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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 21st day of June 2013 by Saratoga Development, LLC (hereinafter referred to as the "Developer" as the term applies solely to the subdivision to be known as **Silverleaf**).

WITNESSETH:

WHEREAS, Saratoga Development, LLC is the owner of the lands contained in the area shown on Exhibit "A" at such time that this Declaration shall be recorded. Said Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known collectively as Silverleaf (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the office of the Recorder of Hamilton County, Indiana and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof:

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property of any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

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1. Definitions.

The following are definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Silverleaf Development Control Committee composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Silverleaf Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 11 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

F. "Declarant" shall mean Saratoga Development, LLC

G. "Builder" shall mean RH of Indiana LP and/or NVR, Inc.; or any other entity which has, by contract, entered into an agreement with the Declarant to purchase lots in Silverleaf for the purpose of speculative or contractual home sales. Under no circumstances shall the builder definition include a person or entity that has purchased a lot for the construction of their personal residence.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots in Silverleaf.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed is subject to the rules, regulations and ordinances of the Town of Fishers and of its building commissioners.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

E. Monuments. As a requirement of the State Board of Registration for Land Surveyors the Developer may be required to install property corner or lot corner monuments in the form of capped reinforcement bars at the time of platting of the Development. The cost of these monuments was included in the price of each lot. The Developer makes no warranties to any Owner as to the legitimacy of these monuments. The monuments have not been certified to any Owner but only to the Developer. No Owner within Silverleaf shall perform any work on said lot including but not limited to the installation of fences and perimeter landscaping based upon the location of said monuments. Although each of these monuments were properly installed, they are easily bumped, dislodged, stretched and moved during the construction process, lawn work and even child's play. Prior to any work being performed upon each Lot, it is highly recommended that each Lot be surveyed by a registered land surveyor. There are street monuments located throughout the Development that any surveyor can use to accurately and quickly locate all property corners. Any personal injury or property damage caused as a result of these monuments should be addressed through the State Board of Registration for Land Surveyors and by acceptance of the deed to each property; the Owner agrees to hold the Developer harmless as to any injury, whether personal or property.

3. GENERAL RESTRICTIONS

A. Fences. The Committee, prior to any installation, must approve any fencing, walls, mounds, and landscape screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Committee when reviewing fences 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 a Builder. All fences must be professionally installed. The Owner shall keep all fences in good repair. No fences shall be located any closer to the front lot line than a point ten (10) feet back from the front corners of the residence. Notwithstanding any other provision of this Declaration to the contrary, invisible electronic fences designed to restrict the movement of animals are expressly permitted. Notwithstanding any other provision of this Declaration to the contrary, on a corner lot, no solid/privacy fences will be allowed closer than fifteen (15) feet to the adjacent street right-of-way. No fences are allowed in easements and, if erected, are erected at the Owner's risk as such fences may be partially or completely torn down by others if said fences interfere with the installation, operation, and/or maintenance of the facilities for which the easement has been reserved. Any fence located along a common area or a perimeter boundary of the Development shall be of uniform size, materials, height, and design to be determined by "Committee".

(i) Height Restrictions: The Committee shall determine the height of fences and walls; provided, however, that the following maximum heights of walls and fences shall not exceed the following:

a. Black wrought iron fencing shall not exceed six (6) feet in height;

b. Wood or vinyl/PVC fencing shall not exceed four (4) feet in height; provided, however, that this restriction may be waived by the Committee to enclosed an in-ground pool or for patio screening;

c. No fence located on a Lot abutting a Pond shall exceed forty-two (42) inches in height beyond a point sixteen (16) feet from the rear line of the Dwelling Unit. However, this restriction may be waived by the Committee to enclose an in-ground pool.

d. Patio screens shall not exceed six (6) feet in height and shall not be connected as a fence.

(ii) Material and Finish. Black wrought iron fencing is preferred. However, the committee may allow wood fencing. Also, vinyl or PVC "picket" fencing may be allowed. If a wood picket fence is to be painted, then it should be maintained, at all times, in a "like new" condition. Chain link fencing is prohibited. The Committee must approve all fencing materials, design, and location. Screening walls above grade must be constructed of natural stone, masonry, black wrought iron or decorative wood fencing. The Committee will approve landscape screening material, design, and location on an individual basis.

