FINAL PLAT FOR
BIRCH RUN @ WYNNE FARMS
SECTION I

GRAPHIC SCALE

CERTIFICATE OF PLAN COMMISSION

BENCHMARK SURVEYING, INC.

111 W. Jackson Blvd., Suite 800 - Springfield, IL 62704
Phone: (217) 789-1234  Fax: (217) 789-1234
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF NORTHFIELD AND BIRCH RUN
AT WYNNE FARMS

THIS DECLARATION (hereafter "Declaration"), made this [14th] day of [May] 2005, by WYNNE FARMS, LLC, an Indiana limited liability company (hereafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property, located in Hendricks County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (hereafter the "Property"), upon which a residential subdivision known as Northfield and Birch Run at Wynne Farms (hereafter "Development") will be developed;

WHEREAS, Declarant desires to subdivide and develop the Property;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (hereafter defined) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its successors in title to the Property or any part or parts thereof.

ARTICLE I
DEFINITIONS

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

Section 1.1 "Association" shall mean the Northfield and Birch Run at Wynne Farms Homeowners Association, Inc., a not-for-profit corporation, the membership and power of which are more fully described in Article IX of this Declaration.

Section 1.2 "Board" or "Board of Directors" shall mean the Board of Directors of the Northfield and Birch Run at Wynne Farms Homeowners Association, Inc.

Section 1.3 "Builder" means a person or entity regularly engaged in the business of constructing single family residences for sale and responsible for the original construction of a residence on a Lot.

Section 1.4 "Committee" shall mean the Development Standards and Architectural Control Committee, as more fully described in Article VI of this Declaration.
Section 1.5 "Common Area" shall mean those areas (i) designated on current and future Plats as a "Block", "Common Area", "C.A.", "Limited Common Area", "LCA", and (ii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Development.

Section 1.6 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property.

Section 1.7 "Drainage Board" means the Hendricks County Drainage Board.

Section 1.8 "Federal Agencies" shall mean (by way of illustration but not limitation) the Federal Housing Authority, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency.

Section 1.9 "Lake Area" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 1.10 "Lot" shall mean any parcel of residential Property designated on a Plat that is recorded in the Office of the Recorder of Hendricks County, Indiana.

Section 1.11 "Mortgagees" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area who has notified the Association of this fact in writing.

Section 1.12 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant and a Builder.

Section 1.13 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.14 "Plat" shall mean the subdivision plats of the Property which are recorded with the Recorder of Hendricks County, Indiana.

Section 1.15 "Pool" shall mean the recreational swimming pool and attached bathhouse which Declarant, in its sole and absolute discretion, may construct on the Property.

Section 1.16 "Pool Related Communities" shall mean (i) Mapleton at Wynne Farms, as evidenced by the Declaration of Covenants, Conditions, and Restrictions of Mapleton at Wynne Farms recorded with the Recorder of Hendricks County, Indiana, as Instrument Number 2005003370 _____________, (ii) Rosemont at Wynne Farms, as evidenced by the Declaration of Covenants, Conditions, and Restrictions of Rosemont at Wynne Farms recorded with the Recorder of Hendricks County, Indiana, as Instrument Number _____________, (iii) Grand Haven at Wynne Farms to be developed as a single family residential community on the real estate described in what is attached hereto and incorporated herein by reference as Exhibit "B".
Section 1.17 "Residence" shall mean any structure intended exclusively for occupancy by single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single family residential lot.

Section 1.18 "Special Use" shall mean any use defined or identified in any applicable zoning ordinance as a "Special Use".

Section 1.19 "Trail System" means paths or trails so designated by the Board and located in a Common Area.

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1. In General. No structure shall be erected, placed or permitted to remain upon any Lot except a Residence. All Property located within a plat which has not been designated by numbering shall be used in a manner determined by the Declarant. Lots may be used only for single-family residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Property than the number of Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 2.2. Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record appearing on a Plat and amendments thereto, on recorded easements, and rights-of-way, and also to all governmental zoning authority and regulation affecting the Property, all of which are incorporated herein by reference.

ARTICLE III

EASEMENTS

Section 3.1 Designated Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a plat:

(A) Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, electric lines, gas lines, telephone lines, fibre optic cable, high speed internet lines, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water and which are approved by any entity to which the easement is dedicated shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and
servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

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

(B) Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of grounds shown or designated on the Plat for landscaping including, but not limited to, landscape easements, landscape maintenance easements, and/or landscape maintenance access easements are hereby reserved unto Declarant, during the Development Period, and, thereafter, unto the Association, for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period, and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association.

(C) Easement Work. Notwithstanding any architectural approval under Article VI below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.1 (A) above and without any obligation of replacement.

Section 3.2 General Drainage, Utility, Sewer and other Development Easements. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the
Property.

(A) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit the installation and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any Drainage, Utility and Sewer Easement shall include all areas of the Property outside any Residence, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

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

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

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

(i) Relocate, alter or otherwise change the location of any Drainage, Utility and Sewer Easement, Lake Easement, and/or Sign and Facilities Easement, or any facility at any time located therein or thereon;

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

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

(E) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

ARTICLE IV

ADDITIONAL PROVISIONS RESPECTING OF SANITARY SEWER UTILITY

Section 4.1 Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 4.2 No trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without an obligation of repair or replacement.

Section 4.3 No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of these which are placed within easements or right-of-ways may be removed by the applicable utilities without the obligation of replacement.

Section 4.4 All Owners 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.

Section 4.5 The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains to the sanitary sewers is prohibited.

Section 4.6 Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities.

ARTICLE V

COVENANTS AND RESTRICTIONS

Section 5.1 Land Use. Lots may be used only for single-family residential purposes and only one Residence not to exceed the maximum height permitted by and measured pursuant to the Zoning Ordinance of the municipality having zoning jurisdiction over the Property may be constructed
thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Property than the number of Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 5.2 Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Committee.

Section 5.3 Lighting. All homes will have two dusk to dawn lights located on the sides of the garage doors. Street lights may be installed by Declarant in the utility easements on Lots and in the Common Areas. Street lights shall be operated and maintained by the Association. The Association reserves the right to remove street lights deemed no longer necessary by the Board of Directors.

Section 5.4 Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

Section 5.5 Driveways. All driveways in the Property shall be concrete in material.

Section 5.6 Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, availability, or other charges lawfully established with respect to connections thereto.

Section 5.7 Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such Swale. Lots within the Property may be included in a legal drain established by the Drainage Board. In such event, each lot in the Property will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the drainage system and the lake control structures included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

Section 5.8 Signs. Except for such signs as Declarant may in its absolute discretion display in connection with the identification of development of the Property and the sale of Lots therein, no sign of any kind shall be displayed to the public view of any Lot except that one (1) sign of not more than four (4) square feet may be displayed at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Section 5.9 Fencing. This subsection is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant or a Builder. No fence, wall, hedge, or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front
building set back line except where such planting is part of Residence landscaping approved by the Architectural Review Committee and the prime root thereof is within six (6) feet of the Residence. Corner Lots shall be deemed to have two (2) front property lines. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". All fencing shall be unpainted cedar, dog-eared shadow box on both sides of the fence, unless otherwise approved by the Committee. All fencing on a Lot shall be uniform in height, style, and color and substantially similar in material. No fence shall be erected or maintained on or within any Landscape Easement except such as may be installed by Declarant and subsequently replaced by the Association in such manner as to preserve the uniformity of such fence. No fence may be erected on a Lot without prior approval of the Committee, which shall approve or disapprove the location of all fences; provided, however, that all fencing erected on a Lot shall be erected either (i) within six (6) inches of the property line of such Lot, or (ii) more than ten (10) feet from the property line of such Lot. Owners of Lots adjoining Lots on which a fence is erected within six (6) inches of the property line shall have the right to connect a fence to the fence on the adjoining Lot if the new fence satisfies all of the criteria expressed herein and is approved by the Committee. The Committee may establish further restrictions with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Lake and design standards for fences. All fences shall be kept in good repair. No fence, wall, hedge, or shrub planting, or tree foliage which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Lot lines at the streets and a line connecting points 25 feet from the intersection of said street Lot lines; and, the same rule shall apply to the intersection of a driveway with a street, in which case the edge of the driveway pavement shall be substituted for one of the street Lot lines.

Section 5.10 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner, the Declarant, and/or the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner, the Declarant, or the Association of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

Section 5.11 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except not more than 24 hours prior to its removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 5.12 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners. Unless permitted by the Board of Directors of the Association, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, etc.) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Architectural Review Committee and the Board of Directors; provided, however, that
the decision of the Board of Directors to permit such animal or animals may be overturned by a
majority vote of the Members at any meeting.

Section 5.13 Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot
unless the smoke therefrom would not blow upon any other Lot. Owners shall use appropriate
incinerators and shall at all times be in compliance with all applicable legal requirements for outside
burning.

Section 5.14 Antennas and Receivers. No antenna, satellite dish, or other device for the
transmission or reception of radio, television, or satellite signals or any other form of electromagnetic
radiation shall be erected, used or maintained outdoors and above ground, whether attached to a
building or otherwise, on any part of the Property, including Lots, without the written approval of the
Architectural Review Committee, which approval shall not be unreasonably withheld; provided,
however, that any such device may be installed and maintained on any Lot without the necessity of
such written approval if such devices are not merely duplicative of other devices existing on the subject
Lot and if: (a) such device is not visible from the neighboring Lots, streets or Common Area; or (b) the
Owner, prior to installation, has received the written consent of the Owners of all Lots who would have
views of the device from their Lots; or (c) the device is virtually indistinguishable from structures,
devices, or improvements, such as heat pumps, air-conditioning units, barbecue grills, patio furniture,
and garden equipment, which are not prohibited by these covenants or Bylaws, or (d) such device is a
satellite dish 1 meter or less in diameter and not affixed to the roof of a residence; or (e) if prohibition
of the installation, use, and maintenance of such device is specifically preempted and superseded by
applicable governmental authority.

Section 5.15 Exterior Lights. Except on Lots on which there is maintained a sales office or
model home by the Declarant or a Builder, no exterior lights shall be erected or maintained between
the building line and rear lot line so as to shine or reflect directly upon another Lot.

Section 5.16 Electric Bug Killers. Electric Bug Killers, "zappers", and other similar devices
shall not be installed at a location or locations which result in the operation thereof becoming a
nuisance or annoyance to other Owners, and shall be operated only when outside activities require the
use thereof and not continuously.

Section 5.17 Vacant Lots. It shall be the duty and obligation of the Owner of a vacant Lot to
maintain such Lot and mow the lawn thereof. Declarant and the Association shall have the right, but
not the duty, to enter upon each vacant Lot and to maintain the appearance thereof by cutting weeds,
mowing grass, trimming trees, removing debris, installing erosion control devices, and performing any
other act reasonable under the circumstances. The Owner shall be responsible for payment of all such
expenses upon demand and the Declarant or the Association, as the case may be, shall have a lien on
such Lot for the payment of such expenses, together with attorneys' fees and all other costs and
expenses of litigation and collection which may be incurred in connection therewith.

Section 5.18 Association's Right to Perform Certain Maintenance. In the event that the Owner
of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance
with the provisions of this Declaration, 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 incurred by the Association
shall be assessed to the Owner. The Owner shall reimburse the Association within thirty (30) days of
the date on which the Owner is invoiced by the Association. The Association shall have the right to

9
collect any outstanding maintenance assessments in the manner described in Article XI. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 5.19 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Property.

Section 5.20 Diligence in Construction. Subject to inclement weather, every Residence shall be completed within twelve (12) 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 or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 5.21 HVAC Units. No heat pumps, air conditioning units or gas meters will be installed in the front of the Residence.

Section 5.22 Lake and Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 5.23 Mailboxes. All mailboxes and posts must be approved by the Committee and, within each Section of the Development, shall be standard as to size, location, post, design, height, material, composition and color. The builder upon the initial Lot closing to the homeowner shall install the initial mailbox for each Lot, which meets the above criteria. The Owner agrees to maintain and paint said mailbox and post in conformance with all other mailboxes.

Section 5.24 Maintenance of Lots and Improvements. Each Owner 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:

(A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

(B) Remove all debris or rubbish from the Lot;
(C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;

(D) Cut down and remove dead trees from the Lot; and,

(E) Within sixty (60) days following completion of a Residence, the Owner shall landscape the lot in accordance with the provisions set forth in this Declaration, weather permitting.

Section 5.25 Miscellaneous. No clotheslines may be erected on any Lot.

Section 5.26 Outbuildings and Animal Quarters. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, pool houses, animal quarters, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declaration's, Builder's or Association's business or activities upon the Property. Animal quarters or kennels which are connected to the Residence must be approved by the Committee.

Section 5.27 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, swing and slide sets, and trampolines shall not require approval by the Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot, and (iii) such swing and slide sets are constructed of wood. Metal swing and slide sets are prohibited. Equipment higher than eight (8) feet shall require approval of the design, location, color, material and use by the Committee, and aluminum or metal play equipment is prohibited.

Section 5.28 Plumbing. All plumbing vent stacks are to be located on the rear of the Residence.

Section 5.29 Sidewalks. Each Residence shall have a continuous 4-foot wide by a minimum of four (4) inches thick concrete sidewalk adjacent to all interior dedicated street frontage. Sidewalks shall be installed by the Builder and included in the purchase price of the Residence. If an approved asphalt bike/walking path is approved on the Property in place of the sidewalk, no additional concrete sidewalk will be required.

Section 5.30 Subsurface Drains and Sump Pump Discharges. Subsurface drains have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

(A) The limits of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the
lateral to be damaged, changed or altered.

(C) Any Owner or Builder damaging, changing, or altering these subsurface drains and/or common subsurface drain laterals will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 5.31 Swimming Pools and Hot Tubs. Only permanent, in-ground pools with professional construction, approved by the Committee, shall be permitted upon a Lot. All submittals to the Committee shall include landscape plans. All backyard pools should be oriented to minimize the potential effects on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Committee approvals. Hot Tubs must also be approved by the Committee.

Sections 5.32 Tennis Courts, Racquetball Courts, Paddleball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities will not be permitted without approval from the Committee. All submittals to the Committee shall include landscape plans. Basketball goals may be installed on a lot adjacent to driveway without Committee approval provided that they have white fiberglass or translucent fiberglass or glass backboards. Independent basketball courts may not be constructed on a Lot without written Committee approval. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Lighted courts of any kind are prohibited. Temporary or portable basketball courts will not be permitted to be located on streets or in cul-de-sacs.

Section 5.33 Vents. All metal and PVC roof or range vents will be painted to blend with roof color.

Section 5.34 Windows-Doors. If storm doors are installed, they must be painted to match exterior of the Residence. No unfinished aluminum doors or windows will be allowed.

Section 5.35 Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant’s sole and absolute discretion. Such decorative street signs shall be maintained by the Association, and shall be repaired or replaced by the Association if damaged in accordance with applicable rules and regulations of the controlling municipality. The Association assumes all liability in the installation, maintenance and repair of the decorative street signs.

Section 5.36 Fuel Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, shall be and hereby are prohibited.

Section 5.37 Garbage and Other Refuse. No Lot Owner 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, including compost on his or her Lot.

Section 5.38 Home Occupations. No Lot or Lots shall be used by an Owner, other than a
Builder or Declarant, for any purpose other than as a single-family residence, except that a home occupation, which satisfies the following definition as well as all requirements of the applicable Zoning Ordinance, may be permitted: any use conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, which use is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is: a) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; b) no commodity sold upon the premises; c) no person is employed other than a member of the immediate family residing in the Residence; and d) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted Home Occupation: child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog trimming, or any other similar activities. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales trailers, model homes, and sales offices.

Section 5.39 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales:

(A) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Declarant. Property Owners must maintain these swales as grassways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the Lot Owner.

(B) Any Owner or Builder 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, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 5.40 Roofing Materials. The roofing materials on all Residences within each Section of the Development shall be similar in color, and shall be of a quality, style and composition acceptable to the Declarant during the Development Period and, thereafter, the Committee.

Section 5.41 Solar Panels. No solar panels shall be permitted on any Residence.

Section 5.42 Temporary Structures. No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder.

Section 5.43 Utility Services. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 5.44 Vehicles Parking. No trucks one (1) ton or larger in size, campers, trailer, motor homes, boats, snowmobiles, jet ski or similar vehicles shall be parked on any street in the Property. Any recreational vehicle or trailer, camper, snowmobile, jet ski, or boat shall not be permitted to remain on any driveway or Lot except within a closed garage and shall not be regularly parked upon
unpaved areas. There shall be no outside storage of commercial trucks, trailers, boats, junk cars, or fuel tanks.

Section 5.45 Visual Obstructions. No fence, wall, gate, hedge, tree or shrub planting which obstructs sight lines and elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and 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 from the intersection of a street line with the edge of a driveway pavement or alley line.

Section 5.46 Wells. Water wells shall not be drilled on any of the Lots except as required to irrigate common areas.

Section 5.47 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy has been issued.

Section 5.48 Streets, Sidewalks, and Street Landscaping.

(A) Maintenance. Declarant shall maintain all streets and curbs in good condition satisfactory for the purpose for which they were constructed until their dedication has been accepted by the controlling municipality.

(B) Landscaping. All landscaping within the street right-of-way is subject to the approval of the appropriate governmental authority. Each Owner shall cut all grass and trim all other landscaping in the rights-of-way adjoining his Lot lines and shall maintain all sidewalks in the rights-of-way nearest his Lot lines. Each Owner shall immediately replace any street trees and lighting required by this Declaration, the Plat, or any other document controlling maintenance of Lots.

(C) Street Lights and Decorative Street Signs. All street lights and decorative street signs located within the right-of-way of any street shall be maintained by the Association.

Section 5.49 Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

ARTICLE VI

ARCHITECTURAL CONTROLS

Section 6.1 Approvals. Approvals, determination, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, with respect to the Declarant or the Association, by an officer thereof, and with respect to the Committee, by one (1) member thereof.

Section 6.2 Development Standards and Architectural Control Committee. A Development Standards Committee and Architectural Control Committee (the “Committee”), composed of at least three (3) members, shall exist and shall be appointed by the Declarant. Such members shall be subject to removal by the Declarant at any time, with or without cause. Any vacancies from time to time shall
be filled by appointment of the Declarant. The Declarant may, at its sole option, at any time hereafter, relinquish for a period of time to the Association the power to appoint and remove one or more members of the Committee.

Section 6.3 Continuation of Committee. When the Declarant provides written notification to the Association of discontinuance of this Committee, then the Directors of the Association, or their designees, shall continue the actions of the Committee with like powers and duties.

Section 6.4 Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. The Committee for its permanent files shall retain one copy of submitted material. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

Section 6.5 Exercise of Discretion. Declarant intends that the members of the Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

Section 6.6 Inspection. The Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Section 6.7 Liability of Committee, Declarant, Developer. Neither the Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, the compliance of proposed plans with laws and zoning ordinances, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections on each Lot prior to proposing construction.

Section 6.8 Common Areas Entrance, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Committee: (i) any and all landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Areas, landscape maintenance access easement, and/or sign landscape easement, (ii) any entrance monument or signage identifying the Development or any section thereof and/or (iii) street signage.

Section 6.9 Lot Improvements. No dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping or stacking of wood) shall be constructed or placed on any Lot without the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot requesting authorization from the Committee has made written application to the Committee at least
thirty (30) days prior to the proposed construction. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall by accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing (i) the location of the 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 and (ii) all easements, setbacks, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, 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 by a professional to a scale of 1" = 30', or to such other scale as the Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that a resident is not encroaching on an adjacent homeowner or in a Common Area. If Owner has encroached on an adjacent Owner's property or in a common area, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Committee in the Committee's sole and absolute discretion, the Committee may pre-approve a Builder's plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Committee.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing applications for approval.

Section 6.10 Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but are not limited to, a lack or absence of the following:

(A) The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of this Declaration; and

(B) The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

Section 6.11 Power to Grant Variances. The Committee may allow reasonable variances or adjustments of this Declaration 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 this Declaration, no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development, and any such variance granted shall not be considered as precedent setting.

