THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(Arbor Glen Subdivision)

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, made this 1st day of February, 1999, by HAMILTON PROPER
PARTNERS LAND PARTNERSHIP, L.P., a limited partnership organized and existing under
the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower,
10 West Market Street, Indianapolis, Indiana 46204-2960 ("HPPLP"), and HAMILTON PROPER
NORTH, L.L.C., a limited liability company organized and existing under the laws of the State of
Indiana, having its principal office and place of business at the same address as HPPLP ("HPNLLC"),

WITNESSETH: That

WHEREAS, HPPLP has heretofore made a certain Declaration of Covenants, Conditions,
and Restrictions for Hamilton Proper, dated September 23, 1991, and recorded September 23, 1991,
as Instrument No. 91-25216 in the Office of the Recorder of Hamilton County, Indiana (the
"Original Declaration"), and

WHEREAS, HPPLP and HAMILTON PROPER PARTNERS I, L.P., a limited partnership
organized and existing under the laws of the State of Indiana, having its principal office and place of
business at the same address as HPPLP ("HPPI"), have heretofore made a certain Certificate of
Designation of Co-Declarant, and Supplemental Declaration of Covenants, Conditions and
Restrictions, dated August 23, 1994, recorded August 29, 1994, as Instrument No. 94-37392, in the
Office of the Recorder of Hamilton County, Indiana (the "First Supplemental Declaration"), and

WHEREAS, HPPLP, HPPI and Hamilton Proper, L.L.C., a limited liability company
organized and existing under the laws of the State of Indiana, having its principal office and place of
business at the same address as HPPLP, have heretofore made a certain Certificate of Designation
of Co-Declarant, and Second Supplemental Declaration of Covenants, Conditions and Restrictions,
dated October 20, 1995, and recorded October 31, 1995, as Instrument No. 95-58652, in such Office
(the "Second Supplemental Declaration") (the Original Declaration, as supplemented by the First
Supplemental Declaration and the Second Supplemental Declaration, being hereinafter referred to
collectively as the "Declaration," and all capitalized terms used but not defined herein having the
meanings ascribed to them in the Declaration), and

WHEREAS, Article VIII, Section 1. of the Original Declaration provides, in pertinent part,
that "Declarant shall have the unilateral right, privilege, and option, from time to time at any time until
all property described on Exhibit 'B' has been subjected to this Declaration or December 31, 2008,
whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the
Association all or any portion of the real property described in Exhibit 'B', attached hereto. Such
annexation shall be accomplished by filing in the public records of Hamilton County, Indiana,
Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Voting Members, but shall require the consent of the owner of such property, if other than the Declarant; and

WHEREAS, as of the date hereof, there remain certain portions of the property described on Exhibit B to the Original Declaration (the "Additional Property") which have not been subjected to the terms of the Declaration; and

WHEREAS, that certain portion of the Additional Property described on Exhibit A hereto (the "Annexation Property") is commonly known as Arbor Glen Subdivision, and shall be referred to as such in certain Plats to be subsequently recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, pursuant to that certain Special General Deed dated February 1, 1999, and recorded February 1999, as Instrument No. 99 in the Office of the Recorder of Hamilton County, Indiana, HPNLLC is the owner of the Annexation Property and HPNLLC purchased same for the purpose of development and sale of the Annexation Property; and

WHEREAS, HPPLP desires to subject to the provisions of the Declaration and the jurisdiction of the Association the Annexation Property and HPNLLC, as the owner of the Annexation Property, hereby consents to such annexation of the Annexation Property; and

WHEREAS, pursuant to Article IV, Section 2 of the Original Declaration, HPPLP and HPNLLC, as the owner of the Annexation Property, desire to assign to the Association certain maintenance obligations relative to the Units located within the Annexation Property in accordance with the terms hereof; and

WHEREAS, HPPLP and HPNLLC, as the owner of the Annexation Property, desire to create and establish certain landscape easements benefitting each Unit and burdening each adjoining Unit in accordance with the terms hereof and in a location determined by the floor plan and orientation of each residence constructed upon a lot; and

NOW, THEREFORE, for the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Annexation.** HPPLP and HPNLLC do hereby subject the Annexation Property to the provisions of the Declaration and the jurisdiction of the Association.

