelling Unit, structures and improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) <u>Power of Disapproval.</u> The Architectural Committee may refuse to approve any application (an "Application") made to it when:

(a). The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the requests set forth in the Application to be in violation of any of the terms of this Declaration, the Plat, any Development Standards, Covenants, or any other Restrictions applicable to any part of the Property, and including the Lot for which the Application has been submitted;

(b) The design or color scheme of an Application is not in harmony with the general surroundings of the Lot or with the adjacent Dwelling Units or related improvements; or

(c). The Application, in the opinion of the Architectural Committee, would not preserve or enhance the value and desirability of the Property or the Subdivision or would otherwise be contrary to the interests, welfare, or rights of the Declarant or any other Owner.

(iii) <u>Rules and Regulations.</u> The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Committee for

the submission and approval of Applications.

6.3.3 <u>Duties of Architectural Review Committee.</u> If the Architectural Committee does not approve an Application within forty-five (45) days after all required information on the Application shall have been submitted to it, then such Application shall be deemed denied. One copy of submitted material shall be retained by the Architectural Committee for its permanent files.

6.3.4 <u>Liability of the Architectural Review Committee.</u> Neither the Architectural Review Committee, the Association, the Developer, nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with an Application or for any decision made by it, unless made in bad faith or by willful misconduct. Neither the Declarant, the Association, any members of the Architectural Committee, nor any agent thereof, shall be liable in any way for costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it. Further, the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction, engineering, and surveying advise and should request inspections on each Lot prior to proposing construction.

6.3.5 <u>Inspection</u>. The Architectural Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Declaration and may require any work not consistent with an approved Application or an Application that has not been approved, to be stopped and removed at the offending Owner's expense.

<u>Section 6.4</u> Lease or Subletting of Dwelling Unit by Owners. For the purpose of fostering and facilitating the congenial and residential character of Rock Ridge Manor Subdivision and for the further purpose of protecting the Owners by fostering and/or promoting financially responsible residents for the Lots, the lease or sublease of any Dwelling Unit by any Owner or other party in interest shall be subject to the following conditions and restrictions:

(a) No Owner shall lease or sublet his or her Dwelling Unit or enter into any other rental or letting agreement or arrangement for his or her Dwelling Unit for a term of less than three hundred sixty-five (365) days. In any event, an Owner desiring to rent his Unit shall use the lease form which has been approved by the Reviewing Authority, if any, and a copy of such lease shall be provided by the Owner to the Reviewing Authority promptly after execution thereof.

<u>Section 6.5</u> <u>Animals</u>. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas or elsewhere on the Property, except as hereinafter expressly provided for. Notwithstanding the foregoing, pet dogs, cats, or other customary household

pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its Owner. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his or her pet. Electric or invisible fences are permitted, provided that they are fully effective. Pet leavings not on an Owner's Lot must be picked up immediately by the pet's Owner and disposed of in a proper receptacle. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Association, is causing or creating a nuisance or other unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Association to the respective Owner to do so.

<u>Section 6.6</u> Outside Storage. All garbage, trash, and refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash, and refuse shall be placed in sealed, disposable plastic bags or other containers approved by the Association for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Association. In no event shall any burning of any garbage or refuse be allowed.

<u>Section 6.7</u> Front Setback Lines. Front Building setback lines are hereby established as shown on the Plat and Development Standards for the PUD Zoning for this Subdivision. Between such Front Building setback lines and the right-of-way lines there shall not be erected, placed, or altered any Structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

<u>Section 6.8</u> <u>Side and Rear Setbacks</u>. The minimum side yard and minimum rear yard setback requirements shall be those established by the applicable zoning and subdivision control ordinances, subject to variances granted to Declarant by applicable zoning authorities, and all Owners shall comply therewith.

<u>Section 6.9</u> <u>Temporary Structures and Outbuildings</u>. No structure of a temporary character, tent, shack, basement (other than as part of a Dwelling Unit constructed on a Lot), detached garage, barn, storage shed, mini-storage barn, playground equipment, or other out-building or freestanding detached Structure shall be allowed, erected, placed, or constructed upon any Lot.

<u>Section 6.10</u> Inoperative Motor Vehicles and Motor Vehicle Repair. No inoperative motor vehicles shall be allowed to remain on a Lot, and no inoperative motor vehicle shall be parked in any driveway or on any street that is part of the Eagles Landing PUD. No tires or parts or accessories for motor vehicles shall be allowed to be visible on a Lot and must be kept inside a garage. The repair of motor vehicle becoming inoperative or any material alteration of motor vehicles shall not be permitted on any Lot, unless entirely within a garage permitted to be constructed per the terms of the Declaration.

Section 6.11 Nuisances. No noxious or offensive activities shall be carried on or be permitted to

exist on any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, inconvenience or cause damage to other Owners and/or occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, unreasonable noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or loud persons. Any structure or building permitted to be constructed on any Lot, which may be all or in part destroyed by fire, wind, storm, or any other cause, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be promptly removed within a reasonable time after any such occurrence. It shall be the responsibility of each Owner to prevent the development or occurrence of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. Nothing which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of any Lots or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation shall be permitted in the Property.

<u>Section 6.12</u> Permitted Uses. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed, as well as the provisions of this Declaration, the Plats, the By-Laws, , and the rules and regulations adopted by the Board of Directors of the Association.

<u>Section 6.13</u> <u>Drains and Vents</u>. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

<u>Section 6.14</u> <u>Residential Use and Architectural Requirements</u>. Lots may be used only for residential purposes and only for single-family dwellings. All Lots in this Rock Ridge Manor Subdivision shall be designated as residential Lots.

<u>Section 6.15</u> Size. Subject to any further restrictions imposed by any recorded Development Standards, every single-family dwelling erected, placed, altered or maintained on any Lot shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

<u>Section 6.16</u> Unsightly Objects. In order to maintain the standards of the Property, no refuse pile, debris, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any portion of the Property. Failure to comply shall warrant the Declarant or the Association to clear the refuse from the Property at the expense of the Owner thereof, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association and/or the Declarant may file suit and recover such amount, together with reasonable attorneys' fees and costs of collection.

<u>Section 6.17</u> <u>Site Visibility</u>. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) feet and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points forty (40) feet from the intersection of said street lines, or in the case of a rounded

property corner, from the intersection of the street right-of-way lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of any driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front setback line and the street curb.

<u>Section 6.18</u> Vehicles. No trucks larger than one ton in payload size, boats, campers, trailers of any kind, buses, mobile homes, motor cycles, golf carts, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be parked or stored anywhere within the Property outside of an enclosed garage, provided however, the foregoing restriction shall not prevent the parking of motor homes and recreational vehicles in a driveway for a period not exceeding 24 hours for loading and unloading. The foregoing restriction shall not prevent the parking or storage of such vehicles that are completely enclosed within a garage. No vehicles shall be parked overnight on any street that is part of the Eagles Landing PUD.