Section 6.12 Statement of Purposes and Powers. Subject to this Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the Declarant.
ARTICLE VII

CONTIGUOUS LOTS

Section 7.1 Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots 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, such Owner must 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 this Declaration to said Lots, so long as the Lots remain improved with one single-dwelling house. In addition, the Owner must obtain all requisite and necessary permits and approvals from the municipality having zoning jurisdiction over the Property; provided, however, that with respect to the lots so combined, the Owner of the combined lots shall be obligated to pay Annual Assessments, One-Time Assessments, and/or Special Assessments for each originally platted Lot together constituting the combined Lots, and such Annual Assessments, One-Time Assessments, and Special Assessments shall be a lien on the combined Lots, all per the terms and conditions of Article X below.

ARTICLE VIII

USE AND OWNERSHIP OF COMMON AREA

Section 8.1 Ownership. A license upon such terms, conditions, rules and regulations as the Declarant, and successors, assigns or licensees of the Declarant, shall from time to time grant, for the use and enjoyment of the Common Area, is granted to the persons who are from time to time members of the Association; provided, however, that no residential development shall occur in the Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Common Areas which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot. The Common Areas shall be conveyed by quitclaim deed to the Association. 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 Common Area to the Association.

Section 8.2 Use. Common Area shall be used for such purposes as deemed appropriate by the Declarant until the end of the Development Period. Following the end of the Development Period, the Common Area shall be used for such purposes as deemed appropriate by the Association. Any Common Area depicted on the recorded plats of the Development or designated by the Declarant as a Common Area shall remain for the exclusive use of the Owner(s), and their family members, guests, tenants, or contract purchaser who reside on the Lot(s). Neither the Declarant’s execution or recording of the plats nor the doing of any other act by the Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Common Area.

Section 8.3 Use of Pool. Notwithstanding anything herein to the contrary, the Pool shall be available not only to the Owners and Members of the Association, but also to the owners of all residences in the Pool-Related Communities (the “Other Owners”) and their family members, guests, tenants, and contract purchasers, on the terms and conditions which follow:

(A) On or before the 31st day of May of each calendar year after the date of this Declaration, the Other Owners shall be permitted, at their option, to deliver to the Association an annual pool fee (the “Pool Fee”). The Pool Fee for the calendar year 2005 shall be $250.00
per residence in the Pool Related Communities, and may be increased, each calendar year thereafter, in an amount no greater than the percentage increase, if any, over previous years' consumer price index (all Urban Consumers, United States average, all items 1967 = 100) or its successor index;

(B) Only those Other Owners who deliver the Pool Fee to the Association on or before the 31st day of May of each calendar year shall be permitted to utilize the Pool for the calendar year in which said Pool Fee is received;

(C) In the use and enjoyment of the Pool, the Other Owners shall be subject to the same rules and regulations to which the Owners are subject; and

(D) Notwithstanding anything in this Declaration to the contrary, this Section 8.3 may not be amended, modified or eliminated without the consent of the board of Directors of the homeowners association existing in the Pool Related Communities.

ARTICLE IX

NORTHFIELD AND BIRCH RUN AT WYNNE FARMS
HOMEOWNERS ASSOCIATION, INC.

Section 9.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the property, (ii) the maintenance and repair of the Common Area including, but not limited to, any and all lighting, landscaping, pools, amenity areas, the Trail System, and sidewalks located thereon, (iii) the maintenance and repair of any and all entrance monuments and signage, and the landscaping surrounding such entrances monuments and signage, (iv) maintenance and repair of all street signage, street lighting, and all improvements and landscaping existing in any landscape maintenance access easement and/or any sign landscape easement, (v) the performance of any other obligations and duties of the Association specified herein.

Section 9.2 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and Bylaws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 9.3 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

(A) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(B) Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier (hereafter "Applicable Date"): 18
(i) December 31, 2020; or

(ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; or

(iii) when the Declarant executes and records, with the Recorder’s Office, a written instrument by which the Declarant terminates the Class B membership.

Section 9.4 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 9.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less. The Association shall at all times be managed by a professional management company.

Section 9.6 Limitations on Rights of the Association. As long as there is a Class B Member, the Association may not use its resources, nor take a public position in opposition to future phases of Northfield and Birch Run proposed by the Declarant or changes to current phases of proposed by the Declarant. Nothing in this paragraph shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups as long as they do not employ the resources of the Association or identify themselves as acting in the name, or on the behalf of the Association.

ARTICLE X

ASSESSMENTS

Section 10.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant and any 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 the following:

(A) Annual Assessments (hereafter defined);
(B) One-Time Assessment (hereafter defined);
(C) Special Assessments (hereafter defined) for costs of enforcement of the Declaration, capital improvements and operating deficits, copies of Association documents if requested by a member, and such assessments to be established and collected as hereinafter provided or established by the Board; and
(D) Violation Assessments (hereafter defined) levied for a violation of this Declaration.

Section 10.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the
allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplemental Declarations can effectively be met.

Section 10.3 Annual Assessment.

(A) Amount. The Annual Assessment provided for herein shall be per calendar year and shall commence for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant or a Builder. The Annual Assessment, commencing during the calendar year in which the first Lot is conveyed to an Owner other than the Declarant or a builder, shall be Five Hundred Ninety Dollars ($590.00) per year per Lot. The Annual Assessment for the calendar year shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The initial due date for annual assessments shall be January 1st of each calendar year, and such assessment shall be subject to collection and late charges beginning on January 31st of each calendar year.

(B) Purpose of Assessments. The annual assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in this Declaration.

(C) Method of Assessment. By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in Section 10.7 below, fix the Annual Assessment for each assessment year at an amount sufficient to meet the obligations imposed by this Declaration upon the Association. The Board during any calendar year shall be entitled to increase the Annual Assessment for that year if it should determine that the estimate or current assessment is insufficient for that year, provided that the Board shall give at least thirty (30) days advance notice thereof to the Owners. The Board of Directors shall establish the date(s) the Annual Assessment shall become due, and the manner in which it shall be paid.

Section 10.4 One-time Assessment. Upon (i) the closing of the initial conveyance of each Lot by Declarant to an Owner other than a Builder, or (ii) the sale of each Lot by a Builder (either by deed or by installment sale, conditional sale or land-contract sale), the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount of Two Hundred Fifty Dollars ($250.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation of the Development, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

Section 10.5 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a Special Assessment(s) for the purpose of enforcing these covenants and restrictions, for legal expenses, for collection expenses, other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder, for 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 and/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 or the votes of the members who are voting in
person or by proxy at a meeting duly called for this purpose.

Section 10.6 Violation Assessment. In addition to all other assessments as be authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) for a violation against this Declaration or (ii) for damages if any portion of the Common Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest or invitee. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

Section 10.7 Basis for Assessment:

(A) Lots Generally. Each Lot owned by a person other than Declarant or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(B) Lots Owned by Declarant or Builder. Declarant and any Builder shall not pay the Annual Assessment and Special Assessment so long as any Residence constructed upon a Lot by Declarant or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.

Section 10.8 Notice and Due Date. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors.

Section 10.9 Assessment Liens. All Assessments, together with interest thereon, attorneys' fees, and other costs of collection permitted by this Declaration to be collected, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Section 10.10 Failure of Owner to Pay Assessments. No Owner, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Residence belonging to such Owner, may exempt himself or herself from paying Annual Assessments or Special Assessments, or from contributing toward the expenses of administration and/or maintenance and repair of the Common Areas and toward any other expense lawfully agreed upon. Each Owner shall be personally liable for the payment of all Annual Assessments, Special Assessments, Violation Assessments and all other charges. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual Assessments, Special Assessments, or Violation Assessments when due, the lien for such assessment on the Owner’s Residence may be foreclosed by the Board of Directors for and on behalf of the Association, as provided by law. Upon the failure of an Owner to make payments of any Annual Assessments, Special Assessments, or Violation Assessments within ten (10) days after such are due, the Board of Directors, in its discretion and regardless of whether litigation is commenced, may:

(A) impose a uniform monthly late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of Directors of up to twenty-five percent (25%) of the amount of the Assessment;
(B) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;

(C) require that, in addition to the delinquent assessment and any applicable late charge, the Owner of the respective Residence also pay (i) any attorney's fees incurred incident to the collection of the delinquent assessment and (ii) collection costs incurred by the Association to the managing agent for processing delinquent owners' accounts;

(D) suspend such Owner's right to use the Common Areas as provided in the Indiana Nonprofit Association Act of 1991, as amended; and

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

In any action to foreclose the lien for any Assessments, the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual Assessments, Special Assessments, and/or Violation Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual Assessments, Special Assessments, and/or Violation Assessments without foreclosing or waiving the lien securing the same. In any action to recover an Annual Assessment, Special Assessment, and/or Violation Assessments, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to collection costs incurred by the Association to the managing agent for processing delinquent owners' accounts and reasonable attorney's fees, from the Owner of the respective Residence.

Section 10.11 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of assessments on a Lot showing the balance due the Association, if any.

Section 10.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of assessments levied under this Article X. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such assessments which became due or are attributable to the period of time prior to such sale or transfer. No sale transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
ARTICLE XI

REMEDIES

Section 11.1 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 covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, recurrency or continuation of such violation or violations of this Declaration.

Section 11.2 In General. The Association or any party to whose benefit this Declaration inures, including the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these Restrictions and Covenants, and shall be entitled to recover costs of collection and reasonable attorney’s fees; however, neither the Declarant, nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Declaration.

ARTICLE XII

EFFECT ON BECOMING AN OWNER

Section 12.1 The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restrictions contained in this Declaration. By acceptance of such deed or execution of such contract each Owner acknowledges the rights and powers of the Declarant, Committee, and Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, Committee and the Association and to and with the other Owners and subsequent Owners of each of the Lots affected by this Declaration to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XIII

TITLES

Section 13.1 The titles preceding the various Sections and paragraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Declaration. 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 by taken to mean or apply to the feminine or to the neuter.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.1 Enforcement and Declarant’s Exemption. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this
Declaration or other Association documents unless such right is specifically limited. Failure by the Association or by any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of the Declaration shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity.

Notwithstanding anything in this Declaration to the contrary, (i) the Declarant and any Designated Builder reserves a right to carry on construction, development, and sales activities, to place equipment, machinery, supplies and signs, construct and maintain models or other structures, and park vehicles of prospective or actual purchasers, lessees, or employees and personnel of the Declarant, on any part of the Property owned by the Declarant, a Builder, or the Association and (ii) none of the terms, conditions, provisions, and restrictions set forth in this Declaration shall be construed, in any manner, to limit any activity of the Declarant or a Builder in the construction, development, and sales activities pertaining to the Property.

Section 14.2 Severability; Headings; Conflict. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect. Titles of paragraphs are for convenience only and are not intended to limit or expand the covenants, rights or obligations expressed therein. In the case of any conflict between the Articles of Incorporation and this Declaration, the Declaration shall control; in the case of any conflict between this Declaration and the By-Laws, this Declaration shall control.

Section 14.3 Duration. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Property subject hereto and shall inure to the benefit of the Declarant or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded. Upon the expiration of such initial period, this Declaration shall automatically be extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) years renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate must be signed by all Mortgagees in existence one (1) year prior to the termination of such term or extension agreeing to terminate this Declaration. Said certificate shall be recorded in the Public Records of Hendricks County, Indiana, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration, upon which event this Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension during which such instrument of termination was recorded.
Section 14.4 Amendment. Until after the occurrence of the end of the Development Period, the Declarant reserves the exclusive right, at any time, in its sole discretion and without notice, to make any modifications or amendments to this Declaration deemed necessary or desirable by the Declarant and, therefore, for instance only and not by way of limitation, the Declarant reserves the right to amend this Declaration to comply with any requirements of the Federal Agencies. After the end of the Development Period, modifications and amendments to this Declaration may be made from time to time upon the affirmative vote of two-thirds (2/3) of all Members of the Association at any Annual or Special meeting called for that purpose; provided, however, that the full text of any proposed amendments shall be included in the notice of such Annual or Special meeting and the voting requirements specified for any action under any provisions of this Declaration shall also apply to any amendment of such provisions, and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the Members as provided in this Declaration.

Section 14.5 Waiver. The Declarant, as the present most interested party in maintaining the high quality of development which by these covenants is sought to be assured for the Property, hereby expressly reserves unto itself (so long as these restrictions are in effect), the unqualified right to waive or alter from time to time such of the herein contained restrictions as it may deem best, as to any one or more of the Lots, which waiver or alteration shall be evidenced by the mutual written consent of the Declarant and the then-Owner of the Lot as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 14.6 Management Contracts. For such time as the Declarant has Class B membership status, the Declarant shall have the right to enter into professional management contracts on behalf of the Association for the management of the Property for terms not to exceed one (1) year; provided, however, that the Association shall have the right to terminate such contracts, with or without cause, upon thirty (30) days' written notice to the other party and without payment of a termination fee.

Section 14.7 Dissolution. The Association may be dissolved with the assent given in writing and signed by at least two-thirds (2/3) of each class of Members and in accordance with Article 13 of the Act. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal, shall be offered to an appropriate public agency to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. In the event that such offer of dedication is refused, such assets shall be then offered to be granted, conveyed or assigned to any non-profit corporation, trust or other organization devoted to similar purposes and in accordance with Indiana law. Any such dedication or transfer of the Common Area shall not be in conflict with then-governing zoning ordinances or the designation of the Common Area as "open space".

ARTICLE XV

DECLARANT'S RIGHTS

Section 15.1 Any and all of the rights and obligations of the Declarant set forth in this Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hendricks County, Indiana.
Section 15.2 Nothing in this Declaration shall be construed in a manner that limits or restricts the Declarant and/or any Builders in their development of the Property and construction of residences therein. Therefore, notwithstanding anything herein to the contrary, the Declarant and/or any Builders authorized by Declarant may maintain and carry upon portion of the Common Area, and other portions of the Property and Lots owned by the Declarant, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Residences including, but not limited to, business offices, signs, model units, sales offices, and sales trailers.

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

DECLARANT:

WYNNE FARMS, LLC, an Indiana limited liability company

BY:  PLATINUM PROPERTIES, LLC,
      An Indiana limited liability company,
      Manager

By:  Steven R. Edwards, Vice President
      and Chief Financial Officer

STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, Vice President and Chief Financial Officer of Platinum Properties, LLC, an Indiana limited liability company, Manager of WYNNE FARMS, LLC, an Indiana limited liability company, as the Declarant herein, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions, and Restrictions of Northfield and Birch Run at Wyne Farms this 4th day of June, 2005.

My Commission Expires:  

Resident of County, Indiana

Printed:

This Instrument Prepared by: Charles D. Frankenberger, Nelson & Frankenberger, 3105 E. 98th Street, Suite 170, Indianapolis, IN 46280 - (317) 844-0106.

H:\Jean\PlatinumNorthfield and Birch Run\CCRs 031805.doc

26
EXHIBIT "A" - Page 1 of 2

LAND DESCRIPTION

A part of the West Half of the Northeast Quarter and a part of the Southeast Quarter of the Northwest Quarter all in Section 25, Township 16 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana, being more particularly described as follows:

Commencing at a railroad spike found representing the Northeast corner of said Section 25; thence South 88 degrees 55 minutes 49 seconds West on and along the North line of said Section a distance of 1327.59 feet to the calculated North Quarter corner of said Northeast Quarter Section, said point also being the POINT OF BEGINNING of this description; thence South 00 degrees 50 minutes 25 seconds East a distance of 2659.00 feet to the calculated South Quarter corner of said Northeast Quarter Section; thence South 88 degrees 49 minutes 03 seconds West on and along the South line of said Quarter Section a distance of 1335.21 feet to the calculated center of the aforesaid Section 25; thence South 88 degrees 33 minutes 54 seconds West on and along the South line of the Southeast Quarter of the Northwest Quarter of said Section 25 a distance of 687.52 feet; thence North 00 degrees 58 minutes 24 seconds West a distance of 197.14 feet to a point on a curve concave Northwesterly having a central angle of 49 degrees 23 minutes 49 seconds and a radius of 1900.00 feet; thence Northwesterly on and along said curve an arc distance of 1618.06 feet (said arc being subtended by a chord having a bearing of North 42 degrees 13 minutes 12 seconds East and a length of 1387.80 feet); thence North 17 degrees 31 minutes 17 seconds East a distance of 897.56 feet to the point of curvature of a curve concave Westerly having a central angle of 14 degrees 15 minutes 48 seconds and a radius of 1900.00 feet; thence Northerly on and along said curve an arc distance of 472.99 feet (said arc being subtended by a chord having a bearing of North 10 degrees 23 minutes 23 seconds East and a length of 471.77 feet) to a point on the North line of the Northeast Quarter of said Section 25; thence North 88 degrees 55 minutes 49 seconds East on and along said North line a distance of 564.41 feet to the POINT OF BEGINNING and containing 65.93 acres, more or less. Subject to all restrictions, rights-of-way and easements of record.
EXHIBIT "A" - Page 2 of 2

LAND DESCRIPTION

A part of the Northeast Quarter and a part of the Northwest Quarter all in Section 25, Township 16 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana, being more particularly described as follows:

BEGINNING at a railroad spike found representing the North Quarter corner of said Section 25; thence North 88 degrees 55 minutes 49 seconds East on and along the North line of said Northeast Quarter Section a distance of 662.88 feet to a point on a curve concave Westerly having a central angle of 14 degrees 01 minute 21 seconds and a radius of 1800.00 feet; thence Southerly on and along said curve an arc distance of 440.53 feet; (said arc being subtended by a chord having a bearing of South 10 degrees 30 minutes 37 seconds West and a length of 439.43 feet); thence South 17 degree 31 minutes 17 seconds West a distance of 897.56 feet to the point of tangency of a curve concave Northwesterly having a central angle of 35 degrees 33 minutes 53 seconds and a radius of 1800.00 feet; thence Southwesterly on and along said curve an arc distance of 1117.30 feet (said arc being subtended by a chord having a bearing of South 35 degrees 33 minutes 53 seconds West and a length of 1099.45 feet); thence North 21 degrees 24 minutes 09 seconds West a distance of 55.43 feet to the point of tangency of a curve concave Northwesterly having a central angle of 17 degrees 35 minutes 28 seconds and a radius of 360.00 feet; thence Northwesterly on and along said curve an arc distance of 110.53 feet (said arc being subtended by a chord having a bearing of North 46 degrees 31 minutes 26 seconds West and a length of 110.09 feet); thence North 55 degrees 19 minutes 10 seconds West 60.90 feet; thence North 63 degrees 29 minutes 17 seconds West a distance of 625.38 feet; thence South 26 degrees 30 minutes 43 seconds West 150.00 feet; thence North 63 degrees 29 minutes 17 seconds west 255.39 feet; thence North 33 degrees 06 minutes 31 seconds West a distance of 522.47 feet; thence North 01 degree 09 minute 40 seconds West a distance of 1281.30 feet to a point on the North line of the Northwest Quarter of said Section 25; thence North 88 degrees 50 minutes 20 seconds East on and along said North line a distance of 1639.39 feet to the POINT OF BEGINNING and containing 86.60 acres, more or less. Subject to all restrictions, rights-of-way and easements of record.
EXHIBIT "B"

LAND DESCRIPTION

A part of the South Half of the Southwest Quarter of Section 25, Township 16 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana, being more particularly described as follows:

Beginning at a railroad spike found representing the South Quarter corner of said Southwest Quarter Section; thence South 88 degrees 27 minutes 57 seconds West on and along the South line of said Quarter Section a distance of 878.65 feet; thence North 32 degrees 40 minutes 53 seconds East a distance of 418.48 feet; thence North 35 degrees 19 minutes 40 seconds East a distance of 924.18 feet; thence North 89 degrees 26 minutes 25 seconds East 725.47 feet; thence South 00 degrees 58 minutes 24 seconds East parallel with the West line of the Southeast Quarter of the Southwest Quarter of said Section 25 a distance of 1073.41 feet to a point on the South line of said Quarter-Quarter Section; thence South 88 degrees 29 minutes 13 seconds West on and along said South line a distance of 625.92 feet to the POINT OF BEGINNING and containing 27.89 acres, more or less. Subject to all restrictions, rights-of-way and easements of record.