(iii) Approval. The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been issued by the Committee in writing within thirty (30) days after submission, then said request shall be considered DENIED (See Paragraph 8.)

(iv) Developer installed fence. Per the Commitments that the Developer agreed to as a condition of the Town of Fishers Plan Commission approval of the subdivision, the Developer shall have caused to be installed a board on board fence along the southern boundary of several of the lots within the Section One of the subdivision. There shall be created an easement that will permit the property owner abutting this southern boundary to cause to repair, replace and/or maintain the proposed fence in the event that the fence is not maintained to the satisfaction of the abutting property owner. This permission shall in no way be construed as a requirement that the beneficiary of the easement repair, replace and/or maintain the fence. The fence and the responsibility to maintain the fence shall belong to the several individual lots within the subdivision to the extent that the fence rests within the boundary of such lots.

B. Trees. Every lot must have at least two trees of a species acceptable to the Committee and to Town of Fishers growing upon it in the front yard by the first planting season after the house is completed.

C. Driveway. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

D. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within (9) months after the beginning of such construction or placement. No improvement which 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.

E. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(vi) Cut down and remove dead trees.

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

(vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

(vii) The owner of any lot abutting or adjacent to a retention pond or lake within a Common Area as defined in paragraph 10 shall maintain the Common Area, which lies immediately adjacent to and between the lot and the waterline of the pond or lake to prevent unsightly growth or weeds.

F. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder.

G. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners shall be responsible to maintain the grading of their respective lots as defined by the Silverleaf construction plans as prepared by Schneider Engineering and approved by the Town of Fishers. Any accumulation of silt or change in grading caused by sump-pump discharge, downspout run-off, general drainage or the dispersal of excavation spoilage, which creates standing water, or an improper drainage condition shall be the responsibility of the property owner to remove and correct.

H. Storm Sewer and Drainage Standards: Per the Town of Fishers, Unified Development Ordinance:

(i) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Director of Engineering. Property owners must maintain these swales as sodded grass-ways, or other surface approved by the Director of Engineering.

(ii) Water from roofs or parking areas shall be contained on the property long enough so that drainage swales or ditches shall not be damaged by such water. Directly piping water to a drainage swale is prohibited unless approved by the Director of Engineering.

(iii) Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the Director of Engineering. Culverts must be protected, especially at the ends, by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced.

I. Town of Fishers' Street Rights of Way: Per the Town of Fishers, Unified Development Ordinance:

(i) The owner or person in control of the dominant real estate adjacent to the area between the street and the sidewalk and/or right-of-way easement line on which any tree or shrub is planted pursuant to the above, shall be responsible for the maintenance and removal of the tree or shrub if such removal is necessary.

(ii) If after notice from the Town, the owner or person in control fails to maintain or remove a dead tree or shrub or any dead or dangerous limbs or branches thereon, the Town may remove said shrub or limbs and collect the costs thereof from the owner or person in control.

(iii) The Town and all public utilities retain their ownership and right to access to the area between the street and the right-of-way easement line of the dominant owner and retain the right to reasonably remove any tree or shrub impeding necessary work to be performed by the Town and/or all public utilities, or other properly authorized users.

(iv) Neither the Town nor any public utility or other properly authorized user of the Town's property located between the street and the sidewalk and/or right-of-way easement line shall be liable to the owner of the dominant real

estate for any damages done to trees or shrubs, located upon Town property between the street and the sidewalk and/or right-of-way or easement line as a result of actions of the Town or any public utility or other authorized user or their agents or employees in the performance of their duties.