2. **Maintenance.** The Association shall be responsible for providing, or shall cause to be provided, routine mowing of the Units located within the Annexation Property, which services shall be provided in a manner consistent with the Community-Wide Standards. The Association, its employees, agents, contractors and designees shall have the right of ingress and egress over, upon and across such portions of the Units as shall be reasonably necessary for access to the Units for
purposes of performing the foregoing services and any additional maintenance services as may be subsequently provided pursuant to Article IV, Section 2 of the Original Declaration. Pursuant to Article X of the Original Declaration, the owners of the Units located within the Annexation Property shall be responsible for the payment of a Neighborhood Assessment which shall be created and assessed by the Association in accordance with the terms of such Original Declaration.

3. **Landscape Easement.** HPPLP and HPNLLC do hereby grant, bargain, sell and convey for the benefit of each Unit within the Annexation Property, a perpetual and non-exclusive right and easement (the “Landscape Easement”) on, over, upon and across certain portions of the Unit located adjacent to the back patio of each Unit allowing the owner of such benefitted Unit to install, clean, maintain, repair and replace certain landscaping improvements installed in accordance with the terms hereof (the “Landscape Improvements”). The Landscape Easement shall be located on the burdened Unit immediately adjacent to the back patio of the benefitted Unit and shall measure approximately five and one-half (5 1/2) feet in width and forty (40) in length (depending upon, and as determined by, the floor plan and orientation of the benefitted and burdened Units). More specifically, the Landscape Easement shall extend laterally from the property line onto the burdened Unit to a point that is two (2) feet from the exterior wall of the residence on the burdened Unit and shall continue parallel to, and contiguous with, the property line and such exterior wall from the rear of the burdened residence towards the front of same to a point two (2) feet from the fence located adjacent to the front door of the burdened Unit, all as more particularly depicted for illustration purposes only on Exhibit B attached hereto and incorporated herein. The Landscape Improvements shall be designed, installed, cleaned, maintained, repaired and replaced in a good and professional manner consistent with the Community-Wide Standards and shall provide a natural screen or buffer to the benefitted Unit from the burdened Unit while preserving the aesthetics of both such Units.

4. **Indemnification.** The owner of the benefitted Unit shall indemnify, defend and hold the owner of the burdened Unit harmless from and against any loss, damage, liability or expense, including, but not limited to reasonable attorneys’ fees, resulting from any injury or death of any persons, or any loss of or damage to any property, caused by or resulting from any act or omission attributable to such benefitted owner or its respective agents, employees, contractors, guests or invitees, in connection with its or their entry upon, or use, maintenance or repair of, the Landscape Easement area or the Landscape Improvements. In addition, the owner of the benefitted Unit shall not cause, allow or permit any lien to be filed upon the real estate belonging to the owner of the burdened Unit in favor of any third party contracted to perform services upon said real estate and agrees to promptly take steps to remove any such third party lien.

5. **Compliance with Laws.** The installation, construction, maintenance, repair and use of the Landscape Improvements by the owner of the benefitted Unit shall comply in all respects with all applicable federal, state and local laws, rules, regulations, ordinances and the Community-Wide Standards. The exercise of the easement rights granted hereunder shall at all times be subject to all applicable governmental approvals and the owner of the benefitted Unit shall be solely responsible for obtaining any and all permits and approvals and the payment of any fees charged by applicable governmental authorities relating to such owners’ use thereof.
6. **Continued Use of Easement Parcel.** The owner of burdened Unit retains the right to utilize the Landscape Easement property for any purpose that does not materially interfere with the rights and easements granted herein to the owner of the benefitted Unit.

7. **Taxes and Assessments.** Except as otherwise specifically provided for herein, each owner of the respective Units shall bear all costs incidental to the ownership of its property, including, without limitation, all insurance premiums, taxes and special assessments payable in respect thereof.