H:\Janel\Platinum\Northfield and Birch Run CC\s 031805.doc
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHFIELD AND BIRCH RUN AT WYNNE FARMS

This First Amendment to Declaration of Covenants, Conditions, and Restrictions of Northfield and Birch Run at Wynne Farms (the "First Amendment") is made and entered into this 24th day of March, 2014, by and between Wynne Farms, LLC, an Indiana limited liability company ("Wynne Farms") and Wynne Farms Developer, LLC, an Indiana limited liability company ("WFD");

WITNESSETH:

WHEREAS, Wynne Farms is the Declarant in the Declaration of Covenants, Conditions, and Restrictions of Northfield and Birch Run at Wynne Farms recorded with the Recorder of Hendricks County, Indiana on May 3, 2006 as Instrument No. 20060011333 (the "Declaration");

WHEREAS, on February 12, 2014, Wynne Farms transferred the remaining portion of the Property that it owns to WFD, who is an affiliated company to Wynne Farms, and WFD intends to develop the remainder of the Property;

WHEREAS, unless otherwise defined in this First Amendment, all capitalized terms in this First Amendment shall have the meaning ascribed to them in the Declaration; and,

WHEREAS, the parties desire to amend the Declaration as follows.

NOW, THEREFORE, in consideration of the foregoing preambles and recitations, the Declaration is hereby amended as follows:

1. **Preambles and Recitations.** The foregoing preambles, recitations, and definitions are made a part of and incorporated into this First Amendment as though fully set forth herein.

2. **Effective Date.** The effective date of this First Amendment is February 12, 2014 (the "Effective Date").

3. **Assignment and Assumption of Declarant's Rights and Obligations.** As of the Effective Date, Wynne Farms assigns to WFD, and WFD assumes from Wynne Farms, all of Wynne Farms' rights and obligations as the Declarant under the Declaration.
4. **First Amended Declaration.** The Declaration, as amended by this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions of Northfield and Birch Run at Wynne Farms as of the date first above written, and effective as of the Effective Date.

Wynne Farms, LLC, an Indiana limited liability company
By: Platinum Properties, LLC, an Indiana limited liability company, its Manager

By: [Signature]
Steven R. Edwards, Vice President - Chief Financial Officer

Wynne Farms Developer, LLC, an Indiana limited liability company
By: Platinum Properties Management Company, an Indiana limited liability company, its Manager

By: [Signature]
Steven R. Edwards, Vice President - Chief Financial Officer

STATE OF INDIANA )
) SS:
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, Vice President – Chief Financial Officer of Platinum Properties, LLC, an Indiana limited liability company, the Manager of Wynne Farms, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions of Northfield and Birch Run at Wynne Farms this 24th day of March, 2014.

My Commission Expires: [Signature]

Residing in County, Indiana

Notary Public

Printed Name

[Stamp]
STATE OF INDIANA  
COUNTY OF HAMILTON  

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, Vice President - Chief Financial Officer of Platinum Properties Management Company, LLC, an Indiana limited liability company, the Manager of Wynne Farms Developer, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions of Northfield and Birch Run at Wynne Farms this 24th day of March, 2014.

My Commission Expires: 

Residing in ______________
County, Indiana

Stacy A. Singer
Notary Public  
Printed Name

This instrument was prepared by Steven R. Edwards, Platinum Properties, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Steven R. Edwards.
AN ORDINANCE ANNEXING REAL ESTATE INTO THE TOWN OF AVON: Wynne Farms

WHEREAS, The Town Council of the Town of Avon has adopted a policy regarding the expansion of the corporate boundaries of the Town through the annexation of contiguous real estate located outside the Town’s boundaries; and

WHEREAS, this Annexation Policy sets forth certain criteria as a guide for the Town Council to use in deciding whether areas contiguous to the Town should be considered for annexation; and

WHEREAS, the owners of real estate located generally between the extension of CR 150N and the Washington Township/Lincoln Township line on the east side of Dan Jones Road, have petitioned the Town to annex that real estate into the Town of Avon, and

WHEREAS, this area fits the Annexation Policy’s criteria for areas that should be considered for annexation; and

WHEREAS, this annexation petition is subject to the voluntary annexation process set forth in Indiana Code 36-4-3-5.1; and

WHEREAS, the boundaries of this area are over one eighth contiguous; and

WHEREAS, a written fiscal plan for the provision of services to this area has been prepared showing how the requirements of Indiana Code 36-4-3-13(d) can be satisfied in the annexation of this real estate and how services will be provided to this real estate if it is annexed; and

WHEREAS, the Town Council will have conducted a public hearing in regards to the annexation of this real estate prior to this ordinance’s adoption.

NOW THEREFORE BE IT ORDAINED THAT, by the powers vested in the Town Council pursuant to Indiana Code 36-4-3-1 et. seq., the real estate that is identified by the attached legal description (Exhibit 1) and shown on the attached map (Exhibit 1), and all of the roadway and rights-of-way of the roads that are apart of, or lie adjacent to, the described real estate, shall be annexed into the Town of Avon, Indiana, subject to the following terms and conditions:

1. This territory shall be made a part of Avon Town Council District No. 2.

2. As soon as practical after the adoption of this ordinance, the Clerk-Treasurer of Avon shall cause a copy of this ordinance to be published in the newspaper qualified to publish legal notices of the Town of Avon.

3. The annexation will take effect thirty (30) days from the date of the publication of this ordinance and the Clerk-Treasurer’s filing of a copy of the ordinance with the County Auditor and with the Circuit Court Clerk of Hendricks County and recording of the ordinance in the Office of the County Recorder of Hendricks County.

4. Exhibit 2 provides the planned unit development ordinance adopted by the Hendricks County Board of Commissioners for this property.

5. Exhibit 3 provides a list of commitments submitted by the petitioner and requested by the Hendricks County Plan Commission and Hendricks County Board of Commissioners during the Planned Unit Development hearings for this property.
6. Any commitments or conditions imposed on this property (including but not limited to those in Exhibits 2 and 3), resulting from actions taken by governmental officials, boards or agencies of Hendricks County, shall continue to be in effect and to the extent allowable by law, be enforceable by the Town of Avon unless commitments have been amended per section 6 of the annexation ordinance.

7. The commitments or conditions imposed on the property by the approval of the Hendricks County Board of Commissioners Ordinance 2004-01 shall be amended as shown in Exhibit 2 and further described as follows:

- All references to the Hendricks County Zoning Ordinance shall be interpreted to refer to the Town of Avon Zoning Ordinance;

- All residential uses shall have a minimum front yard setback of 25 feet, which is the Town of Avon front yard setback for subdivision streets; and

- All roads to be constructed within the annexed portion of the planned unit development approved by Hendricks County Board of Commissioners Ordinance 2004-01, except frontage roads as defined in Exhibit 3, shall be built to a minimum of 30 feet in width from back to back of curb.

This ordinance is hereby passed and adopted this 10th day of March, 2005.

TOWN COUNCIL, TOWN OF AVON

[Signatures]

Consisting a majority of all the members of the Town Council of Avon, Indiana

ATTESTED BY:

Sharon Howell, Clerk-Treasurer
Town of Avon, Indiana
LAND DESCRIPTION

The following description includes land described to Patrick J. Wayne, Jr. and Stephanie J. Wayne, as Trustees, or the Successor Trustee, of the Patrick J. Wayne, Jr. Revocable Trust, in Book 275, page 83-85, and lands described to Wayne Farms, LLC, in Instr. No. 20040002119, Instr. No. 20040002120 and Instr. No. 20040002123, in the Office of the Recorder of Hendricks County, Indiana.

NOTE: All bearings and distances are per deed description.

Part of the northwest Quarter of Section 36 in Township 16 North, Range 1 East, Washington Township, Hendricks County, Indiana, more particularly described as follows:

Beginning at the northwest corner of said Southwest Quarter, also being the northwes corner of land described to Wayne Farms, LLC, in Instrument No. 20040002119 in the Office of the Recorder of Hendricks County, Indiana; thence along the North line of said Quarter and said Wayne land North 88 degrees 33 minutes 54 seconds East 1513.42 feet to the northwest corner of land described to Wayne Farms, LLC, in Instrument No. 20040002123, the following three (3) courses being along said land:

1. North 88 degrees 33 minutes 54 seconds East 625.91 feet
2. South 00 degrees 38 minutes 24 seconds East 2812.1 feet to the South line of said Quarter;
3. along said South line South 88 degrees 29 minutes 13 seconds West 625.91 feet to the northeast corner of land described to Wayne Farms, LLC, in Instrument No. 20040002122, and the northeast corner of the West Half of the Northwest Quarter of the aforementioned Section 36, the following three (3) courses being along said Wayne land:

1. along the East line of said Half-Quarter South 00 degrees 41 minutes 30 seconds East 2472.47 feet to the southeast corner of said Half-Quarter;
2. along the South line of said Half-Quarter South 88 degrees 41 minutes 23 seconds West 1326.41 feet to the southwest corner of said Half-Quarter;
3. along the West line of said Half-Quarter, North 00 degrees 37 minutes 12 seconds West 2687.81 feet to the northwest corner of said Half-Quarter; thence along the West line of the aforementioned Southwest Quarter of Section 25 and Wayne land, North 01 degrees 15 minutes 51 seconds West 2675.70 feet to the Point of Beginning, and all of the roadway and rights-of-way of the roads that are a part of, or lie adjacent to, the described real estate.

NOTE: This exhibit was prepared from record documents without benefit of field survey and is intended for annotation use only. Do not use for transfer of title.
WYNNE FARMS
(PUD - Planned Unit Development)

Zoning Ordinance and Subdivision Controls
ZA-300/WA03-05/LN03-02

APPROVED: January 13, 2004 by the Board of Commissioners
Ordinance No. 2004-01

Developer:
Platinum Properties, LLC
9551 Delegates Row
Indianapolis, IN 46240
(317) 818-2900
(317) 818-2907 Fax

Land Planner:
Hemp Design
4725 Statesmen Drive, Suite D
Indianapolis, IN 46250
(317) 595-1905
(317) 845-5616 Fax

Engineer:
Benchmark Consulting
20 East Airport Road, Suite 100
Browasburg, IN 46112
(317) 852-5695
(317) 852-5517 Fax

Attorney:
Lee Comer
71 West Main Street
Danville, IN 46122
(317) 745-4300
(317) 745-3029 Fax
## Index

<table>
<thead>
<tr>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Location Map</td>
<td>1</td>
</tr>
<tr>
<td>Aerial Photo</td>
<td>2</td>
</tr>
<tr>
<td>Existing Zoning Map</td>
<td>3</td>
</tr>
<tr>
<td>Hendricks County Comprehensive Plan – Land Use Plan</td>
<td>4</td>
</tr>
<tr>
<td>Comprehensive Plan Statement</td>
<td>5</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td>6-7</td>
</tr>
<tr>
<td>Development Statement</td>
<td>8</td>
</tr>
<tr>
<td>Overall Development Plan</td>
<td>9</td>
</tr>
<tr>
<td>Residential Development Standards</td>
<td></td>
</tr>
<tr>
<td>Section 1 - Parcel A, J, &amp; L</td>
<td>10-12</td>
</tr>
<tr>
<td>Section 2 - Parcel E &amp; F</td>
<td>13-15</td>
</tr>
<tr>
<td>Section 3 - Parcel D, H, &amp; I</td>
<td>16-18</td>
</tr>
<tr>
<td>Commercial/Retail/Office Development Standards</td>
<td></td>
</tr>
<tr>
<td>Section 4 - Parcel C, G &amp; B</td>
<td>19-21</td>
</tr>
<tr>
<td>Church/Institutional Development Standards</td>
<td></td>
</tr>
<tr>
<td>Section 5 - Parcel K</td>
<td>22-23</td>
</tr>
<tr>
<td>Architectural Commitments</td>
<td></td>
</tr>
<tr>
<td>Section 6 - Residential – Single Family Detached</td>
<td>24-26</td>
</tr>
<tr>
<td>Section 7 - Residential – Single Family Attached</td>
<td>27</td>
</tr>
<tr>
<td>Section 8 - Commercial/Retail</td>
<td>28-29</td>
</tr>
<tr>
<td>Landscape Commitments</td>
<td></td>
</tr>
<tr>
<td>Section 9 - Residential</td>
<td>30-31</td>
</tr>
<tr>
<td>Section 10 - Commercial/Retail</td>
<td>32-33</td>
</tr>
<tr>
<td>Section 11 - Roadway &amp; Sidewalk Standards</td>
<td>34-35</td>
</tr>
<tr>
<td>Section 12 - Open Space and Amenity Commitments</td>
<td>36-37</td>
</tr>
<tr>
<td>Section 13 - Signage Commitments</td>
<td>38-43</td>
</tr>
<tr>
<td>Section 14 - Lighting Commitments</td>
<td>44</td>
</tr>
<tr>
<td>Section 15 – Supplementary Regulations</td>
<td>45-46</td>
</tr>
<tr>
<td>Section 16 – Definitions</td>
<td>47-55</td>
</tr>
<tr>
<td>Development Timetable</td>
<td>56</td>
</tr>
<tr>
<td>Traffic Impact Analysis (Conclusions &amp; Recommendations)</td>
<td>Appendix A</td>
</tr>
<tr>
<td>U.S. Filter – Water Service Availability Letter</td>
<td>Appendix B</td>
</tr>
<tr>
<td>WCCD – Sanitary Sewer Availability Letter</td>
<td>Appendix C</td>
</tr>
</tbody>
</table>

E:\Wynne Farms\Legal Docs\WF - PUD Ordinance Book
Wynne Farms PUD Ordinance

AERIAL PHOTO
WYNNE FARMS
HENDRICKS COUNTY COMPREHENSIVE PLAN – LAND USE PLAN

WYNNE FARMS

Legend
- Agricultural Use
- Commercial
- Institutional
- Low Density Residential
- 1 acre minimum
- Open Space Subdivisions
- Encouraged
- Medium Density Residential
- w/ Urban Services
- 1-4 Units per Acre
- Commercial/Light
- Industrial
- Greenway/Floodplain
- Corridor
- Arterial Corridor
- Incorporated Areas
- Future Principal
- Arterial

E:Wynne Farms\Legal Desk\WF - PUD Ordinance Book
Wynne Farms PUD Ordinance

COMPREHENSIVE PLAN STATEMENT
WYNNE FARMS

The Hendricks County Comprehensive Plan, May 1998, has designated this area for Medium Density Residential of 1-4 units per acre/Urban Services.

The gross density calculation for Wynne Farms is 2.60 units per acre.

Although the Comprehensive Plan does not specifically show Commercial/Retail/Office in this area, from a planning perspective the location of the Commercial/Retail/Office at the intersection of Dan Jones Road (minor arterial) and the proposed Northfield Drive makes this an ideal node for this use. This newly created intersection is approximately halfway between two major retail corridors associated with U.S. 36 to the South and U.S. 136 to the North. The location of this use will allow residents in the Wynne Farms development and the surrounding developments already approved an alternative location to do their convenience shopping and business without going to the existing major retail corridors.
Wynne Farms PUD Ordinance

LETTER OF INTENT

WYNNE FARMS

Introduction

Wynne Farms consists of approximately 520 acres located North/South along the eastern edge of Dan Jones Road from just north of County Road 100 North to County Road 300 North. Wynne Farms also extends west of Dan Jones Road along the County Road 300 North boundary. At the completion of the development, the following land uses will comprise:

- Commercial/Retail/Office: 75 acres +/-
- Church/Institutional: 20 acres +/-
- Apartments: 25 acres +/-
- Townhomes: 20 acres +/-
- Villa Homes: 20 acres +/-
- Single Family: 235 acres +/-
- Northfield Blvd. (R.O.W.): 16 acres +/
- Open Space: 89 acres +/

The organization of these land uses is shown on the submitted Overall Development Plan (see page 9).

1. The Commercial/Retail/Office area designated as Parcels B, C, & G on the Overall Development Plan is anticipated to be constructed as the development matures. The location of this site at the intersection of Dan Jones Road and Northfield Drive makes this an ideal location for Commercial/Retail/Office. It is approximately halfway between two major retail corridors associated with U.S. 36 to the South and the Northfield Drive-S.R. 267 intersection to the North. The location of this Commercial/Retail/Office area will allow residents in the area to do their shopping, business, and services without going to the major retail areas.

2. The Church/Institutional area designated as Parcel K on the Overall Development Plan is used as both a transition and buffer between Single Family detached housing and Single Family attached housing. The implementation of a Church/Institutional site within the development plans for the need of an ever growing community.

3. The Apartments area designated as Parcel D on the Overall Development Plan generally attracts the user profile of young single, young married, empty nesters, and seniors.
4. The Townhomes area designated as Parcel H on the Overall Development Plan generally attracts the user profile of professional single, young professional married, empty nesters, and seniors.

5. The Villa Homes area designated as Parcel I on the Overall Development Plan generally attracts the user profile of empty nesters and seniors.

6. The Single Family area designated as Parcels A, E, F, J, & L on the Overall Development Plan will provide a diverse mix of housing types and price points for the consumer. These styles will be considered traditional single family.

7. The open space consists of active and passive recreational amenities. The passive amenities include pocket parks or green space within individual neighborhoods. The other passive amenities include trails and bike paths. The active amenities will be located in the parks that are accessible by sidewalk, trails, and roadway. The parks include facilities for tennis, basketball, picnic, playground, swimming, football, and softball. The parks and trails will be managed by an overall Homeowners Association – HOA for the Wynne Farms development.

**NOTE:**

Appendix B of the Hendricks County Comprehensive Plan supports the “exchange of key portions of the site” like the trails and parks “for public and semi-public usage” to allow “greater flexibility in site design, smaller lots sizes and less extensive street and utility construction. In this manner, particularly sensitive or valuable areas of the site can be preserved without the need for public acquisition.”
Wynne Farms is a master planned community complete with all elements that create a solid, sustainable community. Possessing the right mix of commercial/retail property, multifamily residential ground, and several price points of detached single family parcels along with a parks and amenity package, Wynne Farms assures a good mix of use, and an array of socio-economic participants. The diversity of housing types, price points and pedestrian environment allows for a successful and enjoyable lifestyle.

In the creation of the Wynne Farms community the effect on the public health, safety, and welfare has been considered. The Wynne Farms community will create a positive effect on the public health as it will continue to allow the expansion of centralized water and sanitary sewer utilities in areas currently on private well and septic. The creation and construction of the southern portion of the Northfield Drive (Brownsburg by-pass) will create a new road helping to provide safer passage of individuals throughout the Avon Brownsburg area. The effect on the public welfare by the creation of the Wynne Farms development will be positive due to the tax base created by the Commercial/Office portion.

With the creation of the Wynne Farms community an analysis of the community’s impact on the public services (i.e. school, fire, and police) has been considered. Within the development land has been set aside for either a Church or Institutional use. Since this development is divided by the township line the overall developments impact is split between two communities. The township split has a positive net effect for both municipalities as the development is proposing Commercial/Office uses on both sides of the Township Line. These proposed uses create a positive tax impact that offset any increase in services required from the school, fire, and police. A Fiscal Impact study for this development is being prepared by a consultant under contract to the Hendricks County Planning Commission. Review of this fiscal Study will better address the developments impact on public services.

Wynne Farms is being rezoned per Chapter 44 – Planned Unit development District in the Hendricks County Zoning Ordinance 2001 (Amended 8-15-02). In all cases this PUD Ordinance for Wynne Farms shall amend the zoning and subdivision controls unless referenced back to specific zoning and subdivision control sections in the Hendricks County Zoning Ordinance.
OVERALL DEVELOPMENT PLAN
WYNNE FARMS

Parcel A - Parcel C - Parcel D - Parcel E - Parcel F

Northfield Drive

Park

Parcel J

Parcel H

Parcel I

Parcel K

Parcel L

C.R. 200 North

Typical Office Park Option

Wynne Farms PUD Ordinance
SECTION 1
RESIDENTIAL DEVELOPMENT STANDARDS
Parcel A, J, & L
WYNNE FARMS

1.01 PURPOSE
The purpose of Parcel A, J, & L is to permit of single family dwellings with lots having centralized sewer and water facilities.

1.02 PRINCIPLE USES PERMITTED
Principal permitted uses or similar uses consistent with the purposes of the Section shall be as follows:
A. Farm Dwelling (Pre-existing dwellings, structures, and operations);
B. Single Family Dwelling;
C. Educational Institution, K-12 only;
D. Passive/Active Recreation

1.03 ACCESSORY USE PERMITTED
Accessory uses shall be permitted as follows:
A. Day Care Home;
B. Signs, as regulated by Section 13 of this PUD Ordinance;
C. Other accessory uses and structures in conjunction with a primary use or structure provided the accessory use does not change the character of the district.