J. Sump-pumps. Drainage swales are designed to channel storm water runoff to a collection basin. Drainage swales **are not** designed for sump-pump discharge and will not function in this capacity. All sump-pumps must be connected to a perforated drainage tile that has been trenched beneath the ground surface and outlet directly into a storm sewer structure. The exact location of a storm sewer structure and the length of perforated drainage tile necessary to properly outlet a sump-pump will vary per lot. Damage caused by sump-pump discharge into an open ditch or swale will be the direct responsibility of the homeowner.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter any storm drain. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer, nor the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health and Hamilton Southeastern Utilities, Inc. ("HSE"). No storm water (subsurface or surface) shall be discharged into sanitary sewers.

C. Sanitary sewer and utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and gives HSE the right of ingress/egress.

D. Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer manhole or clean-out casting.

E. The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes and no trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways is at the risk of being removed by utilities without the obligation of replacement.

F. No mounding, lighting, fencing, signs, retaining/landscaping/entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or right-of-ways is at the risk of being removed by utilities without obligation of replacement.

G. All homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.

H. Any discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) into the sanitary sewer system is strictly prohibited.

I. Grade changes across sanitary sewer facilities must be approved in writing by Hamilton Southeastern Utilities, Inc.

5. INDIVIDUAL LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT.

At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk to dawn yard light in the front yard of his lot or dusk to dawn coach lights mounted on the garage if permitted. The design, type and location of the lights shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said lights be purchased from the Developer or its designee.

6. MAILBOXES.

Owners of a lot in the Development shall install or cause to have installed a mailbox, which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

7. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs.

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

D. Vehicle Parking. No campers, motor homes, semi-trucks, trailers, boats, or disabled or unlicensed vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, shall be parked or stored for overnight or longer on any lot in the Development, nor shall any vehicle be parked on any street within the Development for more than two consecutive nights.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in Subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Trash Receptacles. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot without permission to do so from the Developer.

I. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

J. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted within the Development, without the approval of the

Committee. Satellite dishes will not be permitted to be installed on the front of a house and should be located as far to the rear of the residence as possible.

K. Swimming Pools. In ground swimming pools may be permitted but must be approved by the Committee. Above ground swimming pools will not be permitted in Silverleaf.

L. Basketball Goals. Portable basketball goals shall not be placed within the street right-of-way, including any public walk, and shall not be left outdoors overnight. Permanent basketball goals, if permitted, will not be allowed within the street right-of-way and must be approved by the Committee.

M. Mini-Barns. There will be no mini-barns or outbuildings of any kind on any lot located in Silverleaf.

N. Trampolines. Trampolines may be allowed in Silverleaf with the approval of the committee. When allowed, trampolines must be located near the rear of the residence in such a way as to minimize the visibility of the trampoline from the street. Additionally, tree and shrub screening may be required between the trampoline and any adjacent properties. Residents will be required, at there will, to receive approval from all adjacent property owners before a trampoline will be approved.

O. Swing-sets and Play Structures. Swing-sets and other children's play structures may be permitted but must be approved by the Committee. Only wood, professionally constructed play structures will be allowed in Silverleaf.

8. DEVELOPMENT CONTROL COMMITTEE

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee, except for original home construction by a builder who has entered into a contract with the Developer to purchase lots. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed

construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the 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 materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to scale of 1" = 30', or to such other scale as the Committee shall require.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(c) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. No variance granted creates an allowance for said variance on other lots within the development but provides for that variance to be permitted solely as it applies to the designated lot.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within seven (7) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notification to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, 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 according thereto. Further, the Committee does not make any 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. Further, an approval by the Committee does not represent an improvement location permit or a building permit issued by an appropriate regulatory agency. It is the obligation of an Owner to research and obtain the proper regulatory approval from the Town of Fishers and any affected utility companies that may have easement rights upon a Lot.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Development Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

9. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single-dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single-dwelling house.

10. OWNERSHIP, USE AND ENJOYMENT OF COMMONS.

"Commons" and "Commons Area" shall mean those areas set aside as "Blocks" for conveyance to the Association, as shown on the plats. Any Commons depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the Commons. However, the Developer does reserve the right to dedicate particular "Blocks" to the public via a recognized public authority such as a Town, City or County or their respective park boards.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the commons, is granted to the persons who are from time to time members of the Association. Ownership of any commons shall be conveyed in fee

simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Commons to the Association.

