

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRANDYWINE VILLAGE

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, as Owner of the within described real estate (the "Developer"), does hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Brandywine Village, a subdivision in the City of Greenfield, Hancock County, Indiana (the "Subdivision"). The covenants, conditions and restrictions contained herein shall be in addition to those covenants, conditions and restrictions affecting the Subdivision contained in that certain Declaration of Covenants, Conditions and Restrictions for the Subdivision, recorded or to be recorded by the Developer with the Office of the Recorder of Hancock County, Indiana (the "Declaration").

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the applicable zoning ordinances of the City of Greenfield, Indiana.

Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in the Subdivisions, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in the addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for the use of Developer during the "Development Period", as such term is defined in the Declaration, for access to and installation, repair or removal of a

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Common Area:

There may be areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half (2.5) feet and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting points twenty five (25) 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 sight line limitations shall apply to any lot within ten (10) feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall be the responsibility of the homeowner and conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of the Subdivision.

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Mailboxes:

The mailboxes that may be initially installed by the Developer may include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

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.

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.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

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; however, in either of such events, the initial seeding of the rear yard shall be 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.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

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Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in the Subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dishes shall be installed or permitted in the Subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

All gutters and downspouts in the Subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in the Subdivision.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in the Subdivision.

Modular Homes:

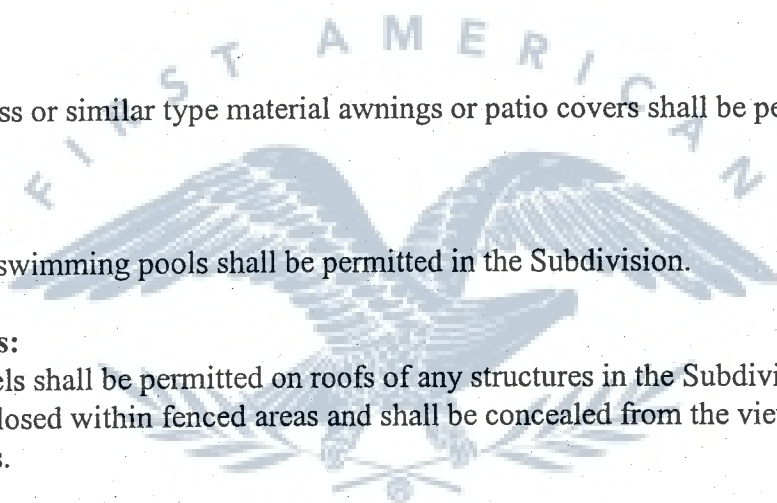
Modular homes shall not be permitted in the Subdivision.

Street Access:

All lots shall be accessed from the interior streets of the Subdivision.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends



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by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if no action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Nonexclusive Easement:

Whenever a building is constructed so as to be substantially contiguous with a side lot line, then to the extent necessary, the owner of such lot is hereby granted a three (3) foot access easement upon the adjoining lot for maintenance and the encroachment by walls, eaves, roof overhang, gutters and the like. Said nonexclusive easement is hereby granted, as necessary or appropriate, for underground utility lines and utility services within said three (3) foot easement and said nonexclusive easement shall run in favor of the owners of said lots and to all public, private and municipal utility companies (including cable television and the like); provided, there shall be maintained a minimum distance between buildings of ten (10) feet, and a minimum distance between buildings backing up to each other of twenty (20) feet. Said nonexclusive easement is also hereby granted to the builder of such lot for the purpose of home construction or reconstruction. It shall be the builder's responsibility to replace or repair in kind to the adjoining lot those improvements disturbed by said construction.

Patio Easement and Patio Fencing:

Some lots within this plat may be improved with a residential unit constructed approximately contiguous to a side lot line ("patio home"). Each patio home, other than such patio homes specifically excepted by declarant, shall be built with one (1) side wall constructed without windows ("blank wall") below a point which is seven (7) feet above the finished floor elevation. The owners from time to time of a patio home shall have an exclusive easement of use of the area extended from the exterior side wall of their patio home to the blank wall side of the adjacent residence which faces said area and running the length of such blank wall side of such adjacent residence ("patio area"); provided that such exclusive easement shall not apply in the case where there are two (2) adjacent lots where two (2) patio areas face each other and shall not apply in the case when the adjacent residence is not constructed substantially contiguous to a side lot line. The owner of the patio home benefited by the patio area shall maintain such patio area, excluding the blank wall of the adjacent residence. In the event the owner of the patio home fails to maintain said patio area, the owner of the adjacent residence shall have the right and an easement to enter such area as necessary to maintain any portion of his lot within such easement area. No fences, except fences installed by declarant, shall be erected in said patio area without the written consent of both owners. In the event two (2) patio homes are constructed side by side with blank walls facing a common property line, the owners of each patio home shall be responsible for maintaining the area between the blank wall of their patio homes and the common property line.

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Fencing Generally:

All fences shall be first approved by the Development Control Committee. All fencing shall be constructed of wood only and shall not be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

Developer's Right to Perform Certain Maintenance:

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to maintain the same, or otherwise to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder. Upon completion of the Development Period, the Association shall succeed to the rights of the Developer.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions, provided, however, that neither the Developer nor the Association shall be liable for damages or any kind to any person for failing to enforce or carry out such covenants and restrictions.

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The Greenfield Plan Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Greenfield Plan Commission; provided further that nothing herein shall be construed to prevent the Greenfield Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Greenfield Plan Commission.

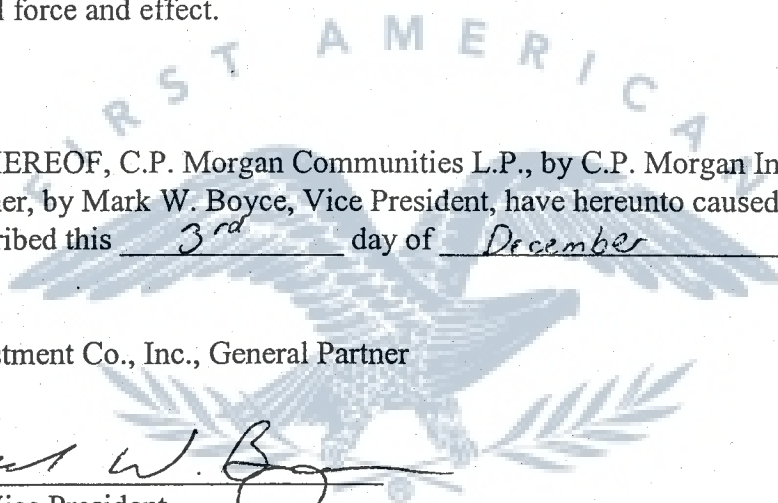
Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co. Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 3rd day of December, 1999.

C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce
Mark W. Boyce, Vice President



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Emily S. Moore