Accessory uses and buildings shall be incidental and subordinate in height, area, bulk, extent and purpose to the principle use. Accessory buildings shall not be erected prior to the principal building.

1.04 SPECIAL EXCEPTION USES PERMITTED
Special exception uses shall be permitted as follows:
A. Assisted Living Facility;
B. Educational Institution, excluding K-12;
C. Home Occupation I, as regulated by Section 15 of this PUD Ordinance;
D. Non Commercial Recreation;
E. Publicly Owned Buildings and Facilities;
Wynne Farms PUD Ordinance

F. Religious Places of Worship;
G. Secondary Dwelling, as regulated by this PUD Ordinance.
1.05 DEVELOPMENT STANDARDS

A. Property Development Standards

The minimum dimensions of lots and yards and the heights of buildings shall be as shown in the following:

1. Minimum Lot Area: 10,000 square feet

2. Minimum Lot Width: 80 feet at the building setback line.

3. Minimum Lot Frontage: 40 feet

4. Maximum Lot Coverage: 35 percent
   Accessory use 5 percent or 600 square feet, whichever is greater

5. Minimum Ground Floor Living Area:
   1,800 square feet single story
   900 square feet multi-story
   (2,200 square feet total)

6. Maximum Height:
   40 feet principle structure
   18 feet accessory structure

7. Minimum Front Yard Setback: 30-25 feet from the R.O.W. setback

8. Minimum Side Yard Setback: 0 feet minimum (one side)

9. Minimum Rear Yard Setback: 15 feet

10. Minimum Distance Between Principal Buildings: 20 feet

B. Minimum Off-Street Parking and Loading Requirements

Minimum off-street parking and loading requirements shall be as regulated by the Hendricks-County Town of Avon Zoning Ordinance.

C. Sign Requirements

Sign requirements shall be as regulated in this Ordinance Section 13.

D. Landscaping requirements shall be as regulated in this Ordinance Section 9.
SECTION 2
RESIDENTIAL DEVELOPMENT STANDARDS
Parcel E & F
WYNNE FARMS

2.01 PURPOSE
The purpose of Parcel E & F is to permit single family dwellings with lots having centralized sewer and water facilities.

2.02 PRINCIPLE USES PERMITTED
Principal permitted uses or similar uses consistent with the purposes of the Section shall be as follows:
A. Farm Dwelling (Pre-existing dwellings, structures, and operations);
B. Single Family Dwelling;
C. Educational Institution, K-12 only;
D. Passive/Active Recreation

2.03 ACCESSORY USE PERMITTED
Accessory uses shall be permitted as follows:
A. Day Care Home;
B. Signs, as regulated by Section 13 of this PUD Ordinance;
C. Other accessory uses and structures in conjunction with a primary use or structure provided the accessory use does not change the character of the district.

Accessory uses and buildings shall be incidental and subordinate in height, area, bulk, extent and purpose to the principle use. Accessory buildings shall not be erected prior to the principal building.

2.04 SPECIAL EXCEPTION USES PERMITTED
Special exception uses shall be permitted as follows:
A. Assisted Living Facility;
B. Educational Institution, excluding K-12;
C. Home Occupation I, as regulated by Section 15 of this PUD Ordinance;
D. Non Commercial Recreation;
E. Publicly Owned Buildings and Facilities;
Wynne Farms PUD Ordinance

F. Religious Places of Worship;
G. Secondary Dwelling, as regulated by this PUD Ordinance.
Wynne Farms PUD Ordinance

2.05 DEVELOPMENT STANDARDS

A. Property Development Standards

The minimum dimensions of lots and yards and the heights of buildings shall be as shown in the following:

1. Minimum Lot Area: 8,750 square feet
2. Minimum Lot Width: 70 feet at the building setback line.
3. Minimum Lot Frontage: 40 feet
4. Maximum Lot Coverage: 35 percent Accessory use 5 percent or 600 square feet, whichever is greater

5. Minimum Ground Floor Living Area: 1,500 square feet single story
900 square feet multi-story
(2,000 square feet total)
6. Maximum Height: 40 feet principle structure
18 feet accessory structure

7. Minimum Front Yard Setback: 34-25 feet from the R.O.W. setback
9. Minimum Side Yard Setback: 0 feet minimum (one side)
9. Minimum Rear Yard Setback: 15 feet

a. Minimum Distance Between Principal Buildings: 20 feet

B. Minimum Off-Street Parking and Loading Requirements

Minimum off-street parking and loading requirements shall be as regulated by the Hendricks County Town of Avon Zoning Ordinance.

C. Sign Requirements

Sign requirements shall be as regulated in this Ordinance Section 13.

D. Landscaping Requirements shall be as regulated in this Ordinance Section 9.
SECTION 3
RESIDENTIAL DEVELOPMENT STANDARDS
Parcel D, H, & I
WYNNE FARMS

3.01 PURPOSE
The purpose of Parcel D, H, & I are to permit multi family dwellings with lots having centralized sewer and water facilities.

3.02 PRINCIPLE USES PERMITTED
Principal permitted uses or similar uses consistent with the purposes of the Section shall be as follows:
A. Active/Passive Recreation;
B. Educational Institutions, K-12 only;
C. Farm Dwelling (Pre-existing dwellings, structures, and operations);
D. Multi-Family Dwellings;

3.03 ACCESSORY USE PERMITTED
Accessory uses shall be permitted as follows:
A. Carport, shall be exempt from the setback requirements of this district;
B. Day Care Home;
C. Signs, as regulated by Section 13 of this PUD Ordinance;
D. Other accessory uses and structures in conjunction with a primary use or structure provided the accessory use does not change the character of the district.

Accessory uses and buildings shall be incidental and subordinate in height, area, bulk, extent and purpose to the principle use. Accessory buildings shall not be erected prior to the principal building.

3.04 SPECIAL EXCEPTION USES PERMITTED
Special exception uses shall be permitted as follows:
A. Assisted Living Facility;
B. Educational Institution, excluding K-12;
C. Group Home;
D. Home Occupation I, as regulated by Section 15 of this PUD Ordinance;
Wynne Farms PUD Ordinance

E. Hospital/ Emergency Care Facility;
F. Non Commercial Recreation;
G. Nursing Home;
H. Publicly Owned Buildings and Facilities;
I. Religious Places of Worship;
3.05 DEVELOPMENT STANDARDS

A. Property Development Standards

The minimum dimensions of lots and yards and the heights of buildings shall be as shown in the following:

1. Minimum Lot Area: 5,500 square feet per building with sewer and water for duplex or multifamily dwellings “triplex” or “quad”.
   15 dwelling units per acre maximum for apartments, condominiums, & townhomes.

2. Minimum Lot Width: 60 feet for duplex or multifamily dwellings “triplex” or “quad”.
   35 feet for apartments, condominiums, & townhomes per unit.

3. Minimum Lot Frontage: 35 feet

4. Maximum Lot Coverage: 50 percent
   Accessory use 5 percent or 600 square feet, whichever is greater

5. Minimum Ground Floor Living Area:
   950 square feet single story
   650 square feet multi-story

6. Maximum Height:
   50 feet principle structure
   18 feet accessory structure

7. Minimum Front Yard Setback:
   25 feet from the R.O.W. setback on public streets
   20 feet from the edge of pavement on private streets

8. Minimum Side Yard Setback:
   10 feet aggregate

9. Minimum Rear Yard Setback:
   15 feet

10. Minimum Distance Between Principal Buildings: 20 feet

11. Minimum Dwelling Width: 24 feet

B. Minimum Off-Street Parking and Loading Requirements

Minimum off-street parking and loading requirements shall be as regulated by the Hendricks County Town of Avon Zoning Ordinance.

C. Sign Requirements

Sign requirements shall be as regulated in this Ordinance Section 13.

D. Landscaping Requirements

Landscaping requirements shall be as regulated by this Ordinance Section 9.
SECTION 4
COMMERCIAL/RETAIL/OFFICE DEVELOPMENT STANDARDS

Parcel C, G, & B
WYNNE FARMS

4.01 PURPOSE
The purpose of Parcel C, G, & B is to encourage the development of a range of Retail Businesses, Personal and Professional Services, Office and Service Businesses to meet the needs of a community market area.

4.02 PRINCIPLE USES PERMITTED
Principal permitted uses or similar uses consistent with the purposes of the Section shall be as follows:

A. Agricultural Roadside Stands;
B. Automobile Filling Stations;
C. Convenience Store;
D. Day Care Centers;
E. Day Care Centers, Adult;
F. Educational Institutional;
G. Financial Institutions;
H. Health Care Facilities Medical and Emergency;
I. Hospitals;
J. Medical and Dental Laboratories;
K. Nursing Homes;
L. Offices, Professional and Business;
M. Personal Services;
N. Professional Services;
O. Publicly Owned Buildings and Utilities;
P. Restaurants;
Q. Restaurants, Fast Food;
R. Retail Businesses;
S. Service Businesses;
T. Shopping Centers;
U. Veterinarian Clinics and Animal Hospitals;
V. Wholesale Businesses.
4.03 ACCESSORY USE PERMITTED
Accessory uses shall be permitted as follows:
A. Signs, as regulated by Section 13 of this PUD Ordinance;
B. Drive Through Establishments; and
C. Other accessory uses and structures in conjunction with a primary use or structure provided the accessory use does not change the character of the district.

Accessory uses and buildings shall be incidental and subordinate in height, area, bulk, extent and purpose to the principle use. Accessory buildings shall not be erected prior to the principal building.

4.04 SPECIAL EXCEPTION USES PERMITTED
Special exception uses shall be permitted as follows:
A. Automobile Service and Repair;
B. Clubs;
C. Commercial Recreation;
D. Commercial Entertainment, excluding Sexually Oriented Businesses;
E. Contractor Services;
F. Hotels/Motels;
G. Mixed Uses;
H. Religious Places of Worship;
I. Research and Testing Laboratories.
4.05 DEVELOPMENT STANDARDS

A. Property Development Standards

The minimum dimensions of lots and yards and the heights of buildings shall be as shown in the following:

1. Minimum Lot Area: None (This district is established for purposes of allowing more than one principle use or building on the overall district.) A Master Site Plan shall be filed and approved by the PUD Developer and Jurisdictional Planning Commission for each individual Parcel C, G, & B prior to individual Parcel development and separate site plan reviews and approvals.

2. Minimum Road Frontage: 50 feet

3. Maximum Lot Coverage: 50 percent principle building
   75 percent total impervious surface coverage.

4. Maximum Height: 50 feet principle structure
   20 feet accessory structure

4a. Minimum Height: 10 feet principle structure

5. Minimum Setback: 30 feet from the R.O.W. setback

5a. Maximum Setback: 80 feet from the R.O.W. setback

6. Minimum Rear Setback: 15 feet

7. Minimum Building Separation: 10 feet

8. Maximum Single Use Building: 60,000 square feet

B. Minimum Off-Street Parking and Loading Requirements

Minimum off-street parking and loading requirements shall be as regulated by the Hendricks County Town of Avon Zoning Ordinance.

C. Sign Requirements

Sign requirements shall be as regulated in this Ordinance Section 13.

D. Landscaping Requirements

Landscaping requirements shall be as regulated in this Ordinance Section 10.
SECTION 5
CHURCH/INSTITUTIONAL DEVELOPMENT STANDARDS
Parcel K
WYNNE FARMS

5.01 PURPOSE
The purpose of Parcel K is to encourage the development of church, publicly owned and institutional facilities. This district is intended to be used as a traditional use or buffer between residential uses and more intense uses.

5.02 PRINCIPLE USES PERMITTED
Principal permitted uses or similar uses consistent with the purposes of the Section shall be as follows:
A. Active/Passive Recreation;
B. Assisted Living Facility;
C. Day Care Centers;
D. Educational Institutional;
E. Nursing Homes;
F. Offices, Non for Profit;
G. Publicly Owned Buildings and Utilities;
H. Religious Places of Worship.

5.03 ACCESSORY USE PERMITTED
Accessory uses shall be permitted as follows:
A. Signs, as regulated by Section 13 of this PUD Ordinance;
B. Other accessory uses and structures in conjunction with a primary use or structure provided the accessory use does not change the character of the district.

Accessory uses and buildings shall be incidental and subordinate in height, area, bulk, extent and purpose to the principle use. Accessory buildings shall not be erected prior to the principal building.

5.04 SPECIAL EXCEPTION USES PERMITTED
Special exception uses shall be permitted as follows:
A. Group Home;
5.05 DEVELOPMENT STANDARDS

A. Property Development Standards

The minimum dimensions of lots and yards and the heights of buildings shall be as shown in the following:

1. **Minimum Development Area:** 5 acres
2. **Minimum Road Frontage:** 100 feet
3. **Maximum Lot Coverage:**
   - 40 percent principle building
   - 60 percent total impervious surface coverage.
4. **Maximum Height:**
   - 60 feet principle structure
   - 40 feet accessory structure
5. **Minimum Front Yard Setback:** 30 feet from the R.O.W. setback
   a. **Minimum Side Yard Setback:** 10 feet
6. **Minimum Rear Yard Setback:** 15 feet
7. **Minimum Distance Between Principal Buildings:** 10 feet

B. Minimum Off-Street Parking and Loading Requirements

Minimum off-street parking and loading requirements shall be as regulated by the Hendricks County Town of Avon Zoning Ordinance.

C. Sign Requirements

Sign requirements shall be as regulated in this Ordinance Section 13.

D. Landscaping Requirements

Landscaping requirements shall be as regulated by this Ordinance Section 10.
SECTION 6
ARCHITECTURAL COMMITMENTS - RESIDENTIAL
Single Family Detached
WYNNE FARMS

6.01 PURPOSE
The purpose of the Residential Architectural Commitments is to establish the
character, value, look, and style of the single family dwellings.

6.02 GENERAL REQUIREMENTS
Any building, structure or use of land, when erected or enlarged, shall provide
architectural elements within the following provisions of this Section. The Builders shall submit for the Developers review all proposed building elevations
with all exterior materials specified.

6.03 DESIGN STANDARDS
All single family dwellings shall be in accordance with the following standards
and specifications:
A. Front elevations shall be 100% brick, stone, or cultured stone, excluding
windows and doors, up to eight (8') feet in height or equivalent square
footage coverage. This requirement may also be met by utilizing a
masonite or masonry/wood based siding product in lieu of vinyl on 100%
of all elevations of the home or building.
B. Window grids on all operable non-casement windows on all elevations.
C. Chimney chases must be enclosed.
D. Dusk to dawn lighting required on both sides of garage door.
E. All roof pitches should be 6/12 minimum, exclusive of porches, hump-
outs, or dormers.
F. All vinyl siding shall be a minimum (0.044) ASTM D3679 Class I.
G. No homes shall have the same front elevation or exact color scheme
within a 3-lot "snapshot" on the same side of the street, or of the home
immediately across the street from the center of the 3-lot "snapshot".
H. Minimum two (2) car garage.
I. All front entry doors must include sidelights or a transom.
J. All operable windows on the front of the home shall have shutters.
K. A raised wood deck (80 sq. ft. min.) or concrete patio (80 sq. ft. min.)
must be provided on the rear elevation.
L. Asphalt/Fiberglass shingles.
M. Roof's shall extend with "overhangs" a minimum of twelve (12") inches on
all sides of the home.
N. The garage door on a two-car garage shall be a maximum of forty (40%)
percent of the front facade when the garage door is even with or in front of
the front facade. The garage door on a three-car garage shall be a
maximum of fifty (50%) percent of the front façade when the garage door is even with or in front of the front façade. Garages exceeding forty (40%) percent of the front façade must provide decorative windows in the garage door.

In Addition:
For homes in Parcels A, J, & L shall pick at least two (2) of the items below:
For homes in Parcels E & F shall pick at least three (3) of the items below:

- Dormers
- Reverse gable or hip roof
- Covered front porch (minimum 16 square feet)
- Decorative door surround, trim molding or header.
- Garage bump-out (minimum 2 feet)
- Dimensional “shaped” shingle
- Accent siding, decorative vents, or accents in gable peak or face.
- Shutters on all windows
- Keystone or decorative brick or wood surround on one or more windows or doors.
- Bay or “boxed-out” window.
- Decorative trim molding at gutter height.
- Brick full height of front façade including gables.
- Brick wainscot around sides and rear elevations.
- Additional wall mounted exterior lights, or post mounted decorative yard lights as approved by covenants.
### Rear Elevations Facing Parks, Trails, or Community Open Space

<table>
<thead>
<tr>
<th>If at least a four (4') foot Wainscot of brick on rear elevation and a minimum eighty (80 s.f.) square feet covered or screened porch, pick at least one (1) item as specified below:</th>
<th>If no brick on rear elevation, then a minimum eighty (80 s.f.) square feet covered or screened porch, pick at least two (2) item as specified below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finished space “pop-out”</td>
<td>Finished space “pop-out”</td>
</tr>
<tr>
<td>Bay Window</td>
<td>Bay Window</td>
</tr>
<tr>
<td>Reverse Gable</td>
<td>Reverse Gable</td>
</tr>
<tr>
<td>Dormer</td>
<td>Dormer</td>
</tr>
<tr>
<td>Hip Roof</td>
<td>Hip Roof</td>
</tr>
<tr>
<td>Accent Siding</td>
<td>Accent Siding</td>
</tr>
<tr>
<td>Shutters on all appropriate windows</td>
<td>Shutters on all appropriate windows</td>
</tr>
<tr>
<td>Dimensional “shaped” shingle. (Cannot be used to satisfy a requirement for both front and rear elevations).</td>
<td>Dimensional “shaped” shingle. (Cannot be used to satisfy a requirement for both front and rear elevations).</td>
</tr>
<tr>
<td>Decorative trim moulding at gutter height</td>
<td>Decorative trim moulding at gutter height</td>
</tr>
<tr>
<td>Window grids</td>
<td>Window grids</td>
</tr>
<tr>
<td>Raised wood deck (8' x 10' min.)</td>
<td>Raised wood deck (8' x 10' min.)</td>
</tr>
<tr>
<td>Additional landscaping of either one (1) two (2&quot;) inch caliper shade or ornamental tree, or one four to six (4' to 6') foot evergreen tree.</td>
<td>Additional landscaping of either one (1) two (2&quot;) inch caliper shade or ornamental tree, or one four to six (4' to 6') foot evergreen tree.</td>
</tr>
</tbody>
</table>
SECTION 7
ARCHITECTURAL COMMITMENTS – RESIDENTIAL
Single Family Attached
WYNNE FARMS

7.01 PURPOSE
The purpose of the Residential Architectural Commitments is to establish the
color, value, look, and style of the single family attached dwellings.

7.02 GENERAL REQUIREMENTS
Any building, structure or use of land, when erected or enlarged, shall provide
architectural elements within the following provisions of this Section. The
Builders shall submit for the Developers review all proposed building elevations
with all exterior materials specified.

7.03 DESIGN STANDARDS
All single family attached dwellings shall be in accordance with the following
standards and specifications:
A. Front elevations shall be 100% brick, stone, or cultured stone, excluding
windows and doors, up to eight (8') feet in height or equivalent square
footage coverage. This requirement may also be met by utilizing a
masonry or masonry/wood based siding product in lieu of vinyl on 100%
of all elevations of the home or building. Concrete block is not a
permitted exterior finish material.
B. Asphalt/Fiberglass shingles or Standing Seam metal roof.
C. Roof top canopy and telecommunication equipment shall be fully screened
on all sides using parapets, penthouse screens or other similar methods
which are integrated into the overall building design.
D. Window grids on all operable non-casement windows on all elevations.
E. Chimney chases must be enclosed.
F. All roof pitches should be 6/12 minimum, exclusive of porches, bump-
outs, or dormers.
G. All vinyl siding shall be a minimum (0.044) ASTM D3679 Class I.
H. All front entry doors must include sidelights or a transom.
I. Windows on the front of the home shall have shutters, where applicable.
J. A keystone or decorative brick surround shall be provided on one or more
windows or doors on the front elevation.
K. Any side elevation windows shall be treated by shutters, decorative header
or surround.
L. All utility panels shall be screened or located in an area not visible from
the roadside.
M. Roofs shall extend with "overhangs" a minimum of twelve (12") inches on
all sides of the home.
SECTION 8
ARCHITECTURAL COMMITMENTS – COMMERCIAL/RETAIL
WINNIE FARMS

8.01 PURPOSE
The purpose of the Commercial/Retail Architectural Commitments is to establish the character, value, look, and style of the Commercial/Retail buildings.