8. **Covenants to Run with the Land.** The grants and obligations, and benefits and burdens created herein shall run with the property burdened and/or benefitted hereby, as the case may be, and shall apply to, be binding upon and inure to the benefit of such real estate.

IN WITNESS WHEREOF, HPPLP and HPN LLC have executed this Third Supplemental Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

HAMILTON PROPER PARTNERS
LAND PARTNERSHIP, L.P.

By: [Signature]
Harold D. Garrison, its General Partner

HAMILTON PROPER NORTH, L.L.C.

By: HDG Investments, L.L.C., its Class A Member

By: [Signature]
Harold D. Garrison, its sole Member
STATE OF INDIANA  
COUNTY OF Marion
SS:

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the General Partner of Hamilton Proper Partners Land Partnership, L.P., that he is duly authorized to execute the foregoing on its behalf, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entity.

Witness my hand and Notarial Seal this 24th day of January, 1999.

NOTARY PUBLIC:

Printed: Eileen Sirola

My Commission Expires: Sept 17, 2000
My County of Residence: Marion

EILEEN SIROLA
Notary Public
State of INDIANA
My Commission Expires Sept 17, 2000

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the Sole Member of HDG Investments, L.L.C., the Class A Member of Hamilton Proper North, L.L.C., that he is duly authorized to execute the foregoing on behalf of such entities, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entities.

Witness my hand and Notarial Seal this 24th day of January, 1999.

NOTARY PUBLIC:

Printed: Eileen Sirola

My Commission Expires: Sept 17, 2000
My County of Residence: Marion

EILEEN SIROLA
Notary Public
State of INDIANA
My Commission Expires Sept 17, 2000
PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE THEREOF 846.05 FEET; TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 300.40 FEET; TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 5710958 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE WEST AND SOUTH LINES THEREOF FOR THE NEXT TWO COURSES; (1) SOUTH 01 DEGREES 21 MINUTES 55 SECONDS EAST 216.62 FEET; (2) NORTH 89 DEGREES 18 MINUTES 54 SECONDS EAST 265.29 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 46.55 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 578.45 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 08 MINUTES 53 SECONDS EAST 261.66 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 168.94 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1165.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE THEREOF 44.00 FEET TO THE NORTHWEST CORNER OF A 0.355 ACRE TRACT RESERVED FOR A SANITARY SEWER LIFT STATION; THENCE ON THE WEST, SOUTH AND EAST SIDES OF SAID TRACT THE FOLLOWING THREE (3) COURSES; 1) SOUTH 00 DEGREES 19 MINUTES 32 SECONDS EAST 150.00 FEET; 2) NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 106.00 FEET; 3) NORTH 00 DEGREES 19 MINUTES 32 SECONDS WEST 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 12.12 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF
791.24 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND
DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 3223771
AND INSTRUMENT NUMBER 9232592 IN THE OFFICE OF THE RECORDER OF
SAID COUNTY; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS EAST
ALONG THE WEST LINE THEREOF 81.16 FEET TO THE APPROXIMATE
CENTERLINE OF MUD CREEK; THENCE ALONG SAID CENTERLINE FOR THE
NEXT EIGHTEEN COURSES; (1) SOUTH 50 DEGREES 14 MINUTES 11
SECONDS WEST 400.07 FEET; (2) SOUTH 73 DEGREES 46 MINUTES 04
SECONDS WEST 57.97 FEET; (3) NORTH 76 DEGREES 35 MINUTES 18
SECONDS WEST 52.95 FEET; (4) NORTH 61 DEGREES 17 MINUTES 19
SECONDS WEST 74.34 FEET; (5) NORTH 76 DEGREES 55 MINUTES 09
SECONDS WEST 48.52 FEET; (6) NORTH 50 DEGREES 58 MINUTES 03
SECONDS WEST 44.05 FEET; (7) NORTH 84 DEGREES 18 MINUTES 40
SECONDS WEST 63.96 FEET; (8) NORTH 74 DEGREES 46 MINUTES 04
SECONDS WEST 105.68 FEET; (9) SOUTH 72 DEGREES 05 MINUTES 10
SECONDS WEST 39.06 FEET; (10) SOUTH 30 DEGREES 13 MINUTES 16
SECONDS WEST 47.27 FEET; (11) SOUTH 54 DEGREES 05 MINUTES 12
SECONDS WEST 63.45 FEET; (12) SOUTH 32 DEGREES 42 MINUTES 24
SECONDS WEST 63.32 FEET; (13) SOUTH 25 DEGREES 31 MINUTES 18
SECONDS WEST 77.62 FEET; (14) SOUTH 02 DEGREES 51 MINUTES 05
SECONDS WEST 54.51 FEET; (15) SOUTH 13 DEGREES 23 MINUTES 34
SECONDS WEST 141.03 FEET; (16) SOUTH 00 DEGREES 54 MINUTES 28
SECONDS WEST 48.90 FEET; (17) SOUTH 25 DEGREES 53 MINUTES 25
SECONDS WEST 55.89 FEET; (18) SOUTH 55 DEGREES 39 MINUTES 58
SECONDS WEST 18.70 FEET; THENCE NORTH 50 DEGREES 59 MINUTES 04
SECONDS WEST 259.56 FEET; THENCE SOUTH 73 DEGREES 33 MINUTES 39
SECONDS WEST 59.22 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 59
SECONDS WEST 117.14 FEET; THENCE SOUTH 71 DEGREES 29 MINUTES 19
SECONDS WEST 304.90 FEET; THENCE NORTH 83 DEGREES 01 MINUTES 43
SECONDS WEST 237.84 FEET; THENCE SOUTH 82 DEGREES 57 MINUTES 37
SECONDS WEST 433.50 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 41
SECONDS WEST 90.96 FEET; THENCE SOUTH 66 DEGREES 16 MINUTES 40
SECONDS WEST 52.09 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 58
SECONDS WEST 50.72 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 21
SECONDS EAST 157.21 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 33
SECONDS WEST 126.50 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 35
SECONDS WEST 138.17 FEET; THENCE NORTH 71 DEGREES 39 MINUTES 49
SECONDS WEST 103.16 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 47
SECONDS WEST 102.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00
SECONDS WEST 59.35 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09
SECONDS WEST 74.56 FEET TO THE APPROXIMATE CENTERLINE OF MUD
CREEK; THENCE ALONG SAID APPROXIMATE CENTERLINE FOR THE NEXT
EIGHT COURSES; (1) SOUTH 61 DEGREES 02 MINUTES 48 SECONDS WEST
80.37 FEET; (2) SOUTH 82 DEGREES 16 MINUTES 43 SECONDS WEST
39.56 FEET; (3) NORTH 83 DEGREES 59 MINUTES 24 SECONDS WEST
118.70 FEET; (4) SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST
77.29 FEET; (5) SOUTH 89 DEGREES 00 MINUTES 03 SECONDS WEST
86.52 FEET; (6) NORTH 79 DEGREES 20 MINUTES 33 SECONDS WEST
119.13 FEET; (7) SOUTH 89 DEGREES 55 MINUTES 59 SECONDS WEST
152.73 FEET; (8) SOUTH 75 DEGREES 31 MINUTES 23 SECONDS WEST
97.57 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 06 MINUTES 09
SECONDS EAST ALONG SAID WEST LINE 579.73 FEET TO THE POINT OF
BEGINNING.
This instrument was prepared by and please return after recordation to:

Robert T. Buday, attorney-at-law
JOHNSON, SMITH, PENCE, DENSBORN, WRIGHT & HEATH, LLP
One Indiana Square, Suite #1800
Indianapolis, IN 46204
LAND DESCRIPTION ARBOR GLEN SECTION 2