<u>Section 6.19</u> Sign Limitations. No signs, except for one sign displayed in the window of a Dwelling Unit or displayed on the front of a Lot that is limited in size to 20 inches by 30 inches containing the words "for sale," "for rent" or "for lease" and indicating the name of the seller, seller's agent, or lessor and a phone number, shall be allowed. No other window or advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit, without the prior consent of the Association, provided, however, that the right is reserved by the Declarant and the Association to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Dwelling Units.

Section 6.20 Lakes; Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon a shoreline that is not within a Common Area owned by the Association or owned by any of the other Eagles Landing Associations. Any such use of a Lake, if any, shall also be subject to the rights of the Declarant, the Association, any of the other Eagles Landing Associations, or their employees, heirs, successors and assigns as set forth in this Declaration or any other recorded Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation change to any Lake level, earth disturbance resulting in silting, or any other conduct which could result in an adverse effect upon water quality, drainage, or proper Lake management, except as provided in the applicable Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property or which exist on other property that may be owned by any of the other Eagles Landing Associations. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop

recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

<u>Section 6.21</u> <u>Rules and Regulations</u>. All Owners and members of their families, their guests, or invitees; all occupants of any Dwelling Unit; and all other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by this Declaration and by such other or additional rules and regulations as may from time to time be promulgated and issued by the Association governing the operation, use and enjoyment of the Dwelling Units and the Common Area.

<u>Section 6.22</u> <u>Development and Sale Period</u>. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and the construction and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect, and maintain such facilities or structures upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and the construction and sale of the Lots. Such facilities or structures which Declarant or any Builder shall be entitled to construct, install, erect and maintain may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices, and business offices.

<u>Section 6.23</u> <u>Outside Use of Lots</u>. No fences, hedges, walls or other improvements shall be erected or maintained upon any Lot without the prior, written approval of the Declarant, the Association, or any Architectural Committee. Above ground swimming pools are prohibited on the Property. No portable basketball goals, trampolines, playground equipment, playsets, or sandboxes shall be permitted.

<u>Section 6.24</u> <u>Mailboxes</u>. Any mailboxes must be approved by the Reviewing Authority as to size, location, height, and composition before it may be installed. A standard mailbox design will be established by the Reviewing Authority. Address numbers shall be permanently affixed on each mailbox in a manner consistent with the requirements of the Reviewing Authority. Mailbox placement may be undertaken without special review if the proposed type and placement conforms to the standard design.

<u>Section 6.25</u> <u>Yard Lights</u>. Declarant shall during the Development Period, and thereafter the Board of Directors of the Association shall, determine the uniform location of yard lights or coach lights. The yard light or coach light thereafter shall be maintained in proper working order by the Owner of each Lot.

<u>Section 6.26 Notice of Zoning Development Standards</u>. Notice is hereby given that certain written requirements and standards were promulgated in connection with the zoning of all or part of the Property (hereafter "Development Standards"). All restrictions and prohibitions contained in said Development Standards are incorporated herein by this reference. Unless and until such Development Standards are vacated or released per their terms, the Owners and the Association shall comply with all of the terms and conditions thereof. The Property shall be subject to the Development Standards; to all

covenants, conditions, easements, restrictions and limitations of record; and to all governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

<u>Section 6.27</u> Occupations. No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property, except for those home occupations permitted by applicable zoning regulations.

Section 6.28 Fences and Landscaped Screening. The Declarant, the Association, and/or any Architectural Committee, prior to any installation, must approve any fencing and landscaped screening proposed for a Lot. It is the goal to keep all fencing or landscaped screening harmonious with the architectural character of the Property and the Rock Ridge Manor Subdivision. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. No perimeter fence will be approved which is on the property line or outside perimeter of a Lot. The Reviewing Authority may only consider for approval fencing that encloses in-ground pools or patios. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Reviewing Authority when reviewing fences and landscaped screening for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Reviewing Authority, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Reviewing Authority. Installed fences may be inspected by the Reviewing Authority after completion in order to ensure that the fence is of a professional quality, and final approval of such fences shall be deemed withheld until completion of this final review. All fences and landscaped screenings shall be kept in good condition and repair by the Owner, unless the Association determines that the landscaped screening will be kept in good repair and condition by the Association.

For purposes of avoidance of doubt, the Reviewing Authority must approve all fencing or landscaped screening materials, design, and location that is intended to occur both during and after the initial construction of a Unit. The Reviewing Authority will consider for approval fence or landscaped screening materials, design, and location on an individual basis. The exact location, material, color, and height of the proposed fence or landscaped screening, together with a rendering or photograph thereof, shall be submitted to the Reviewing Authority for written approval at least thirty (30) days prior to proposed construction. If, however, approval has not been received by applicant in writing within forty-five (45) days after submittal, then said request shall be considered DENIED.

<u>Section 6.29</u> <u>Animal Kennels</u>. Animal kennels, doghouses, cages, runs, or stakes may not be placed inside any patio/courtyard area, outside of the Dwelling Units, or on any Common Area.

<u>Section 6.30</u> <u>Driveways</u>. All driveways shall be concrete, unless otherwise approved by the Reviewing Authority. Any modifications (i.e. color changes, stamping) must be approved by the Reviewing Authority.

Section 6.31 Diligence in Construction and Landscaping. Every Dwelling Unit constructed on a

Lot shall be completed within nine (9) months after the beginning of such construction, subject to force majeure events. No structure or improvement that has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. In addition, within sixty (60) days following completion of a Dwelling Unit on a Lot, the Owner shall complete the approved landscaping for the Lot, weather permitting.

<u>Section 6.32</u> <u>Right of Entry</u>. All Owners and occupants of a Dwelling Unit shall be deemed to have granted the right of entry thereto to the Association, and including any Managing Agent of the Association or any other person authorized by the Board, in case of any emergency originating in or threatening a Dwelling Unit, whether the Owner is present at the time or not, for purposes of addressing what is presented as an emergency.