8.02 GENERAL REQUIREMENTS
Any building, structure or use of land, when erected or enlarged, shall provide architectural elements within the following provisions of this Section. The Builders/Developers shall submit for the Developers review all proposed building elevations with all exterior materials specified.

8.03 DESIGN STANDARDS
All Commercial/Retail buildings shall be in accordance with the following standards and specifications:
A. The exterior of all buildings will have an upscale character.
B. The buildings will be a combination of masonry, glass, and dryvit. Concrete block is not a permitted exterior finish material. Highly reflective materials shall be prohibited.
C. Front and side facades for all corner lots should be of the same materials and similarly detailed.
D. All entrances shall be defined by architectural elements such as lintels, pediments, plasters, columns, awnings and other design elements appropriate to the architectural style and details of the building as a whole or shall (project or recessed) by not less than four (4) feet. All entrances shall be covered.
E. The roofs will be gabled or hip, full or parapet and shall be clad in wood shingles, slate, asphalt/fiberglass shingles or standing seam metal.
F. Dormers shall be designed with the correct details, proportion and style consistent with the overall building composition and roofed with symmetrical gable, hip or barrel roofs. Belvederes, cupolas, and pergolas are permitted if appropriate to the style, well proportioned, and fully detailed.
G. All vents, attic ventilators, turbines, fluxes and other roof penetrations must be painted to match the color of the roof or flat black.
H. Roof-top canopy and telecommunication equipment shall be fully screened on all sides using parapets, penthouse screens or other similar methods and which are integrated into the overall building design.
I. Gutters and downspouts shall be appropriate to or visually integrated with the architectural style of the structure.
J. All trash collection facilities will be masonry enclosed with decorative gates in discrete but accessible areas.
K. All proposed storage and loading areas will be screened or hidden. No storage or loading area will be parallel to either Dan Jones Road or the proposed Northfield Drive.

L. All exterior mechanical equipment must be screened or hidden. No mechanical equipment will be permitted parallel to either Dan Jones Road or the proposed Northfield Drive (unless contained in an underground vault flush with the ground. Said vault shall be screened with landscaping).

M. Exterior walks, steps, and ramps must be masonry, stone or brick pavers, poured or pre-cast concrete.

N. Parking lots shall be concrete, asphalt paving or brick pavers or any combination thereof.

O. All proposed plans for the Commercial/Retail/Office Development zone will comply with all current town, county, and state regulations and approvals, which are designed to safeguard the quality of storm water runoff.

P. Height and width ratio requirements will be included as follows:

Width: 1. Facades less than twelve (12') feet long, measured horizontally, shall not require any fenestration.

2. Facades greater than twelve (12') feet long, measured horizontally, shall require thirty (30%) percent fenestration.

3. Facades greater than seventy-five (75') feet long in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3%) of the length of the façade and extending at least twenty (20%) of the length of the façade. No uninterrupted length of any façade shall exceed seventy-five (75') horizontal feet.

4. Facades shall include a repeating pattern that includes no less than three (3) of the following elements: color change, texture change, material change, fenestration change (windows, doors, openings, etc.), or profile change (turns & projections, etc.).

Height: 1. The height of a building measured in stories shall not exceed three (3) stories. This measurement shall be from the exterior grade of the building to the mean ridgeline on hip or gabled rooflines.

2. The maximum height if a story shall be thirteen (13') feet clear.

3. The height limit shall not apply to masts, belfries, clock towers, cupolas, chimneys, machine rooms, or similar structures.
SECTION 9
LANDSCAPE COMMITMENTS - RESIDENTIAL
WYNNE FARMS

9.01 PURPOSE
The purpose of the residential landscape commitments is to establish the
color, value, look, and buffer of the single family attached and detached from
other land uses within the development.

9.02 GENERAL REQUIREMENTS
Any building, structure, or use of land, when erected or enlarged, shall provide
landscape design elements within the following provisions of this Section. The
Builders shall submit for the Developers review all proposed site and
development plans with all plant materials specified.

9.03 DESIGN STANDARDS
A. The overall Wynne Farm development landscape planting plan is shown
on the submitted Landscape Development Plans prepared by Benchmark
Consulting.

B. All single family detached shall be in accordance with the following
standards and specifications:
1. Where residential lots back up to Dan Jones Road, Northfield Drive, 200
North, and 300 North, a minimum forty (40') foot landscape buffer shall
be provided. This buffer will include four (4') to six (6') foot undulating
mounds with 2-1/2" caliper shade trees, 1-1/2" caliper ornamental trees
and 6'-8' tall conifer trees.

2. Where lots back up to Open Space and Amenity areas of five (5) acres and
larger, shade trees 2-1/2" caliper will be planted so that a minimum of six
(6) trees occur very one (100') hundred linear feet.

3. Where residential lots make up the perimeter of the development's
boundaries, but do not abut an aforementioned roadway a landscape buffer
zone ten (10') feet wide shall be made a part of the residential lot and be
restricted by a landscape easement on the plat and through the Covenants
and Restrictions.

4. All residential lots that make up the perimeter of the developments
boundary shall install either a 2-1/2" caliper shade tree or a six (6') foot
tall conifer tree in the rear yard. Said tree will be installed by the builder,
with the homeowner assuming responsibility for maintenance after the
initial warranty period.

5. Existing trees four (4") inch caliper or greater on any lot shall have snow
fence or like material installed at the drip line of the existing trees or tree
line by the developer for tree protection during initial site construction.
The maintenance of the tree protection will be the sole responsibility of
the builder on said lot during home construction.
6. All front yards and side yards to the rear corner of the house shall be finished graded for proper drainage and sodded.

7. All rear yards shall be finished graded for proper drainage, seeded and hydro mulched as a minimum.

8. A minimum of one (1) 2-1/2" caliper shade tree, or one (1) 1-1/2" caliper ornamental tree, or one (1) 6'-7' evergreen tree shall be planted in the front yard.

9. Foundation landscape in front yard shall include a minimum of ten (10) deciduous and or evergreen shrubs at twenty four (24") inches high. All foundation landscape shall be in a natural mulch bed.

10. All mailboxes will be of common post design, box size, and color as approved by the Developer.

C. All single family attached shall be in accordance with the following standards and specifications:

1. Landscaping shall be installed when the parcel is being developed with for sale units.

2. All front yards and side yards to the rear corner of the house shall be finished graded for proper drainage and sodded.

3. All rear yards shall be finished graded for proper drainage, seeded and hydro mulched as a minimum.

4. A minimum of one (1) 2-1/2" caliper shade tree, or one (1) 1-1/2" caliper ornamental tree, or one (1) 6'-7' evergreen tree shall be planted in the front yard.

5. Foundation landscape in front yard shall include a minimum of ten (10) deciduous and or evergreen shrubs at twenty four (24") inches high. All foundation landscape shall be in a natural mulch bed.

6. All mailboxes will be of common post design, box size, color, and location as approved by the Developer.

D. Where rear yards meet between internal neighborhoods (parcels), a minimum of one (1) 2-1/2" caliper shade tree or one (1) 6' tall conifer tree shall be planted by the builder within ten (10') feet of the rear property line. The ten (10') foot area will be designated by a landscape easement on the lot and through the Covenants and Restrictions. The homeowner will be responsible for maintaining said tree after the initial warranty period.

E. A minimum four (4') foot tall earthen mound shall be constructed with a six (6') foot tall wooden shadow box fence along the top of the mound from the Northwestern corner of Parcel 'A' (Rosedale subdivision) and continue East to the Southwest corner of the Fox Chase Subdivision. Non-deciduous trees no less than six (6') feet in height shall be planted every fifteen (15') feet along the north side of the shadow box fence.
SECTION 10
LANDSCAPE COMMITMENTS – COMMERCIAL/RETAIL
WYNNE FARMS

10.01 PURPOSE
The purpose of the commercial/retail landscape commitments is to establish the character, value, look, and buffer of the commercial/retail from other land uses within the development.

10.02 GENERAL REQUIREMENTS
Any building, structure or use of land, when erected or enlarged, shall provide landscape design elements within the following provisions of this Section. The Builders/Developers shall submit for the Developers review all proposed site and development plans with all plant materials specified.

10.03 DESIGN STANDARDS
A. The overall Wynne Farm development landscape planting plan is shown on the submitted Landscape Development Plans prepared by Benchmark Consulting.

B. All commercial/retail shall be in accordance with the following standards and specifications except for parking:
1. The landscaping shall have any combination of materials selected from Subsection C which equals or exceeds a Unit Value of 5.0 for each one-hundred (100') lineal feet, along the external limits of the real estate contained within this PUD Ordinance, and Unit Value of 3.0 for each one-hundred (100') lineal feet of property contained within the limits of this PUD Ordinance. Parcels C, G, & B, provided that at least 10% of the Unit Value shall be derived from Deciduous Shade trees (Ovstory) or Deciduous Ornamental Trees (Understory), and at least 75% of the Unit Value shall be derived from Evergreen Trees, Evergreen Shrub – Narrow Spread or Earthen Mounds. Landscaping shall be installed when the parcel is being developed by the end Commercial/Retail/Office user.
2. The parking lots shall include landscape islands every thirty (30) parking spaces, a minimum of ten (10') feet in width and the length of a parking space. If parking spaces are nose to nose, the island shall be the length of two spaces.
3. All parking lanes shall begin and end with a landscape island the length of two (2) spaces end to end and a minimum of ten (10') feet in width.
4. Parking islands shall include a minimum of two (2) 2-1/2" caliper shade tree with turf or a complimentary mulch material to the buildings color scheme.
Wynne Farms PUD Ordinance

C. Unit Values
1. Deciduous Shade Tree (Overstory) (2 1/2” caliper) .75
2. Evergreen Tree (9’ tall) .75
3. Deciduous Ornamental Tree (Understory) (1 1/2” caliper) .50
4. Evergreen Tree (6’ tall) .50
5. Evergreen Shrub – Narrow Spread (4’ tall) .25
6. Hedge Plant (24” – 30” tall) .05
7. Earthen Mound (3’ tall) .50
8. Earthen Mound (6’ tall) 1.00
9. Earthen Mound (9’ tall) 1.50

(All Landscape Materials are Minimum Size at Time of Planting)
SECTION 11
ROADWAY & SIDEWALK STANDARDS
WYNNE FARMS

11.01 PURPOSE
The purpose of roadway and sidewalk standards is to create standards and specifications unique to the Wynne Farms development. Said standards will help to create "traffic calming" construction of the roads, reduced sprawl due to excess right-of-way, and effective construction for Indiana soils and seasons.

11.02 DESIGN STANDARDS
A. All local streets internal to the Wynne Farms development can be built with the following standards and specifications. Unless the street design utilizes standards outlined below the street shall meet the requirements of the Hendricks County Town of Avon Subdivision Control Ordinance:
1. Stamped or colored asphalt or concrete shall be allowed at intersections, entries, and pedestrian crosswalks. All maintenance of streets involving colored asphalt or concrete that are dedicated public streets shall remain with the public entity.
2. Frontage roads or roadways internal to the development that have residential lots exclusive to one side only shall be reduced in width to twenty-two (22') feet back to back of curb with an overall road right-of-way of forty-two (42') feet.
3. Cul-de-sacs shall have a minimum bulb radius of forty (40') feet and minimum right-of-way radius of fifty (50') feet measured from the center. This requirement is also in effect for offset cul-de-sacs.
4. Compound curves shall be allowed.
5. Subsurface drains (SSD) shall be installed under the concrete curbs. All residential lots shall receive a lateral from the SSD to allow for sump pump and downspout connection.
6. Developer has the option to delay the surface coat of asphalt streets in each phase until eighty (80%) percent build-out or three (3) years after final plat recorded date, whichever occurs sooner, with the posting of a Performance Bond.
7. Reverse curve with less than one (100') feet tangent between curves.
8. Intersections may occur on the outside of curves as long as the intersection is tangent to the curve.
9. Developer has the option of posting Performance Bonds to cover some aspects of construction including but not limited to streets, utilities, sidewalks and/or street lights, boundary improvements, certain erosion control measures, amenity areas, parks, and trails in order to facilitate the early recording of a plat for purposes of model home construction and building permit issuance. Performance Bonds shall be in the amount equivalent to one hundred ten (110%) percent of the estimated completion costs or executed contracts. All estimates shall be prepared by the design engineer and reviewed by the County Engineer.
10. All dedicated roads with the exception of the Northfield Drive (By-pass) shall be built utilizing the design cross section nine (9") inches stone base, three (3") inches Asphalt Binder, one (1") inch Asphalt Surface Coat.
11. Northfield Drive (By-pass) shall be built utilizing a width of thirty two (32') back to back of curb with a design cross section of six (6") inch stone base, five (5") inch Asphalt Binder, one (1") inch Asphalt Surface all over Lime Stabilization subgrade.
Wynne Farms PUD Ordinance

12. Four (4') foot wide concrete sidewalks will be installed along interior and exterior roads. In some locations the concrete sidewalk may be replaced with ten (10') foot wide asphalt trails.
SECTION 12
OPEN SPACE and AMENITY COMMITMENTS
WYNNE FARMS

12.01 PURPOSE
The purpose of the open space and amenities within the development are to enhance the overall preservation of native grounds, create active and passive areas of recreational enjoyment, and serve as buffers between various types of land use.

12.02 DESIGN STANDARDS
A. All playground equipment shall meet International Play Equipment Manufacturers Association (IPEMA) certification and the U.S. Consumer Product Safety Performance Specifications. In addition, the play structures will also meet ADA (American Disabilities Act) guidelines.
B. Playground surfacing shall meet the cushioning standard of the Consumer Product Safety Commission.
C. All parks, trails, and open space shall be maintained and insured by the HOA (Homeowners Association).
D. Ball fields established for football, baseball, softball, soccer, etc. shall be made available to local youth athletic organizations for practice and play as set forth in the Covenants and Restrictions for Wynne Farms.
E. All trails shall either be asphalt or concrete and shall be a minimum of eight (8') feet wide.
F. All swimming pool facilities shall be fence enclosed with controlled access points. The HOA (Homeowners Association) shall control the hours of operation and outside development usage.
G. All swimming pool facilities shall provide a bathhouse with a minimum changing room/restroom for both male and female.

12.03 PARKLET DESIGN STANDARDS
A. Parklets are a satellite amenity feature for the Wynne Farms development. It is intended to provide more remote residents with neighborhood specific recreation opportunities. Parklets shall contain a minimum of two (2) features from the following approved options:
1. A small neighborhood scale pavilion.
2. A tot-lot consisting of a multi-use play structure within a play surface paved area.
3. Bench seating
4. Bicycle rack
5. Trash receptacle
6. Shuffleboard court
7. Quarter, Half, or Full scale basketball court (court size determined by overall parklet design area and layout)
8. Paved connection to the community trail system.
9. Landscaping within the parklet boundaries consisting of no fewer than twelve (12) shade trees at 1-1/2" caliper and nine (9) conifers at 5' to 6' minimum height.
SECTION 13
SIGNAGE
WYNNE FARMS

13.01 PURPOSE
The purpose of the signage regulations are: to encourage the effective use of signs as a means of communication in the development; to maintain and enhance the aesthetic environment and the developments ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable fair and consistent enforcement of these signage restrictions.

13.02 APPLICABILITY EFFECT
A sign may be erected, placed, established, painted, created, or maintained in the development only in conformance with the standards, procedures, exemptions, and other requirements of this Section.

13.03 PERMITS REQUIRED
A. If a sign requiring a permit under the provision of this Ordinance is to be placed, constructed, erected, or modified on a property, the owner of the lot shall secure a sign permit prior to the construction, placement, erection, or modification of such sign in accordance with the requirements of the Hendricks-County Town of Avon Zoning Ordinance.
B. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this Ordinance.

13.04 EXEMPT SIGNS
A. All signs designated as exempt in the Hendricks-County Town of Avon Zoning Ordinance. These signs are exempt from the obligation to obtain an Improvement Location Permit (ILP) provided the sign complies with the provisions contained in each subsection and that a temporary sign permit has been obtained from the Hendricks-County Town of Avon Planning and Building Department.

13.05 PROHIBITED SIGNS
The following signs shall be prohibited in all zoning districts.
13.06 ON-PREMISE SIGNS: COMMERCIAL/RETAIL

The following signage is permitted in the Commercial/Retail portions of the Development.

A. General: All signs permitted under the Hendricks County Town of Avon Zoning Ordinance.

B. Permitted Commercial/Retail signs: permitted business shall include the following; provided, however, no single business establishment or tenant shall be permitted to have more than three (3) of the signs identified in paragraphs numbered 1,3,4,5,6,10, and 11 of this section, in any combination.

1) Wall-mounted or Painted Signs:

   a. For external streets (C.R. 200 North, C.R. 300 North, C.R. 800 East, and Northfield Boulevard), the area of the signboard shall not exceed a maximum size of one (1) square foot for each two (2) lineal feet of building frontage, not to exceed a maximum of one hundred (100) square feet.

   b. For internal streets (All other streets and parking areas not listed as external streets), the area of the signboard shall be calculated using the same 1:2 ratio, provided that any business with less than fifty (50) feet of frontage shall be permitted up to twenty-five (25) square feet of signboard.

   c. Limited to two (2) signs per business establishment and no more than one (1) sign per façade.

   d. Such wall signs may only be lighted during the operating hours of the business.

   e. Wall-mounted signs along the external streets and adjacent residential areas shall not be internally lit, except where those external streets abut other Commercial uses.

   f. Applied letters may substitute for wall-mounted signs, if constructed of wood, metal, or stone. Applied plastic letters shall not be permitted; however, translucent inserts may be used as an accent material.

2) Building Directory Signs:

   a. The sign shall be mounted on the wall next to the entrance.

   b. The sign shall project outward from the wall to which it is attached not more than six (6) inches.

   c. The sign shall not extend above nine (9') feet.

   d. The area of the signboard shall not exceed twelve (12) square feet.

3) Projecting Signs:

   a. The signboard shall not exceed an area of eight (8) square feet unless a corner sign, which shall not exceed an area of nine (9) square feet.

   b. The distance from the ground to the lower edge of the signboard shall be eight (8) feet or greater.

   c. The height of the top edge of the signboard shall not exceed (i) the height of the wall from which the sign projects, if attached to a single story building, (ii) the height of the sill or bottom of any second story
window, if attached to a multi-story building and not a corner sign, or
(iii) 50% of the distance between the building cornice or roof line and
the sill or bottom of any second-story window if a corner sign located on
a multi-story building.
d. The distance from the building wall to the signboard shall not exceed six
(6) inches.
e. The width of the signboard shall not exceed four (4) feet.
f. Limited to one sign for each ground floor business establishment.
4) Window or Door Signs:
a. The sign shall not exceed 30% of the window or door area.
5) Awning Signs:
a. Shall not exceed twelve (12) square feet in area,
6) Free-standing Signs: provided that the following standards are met:
a. Free-standing signs shall be set back a minimum of five (5) feet from the
property line.
b. The area of the signboard shall not exceed thirty (30) square feet.
c. The height of the top of the signboard, or of any posts, brackets, or other
supporting elements shall not exceed six (6) feet from the ground.
d. The signboard shall be architecturally compatible with the style,
composition, materials, colors, and details of the building.
e. The signboard may be illuminated, but not after 11:00 PM, unless the
business establishment is open later than 11:00 PM, at which time it
shall not be illuminated after closing.
f. Limited to two (2) signs per building, and no more than one (1) sign per
façade.
7) Incidental Signs: shall be allowed for each such entrance, shall be unlit,
and shall not exceed four (4) square feet.
8) Directional Signs: may be either free-standing or wall-mounted on the
rear façade or barrier (wall or fence), but shall be unlit and limited to
four (4) square feet in area.
9) Eatery Signs: restaurants and cafes shall be allowed one (1) of the
following additional signs:
a. A wall-mounted display featuring the actual menu as used at the dining
table, to be contained within a shallow wood or metal case, and clearly
visible through a glass front. The display case shall be attached to the
building wall, next to the main entrance, at a height of approximately
five (5) feet, shall not exceed a total area of two (2) square feet, and may
be lighted.
b. A sandwich board sign, as follows:
   i) The area of the signboard, single-sided, shall not exceed five (5)
      square feet.
   ii) The signboard shall be constructed of wood, chalkboard, and/or
       finished metal.
   iii) Letters can be painted or handwritten.
iv) The sign shall be located within four (4) feet of the main entrance to
the business and its location shall not interfere with pedestrian or
vehicular circulation.
v) The information displayed shall be limited to daily specials and hours
of operation.
vi) The sign shall be removed at the end of the business day.