Part of the West Half of the Northwest Quarter of Section 3, Township 17 North, Range 3 East, of the Second Principal Meridian in Full Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 3, thence North 89°05'49" East to a point 190.70 feet from the northwest corner of the Northwest Quarter of said Section 3, thence South 89°05'49" East to a point 190.70 feet from the northwest corner of the Northwest Quarter of said Section 3, thence South 89°05'49" West to a point 190.70 feet from the northwest corner of the Northwest Quarter of said Section 3, thence North 89°05'49" West to the beginning of the course, containing 2 acres in a manner hereby described as follows:

COVENANTS AND RESTRICTIONS

The undersigned, Arbor Glen, LLC ("Developer"), being owner of record of the above described real estate (the "Real Estate") hereby certifies that it has paid, and that the Taxes for the year 2004 have been paid, to the County Auditor of Hamilton County, Indiana, for said Real Estate.

In addition to the covenants and restrictions handwritten on a form contained on the Plat, the Real Estate is subject to all other covenants and restrictions previously recorded for said Real Estate, the rules and regulations of the Homeowners Association ("HOA"), the governing documents of the Homeowners Association, the rules and regulations of the Homeowners Association, and the rules and regulations of the Homeowners Association.

In the event the covenants and restrictions handwritten on a form contained on the Plat, the Real Estate is subject to all other covenants and restrictions previously recorded for said Real Estate, the rules and regulations of the Homeowners Association ("HOA"), the governing documents of the Homeowners Association, the rules and regulations of the Homeowners Association, and the rules and regulations of the Homeowners Association.

1. PLAN REVIEW/DEVELOPMENT:

Prior to application for an improvement (excavation permit) from the Form of Plan, the Form of Plan is subject to all other covenants and restrictions previously recorded for said Real Estate, the rules and regulations of the Homeowners Association ("HOA"), the governing documents of the Homeowners Association, the rules and regulations of the Homeowners Association, and the rules and regulations of the Homeowners Association.

EXHIBITS

The undersigned, Arbor Glen, LLC ("Developer") hereby certifies that it has paid, and that the Taxes for the year 2004 have been paid, to the County Auditor of Hamilton County, Indiana, for said Real Estate.

In the event the covenants and restrictions handwritten on a form contained on the Plat, the Real Estate is subject to all other covenants and restrictions previously recorded for said Real Estate, the rules and regulations of the Homeowners Association ("HOA"), the governing documents of the Homeowners Association, the rules and regulations of the Homeowners Association, and the rules and regulations of the Homeowners Association.

2. EXHIBITS

The undersigned, Arbor Glen, LLC ("Developer") hereby certifies that it has paid, and that the Taxes for the year 2004 have been paid, to the County Auditor of Hamilton County, Indiana, for said Real Estate.

In the event the covenants and restrictions handwritten on a form contained on the Plat, the Real Estate is subject to all other covenants and restrictions previously recorded for said Real Estate, the rules and regulations of the Homeowners Association ("HOA"), the governing documents of the Homeowners Association, the rules and regulations of the Homeowners Association, and the rules and regulations of the Homeowners Association.

b. Surveyor's easements (SLE) are hereby created for use of the public or private utility purposes having jurisdiction over the sanitary sewer disposal system designed to serve the neighborhood. Such easements shall be used only for construction, operation, control, maintenance, or removal, and shall be subject to all other covenants and restrictions previously recorded for said Real Estate.

c. Utility easements (UE) are hereby created for use of the public and private utility purposes having jurisdiction over the sanitary sewer disposal system and shall be subject to all other covenants and restrictions previously recorded for said Real Estate.

d. Landscape easements (LE) are hereby created and shall be used for landscaping purposes, and shall be subject to all other covenants and restrictions previously recorded for said Real Estate.

b. Surveyor's easements (SLE) are hereby created for use of the public or private utility purposes having jurisdiction over the sanitary sewer disposal system designed to serve the neighborhood. Such easements shall be used only for construction, operation, control, maintenance, or removal, and shall be subject to all other covenants and restrictions previously recorded for said Real Estate.