11. SILVERLEAF PROPERTY OWNERS ASSOCIATION, INC.

A. In General. The Declarant has or will create within six months of the recording of a Secondary Plat of the Real Estate, under the laws of the State of Indiana, a not-for-profit corporation to be known as the Silverleaf Property Owners Association, Inc., referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Classes of Membership. The Corporation shall have two (2) classes of voting membership, as follows:

Class A. Class A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Corporation the name of the voting co-Owner or other person entitled to vote at such meeting, unless such co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B. The Class B Member(s) shall be the Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Corporation, to five (5) votes for each Lot owned by it and five (5) votes for each fifteen-one hundredths (15/100) of an acre or part thereof which has been subjected to the Declaration as part of the Development (as defined in the Declaration) but not subdivided into Lots and other areas by the

recording of a subdivision plat. The Class B membership shall cease and terminate upon the first to occur of (a) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Corporation; (b) one hundred twenty (120) days after eighty-five percent (85%) of the Lots in the Property have been conveyed to Owners other than Declarant; provided, however, that for the purpose of making any determination under this subsection (b) it shall be assumed that there are 235 lots in the Development whether or not there are in fact such number of Lots in the Development at any time; (c) ten (10) years after the date of recording of the first conveyance of a Lot to an Owner other than Declarant.

Declarant shall be entitled to Class A memberships for all Lots of which it is the Owner on or after the termination of Class B membership.

C. Board of Directors. The Board of Directors of the Association shall be elected or appointed. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain the landscaping and any improvements that may be constructed or installed in any common areas and landscape easements. These areas shall be kept in neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair the entryway monuments, lighting and irrigation systems at the entry to Silverleaf on Prairie Baptist Road and on 136th Street.

(iii) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including director's and officer's insurance) and such other insurance as it deems necessary or advisable.

(iv) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

(v) The Association shall maintain any retention ponds that are constructed as a result of the development. Also, refer to Paragraph 3.E. (vii)

(vi) The Association shall maintain all "non-DOT" approved street name signs, regulatory signs, guide signs and warning signs in Silverleaf.

(vii) The Association shall contract for street lighting at the entrances to Silverleaf and throughout the development. Street lighting contracts may include material and installation costs as well as monthly electrical usage and maintenance. Street lights may be purchased on contract or leased.

(viii) The Association shall be responsible for public sidewalk maintenance as required by the Town of Fishers until such time as all sidewalk improvements in Silverleaf are maintained by the Town of Fishers. All lot owners will submit a sidewalk maintenance fee (see paragraph 12. D.) at the time of house purchase and closing. The Association shall hold all collected sidewalk maintenance fees. In the event that the developer or home builder performs normal maintenance on any public sidewalk, the costs shall be reimbursed by the Association from the sidewalk maintenance reserve account. In the event that the sidewalk maintenance reserve account has inadequate funds for the maintenance and repair of Silverleaf sidewalks, then the Association shall fund any deficit from other reserves or a special assessment. In the event that sidewalks are damaged by lot owners or identifiable third parties, the Association may seek payment for any repairs from the offending party.

12. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer or Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) initiation fee; (2) sidewalk maintenance fee; (3) annual assessments or charges; and (4) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, cost, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas and

improvements, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Initiation Fee. Each lot owner shall, upon becoming a member of the Association, be subject to a one time initiation fee of Three Hundred and Fifty Dollars ($350.00). This initiation fee is to be paid at the time of the house closing and shall not be prorated.

D. Sidewalk Maintenance Fee. Each lot owner shall, upon becoming a member of the Association, be subject to a one time sidewalk maintenance fee of One Hundred Dollars ($100.00). This sidewalk maintenance fee is to be paid at the time of the house closing and shall not be prorated.