10) Historically-Appropriate Illuminated Signs: (to the type of business
conducting) the sign area shall not exceed six (6) square feet.

11) Pylon Signs:
   a. Pylon Signs shall be approved with the development plan process for
each individual Parcel B, C, & G

C. Permitted Other Signs:
   1) Project Identification Signs:
      a. The design of the sign shall be consistent with the development's
architectural vocabulary.
      b. The maximum area per sign shall not exceed seventy-five (75) square
feet.
      c. The area surrounding the sign shall be appropriately landscaped.
      d. The sign may be externally illuminated.
      e. The sign shall not exceed fifteen (15) feet in height.
      f. Matching signs which border either side of one entrance shall be treated
as one sign, but both sign faces shall be used to calculate the total sign
area.

2) Street Signs: At the Developer's discretion, custom signage for standard
   street signage specified in Hendricks County Subdivision Control
   Ordinance may be permitted; provided, however that such custom
   signage shall be installed at the Developer's expense and maintained by
   the owner of or authorized management organization for the parcel(s) in
   which they are placed.

3) Construction Signs: for each street frontage of a lot upon which
   construction of any structure is in progress, provided the following
   standards are met:
      a. The maximum sign area shall be thirty-two (32) square feet.
      b. The maximum height of each sign shall be eight (8) feet.
      c. The sign shall not be illuminated.
      d. The sign shall be removed within seven (7) days after the beginning of
         the intended use of the building.
      e. Sign copy shall be limited to identification of the building, architects,
         engineers, contractors, and other persons involved with the construction,
         but shall not include any advertising or product other than a rendering of
         the building being constructed.

4) Promotional Signs:
   a. Signs depicting the site plan of a district, parcel, or sub-parcel assuming
      completion of development in accordance with the development plan
      and indicating the location within the Real Estate of the person viewing
      the sign, provided the following standards are met:
Wynne Farms PUD Ordinance

47

i) The maximum size for each subject area sign shall be thirty-two (32) square feet.

ii) The maximum height shall be eight (8) feet.

iii) The sign may be externally illuminated until 11:00 PM each night.

iv) Promotional Signs shall be removed from a subject area when 95% of the lots or commercial space in that subject area has been sold.

b. Signs containing a rendering of one or more buildings expected to be constructed on a lot or portion of the Real Estate, provided the following standards are met:

i) The maximum size for each subject area sign shall be forty (40) square feet.

ii) The maximum height shall be eight (8) feet.

iii) The sign may be externally illuminated until 11:00 PM each night.

iv) One sign will be permitted for each street frontage of the lot or portion of Real Estate upon which construction of the depicted building is contemplated.

v) The sign shall be removed not later than thirty-six (36) months following installation thereof unless construction of the building has commenced prior to that date and, if construction commences, the sign shall be removed within seven (7) days after the beginning of the intended use of the building.

c. Rotating-Changeable-Multi-Panel Signs (e.g. Tri Vision): promoting various on-specified, but development-related subject matter may be erected by the Developer, provided the following standards are met:

i) The maximum size for each subject area sign shall be thirty-two (32) square feet.

ii) The maximum height shall be eight (8) feet.

iii) Site plan signage may be externally illuminated until 11:00 PM each night.

iv) One sign will be permitted per subject area.

v) The signage shall be removed from a subject area when 95% of the lots or commercial space in that subject area has been sold or no later than thirty (30) days after the beginning of the intended use of the facility (as in the case of an open space).

5) Real Estate Sales and Leasing Signs: provided the following standards are met:

a. The maximum sign area shall be twenty (20) square feet.

b. The maximum height of the sign shall be eight (8) feet.

c. Limited to one sign for each street frontage of the lot, with no more than two (2) sign faces per sign.

d. The sign shall not be illuminated.

e. Signs shall be removed within seven (7) days after the date the unit is leased, sold, or occupied.

f. When 80% of the Commercial Center is sold or occupied, real estate signs are limited to a ground sign, a wall sign, or a window sign of six (6) square feet or less.
13.07 ON-PREMISE SIGNS: SINGLE FAMILY
The following signage is permitted in the Single Family portions of the Development.
A. General: All signs permitted under the Hendricks County Town of Avon Zoning Ordinance.

13.08 OFF-PREMISE ADVERTISING SIGNS
The off-premise signage is as permitted under the Hendricks County Town of Avon Zoning Ordinance.

13.09 MEASUREMENT OF SIGNS
The measurement of signage shall be as directed within this ordinance.

13.10 GENERAL REGULATIONS
A. Design Standards: signs affixed to the exterior of a building shall be architecturally compatible with the style, composition, materials, colors, and details of the building, as well as with other signs used on the building.
B. Premises identification:
   1) The assigned premises identification of a building shall be displayed in such a manner so that the numeral can readily be seen from the street. Identification shall be displayed on the building, on or near the main entrance door, or displayed on a mailbox near the street in such a manner as they identify its corresponding building. If the mailboxes for several different buildings are grouped together, or if the location of individual mailboxes are not clearly associated with their respective buildings, then identification shall also be displayed on the building.
   2) Any dwelling or commercial building that abuts an alley or secondary access that could be used by motor vehicles must not only display the premises identification on the front, but shall also display its premises identification visible from the alternate access to the property.
   3) When numeral representing premises identification are removed or become illegible, such numeral shall be renewed or replaced by the owner or occupant of the building.
C. Sign Maintenance: all signs and sign structures shall be kept and maintained in good repair and in a safe condition.
D. Sign Proximity: no sign shall be permitted to be placed on any wall, fence, or standard unless fronting a thoroughfare, alley, or rear lane, or unless located in a side yard that fronts a thoroughfare, alley, or rear lane.

13.11 GENERAL PERMIT PROCEDURES
General permit procedures shall comply with the current Hendricks County Town of Avon Zoning Ordinance.
SECTION 14
LIGHTING
WYNNE FARMS

14.01 PURPOSE
The purpose of the Lighting section is to establish the look, style, and maximums allowed in all portions of the development.

14.02 DESIGN STANDARDS
All parts of the development shall be in accordance with the following standards and specifications:

A. Light sources shall be located and installed in such a way that minimizes light spilling over onto contiguous properties.

B. On-site lighting of buildings, lawns, and parking areas shall be designed so as not to shine or cause glare in excess of one-half (0.5) footcandle(s) onto adjacent buildings, properties, public streets, or vehicles thereon.

C. Lighting shall be installed so as to reflect away from adjoining properties. Covers shall be installed on lighting fixtures. Lamps shall not extend below the bottom of such covers. All pole lights will be of the directional/cut off down light shoe box style fixture.

D. Light poles within one hundred (100) feet of residential uses shall not exceed twenty (20) feet in height.

E. Special attention shall be given to the intensity, function, and appearance of lighting to be installed. Lighting installed shall be consistent with other lighting in the surrounding area.

F. Reflected glare on nearby buildings, streets, or pedestrian areas shall be mitigated by utilizing overhangs and awnings; using non-reflective building materials for exterior walls and roof surfaces; controlling angles of reflection; and placing landscaping and screening in appropriate locations.
SECTION 15
SUPPLEMENTARY REGULATIONS
WYNNE FARMS

15.01 HOME OCCUPATIONS

A. Purpose
The purpose of the home occupation is to allow for home occupations that are compatible with the neighborhood in which they are located. The purpose of this section is to set the regulation standards for home occupation in this Ordinance.

B. Classifications
All parts of the development shall be in accordance with the following standards and specifications:
Home Occupation (Type I) and (Type II): An Occupation conducted entirely within a dwelling unit which is clearly subordinate to the principle residential use of the property.

C. General Classifications
The following list identifies various types of business classifications that may be considered as a Home Occupation. Other similar uses may also be considered as appropriate.
A. Professional Services: Medical practitioners, lawyers, architects, engineers and similar professions.
B. Instructional Services: Musical, dance or educational instruction. These services shall be limited to four (4) students at any one time.
C. Home Product Distributors: Business in which the products are produced off-premise, such as health and beauty aids, home interiors, apparel and arts and crafts.
D. Food Services: Catering, canning, and baking, where the food is consumed off-premise, sect to all applicable State and Local requirements.

D. Home Occupations (Type I):
A home occupation to conduct a business within a dwelling unit is permitted in any zoning district provided the following criteria are met.
1. Location
A. The home occupation shall be conducted in the principal dwelling of the principal practitioner.
B. The home occupation shall not be conducted in any accessory building.
2. Maximum Floor Coverage
A. The use, including storage of products or materials, shall not exceed twenty-five (25%) percent of the floor area of the dwelling unit.
B. A minimum of seventy-five (75%) percent of the floor area shall remain in residential use.

3. Appearance: There shall be no change in the outside appearance of the building or premises.

4. Signage: No signs are permitted on the property of the home occupation.

5. Commercial vehicles: One (1) passenger vehicle that carries less than sixteen (16) passengers or a truck that does not exceed 26,000 pounds Gross Vehicle Weight is permitted on the property of the home occupation.

6. Storage: No exterior storage or display of products or merchandise is permitted.

7. Disturbances
   A. No equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the premises.
   B. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or causes fluctuations in line voltage off the premises.

8. Traffic: Deliveries of products or materials used in a home occupation shall be limited to no more than one (1) delivery a day.

9. Employees: There shall be no employees other than residents of the property.
SECTION 16
DEFINITIONS

WYNNE FARMS

16.01 INTERPRETATION OF TERMS OR WORDS
For purposes of this Ordinance, certain terms or words are defined, and the words or terms used shall be interpreted as follows:

The word “person” includes a firm, association, organization, partnership, trust, company, corporation or other legal entity, as well as an individual;

The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular;

The word “shall” is a mandatory requirement, the word “may” is a permissive requirement, and the word “should” is a preferred requirement;

The words “used” or “occupied” include the words “intended, designed, constructed, converted, altered or arranged to be used or occupied”; and

The word “lot” includes the words “plot, tract or parcel.”

16.02 DEFINITIONS
This section explains the meaning of the terms or words used in the text of this Ordinance.

1. ABUT: To physically touch or border upon; or to share a common property line.
2. ACCESS: A way or means of approach to provide physical entrance to a property.
3. ACRE: A measure of land area containing forty-three thousand five hundred and sixty (43,560) square feet.
4. AGRICULTURAL ROADSIDE STAND: A removable structure used or intended to be used solely by the owner or the tenant of a property on which it is located for the sale of seasonable agricultural products produced on the premises and to be removed and stored back of the building line on the property at the conclusion of the seasonal sales.
5. AISLE: The traveled way by which cars enter and depart parking spaces.
6. AMENITY: A natural or man-made feature that enhances or makes more attractive or satisfying a particular property.
7. APARTMENT: A multiple family structure consisting of two (2) or more dwelling units which may be either attached side by side, or one above the other, and each unit having a separate or combined entrance or entrances from the outside of the building.
8. ASSISTED LIVING FACILITY: A multiple family structure, controlled either by a public body, institutional body, or nonprofit corporation, a majority of whose occupants shall be 65 years of age or over, or a multiple family structure where each unit is occupied by at least one person who is 55 years of age or over and is retired, and where the rental arrangement included primarily non-medical services dealing with the activities and instrumental activities of daily living.
9. AUTOMOBILE FILLING STATION: Buildings and premises where gasoline, oil, grease, batteries, tires, and motor vehicle accessories may be supplied and dispensed at retail, and where, in addition, minor repair, tune-ups and adjustments may be performed. Furthermore, car washes and the sale of convenience goods such as prepackaged foods and drinks may be permitted as an accessory use.

10. AUTOMOBILE SERVICE AND REPAIR: A building, lot or both, in or upon which the commercial business of general motor vehicle repair and service is conducted which includes rebuilding and reconditioning of motor vehicles, painting, body and fender repair, steam cleaning, but excludes junk or wrecking businesses.

11. AWNING: Any structure made of cloth or metal with a frame attached to a building and projecting over a sidewalk, when the same is so erected as to permit its being raised to a position flat against the building when not in use.

12. BASEMENT: A story all or partly underground but having at least one-half (1/2) of its height below the average level of the adjoining ground. A basement shall not be counted as a story for the purposes of height regulations.

13. BUFFERYARD: Land area used to visibly separate one use from another or to shield or block noise, lights, or other nuisances.

14. BUILDING HEIGHT: The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eyes and ridge for gable, hip and gambrel roofs.

15. BUSINESS, RETAIL: Any business selling goods, wares or merchandise directly to the ultimate consumer for direct consumption and not for resale. A retail business use includes, but need not be limited, to such activities as: supermarkets or stores that sell hardware, apparel, footwear, appliances, furniture, department stores, and discount stores.

16. BUSINESS, SERVICE: Any activity which renders services primarily to other commercial or industrial enterprises, or which services and repairs appliances and machines used in homes and businesses.

17. BUSINESS, WHOLESALE: A business establishment that generally sells commodities in large quantities or by the piece to the retailers, jobbers, other wholesale establishments, or manufacturing establishments. The commodities are basically for future resale, for use in the fabrication of a product or for use by a business service.

18. CANOPY: Any structure, other than an awning, made of cloth or metal with frames attached to a building, projecting over a sidewalk.

19. CARPORT: A covered automobile parking space not completely enclosed by walls or doors.

20. CLINIC: A place used for the care, diagnosis and treatment of sick, ailing, infirm or injured persons and for those who are in need of medical, mental and surgical attention on a strictly outpatient basis.

21. CLUB: A nonprofit association of persons who are bona fide members paying regular dues, and are organized for some common purpose. Clubs shall exclude religious places of worship or groups organized solely or primarily to render a service customarily carried on as a commercial enterprise.

22. COMMERCIAL ENTERTAINMENT FACILITY: A facility for any profit making activity which is generally related to the entertainment field, such as motion picture theaters, carnival, race tracks, miniature golf, video game rooms and similar entertainment activities.
23. CONDOMINIUM: The division of building and the related land into horizontal property interests meeting the requirements of, and controlled by Indiana statutes for condominiums as prescribed by Indiana Code 32-1-6-1 through 32-1-6-31.

24. CONTRACTOR SERVICES: Any building, structure or lot utilized by a business that specializes in assisting building construction and remodeling. Contractor services include, but are not limited to: heating, air conditioning, painting, plumbing, and roofing.

25. CONVALESCENT CARE/NURSING HOME: Convalescent care/nursing home is as defined in the Indiana Code 16-10-4-2.

26. CONVENIENCE STORE: Building and premises where the primary use is the sale of gasoline, car washes, fast food restaurants, bakery, individual telecommunication equipment, prepackaged foods and drinks sales and service.

27. CUL-DE-SAC: A local street of relatively short length with one (1) end open to traffic and the other end terminating in a vehicular turnaround.

28. DAY CARE CENTER: Day Care Center is as defined in the Indiana Code 12-3-2-12.8 and 12-3-2-3.

29. DAY CARE HOME: Day Care Home is defined in the Indiana Code 12-3-2-3.1.

30. DAY CARE CENTER, ADULT: A facility providing care for the elderly and/or functionally impaired adults in a protective setting for a portion of a twenty-four (24) hour day.

31. DRIVE-IN FACILITY: Any portion of a building or structure from which business is transacted or is capable of being transacted directly with customers located in a motor vehicle during such business transactions.

32. DUPLEX: A building consisting of two (2) dwelling units which may be either attached side by side, or one above the other, and each unit having a separate or combined entrance or entrances from the outside of the building.

33. DWELLING: Any building, or portion of a building, which is designed or used primarily for residential purposes, including single family, two-family and multifamily, but not including hotels, motels, boarding houses, lodging houses, and tourist dwellings. Any building or part of a building containing living, sleeping, and housekeeping accommodations, and sanitary facilities for occupancy by one or more families.

34. DWELLING, FARM: A dwelling, located on a farm, for the purpose of housing an owner or employee of that farm or agricultural operation and his/hers family.

35. DWELLING, MULTI-FAMILY: A building consisting of three (3) or more dwelling units, including condominiums, with varying arrangements of entrances and party walls. Individual kitchen/dining and restroom/bathing facilities shall be provided in each separate dwelling unit. Multifamily housing may include public housing and industrialized units.

36. EDUCATIONAL INSTITUTION: A public or private facility that provides a curriculum of elementary, secondary or collegiate academic instruction, including kindergartens, elementary schools, junior high schools, high schools, technical and collegiate level courses. For the purposes of this Zoning Ordinance, in home schooling is not considered an educational institution.

37. FAÇADE: The exterior wall of a building exposed to public view on external streets (C.R. 200 North, C.R. 300 North, Dan Jones Road, Northfield Boulevard).

38. FAMILY CARE HOME: Family Care Home is as defined in the Indiana Code 16-13-21-1.

39. FARM: A tract of land used for agricultural purposes along with buildings and equipment essential to agricultural production and primary processing.
40. FARM STRUCTURE: Any permitted building or structure used for agricultural purposes.

41. FENCE: Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

42. FINANCIAL INSTITUTION: Any building, property or activity of which the principle use or purpose of which is the provision of financial services including, but not limited to banks, facilities for automatic teller machines (ATM's), credit unions, savings and loan institutions and mortgage companies.

43. FIXTURE: The assembly that holds the lamp (bulb) in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

44. FULL CUTOFF: A light fixture which prevents distribution of light above a horizontal plane passing through the lowest point of the bulb or lens, diffuser, reflective enclosure, or other parts intended to distribute light.

45. FULLY SHIELDED: A fixture constructed, installed, and/or mounted so that a line of sight to the bulb is obstructed by an opaque material when viewed at ground level or above from all adjoining residential and public rights-of-way property lines and from twenty (20) feet inside all other adjoining property lines.

46. GARAGE, PRIVATE: A detached accessory building or portion of a principal building for the parking or temporary storage of automobiles, travel trailers or boats of the occupants of the premises.

47. GASOLINE SERVICE STATION: Buildings and premises where gasoline, oil, grease, batteries, tires, and motor vehicle accessories may be supplied and dispensed at retail.

48. GREENHOUSE: A building or structure constructed chiefly of glass, glasslike or translucent material, cloth or burlap, which is devoted to the protection or cultivation of flowers or other plants.

49. GROUP HOME: A residential care facility licensed by the State of Indiana which provides room and board, and personal care and supervision for more than eight (8) but not more than sixteen (16) aged, mentally retarded or developmentally disabled persons who are able to be integrated into a family-type setting.

50. HEALTH CARE FACILITY, MEDICAL OR EMERGENCY: A facility or institution, whether public or private, used for the care, diagnosis and treatment of sick, ailing, infirm and/or injured persons and those who are in need of medical or minor surgical attention, but who are not provided with board or room, nor kept overnight on the premises.

51. HEIGHT: See Building Height.

52. HOME OCCUPATION: An occupation conducted in a dwelling unit and/or its accessory structure by the resident thereof; provided that the use is limited in extent and is incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character thereof. For the purposes of this Ordinance, Home Occupation is described and defined in Section 15 of these regulations.

53. HOSPITAL: Any building or other structure containing beds for at least four (4) patients and devoted to medical diagnosis, treatment or other care of human ailments. Any institution, licensed by the state department of health, providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.
54. HOTEL OR MOTEL: A facility offering transient lodging accommodations on a daily rate to the general public and potentially providing additional accessory services such as restaurants, meeting rooms and recreational facilities.

55. INSTITUTION: Any facility maintained or conducted by a group of persons, a firm, association, non-profit entity, corporation, or government body (i.e., buildings and land designed to aid individuals in need of mental, therapeutic and rehabilitive counseling or buildings and land designed to aid individuals in educational, religious, charitable or other such pursuits.

56. LIVING AREA: The sum of the livable horizontal areas of a building measured from the interior faces of the exterior walls, exclusive of basements, unfinished attics and attached garages.