ARTICLE 7

Maintenance, Repairs, and Replacements

Section 7.1 By Owners. Each Owner shall be responsible for the maintenance, repair, and replacement of all portions of said Owner's Dwelling Unit and Lot which are not the responsibility of the Association under Section 7.2 of this Declaration. Accordingly, each Owner shall make all such repairs, undertake all such maintenance, and make all such replacements as shall be necessary in order to keep and maintain those parts and components of the Owner's Dwelling Unit and Lot, which are not the responsibility of the Association under Section 7.2, in good condition and repair and in an aesthetically pleasing appearance, which shall include, but not be limited to responsibility for all fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located; the foundation; all windows and window components; all doors (including garage doors); courtyards/patios; sidewalks; driveways; fencing or privacy screens; internal water lines, plumbing, electric lines, and gas lines; all appliances; and all other fixtures, equipment, and accessories belonging to the Owner and a part of or appurtenant to said Owner's Dwelling Unit or Lot. In addition, each Owner expressly covenants and agrees to keep the grass on the Lot properly cut and mowed and free of weeds and otherwise neat and tidy and attractive in appearance and keep all landscaping materials and beds free of weeds, neat and tidy and attractive in appearance. Each Owner further covenants and agrees to cut down and remove any dead trees located on said Owner's Lot. Each Owner further covenants and agrees to promptly perform such other maintenance, repairs, and replacements in and to said Owner's Lot and Dwelling Unit, not the responsibility of the Association under said Section 7.2, which if neglected might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association or present an unsightly appearance.

Section 7.2 Common Areas and Maintenance by the Association.

(a) The Association, as part of its duties, and as part of the Common

Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area;

(ii) Maintenance of the entry signs, permanent subdivision identification signs, and landscaping installed by the Declarant or Association in any Common Area, Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement, or similar easement; and

(iii) The maintenance of any street lights which are installed by Declarant or by the Association and which are not located upon any Lot.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to maintain, repair, or replace any of the Common Area owned by the Association, in the event that due to the willful, intentional, or negligent acts or omissions of an Owner or a member of an Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association or to any of the portions of the Lots for which the Association is responsible under subparagraph (a) above, then such Owner shall pay for such damage and for all such maintenance, repairs, and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the Assessment to which the Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors, and any Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be appropriate in the discretion of the Association, the Board of Directors, or any Managing Agent in connection with assessing the need for and then performing any maintenance, repairs, or replacements of or to the Common Area owned by the Association or those portions of the Property as provided in subparagraph (a) above, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE 8

Insurance and Restoration Responsibilities

<u>Section 8.1 Liability Insurance</u>. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, any public ways, and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association may procure blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any Management Agent that handles funds for the Association may be covered by its own fidelity bond, which would provide the same coverage required of the Association. The Association shall be named as an additional obligee in any Management Agent's bond. Any fidelity bond shall cover the maximum funds that will be in the custody of the Association or its Management Agent at any time while the bond is in force. In addition, the fidelity bond coverage should cover at least one (1) years' Assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

<u>Section 8.3 Miscellaneous Insurance Provisions</u>. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, casualty insurance covering any insurable Common Area or other improvements and/or structures owned by the Association, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable, or appropriate. Such insurance coverage may also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors, and any Management Agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

<u>Section 8.4 Casualty and Restoration</u>. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Notwithstanding any provision to the contrary elsewhere contained and for purposes of avoidance of doubt, each Owner shall be solely responsible for loss or damage to the Owner's Dwelling Unit, any

other improvements on the Owner's Lot, and all of the contents of or in the Dwelling Unit, however caused, and the Owner's other personal property stored elsewhere within the Property. The Association shall have no liability to any Owner for any loss or damage to a Dwelling Unit, any other improvements on an Owner's Lot, the contents of or in any residence or Dwelling Unit owned by the Owner, or any Owner's personal property stored elsewhere within the Property, however caused. At all times, each Owner shall obtain his or her own insurance to cover such loss and risk. Such casualty insurance coverage shall be for full replacement cost, subject to a reasonable deductible, to provide sufficient proceeds to fully replace a Dwelling Unit damaged or destroyed as a result of fire, earthquake, or any other casualty, to the way or condition in which such Dwelling Unit existed prior to such fire, earthquake, or other casualty. Each Owner may be asked to provide the Association with proof of insurance on an annual basis. The Association must also be listed as an "Additional Insured" (or its equivalent if an insurance company uses different terminology) on all of the Owner's policies that pertain to the Dwelling Unit. In no event will the Association or the Declarant maintain any insurance on any privately owned residence, Dwelling Unit, or structure, and neither the Association nor the Declarant shall have any liability to any Owner for any loss or damage to a Dwelling Unit or Lot, any improvement on a Lot, or to the contents of any residence, Dwelling Unit, building, or other personal property of any Owner. To the extent insurance proceeds are insufficient to pay for the full replacement of the Dwelling Unit after such fire, earthquake, or other casualty, the Owner shall nevertheless be obligated to fully replace the Dwelling Unit or other insured property, and to pay any cost thereof not covered by insurance proceeds.

Section 8.5 Insufficiency of Insurance Proceeds Payable to Association for Common Area. If any insurance proceeds received by the Association as a result of any fire or any other casualty, peril, or disaster to Common Area or other improvements or property owned by the Association is not adequate to cover the cost of repair and reconstruction of the Common Area or other improvements or property covered by such insurance, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements or property damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association, which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

<u>Section 8.6 Surplus of Insurance Proceeds Payable to Association</u>. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage to any Common Area or other improvements or property owned by the Association has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage to any Common Area or other improvements or property owned by the Association shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

ARTICLE 9

Mortgages

<u>Section 9.1 Mortgagee Rights</u>. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association upon ten days advance written notice to the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

<u>Section 9.2 Notice to Mortgagees</u>. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid Assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its Bylaws, or any other applicable documents. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

<u>Section 9.3 Condemnation and Insurance Awards</u>. No provisions of this Declaration, or any amendment thereto, shall give any Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

<u>Section 9.4 Right of First Refusal</u>. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit.

<u>Section 9.5 Unpaid Dues or Charges</u>. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE 10

General Provisions

<u>Section 10.1 Right of Enforcement</u>. Subject to the requirements and provisions of the By-Laws concerning "Grievance Resolution Procedures", in the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated or in the Plats or any of the rules and regulations adopted by the Board of Directors of the Association or any of the other Eagles Landing Associations, then the Declarant, the Association, or any aggrieved Owner and all parties claiming under them shall have the right to enforce the same, and pursue any and all remedies, at

law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein or in the Plats, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

<u>Section 10.2 Delay or Failure to Enforce</u>. No delay or failure on the part of the Declarant, the Association, any of the other Eagles Landing Associations, an Owner, or any other aggrieved party to invoke any available remedy with respect to a violation of any one or more of the covenants, conditions, and restrictions in this Declaration or of the rules and regulations of the Association or of any of the other Eagles Landing Associations shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration or any such rules and regulations.

<u>Section 10.3 Severability and Waiver</u>. This Declaration shall be enforceable to the fullest extent permitted at law or in equity. Invalidation of any one of the covenants, restrictions, or provisions contained in this 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. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as an estoppel of that person to assert any right available to him upon the occurrence, recurrence, or continuation of any violation or violations of the restrictions.