E. Maximum Annual General Assessments. The Maximum annual general assessment for the Association shall be Four Hundred and Thirty Five Dollars ($435.00) per lot until such time that the swimming pool is operational when the maximum annual general assessment shall be increased to Six Hundred and Thirty Five Dollars ($635.00).

i. The maximum annual general assessment may be increased by the Board each year not more than 10% above the maximum annual general assessments permitted for the previous year without a vote of the membership of the Association.

ii. The maximum annual general assessments may be increased more than 10% over the maximum annual general assessments permitted for the previous year only upon an approving vote of two-thirds (2/3rds) of each Class of members who are eligible to vote at a meeting called for such purpose

F. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association 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 for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

G. Notice and Quorum for Any Action Authorized Under Section E and F. Written notice of any meeting called for the purpose of taking any action authorized under Section E and F shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of

the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

H. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. Assessments shall be pro-rated for any partial year. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, 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.

I. Effect of Non-Payment of Assessments: Remedies of the Association. Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

J. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, 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.

K. Suspension of Privileges of Membership. Notwithstanding any other provisions contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights if any, and the services to be provided by the Association, of any member or associate member (i) for any period during which the Association charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association: and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

13. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of these Restrictions.

C. Attorney Fees. The Association shall be entitled to reimbursement of its costs and reasonable attorney fees from the violating party if the Association prevails in any

cause, whether in law or equity, brought to prevent the occurrence or continuation of any violation of these Restrictions.

14. EFFECT OF BECOMING AN OWNER.

The owners of any lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By accepting of such deed or execution of such contract, the owner acknowledges the rights and powers of the Developer, Committee and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with the Developer, Committee and the Association and to and with the owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

15. TITLES.

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

16. DURATION.

The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

17. SEVERABILITY.

Every one of the Restrictions is hereby declared independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land that holding shall be

without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

18. LITIGATION.

No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and containing the affirmative vote of Voting Members representing at least seventy-five (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

abshack

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21st day of June, 2013.

SARATOGA DEVELOPMENT, LLC
An Indiana Limited Liability Corporation

By: _____
Corby D. Thompson, Manager

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Corby D. Thompson, Manager of Saratoga Development, LLC, an Indiana Limited Liability Corporation, who acknowledged the execution of the above and foregoing for and on behalf of said Corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 21st day of June, 2013

Notary Public: _____
Tamara Dible

NOTARY PUBLIC SEAL INDIANA

Tamara Dible
Comm Exp. 3-18-2016
Res. of Hancock Co.

Commission Expiration: 3-18-2016
County of Residence: Hancock

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Corby D. Thompson.

Prepared by: Christopher W. Werth, Saratoga Development, LLC

abshack

EXHIBIT "A"
LAND DESCRIPTION

Part of the Northwest Quarter of Section 30, Township 18 North, Range 6 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at a stone marking the Northwest corner of said Northwest Quarter Section, thence North 89 degrees 40 minutes 14 seconds East (basis of bearing being Indiana State Plane Coordinate System Grid North) along the North line of said Quarter Section 1,204.50 feet to the Northwest corner of land described in a Limited Warranty Deed to Hamilton Southeastern School recorded as Instrument Number 2007004307 in the Office of the Recorder of said Hamilton County, the following three courses being along the West and South lines of said land; (1) thence South 00 degrees 21 minutes 58 seconds East, parallel with the West line of said Quarter Section, a distance of 50.00 feet to the **Point of Beginning**; (2) thence continuing South 00 degrees 21 minutes 58 seconds East, parallel with the West line of said Quarter Section, a distance of 951.10 feet to the Southwest corner of said land; (3) thence North 89 degrees 40 minutes 14 seconds East, parallel with the North line of said Quarter Section, 870.25 feet to the Southeast corner of said land; thence continuing North 89 degrees 40 minutes 14 seconds East along a southern line of land described in a Warranty Deed to Fishers East, LLC, recorded as Instrument Number 200500051747 in said Recorder's Office, a distance of 566.54 feet to the East line of said Quarter Section; thence South 00 degrees 29 minutes 28 seconds East along said East line a distance of 1,661.02 feet to the Southeast corner of said Northwest Quarter Section; thence South 89 degrees 40 minutes 44 seconds West along the south line thereof 1,440.42 feet to a Southwest corner of land described in a deed to Saratoga Holdings, LLC, recorded as Instrument Number 2008057226 in said Recorder's Office, the next two courses being along the Western and Southern lines of said land; (1) thence North 00 degrees 21 minutes 58 seconds West parallel with the West line of said Northwest Quarter Section a distance of 706.49 feet; (2) thence South 89 degrees 40 minutes 44 seconds West parallel with the South line of said Quarter Section a distance of 1,154.50 feet to a point 50.00 feet east of and perpendicular to the East line of the Northeast Quarter of Section 25, Township 18 North, Range 5 East; thence North 00 degrees 21 minutes 58 seconds West parallel with said East line a distance of 1,606.45 feet to the Northwesterly line of the 100-Foot Pipeline Easement recorded as Instrument Number 200600030708 in said Recorder's Office, the following two courses being along the Northwesterly line of said easement; (1) thence North 70 degrees 51 minutes 22 seconds East a distance of 566.66 feet (2) thence North 68 degrees 57 minutes 13 seconds East a distance of 328.01 feet to a point 50.00 south of and perpendicular to the north line of the said Northwest Quarter of Section 30; thence North 89 degrees 40 minutes 14 seconds East parallel with said north line a distance of 311.13 feet to the beginning point. Containing 102.39 acres, more or less.

