

BRANDYWINE VILLAGE
COMMON INTEREST AND COMMUNITY INFORMATION DISCLOSURE

PURPOSE OF THIS DOCUMENT: The Common Interest and Community Information Disclosure document is provided to each home buyer at the time of contract to make you aware of a variety of information regarding the community. This document summarizes key information from the recorded plat covenants and the recorded declaration of covenants, conditions and restrictions. If there is any inconsistency between this document and these recorded documents, it is the recorded document that governs the subdivision.

PROJECT SUMMARY: Brandywine Village has been platted as a subdivision in the City of Greenfield, Central Township, Hancock County with 127 lots on approximately 21 acres in PUD zoning.

FUTURE CONSTRUCTION: In order to meet changes in market demand, C.P. Morgan Communities L.P. reserves the right to change price range, size and design of future homes in the subdivision, subject to zoning restrictions. In addition, C.P. Morgan Communities L.P. may elect to sell lots to other builders subject to the Plat Covenants, Conditions and Restrictions.

ZONING OF ADJACENT PROPERTY: The property to the south is zoned for multi-family use. The property to the west is zoned for business park uses and may include such businesses as Wal-mart, Meijer, Sears Hardware, offices and restaurants. The property to the east is zoned for residential use and I-70 is located to the north of Brandywine Village.

FIRE & POLICE PROTECTION: Fire protection and emergency service will be provided by the Greenfield Fire Department. Police protection will be provided by the Greenfield Police Department.

PUBLIC SCHOOLS: Based upon information provided to C.P. Morgan by Greenfield Central Community Schools, the following schools will serve Brandywine Village:

Elementary: Harris Elementary
Junior High: Maxwell Middle School
High School: Greenfield Central High School

POSTAL ADDRESS: Brandywine Village is in the City of Greenfield, the postal address is Greenfield, 46140.

INSURANCE: Insurance coverage will be up to each homeowner.

WASTE COLLECTION: Waste collection will be up to each homeowner to arrange with a private waste disposal company.

UTILITIES: The main water lines and fire hydrants are owned and maintained by the City of Greenfield. Electric service is provided by Greenfield Power and Light and natural gas is provided by Indiana Gas. Cable television service will be provided by Insight Cable Telephone service is provided by Ameritech. All streets, except driveways, are planned to be dedicated to The City of Greenfield. Likewise, the sewer lines and storm sewers, excluding laterals from each house to the main, are planned to be dedicated to The City of Greenfield. These items also will be maintained by the City upon dedication.

EASEMENTS: Various easements exist within Brandywine Village which have been granted to The City of Greenfield and utility companies. These easements have been recorded and will be listed on your owner's title insurance commitment which you will receive at closing.

MAINTENANCE: The owner of any lot shall at all times maintain his/her lot and his/her home so that it is attractive. This means grass and weeds shall be mowed, all debris removed, and anything else that would make the improvements appear unsightly. The developer has the right to perform certain maintenance as described in the plat covenants.

DITCHES OR SWALES: Each homeowner who has any part of an open storm drainage ditch or swale on his lot has the responsibility to keep such continuously unobstructed and in good repair, including regular mowing. These swales are planted with grass seed for erosion control during land development and will not be graded as part of home construction. Homeowners will need to overseed these areas with lawn grass seed to establish residential standard grass cover. Any Soil erosion that occurs from a homeowners lot into a drainage swale will be the responsibility of that homeowner to have the swale restored to ensure proper drainage.

EXISTING TREES AND VEGETATION: C.P. Morgan Communities L.P. does not guarantee the number of trees or amount of vegetation that will exist on any lot after land development and house construction. Furthermore, C.P. Morgan Communities L.P. does not guarantee the continued life of any trees or vegetation after said development and construction.

FENCE ROWS AND PERIMETER LOTS: Wooded areas and fence rows that include trees, shrubs and brush will not be cleaned out, graded or seeded; they will be left natural or in "as-is" condition.

STREET TREES: There shall be street trees planted in the front of the homes. C.P. Morgan shall determine the size and variety. All street trees shall have a 90-day warranty period after planting. No street tree will be replaced beyond this warranty period. The street trees will be installed by land development upon substantial completion of all homes in each section. Street trees will be planted in the spring and/or fall season.

SIDEWALKS: Sidewalks will be constructed along both sides of the street.

HANDICAP RAMPS: C.P. Morgan makes every attempt to avoid handicap ramps from falling within driveways. The municipalities determine the location of the ramps. However, there are some instances in which the ramp in the driveway cannot be avoided, such as at T-intersections. These lots are described on the Land Development Rollout Analysis.

ASSOCIATION & DECLARATION: Purchase of your home automatically includes you in the governing body of Brandywine Village, legally known as the Brandywine Village Homeowners' Association, Inc. (BV Association) and the Greenfield Business Park Association (GBP Association). The BV Association will, at some point in the future, own and maintain the common areas and entryways. The Association will collect a service fee from all homeowners and disburse funds related to the maintenance and ownership of these areas. The Board of Directors of the Association will consist of 3 to 5 members. Your rights and remedies as a member of the Association are fully described in the Declaration, By-Laws, and Articles of Incorporation, a copy of which are available at the Sales Office. Any amendments will be forwarded to all homeowners at time of acceptance.