<u>Section 10.4 Assignment</u>. Declarant may at any time assign some or all of its rights and obligations under this Declaration after written notice to the Board of Directors of the Association. Such assignment shall be effective after it is executed and recorded by Declarant with the Recorder of the County in which the Property is located. After such assignment is recorded with the Recorder of the County in which the Property is located, Declarant shall have no further obligations or liabilities under the Declaration with respect to the rights or obligations assigned.

Section 10.5 Amendment. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time may be amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property, and specifically including any Lots, together with their heirs, successors, assigns, and all parties closing a purchase under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Johnson County, approved by the then Owners' of at least seventy-five percent (75%) of the Lots (including Declarant or Builder) provided however, that none of the easements, rights, or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited in the paragraph immediately below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within six (6) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners, or Declarant shall effect any of the following changes without the prior written approval of the then Owners of eighty percent (80%) of the Lots (including Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer within the meaning of this clause;

(b) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount that is at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

Section 10.6 Reserved Rights of Declarant to Amend Declaration. Notwithstanding any provisions of the Declaration, the Association Articles, the Association By-Laws, or any other document governing the development and administration of the Property to the contrary, until such time as the Declarant has sold all of the Lots, Declarant hereby reserves the right, so long as Declarant or any entity related to Declarant owns any Lot within the Real Estate, to make any technical amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Declarant, including without limitation, to bring Declarant or or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto.

<u>Section 10.7 Assignment</u>. Declarant may assign or otherwise transfer any and/or all of its rights as Declarant in whole or in part upon written notice to the Board of Directors of the Association.

<u>Section 10.8 Condemnation, Destruction or Liquidation</u>. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements, or agreements for the handling of any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the Common Area owned by the Association. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders.

<u>Section 10.9</u>. <u>Controlling Document</u>. If there is any conflict between the provisions of this Declaration and any Plat of all or a part of Rock Ridge Manor Subdivision, the terms and provisions of this Declaration shall be controlling. If there is any conflict between the provisions of this Declaration and Articles of Incorporation or By-Laws of the Association, the terms and provisions of this Declaration shall be controlling. Conflict, as used herein, shall mean a situation where the application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.

ARTICLE 11

EAGLES LANDING MASTER OWNERS ASSOCIATION INC AND LEGENDS OF INDIANA AMENITIES

<u>Section 11.1 Membership in Eagles Landing Master Owners Association Inc.</u> Each Owner shall automatically be and become a member of Eagles Landing Master Owners Association Inc, and shall remain a member of the Eagles Landing Master Owners Association Inc for so long as each Owner owns a Dwelling Unit.

<u>Section 11.2</u>. <u>Classes of Membership for Eagles Landing Master Owners Association Inc</u>. The Estates at Franklin Master Owners Association Inc shall have two (2) classes of membership, as follows:

(i) <u>Class A Members</u>. Class A members shall be all Class A Members of the Association, all Class A Members of Caledonia Park at Eagles Landing Owners Association Inc, all Class A Members of Legendary Ridge at Eagles Landing Inc, and The Estates at Franklin LLC. For purposes of clarity and avoidance of doubt, each Owner of a Lot in Caledonia Park Subdivision, Rock Ridge Manor Subdivision, and Legendary Ridge Subdivision is a Class A Member of the Association for that specific Subdivision in the Eagles Landing PUD, and where more than one person holds an interest in any Lot, all such persons shall be Members;

(ii) <u>Class B Member</u>. The Class B member shall be the Declarant, The Estates at Franklin LLC ... The Class B Membership will cease when Declarant has sold and no longer owns any Lots in Caledonia Park Subdivision, Rock Ridge Manor Subdivision, and Legendary Ridge Subdivision.

Section 11.3 Voting Rights of Classes of Membership for Eagles Landing Master Owners Association Inc.

(i) <u>Class A</u>. At such time as the Class B Membership in Eagles Landing Master Owners Association Inc. has ceased, then on all matters coming before Eagles Landing Master Owners Association Inc. the Class A members shall be entitled to one (1) vote. For purposes of clarity and avoidance of doubt, when more than one person holds an interest in any Lot, the vote for such Lot, and thus for the Class A Membership associated with that Lot, shall be determined among the Owners of that Lot, but in no event shall more than one vote be cast with respect to any Lot and the Class A Membership associated with that Lot.

(ii) <u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the date when the Class B Membership ceases.

Section 11.3 Legends of Indiana Amenities. Membership in the Association does not imply or confer any membership in the Legends of Indiana or any right to usage of any property owned by Legends of Indiana. Use of the swimming pool and related facilities, golf courses and related facilities, the clubhouse, and any other Legends of Indiana facilities now or hereafter existing is restricted to holders of valid social or golf memberships (or other membership classes that may be established by Legends of Indiana from time to time) in accordance with the terms of such membership as granted by Legends of Indiana.

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IN WITNESS WHEREOF, The Estates at Franklin LLC, an Indiana limited liability company, has caused this Declaration to be executed as of the date first written above.

The Estates at Franklin LLC, an Indiana limited liability company By:

Fred Paris, Manager

STATE OF INDIANA)) SS: COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Fred Paris, President and Manager of The Estates at Franklin LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Declaration of Covenants, Conditions, and Restrictions for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

My Commission Expires:

, Notary Public

My County of Residence is:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law.

Roger Curry

This instrument was prepared by and after recording return to: Roger Curry, P O Box 7, Whiteland, In 46184 IV.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JK MANOR HOUSE AT EAGLES LANDING SUBDIVISION

DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS

FOR

JK MANOR HOUSE AT EAGLES LANDING

A Subdivision located in Johnson County, Indiana

DECLARATION OF COVENANTS, CONDITIONS,

AND RESTRICTIONS FOR JK MANOR HOUSE AT EAGLES LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR JK MANOR HOUSE AT EAGLES LANDING (Declaration") is made, dated, and executed effective as of the _____ day of _____, 2022 by The Estates at Franklin LLC, an Indiana limited liability company ("Declarant").

RECITALS

WITNESSETH:

WHEREAS, Declarant is the owner of certain improved real estate, located in Johnson County, Indiana, which is more particularly described in <u>Exhibit "A"</u> attached hereto and by this reference made a part hereof (hereafter the "<u>Real Estate</u>").

WHEREAS, the Real Estate is one of four Subdivisions in a larger 52.846 acre parcel of real estate (the "PUD Property") owned by Declarant that is being rezoned by Declarant as the Eagles Landing PUD, and which Real Estate is known and identified in said Eagles Landing PUD as JK Manor House Subdivision (the "JK Manor House Subdivision").

WHEREAS, Declarant intends that said Real Estate, known as JK Manor House Subdivision, may be used for various mixed uses as will be more specifically set forth and provided for in the Eagles Landing PUD zoning that is being pursued by Declarant for the PUD Property, and which is known as the Eagles Landing PUD.