57. MEDICAL AND DENTAL LABORATORIES: Research, development, testing, and manufacturing related to such fields as dental, pharmaceutical, and medical. All research, testing, development, and manufacturing whether conducted within or outside of buildings shall create no noise, smoke, glare, vibration or odor which can be detected outside of the buildings or property line.

58. MIXED USE: A single building containing more than one type of land use or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

59. MULTIPHASE DEVELOPMENT: A development project that is constructed in stages, each stage being capable of existing independently of the others.

60. NURSERY, PLANT MATERIALS: Land, building, structure or any combination used for the storage, cultivation, transplanting or live trees, shrubs, or offered for retail sale on the premises including products used for gardening or landscaping.

61. NURSING HOME: A home, licensed by the state, for the aged or chronically or incurably ill persons in which five or more persons not of the immediate family are provided with food and shelter or care for compensation, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

62. OFFICE BUILDING: A building used primarily for conducting the affairs of a business, profession, service, industry, government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

63. OFFICE, PROFESSIONAL AND BUSINESS: A room or group of rooms used for conducting of affairs. A room or group of rooms used for conducting the affairs of a business, profession, service, industry, government, or like activity. Institutional offices of a charitable, philanthropic, religious or educational nature are also included in this classification.

64. PERSONAL SERVICE: Any enterprise conducted for gain which primarily offers services to the general public such as a health club, fitness facility, shoe repair, watch repair, barber shops, beauty parlors, dry cleaners and similar activities but excluding sexually oriented business, which includes massage parlors, adult book stores and other adult entertainment services.

65. PROFESSIONAL SERVICE: The use of offices and related spaces for such professional services as are provided by medical practitioners, lawyers, architects, engineers, morticians, funeral directors and similar professions.
66. PUBLIC USE: Public parks, schools and administrative and cultural structures not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

67. RECREATION, ACTIVE: The improvement of the land that provides facilities serving the recreational needs of the community. Active recreational areas shall include, but are not limited to: swimming pools, athletic fields, tennis courts, community centers and playgrounds.

68. RECREATION, NON-COMMERCIAL: Non-commercial recreation is any land or facility operated by a governmental agency or non-profit organization and which is open to the public or members of the non-profit organization, without a fee, that shall include but is not limited to: playgrounds, outdoor basketball courts, picnic areas, bike/hike trails, riding stables, athletic fields or swimming pools.

69. RECREATION, PASSIVE: The use of unimproved land, in its natural state, which provides for a variety of activities for the outdoor exercise and activity needs of the community. Passive recreation areas shall include, but are not limited to: unimproved backpacking trails, unimproved hiking trails, primitive camping areas, canoeing and rafting areas.

70. RELIGIOUS PLACE OF WORSHIP: An institution that a congregation of people regularly attend to participate in or hold religious services, meetings and other activities, including buildings in which the religious services of any denomination are held and any related accessory buildings.

71. RESEARCH ACTIVITY AND TESTING LABORATORY: Research, development and testing related to such fields as chemicals, pharmaceutical, medical, electrical, transportation and engineering. All research, testing and development, whether conducted within or outside of buildings shall create no noise, smoke, glare, vibration or odor which can be detected outside of the buildings or property line. A research and testing laboratory shall mean a building in which scientific research, investigation, testing or experimentation is conducted, but not including the manufacturing or sale of products, except as incidental and accessory to the main purpose of the laboratory.

72. RESTAURANT: An establishment with or without table service whose principal business is the selling of unpackaged food and beverages to the customer in a ready-to-consume state in individual servings or in non-disposable containers regardless of whether consumption is on or off the premises.

73. RESTAURANT, FAST FOOD: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food, in disposable containers, directly to the customer in a ready-to-consume state for consumption either within the restaurant building or off-premises.

74. SHOPPING CENTER: A group of commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery separated from customer access, aesthetic considerations and protection from the elements.

75. SIGN: Any object, device, display or structure, or part, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or project images.
   A. Animated Sign: Any sign that uses movement or change of lighting to depict action or create a special effect or scene.
B. Awning Sign: A building identification sign or graphic printed on or in some fashion attached directly to the material of an awning.

C. Banner Sign: Any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

D. Building Directory Sign: An on-premise sign on which the name, title, street number or use of building, including upper story business uses is displayed.

E. Canopy Sign: Any sign that is a part of or attached to a canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

F. Changeable Copy Sign: A sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign for purposes of this Ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a “time and temperature” portion of a sign and not a changeable copy sign for purposes of this Ordinance.

G. Commercial Message: any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

H. Construction Sign: A temporary sign which identifies the construction activity on a property and announces the project, owner or developer, contractor, subcontractor, architect, engineer, funding sources or related information.

I. Directional Sign: Any incidental sign which serves solely to designate the location of or direction to any place or area located on the same lot.

J. Flag: Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

K. Freestanding Sign: Any sign supported by structures or supports that are placed on, anchored in, the ground and that are independent from any building or other structure. This definition includes restaurant menu board signs.

L. Ground Sign: Any freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.

M. Historically-Appropriate Sign: A sign that is instantly recognizable to certain business types or trades, such as “barber pole”, “cobbler’s shoe”, “mortar and pestle (pharmacy)”, and other similar symbols or directives.

N. Incidental Sign: A sign, generally informational that has a purpose secondary to the use of the property on which it is located, such as “no parking”, “entrance”, “loading only”, “telephone”, and other similar directives. No sign with a commercial message legible from a position off the property on which the sign is located shall be considered incidental.

O. Marquee Sign: Any building identification sign attached to, in any manner, or made a part of a marquee.
P. Menu Board Sign: A permanently mounted and/or installed sign displaying the bill of fare for a drive-through restaurant. See “Freestanding Sign”.

Q. Parking and Loading Sign: Any incidental sign which serves to designate the location of any parking or loading area on a lot and may include the name of the owner or the establishment for which such parking or loading area is provided.

R. Pennant: Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

S. Portable Sign: Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to menu and sandwich board signs; balloons used as signs; umbrella used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

T. Project Identification Signs: Any non-promotional sign erected in locations other than at major entryways to the development used to identify “Towns”, “Centers”, “Office Parks” and other similar directives.

U. Projecting Sign: Any sign affixed to a building or wall in such a manner that its leading edge extends more than eighteen (18”) inches beyond the façade of such building or wall.

V. Pylon Sign: Any freestanding sign which has its supportive structure(s) anchored in ground and which has the lowest portion of its sign display surface elevated a minimum of ten (10’) feet above grade.

W. Roof Sign: Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

X. Sandwich Board Sign: A portable sign containing two (2) sign faces and whose framing is hinged at the apex at an angle of less than forty-five (45) degrees.

Y. Sign Structure: Any structure including supports, uprights, bracing and framework that supports or is capable of supporting any sign.

Z. Sign Surface: The surface of a sign upon, against, or through which the message of the sign is exhibited.

AA. Sign Surface Area: The area of a sign surface.

BB. Suspended Sign: A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

CC. Temporary Sign: Any sign or sign structure which is not permanently affixed or installed, and is intended to be displayed for limited periods of time only.

DD. Wall-mounted or Painted Sign: Any sign attached parallel to, but within twelve (12”) inches of, a building façade, painted on the building façade, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building.

EE. Window or Door Sign: Any permanent sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or door or upon the windowpanes or glass and is visible from the exterior of the window or door.
76. SIGN, AREA OF: That area which is normally visible from any one (1) direction. (Example – a rectangular sign four (4') feet by five (5') feet with displays on both sides shall be considered to be twenty (20) square feet.) Square footage determination shall be ascertained by adding all sign surface areas and dividing by two (2). In addition:
   A. Signs which require other signs to display full meaning, such as individually displayed letters of the name of the establishment or adjacent pictorial displays, shall be considered one (1) sign; and
   B. Sign supporting structures, which by size or omnateness have been designed to attract attention, shall be considered part of the sign square footage.

77. TOWNHOME: A building consisting of two (2) or more dwelling units which may be either attached side by side, or one above the other, and each unit having a separate or combined entrance or entrances from the outside of the building.

78. VETERINARY CLINIC/ANIMAL HOSPITAL: A place used for the care, grooming, diagnosis and treatment of sick, ailing, infirm or injured animals, and those who are in need of medical or surgical attention, and may include overnight accommodations on the premises for treatment, observation and recuperation.

79. WIRELESS TELECOMMUNICATION FACILITY: A tract, lot or parcel of land that contains the cellular or wireless communications tower, antenna, support structure(s), parking and any other uses associated with and ancillary to cellular or wireless communications transmission.
## Wynne Farms PUD Ordinance

### WYNNE FARMS DEVELOPMENT TIMETABLE

#### Single Family Residential

<table>
<thead>
<tr>
<th>Sections</th>
<th>Start</th>
<th>End</th>
<th>Lot Total</th>
<th>Parcel 'A' Rosedale</th>
<th>Parcel 'E' Northfield</th>
<th>Parcel 'J' Grand Haven</th>
<th>Parcel 'L' Mapleton</th>
<th>Parcel 'P' Birch Run</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2004</td>
<td>2005</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2005</td>
<td>2006</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2006</td>
<td>2007</td>
<td>129</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2007</td>
<td>2008</td>
<td>114</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2008</td>
<td>2009</td>
<td>108</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2009</td>
<td>2010</td>
<td>76</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2010</td>
<td>2011</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total 607</td>
<td>88</td>
<td>209</td>
<td>56</td>
<td>127</td>
<td>127</td>
</tr>
</tbody>
</table>

#### Commercial/Retail/Office

<table>
<thead>
<tr>
<th>Start</th>
<th>End</th>
<th>Acres</th>
<th>Parcel 'B'</th>
<th>Parcel 'C'</th>
<th>Parcel 'G'</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>-</td>
<td>75</td>
<td>All</td>
<td>All</td>
<td>All</td>
</tr>
</tbody>
</table>

#### Multi-Family

<table>
<thead>
<tr>
<th>Start</th>
<th>End</th>
<th>Acres</th>
<th>Parcel 'D'</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>-</td>
<td>25</td>
<td>All</td>
</tr>
</tbody>
</table>

#### Townhomes/Villas

<table>
<thead>
<tr>
<th>Start</th>
<th>End</th>
<th>Acres</th>
<th>Parcel 'H'</th>
<th>Parcel 'I'</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>-</td>
<td>40</td>
<td>All</td>
<td>All</td>
</tr>
</tbody>
</table>

#### Church/Institutional

<table>
<thead>
<tr>
<th>Start</th>
<th>End</th>
<th>Acres</th>
<th>Parcel 'K'</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>-</td>
<td>20</td>
<td>All</td>
</tr>
</tbody>
</table>

**Note:**

1. The Lot Total listed in the Single Family Residential section is based upon preliminary layouts prior to the Zoning Ordinance adoption. Final Lot Totals will be adjusted with Primary Platting. This PUD Ordinance document and all of the language during the approval process does not set a maximum number of lots only the overall project gross density of 2.60 units per acre.

2. The Start date shown is based upon the PUD Ordinance and Primary Platting (and or Site Development Plans) receiving approval in 2003. Delays to this approval process will create subsequent delays in the proposed Start dates.
Development Commitment Recording Form
Area Plan Commission of Hendricks County, Indiana

Section 64.01.A of the Zoning Ordinance for Hendricks County, Indiana, requires the use of this form in recording commitments made with any Plan Commission approval, in accordance with Chapter 64 I.C. 36-7-4-613.

In accordance with I.C. 36-7-4-613, the owner of the real estate located in Hendricks County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Property Owner: Platinum Properties, L.L.C. and Wynne Farms, L.L.C.

Deed Information: Book: ___________ Page: ___________ Instrument: ___________

Legal Description: See "Exhibit A"

Statement of COMMITMENTS:

1. Rosedale, Parcel "A"-Developer commits to include a covenant within the "Declaration of Covenants and Restrictions", as to be recorded in the Office of the Hendricks County Recorder, that each property owner and the Homeowners' Association, as to be created as a part of said covenants and restrictions, severally acknowledges the present agricultural, livestock, and commercial uses ongoing on the adjoining properties and/or within 300 feet of the perimeter of the properties. Each homeowner, taking property subject to the recorded Declaration of Covenants and Restrictions, and the Homeowners' Association created therein, severally agrees that they will not make a complaint or file suit claiming zoning violations or private or public nuisance against the adjoining landowners, and/or the landowners within 300 feet of the perimeter of the property based on the agricultural, livestock or commercial use or uses.

2. Adjacent to the north line of Rosedale, Parcel "A", the Developer commits to constructing a minimum four (4) foot landscaped earthen mound buffer with a six (6) foot wooden shadow-box fence along the top of said mound. Non-deciduous trees with a minimum height of six (6) feet shall be planted along the north face of said fence every fifteen (15) feet. Mounding and fencing shall commence at that point in which the east line of the Garvey-Neal Legal Drain intersects the north line of said parcel, and continues easterly to the southwest corner of the Fox Chase Subdivision. Those improvements, as previously defined, shall be implemented in such a manner as to accept offsite stormwater in compliance with the Hendricks County Storm Drainage, Erosion and Sediment Control Ordinance.
3. The word "masonry" shall be stricken from Section 6.03 A. of the Ordinance as executed by the Hendricks County Board of Commissioners, and dated the 13th day of January 2004.

4. All roadways shall be constructed to the "most stringent design standard" as defined by the roadway specifications in place at the time of the adoption of the Planned Unit Development Ordinance. Those applicable and "most stringent design standards" are defined as the widest and strongest pavement sections as defined by the Hendricks County, Town of Avon, or Town of Brownsburg Subdivision Control Ordinances. Interior frontage roads, defined as those roadways constructed within the development having residential structures constructed along one-side of the proposed road with front elevations facing either existing county roads or the proposed Northfield Drive, shall be constructed to a width of 24-feet, measured back-to-back of curb, and having the strongest pavement section as defined above.

Northfield Drive shall be constructed pursuant to the standards and specifications as determined by the Town of Brownsburg.

Should any part, or all of the development, be annexed, the annexing jurisdiction shall have the authority to define and amend applicable roadway standards and specifications.

5. Any and all pylon type signs shall be subject to approval during the Final Plat and/or Development Plan approval process.

6. The Developer shall commit to constructing four (4) foot sidewalks along interior roads and along all existing exterior roads that are not paralleled by interior frontage roadways, as defined pursuant to Item 4 above, or have compensating walking paths as approved by the Hendricks County Plan Commission.

7. Cost relative to the relocation of the power/utility facilities (i.e. CINergy and Hendricks Power), located along the east side of County Road 800 East (a.k.a. Dan Jones Road), shall be the responsibility of the Developer and/or the respective utility companies.

8. Platinum Properties, their successors and assigns, agree to have that portion of Northfield Drive between County Road 300 North and County Road 800 East (a.k.a. Dan Jones Road) constructed prior to October 1, 2006 to the standards as required pursuant the approved PUD. Platinum Properties shall undertake the construction of said roadway during the course of the 2005 construction season. Any uncompleted portion of said roadway shall be subject to a performance guaranty as to be provided Platinum Properties, their successors, and assigns.
9. Other Traffic Improvement Commitments:
   A. Upon recording the plat of the first section of the development, Platinum Properties, their successors and assigns, shall contribute $53,500.00, which shall be applicable to the improvement of the intersection of County Roads 900 East and 200 North.
   B. On the second anniversary of the date as established pursuant to Item 9.A. above, Platinum Properties, their successor and assigns, shall perform the recommended improvements included as a part of the “Traffic Impact Analysis”, as prepared by A & F Engineering, Co., LLC, dated October 2003, with respect to the intersection of County Roads 800 East and 200 North. A traffic signal shall be installed as a minimum, as warrants are met. The estimate for said improvements is $233,300.00. The County agrees to cooperate with Platinum Properties and provide necessary assistance should any additional right-of-way be required for the purpose of performing said improvements.
   C. It is agreed that the total cost of those improvements, as to be funded by Platinum Properties, their successors and assigns, and as described pursuant to Items 9.A. and B. above, shall not exceed $341,800.00.
   D. Prior to any building permit being issued for commercial or office uses, Platinum Properties, their successors, and assigns, agree that Northfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) west to State Road 267. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements. Standards and specifications shall be established pursuant to the approved PUD Ordinance. (Estimated improvement cost: $1,000,000.00)
   E. Prior to the commercial/office parcels exceeding 200,000 square feet of permitted building space, Northfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) to County Road 300 North. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements. Standards and specifications shall be established pursuant to the approved PUD Ordinance. (Estimated improvement cost: $1,100,000.00)
   F. Prior to the commercial/office parcels exceeding 350,000 square feet of permitted building space, Northfield Drive shall be constructed from County Road 300 North northerly to connect with said roadway’s southerly terminus. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements. Platinum Properties, their successors and assigns, are unable to commit to the standards and specifications of roadway improvements that may be the responsibilities of others; however, any segments of said roadway to be constructed by Platinum Properties, their successors and assigns, shall be constructed to the standards and specifications as established above. (Estimated improvement cost: $500,000.00).
These COMMITMENTS shall run with the land, be binding on the owners, subsequent owners of the real estate and other persons acquiring interest therein. These COMMITMENTS may be modified or terminated by a decision of the Hendricks County Area Plan Commission made at a public hearing after the proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition #__________________________ pursuant to the Zoning Ordinance, and shall continue in effect or until modified or terminated by the Hendricks County Area Plan Commission.

These COMMITMENTS may be enforced jointly or severally by:

1. The Hendricks County Area Plan Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval; and,

The undersigned hereby authorizes the Planning & Building Department of Hendricks County, Indiana, to record this COMMITMENT in the Office of the Recorder of Hendricks County, Indiana, upon approval of petition #__________________________.

IN WITNESS WHEREOF, owner has executed this instrument this _______________ day of __________________, 2005.

Signature ______________________ (Seal)
Printed __________________________
Title ____________________________

(Individual Acknowledgement)

STATE OF INDIANA )
) SS:
COUNTY OF ______________________)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared ____________________, owner of the real estate who acknowledged the execution of the foregoing instrument and who having been duly sworn, stated that any representations therein contained are true.
WITNESS my hand and Notarial Seal this ______ day of ____________________ 2005

Signature _____________________________

Printed _______________________________

County of Residence __________________________

My Commission Expires: __________________________

(Organization Acknowledgement)

STATE OF INDIANA  )
COUNTY OF _____________ ) SS:

BEFORE ME; the undersigned, a Notary Public in and for said County and State, personally appeared ____________________________, the __________________________ of ____________________________, an owner of the real estate who acknowledged the execution of the foregoing instrument and who having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this ______ day of ____________________ 2005

Signature _____________________________

Printed _______________________________

County of Residence __________________________

My Commission Expires: __________________________
Section 64.01.A of the Zoning Ordinance for Hendricks County, Indiana, requires the use of this form in recording commitments made with respect to a Development Plan Review approval, in accordance with I.C. 35-7-4-613.

In accordance with I.C. 35-7-4-613, the owner of the real estate located in Hendricks County, Indiana, which is described below, makes certain COMMITMENTS concerning the use and development of the herein described real estate. These COMMITMENTS are for the sole purpose of amending certain previous Commitments ("original Commitments") recorded February 14, 2006 as Instrument Number 200600003622 in the Office of the Recorder of Hendricks County, Indiana.

Property Owner: Wynne Farms, LLC

Deed Information: Book: Page: Instrument: See original Commitments

Legal Description:

See original Commitments

Statement of COMMITMENTS:

Item 10 (D) of the original Commitments is hereby revised to state in its entirety: "Prior to any building permit being issued for commercial or office uses (except for OrthoIndy West as stated below), Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, agree that Northfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) west to State Road 267. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Standards and specifications shall be established pursuant to the approved PUD Ordinance. If requested, Hendricks County shall, pursuant to the terms of approval for DPR 390/07, grant permits for construction and occupancy of OrthoIndy West prior to the completion of Northfield Drive. In the event occupancy is requested prior to completion of said section of Northfield Drive, then at the request of Hendricks County, Wynne Farms, LLC shall post a performance bond for completion of said section of roadway."

These COMMITMENTS shall run with the land, be binding on the owner, subsequent owners of the real estate and other persons acquiring interest therein. These COMMITMENTS may be modified or terminated by a decision of the Hendricks County Area Plan Commission made at a public hearing after the proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition DPR 390/07 pursuant to the Zoning Ordinance, and shall continue in effect until modified or terminated by the Hendricks County Area Plan Commission.