ARCHITECTURAL REVIEW: Any proposed exterior change or improvement to your home (except landscaping) must receive prior approval of the Architectural Control Committee of the Brandywine Village Homeowners Association. The application for architectural approval is known as the "Homeowner Request For Change" and is included in the Homeowner's Manual.

COMMON AREAS: There are areas of ground designated on the plat as Common Areas. These areas will be dedicated to the Association for maintenance and repair of the common areas.

STREET LIGHTS: There will be neighborhood street lights installed in Brandywine Village. These will be maintained and paid for by the City of Greenfield.

VEHICLE PARKING: All motor vehicles utilized by any owner of any lot shall be kept and parked only in such lot's garage or driveway. No motor vehicle, whether or not utilized by an owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. No disabled vehicles shall be openly stored on any lot. Additionally, no boat, trailer, camper, motor-home, recreational vehicle, semi-tractor or trailer, or other similar vehicle, shall be kept or parked upon said lot, except within the garage constructed for such lot.

SEEDING OF REAR YARDS: Within thirty (30) days of initial occupancy of a residence located upon a lot within the Subdivision, the owner thereof shall cause the rear yard of such lot to be seeded with grass of a type generally used in the Subdivision. The initial seeding of the rear yard may be delayed if the initial occupancy occurs between November 1 and the succeeding March 31, or if, as of the date of initial occupancy, the final grading of the rear yard has not been completed on or before (a) the following May 1, or (b) thirty (30) days after the completion of the final grading of the rear yard, which ever is later.

YARD AND LANDSCAPING MAINTENANCE: All lawns and other landscaping materials located on any lot within the Subdivision shall be maintained on a regular basis in a neat and orderly fashion. In no event shall the grass on any lot exceed a length of six (6) inches.

FENCING: No fencing shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided, however, that in the discretion of the Committee, the portion of such fence closest to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward of a point which is ten (10) feet back from the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish and cannot exceed four (4) feet in height. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee. The Developer encourages homeowners to wait until the "final grade" has been established before installing any fencing or landscaping improvements.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

OUTBUILDINGS: No trailers, shacks, outhouses, detached storage or tool sheds of any kind shall be erected or situated on any lot in the community. This standard is enforced by the Architectural Control Committee.

AWNINGS AND PATIO COVERS: No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the community.

SWIMMING POOLS: No above-ground swimming pools shall be permitted.

BASKETBALL GOALS: No basketball goals shall be permitted on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

PLAYGROUND EQUIPMENT: No playground equipment shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a lot (being the portion of such lot behind the rear corners of the residence on such lot). Notwithstanding the foregoing, in the event such lot is located on a corner in the Community, the Architectural Control Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

Buyers Initials _____

ANIMALS: No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All pets shall remain under the control and supervision of an adult owner, and shall not be permitted off of such owner's respective lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

SIGNS: No sign shall be displayed in public view on any lot except real estate signs advertising the property for sale or rent.

ANTENNAS: No antennas shall be allowed to extend higher than five (5) feet above the roof line on the exterior of homes in the community.

SATELLITE DISHES: No satellite dishes shall be installed or permitted in the community except those with a diameter of 36 inches or less.

SOLAR HEAT PANELS: No solar heat panels shall be permitted on the roofs of any structures in the subdivision and any solar heat panels must be concealed from the view of neighboring lots and the streets.

BRANDYWINE CREEK: Located along the eastern boundary is Brandywine Creek. This creek is regulated by the Department of Natural Resources and Federal Emergency Management Agency (FEMA). Lots 21 through 41, 46, 93, 94 and 108 through 126 are partially or entirely within the Special Flood Hazard Zone (SFHZ) of Brandywine Creek as defined by FEMA. All homes must have the lowest Finished Floor Elevation (FFE) at least two feet above the Base Flood Elevation (BFE). Special attention needs to be given to all of these lots. No part of the home for these lots shall be placed within the SFHZ limits. A Letter of Map Revision (LOMR) has been filed in order to remove the portion of the lots where the proposed homes are located from the SFHZ. However, it is understood that if any portion of the lots fall within the SFHZ, then an Elevation Certificate is required, certifying that the lowest FFE is a minimum of 2 feet above the BFE.

INTERSTATE 70: Interstate 70 is located along the north side of Brandywine Village. It should be understood that this is a heavily traveled highway and it is to be expected that the traffic can generate moderately high noise levels.

CITY PARK AREA: There is approximately 15 acres of open space to the north and east of the Brandywine Village that will be dedicated to the City of Greenfield as a city park area. The city currently does not have plans to develop the park area but shall leave it in its natural condition. The three access paths leading to the park area are located within common areas and will be retained and maintained by the association until at a future time in which the city may develop the area. At that time the paths and common areas will be dedicated to the city.

MASTER ASSOCIATION: Brandywine Village exists within Greenfield Business Park (GBP) and will be included in the Master Association for the business park. Modification to the architectural and engineering plans for Brandywine Village must receive prior approval from the GBP Association. There will be annual dues to the GBP Association in addition to Brandywine Village annual dues.