WHEREAS, Declarant desires to subject the Real Estate to certain covenants, conditions, and restrictions for the purpose of preserving and protecting the value and desirability of all of the subdivisions that are part of the Eagles Landing PUD for the mutual benefit of each owner of any part thereof.

WHEREAS, Declarant further desires to create an organization to which shall be assigned the

responsibility for maintaining and administering any Common Areas that are part of the Eagles Landing PUD and of administering and enforcing the covenants, conditions, and restrictions contained in this Declaration and the subdivision Plats of the real estate that is part of the Eagles Landing PUD as hereafter recorded in the office of the Recorder of Johnson County, Indiana and of collecting and disbursing Assessments and charges as therein provided.

NOW, THEREFORE, the Declarant hereby declares that all of the Real Estate, as the same is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and/or improved, is subject to the following covenants, conditions, and restrictions (the "<u>Restrictions</u>"), all of which shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Real Estate or any part or parts thereof, each of whom agrees to keep, observe, and comply with the terms and conditions hereof.

ARTICLE 1

Name

The Real Estate subject to this Declaration shall be known and designated as JK Manor House at Eagles Landing (hereinafter "JK Manor House Subdivision"). Said Real Estate is more particularly described on Exhibit A attached hereto.

ARTICLE 2

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

<u>Section 2.1</u> "Association" means Eagles Landing Master Owners Association Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 2.2 "Board of Directors" means the Board of Directors of the Association.

<u>Section 2.3</u> "Common Area" means and includes: (1) those portions of the Real Estate, including improvements thereto, owned, to-be-owned, leased or to-be-leased by the Association from time to time, and (2) all portions of the PUD Property shown on any Plat or Plats of the PUD Property as a "Common Area". Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the PUD Property designated on the Plats for the PUD Real Estate as a "Block", as "Common Area", or as "C.A".

<u>Section 2.4</u> "Declarant" means The Estates at Franklin LLC, an Indiana limited liability company, and its heirs, successors, and assigns.

<u>Section 2.5</u> "Development Period" means the period of time commencing with Declarant's acquisition of the PUD Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot on any of the PUD Property.

<u>Section 2.6</u> "Lake Area(s)" means any Common Area on which a lake or other body of water now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc. "Lake" means any body of water, which now exists or is later constructed by Declarant, by Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc, or by any other Association that is a member of Eagles Landing Master Owners Association Inc in a Lake Area. For purposes of avoidance of doubt, Lake Areas and Lakes include all detention ponds and other similar detention structures and facilities.

<u>Section 2.7</u> "Landscape Easement(s)" means those areas of the PUD Property so designated on a Plat of any part of the PUD Property established for the purpose of providing community landscaping amenities and/or maintaining any landscaping required by any regulatory approvals.

<u>Section 2.8</u> "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to the Real Estate, including contract sellers and contract purchasers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant while Declarant is the fee simple owner of the Real Estate.

<u>Section 2.9</u> "Plat" means the subdivision Plat or Plats of the PUD Property, which are recorded with the Recorder of Johnson County, Indiana, as the same may be hereafter amended, modified, or supplemented.

<u>Section 2.10</u> "Provider" shall mean and refer to the entity or entities which provides Provider Services (as hereinafter defined).

<u>Section 2.11</u> "Eagles Landing Associations" means each of Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; and Rock Ridge Manor at Eagles Landing Lot Owners Association Inc.

<u>Section 2.12</u> "Eagles Landing Master Owners Association Inc" means Eagles Landing Master Owners' Association, Inc, an Indiana not-for-profit corporation. Eagles Landing Master Owners Association Inc is the not-for profit corporation which is comprised of all of Eagles Landing Associations and the Owner of the Real Estate. Each of the foregoing, being Caledonia Park at Eagles Landing Lot Owners Association Inc; Legendary Ridge at Eagles Landing Lot Owners Association Inc; Rock Ridge Manor at Eagles Landing Lot Owners Association Inc; and the Owner of the Real Estate are each a member of Eagles Landing Master Owners Association Inc. <u>Section 2.13</u> "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements" means those areas of the PUD Property so designated or depicted in any manner or otherwise provided for on a Plat of any part of the PUD Property, including the Real Estate.

ARTICLE 3

Property Rights, Easements, and Encroachments

Section 3.1 Owner's Easement of Enjoyment of Common Area. Owner shall have a nonexclusive right and easement of enjoyment, as may be limited or restricted by or in any applicable Plat or Declaration filed of record, in common with all other persons with corresponding rights, in and to any Common Area that is part of the PUD Property, which nonexclusive right and easement of enjoyment shall be appurtenant to and shall pass with title to the Real Estate, and including but not limited to a right to membership in the Association, subject to the following provisions:

(a) The right of the Association or any of the other Eagles Landing Associations to (i) charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association or situated upon the Common Area owned by any of the other Eagles Landing Associations, (ii) to fine Owner or make any Special Assessment against Owner in the event Owner or any person whose permitted right to use Common Areas derives from Owner violates any rules or regulations of the Association;

(b) The right of the Association, or any of the other Eagles Landing Associations, to suspend the voting rights and/or rights to the use of any recreational facilities, if any, by Owner (i) for any period during which any Assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, or any of the other Eagles Landing Associations, to promulgate reasonable rules and regulations governing the use and/or enjoyment of the Common Area owned by the Association, the Common Area owned by any of the other Eagles Landing Associations, or any Common Area so designated on any Plat or Plats of all or any part of the PUD Property;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The easements reserved elsewhere in any Declarations filed against any of the other real estate that is part of the Eagles Landing PUD or constitutes PUD Property and the rights of any of the other Eagles Landing Associations to grant further reasonable utility easements across and through the Common Area owned by that Association for the benefit of its members;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association or any of the other Eagles Landing Associations to dedicate or transfer all or any part of the Common Area owned by such Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed by such Association or any applicable Declaration of record, as may be amended; and

(h) The right of the Association, or any of the other Eagles Landing Associations, to grant, with or without payment to the Association, licenses, rights-of-way and easements under, across, through or over any portion of the Common Area.

<u>Section 3.2 Delegation of Use</u>. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, or any of the other Eagles Landing Associations, and subject to the rights of others as set forth in this Declaration or any other Declaration of record pertaining to any Common Area, Owner may assign Owner's right of enjoyment of the Common Area owned by the Association, or any of the other Eagles Landing Associations, to guests, tenants, or persons lawfully in possession of the Real Estate.

Section 3.3 Certain Obligations and Access Rights to the Common Area of the Association.

(c) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owner as set forth in this Declaration, shall be responsible for the management and control of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(d) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association, at reasonable times and at any time in case of emergency as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties.