These COMMITMENTS may be enforced jointly or severally by:

1. The Hendricks County Area Plan Commission;

2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval.
IN WITNESS WHEREOF, owner has executed this instrument this 27th day of August, 2007.

Wynne Farms, LLC

By: __________________________

Paul F. Rioux, President

STATE OF INDIANA

HENDRICKS COUNTY

Before me, Notary Public in and for said County and State, personally appeared Paul F. Rioux, President of Wynne Farms, LLC, owner of the real estate who acknowledged the execution foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of August, 2007.

My Commission Expires: November 29, 2010

Signature: __________________________

Printed: __________________________

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

This instrument was prepared by: Ben Comer, Attorney-at-Law, 7 I West Marion Street, P.O. Box 207, Danville, IN 46122, telephone: (317) 745-4300.
Development Commitment Recording Form  
Area Plan Commission of Hendricks County, Indiana

Section 64.01.A of the Zoning Ordinance for Hendricks County, Indiana, requires the use of this form in recording commitments made with any Plan Commission approval, in accordance with Chapter 64 L.C. 36-7-1-613.

In accordance with I.C. 36-7-1-613, the owner of the real estate located in Hendricks County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Property Owner: Wynne Farms, LLC, Managed by Platinum Properties, LLC

Deed Information:
- Book: 523  Pages: 1361 thru 1364  Instrument: 200400021123
- Book: 523  Pages: 1362  Instrument: 200400021122
- Book: 523  Pages: 1361  Instrument: 200400021121
- Book: 523  Pages: 1360  Instrument: 200400021120
- Book: 523  Pages: 1359 thru 1359  Instrument: 200400021119
- Book: 502  Pages: 1399 thru 1400  Instrument: 200400000066
- Book: 502  Pages: 1395  Instrument: 200400000065
- Book: 523  Pages: 1357  Instrument: 200400021118
- Book: 502  Pages: 1395  Instrument: 200400000064
- Book: 523  Pages: 1355  Instrument: 200400021117

Legal Description:

See "Exhibit A"

Statement of COMMITMENTS:

1. Roseroot @ Wynne Farms, Parcel "A" (a.k.a. Rosedale @ Wynne Farms, Parcel "A") - Developer commits to include a covenant within the "Declaration of Covenants and Restrictions", as to be recorded in the Office of the Hendricks County Recorder, that each property owner and the Homeowners' Association, as to be created as a part of said covenants and restrictions, severally acknowledges the present agricultural, livestock, and commercial uses ongoing on the adjoining properties and/or within 300 feet of the perimeter of the properties. Each homeowner, taking property subject to the recorded Declaration of Covenants and Restrictions, and the Homeowners' Association created therein, severally agrees that they will not make a complaint or file suit claiming zoning violations or private or public nuisance against the adjoining landowners, and/or the landowners within 300 feet of the perimeter of the property based on the agricultural, livestock or commercial use or uses.

2. Adjacent to the north line of Roseroot @ Wynne Farms, Parcel "A" (a.k.a. Rosedale @ Wynne Farms, Parcel "A"), the Developer commits to constructing a minimum four (4) foot landscaped earthen mound buffer with a six (6) foot wooden shadow-box fence along the top of said mound. Non-deciduous trees with a minimum height of six (6) feet shall be planted along the north face of said fence every fifteen (15)
feet. Mounding and fencing shall commence at that point in which the east line of the Garvey-Neal Legal Drain intersects the north line of said parcel, and continues easterly to the southwest corner of the Fox Chase Subdivision. Those improvements, as previously defined, shall be implemented in such a manner as to accept offsite stormwater in compliance with the Hendricks County Storm Drainage, Erosion and Sediment Control Ordinance.

3. The word “masonry” shall be stricken from Section 6.03.A. of the Ordinance as executed by the Hendricks County Board of Commissioners, and dated the 15th day of January 2004.

4. All public roadways shall be constructed to the “most stringent design standard” as defined by the roadway specifications in place at the time of the adoption of the Planned Unit Development Ordinance. Those applicable “most stringent design standards” as defined as the widest and strongest pavement sections as defined by the Hendricks County, Town of Avon, or Town of Brownsburg Subdivision Control Ordinances. Interior frontage roads, defined as those roadways constructed within the development having residential structures constructed along one side of the proposed road with front elevations facing either existing county roads or the proposed Northfield Drive, shall be constructed to a width of 24-feet, measured back-to-back of curb, and having the strongest pavement section as defined above. Northfield Drive shall be constructed at a width of 32’ from back of curb to back of curb, pursuant to the standards and specifications as determined by the Town of Brownsburg. Should any part, or all of the development, be annexed, the annexing jurisdiction shall have the authority to define and amend applicable roadway standards and specifications.

5. Any and all pylon type signs shall be subject to approval during the Final Plat and/or Development Plan approval process.

6. The Developer shall commit to constructing four (4) foot sidewalks along interior roads and along all existing exterior roads that are not paralleled by interior frontage roadways, as defined pursuant to item 4 above, or have compensating walking paths as approved by the Hendricks County Plan Commission.

7. Cost relative to the relocation of the power/utility facilities (i.e. CNergy and Hendricks Power), located along the east side of County Road 800 East (a.k.a. Dan Jones Road), shall be the responsibility of the Developer and/or the respective utility companies.

8. Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, agree to have that portion of Northfield Drive between County Road 300 North and County Road 800 East (a.k.a. Dan Jones Road) constructed prior to October 1, 2006 to the standards as required pursuant the approved PUD. Wynne Farms, LLC, Managed by Platinum Properties, LLC shall undertake the construction of said roadway during the course of the 2005 construction season. Any uncompleted portion of said roadway shall be subject to a performance guarantee as to be provided by Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors, and assigns.

9. Homeowners’ Associations shall be created and incorporated as a part of the “Declaration of Covenants and Restrictions” for all neighborhoods within the overall Wynne Farms Development.

10. Other Traffic Improvement Commitments:
   A. Upon recording the plat of the first section of the development, Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, shall contribute $31,500.00, to the County Highway Department, which shall be applied to the improvement of the intersection of County Roads 900 East and 200 North.
   B. On the second anniversary of the date as established pursuant to Item 10.A. above, Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successor and assigns, shall perform the recommended improvements included as a part of the “Traffic Impact Analysis”, as prepared by A & F Engineering, Co., LLC, dated October 2003, with respect to the intersection of County Roads 800 East and 200 North. A traffic signal shall be installed as a minimum, as warrants are met. The estimate for said improvements is $233,300.00 The County agrees to cooperate with
Wynne Farms, LLC, Managed by Platinum Properties, LLC and provide necessary assistance should any additional right-of-way be required for the purpose of performing said improvements.

C. It is agreed that the total cost of all improvements, as to be funded by Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, and as described pursuant to Items 10.A. and B. above, shall not exceed $341,800.00.

D. Prior to any building permit being issued for commercial or office uses, Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors, and assigns, agree that Norfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) west to State Road 267. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Standards and specifications shall be established pursuant to the approved PUD Ordinance.

E. Prior to the commercial/office parcels exceeding 200,000 square feet of permitted building space, Norfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) to County Road 300 North. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Standards and specifications shall be established pursuant to the approved PUD Ordinance.

F. Prior to the commercial/office parcels exceeding 350,000 square feet of permitted building space, Norfield Drive shall be constructed from County Road 300 North northerly to connect with said roadway's southerly terminus. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, are unable to commit to the standards and specifications of roadway improvements that may be the responsibilities of others; however, any segments of said roadway to be constructed by Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, shall be constructed to the standards and specifications as established pursuant to the approved PUD Ordinance.

These COMMITMENTS shall run with the land, be binding on the owners, subsequent owner, subsequent owners of the real estate and other persons acquiring interest therein. These COMMITMENTS may be modified or terminated by a decision of the Hendricks County Area Plan Commission made at a public hearing after the proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition # ZA-306/WA03-05/LN03-02 pursuant to the Zoning Ordinance, and shall continue in effect or until modified or terminated by the Hendricks County Area Plan Commission.

These COMMITMENTS may be enforced jointly or severally by:

1. The Hendricks County Area Plan Commission;

2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval; and,
The owner shall record this COMMITMENT in the Office of the Recorder of Hendricks County, Indiana, upon approval of petition # EA-300/WA03-05/LN03-02

IN WITNESS WHEREOF, owner has executed this instrument this 6th day of February, 2006.

Signature ___________________________ (Seal)  
Printed ______________________________  
Title _________________________________

Signature ___________________________ (Seal)  
Printed ______________________________  
Title _________________________________

Organizational Acknowledgement

STATE OF INDIANA
COUNTY OF Hendricks

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Paul F. Rioux, the President of Payne Farms, Inc., managed by Robert S. Payne, Jr., Owner of the real estate who acknowledged the execution of the foregoing instrument and who having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 6th day of February, 2006

Signature ___________________________  
Printed ______________________________  

County of Residence Hendricks  
My Commission Expires: 12-14-2008
Prescribed by the State Board of Accounts (2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 38-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 38-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;

2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

[Signature of Declarant]

[Printed Name of Declarant]
Re-Recording to add Exhibit "A"

Section 64.61.A of the Zoning Ordinance for Hendricks County, Indiana, requires the use of this form in recording commitments made with any Plan Commission approval, in accordance with Chapter 64 LC. 36-7-4-613.

In accordance with I.C. 36-7-4-613, the owner of the real estate located in Hendricks County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Property Owner: Wynne Farms, LLC, Managed by Platinum Properties, LLC

Deed Information: Book: 523 Pages: 1363 thru 1364 Instrument: 200400021123
Deed Information: Book: 523 Pages: 1362 Instrument: 200400021122
Deed Information: Book: 523 Pages: 1361 Instrument: 200400021121
Deed Information: Book: 523 Pages: 1360 Instrument: 200400021120
Deed Information: Book: 523 Pages: 1359 thru 1358 Instrument: 200400021119
Deed Information: Book: 502 Pages: 1399 thru 1398 Instrument: 200400009006
Deed Information: Book: 501 Pages: 1395 Instrument: 200400009003
Deed Information: Book: 502 Pages: 1395 Instrument: 200400009001
Deed Information: Book: 523 Pages: 1355 Instrument: 200400021117

Legal Description: See "Exhibit A"

Statement of COMMITMENTS:

1. Rosemont @ Wynne Farms, Parcel "A" (a.k.a. Rosedale @ Wynne Farms, Parcel "A") - Developer commits to include a covenant within the "Declaration of Covenants and Restrictions", as to be recorded in the Office of the Hendricks County Recorder, that each property owner and the Homeowners’ Association, as to be created as a part of said covenants and restrictions, severally acknowledges the present agricultural, livestock, and commercial uses ongoing on the adjoining properties and/or within 300 feet of the perimeter of the properties. Each homeowner, taking property subject to the recorded Declaration of Covenants and Restrictions, and the Homeowners’ Association created therein, severally agrees that they will not make a complaint or file suit claiming zoning violations or private or public nuisance against the adjoining landowners, and/or the landowners within 300 feet of the perimeter of the property based on the agricultural, livestock or commercial use or uses.

2. Adjacent to the north line of Rosemont @ Wynne Farms, Parcel "A" (a.k.a. Rosedale @ Wynne Farms, Parcel "A"), the Developer commits to constructing a minimum four (4) foot landscaped earthen mound buffer with a six (6) foot wooden shadow-box fence along the top of said mound. Non-deciduous trees with a minimum height of six (6) feet shall be planted along the north face of said fence every fifteen (15)
feet. Mounding and fencing shall commence at that point in which the east line of the Carvey-Neal Legal Drain intersects the north line of said parcel, and continues easterly to the southwest corner of the Fox Chase Subdivision. Those improvements, as previously defined, shall be implemented in such a manner as to accept onsite stormwater in compliance with the Hendricks County Storm Drainage, Erosion and Sediment Control Ordinance.

3. The word “masonry” shall be stricken from Section 6.03.A. of the Ordinance as executed by the Hendricks County Board of Commissioners, and dated the 13th day of January 2004.

4. All public roadways shall be constructed to the “most stringent design standard” as defined by the roadway specifications in place at the time of the adoption of the Planned Unit Development Ordinance. Those applicable and “most stringent design standards” are defined as the widest and strongest pavement sections as defined by the Hendricks County, Town of Avon, or Town of Brownsburg Subdivison Control Ordinances. Interior frontage roads, defined as those roadways constructed within the development having residential structures constructed along one-side of the proposed road with front elevations facing either existing county roads or the proposed Northfield Drive, shall be constructed to a width of 24-feet, measured back-to-back of curb, and having the strongest pavement section as defined above. Northfield Drive shall be constructed at a width of 32’ from back of curb to back of curb, pursuant to the standards and specifications as determined by the Town of Brownsburg. Should any part, or all of the development, be annexed, the annexing jurisdiction shall have the authority to define and amend applicable roadway standards and specifications.

5. Any and all pylon type signs shall be subject to approval during the Final Plat and/or Development Plan approval process.

6. The Developer shall commit to constructing four (4) foot sidewalks along interior roads and along all existing exterior roads that are not paralleled by interior frontage roadways, as defined pursuant to Item 4 above, or have compensating walking paths as approved by the Hendricks County Plan Commission.

7. Cost relative to the relocation of the power/utility facilities (i.e. CINergy and Hendricks Power), located along the east side of County Road 800 East (a.k.a. Dan Jones Road), shall be the responsibility of the Developer and/or the respective utility companies.

8. Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, agree to have that portion of Northfield Drive between County Road 300 North and County Road 800 East (a.k.a. Dan Jones Road) constructed prior to October 1, 2006 to the standards as required pursuant to the approved PUD. Wynne Farms, LLC, Managed by Platinum Properties, LLC shall undertake the construction of said roadway during the course of the 2005 construction season. Any uncompleted portion of said roadway shall be subject to a performance guaranty as to be provided by Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors, and assigns.

9. Homeowners’ Associations shall be created and incorporated as a part of the “Declaration of Covenants and Restrictions” for all neighborhoods within the overall Wynne Farms Development.

10. Other Traffic Improvement Commitments:
A. Upon recording the plat of the first section of the development, Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, shall contribute $53,500.00, to the County Highway Department, which shall be applied to the improvement of the intersection of County Roads 900 East and 200 North.
B. On the second anniversary of the date as established pursuant to Item 10.A. above, Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successor and assigns, shall perform the recommended improvements included as a part of the “Traffic Impact Analysis”, as prepared by A & F Engineering, Co., LLC, dated October 2003, with respect to the intersection of County Road 800 East and 200 North. A traffic signal shall be installed as a minimum, as warrants are met. The estimate for said improvements is $233,300.00. The County agrees to cooperate with
Wynne Farms, LLC, Managed by Platinum Properties, LLC and provide necessary assistance should any additional right-of-way be required for the purpose of performing said improvements.

C. It is agreed that the total cost of all improvements, as to be funded by Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, and as described pursuant to Items 10.A. and B. above, shall not exceed $341,800.00.

D. Prior to any building permit being issued for commercial or office uses, Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors, and assigns, agree that Northfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) west to State Road 267. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Standards and specifications shall be established pursuant to the approved PUD Ordinance.

E. Prior to the commercial/office parcels exceeding 200,000 square feet of permitted building space, Northfield Drive shall be constructed from County Road 800 East (a.k.a. Dan Jones Road) to County Road 300 North. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Standards and specifications shall be established pursuant to the approved PUD Ordinance.

F. Prior to the commercial/office parcels exceeding 350,000 square feet of permitted building space, Northfield Drive shall be constructed from County Road 200 North northerly to connect with said roadway's southerly terminus. Such roadway shall consist of two-lane construction, with appropriate provisions for required intersection improvements at Dan Jones Road. Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, are unable to commit to the standards and specifications of roadway improvements that may be the responsibilities of others; however, any segments of said roadway to be constructed by Wynne Farms, LLC, Managed by Platinum Properties, LLC, their successors and assigns, shall be constructed to the standards and specifications as established pursuant to the approved PUD Ordinance.

These COMMITMENTS shall run with the land, be binding on the owners, subsequent owner, subsequent owners of the real estate and other persons acquiring interest therein. These COMMITMENTS may be modified or terminated by a decision of the Hendricks County Area Plan Commission made at a public hearing after the proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition # ZA-300/WA03-053/LNY0-0Z pursuant to the Zoning Ordinance, and shall continue in effect until modified or terminated by the Hendricks County Area Plan Commission.

These COMMITMENTS may be enforced jointly or severally by:

1. The Hendricks County Area Plan Commission;

2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval, and,
The owner shall record this COMMITMENT in the Office of the Recorder of Hendricks County, Indiana, upon approval of petition # EA-300/WA03-05/LM03-02

IN WITNESS WHEREOF, owner has executed this instrument this 6th day of February 2006.

Signature: Paul F. Rion  (Seal)   Signature: __________________________ (Seal)
Printed: Paul F. Rion  Title: President
Printed: __________________________

(Organization Acknowledgement)

STATE OF INDIANA  )
COUNTY OF Hendricks  )  SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Paul F. Rion, the President of Supreme Insurance, managed by Kimberly F. Ross-Font, an owner of the real estate who acknowledged the execution of the foregoing instrument and who having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 6th day of February 2006.

Signature: Kimberly F. Ross-Font
Printed: Kimberly F. Ross-Font

County of Residence: Hendricks
My Commission Expires: 12-14-2008
Land Description

A part of Sections 25, 26 and 36, all in Township 16 North, Range 1 East, Hendricks County, Indiana, being more particularly described as follows:

Beginning at a Bolt marking the northwest corner of said Section 25; thence North 88 degrees 50 minutes 20 seconds East (assumed bearing) along the north line of said Northwest Quarter of Section 25 a distance of 2658.80 feet to a Railroad Spike marking the North Quarter corner of said Section 25; thence North 88 degrees 55 minutes 49 seconds East along the north line of said West Half of the Northeast Quarter of Section 25 a distance of 1327.59 feet to the northeast corner of the West Half of the Northeast Quarter of said Section 25; thence South 00 degrees 50 minutes 25 seconds East along the east line thereof a distance of 2659.00 feet to the southeast corner of said West Half; thence South 88 degrees 49 minutes 03 seconds West along the south line thereof a distance of 1335.21 feet to the Center of Section of said Section 25; thence South 88 degrees 33 minutes 54 seconds West along the south line of the Northeast Quarter of said Section 25 a distance of 687.52 feet to the northeast corner of property to Wynne as described in Deed Book 310, Page 28 in the Office of the Recorder of Hendricks County, Indiana; thence South 00 degrees 58 minutes 24 seconds East along the east line thereof a distance of 2672.66 feet to the south line of the East Half of the Southwest Quarter of said Section 25; thence South 88 degrees 29 minutes 13 seconds West along the south line thereof a distance of 625.92 feet to a Railroad Spike marking the southwest corner of said East Half and the northeast corner of the West Half of the Northwest Quarter of said Section 36; thence South 00 degrees 38 minutes 11 seconds East along the east line of said West Half a distance of 2669.78 feet to a stone marking the southeast corner thereof; thence South 88 degrees 41 minutes 23 seconds West along the south line thereof a distance of 1326.43 feet to the southwest corner thereof; thence North 00 degrees 07 minutes 12 seconds West along the west line thereof a distance of 2667.81 feet to a Mason Nail marking the northwest corner of said Section 36; thence North 01 degrees 15 minutes 51 seconds West along the west line of said Southwest Quarter of Section 25 a distance of 2675.69 feet to a Railroad Spike marking the west quarter corner of said Section 25; thence South 88 degrees 25 minutes 13 seconds West along the south line of the Northeast Quarter of said Section 26 a distance of 2683.97 feet to a rebar marking the Center of Section of said Section 26; thence North 01 degrees 05 minutes 09 seconds West along the west line of said Northeast Quarter of Section 26 a distance of 1331.19 feet to the northwest corner of the South Half of said Northeast Quarter of Section 26; thence North 88 degrees 17 minutes 32 seconds East along the north line thereof a distance of 2677.47 feet to a P.K. Nail marking the northeast corner thereof; thence North 01 degrees 21 minutes 50 seconds West along the west line of said Northwest Quarter of Section 25 a distance of 1337.01 feet to the Point of Beginning.