c. Utility easements (UE) are hereby created for use of the public and private utility purposes having jurisdiction over the sanitary sewer disposal system and shall be subject to all other covenants and restrictions previously recorded for said Real Estate.

d. Landscape easements (LE) are hereby created and shall be used for landscaping purposes, and shall be subject to all other covenants and restrictions previously recorded for said Real Estate.
SECONDARY Plat
ARBOR GLEN SECTION TWO
AT HAMILTON COUNTY, INDIANA

SHEET 4 OF 4

2. Playgound SITE, USE AND WINDO LEVEL ELEVATIONS

All lots shall be treed and landscaped to an acceptable standard. No business building shall be erected on any lot and no business may be conducted on any lot. Conditions for the location and size of all signs as permitted by the Zoning Ordinance of the City of Hamilton, Indiana. No sign shall be erected, moved or permitted to remain on any lot, other than (1) one sign containing a branch or lodge name not to exceed 36 feet in height, and (2) residential accessory buildings. Any garage or accessory building shall be of a material type of construction and shall conform to the general appearance and purpose of the subdivision. The minimum spacing distances of dwelling spaces shall be 2,500 square feet for a single-family residence, with similar distances between all buildings and accessory buildings. The side and rear property lines shall be 25 feet (6.52 meters) and the front property line shall be 100 feet (30.48 meters). The minimum driveway width shall be 10 feet (3.05 meters) and shall be paved. Driveways shall be designed and constructed to conform to the requirements of the City of Hamilton, Indiana Zoning Ordinance.

3. Sump Pumps

Dual sump pumps, each with a battery backup, are required in all buildings constructed on the Rees Estates which contain a basements or crawl space. The two sump pumps shall be at least 3000 gallons (11360 liters) per hour, with the battery backup having a minimum capacity of 3000 gallons (11360 liters) per hour. Each sump pump must be connected to the sump pump discharge line and to the site's sanitary sewer system. The sump pump system shall be designed and installed to prevent flooding and to provide adequate drainage for the site.

4. Sump Pumps

Duct air-conditioning units, each with a battery backup, are required in all buildings constructed on the Rees Estates which contain a basements or crawl space. The two sump pumps shall be at least 3000 gallons (11360 liters) per hour, with the battery backup having a minimum capacity of 3000 gallons (11360 liters) per hour. Each sump pump must be connected to the sump pump discharge line and to the site's sanitary sewer system. The sump pump system shall be designed and installed to prevent flooding and to provide adequate drainage for the site.

5. Accessory Buildings

An accessory building of any kind shall not exceed 25% of the total area of a residence, including basement, and must receive HVAC approval.

6. INTERSECTION VISIBILITY

In areas where sight distance on streets is critical, all buildings shall be designed to provide a minimum of 150 feet (45.72 meters) visibility from the intersection of the street to the building line. This visibility shall be measured along the building line or the lot line, whichever is greater, and shall be maintained from the building line or lot line to the street line.

7. SETBACK REQUIREMENTS

Unless otherwise provided herein or on the Plat, no building or other structure shall be constructed or placed within the required setback lines as shown on the Plat.

b. "Front Lot Line" means a lot boundary that adjoins a road or street. The area between the building line shown on the Plat and the Front Lot Line shall comprise a required front yard and setback.

c. "Side Lot Line" means a lot boundary that adjoins a road or street. The area between the building line shown on the Plat and the Side Lot Line shall comprise a required front yard and setback.

The Plat shall be reviewed and approved by the City of Hamilton, Indiana Planning Commission before final plat approval. The Plat shall be reviewed and approved by the City of Hamilton, Indiana Planning Commission before final plat approval. Any changes or modifications to the Plat shall be submitted to the City of Hamilton, Indiana Planning Commission for approval.

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DEVELOPER:
Arbor Glen I, LLC
10590 Club Point
Fishers, IN 46033
(317) 806-7400

PREPARED BY:
Evan J. Evans
REGISTERED LAND SURVEYOR
NO. 79024, STATE OF INDIANA