<u>Section 3.4 Easement for Emergency Purposes</u>. A perpetual, non-exclusive easement is hereby dedicated and granted to any and all governmental authorities or agencies and specifically including but not limited to law enforcement, fire protection, and ambulances, upon, over, and across all Common Areas of the PUD Property for purposes of performing such duties and activities related to law enforcement, fire protection, and emergency transportation, and including use of such areas of the Property as are required in order to respond in the case of an emergency by emergency vehicles such

as fire trucks, police cars, and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.5 Designated Drainage, Utility, and Sewer Easements. Any strips of ground designated on any Plat or Plats for the PUD Property as drainage easements, utility easements, and/or sanitary or storm sewer easements, or any combination thereof (hereafter collectively "D&UE Easements") are hereby granted, created, and reserved for the non-exclusive use for such purposes by the appropriate governmental entities, public utilities, private utilities, and Providers for the installation, maintenance, repair and replacement of swales, ditches, mains, ducts, poles, lines, wires, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, the Community Network and Technology Infrastructure, and for ingress and egress to accomplish such installation, maintenance, repair, and replacement. No permanent structure of any kind, including fences, patios, decks, driveways, walkways, and trees, shall be built, erected or maintained on or within any such D & UE Easements and/or any other easements designated on the Plat(s) for the PUD Property or otherwise created by this Declaration. Any Purchasers of the Real Estate shall take title subject to all such easements hereby created, subject at all times to (i) the rights of proper authorities to service and maintain all such drainage, utility, and sanitary or storm sewer facilities and easements and (ii) the rights of such governmental entities, public utilities, and private utilities of ingress and egress to access all said easements. All governmental agencies or departments and public and private utilities are hereby given the right to obtain access to all such easement areas to perform maintenance and to perform such maintenance as may be necessary to protect their easement and servitude rights. Any D & UE Easements are hereby granted, created, and reserved (i) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the PUD Property, and (ii) for the non-exclusive use of the Association, the Johnson County Drainage Board, or any other applicable governmental authority for access to and maintenance, repair, and replacement of such drainage system. It shall be the responsibility of the Association and the Owner, as their interests may appear, to maintain any drainage areas enclosed within D & UE Easements in such condition that the flow of storm drainage waters on, across, under, and from said areas shall not be impeded, diverted, or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon the PUD Property, inclusive of the Real Estate, for the benefit of the owners of other land included within the Plat or within PUD Property, upstream or downstream, affected by such use and for any governmental agency or department of any private or public utility. It shall be the responsibility of the Association and the Owner to comply at all times with the provisions of the drainage plans approved for any Plats and/or for the Eagles Landing PUD by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat(s) and/or for the Eagles Landing PUD issued by those agencies.

Further, there are easements and servitudes hereby reserved upon the PUD Property for surface water runoff along natural valleys and drainage channels running to other land contained within the PUD Property, upstream and downstream. It shall be the responsibility of the Association and the Owner to use the PUD Property and to maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, under, from and to such areas shall not be impeded, diverted, or accelerated.

Section 3.6 Designated Easements for Landscaping, Mounding, Screening, and Signage. Within any strips of ground shown or designated on a Plat of or for the PUD Property or on any other recorded document as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose that is located on the PUD Property, Declarant hereby reserves unto itself and to the Association, the exclusive and sole right to install landscaping, mounding, walls, and screening as shown on such Plats.

<u>Section 3.7 Medians and Entry Features.</u> There may be landscaped medians and/or islands located within the PUD Property and within streets that are not otherwise labeled as Common Areas or as Landscape Easements. These areas are created and reserved for the location, installation, and maintenance of landscaping and entry features, such as but not limited to permanent walls, signs, fences, and landscaping materials. These landscaped areas and features shall be maintained by the Association as if such medians, entry features and associated landscaping were a Common Area.

Section 3.8 Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements Reserved to Declarant. The following rights and easements reserved in this Section 3.8 shall not be exercised in a manner that (i) unreasonably and materially affects the 25,000 square foot building located on the Real Estate, or the Owner's use or enjoyment thereof, or (ii) unreasonably and materially restricts the rights of ingress and egress to the Real Estate. The following rights and easements reserved by Declarant in this Section 3.4 shall run with the land. Declarant's right to further alter or grant easements shall automatically terminate after Declarant shall have conveyed the last Lot within the PUD Property, unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association, and hereby reserves and/or grants to any public or private utility, a general easement for utility, drainage, sanitary sewer, and storm sewer purposes (the "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements") in, on and over any portions of the Real Estate which do not have a structure or building situated thereon, so as to permit Declarant to properly install and allow to be installed and maintained all electrical, telephone, water, gas, utility, drainage, sanitary sewer, and storm sewer facilities and structures for purposes of serving any of the PUD Property. The foregoing Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements shall include all areas of the Real Estate that are outside the 25,000 square foot building located on the Real Estate. The rights hereunder and easements hereby reserved and granted shall survive the conveyance by the Declarant to any subsequent Owner of the Real Estate. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, sanitary sewer, storm sewer, utility, cable, landscape, sign, transmission, flowage, or other similar type of easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement and right-of-way in and to any Area within the Real Estate used as a water retention or detention area for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the PUD Property, and an easement of ingress and egress through so much of the Real Estate as is
reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the PUD Property, which such actions shall include the repair, maintenance, and replacement of retention and detention ponds in accordance with the requirements of applicable law and/or all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Real Estate for the benefit of the PUD Property or any portion thereof; and

(iii) Describe more specifically or change the description of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, or any other easement, license, or right-of-way now or hereafter existing on the Real Estate, by written instrument, amended Plat, or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

ARTICLE 4

Use and Restrictions

<u>Section 4.1</u> Outside Storage. All garbage, trash, and refuse shall be stored in appropriate containers located inside the improvements located on the Real Estate and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash, and refuse shall be placed in sealed, disposable plastic bags or other containers. In no event shall any burning of any garbage or refuse be allowed.

<u>Section 4.2</u> Front Setback Lines. Front Building setback lines are hereby established as shown on the Plat and any Development Standards. Between such Front Building setback lines and the right-of-way lines there shall not be erected, placed, or altered any structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

<u>Section 4.3</u> <u>Side and Rear Setbacks</u>. The minimum side yard and minimum rear yard setback requirements shall be those established by the applicable zoning and subdivision control ordinances, subject to variances granted to Declarant by applicable zoning authorities, and Owner shall comply

therewith.

<u>Section 4.4</u> Inoperative Motor Vehicles and Motor Vehicle Repair. No inoperative motor vehicles shall be allowed to remain on the Real Estate. No tires or parts or accessories for motor vehicles shall be allowed to be visible on the Real Estate and must be kept inside any garage. The repair of motor vehicle becoming inoperative or any material alteration of motor vehicles shall not be permitted on the Real Estate, unless entirely within a garage permitted to be constructed per the terms of the Declaration and applicable zoning.