abshack

2013069988 AMENDMENT $13.00
11/20/2013 01:33:38P 2 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This document is an Amendment to the Declaration of Covenants, Conditions and Restrictions dated, June 21, 2013 and recorded on June 24, 2013, in the office of the Recorder of Hamilton County as Instrument #2013038796 for the Silverleaf subdivision.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions by Saratoga Development, LLC. an Indiana Limited Liability Corporation dated June 21, 2013 and recorded on June 24, 2013, as Instrument #2013038796 in the office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Developer, Saratoga Development, LLC hereby desires to amend the aforesaid Declaration as set forth herein.

Now, THEREFORE, the Developer, Saratoga Development, LLC. declares that the following is intended to be a "Nunc Pro Tunc" style Amendment to the Declaration above identified, to have the same effect as if the following had been contained in the Declaration dated June 21, 2013 to-wit:

On November 19th, 2013, the Board of Directors of the Silverleaf Property Owners Association, Inc. changed the name of the subdivision to Silverton (the "Development") and the name of the Silverleaf Property Owners Association, Inc. to the Silverton Property Owners Association, Inc. (the "Association") and the name of the Silverleaf Development Control Committee to the Silverton Development Control Committee (the "Committee"). The subdivision name, the Association name and the Committee name are referenced in the Declaration.

The Declarant desires to amend the Declaration to change all references to the Development, the Association and the Committee to reflect the name changes adopted by the Association's Board of Directors.

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Therefore, all references contained in the Declaration to "Silverleaf" are hereby changed to "Silverton" and all references contained in the Declaration to "Silverleaf Property Owners Association, Inc." are hereby changed to "Silverton Property Owners Association, Inc." and all references contained in the Declaration to "Silverleaf Development Control Committee" are changed to "Silverton Development Control Committee."

As modified herein, the Declaration shall remain in full force and effect.

The foregoing concludes the Amendment to the herein above referenced Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto affixed its duly authorized signature this 19th day of November 2013.

SARATOGA DEVELOPMENT, LLC
An Indiana Limited Liability Company

By: _____
Corby D. Thompson, Manager

Before me, a Notary Public in and for the County of Marion and State of Indiana, personally appeared Corby D. Thompson, Manager, Saratoga Development, LLC, and acknowledged his signature to the foregoing document for and in behalf of said Company.

Witness my hand and Notarial Seal this 19th day of November, 2013.

NOTARY PUBLIC SEAL INDIANA

Tamara Dible
Comm Exp. 3-18-2016
Res. of Hancock Co.

_____
Notary Public – Tamara Dible

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Corby D. Thompson

This instrument Prepared by Corby D. Thompson, Manager, Saratoga Development, LLC

Please mail the recorded document to: Saratoga Development, LLC, 11911 Lakeside Drive, Fishers, IN 46038