<u>Section 4.5</u> <u>Nuisances</u>. No noxious or offensive activities shall be carried on or be permitted to exist on the Real Estate, nor shall anything be done thereon which may be or become a material annoyance, nuisance, or inconvenience or otherwise cause damage to other owners and/or occupants of PUD Property, including without limiting the generality of the foregoing, unreasonable noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or loud persons. Any structure or building permitted to be constructed on the Real Estate, which may be all or in part destroyed by fire, wind, storm, or any other cause, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be promptly removed within a reasonable time after any such occurrence. It shall be the responsibility of Owner to prevent the development or occurrence of any unclean, unhealthy, unsightly, or unkempt conditions on the Real Estate.

<u>Section 4.6</u> Permitted Uses. No use shall be made of the Real Estate, except as is permitted by the applicable zoning and subdivision control ordinances under which the PUD Property is being developed and/or rezoned.

<u>Section 4.7</u> <u>Unsightly Objects</u>. In order to maintain the standards of the PUD Property, no refuse pile, debris, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on the Real Estate. Failure to comply shall warrant the Declarant or the Association to clear the refuse from the Real Estate at the expense of the Owner, and there shall be a lien against said Real Estate for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association and/or the Declarant may file suit and recover such amount, together with reasonable attorneys' fees and costs of collection.

<u>Section 4.8</u> <u>Site Visibility</u>. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) feet and twelve (12) feet above the street shall be placed or permitted to remain on any corner of the Real Estate within the triangular area formed by the street right-of-way lines and a line connecting points forty (40) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

Section 4.9 Driveways. All driveways shall be asphalt or concrete.

ARTICLE 5

Maintenance, Repairs, and Replacements

<u>Section 5.1 By Owner</u>. Owner shall be responsible for the maintenance, repair, and replacement of all portions of any improvements located on the Real Estate, including but not limited to any buildings or structures, all asphalt or concrete, and all utility lines, structures, and components (the "Owner's Improvements"). Accordingly, Owner shall make all such repairs, undertake all such maintenance, and make all such replacements as shall be necessary in order to keep and maintain the Owner's Improvements in good condition and repair and in an aesthetically pleasing appearance. In addition, Owner expressly covenants and agrees to keep the grass on the Real Estate properly cut and mowed and free of weeds and otherwise neat and tidy and attractive in appearance and keep all landscaping materials and beds free of weeds, neat and tidy and attractive in appearance. Owner further covenants and agrees to promptly perform such other maintenance, repairs, and replacements in and to said Real Estate, not the responsibility of the Association under said Section 4.2, which if neglected might adversely affect the other Subdivisions comprising the Eagles Landing PUD or any part of the Common Area owned by the Association or otherwise present an unsightly appearance.

Section 5.2 Common Areas and Maintenance by the Association.

(c) The Association, as part of its duties, and as part of the Common Expenses of the Association, shall provide for:

(i) Maintenance of any Common Area. Maintenance of any Common Area shown on any Plats of the Real Estate; and

(ii) Maintenance of the entry signs, subdivision identification signs, and landscaping installed by the Declarant or Association in any Common Area, Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement, or similar easement located on the Real Estate; and

(b) The authorized representatives of the Association and any Managing Agent for the Association (if any) are hereby granted an easement for access upon and to the Real Estate as may be appropriate in the discretion of the Association in connection with assessing the need for and then performing any maintenance, repairs, or replacements of or to the Common Area located on the Real Estate.

ARTICLE 6

General Provisions

<u>Section 6.1 Right of Enforcement</u>. Subject to the requirements and provisions of the By-Laws of the Association concerning "Grievance Resolution Procedures", in the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated or in the Plats or any of the rules and regulations adopted by the Board of Directors of the Association, then the Declarant or the Association, and all parties claiming under them shall have the right to enforce the same, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof provided ten days advance notice of any violation was first provided to Owner and Owner failed to cure.

Section 6.2 Delay or Failure to Enforce. No delay or failure on the part of the Declarant, the Association, or any other aggrieved party to invoke any available remedy with respect to a violation of any one or more of the covenants, conditions, and restrictions in this Declaration or of the rules and regulations of the Association shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration or any such rules and regulations.

<u>Section 6.3 Severability and Waiver</u>. This Declaration shall be enforceable to the fullest extent permitted at law or in equity. Invalidation of any one of the covenants, restrictions, or provisions contained in this 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. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as an estoppel of that person to assert any right available to him upon the occurrence, recurrence, or continuation of any violation or violations of the restrictions.

<u>Section 6.4 Amendment</u>. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time may be amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning the Real Estate, together with its heirs, successors, assigns, and all parties claiming under them. This Declaration may be amended or modified by the Declarant at any time that Declarant is the fee simple owner of the Real Estate by an instrument recorded in the Office of the Recorder of Johnson County, Indiana signed by Declarant as the fee simple owner of the Real Estate.

ARTICLE 7

EAGLES LANDING MASTER OWNERS ASSOCIATION INC AND LEGENDS OF INDIANA AMENITIES

Section 7.1 Membership in Eagles Landing Master Owners Association Inc. Owner, and Owner's heirs, successors, and assigns, shall automatically be and become a member of Eagles Landing Master Owners Association Inc, and shall remain a member of Eagles Landing Master Owners

Association Inc for so long as Owner holds fee simple title to the Real Estate.

<u>Section 11.2</u>. <u>Classes of Membership for the Eagles Landing Master Owners Association Inc</u>. The Eagles Landing Master Owners Association Inc shall have two (2) classes of membership, as follows:

(i) <u>Class A Members</u>. Class A members of the Association shall be all Class A Members of Caledonia Park at Eagles Landing Owners Association Inc, all Class A Members of Rock Ridge Manor at Eagles Landing Owners Association Inc, all Class A Members of Rock Ridge Manor at Eagles Landing Owners Association Inc, and the fee simple owner of the Real Estate, the Real Estate being JK Manor House Subdivision. For purposes of clarity and avoidance of doubt, each Owner of a Lot in Caledonia Park Subdivision, each Owner of a Lot in Legendary Ridge Subdivision, each Owner of a Lot in Rock Ridge Manor Subdivision, and each owner of the Real Estate is a Class A Member of the Association, and where more than one person holds an interest in any Lot, all such persons shall be Members;

(ii) <u>Class B Member</u>. The Class B member shall be the Declarant, The Estates at Franklin LLC. The Class B Membership will cease when Declarant has sold and no longer owns any Lots in Caledonia Park Subdivision, Legendary Ridge Subdivision, and Rock Ridge Manor Subdivision.

Section 11.3 Voting Rights of Classes of Membership in Eagles Landing Master Owners Association Inc.

(i) <u>Class A</u>. At such time as the Class B Membership in Eagles Landing Master Owners Association Inc. has ceased, then on all matters coming before Eagles Landing Master Owners Association Inc. the Class A members shall be entitled to one (1) vote. For purposes of clarity and avoidance of doubt, when more than one person holds an interest in any Lot, the vote for such Lot, and thus for the Class A Membership associated with that Lot, shall be determined among the Owners of that Lot, but in no event shall more than one vote be cast with respect to any Lot and the Class A Membership associated with that Lot.

(ii) <u>Class B</u>. The Class B member shall be the Declarant. The Class B Member will be the only member with voting rights until the date when the Class B Membership ceases.

<u>Section 11.3 Legends of Indiana Amenities</u>. Membership in the Association does not imply or confer any membership in the Legends of Indiana or any right to usage of any property owned by Legends of Indiana. Use of the swimming pool and related facilities, golf courses and related facilities, the clubhouse, and any other Legends of Indiana facilities now or hereafter existing is restricted to holders of valid social or golf memberships (or other membership classes that may be established by Legends of Indiana from time to time) in accordance with the terms of such membership as granted by Legends of Indiana.

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IN WITNESS WHEREOF, The Estates at Franklin LLC, an Indiana limited liability company, has caused this Declaration to be executed as of the date first written above.

The Estates at Franklin LLC, an Indiana limited liability company By:

Fred Paris, Manager

STATE OF INDIANA)) SS: COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Fred Paris, President and Manager of The Estates at Franklin, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Declaration of Covenants, Conditions, and Restrictions for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

, Notary Public

My Commission Expires:

(Printed)

My County of Residence is:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law.

Roger Curry

This instrument was prepared by and after recording return to: Roger Curry, P O Box 7, Whiteland, In 46184

EXHIBIT J

VINYL MINIMUM STANDARDS & SPECIFICATIONS



Noies:

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16

Foam-backed siding options <u>Installing</u> vinyl siding panels



Replacing panels and outside corners



< PREVIOUS PAGE | SPEC GUIDE CONTENTS | INDEX | NEXT PAGE > ETHIBY Structure[®] $\mathcal{I}(S)$ Home Insulation System[™] Accessories VINYL **Product Code/Description Color Availability** White SRLIN5 Structure 5° Corner Lineal PR0 with EPS Foam Length: 20' 10 Pcs./Ctn. D \square 80 Lbs./Ctn. CTS White SRLIN35 Structure 3-1/2" Window and Door Casing Lineal with EPS Foam Length: 20' 10 Pcs./Ctn. 68 Lbs./Cm. .Vhite LINQRS **Corner Starter and Lineal** Length: 20' 10 Pcs./Ctn. 68 Lbs./Ctn. White SCROWN126 Light Colors Snap-In Crown 3" Crown Cameo Desert Sand Length: 12' 6" Wicker 20 Pcs./Ctn. Classic Color 55 Lbs./Ctn. **Pebblestone Clay**

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ENHIBA J(3)

Structure

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V I N Y I



Color Availability White **Light Colors** Everest Almond Harbor Grey Carneo Pebblestone Clay Classic Cream Scotlish Thistle Desert Sand Deep Colors Linen Autumn Harvest Sage Deep Granite Sandtone English Wedgewood Silver Grey Victorian Grey Misty Shadow Montana Suede Wicker Quiet Willow Rugged Canyon **Classic Colors** Russet Red Corn Silk Vineyard Grove While Light Colors Everesl Almond Harbor Grey Cameo Pebblestone Clay Classic Cream Scottish Thistle Desert Sand **Deep Colors** Linen Sage Sandtone Silver Grey Victorian Grey Wicker

Autumn Harvest Deep Granite English Wedgewood Misty Shadow Montana Suede **Quiet Willow** Rugged Canyon **Classic Colors** Russet Red Corn Silk Vineyard Grove

SRSS **Structure Starter Strip** Length: 12' 6" 24 Pcs./Ctn. 46 Lbs./Ctn.



MVJ125 All Purpose J-Channel - 1-1/4" 1" Face Length: 12' 6"

20 Pcs./Ctn. 29.5 Lbs./Ctn.

WCT12

Length: 12' 6"

20 Pcs./Ctn. 66 Lbs./Ctn.

20

2-1/2" Wide Window Casing Trim - 1-1/4"



White Light Colors Almond Cameo Classic Cream Desert Sand Linen Sage Sandtone Silver Grey Victorian Grey Wicker **Classic Colors** Corn Silk

Harbor Grey Pebblestone Clay

Scottish Thistle

Deep Colors Autumn Harvest Deep Granite English Wedgewood Misty Shadow Monlana Suede Quiet Willow Rugged Canyon Russet Red Vineyard Grove

Everest

White

Click here to learn more about our products.

Product Code/Description	Color Availability
/VFJ061 Texible J-Channel - 1-1/4ª	White
ength: 12' 6" 10 Pcs./Ctn. 16 Lbs./Ctn. Throat width: 1-1/4"	

EtHIBIT J(S)

Pro-Tech® Plus Vinyl Soffit

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PTS12N **Pro-Tech® Plus** Ţ

Product Code/Description

Triple 4ⁿ **Non-Ventilated Panel**

Nominal .040° Thick Finish: Matte Length: 12' 16 Pcs./Ctn. 1.92 Sqs./Ctn. 90 Lbs./Ctn.



PTS12V **Pro-Tech® Plus** Triple 4" **Ventilated Panel**

Nominal .040" Thick Finish: Matte 5.87 Sq. In. N.F.A./Sq. Ft. Length: 12' 16 Pcs./Ctn. 1.92 Sqs./Ctn. 88 Lbs./Ctn.



Color Availability

White

Light Colors Almond Cameo **Classic Cream** Desert Sand Linen Sandtone Silver Grey Victorian Grey Wicker

Classic Colors Everest Harbor Grey **Peoblestone Clay**

Dark Color *Musket Brown

Light Colors Everest

Cameo Classic Cream Desert Sand Linen Sandtone Silver Grev Victorian Grey Wicker

White

Almond

Classic Colors Harbor Grey Pebblestone Clay

Dark Color Musket Brown

(Not warranted for sidewall use.)

PTS12CV **Pro-Tech® Plus** Triple 4" **Center Ventilated Panel**

Nominal .040" Thick Finish: Matte 1.96 Sq. In. N.F.A./Sq. Ft. Length: 12' 16 Pcs./Ctn. 1.92 Sqs./Ctn. 89 Lbs./Ctn.

(Not warranted for sidewall use.)



White

Notes:

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Notes:

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<u>Vertical</u> siding options <u>Installing</u> <u>vertical</u> siding

